

# Master Services Agreement



Between  
**Broadband Infraco SOC Limited**  
and  
**Kareeberg Local Municipality**

Agreement Number: INFRACO/MSA/027

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## 1. PARTIES

1.1 The Parties to this Agreement are:

**Broadband Infraco SOC Limited**

and

**Kareeberg Municipality**

1.2 The Parties hereby agree to conclude this Agreement on the terms and conditions set out below.

## 2. INTERPRETATION AND DEFINITIONS

Word importing:

2.1.1 any one gender includes the other gender;

2.1.2 the singular includes the plural and vice versa; and

2.1.3 the singular includes created entities (corporate and unincorporated) and the state and vice versa.

2.2 Unless the context otherwise indicates, the following expressions shall have the meanings given to them hereunder and cognate expressions shall have corresponding meanings:

2.2.1 **"Affiliate"** means, the holding company, subsidiary, associated and/or related company of Broadband Infraco, including their successors, permitted assigns, employees, sub-contractors and agents as the case may be;

2.2.2 **"Agreement"** means this master services agreement and attachments that may be annexed to this master services agreement from time to time, by mutual agreement between the Parties;

2.2.3 **"Broadband Infraco"** means Broadband Infraco SOC Limited, a company duly registered under the company laws of the Republic of South Africa with registration number 1989/001763/30 and having its principal place of business at Building 9 Country Club Estate, 21 Woodlands Drive, Woodmead;

2.2.4 **"Business Day"** means any day other than Saturday, Sunday or a public holiday officially recognized as such in the Republic of South Africa;

2.2.5 **"Confidential Information"** means all information which is confidential or proprietary in nature to a Party including, to the extent that it is not freely and publicly available, commercial, financial, technical, scientific and research information, trade secrets, passwords, or other secret codes, information disclosed with the permission of third parties in which third parties have confidential rights, information legally protected from public disclosure, any information the unauthorized disclosure of which could reasonably be expected to cause harm or risk to the owner of the information and any other information designated by the disclosing Party as confidential or which is manifestly confidential;

2.2.6 **"Customer"** means Kareeberg Municipality

2.2.7 **"Due Date"** means the payment date of an invoice, being thirty (30) Business Days from the date specified in the invoice;

2.2.8 **"Effective Date"** means the date of signature of this Agreement by the Party signing last in time;



- 2.2.9 **“Intellectual Property Rights”** means all rights recognized and protected as such under South African law, including without limitation, copyright, trademarks, designs, patents and know-how;
- 2.2.10 **“IRU Service”** means a Service that is procured on an indefeasible right of use basis, through an initial once-off payment and an annual fee for operations and maintenance as set in the applicable Service Order Form;
- 2.2.11 **“Lease Service”** means a Service that is procured on a Lease basis through monthly, quarterly or annual lease payments;
- 2.2.12 **“Licence”** means the Electronic Communications Network Service licence issued to Broadband Infracore on 19 October 2009, and any renewal, amendment, re-issue or equivalent thereof authorising Broadband Infracore to provide the Services;
- 2.2.13 **“Network”** means the electronic communications network and network components owned and operated by Broadband Infracore, including the PoPs, but does not include equipment on Customer premises (such as modems, routers etc), or any electronic communications networks or network equipment not owned or controlled by Broadband Infracore;
- 2.2.14 **“Non-Recurring Charge”** or **“NRC”** means the installation fee for the Services as set out in the applicable Service Order Form;
- 2.2.15 **“Party”** means either of the signatories to this Agreement and **“Parties”** means both of them collectively and shall be deemed to mean and include their respective successors and permitted assigns;
- 2.2.16 **“PoP”** means a point of presence;
- 2.2.17 **“Service Commencement Date”** means 5 (five) days following the date on which Broadband Infracore has completed installation and testing of the Service;
- 2.2.18 **“Service Fee”** or **“SF”** means the recurring charge for the Lease Services or the non-recurring charge for IRU Services as set out in the applicable SOF;
- 2.2.19 **“Service Handover Form”** or **“SHF”** means the form provided by Broadband Infracore to the Customer after Broadband Infracore has completed installation and testing of the Service;
- 2.2.20 **“Service Levels”** means the levels of service required in relation to the provision by Broadband Infracore of the Services as fully set out in the Service Level Agreement;
- 2.2.21 **“Service Level Agreement”** or **“SLA”** means the service level agreement comprising Schedule 2 to this Agreement which details the Service Levels;
- 2.2.22 **“Service Order Form”** or **“SOF”** means the form, a pro forma of which is attached as Schedule 1 to this Agreement, through which the Customer accepts a quotation for Services, setting out the details of the Services requested including the Service description, quantities, fees and charges payable and timetable for and/or duration of delivery of the Services;
- 2.2.23 **“Services”** means any services provided to the Customer by Broadband Infracore under a Service Order Form and in accordance with this Agreement;
- 2.2.24 **“Termination Date”** means the date upon which the relevant SOF terminates for any reason whatsoever.

- 2.3 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 2.4 In the event of ambiguity or conflict between any of the constituent parts of the Agreement, the order of precedence in the interpretation of the Agreement shall be:
- 2.4.1 The Agreement; and
- 2.4.2 The Schedules unless the conflicting Schedule is Schedule 1, in which case Schedule 1 shall take precedence over the Agreement.
- 2.5 In the event of a conflict in meaning between any of the Schedules, Schedule 1 (Service Order Form) shall take precedence over the other Schedules.
- 2.6 The Schedules form an integral part of this Agreement and words and expressions defined in this Agreement shall bear, unless the contrary is stated or the context otherwise requires, the same meaning in such Schedules.
- 2.7 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract shall not apply.
- 2.8 Any reference to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time.
- 2.9 If any provision in the interpretation and definitions section is a substantive provision bestowing rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.10 When any number of days is prescribed in this Agreement, same shall be reckoned exclusive of the first day and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.11 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.12 Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s.
- 2.13 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 2.14 The use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 2.15 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and shall continue to be of full force and effect.
- 2.16 A law shall be construed as any law (including common law) or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any legislative measure of any government, local government, statutory or regulatory body or court.



### 3. APPOINTMENT

- 3.1 The Customer hereby appoints Broadband Infracore to provide the Services, subject to the terms and conditions contained in this Agreement, which appointment Broadband Infracore hereby accepts.
- 3.2 Broadband Infracore shall be entitled to appoint any of its Affiliates to provide the Services on written notice to the Customer to such effect, provided that Broadband Infracore shall be and remain liable with such appointee for the due and proper performance by it of all of its duties, functions and obligations under this Agreement.

### 4. COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement shall commence on the Effective Date and shall thereafter remain in force indefinitely, unless terminated in accordance with and/or subject to the remaining provisions of this Agreement.
- 4.2 The commencement of the Services to be provided to the Customer shall be in terms of each individual SOF that is completed by the Customer and will be effective from the Service Commencement Date for the duration specified in the SOF.

### 5. PROVISION OF SERVICES

- 5.1 Broadband Infracore hereby agrees that it will as from the Service Commencement Date, and thereafter continue throughout the duration specified in the applicable SOF to, supply the Services agreed between the Parties in the applicable SOF, in accordance with the terms and conditions of this Agreement.
- 5.2 Broadband Infracore shall not be committed to supply any Services to the Customer until an SOF in respect of the required Services has been signed by the Customer
- 5.3 In providing the Services to the Customer pursuant to each of the SOFs, Broadband Infracore reserves the right to utilise any technology which it has available and which it considers at its discretion as most suitable and reasonable to render Services.
- 5.4 Broadband Infracore reserves the right to utilise any spare transmission capacity that it has installed for the Customer for the purpose of providing services to other Broadband Infracore customers, provided that such use of spare capacity does not have an adverse effect on the provision of the Services to the Customer.
- 5.5 The Customer shall ensure that it and its customers do not by any act or omission, damage, interfere with or impede the operation of the Service or Network provided by Broadband Infracore.
- 5.6 Where the Customer is aware that there is any violation or contravention contemplated in clause 5.5, it will co-operate with and provide Broadband Infracore with the necessary information to assist in identifying, preventing, remedying or rectifying such violation or contravention.
- 5.7 The Customer may at any time request a quotation for additional Services, in respect of which Broadband Infracore may provide a written quotation to the Customer within 5 (five) Business Days of the request or provide written notification to the Customer within this period that it does not wish to submit a quotation. Broadband Infracore may request a longer period for the submission of a quotation for a Service which is not readily available.
- 5.8 A quotation for additional Services given in accordance with clause 5.7 shall indicate the feasibility of the Services, and shall include the information required in order to complete a SOF where applicable.
- 5.9 The Customer may at any time request a decrease in or cancel a Service and may request a corresponding increase on another Service or request a new Service, provided that the resulting total SF for the Service(s) remains unchanged. Such decrease or cancellation of a Service shall not attract

early termination costs contemplated in clause 19. In the event that the decrease or cancellation and the requested increase or new Service results in an increase of the SF, then the Customer shall only be liable to pay to Broadband Infraco the monetary value of such variance.

## 6. FEES AND CHARGES

- 6.1 The Customer shall pay to Broadband Infraco, the NRC and SF, and/or other charges agreed between the Parties in accordance with the terms and conditions set out in the applicable SOF on or before the Due Date without any set off or other deduction including, without derogating from the generality of the foregoing, all and any taxes as may be imposed on the Customer.
- 6.2 Broadband Infraco shall be entitled to request an adjustment to the SF as a result of any regulatory, economic, or government imposed factors that impact on such SF.
- 6.3 Broadband Infraco shall be entitled to review the SF for new Services not more frequently than once annually. Broadband Infraco will provide the Customer with 30 (thirty) days written notice to effect any adjustments to the SF, provided that any tariff increases shall be lodged with the Independent Communications Authority of South Africa in accordance with the terms and conditions prescribed in the licence and shall be effective from 1 April following such price adjustments.
- 6.4 Rebates in respect of Service Levels:
- 6.4.1 Rebates as set out in Schedule 3 to this Agreement shall apply to Services, subject to the provisions of this clause 6 and clause 7 of the Agreement.
- 6.4.2 The Customer shall provide Broadband Infraco with tax invoices in respect of all rebates due to it within 10 (ten) Business Days after expiry of the 15 (fifteen) Business Day period allowed for the resolution and reconciliation of rebates as set out in clause 5 of Schedule 2 to this Agreement.
- 6.5 Each Party shall be liable for the payment of any taxes imposed on its income for the provision or acquisition of the Services by any governmental or other authority of competent jurisdiction.
- 6.6 Should the Customer be required to pay any withholding taxes directly to the relevant government, statutory or regulatory body in the country that the Customer receives the Services, the Customer shall submit to Broadband Infraco copies of all documentation submitted to, and received from, such government, statutory or regulatory body, relating to each payment made by the Customer in terms of this Agreement to enable Broadband Infraco to apply for a foreign tax credit from Broadband Infraco's relevant government, statutory or regulatory body.
- 6.7 In the event that Broadband Infraco's relevant government, statutory or regulatory body refuses any claim from Broadband Infraco for foreign tax credits to which Broadband Infraco is entitled under this Agreement, as a result of the foreign tax credit not being claimable or the failure by the Customer to comply with the terms of clause 6.6, Broadband Infraco shall invoice the Customer for the full value of the relevant claim and the Customer shall be obliged to make payment thereof to Broadband Infraco.
- 6.8 The benefit of any reduction in any of the taxes or duties specified in clause 6.6 shall be passed on to the Customer.



## 7. INVOICING

- 7.1 Broadband Infracore will invoice the Customer for each Service provided under this Agreement from the Service Commencement Date.
- 7.2 Broadband Infracore shall, in relation to all fees due under each applicable SOF, provide the Customer with a detailed monthly statement of account (together with all related tax invoices) setting out the amount due and payable by the Customer.
- 7.3 Broadband Infracore may include on any invoice any amount not previously billed for in respect of Services rendered to the Customer prior to the current month.
- 7.4 All tax invoices shall be payable by the Customer on Due Date, by cheque or by electronic funds transfer into a banking account specified by Broadband Infracore in each invoice.
- 7.5 If any amount is not paid on Due Date, the Customer shall pay interest on the overdue amount at the prime lending rate charged by the Standard Bank of South Africa Limited plus 2% (two percent), such interest to run from the Due Date until payment thereof has been made in full (together with interest).
- 7.6 The Customer shall not withhold any amount due in respect of any invoice for any reason whatsoever. The Customer shall pay the amount due and payable by it to Broadband Infracore by the Due Date.
- 7.7 Invoices shall be provided electronically to the Customer by no later than 3 (three) days after the invoice date.

