

Subscriber Terms and Conditions

1 Definitions

In the Agreement, unless inconsistent or otherwise indicated by the context, the following terms shall bear the following meanings:

- 1.1 "Agreement" The Data Subscriber Schedule to Agreement setting out the Subscriber's details, together with all annexures attached thereto, and the Subscriber terms and conditions contained herein.
- 1.2 "Charges" The connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of the Services and any other services provided to the Subscriber in terms of the Agreement.
- 1.3 "Commissioning of the Services" Completion of installation and tests by network installation technicians confirming that the service is operational and connectivity is provided between the two end points.
- 1.4 "Delegated Service Provider" Any Reseller who has been appointed by the Service Provider and who performs credit vetting, approves, concludes agreements, and directly bills the Subscriber or end user of the Services.
- 1.5 "Effective Date" Notwithstanding the date of signature of the schedule, the date of commissioning of the Services.
- 1.6 "EFT" Electronic Fund Transfer.
- 1.7 "Initial Period" The period as indicated on the application form, commencing on the effective date.
- 1.8 "Installation" The installation of terminal equipment on a location or Subscriber laptop/desktop or similar device specified by the Subscriber in an order.
- 1.9 "Internet" The interconnected system of networks that connect computers around the world via the TCP/IP protocol.
- 1.10 "Licence" The national mobile data telecommunication licence granted to the Network Operator/Service Provider to provide a national mobile data telecommunication service by means of a mobile data network.
- 1.11 "Schedule" The Data Subscriber Schedule to Agreement setting out the Subscriber's details.
- 1.12 "Services" includes but not limited to: Voice Over Internet Protocol (VOIP), Worldwide Interoperability for Microwave Access (WiMAX), Internet Access, virtual private network services (VPN), Broadband and dedicated wireless access services, fixed line access services, corporate managed data network services, value-added Internet Protocol ("IP") services, closed user group and video conferencing services made accessible to the Subscriber by Service Provider in terms of the Agreement.
- 1.13 "Mobile Access Numbers" The mobile access numbers, IP address, unique user name or subscription numbers used to identify Subscribers having access to the Services.
- 1.14 "Network Operator" any network operator which has granted the Service Provider authorisation to make the Services available to the Subscriber.
- 1.15 "Order" An order placed by a Subscriber on Service Provider for the provision of the Services.
- 1.16 "Parties" Service Provider and Subscriber and "Party" refer to either of them as so determined by the context.

- 1.17 "Renewal Period" A period as indicated on the Schedule form (if applicable), or commencing on the day immediately following the expiration of the Initial Period, or an anniversary of the expiration period, as the case may be. In the event of no such agreement on a renewal period the agreement will continue on a month-to-month basis after the expiration or anniversary period.
- 1.18 "Service Provider" Integra Tech(Pty) Ltd.
- 1.19 "Subscriber" Any party to whom the Services are made available in terms of the Agreement, including a Delegated Service Provider who on-sells the Services service and bills the end user directly.
- 1.20 "Terminal Equipment" any equipment provisioned and supplied by the Service Provider.
- 1.21 "VAT" Value Added Tax has provided in the Value Added Tax act 89 of 1991.

