

ISDN 30 PRA RENEWAL AGREEMENT

BETWEEN

TELKOM SA SOC LIMITED

AND

CUSTOMER NAME

ISDN 30 PRA SERVICE AGREEMENT ONE/TWO/THREE/FIVE YEAR PERIOD

(Change of Customer ~ Insert remaining term here. Please delete if not applicable)

For existing services of which the term has expired, the current agreement will expire within approximately three months and for cases where a new term is entered into during the term of the current agreement.

entered into by

TELKOM SA SOC LIMITED

| | |
|------------------------------------|---|
| Company Registration Number | 1991/005476/30 |
| VAT Number: | 4680101146 |
| Physical Address | The Hub Telkom Park, 61 Oak Avenue Techno Park Highveld Centurion, Pretoria |

(hereinafter referred to as **“the Service Provider”**)

and

| | |
|------------------------------------|--|
| Company Registration Number | |
| VAT Number: | |
| Physical Address | |
| Postal Address | |
| Telephone Number | |
| Telefax No. | |
| Contact Person | |
| Email Address | |

(hereinafter referred to as **“the Customer”**)

(Jointly **“the Parties”**)

TABLE OF CONTENTS:

1. PROVISION OF SERVICE..... 3
2. DEFINITIONS 3
3. TERM 3
4. AGREEMENT DOCUMENTS..... 4
5. CONDITIONS 4
6. INSTALLATION AND RENTAL CHARGES..... 4
7. MIGRATION 5
8. TRANSFER OF SERVICE 5
9. TERMINATION OF SERVICE 5
10. DOMICILIUM CITANDI ET EXECUTANDI 6
11. ASSIGNMENT 6
12. NO WAIVER 6
13. APPLICABLE LAW 6
14. ENTIRE AGREEMENT 7

ANNEXURE A

ANNEXURE B

WHEREAS the Customer rents an ISDN 30 PRA Service(s) from the Service Provider and wishes to continue renting the Service(s) from the Service Provider;

AND WHEREAS the Service Provider is willing to continue providing the Service(s) subject to the conditions as set out hereunder;

NOW THEREFORE, the Parties agree as follows:

1. PROVISION OF SERVICE

The Service Provider hereby undertakes to continue to provide, maintain and, where applicable, to install the Service(s) as set out in Annexure A attached hereto, herein referred to as the "Service(s)".

2. DEFINITIONS

- 2.1. "Commission or Commissioning" means for any Outdoor Transfer, that the ISDN 30 PRA Service(s) have been installed and are available for use by the Customer.
- 2.2. "Effective Date" means the date on which this Agreement was signed by the Party who has signed it last in time.
- 2.3. "Group" means Telkom SA SOC Limited and any division and/or subsidiary;
- 2.4. "Initial Period" means the term of this Agreement.
- 2.5. "Migrate" or "Migration" means the change from one product or service to another product or service offered by the Service Provider where the rental or charges payable are not less than 60% of the value of the rental or charges payable in terms of this Agreement.
- 2.6. "Minimum Rental Period" means the first twelve (12) months of the Initial Period.
- 2.7. "Outdoor Transfer" means the move of the ISDN 30 PRA Service(s) from one building to another on the same premises and/or from one premises to another.
- 2.8. "Standard Terms and Conditions" means the Service Provider's Standard Terms and Conditions for the Provision of Electronic Communication Services & Products.

3. TERM

- 3.1 The Parties agree that the Service(s) referred to in clause 1 shall be rented for at least a further _____ (___) **months** calculated for:
 - 3.1.1 existing services of which the term has expired, from the Effective Date.
 - 3.1.2 existing services of which the term will expire in the near future, from the date that immediately follows the date of expiry of the current agreement for the relevant Service(s).
 - 3.1.3 existing services where the Customer has during the term of a current agreement opted to enter into an agreement with a term that is longer than the remainder of the current agreement, from the Effective Date.
- 3.2 Thereafter, this Agreement will automatically be renewed on a month-to-month basis, subject to either Party giving the other Party one (1) month's written notice of its intention to terminate this Agreement.

3.2.1 Should the Customer Migrate the ISDN 30 PRA Service(s) in terms of clause 7, the applicable term as indicated in this clause, will apply.

3.2.2 This Agreement takes effect on the Effective Date.

4. AGREEMENT DOCUMENTS

4.1 The following documents form part of this Agreement and shall be read in conjunction:

- a) This Agreement;
- b) Annexure A: Description of Services and Pricing
Annexure B: Environmental Requirements

4.2 In the event of any ambiguity between these documents, the following order of precedence shall apply:

- a) This Agreement
- b) The Annexures A
B

5. CONDITIONS

5.1 The Customer understands and accepts that the provision, transfer and migration of the ISDN 30 PRA Service(s) as set out in Annexure A attached hereto, is and shall remain to be subject to the provisions of the Electronic Communications Act, 36 of 2005 (the Act), the licences issued to the Service Provider and the Service Provider's Standard Terms and Conditions as amended from time to time and as filed with the Regulatory Authority. The Service Provider's Standard Terms and Conditions is available at <http://www.telkom.co.za>. Should there be any conflict between the Service Provider's Standard Terms and Conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

5.2 The Service Provider shall not at all be liable for any loss or damage arising from a delay to provide, repair and, where applicable, to install the Service(s) or the total or partial interruption of the Service(s), except as is set out in the Service Provider's Standard Terms and Conditions.