## 8. BILLING DISPUTES

- 8.1 If the Customer wishes to dispute, in good faith, any charge appearing on any invoice, it shall notify Broadband Infracore in writing of such dispute as soon as reasonably possible. Any such notification shall refer to the specific invoice under dispute and the grounds for the dispute.
- 8.2 After notifying Broadband Infracore of the dispute in connection with any particular invoice, the Customer shall continue to make payment in respect of the disputed invoice and Broadband Infracore shall continue to provide the Services to the Customer as contemplated in this Agreement.
- 8.3 The Parties shall attempt, in good faith, to resolve all disputes arising between them. The outcome shall be recorded in writing and a Party shall have a period of 14 (fourteen) days from the date of resolution of the dispute within which to make payment of the disputed amount to the other, should the Parties resolve that payment or part thereof should be so made.
- 8.4 Should the dispute be incapable of resolution in terms of clause 8.3, the provisions of clause 21 shall apply.
- 8.5 If payment of an invoice has already been made and circumstances subsequently emerge which could not reasonably have been known to the Customer earlier, which constitute good reason not to pay or to have paid the invoice, the Customer shall be entitled to dispute its obligation to make payment and reclaim payment made.



## 9. THE CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

- 9.1.1 comply with the terms and conditions of this Agreement and the applicable SOF, and such other terms and conditions as Broadband Infraco may notify the Customer in writing for the purpose of continuous and secure provision of the Services or to comply with any applicable law;
- 9.1.2 ensure that the Customer's customers do not infringe the rights of any person, including, but not limited to, Intellectual Property Rights and rights of confidentiality of Broadband Infraco;
- 9.1.3 not do anything which is unauthorised or illegal under any applicable law; and
- 9.1.4 adhere to applicable laws and obtain such permissions and approvals as are necessary for the Customer to use the Services.

9.2 The Customer warrants that:

9.3 It is duly incorporated in accordance with the company laws of South Africa; and

9.4 It has legal capacity and power to enter into and perform and has taken all necessary actions to authorize its entry into and performance under this Agreement.

## 10. RETAINED RESPONSIBILITIES

10.1 In connection with the Services provided by Broadband Infraco under this Agreement and any SOF, the Customer retains responsibility for the functions and requirements listed in the relevant SHF.

10.2 Broadband Infraco's non-performance of any particular obligation under this Agreement shall be excused if and to the extent that such Broadband Infraco's non-performance results from the Customer's failure to perform its retained responsibilities.

## 10.3 BROADBAND INFRACO'S OBLIGATIONS

10.4 Broadband Infraco shall not do, or permit to be done, anything in relation to the Services which may reasonably be expected to damage or materially interfere in any way whatsoever with the proper normal operation of the Customer's electronic communications network.

10.5 Broadband Infraco shall: (i) not infringe the rights of confidentiality of the Customer; (ii) not do anything which is unauthorised or illegal under any applicable law; and (iii) adhere to applicable laws and obtain such permissions and approvals as are necessary for Broadband Infraco to provide the Services.

## 11. SUB-CONTRACTORS

11.1 Broadband Infraco may appoint sub-contractors to perform the Services provided that it does not breach any of the conditions of its Licence in doing so.

11.2 Broadband Infraco shall be liable for all acts and omissions of its sub-contractors as if they were those of Broadband Infraco itself.

## 12. SAFETY AND SECURITY

- 12.1 Each Party agrees to comply with safety and security procedures notified to it by the other Party and with the requirements of the Occupational Health and Safety Act No. 85 of 1993.
- 12.2 All access to the sites of one Party by the other Party, its sub-contractors and agents shall be in terms of the applicable safety and security procedures, as amended from time to time.
- 12.3 The Parties shall each at their own cost and expense take whatever steps necessary to procure and discharge their respective obligations and rights in terms of this Agreement and applicable laws to ensure the health and safety of the other Party's employees, agents, directors, sub-contractors and members of the public.
- 12.4 A Party shall be entitled to request the other Party to remove any of its employees, agents or sub-contractors if it is of the reasonable opinion that such person is a security or safety risk to such Party. Any such request shall be in writing and shall stipulate the reasons why such Party believes the requested removal is necessary.

### 13. FORCE MAJEURE

- 13.1 A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that:
- 13.1.1 such failure was due to an impediment beyond its reasonable control ;
- 13.1.2 it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and
- 13.1.3 it could not reasonably have avoided or overcome the impediment or at least its effects and, for purposes of this clause 13, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of the Parties, namely:
- war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;
  - natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning; and
  - acts of Governmental authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk.
- 13.2 Relief from liability for non-performance by reason of the provisions of this clause 13 shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than 30 (thirty) consecutive days, the other Party shall be entitled to terminate this Agreement by written notice to the Party seeking relief.
- 13.3 Pursuant to clause 14.2 above, the affected Party shall give notice of the impediment relied upon, which notice shall contain the following:
- 13.3.1 particulars of the event contemplated under clause 14.1.3;
- 13.3.2 the impact of the event contemplated under clause 14.1.3 on the affected Party's obligations under the Agreement;
- 13.3.3 the affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such event contemplated under clause 14.1.3; and
- 13.3.4 the steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the event contemplated under clause 14.1.3 on its performance in terms of the Agreement.



**14. LIMITATION OF LIABILITY**

- 14.1 Neither Party shall be liable to the other Party, its employees, agents or sub-contractors or any third party for any consequential, indirect, punitive, special or incidental loss or damage (which shall include but shall not be limited to loss of profit, business, goodwill, revenue or anticipated savings) of whatsoever nature and howsoever arising, whether out of breach of express or implied warranty, breach of this Agreement, negligence, strict liability, in delict or otherwise, whether asserted against either Broadband Infraco or against the Customer by any third party and whether based on or in relation to this Agreement, any Services performed or undertaken under or in connection with this Agreement, the rendering or non-rendering of the Services, their withdrawal or suspension, or otherwise. Neither Party shall be entitled to rely on the exclusion of liability contained in this clause 15.1 where such Party has been grossly negligent, engaged in fraudulent activity or involved in wilful misconduct.
- 14.2 Without limiting the provisions of clause 14.1 in any way, Broadband Infraco shall not be liable to the Customer for loss or damage arising as a result of lost data, damaged or corrupted data or a delay in the transmissions of data.
- 14.3 Broadband Infraco's liability to the Customer for death or injury resulting from Broadband Infraco's negligence or the negligence of its Affiliates and/or sub-contractors shall, unless inconsistent with applicable law, be limited to the extent of the proceeds paid in terms of any insurance policy held by Broadband Infraco. Broadband Infraco shall investigate each claim on its own merits prior to the insurance company, which holds the insurance policy paying the amount claimed. Payment shall be based on the merits of the claim and shall not be determined by the amount covered by the insurance policy. Broadband Infraco shall not be liable to the Customer for any failure or refusal on the part of the relevant insurance company to pay a claim.
- 14.4 Without in any way limiting or derogating from the provisions of this clause 14, the Parties agree that the total amount of Broadband Infraco's liability arising out of the performance of its obligations under and in terms of this Agreement and whether in contract, delict, breach of statutory duty or otherwise, shall, during the term of this Agreement, be limited to the aggregate fees and charges payable by the Customer in relation to the Services forming the subject matter of the liability for the period of time during which Broadband Infraco provided or was to provide (in the event such Services are suspended or terminated) the Services as specified in their corresponding SOF.
- 14.5 The Customer hereby indemnifies and holds Broadband Infraco harmless from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by Broadband Infraco as a result of or arising out of any harm alleged or proven by a customer himself or herself, or other person contemplated in section 4(1) of the Consumer Protection Act 68 of 2008, to the extent such harm is attributable to the negligent or intentional conduct of the Customer, or any contravention by the Customer of any applicable law.
- 14.6 The provisions of this clause 14 apply for the benefit of Broadband Infraco, its Affiliates and third parties whose networks are connected to the Network.



## 15. SUSPENSION OF SERVICES

- 15.1 Broadband Infracore may lawfully suspend, withdraw all or part of any Service at any time until further notice to the Customer if:
- 15.1.1 in Broadband Infracore's discretion, the continued provision of the Service will cause Broadband Infracore to breach an applicable law or to be in contravention of its Licence; and/or
  - 15.1.2 the Customer is in breach of or otherwise is not complying with any of the provisions of this Agreement or of the SOF and such breach is not remedied within 15 (fifteen) days of written notice to do so.
- 15.2 The exercise of Broadband Infracore's right to suspend the Services under this clause 15 is without prejudice to any other remedy available to Broadband Infracore under the Agreement and does not constitute a waiver of Broadband Infracore's right to subsequently terminate the Agreement.
- 15.3 Where Broadband Infracore has suspended the Service in terms of clause 15.1.2, Broadband Infracore shall reconnect the Services as promptly as reasonably possible after the breach or other event giving rise to Broadband Infracore's right to suspend the Service is remedied or is no longer in place. In that case and as a pre-condition to the Service reconnection, Broadband Infracore may request the Customer to pay a reconnection fee, to be agreed upon by the Parties.

## 16. TERMINATION

- 16.1 Termination for Convenience
- 16.1.1 Either Party shall be entitled to terminate the Agreement by providing the other Party with 60 (sixty) days' prior written notice to that effect.
  - 16.1.2 Termination in accordance with clause 16.1.1 above shall not affect the term of any SOF, which shall continue, in full force and effect, in accordance with the terms and conditions of this Agreement as if this Agreement had not been terminated, until the end of the term of such SOF.
  - 16.1.3 Notwithstanding the term set out in the SOF, the Customer shall be entitled in its sole discretion and without cause, to terminate one or more SOF's by giving Broadband Infracore 30 (thirty) days' prior written notice, which termination shall be subject to the early termination charges set out in clause 20 below.
- 16.2 Termination for Cause
- 16.2.1 Without prejudice to any rights and remedies that may have accrued, either Party may terminate this Agreement by providing the other Party with 30 (thirty) days written notice of its intention to do so if the other Party:
    - becomes insolvent, has a receiver, administrator or business rescue practitioner or manager appointed of the whole or any part of its assets or business; or
    - makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, is unable to pay its debts under any applicable law relating to bankruptcy or the relief of debtors; or
    - a meeting is proposed and/or convened by the directors, a resolution is proposed and/or passed, application is made or an appropriate order is applied for or granted, to authorise the entry into or implementation of any business rescue proceedings (or similar proceedings).
- 16.3 Termination for Breach



- 16.3.1 Broadband Infracore shall be entitled to terminate this Agreement in whole or in part as to any Services if Broadband Infracore has not received payment of any amount due to it hereunder in respect of such Services within 7 (seven) days of its Due Date .
- 16.3.2 A Party shall be entitled to terminate this Agreement in whole or in part as to any Services, where the other Party commits a material breach of any of its obligations under this Agreement which is incapable of being remedied or, if capable of being remedied, is not cured within 14 (fourteen) days after receipt of notice from the other Party of such breach.
- 16.3.3 In the event that there is a breach by a Party of any of the terms of this Agreement which is not material, the other Party shall be entitled to provide the Party in breach with a written notice of 30 (thirty) days to remedy such breach. If the Party in breach fails to remedy, where it is capable of remedy, or persists in such breach after having being so notified, the other Party shall be entitled to terminate this Agreement in whole or in part as to any Services upon expiry of the 30 (thirty) days notice period.
- 16.3.4 Subject to clause 14, upon termination of this Agreement as contemplated in this clause 16.3, a Party shall be entitled to claim from the Party in breach damages available to it in law arising from such termination.

**17. CONSEQUENCES OF TERMINATION**

- 17.1 On the Termination Date, the Customer shall immediately cease to make use of the Services, and return the Services and all related software, documentation and equipment belonging to Broadband Infracore, and restore the property of Broadband Infracore to the condition it was in prior to the Service Commencement Date, within 14 (fourteen) days of the Termination Date.
- 17.2 Broadband Infracore shall provide assistance to the Customer in respect of the termination of the Agreement as the Customer reasonably requires. Termination assistance shall be provided at Broadband Infracore's usual rates.

**18. SERVICE VARIATIONS**

- 18.1 If the Customer wishes to make a change, modification or adjustment to any element of any Service, the following procedure will apply:
  - 18.1.1 The Customer will forward a change request to Broadband Infracore, setting out the details of the change request;
  - 18.1.2 Broadband Infracore will investigate the feasibility, cost implications and impact of the change request on the Services and notify the Customer thereof ("Impact Study"); and
  - 18.1.3 If the Customer makes a decision to proceed with the change request after considering the Impact Study, the Parties shall sign the Impact Study evidencing their intention to proceed with that change on the basis set out in the Impact Study.
- 18.2 Requests for new and/or additional Services in terms of clause 19.1 shall be subject to all of the terms of this Agreement.