2 Commencement and termination

- 2.1 The Agreement shall commence on the effective date and shall, subject to the provisions of clause 7 and 8 below, continue for the Initial Period, and thereafter continue based on the Renewal Periods unless terminated:
 - 2.1.2 By the Subscriber, on expiration of the Initial Period or a Renewal Period, as the case may be, by giving to the Service Provider a written notice of termination not less than one calendar month and not more than 90 days before the expiration of the Initial Period or the Renewal Period, as the case may be; and/or
 - 2.1.3 By Service Provider, on written notice to the Subscriber in the event of the authorisation issued by a Network Operator in terms of which the Service Provider is authorised and empowered to give the Subscriber access to the Services is terminated for whatsoever reason.
- 2.2 Notwithstanding the use of agents or other intermediaries (Delegated Service Providers) by Service Provider, the order by the Subscriber is an offer made by the Subscriber to the Service Provider and will be considered once received by Service Provider. The Service Provider's acceptance of the offer shall consist of the commissioning of the Services as contemplated in clause 1.4, and upon which activation the Agreement shall become binding between the Service Provider and the Subscriber whether or not the Subscriber was notified of the acceptance of the offer. The Subscriber hereby expressly dispenses with notification of acceptance of the offer by the Service Provider.
- 2.3 The Subscriber may not cancel or terminate the Agreement and demand reimbursement for any damages of whatsoever nature as a result of the Subscriber's relocation to an area outside of Service Provider's coverage. In the event where the Subscriber terminates the Agreement, he or she shall be liable for the remainder of the Agreement.
- 2.4 At the time the Subscriber signs the Schedule or Order for the provision of Services, the Subscriber agrees that he or she is entering into a legally binding Agreement.
- 2.5 The Subscriber acknowledges that upon termination of the initial period (as indicated in the schedule) of the Agreement, it shall continue on a month to month basis.

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2.6 The Subscriber or Service Provider may cancel or terminate the Agreement without penalties in the event where the Subscriber and the Service Provider are in agreement that the services cannot be delivered to the satisfaction of both parties.

3 Supply and installation of terminal equipment and Services

3.1 The order placed by the Subscriber on Service Provider or Delegated Service Provider is subject to Service Provider's approval in its sole discretion. If the Service Provider does not approve the order, it shall not be under any obligation to the Subscriber to give reasons for its decision.

3.2 The Service Provider shall utilise its best endeavours to promptly comply with any supply and/or delivery and/or installation requirements recorded in the order but shall not be liable to the Subscriber in the event that such supply and/or delivery and/or installation is delayed or cancelled, for whatsoever reason. The Service Provider may in its discretion refer the Subscriber to a third party who may undertake the installation of the terminal equipment in its own name and behalf and not as an agent of the Service Provider.

3.3 The Subscriber shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority and required for the purpose of any such supply and/or delivery and/or installation, and the Subscriber hereby indemnifies Service Provider against any claim or liability suffered by Service Provider by reason of such approval and authorities not having been obtained.

3.4 The Subscriber acknowledges that the Service Provider may change or alter the Terminal Equipment to keep up with technology evolution for the provision of the Services.

3.5 The Subscriber hereby warrants and undertakes in favour of Service Provider that the Subscriber:

3.5.1 Shall not use nor allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services.

3.5.2 Shall only use the terminal equipment provided by Service Provider and comply with relevant legislation and regulations imposed by any competent authority and all directives issued by Service Provider relating to the use of terminal equipment and the provision of Services.

3.5.3 Recognises that no right, title or interest in the software contained in the terminal equipment issued to the Subscriber vests in the Subscriber.

3.5.4 Shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any terminal equipment.

4 Charges and Payment

4.1 In consideration for the provision of the Services, terminal equipment and any other services supplied by Service Provider to the Subscriber, the Subscriber shall effect payment to Service Provider of the applicable charges, as detailed in the schedule and whether or not the

Services have been, or are being utilised by the Subscriber.

4.2 The Service Provider may, by mutual agreement, vary future charges, either in whole or in part, with effect from the date specified in such notice.

4.3 Unless otherwise agreed to by Service Provider in writing, the Subscriber shall effect payment to the Service Provider:

4.3.1 for the installation within 30 days of presentation of invoice and against commissioning of the Services.

4.3.2 Of monthly service charges monthly in advance within 30 days from date of the relevant invoice.

4.3.3 via an EFT and the Subscriber shall have discharged its obligations only upon payment being received by Service Provider.

4.4 Notwithstanding the provisions of clause 4.3, Service Provider may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.