5.3 The Parties further agree that the risk of loss or damage to or destruction of the Service Provider equipment installed on the Customer's premises, where applicable, regarding the provision of ISDN 30 PRA Service(s) in terms of this Agreement, has passed to the Customer from the date the Service(s) was installed and shall remain vested in the Customer.

5.4 The Customer shall comply with the environmental requirements as set out in Annexure B attached hereto.

6. INSTALLATION AND RENTAL CHARGES

6.1 The Customer undertakes to pay the Service Provider the prescribed discounted installation charge, where applicable, and discounted rental as set out in Annexure A attached hereto and as published in the Service Provider's Tariff List, monthly in advance, from the Effective Date or the date that immediately follows the date of expiry of the current agreement for the relevant Service(s), as the case may be, which shall be subject to adjustments from time to time. The Service Provider must in terms of the Regulations regarding standard terms and conditions for individual licences file its charges, including any adjustment to the installation and rental charges, with the Regulatory Authority.

- 6.2 The Customer shall pay all charges on or before the due date indicated on the account rendered by the Service Provider.
- 6.3 The prices applicable to the equipment quoted in Annexure A are:
- 6.3.1 based on a Rand/US Dollar exchange, where indicated;
- 6.3.2 the final price, where indicated, will be based on the Rand/US Dollar exchange rate on the date of acceptance of the order received by the Service Provider.

7. MIGRATION

- 7.1 The Customer may in terms of this Agreement, Migrate its ISDN 30 PRA Service(s) to another service. Should a Migration take place, the term of the new service shall be calculated as follows:
- 7.1.1 if the minimum rental period of the new service is shorter than the remainder of the Minimum Rental Period then the term of the new service shall be equal to the remainder of the Minimum Rental Period, or
- 7.1.2 if the minimum rental period of the new service is longer than the remainder of the Minimum Rental Period then the term shall be the minimum rental period of the new service.
- 7.1.3 The term of the new service will apply from the date of Commissioning of the new service.
- 7.2 The written request from the Customer for the Migration and the Service Provider's written confirmation that the request in terms of clause 7.1 has been approved by the Service Provider, shall form an integral part of this Agreement for the purposes of clause 15.

8. TRANSFER OF SERVICE

- 8.1 Should the Customer request the Service Provider to Outdoor Transfer the Service(s), the request for the Outdoor Transfer shall be regarded as an order to discontinue the Service(s) at the existing building or premises and as an order for the provision of a new service at a different building or premises, in which case clause 9.2 of this Agreement shall apply. The Customer shall in terms of clause 6, pay the prescribed charge(s) for the provision of the new service at the then applicable prevailing charge(s).
- 8.2 Should the Customer, however, conclude an agreement for the provision of the service(s) at the new building or premises prior to the date on which the Outdoor Transfer will take place, clause 9.3 of this Agreement shall apply.

9. TERMINATION OF SERVICE

- 9.1 The Customer shall accept full responsibility for all reasonable abortive costs and expenses incurred by the Service Provider in terms of this Agreement and undertakes to pay the costs to the Service Provider, should the Customer cancel an order for the Outdoor Transfer of an ISDN 30 PRA Service(s), as set out in Annexure A attached hereto, or effect any changes regarding the Outdoor Transfer of the Service(s).
- 9.2 Should this Agreement be terminated for whatever reason other than as a result of breach by the Service Provider, in respect of any of the ISDN 30 PRA Service(s) listed in Annexure A attached hereto, prior to the expiry of the Initial Period, the Customer shall be obliged to pay on the Service Provider's demand the full outstanding rental payable for the remaining period of this Agreement, which amount shall be due and payable upon rendering of an account by the Service Provider.

- 9.3 Should this agreement be terminated as a result of an Outdoor Transfer in terms of clause 7, however, and the Customer has concluded an agreement for the provision of the Service(s) at the new building or premises prior to the date on which the Outdoor Transfer will take place, the Customer shall:
- 9.3.1 where an agreement is concluded with a term that is shorter than the term of this Agreement but not less than one (1) year, pay on the Service Provider's demand an amount equal to the difference between:
- A. The rental charge that was applicable on the Effective Date to an agreement with a term of one (1) two (2), three (3) or five (5) years, whichever is the closest to the period that the Service(s) was in operation
- and
- B. The rental charge that was applicable to the Service(s) provided in terms of this Agreement on the Effective Date.
- The difference in rental will be calculated for the period that the Service(s) was in operation.
- 9.4 where an agreement is concluded with a term that is the same than the term of this Agreement, not be liable to pay any penalties for terminating the Service(s).
- 9.5 The termination of this Agreement for any other reason will be dealt with in terms of the Service Provider's Standard Terms and Conditions.

10. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby accept their addresses as more fully set out on the opening page of this Agreement as their *domicilium citandi et executandi* addresses for all matters in connection with this Agreement and for the service of any legal processes. Either of the Parties may change its address provided that the Party doing so gives fourteen (14) days written notice to the other prior to such change.

11. ASSIGNMENT

Neither Party may cede its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party, provided that the Service Provider shall be entitled to cede its rights and/or delegate its obligations under this Agreement to any company in the Group without the consent of the other Party.

12. NO WAIVER

Failure by either Party to exercise any rights under this Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default. No alteration or modification of any provision of this Agreement will be deemed a waiver of any other default.

13. APPLICABLE LAW

The terms and conditions of this Agreement and Annexures attached hereto, shall be determined in accordance with the laws of the Republic of South Africa.

14. SIGNATURE AND COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter hereof. No interpretation, amendment, or change to this Agreement will be effective unless made in writing and signed by both Parties.

| | |
|--|---|
| SIGNATURE PAGE | |
| IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorised representatives. | |
| <p>TELKOM SA SOC LIMITED SIGNED at _____ on this _____ day of _____ _____ 20____</p> <p>_____ PRINT NAME</p> <p>_____ DESIGNATION</p> <p>_____ SIGNATURE in the presence of the undersigned witness</p> <p>_____ WITNESS: PRINT NAME</p> <p>_____ WITNESS: SIGNATURE</p> | <p>TELKOM SA SOC LIMITED CO-SIGNED at _____ on _____ this _____ day of _____ 20____</p> <p>_____ PRINT NAME</p> <p>_____ DESIGNATION</p> <p>_____ SIGNATURE in the presence of the undersigned witness</p> <p>_____ WITNESS: PRINT NAME</p> <p>_____ WITNESS: SIGNATURE</p> |
| CUSTOMER | |
| <p>SIGNED at _____ on this _____ day of _____ 20____</p> <p>In the presence of the undersigned witness:</p> | |
| <p>_____ PRINT NAME</p> <p>_____ DESIGNATION</p> <p>_____ SIGNATURE</p> | <p>_____ WITNESS: PRINT NAME</p> <p>_____ WITNESS: SIGNATURE</p> |
| <p>By signing this signature page the Parties agree to be bound by this Signature Page, preceding terms and conditions and attached Annexures which are incorporated in this Agreement by reference.</p> | |

ANNEXURE A
DESCRIPTION OF SERVICES AND PRICING

ANNEXURE A

NAME OF THE CUSTOMER: _____

CHARGES:

Per ISDN 30 PRA Service:

*Installation : R_____ (R_____) VAT inclusive

Monthly Rental : R_____ (R_____) VAT Inclusive

TOTAL CHARGES:

ISDN 30 PRA X _____

*Installation : R_____ (R_____) VAT inclusive

Monthly Rental : R_____ (R_____) VAT inclusive

*Quote when applicable or insert the words "Existing Service(s)".

ISDN 30 PRA DETAIL:

No of ISDN 30 PRA: _____

ISDN 30 PRA at address/s

- 1. _____ Circuit nr. _____
- 2. _____ Circuit nr. _____
- 3. _____ Circuit nr. _____
- 4. _____ Circuit nr. _____
- 5. _____ Circuit nr. _____
- 6. _____ Circuit nr. _____

ANNEXURE B
ENVIRONMENTAL REQUIREMENTS

ANNEXURE B

Environmental requirements

The customer shall provide the following at his premises:

| Minimum liabilities | Requirements for all installations | Depending on the technology to be used, the following additional items may be required. |
|---|---|--|
| 1. Accommodation | | |
| Room: Working clearance around equipment according to Service Provider specifications * | X* | |
| Marley or cement floor, non-oil paint (new building), dust proof, no water pipes, adequate lighting and lockable door | X | |
| Air-condition | | X |
| | | |
| 2. Power 220V and earth | | |
| Wall mounted isolator switch (not earth leakage) | | X |
| Standard wall socket for Service Provider use only | X | |
| Earth bar, to be connected to building earth | X | |
| | | |
| 3. Site logistics | | |
| Permission for 24-hour access to premises | X | |
| Lockable door to the equipment room | X | |
| Safety standards | X | |
| | | |
| 4. Cable entry to room | | |
| Protected cable route for tie cable | | X |
| Protected cable route for feeder cable | | X |
| Trunking or piping for protected cable | X | |
| Entry pipes | | X |
| | | |
| 5. Pole and brackets for microwave mast | | X |

*Note: For the purpose of accommodation requirements, the following minimum equipment dimensions may be assumed:

HDSL: 440(L) mm X 210(W) mm X 290(H) mm wall mounted stack rack.

Cabinet = 600(L) mm x 600(W) mm x 2000(H) mm (Includes rectifier and batteries where applicable.)

[In some cases where there is a high demand for 2Mbit/s services two (2) cabinets must be supplied.]