**19. EARLY TERMINATION COSTS**


- 19.1 The early termination costs described below shall apply solely and exclusively if the Customer terminates this Agreement in whole or in part as to any Services ("Terminating Services") pursuant to clauses 16.1.3 and 16.2 above.
- 19.2 The termination fee shall be calculated on the outstanding fees and charges for each of the Terminating Services as at the Termination Date and will be determined as follows:
- 19.2.1 In the event that the Terminating Services occur prior to the Service Commencement Date thereof, the Customer shall be liable for payment of the lower of the actual costs incurred by Broadband Infracore in implementing the Service or the "NRC", plus an amount equal to SF x 6 (six);
- 19.2.2 In the event that the Terminating Services occur subsequent to the Service Commencement Date thereof and the term of the relevant SOF is 12 (twelve) months or less; the Customer shall be liable for payment of the NRC, plus the SF for the remainder of the term of such SOF;
- 19.2.3 In the event that the Terminating Services occur subsequent to the Commencement Date thereof and the term of the relevant SOF is greater than 12 (twelve) months; the Customer shall be liable for payment of the NRC, plus 100% of the SF for the remainder of the first 12 (twelve) months following the Termination Date, and 50% (fifty %) of the SF for each month thereafter.
- 19.3 The amounts referred to in clause 20.2 above shall be in addition to all fees and charges payable in the ordinary course in respect of the applicable SOF for the Terminating Services, plus any other Services that continue unchanged as at the Termination Date.

## 20. DISPUTE RESOLUTION

- 20.1 In the event of any dispute arising between the Parties under this Agreement, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which may include their respective CEO's) of the Parties within 30 (thirty) days of a Party giving the other notice of the issue in dispute.
- 20.2 Any dispute which cannot be resolved by the Parties within the 30 (thirty) day period mentioned in clause 21.1, shall be resolved by arbitration in the English language by a single arbitrator appointed by the President of the Arbitration Foundation of Southern Africa ("AFSA") and in accordance with the Rules of AFSA.
- 20.3 The arbitrator's award shall be subject to appeal provided that notice to appeal is delivered within 21 (twenty one) days of the arbitrators award stating the grounds of appeal. The appeal panel shall be 3 (three) arbitrators selected in the manner referred to in clause 21.2. The AFSA rules relating to appeals shall apply.
- 20.4 Notwithstanding the provisions of this clause 21, either Party shall have the right to seek interim relief from any court of competent jurisdiction. The Parties submit to the non-exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement, including its termination. The Parties further consent to the jurisdiction of the South Gauteng High Court (Johannesburg).

## 21. CONFIDENTIALITY

- 21.1 Subject to clauses 22.2 to 22.4, each Party must:
- 21.1.1 use the other Party's Confidential Information only for the purposes of this Agreement and must keep confidential and not disclose to any person the other Party's Confidential Information; and



- 21.1.2 not make press or other public announcements or issue press releases about the Services, the Agreement or the transactions related to it without the approval of the other Party ("Announcement").
- 21.2 Clause 22.1 does not apply to Confidential Information that is in the public domain other than such information that has entered the public domain as a result of a breach of this Agreement or any other obligation of confidence.
- 21.3 A Party may disclose the confidential information of the other Party if that disclosure is to the employees, contractors or professional advisers of that Party or its Affiliates who have a need to know that information in relation to provision of the Services and who have agreed to keep it confidential.
- 21.4 A Party may disclose confidential information of the other Party or make announcement that is required in accordance with any applicable law or by any Governmental authority.

## 22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other.
- 22.2 Each Party indemnifies the other against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement of any Intellectual Property Rights of any third party, which claim arises directly or indirectly out of the infringement by a Party of such Intellectual Property Rights .

## 23. CESSION AND ASSIGNMENT

- 23.1 No rights, duties or liabilities under this Agreement may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Broadband Infracore shall be entitled to cede, assign, transfer or convey any of its rights, duties or liabilities under this Agreement to any of its Affiliates or a third party who is duly licensed to provide or receive the Services without the Customer's prior written consent, provided that any such assignment or transfer shall not relieve Broadband Infracore of its obligations to perform and remain responsible under this Agreement.
- 23.2 Notwithstanding the provisions of clause 24.1, Broadband Infracore is entitled to cede, transfer and make over its right, title and interest in and to any and all debts and receivables due and/or payable to Broadband Infracore under this Agreement, both future and present, and whether as security or otherwise to any third party. The Customer hereby recognises and consents to such cession and/or transfer (including any splitting of claims that may arise, provided that such claims shall not be split between more than 3 (three) parties) and agrees that the prohibitions of clause 24.1 shall not apply to any such cession and/or transfer.

## 24. DOMICILIA AND NOTICES

- 24.1 Each of the Parties chooses as their domicilia citandi et executandi (domicilium) for the purposes of giving any notice, the serving of any process or for any other purpose arising from this Agreement at:
- 24.1.1 Broadband Infracore:  
Building 9,  
Country Club Estate  
21 Woodlands Drive



Doc No: SM-SL-SP-0001  
Rev No: 1.00

**TITLE: MASTER SERVICE  
AGREEMENT**



Woodmead, Sandton, 2146  
South Africa

Attention: .....

Fax: .....

Email: .....

with a copy to:

Head of Legal: Broadband Infraco  
Building 9,  
Country Club Estate  
21 Woodlands Drive  
Woodmead, Sandton, 2146  
South Africa

Attention: Mr Phatang Nkhereanye  
Tel: +27 11 235 1721  
Fax: +27 11 804 1361.  
Email: [phatang.nkhereanye@infraco.co.za](mailto:phatang.nkhereanye@infraco.co.za)

24.1.2 the Customer:  
Municipal Manager  
Kareeberg Municipality  
13 Hanau Street  
Carnarvon  
8925

Attention: Mr MF Manuel  
Fax: 053 382 3142.  
Email: [munmanager@kareeberg.co.za](mailto:munmanager@kareeberg.co.za)

24.2 Each of the Parties shall be entitled from time to time, by written notice to the other Party to vary its domicile to any other address within the Republic of South Africa which is not a post office box or poste restante.

24.3 Any notice given and any payment made by any Party to the other ("the Addressee") which:

A handwritten signature in black ink, appearing to be a stylized 'M' followed by a cursive flourish.

- 24.3.1 is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery; or
- 24.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the eighth day after the date of posting.
- 24.4 Where in terms of this Agreement any communication is required to be in writing, the terms 'writing' shall include communications by electronic mail and/or facsimile. Communications by electronic mail or facsimile shall, unless the contrary is proved by the Addressee, be deemed to have been received by the Addressee twenty-four (24) hours after the time of transmission.

## **25. GENERAL**

- 25.1 The Parties shall co-operate and consult with each other in good faith regarding the implementation of this Agreement with a view to achieving the aims and objectives of this Agreement.
- 25.2 No Party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this Agreement by reason of any Party having at any time granted an extension of time for or having shown any indulgence to the other Party with reference to any payment or performance hereunder or having failed to enforce or delayed in the enforcement of any right of action against the other Party.
- 25.3 Neither Party relies in entering into this Agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this Agreement as warranties or undertakings.
- 25.4 No variation, modification or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
- 25.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 25.6 If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provisions will be treated as being deleted from this Agreement and no longer incorporated, but all other provisions of this Agreement will continue to be binding on the Parties.
- 25.7 The validity of this Agreement, its interpretation, respective rights and obligations of the Parties and all other matters arising out of it or its termination, for any reason whatsoever, shall be determined in accordance with the laws of the Republic of South Africa.
- 25.8 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 25.9 Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.
- 25.10 Each signatory hereto warrants that he/she has due authority to do so.



Doc No: SM-SL-SP-0001  
Rev No: 1.00

**TITLE: MASTER SERVICE  
AGREEMENT**



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20...

For and on behalf of

**BROADBAND INFRACO SOC LIMITED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Designation of Signatory

As Witness: \_\_\_\_\_

Signature

Witness Name: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20...

For and on behalf of

.....  
  
Signature

MOGGAMAT FARIED MANUEL

Name of Signatory

MUNICIPAL MANAGER

Designation of Signatory



As Witness: Av Schalk

Signature

Witness Name: Av Schalkwyk

Doc No: SM-PM-FO-0071  
Rev No: 1.00

TITLE: SERVICE ORDER FORM

**Broadband Infraco**

## Schedule 1: Service Order Form



of Agreement Number: INFRACO/xxx

Between

**Broadband Infraco (SOC) Limited**

And

**Kareeberg Local Municipality**

*[Handwritten signature]*

Doc No: SM-PM-FO-0001

Rev No: 1.00

TITLE: SERVICE ORDER FORM

Broadband Infraco

Service Level	95%	98%	x	99.5%	Other:
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## SECTION D: Colocation

Option	Quantity of racks	Number of Sites	Unit Price	Discount (If applicable)	Total Price (For Colocation only)
Full Rack 42U					
Half Rack 21U					
Electric Current:					
16 Amps					
32 Amps					
Other:					

## SECTION E: Site Names Required for Colocation

1		5		9	
2		6		10	
3		7		11	
4		8		12	

## SECTION F: As per Submitted Quotation

Requested by:	Name:	Tel No:		Email:		
	Fariel Manuel	053-382 3012		munmanager@kareeberg.co.za		
Infraco Network Origin	Infraco Network Destination	Service Description	Units	Earliest Provisioning Date	Service Pricing (Excl VAT) Lease Pricing (Monthly Payments) 24 Months	Recurring Annual O&M Payment NYC
Carnavon POP	Teraco Isando	20Mbps	1		R 1,480.00	R 1,776.00
	Internet Access (10Mbps)		1		R 530.00	R 1,500.00

ALL RIGHTS RESERVED

<b>Doc No:</b> SM-PM-FO-0001 <b>Rev No:</b> 1.00	<b>TITLE:</b> SERVICE ORDER FORM	<b>Broadband Infraco</b>
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This application is made as a request in terms of the Master Service Agreement entered into between Broadband Infraco and the Customer. Signature of this SOF by the Customer represents a commitment from the Customer to procure the Service in accordance with the stated specification and for the price and payment terms stated in this SOF.

CUSTOMER SIGNED at CARNARVON on 17 DECEMBER 2019

For and on behalf of xxx



Signature of Duly Authorised Person

MOGGANAT FAREED MANUEL

Name of Duly Authorised Signatory

**Mr/Mnr M F MANUEL**

Designation of Signatory  
 Municipal Manager / Munisipale E. 2019-12-17  
 KAREEBERG MUNICIPALITEIT / MUNICIPALITY  
 P O Box / Posbus 10, CARNAVON, 8925

ORDER ACCEPTANCE SIGNED at Maafikwe on 19/12/ 2019

For and on behalf of Broadband Infraco SOC Ltd

Signature of Duly Authorised Person

Name of Duly Authorised Signatory

Designation of Signatory

**ALL RIGHTS RESERVED**

## Schedule 2: Service Level Agreement



of Agreement Number: INFRACO/MSA/027

Between

**Broadband Infraco SOC Limited**

and

**Kareeberg Local Municipality**

Doc No: TE-MN-GL-0002 Rev No: 1.00	<b>TITLE: MASTER SERVICE AGREEMENT</b>	Broadband <b>Infraco</b> 
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## 1 INTRODUCTION

- 1.1 This Schedule 2 to the Agreement details the Service Levels applicable to the provision of Services.
- 1.2 The Services shall be provided, operated and maintained in accordance with the Occupational Health and Safety Act No.85 of 1993 of the Republic of South Africa, and other relevant statutory requirements, including the 2010 Facilities Leasing Regulations.

## 2 DEFINITIONS

- 2.1 In this schedule the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings.
  - 2.1.1 **"AADT"** means the accumulated agreed down time for which the Service is unavailable from the time Fault was reported to Broadband Infracore until the time the Fault is cleared and the Service is handed back to the Customer, but excluding all agreed stop clock or deferred time periods during such unavailability, as set out in clause 4.4 of this Schedule to the Agreement. In doing the calculation as aforesaid, all Faults that occurred in a month are accumulated;
  - 2.1.2 **"Fault"** means an incident that will and does affect the availability and quality of a Service. A Service is deemed to be unavailable when there is either no data throughout for a period greater than 10 (ten) seconds or when the error ratio exceeds  $10^{-3}$  for more than 10 (ten) consecutive seconds (Fault shall exclude incidents caused by the Customer).
  - 2.1.3 **"MADT"** means the maximum allowable downtime in a month for a Service;
  - 2.1.4 **"Monthly Rental"** means the total **Service Fee** ("SF") paid in an applicable month for a Service;
  - 2.1.5 **"MTTR"** refers to 'Mean Time to Restore'

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2.1.6 **“Outage”** means service affecting interruption in the availability of the Infraco Network or any element of the Infraco Network, whether planned or unplanned

2.1.7 **“Planned Outage”** refers to a situation where the Service will be temporally unavailable to allow for network maintenance, so as to improve network Availability and/ Reliability. A planned outage will be twofold:-

2.1.7.1 **Planned Outage: Normal:** a notification about the scheduled maintenance will be sent to the customer well in advance, with a minimum of 15 working days.