4.5 In the event that Service Provider requires payment for the services provided to the Subscriber to be made by EFT, the Subscriber will commit a breach of the Agreement if the Subscriber:

4.5.1 Fails to honour the payment without the written consent of Service Provider.

4.5.2 Provides the Service provider with incorrect payment amount.

4.6 The monthly statement shall be sent by Service Provider to the Subscriber at the e-mail address supplied by the Subscriber in the schedule. The parties shall ensure that, if the statement is incorrect, it is reconciled to reflect the correct status of affairs in relation to the services rendered during and after the termination of the agreement.

4.7 Any migration from one service to another shall for the duration of this agreement be subject to Service Provider's approval in its discretion and Service Provider shall be entitled to levy fees for migrations, but which fees may not exceed the amounts approved or fixed by the responsible regulatory authority from time to time.

4.8 The Service Provider will charge a cancellation penalty in respect of the costs actually incurred and any administration costs for any contract that is terminated before or during installation for provisioning of the Services.

4.9 The Subscriber shall ensure that the Equipment is installed to the Subscriber's satisfaction before commencement of billing and once the Subscriber has signed off, the Service Provider will accept that the Subscriber is satisfied with the aforesaid installation.

5 Suspension

5.1 Service Provider may at any time, suspend the Subscriber's access to the Services in the event that:

5.1.1 Any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the Services or the Network. Service Provider will endeavour to inform the Subscriber timeously, in the event of planned maintenance.

5.1.2 The Subscriber fails to perform any of his or her obligations, or breaches any terms of the Agreement

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(in which event Service Provider may also suspend the Subscriber's use of the terminal equipment).

5.2 Service Provider reserves the right to require the Subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of the Services suspended in the circumstances contemplated in clause 5.1.2. In the event that the Subscriber's access to the Network is suspended due to subscriber fault, the Subscriber shall still be liable for the monthly service charges during any such period of suspension.

5.3 Notwithstanding the provision of the Services to the Subscriber, the terminal equipment shall remain the property of the Service Provider.

5.4 The Service Provider shall be entitled to use the terminal equipment installed at any site for the provision of the Services to other Subscribers other than the Subscriber to this Agreement.

6 Limitation of liability

6.1 Without detracting from any of the other provisions of the Agreement, Service Provider shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber and whether the same is direct or consequential, in the event that:

6.1.1 Service Provider fails for any reason whatsoever to supply and/or deliver and/or provide installation of any terminal equipment either on the required date or at all; and/or

6.1.2 The Services are interrupted, suspended or terminated for whatsoever reason; and/or

6.1.3 Such loss or damage was caused by any negligent act or omission on the part of Service Provider, its employees or its agents.

6.1.4 The Service Provider shall not be responsible for any losses or damages caused by 3rd party suppliers appointed by the subscriber.

7 Breach

7.1 If the Subscriber commits a breach of any of the terms and conditions hereof and remains in default for a period of 7 (seven) days after delivery to the Subscriber of a written notice ("notice of breach") from the Service Provider calling for such breach to be remedied, the Service Provider shall be entitled forthwith and without further notice to the Subscriber to either terminate the Agreement or claim specific performance of all of the Subscriber's obligations, including the immediate payment of all sums of money payable by the Subscriber, whether or not then due, in either event without prejudice to the Service Provider's right to claim such damages as it may have suffered by reason of such breach or failure.

7.2 Without prejudice to the provisions of clause 7.1 above, the Service Provider may forthwith terminate the Agreement at any time by giving Subscriber written notice of such termination if (i) the Subscriber fails to make payment of any charges on or before the due date for payment thereof; and/or (ii) the Subscriber within a 12-month period calculated from a notice of breach, receives a further notice of breach; or (iii) in the event that the Subscriber is sequestered, liquidated or placed under business rescue (or similar process), irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.

7.3 Any termination pursuant to the preceding provisions of this clause shall be without prejudice to any claim the Service Provider may have against the Subscriber in respect of any prior breach of the terms and conditions of the Agreement by the Subscriber.

