

ANNEXURE: *(insert number)*
SERVICE SCHEDULE NUMBER: *(insert number)*

ANNEXURE: *(insert number as above)*

VODACOM BUSINESS INTERNET WIRELESS AIR

between

VODACOM (PTY) LTD

and

(insert Customer's full name)

INITIAL PERIOD:

SERVICE ELEMENTS:

SCHEDULE INDEX

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SECTION A – ANNEXURE - VODACOM BUSINESS INTERNET WIRELESS AIR

1. SERVICE ELEMENTS

- 1.1. Vodacom will provide the Customer with a service referred to herein as Business Internet Wireless Air which encompasses the provision of a Business Internet Service, on an Asymmetrical Bandwidth, in terms of which Vodacom provides access to the Internet by means of a CPE device, using Wireless connectivity to the sites identified by the Customer and as set out in the Pricing Appendix below.

SECTION B – SERVICE TERMS AND CONDITIONS

2. PROVISION OF SERVICE

- 2.1. Should the Customers site fall within the Service Coverage Area, the Service shall be provisioned subject to a physical site survey confirming line of sight from the Customers site to the Service aggregation point.
- 2.2. Vodacom shall endeavour to ensure the availability of the Service at any location within South Africa, limited to the Coverage Areas only, as published by Vodacom from time to time. The premises identified by the Customer at the Activation of the Service is deemed the primary premises for the provision thereof, and the Customer acknowledges that the provisioning of the Service is subject to the aforementioned premises being situated in the Coverage Area.
- 2.3. Bundle information and further parameters applicable to the Service are further detailed in Appendix 1 attached hereto.

SECTION C – COMMERCIAL TERMS AND CONDITIONS

3. CHARGES AND FEES AND PAYMENT TERMS

- 3.1. Vodacom will issue a monthly invoice to the Customer.
- 3.2. All Charges will be invoiced in advance unless otherwise indicated.
- 3.3. The Customer will pay the following Charges within 30 (thirty) days of the date on any invoice:
 - 3.3.1. Installation Charge and
 - 3.3.2. Service Charge.

SECTION D – DEFINITIONS

Bandwidth	means the maximum data transfer rate of an Internet connection, and measures how much data can be sent over a specific connection in a given amount of time
Bit	means binary digit, the smallest unit of measurement used to quantify computer data
Service Coverage Area	means the geographical area in which the Service can be provisioned
Uncapped Internet Access	means the Business Internet Wireless service offering which provides high-speed Internet access using a transmission technique that carries several data channels over a common wire and that has no limit with regards to the amount of data that can be downloaded for the line speed offered.
Wireless	means a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network
Wireless Network	means a network that uses radio waves data connections between network nodes
Wireless Subscriber Unit	means a device placed at the Customer's premises that transforms incoming Wireless signals into electronic signals in order to provide telecommunications services over a Wireless network

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APPENDIX 1

1. BUNDLES

1.1. The Customer shall have the option to select one of the following Bundles in order to utilise the Service:

Bundle	BI Wireless Service
4Mbps	Uncapped Business Internet Access
5Mbps	Uncapped Business Internet Access
10Mbps	Uncapped Business Internet Access
20Mbps	Uncapped Business Internet Access
30Mbps	Uncapped Business Internet Access

2. USAGE PARAMETERS

2.1. General Usage Parameters

2.1.1. The usage parameters set out in this document are designed to assist in protecting the Vodacom Network, the Service, Customers and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings.

2.1.2. As stipulated in the Acceptable Use Policy, Vodacom reserves the right to monitor usage and apply certain restrictions.

2.1.3. Any stated speeds and uninterrupted use of the Service are not guaranteed and actual speeds vary based on the amount of traffic on the internet, content on the particular website, or by the overall performance and configuration of the computer connected to the Service and will likely be lower than the speeds indicated during peak hours.

2.1.4. The service is offered to the Users of the network at a 20:1 contention ratio therefore Users can experience 1/20 of the subscribed speed at peak hours or during full network load. Users will be able to burst to a maximum of the subscribed speeds when the network allows, See table below for detailed information on the minimum and maximum speeds per service plan:

Business Internet Wireless Air Service Plans	Maximum Download Speed (Mbps)	Maximum Upload Speed (Mbps)	Maximum Download Speed (Kbps)	Maximum Upload Speed (Kbps)
4Mbps Uncapped	4	2	204,8	102,4
5Mbps Uncapped	5	2.5	256	128
10Mbps Uncapped	10	5	512	256
20Mbps Uncapped	20	10	1024	512
30Mbps Uncapped	30	15	1536	768

2.1.5. This document is not intended to replace or supersede the Acceptable Use Policy but instead to supplement same and to provide clarity in respect of the usage specific to the Service.

2.1.6. Vodacom Business Internet offerings are based on the Best Effort premise where no guarantees on throughput can be provided. In an endeavour to improve the user experience on this Best Effort service, and to better manage business critical protocols, Vodacom shapes the Business Internet traffic, in order to ensure these protocols receive priority over the Vodacom Network.