2.1.7.2 **Planned outage: Emergency:** a notification would be less than the normal notification window and could be immediate depending on the severity of the detected network malfunction or degradation.

2.1.8 **“Pmax”** means the maximum Rebate applicable expressed as a percentage of the Monthly Rental for the particular Service;

2.1.9 **“Rebate”** means the portion of the Monthly Rental that will be paid to the Customer if Broadband Infraco exceeds the MADT and in accordance with clause 3.2;

2.1.10 **“Service Availability”** means the percentage of time in each month that the Service must be made available;

2.2 Any expression not defined herein shall bear the meaning assigned to it in the Agreement and cognate expressions shall bear corresponding meanings as in the Agreement.

### 3 REBATES

#### 3.1 MADT for Services

The MADT figures offered are indicated in the following table:



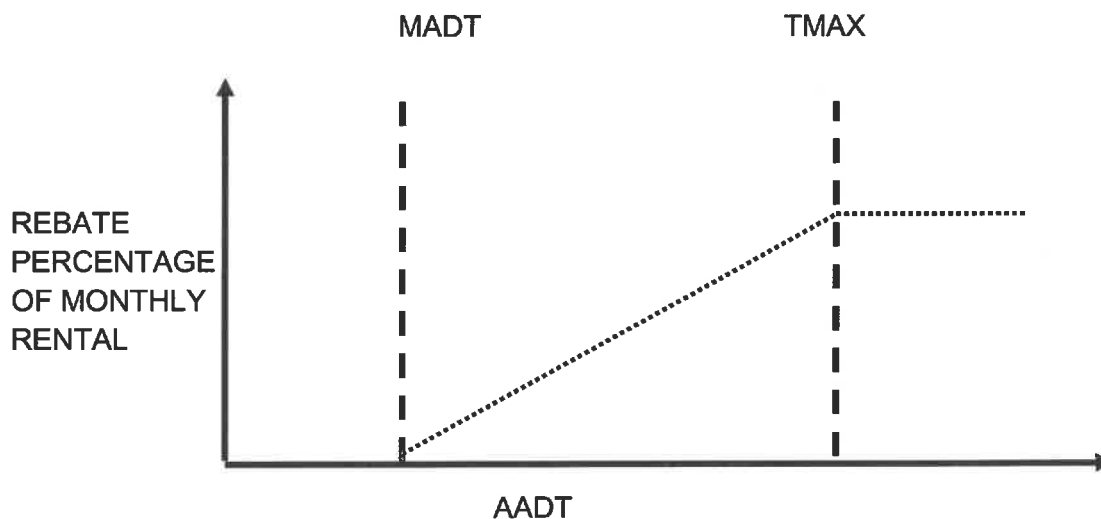
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Service Level	MADT (minutes a Month)	Service Availability
Spur Link	876	98%
Standard SLA (National)	219	99.5%
Platinum SLA (National)	44	99.9%

### 3.2 Rebates:

Rebates will be paid

- 3.2.1 Rebates will be paid on a sliding scale from MADT to Tmax, which is equal to 10 (ten) times MADT for Service, as depicted in the graph below. Pmax is based on the accumulated down time for the relevant month.



- 3.2.2 The following formula details the calculation of the Rebate:

For AADT greater than MADT but less than or equal to Tmax, the below formula will be used (calculations to be done per Service per month):

$$\text{Rebate} = \frac{(\text{AADT} - \text{MADT})}{(\text{Tmax} - \text{MADT})} \times \text{Pmax} \times \text{Monthly Rental}$$

For AADT greater than MADT and greater than Tmax, 8% of the monthly rental will be applicable for rebates (calculations to be done per Service per month):

For AADT less than or equal to MADT, no Rebates are applicable.

- 3.2.3 Pmax will be used in the above calculations on a monthly basis as set out in the table below:

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Service Availability	Pmax (Percentage)
99.9%	0%
<99.9% - 99.5%	1%
<99.5% - 99.2%	3%
<99.2% - 99%	5%
<99%	8%

Service Availability	Pmax (Percentage)
99.5%	0%
<99.5% - 98.5%	1%
<98.5% - 97.5%	3%
<97.5% - 96.5%	5%
<96.5	8%

Service Availability	Pmax (Percentage)
98.00%	0%
<98% - 97%	1%
<97% - 96%	3%
<96% - 95%	5%
<95%	8%

A handwritten signature in black ink, appearing to be 'P. van der Merwe'.

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#### 4 MEASUREMENT OF SERVICE LEVELS

- 4.1 For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Broadband Infracore. If the Customer does not initiate a trouble ticket with Broadband Infracore, Broadband Infracore shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive rebates for the non-compliance.
- 4.2 Assessment of the performance of the Service and calculation of the Rebate shall be performed on a monthly basis within the first 5 (five) working days of the calendar month for the previous month and rebates shall be calculated quarterly.
- 4.3 Where the Service is provided for only a portion of the month, the Rebate shall be calculated pro rata for that portion of the month.
- 4.4 The AADT will exclude the following times:
  - 4.4.1 The time lost when Faults cannot be repaired due to a lack of access to the Customer's site (unless the lack of access is due to Broadband Infracore's failure to comply with the Customer's or any applicable third party site access policies and procedures) and/or lack of assistance from the Customer;
  - 4.4.2 The time lost as a result of the Customer's service desk not being available to issue a Fault clearance reference or time lost as a result of any failure, inability, act or omission on the part of the Customer which directly results in Broadband Infracore not being able to provide the relevant Service;
  - 4.4.3 Where the Customer, its staff, Agents or sub-contractors tamper with or work on any Broadband Infracore equipment located on the Customer's premises, resulting in a Fault; and
  - 4.4.4 The time lost due to any unsafe conditions caused by the Customer that endanger the safety of Broadband Infracore personnel or Broadband Infracore representatives and hinder the repair of the Fault.



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4.4.5 The time lost as a result of Force Majeure (Clause 14 of the Agreement);

4.5 Any Outage not in accordance with clause 2.1.7 (**Planned Outage**) of this Schedule shall be treated, for SLA purposes, as unscheduled maintenance and the Outage time shall be added to the unavailability time of a Service unless the Customer's service desk agrees to this short notice Planned Outage as is contemplated in clause 2.5 of this Schedule.

4.6 The Customer shall, within 15 (fifteen) minutes of being advised by Broadband Infracore that the Fault has been cleared; confirm to Broadband Infracore that such Fault has been cleared. Should the Customer not revert to Broadband Infracore within the 15 (fifteen) minute period as aforesaid, the Customer will, be deemed to have confirmed that the Fault has been cleared and the 15 such period shall not be counted as downtime.

## 5 SETTLEMENT OF REBATES

5.1 Each Party undertakes, at its own cost and expense, to record all relevant information needed to enable it to determine the amounts owed to the Customer in respect of Rebates.

5.2 Based on the information recorded in respect of Rebates, Broadband Infracore shall calculate the value of the Rebates owed to the Customer and provide a summary of the information and calculations applicable to the relevant month, in accordance with clause 4.2. The Customer will validate these against its own records to confirm the outage times. Broadband Infracore shall settle such Rebates on a quarterly basis.



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5.3 The Parties shall, within 10 (ten) Business Days of such exchange of information, resolve any discrepancies and reconcile between themselves the value of the Rebates owed to the Customer. Should the discrepancies not be resolved in the aforementioned 10 (ten) Business Day period, the discrepancies will be resolved in accordance with the Dispute Resolution procedures set out in the Agreement.

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **20...**

For and on behalf of

**BROADBAND INFRACO SOC LIMITED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Designation of Signatory

As Witness: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Signature

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **20...**

For and on behalf of

**KAREEBERG MUNICIPALITY**



\_\_\_\_\_  
Signature

MOG GANAT FARIED MANUEL

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\_\_\_\_\_  
Name of Signatory

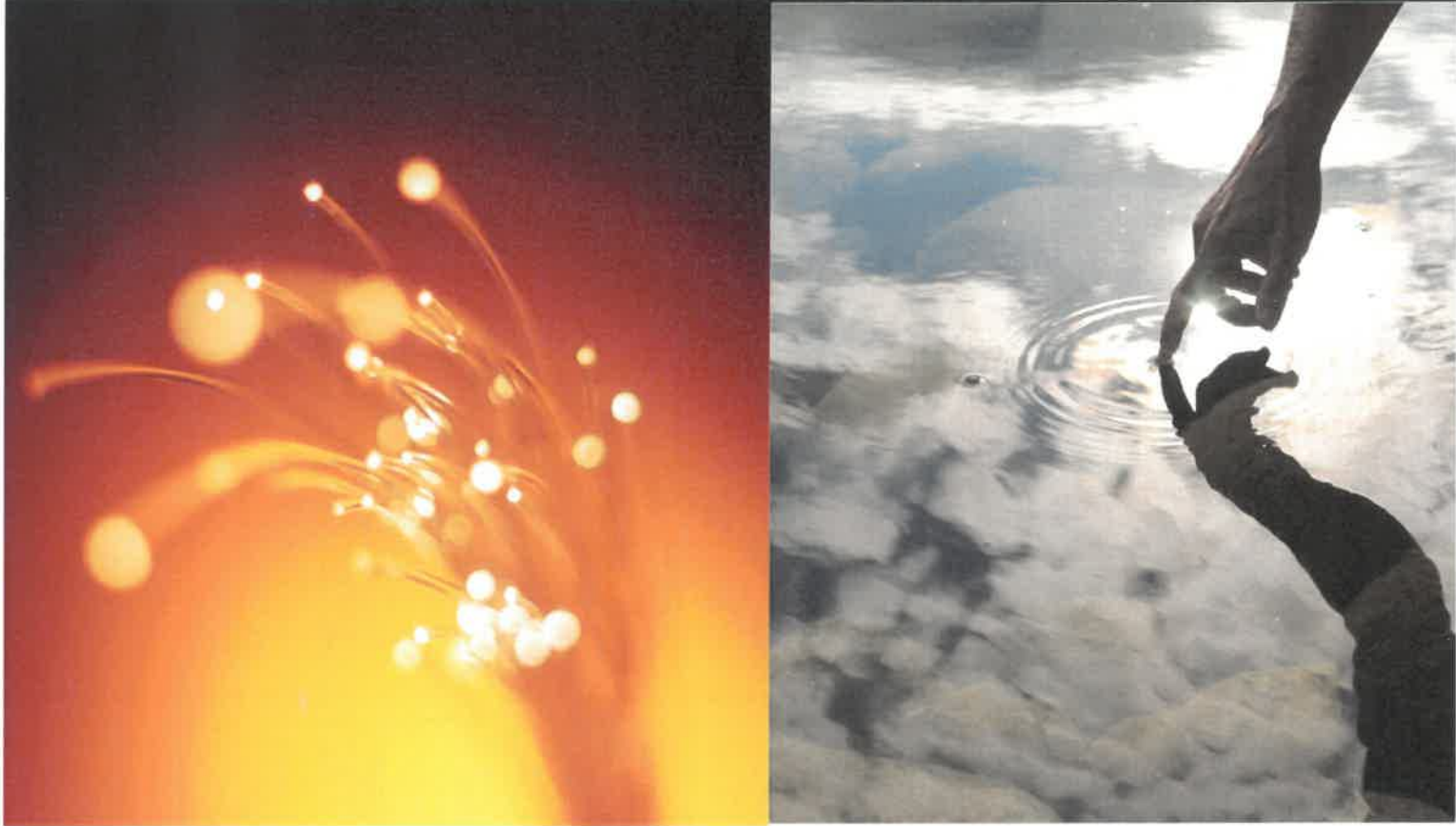
\_\_\_\_\_  
Designation of Signatory

As Witness: *APF Schalkwyk*  
Signature

Witness Name: *APF v Schalkwyk*

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal stroke.

## Schedule 3: NOC Support



of Agreement Number: INFRACO/MSA/027

Between

**Broadband Infraco SOC Limited**


and

**Kareeberg Local Municipality**

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## 1 Introduction


Broadband Infraco NOC was established in 2009 and is the state of art real time network management centre that offers comprehensive end-to-end service assurance and fulfilment solution. The objective is to ensure that Broadband Infraco delivers an acceptable quality of service (QoS) and comply with the performance metrics specified in service-level agreements (SLAs).

We achieve our objectives through performing the following roles:

- Fault Management process through stringent 24x7x365 network surveillance including environmental alarm systems. This ensures that network faults are proactively identified and resolved.
- This will lead to reduced Mean time to repair (MTTR) and customer outages.
- Dispatching of Field Maintenance Technicians for quicker fault restorations.
- Escalations to High-Level support (TAC-2) Engineers for quicker fault restorations.
- Escalations to Vendor/Service Providers for quicker fault restorations



**Figure 1: Broadband Infraco Network Operations Centre in Woodmead, Johannesburg**

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## 2 Broadband Infraco NOC Processes

Broadband Infraco NOC is governed by well-defined business processes and policies. Underlying the Broadband Infraco business processes is the eTOM framework and supporting service management frameworks. Our continual operational improvement is streamlined by integrated Business processes in order to achieve optimisation of the company value chain. Service Processes and Technology deployment processes are part of the continual improvements focusing on services delivery improvement in the entire organisational value chain. This continual business improvement processes is part of Broadband Infraco's strategy alignment, to build Enterprise Effectiveness, optimise Operation Value Chain and instituting policies and processes.

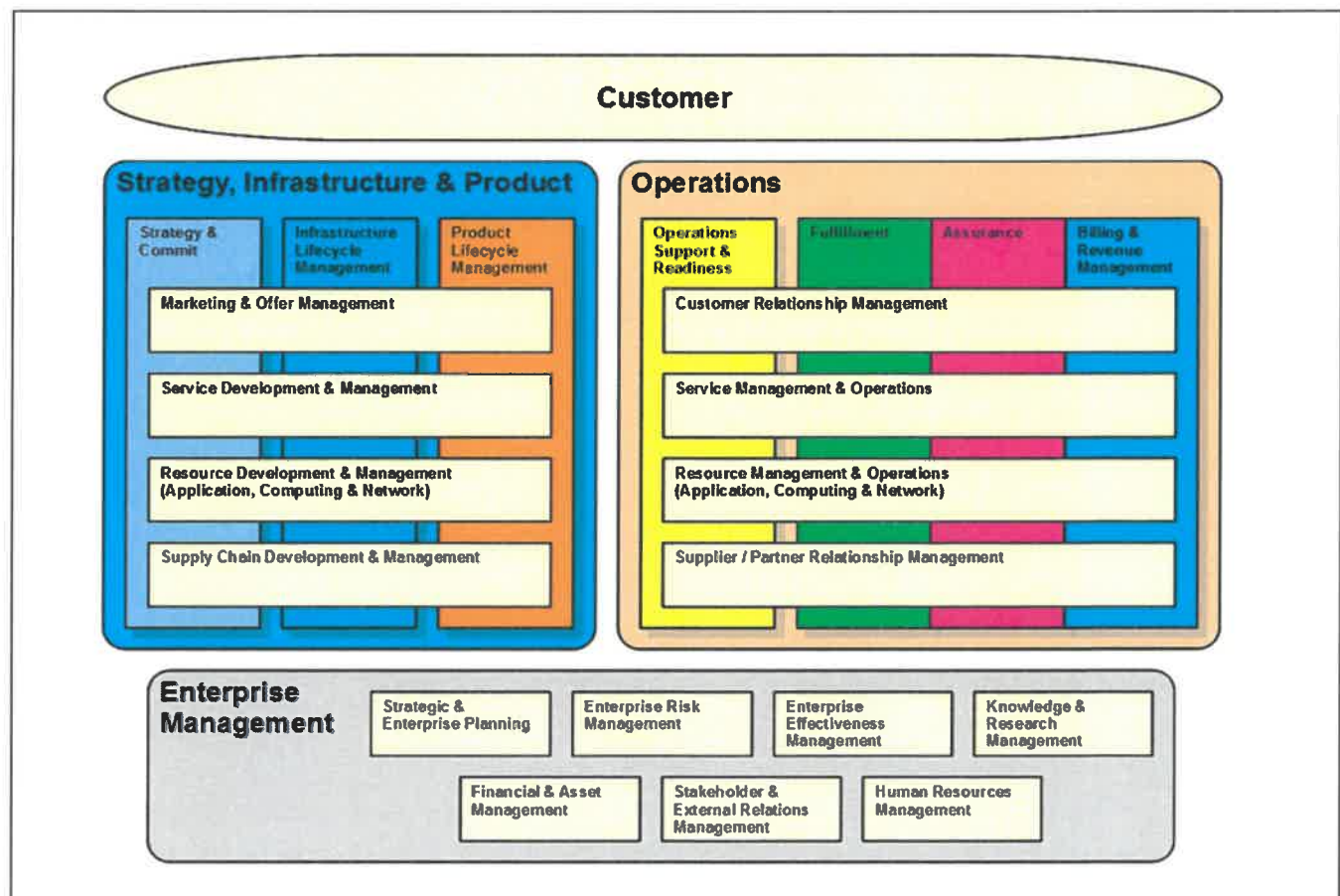
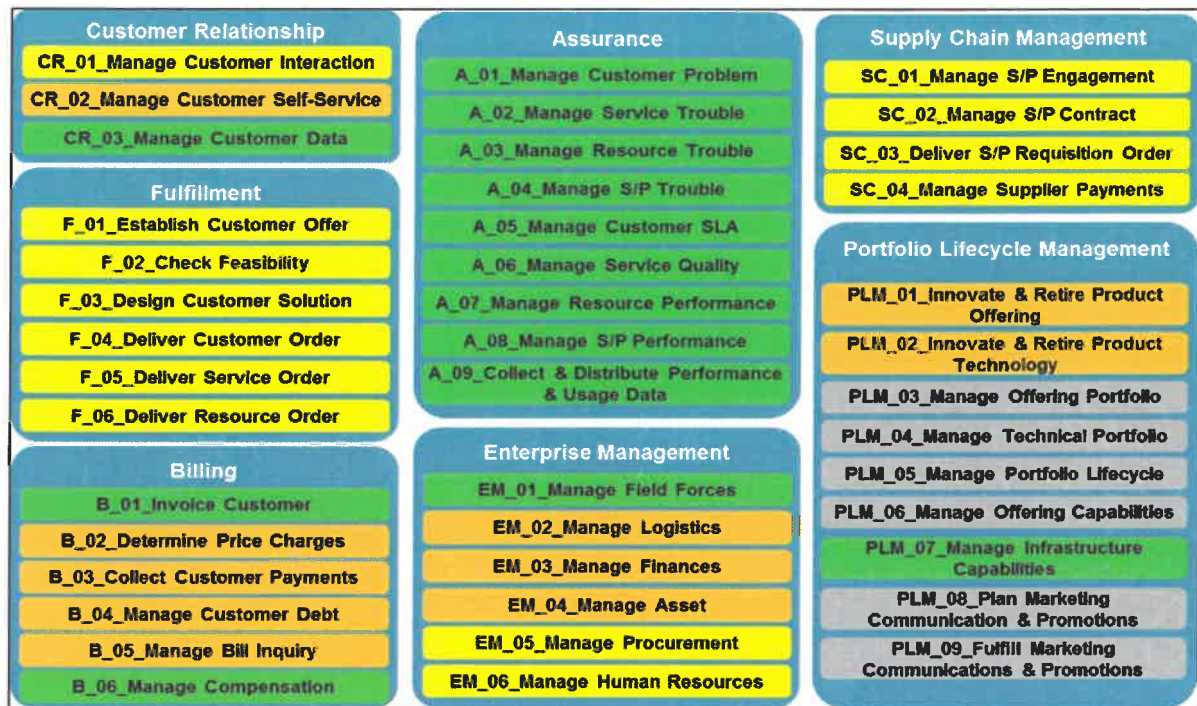
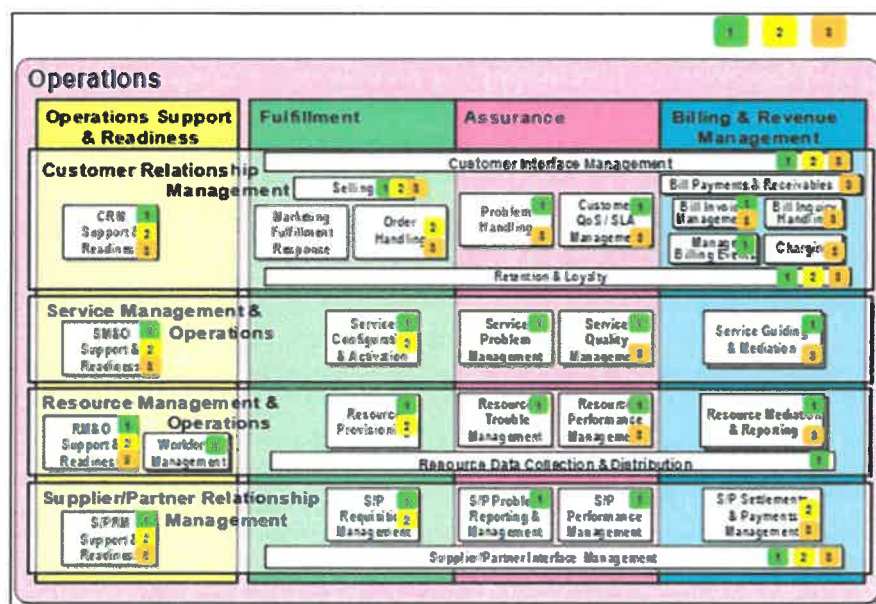


Figure 2: eTOM Framework



**Figure 3: Broadband Infraco functional network operations architecture high level overview is mapped to eTOM business Operations framework**



**Figure 4: Broadband Infracore's assurance process based on eTOM framework**

The responsibilities of these processes is to proactively manage the Network and customer services thereby supporting Customer Quality of Service (QoS) /Service Level agreement (SLA) and assessing the performance of Network and/ or Service offerings as a group against

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agreed QoS/SLA parameters, and monitoring, managing and reporting on the capability of the network capacity

### **3 Incident and Fault Management Processes**

It describes the process of managing network and services problems as per events or incidents, analysis, and subsequent creation resolution of trouble tickets undertaken by NOC operators and reports it to relevant internal/external service providers.

Network Surveillance; this process is responsible for proactively monitoring Network health and customer Services to ensure ongoing performance within agreed parameters over time. Broadband Infracore has a 24/7, 365 days Network Operation Centre, with skilled Network operators ensuring the Network surveillance process is effectively functional. NOC operators monitor Network operational state and Services performance logs, thereby; verify the type of alarm(s) and analysing events/incident and provides correct priority level.

Trouble tickets management and administration process; this process describes the process of creating/issuing a trouble ticket on the v-Tiger trouble ticket management system. This includes updating details of the fault on the tickets throughout its lifecycle. It provides details process of the NOC responsibility to manage the logged trouble ticket until it is clear.

Diagnose and prioritise Service/Network problem; this process describes the process of the NOC responsibility to identify the area of the fault. It includes analysing the type of incident or alarms activated on the Network. It describes the process of the NOC responsibility analysing the network performance in order to identify the area of problem and categorise the faults accordingly in order to resolve them upfront.

Correct and Resolve Service/Network Problem; this process describes the process of notifying the Field Technician to investigate and resolve the problem. It describes the process of Restoring Network and services problem identified.

Fault Escalation Process; this process describes the escalation of priorities for reported fault upon violation of SLA agreement.

Analyse and Report service problem resolution; this process describes the management of reported faults progress. It includes continuous contact with customer and field Technician to ensure there is real time information updates on the trouble ticket logged.

### **Service and Assurance Management Processes**

These processes describe the process of monitoring and control of the resources involved in rendering services and to take effective, immediate and strategic actions to ensure that Broadband Network is healthy. It also describes the ability to measure the performance of a service, link customer service experience and maintain customer satisfaction with the quality of service.

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Service Quality Management Process; it is responsible for assessing and recording received specific service performance quality data which is within tolerance limits for performance quality standards, and for which continuous monitoring and measuring of service quality required. It also describes process to improve service quality performance likely to impact other services and responsible for continuously monitoring the status of service performance degradation reports and managing notifications, as well as escalation of the service quality problem to impacted stakeholders such as customer and management. SLA meetings with the customer will be held monthly whereby the performance of the service/s will be reviewed and tracked against the SLA.

Change Management Process; this process describes the logging of change request for telecoms network and services changes, this include the IT system changes. It also covers decision making process where the Change Advisory Committee makes a decision about the change request and coordination of executing approved change requests. It also describes verification and update the CMDB within the configuration process.

Configuration Management Process; it describes the verification of configuration items, verify and establishment of configuration data /parameters, preparing the configuration implementation plan (schedule), competing and communicate the parameters to all stakeholders.

Disaster Recovery Process; this process describes the development of disaster recovery plan, include services and network restoration strategy, describes the implementation of disaster recovery plan upon identify and declaring services and network disaster, the execution of disaster recovery plan, reporting process upon declaring disaster cleared.


## **Network Management Process**

These processes describe how the Broadband Infracore network is managed and to ensure that the customer is satisfied with the services offered. These processes are responsible for ensuring that the Quality of Service received by the customer meets the contractual obligations agreed with the customer.

Network Performance management Process; this process describes the development of network performance threshold, management of Network and Service performance and reporting, tracking and managing the status of performance and report to the customer as per customer agreement.

Preventative and Routine maintenance; this process describes PRMs initiation phase which include verification of the requirements and developing the scope of work to keep the network healthy. It covers the execution of the PRMs work order. It also covers developing and updating the PRMs schedule.

Manage network system and access; this process describes the creation of user profile on the system and execution of Operation Support system PLAN, management of system

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security and user access, reporting the deficiency of user profile which includes correcting the deficiency of misuse of the system

Network Site Access process; Broadband Infraco Network is secure and access to the site is strictly managed. This process describes the business requirements with regards to applying for Network site access and describes how the requestor should conduct him /her self at the Broadband Infraco Network site or leased Network site.

Service Partner (Vendors) Management Process; Broadband Infraco Service partner management process is to establish and manage the on-going processes to support the commercial, strategic, delivery and operational interactions between the enterprise and Service Partner. This process oversees and administers any agreed joint management and/or process improvement activities between the enterprise and the Service Partner. These joint activities could include operations monitoring and management, project related build and implementation activities, joint strategic management meetings, etc.

#### **Service Provisioning and Fulfilment Management process**

The Service Provisioning and Fulfilment Management process describes the function of engaging with the customer in order develop the required solution associated with the deployment of new and/or modified customer order handling infrastructure. It also describes creation, deployment, modification and/or upgrading of customer order handling and infrastructure deployment.

Customer Engagement Management Process; this describes how the organisation is sourcing and handling potential customer. It also describes the process of ensuring that the customer qualifies for the service, in terms of the Broadband Infraco Business rules, which include conclusion of standard terms and conditions to ensure that the standard terms and conditions are understood by, and are acceptable to, the customer.

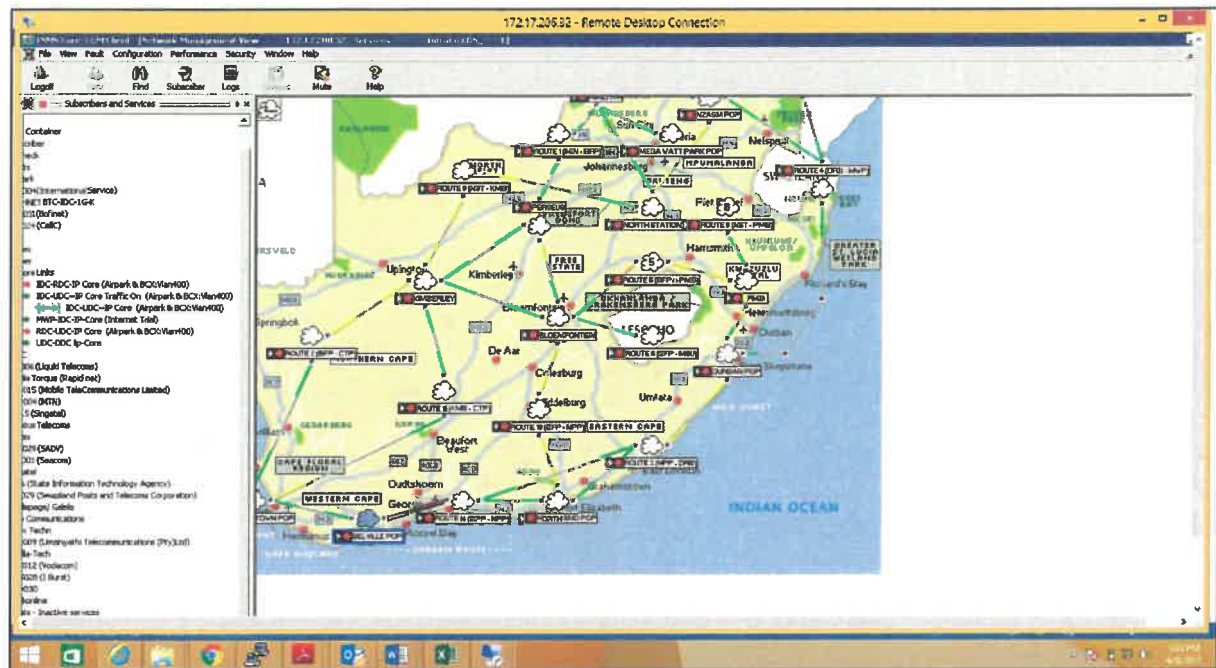
Customer Order handling Process; this process describes the function of compiling and preparing the customer proposal, including the customer accepting the proposed solution. It integrates the customer engagements process in verifying the customer orders details, developing the SLA and to develop the details of the executable file for the required services

Service configuration and Installation; this process describes the service/s activation and includes amongst other things, change request management, configuration, service testing, result analysis and concluding the service handover. It covers performing services Test, upon installation of equipment and obtaining the completion certificate with customer.

## **4 Network Management Systems**

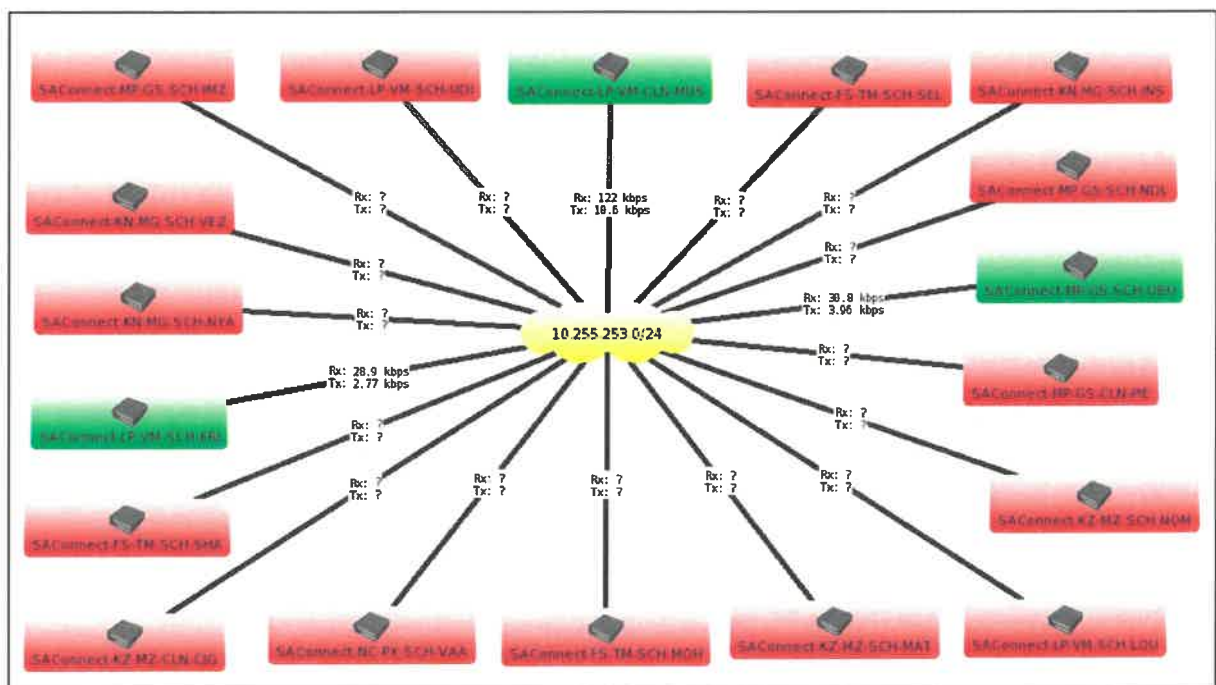
The Broadband Infraco Network management systems comprises of the following elements:





**Figure 6: Screenshot of the TNMS Client Application**

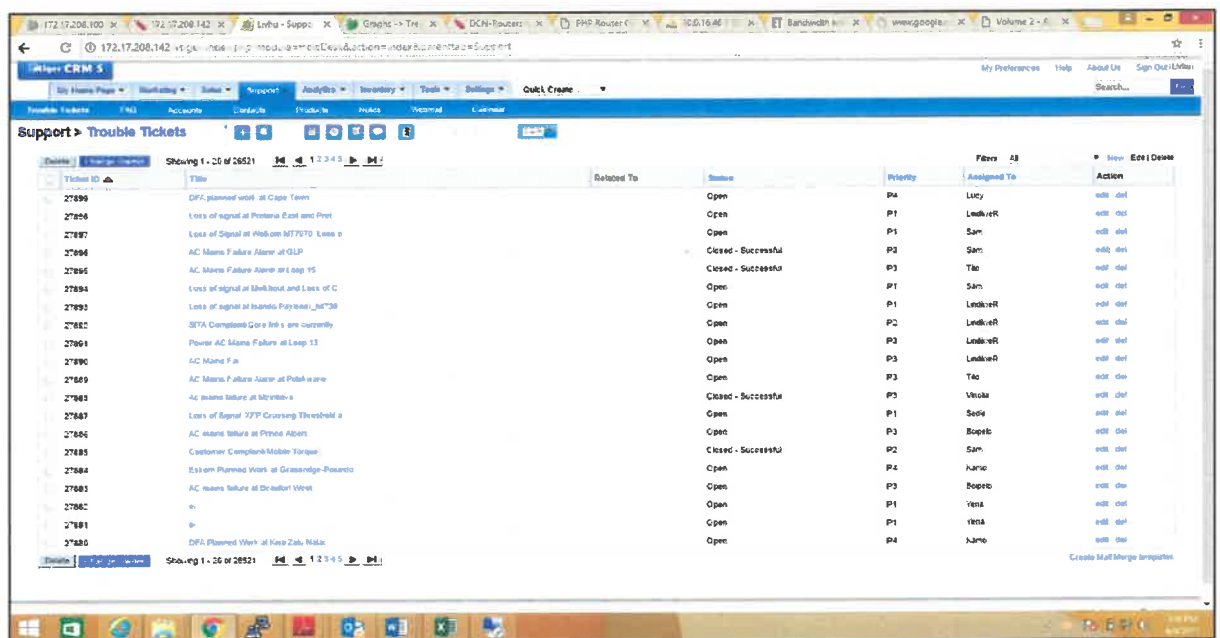
- **The Dude**



**Figure 7: Screenshot of The Dude Application**

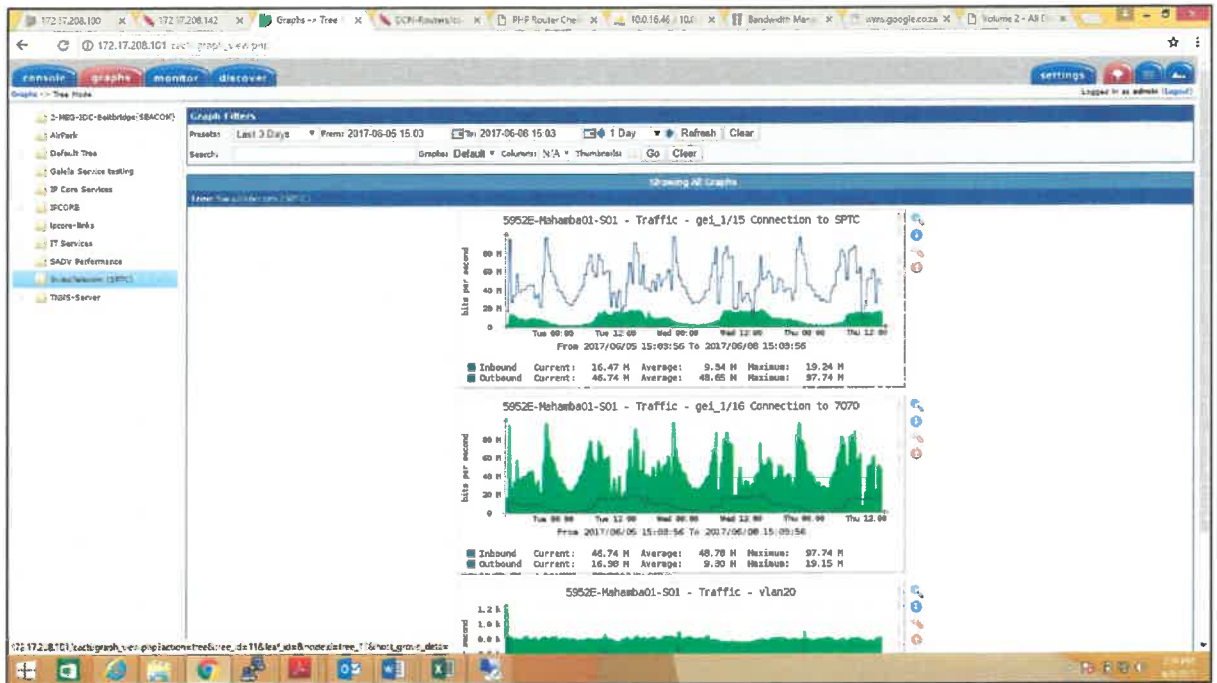
The Dude network monitor is a new application by MikroTik which can dramatically improve the way we manage our network environment. It automatically scan all devices within specified subnets, draw and layout a map of our networks, monitor services of our devices and alert us in case some service has problems.

- Broadband Infracore uses the **CRM based trouble ticketing tool**.



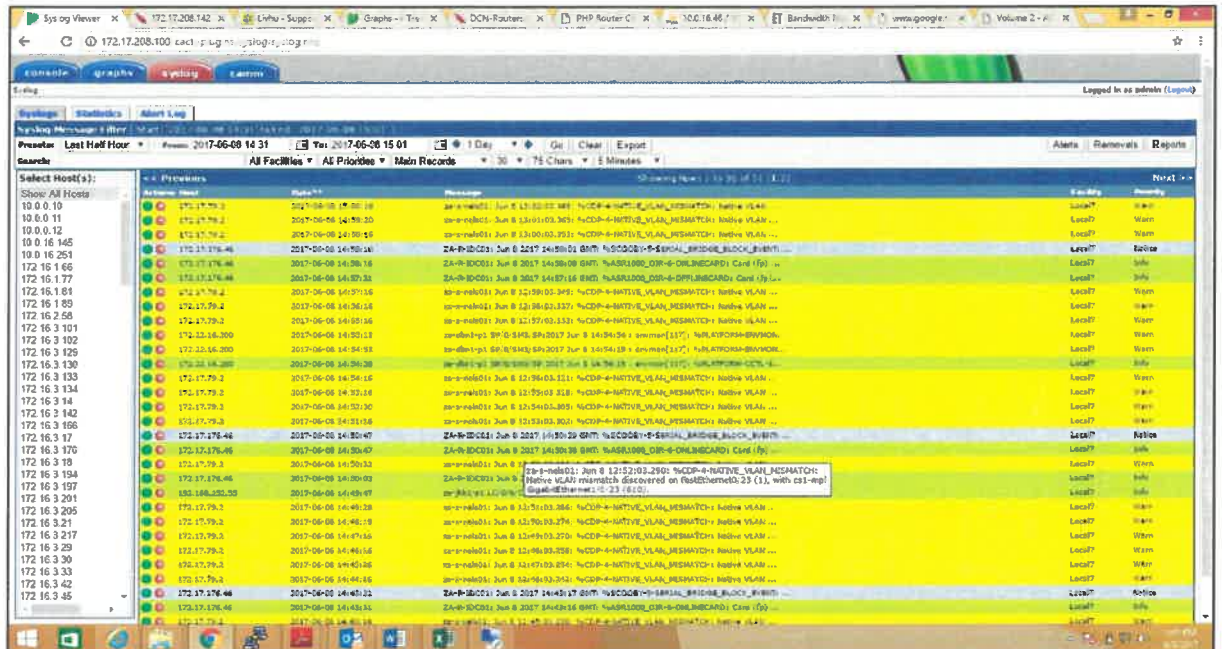
**Figure 8: Screenshot of the CRM Application**

- Cacti (Performance System)** - Cacti is a complete network graphing solution designed to harness the power of RRDTool's data storage and graphing functionality.



**Figure 9: Screenshot of the Cacti (Performance System) Application**

- **Cacti (Syslog)** - Syslog is a way for network devices to send event messages to a logging server – usually known as a Syslog server. The Syslog protocol is supported by a wide range of devices and can be used to log different types of events.



**Figure 10: Screenshot of the Cacti (Syslog) Application**

- **Environmental Alarm System (EAS)** – monitors infrastructure facilities, i.e. Power alarms, Air Conditioners alarms, Door Entry alarms, etc.
  - This is achieved by stringent 24x7x365 monitoring of:
    - Electrical power feeding the site. Batteries and AC mains failures are reported to the NOC;
    - On site room temperatures as this can impact the correct functioning of the electronic equipment. The equipment room have smoke detectors to notify the NOC of any potential fire;
    - The equipment room security. Intruder alarms are reported at the NOC for any potential security breaches that can result in service disruptions;

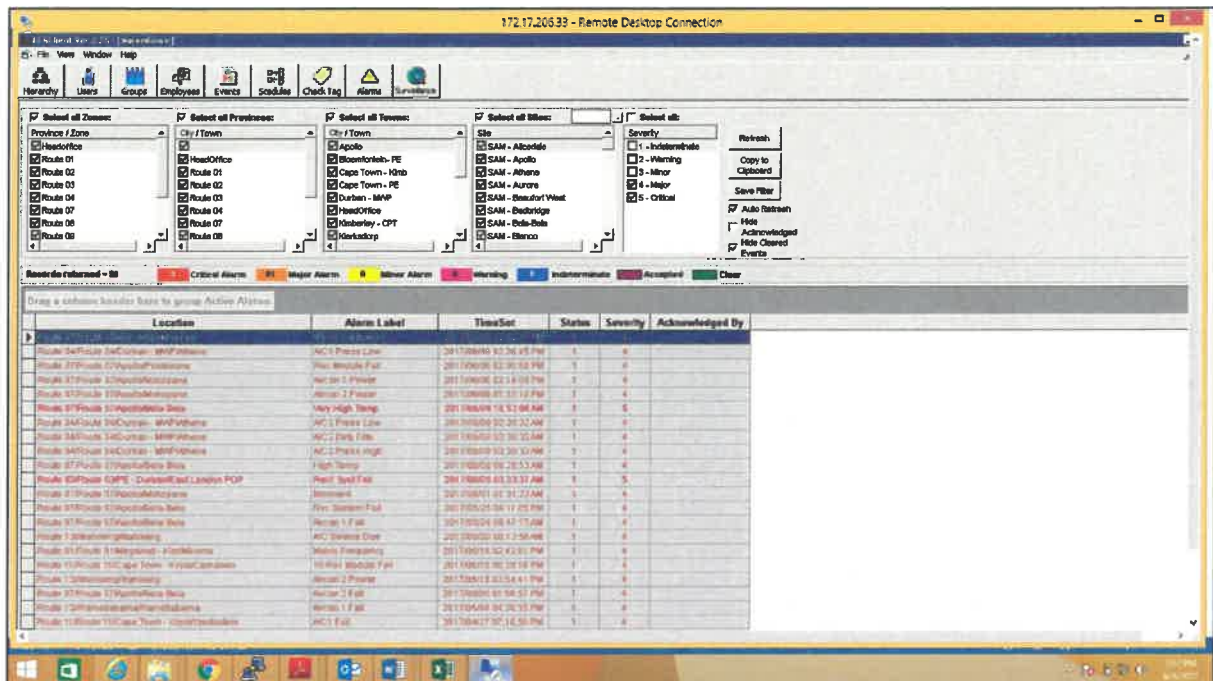


Figure 11: Broadband Infracore's EAS monitoring tool

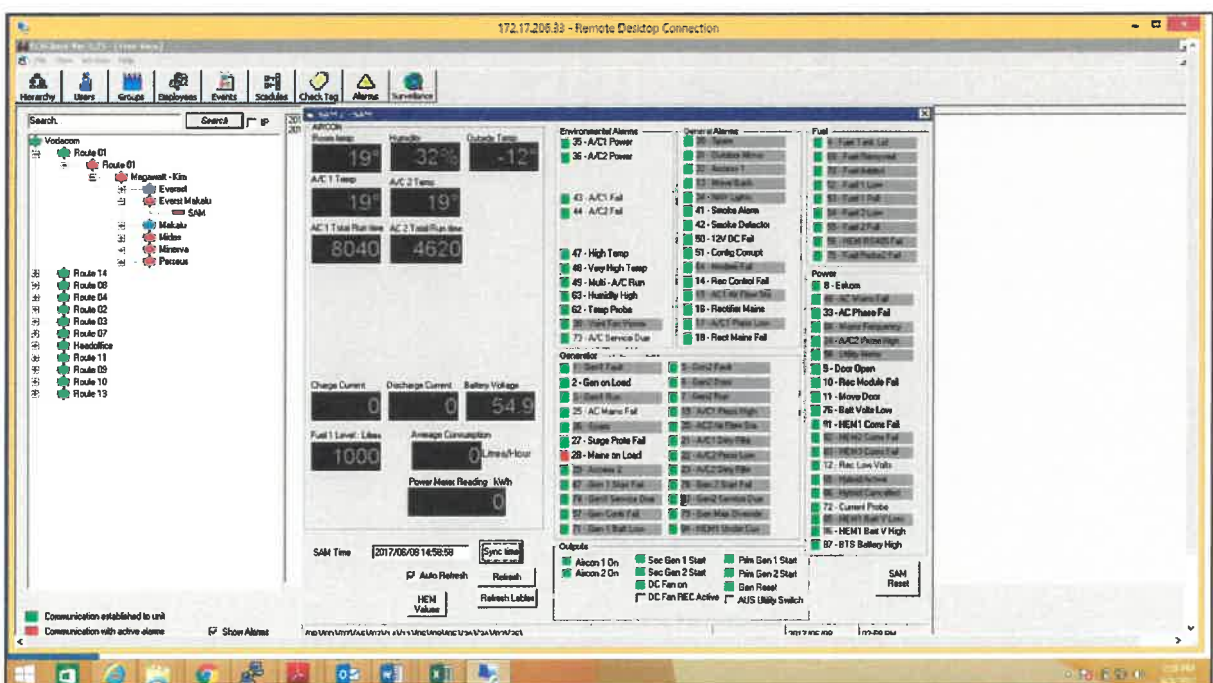
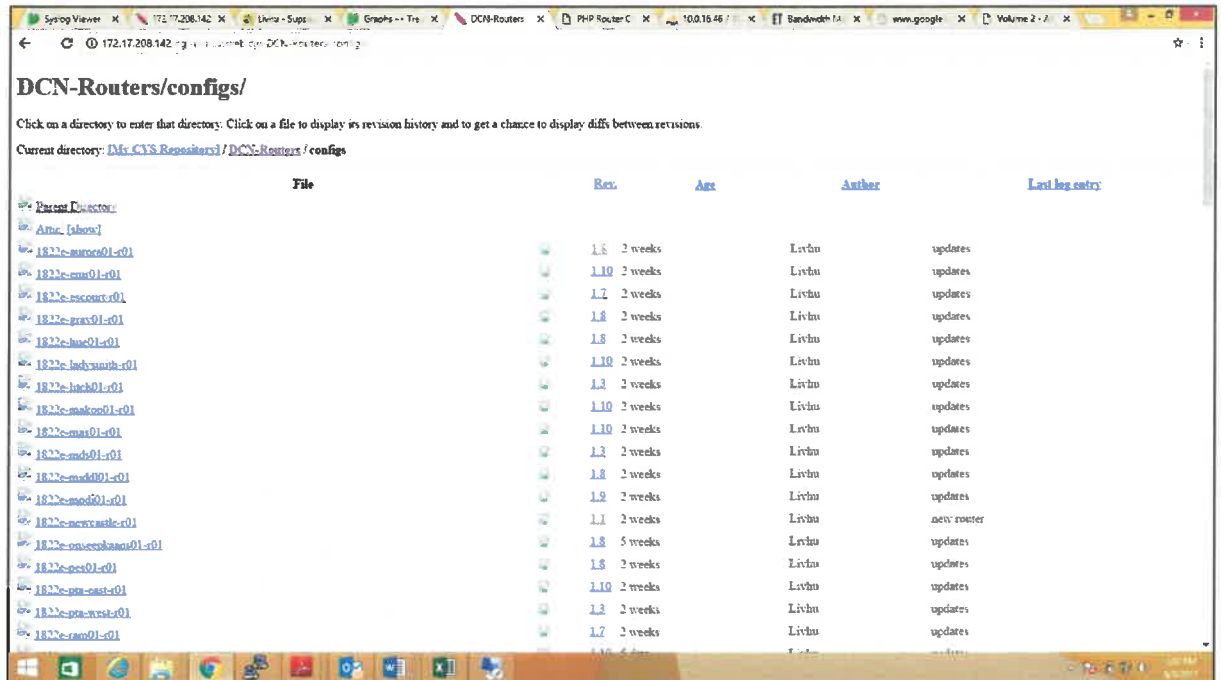


Figure 12: Broadband Infracore's EAS monitoring tool

- Rancid (Router/switch configuration backup)



**Figure 13: Screenshot of the (Router/switch configuration backup)**

- Fibre Management System (FMS), which is centrally monitored by the NOC Monitors Fibre Infrastructure and automatically detects cable breaks and fibre degradation. This significantly improves the overall restoration (Mean Time to Restore) of network cable related incidents which will trigger proactive action

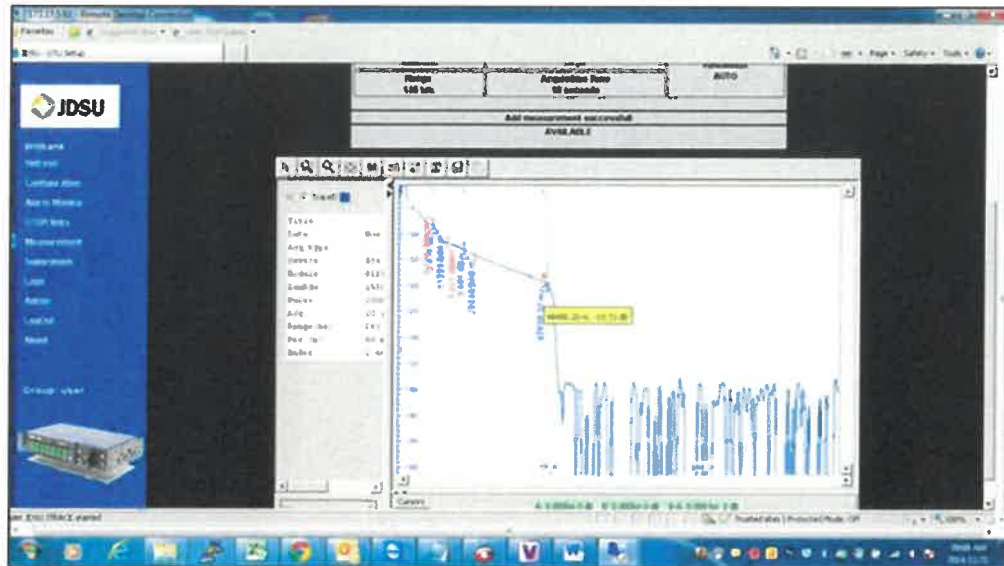


Figure 14: Broadband Infracore's Fiber Management System

Handwritten signature and initials.

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KAREEBERG LOCAL MUNICIPALITY

and

BROADBAND INFRACO SOC LTD

Between

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CONFIDENTIALITY AGREEMENT  
"Agreement"

The Parties to this Agreement are:

- I. **BROADBAND INFRACO SOC LTD**, a company incorporated under the laws of the Republic of South Africa, having its registered office at Building 9, Country Club Estate, 21 Woodlands Drive, Woodmead, Sandton, Republic of South Africa, with registration number 1989/001763/07 (hereinafter "Broadband InfraCo"); and

- II. **KAREEBERG MUNICIPALITY** and its subsidiaries being local government company duly \_\_\_\_\_ with registration number \_\_\_\_\_ (hereinafter "Kareeberg Municipality")

Hereinafter individually referred to as a "Party" and jointly as the "Parties".

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

- 1.1 The Parties desire to enter into discussions relating to Carnarvon internet Access ("the Project").

- 1.2 The Parties anticipate that in the course of their discussions, a Party (the "Disclosing Party") may disclose Confidential Information (as defined in clause 2) to the other Party (the "Receiving Party").

- 1.3 The Parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the Parties and their agents.

- 1.4 This Agreement shall be binding upon the Parties with effect from the date of signature, or the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever is the earliest.



1.5 Neither this Agreement nor the exchange of information contemplated hereby shall commit either Party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The Parties shall only be bound to a business relationship by way of a further definitive written agreement signed by the Parties.

## **2. The Confidential Information**

"Confidential Information" shall for the purposes of this Agreement include, without limitation, any technical, commercial or financial information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications and data in whatever form belonging to the Disclosing Party, or relating to the Disclosing Party's business practices or the promotion of the Disclosing Party's business plans, policies or practices, which information is communicated to the Receiving Party, or otherwise acquired by the Receiving Party from the Disclosing Party, during the course of the Parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not.

## **3. Disclosure of Confidential Information**

3.1 The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion.

3.2 The Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.



3.3 The Receiving Party agrees that it will not, during or after the term of this Agreement, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and to the extent of such authorisation, save in accordance with the provisions of this Agreement. In this Agreement "third party" means any party other than the Receiving Party and Disclosing Party or their Representatives (as defined in clause 3.4).

3.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its respective employees, agents, officers, directors, subsidiaries, associated companies, shareholders and advisers (including but not limited to professional financial advisers, legal advisers and auditors) ("Representatives") on a need-to-know basis and for the purposes of the Project; provided that the Receiving Party takes whatever steps are necessary to procure that such Representatives agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties. For purposes of this clause 3.4, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.

3.5 Accordingly, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including, but not limited to, cost of cover, reasonable attorneys' fees and expenses), or expenses of any kind incurred or suffered by the Disclosing Party and/or its Representatives arising from or in connection with the Receiving Party's unauthorized use or disclosure of the Disclosing Party's Confidential Information in violation of this Agreement.

4. Title

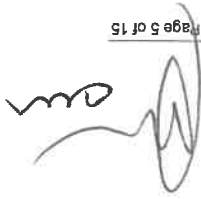
All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party to be proprietary and the exclusive property of the Disclosing Party. This Agreement shall not confer any rights of ownership or licence on the Receiving Party of whatever nature in the Confidential Information.

5. Restriction on disclosure and use of the Confidential Information

Except as otherwise contemplated in this Agreement, the Receiving Party agrees in favour of the Disclosing Party not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than in respect of the Project.

6. Standard of care

The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or confidential information but no less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.



## 7. Return of material containing or pertaining to the Confidential Information

- 7.1 The Disclosing Party may, at any time, and in its sole discretion request the Receiving Party to return any material and/or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

- 7.2 If it is not practically able to do so, the Receiving Party shall destroy or ensure the destruction of all material and/or data in whatever form relating to the Confidential Information disclosed pursuant to the terms of this Agreement and delete, remove or erase or use best efforts to ensure the deletion, erasure or removal from any computer or database or document retrieval system under its or the Representatives' possession or control, all Confidential Information and all documents or files containing or reflecting any Confidential Information, in a manner that makes the deleted, removed or erased data permanently irrecoverable. The Receiving Party shall furnish the Disclosing Party with a written statement signed by one of its directors or duly authorized senior officers to the effect that all such material has been destroyed.

- 7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause 7, within 7 (seven) business days of receipt of any such request.

## 8. Excluded Confidential Information

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 8.1 is known to, or is in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;

- 8.2 is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party;
- 8.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
- 8.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;
- 8.5 is disclosed to a third party pursuant to the prior written authorisation of the Disclosing Party and limited to the extent of such approval; or
- 8.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 9. Term**
- 9.1 This Agreement shall commence upon the date referred to in clause 1.4 and shall endure for a period of three (3) years after the conclusion of the Project.
- 9.2 Other than as provided for in clause 9.1 above, this Agreement shall only terminate if the Confidential Information becomes publicly known.
- 9.3 The Receiving Party's obligations of confidentiality shall survive any termination of this Agreement.



**10. Additional Action**

10.1 Each Party shall execute and deliver such other documents and do such other acts and things as may be reasonably necessary or desirable to give effect to the provisions of this Agreement.

10.2 Nothing contained in the Agreement shall be construed as creating an obligation on the part of either Party to refrain from entering into a business relationship with any third party. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties. Except as specified herein, neither Party shall have the right, power or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party. For the avoidance of doubt, nothing in this Agreement shall obligate either of the Parties to enter into any agreements or transactions whatsoever.

**11. Breach**

In the event that the Receiving Party should breach any of the provisions of this Agreement and fail to remedy such breach within seven (7) business days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction.

**12. Amendments**

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced in writing and signed by the duly authorised Representatives of both Parties. For the purposes of this clause 12, "in writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act No. 25 of 2002 and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.



**13. Enforcement**

The failure or delay by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

**14. Headings**

The headings of the clauses of this Agreement are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

**15. Representations & Warranties**

15.1 Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.

15.2 The Disclosing Party warrants that disclosure of the Confidential Information to the Receiving Party:

15.2.1 will not result in a breach of any other agreement to which it is a party; and

15.2.2 will not, to the best of its knowledge and belief, infringe the rights of any third party; and the Disclosing Party hereby indemnifies and holds the Receiving Party harmless against any liability for third party claims arising on such basis.

15.3 The Receiving Party shall indemnify and keep fully indemnified the Disclosing Party at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party) arising from any breach of this Agreement by the Receiving Party and from the actions or omissions of any Representative of the Receiving Party.

15.4 The Parties do not accept any responsibility for nor do they make any representations or warranties as to the accuracy, reasonableness or completeness of any of the Confidential Information and neither Party shall be liable to the other Party or any third party for any loss or damage as a result of reliance on and use of the Confidential Information.

15.5 Each Party will be responsible for forming its own views as to the accuracy and completeness of the Confidential Information. In particular, the Parties understand that any statements and/or projections relating to the anticipated future performance of the other Party reflect various assumptions concerning anticipated results and are subject to uncertainties, many of which are and may be beyond the control of the Party to which such statements and/or projections relate, and accordingly the anticipated future performance may well not be realised.

## 16. Entire agreement

16.1 This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of the Agreement. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

16.2 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

#### 17. Governing law and Jurisdiction

17.1 This Agreement and the relationship of the Parties in connection with the subject matter of the Agreement and with each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

17.2 The Parties irrevocably agree that the courts of South Africa shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

#### 18. Domicilia and Notices

18.1 The Parties hereby choose *domicilium citandi et executandi* ("domicilium") for all purposes under the Agreement the addresses set out below:

PARTY	PHYSICAL ADDRESS	POSTAL ADDRESS	TELEPH NO.	FAX NO.	CONTACT PERSON
BROADBAND	BUILDING 9,	POSTNET	011 235	011 804	HEAD OF LEGAL
INFRACO SOC LIMITED	COUNTRY CLUB ESTATE, 21 WOODLANDS DRIVE, WOODMEAD EXTENSION 34, SOUTH AFRICA	SUITE 321 PRIVATE BAG X26 SUNNINGHILL, 2157, REPUBLIC OF SOUTH AFRICA	1721	1361	
KAREBERG	13 HANAU STREET,	P.O. BOX 10	053 382	053 382	MUNICIPAL MANAGER
		CARNARVON	3012	3142	

CARNARVON, 8925, REPUBLIC OF SOUTH AFRICA	8925 REPUBLIC OF SOUTH AFRIC			
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18.2 A Party may change its domicile address, by giving 30 (thirty) business days prior notice in writing to the other Party.

18.3 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out above.

18.4 Any notice shall be deemed to have been duly received:  
(a) if delivered personally, when left at the address and for the contact referred to in this clause; or  
(b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or  
(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18.5 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

19. Severability

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and this Agreement shall be carried out as nearly as possible in accordance with its original terms and intent. If any term or condition held to be invalid is capable of being amended to render it valid, the Parties agree to negotiate an amendment to remove the cause of such invalidity.

**20. Third party rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

**21. Assignment**

Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

**22. Publicity**

Neither Party will make or issue any formal or informal announcement or statement to the press or to any third party in connection with this Agreement without the prior written consent of the other Party.

SIGNED by the Parties and witnessed on the following dates and at the following places

respectively:

SIGNED at

on

**AS WITNESS:**

For: **BROADBAND INFRACO SOC LTD**

(Name of witness in print)

Duly authorised



Mr/Mnr M F MANUEL  
Municipality Manager /Munisipale Bestuurder  
KAREEBERG MUNICIPALITY/ MUNISIPALITEIT  
P O Box / Posbus 10, CARNARVON, 8925

MOGAMAT FARUQ MANUEL (Name of witness in print)  
Duly authorised  
KAREEBERG MUNICIPALITY/MUNISIPALITEIT  
PO Box / Posbus 10, CARNARVON 8925

AS WITNESS:

SIGNED at \_\_\_\_\_ on \_\_\_\_\_