7.4 Without derogating from any other rights or remedies available to the Service Provider in terms of the Agreement or at law, in the event of the Agreement being cancelled by the Subscriber (for whatsoever reason) prior to the expiry of the Initial Period or any Renewal Period, or in the event of the Service Provider electing to terminate the Agreement pursuant to any breach by the Subscriber which entitles the Service Provider to cancel:

7.4.1 The Subscriber shall be liable to the Service Provider and hereby agrees to pay on demand, the full charges payable to the Service Provider for the remainder of the Initial Period or Renewal Period, as the case may be.

8 General

8.1 In the event of the Subscriber failing to effect payment of any amount owing by them to Service Provider on due date, then without derogating from Service Provider rights in terms of clause 7, the Subscriber shall be liable to effect payment of interest to Service Provider on the amount so owing at the prime interest rate as published from time to time by the banker of the Service provider plus 2% (percent), from due date to date of payment.

8.2 Unless specifically stated otherwise, all prices and charges set out in the Agreement and any price list are exclusive of Value-Added Tax and exclusive of any other applicable tax or duty, the liability of which shall vest with the Subscriber.

8.3 Service Provider may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the licence issued to the Network Operator, the terms and conditions of any agreement between the Network Operator and Service Provider or any circumstances or events similar to the foregoing. Service Provider shall notify the Subscriber of any changes as contemplated herein in writing.

8.4 Subject to clause 4.6 a statement under the hand of any Manager of Service Provider certifying the sum of any amount owing by the Subscriber to Service Provider shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Service Provider to obtain any judgment or order against the Subscriber.

8.5 The Subscriber will be liable to pay all legal costs we incur in exercising any of our rights in terms of this Agreement, including all legal charges as between attorney and client, counsel fees, tracing fees and collection charges.

8.6 Should the Subscriber be placed under administration, sequestration or liquidation proceedings, or suffer any other legal disability which will negatively affect the Subscriber's ability to make payment to the Service provider, the Subscriber is required to notify the Service Provider, in writing within 7 (seven) days of occurrence of the afore-mentioned events.

8.7 The Service Provider shall not be liable for matters including but not limited to; any additional labour and equipment costs such as cabling, plug points.

8.8 The Service Provider shall not be liable for non provision

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of the Services due to acts beyond its control (*Force Majeure*). Subscriber shall also be granted leniency in case of force majeure.

9 Consent/Authority

- 9.1 The Subscriber hereby consents/authorises Service Provider to disclose the Subscriber's name, address and personal details to the Service Provider whenever it is reasonably necessary for Service Provider to properly perform its functions or protect its interests, or for the purpose of enabling the Network Operator or Service Provider to provide emergency Services to the Subscriber.
- 9.2 The Subscriber hereby consents/authorises Service Provider at any time, with written permission from the Subscriber to obtain information about the Subscriber's profile from any authorised and registered credit reference agency in the Republic of South Africa.
- 9.3 The Subscriber consents/authorises the Service Provider to provide regular reports in respect of Subscriber's payment conduct to any authorised and registered credit reference agency in the Republic of South Africa.
- 9.4 The Subscriber consents/authorises receiving marketing, promotional updates and client satisfaction surveys from the Service Provider.

10 Notices and domicilia

- 10.1 Postal address:
- 10.1 Address for service of legal documents (notices and domicilia) The parties choose the following physical addresses and fax numbers at which documents and legal proceedings in connection with the Agreement may be served.
- 10.1.1 In the case of Service Provider, to: Integra Tech(Pty) Ltd, Address: 80 Lyttelton Road, Clubview, Centurion, 0157
- 10.1.2 In the case of the Subscriber, to the physical address and/or fax number set out in the Subscriber details schedule to which these standard terms and conditions are attached and marked for the attention of the Subscriber.
- 10.2 The notice shall be deemed to have been duly given 10 (ten) days after posting, if posted by registered post to the parties addressed in terms of this sub-clause.
- 10.3 On delivery if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents.
- 10.4 On dispatch if sent to the party's then fax number and confirmed by registered letter posted no later than the next business day.
- 10.5 Unless the addresser is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.
- 10.6 Either party may change its address for the purpose of the Agreement to another physical address in the Republic of South Africa by notice in writing to the other party.

Miscellaneous matters

- 10.7 Entire contract: The Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in the Agreement.
- 10.8 No representations: Neither party may rely on any representation which allegedly induced that party to enter into the Agreement, unless the representation is recorded in the Agreement.
- 10.9 Variation, cancellation and waiver: No contract varying, adding to, deleting from or cancelling the Agreement, and no waiver of any rights under the Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 10.10 Indulgences: If either party at any time breaches any of that party's obligations under the Agreement, the other party ("the aggrieved party"):
- 10.10.1 May at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing of a clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right (if the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing). In particular, acceptance of late performance shall for a reasonable period after performance be provisional only, and the aggrieved party may still exercise that right during that period.
- 10.10.2 Shall not be stopped (i.e. prevented) from exercising the aggrieved party's rights arising out of the breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

11 Acknowledgements

- 11.1 The Subscriber acknowledges having read and accepted the terms and conditions of the Acceptable Use Policy on the Integra Tech website as well as the terms and conditions as set out herein.
- 11.2 The Subscriber warrants that it has the necessary legal capacity and authority to conclude this agreement.
- 11.3 The signatory of the Subscriber warrants that he/she is authorised to sign on behalf of the subscriber.
- 11.4 The Subscriber confirms that it has been given an adequate opportunity to read and has read and understood the agreement together with the Service provider's acceptable use policy, and any product specific terms and conditions, where applicable, and
- 11.5 Where the physical installation of equipment is required, the Subscriber warrants that it has obtained all necessary consents from the landlord or landowner as the case may be.

12 Termination for Cause (Revocation of license)

- 12.1 Without prejudice to any other rights at law or set out in the Agreement, the Service Provider may terminate the Agreement upon written notice to the Subscriber in the event that the Licence is revoked, terminated or amended for any reason whatsoever. Should the Services

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be suspended or terminated due to the revocation of the licence, in terms of which the Services are provided, the Subscriber shall not be liable for any Charges, except for the Charges for Services already rendered to the Subscriber.

13 Interception and monitoring of communications

13.1 Subject to the provisions of Regulation of Interception of Communications and Provision of Communication-related information Act (RICA), 70 of 2002 or any law, the Subscriber acknowledges the Service Provider's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted via the Service Provider's network. RICA may be accessed from <http://www.info.gov.za/acts/2002/a70-2002>.

13.2 The Subscriber acknowledges and agrees that in the event that Service Provider, in its sole discretion or if obliged by any applicable law, determines that any content hosted by Service Provider, published by Service Provider on the Subscriber's behalf or transmitted by the Subscriber by means of the Service(s) ("Content") is in violation of any law or the Acceptable Use Policy, Service Provider shall be entitled –

13.2.1 forthwith to request the Subscriber to remove such Content; and/or

13.2.2 forthwith to require the Subscriber to amend or modify such Content; and/or

13.2.3 without notice to terminate access to any Product(s) and/or Service(s) and/or suspend or terminate any Service(s); and/or

13.2.4 without notice to delete the offending Content.

13.3 The Subscriber acknowledges that any exercise by Service Provider of its rights in terms of clause 13.2 above shall not be construed as an assumption of liability by Service Provider for the Content and/or the publication thereof whether or not Service Provider has knowledge of such Content, having cognisance of the fact that Service Provider and Service Provider have no general obligation in law to monitor Content. The Subscriber hereby indemnifies Service Provider and holds it harmless against any liability, claims, fines or other penalties of whatsoever nature suffered or imposed by any person arising either directly or indirectly out of the Content or the publication or hosting or transmission thereof.

14 Security and Access

14.1 Service Provider, Service Provider's employees and/or any of Service Provider's subcontractors shall, at all times, adhere to the Subscriber's security management and site access policies and procedures as notified to Service Provider in writing from time to time.

15 Confidential Information

15.1 For the duration of this Agreement and a period of 3 (three) years thereafter, each party hereby undertakes to the other to:

15.1.1 keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or entering into or to performance of this Agreement ("the information");

15.1.2 not without the other party's written consent to disclose the information in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation, of this Agreement and who have a need to know the same; and

15.1.3 to use the information solely in connection with the implementation of this Agreement and not for its own or the benefit of any third party; and

15.1.4 protect the confidential information of the providing party using the same standard of care used to safeguard its own confidential information and agrees further to store and handle the confidential information in such a way as to prevent any unauthorised disclosure thereof.

15.2 The provisions of clause 15.1 shall not apply to the whole or any part of the information to the extent that it is:

15.2.1 trivial or obvious;

15.2.2 already in the other's possession other than as a result of a breach of this clause; or

15.2.3 independently developed by one party prior to the execution of this Agreement; or

15.2.4 in the public domain through no fault of the receiving party.

15.3 Each party hereby undertakes to the other to make all relevant employees, agents and sub-contractors aware of the confidentiality of the information and the provisions of this clause and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause.

16 Provision of the service

16.1 Service Provider shall make the Services available to the Subscriber throughout the duration of this Agreement save and except in circumstances beyond the control of Service Provider and subject to the terms and conditions contained herein.

17 Risk and ownership

17.1 The Subscriber acknowledges and agrees that all rights of ownership in and to any Network Equipment shall, at all times, remain vested in the Service Provider.

17.2 All rights of ownership in and to any Equipment and/or Network Equipment-

17.2.1 supplied by Service Provider on a loan or rental basis, price shall remain vested in Service Provider;

17.2.2 purchased by the Subscriber from Service Provider and supplied by Service Provider either free of charge or at a subsidised price shall remain vested in Service Provider for the duration of the initial period of the Service Schedule in terms of which it is supplied; and

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17.2.3 at Service Provider's listed price shall remain vested in-Service Provider until the Subscriber has made payment therefore in full to Service Provider.

17.3 All risk in and to –

17.3.1 the Equipment and/or Network Equipment shall pass to the Subscriber on installation thereof in/on/at the Subscriber's premises;

17.3.2 the Equipment and/or Network Equipment shall pass to the Subscriber upon delivery thereof and the Subscriber shall be liable for any and all loss, theft or destruction of or damage thereto, howsoever arising.

17.4 In the event of damage to or the loss, theft or destruction of the Equipment and/or Network Equipment or any portion thereof, the Subscriber shall be obliged to pay to Service Provider the cost of replacing and/or making good the Equipment and/or Network Equipment so damaged, lost, stolen or destroyed due to the negligence or at any reason directly attributable to the Subscriber. The Service Provider shall cover the Equipment and/or Network Equipment or any portion thereof damaged due to the *force majeure* (Acts of God) events.

17.5 The Subscriber undertakes –

17.5.1 to display in relation to the Equipment and/or Network Equipment no lesser degree of care than it would had same belonged to it and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment and/or the Network Equipment;

17.5.2 not, in any manner, to alienate, encumber or otherwise dispose of the Equipment and/or the Network Equipment;

17.5.3 not to procure repair or maintenance of the Equipment and/or the Network Equipment by any third party without the prior written consent of Service Provider or in any other manner tamper with the Equipment and/or the Network Equipment.

18 Unsolicited Commercial Communications

18.1 The Subscriber indemnifies the service provider and its directors against all loss, liability, damage or expense (whether actual, contingent or otherwise and whether or not in the contemplation of the parties and including but not limited to loss of data, profits or goodwill) which the service provider or its directors may suffer as a result of or which may be attributable to the sending of unsolicited commercial communications ("SPAM").

18.2 The Subscriber is solely responsible for compliance with all laws and regulations from time to time regulating SPAM including but not limited to the Electronic Communications and Transactions Act of 2002 ("ECTA") and the independent communications authority of South Africa ("ICASA") code of conduct.

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Assignment, Sub Contracting and Contracting on behalf of the subscriber

19.1 The Subscriber may not assign any of its rights or obligations in terms of this agreement, nor pass any equipment to any third party, nor allow any third party to use the equipment, without the Service provider's prior written consent.

19.2 The rights and obligations of Service Provider in terms of the Agreement may be ceded and delegated by it to any other party on written notice to the Subscriber.

19.3 Subject to the restriction in clause 19.1 this agreement shall be binding on the successors-in-title of the respective parties.

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Governing Law and Jurisdiction:

20.1 This agreement shall be governed by the laws of the Republic of South Africa.

20.2 The subscriber, by its signature hereto and in terms of the provisions of Section 45 of the Magistrate Court Act No 32 of 1944, as amended consents to the jurisdiction of the Magistrate's Courts in relation to any actions or proceedings instituted against the Subscriber in terms of, or arising out of the provisions of this agreement, provided that either party in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

21

Estimated Lead Time for Fibre Installations :

21.1 Norman Conditions:

4 – 6 Months Estimate Lead Time

21.2 Out of Pre-Sync Conditions:

6 – 12 Months Estimate Lead Time where extreme civil works and wayleaves is required.

21.3 All requests for Fibre Service shall be subject to feasibility study to determine whether a Network Operator has adequate fibre infrastructure to provide the Service at a specific location.

21.4 Desktop Surveys are performed to conduct initial feasibility studies and inform estimated lead times and costs.

21.5 Network Operators reserve the right to amend feasibility results during implementation of the services when circumstances arise that was not foreseeable with desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to previously unknown factors.

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- 21.6 When a network operator amends feasibility results, it may lead to increased installation times, and may also lead to a re-classification of the premises. For example, an In-Precinct building may be amended to a Special Precinct.
- 21.7 In the event of changes to the feasibility results leading to changes in pricing or installation times, the Parties shall co-operate in good faith to conclude amended terms and conditions that consider such changes that are necessitated through changed circumstances.

22 Relocation :

- 22.1. The portion of the Fibre Service that is comprised of the provision of the Link is provided to the specific address with a Link leased by Integra Tech (PTY) LTD from a Network Operator.
- 22.2 Each Link has its own unique build cost (which is not related to the installation fee charged by Integra Tech (PTY) LTD) and accordingly should the Customer wish to move premises during the contract term of a Fibre Service, there will be associated costs recoverable from the Customer as follows:
- 22.3 If the new premises are at an address that falls within the definition of:
In-Coverage - A replacement contract must be signed for at least
a) the same term
b) the same value
- Relocation fees for the new Link will be payable by Customer.
Not-Feasible - Value of the balance of contract reckoned from the Commencement Date will be payable.
- 22.4 To ensure minimum disruption to Service to the Customer, Customer must give Integra Tech (PTY) LTD at least six months' notice of its intention to move premises, together with full details of the new premises.
- 22.5 All requests for the Fibre Service at new premises shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure in order to provide the Service at a specific location.
- 22.6 If, after a feasibility study has been conducted it is evident that:

20.6.2. A new link will in all likelihood not be installed by the time that the Customer moves into the new premises; then

- 20.7 Integra Tech (PTY) LTD shall suggest an alternative service to be provided to the Customer as a replacement service and the customer shall be obliged to procure from Integra Tech (PTY) LTD such replacement service as best meets the Customer's technical requirements.

- 20.8. Services provided on new Links or as a replacement to the Fibre Service shall be on a new contract term and shall not continue for the duration of the term of the Fibre Service associated to an existing address, unless Integra Tech (PTY) LTD agrees otherwise in writing.

- 20.9 In the event that it is not possible to provide the Customer with an alternative Link or an alternative Service at the new premises, it shall be regarded with as an early termination of agreement and dealt with in accordance with the termination provisions below.

20.6.1. It is not feasible to provide an alternative Link to the new premises; or