2.1.7. These protocols include:

2.1.7.1. HTTP

2.1.7.2. HTTPS

2.1.7.3. SMTP and POP3

2.1.7.4. IMAP

2.1.7.5. FTP

2.1.7.6. TELNET

2.1.7.7. SSH

2.1.8. The following protocols are deemed non-business critical and shall receive the lowest priority on the Vodacom network:

2.1.8.1. Peer-to-Peer

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- 2.1.8.2. BitTorrent
- 2.1.8.3. Gaming

3. INSTALLATION PARAMETERS

- 3.1. Vodacom shall install the CPE at the site(s) identified by the Customer. The mounting will be structurally sound and comply with all appropriate regulations and requirements. Customer preference or aesthetic regulation of the mount location will be considered as long as the request does not present additional labour and costs to Vodacom. In the event that the Customer preference results in additional costs, such additional costs will be discussed and agreed to prior to installation. In such cases, the installation is deemed as a non-standard installation and customer will be responsible for ensuring that all conditions for installation are met. The billing systems will be updated once the installation is completed as accepted by the customer. The scenarios for this are provided under the non-standard installation section 3.2 below.
- 3.2. Standard Installation: A standard installation shall entail the following:
 - 3.2.1. All site preparations which can be performed by Vodacom where such preparations shall not require subcontracting or use of local facilities personnel;
 - 3.2.2. Excludes efforts to structurally reinforce walls or roofs, landscaping, tree removal, excavation into concrete, roadways, paving or pavements for cable conduit, or ducting, roof penetrations, or restricted site of roof access requiring lifts, cranes or helicopters;
 - 3.2.3. Wall mounts shall be mounted to surfaces or building materials that can support the wall mount (the following are examples of non- acceptable surfaces stucco, aluminium, or vinyl siding);
 - 3.2.4. Grounding according to Vodacom specifications;
 - 3.2.5. As part of the installation, Vodacom shall activate and commission the CPE as well as conduct tests to verify the Service is operational. Vodacom shall demonstrate to the Customer that the Business Internet Wireless Service is operational by connecting to the Internet via one wired connection and/or one Wi-Fi connection.
 - 3.2.6. After demonstrating that the Service is operational, the Customer shall sign an installation completion certificate.
- 3.3. Non-standard installation: A non-standard installation may incur additional costs and shall entail the following:
 - 3.3.1. Cable length between the Wireless Subscriber Unit and the Router in excess of 50 (fifty) metres;
 - 3.3.2. Installations at sites that are in high-rise buildings; or installations that require different reticulation, mounts or site revisits;
 - 3.3.3. Where the site is on a rental property and the landlord thereof has strict requirements to meet in order to receive approval for the installation of equipment i.e. requires renegotiation of lease in order to install the CPE or specialized installation to meet landlord approval. Landlord approval is the sole responsibility of the Customer and is required prior to the installation commencing.

4. SUPPORT PARAMETERS

- 4.1. Notwithstanding service specific information detailed in the Customer Support Guide, the following Support parameters shall be applicable for the Service:
 - 4.1.1. Vodacom shall provide the Customer with access to the Technical Call Centre, of which support hours are detailed in the abovementioned guide.
 - 4.1.2. Technical Call Centre contact details:
 - 4.1.2.1. Telephone: 082 1940
 - 4.1.2.2. Email: 0821940@vodacom.co.za

5. SERVICE LEVEL PARAMETERS

- 5.1. Notwithstanding any Service level parameters which may be detailed elsewhere in this Agreement, the following Service Level parameters shall be applicable in respect of the Service:
 - 5.1.1. Installation shall occur within 30 (thirty) Business Days following confirmation of the following:
 - 5.1.1.1. The necessary underlying infrastructure is in place;
 - 5.1.1.2. Vodacom has approved the order and the Customer has received an order reference number.
 - 5.1.2. The repairing of faults relating to the Service shall be performed within 48 (forty-eight) Business Hours subject to the following:

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- 5.1.2.1. The fault repair clock shall take affect after the fault has been reported by the Customer to the Technical Call Centre and acknowledgement of same by the Technical Call Centre by means of a fault reference number;
- 5.1.2.2. The Customer will fully co-operate with Vodacom's efforts to restore Services, such co-operation may include but is not limited to the following:
 - 5.1.2.2.1. Access to the Customer's premises to restore the affected Service element;
 - 5.1.2.2.2. Negligence or abuse of hardware by the Customer or any representative of the Customer;
 - 5.1.2.2.3. Monitoring instruction from the Customer;
 - 5.1.2.2.4. Any Customer action that Vodacom is dependent on to close a problem log including but not limited to, testing and the contactability of the Customer;
 - 5.1.2.2.5. Scheduled Maintenance and agreed downtime.

DULY AUTHORISED REPRESENTATIVE OF THE CUSTOMER	DULY AUTHORISED REPRESENTATIVE OF VODACOM
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: