

Applicant's Details

Company

Reg No.

VAT No.

Contact Person

Tel.

Cell.

E-mail

Installation Address

Street

City

Postal Code

GPS Coordinates

Technical Contact

Tel.

Cell.

E-mail

Cybersmart Acc. No.

If Applicable

Enterprise Pricing (excl. VAT)

24 Month Contract

50Mbps

100Mbps

200Mbps

Standard 10:1

R8 999pm

R11 999pm

R17 999pm

Premium 4:1

R12 999pm

R17 999pm

R32 999pm

Uncontended 1:1

R36 999pm

R52 999pm

R92 999pm

12 Month Contract

50Mbps

100Mbps

200Mbps

Standard 10:1

R9 999pm

R13 999pm

R19 999pm

Premium 4:1

R14 799pm

R19 999pm

R36 999pm

Uncontended 1:1

R41 999pm

R59 999pm

R105 999pm

Service Options

24/7 SLA	R2 999pm	
Installation	R15 000 once off or	R4 000 plus R1 000pm x 12

Additional IPs

/30 IP Range	4 (1 usable)	R200pm
/29 IP Range	8 (5 usable)	R400pm
/28 IP Range	16 (13 usable)	R800pm

Additional Information

Landlord Details

Building Owner/ Body Corporate

Tel.

Cell.

E-mail

Debit Order Authorization

Billing Contact

Tel.

Cell.

E-mail

Billing Address

Street

Suburb

City

Postal Code

Bank Details

Bank

Branch Name

Branch No.

Acc. No.

Acc. Type

I hereby authorize Cybersmart to debit the account below for services rendered.

Authorized Signatory

Signature

Signature

Applicants details

I hereby consent to Cybersmart's terms and conditions of service as amended from time to time.

Signature

Date

Place

Cybersmart Lightspeed - Standard Terms and Conditions

WHEREAS the CUSTOMER requires a CYBERSMART Internet Access Service(s) from CYBERSMART; AND WHEREAS CYBERSMART is willing to provide the Service(s) subject to the conditions as set out hereunder; NOW THEREFORE, the parties agree as follows:

1. PROVISION OF SERVICE

CYBERSMART hereby undertakes to install, provide and maintain the Service(s) as set out in the Service Application.

2. DEFINITIONS

"**Agreement**" means the agreement contained in these Standard Terms and Conditions together with the Service Application. "**Commission**" means that the Service(s) have been installed and are available for use by the CUSTOMER. "**CUSTOMER**" means the person or company applying for Services as set out in the attached Service Application. "**CYBERSMART**" means CYBERSMART (Pty) Ltd, Registration No: 2007/013792/07. "**Effective Date**" means the date of the Party signing this Agreement last in time. "**Initial Term**" means the period specified under "contract duration" on the Service Application. "**Outage**"; means that the service is unavailable to all equipment on the CUSTOMER network as a result of a problem on CYBERSMART's network or a cable break between CYBERSMART and the CUSTOMER. "**Planned Maintenance**"; Times where the CUSTOMER may experience an outage as a result of scheduled changes on CYBERSMART's network. Maintenance windows are usually between 1am and 6am. "**Services**" means the provision of Cybersmart Lightspeed and Voice services in terms of this Agreement. "**SLA**" means service level agreement as set out in clause 9 below.

3. AGREEMENT DOCUMENTS

3.1 The following documents form part of this Agreement and shall be read in conjunction with these documents:

- Service Application
- Standard Terms and Conditions

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

- Standard Terms and Conditions
- The Service Application

4. TERM

4.1 This Agreement takes effect on the Effective Date.

4.2 The Parties agree that the Service(s) specified on the Service Application will continue for the Initial Term calculated from the date of Commission and thereafter indefinitely until terminated by either Party as per clause 4.3 below.

4.3 After the expiry of the Initial Term, either Party may terminate the services by providing the other Party with three months' written notice of termination.

5. CONDITIONS

5.1. The CUSTOMER understands and accepts that the provision of the Service(s) as set out in the Service Application, shall be subject to the provisions of the Electronic Communications Act, 36 of 2005 (the Act) and the licences issued to CYBERSMART.

5.2. The CUSTOMER hereby consents that, and authorises CYBERSMART to:

5.2.1. contact, request and obtain information from any credit provider or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CUSTOMER;

5.2.2. furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CUSTOMER to any registered credit bureau or to any credit provider seeking a trade reference regarding the CUSTOMER's dealings with CYBERSMART.

5.3. CYBERSMART shall not at all be liable for any loss or damage arising from a delay in providing the Service(s).

5.4. CYBERSMART's maximum liability in terms of a disruption of the Service(s) is documented under the SLA as set out in clause 9. CYBERSMART shall not be liable for any loss or damage resulting from a disruption of the Service(s) should an SLA not be selected on the Service Application.

5.5. The Parties further agree that the risk of loss or damage to or destruction of CYBERSMART equipment installed on the CUSTOMER's premises, where applicable, regarding the provision of the Service(s) in terms of this Agreement, shall pass to the CUSTOMER from the date the equipment is installed.

6. INSTALLATION AND RENTAL CHARGES

6.1. The CUSTOMER undertakes to pay CYBERSMART the prescribed Installation Fee and Monthly Rental as set out in the Service Application attached hereto, monthly in advance from the date the Service(s) is commissioned, which charges shall be subject to adjustments from time to time as determined by CYBERSMART.

7. SERVICE CHANGES

7.1. If the CUSTOMER requires the service to be moved from one premises to another after the service has been commissioned, the move will be seen as a new order and the CUSTOMER will be required to submit a new Service Application. The moving of the circuit will be seen as a new installation with applicable cost.

7.2. The CUSTOMER may request CYBERSMART to increase the bandwidth of the Service(s) at the ruling installation and rental charge at any time during the contract term as defined in clause 4. The CUSTOMER, however, will not be permitted to decrease the bandwidth of the Service(s) after the service or upgrade has been commissioned.

8. TERMINATION OF SERVICE

8.1. The CUSTOMER shall accept full responsibility for all reasonable abortive costs and expenses incurred by CYBERSMART in terms of this Agreement and undertakes to pay the costs to CYBERSMART, should the CUSTOMER cancel the order for the provision of the Service(s), as set out in the "Service Application", after the Effective Date of this Agreement as set out in clause 4.2 or effect any changes regarding the installation of the Service(s).

8.2. Should the CUSTOMER terminate this Agreement, in respect of any of the Service(s) listed in the Service Application attached hereto, prior to the expiry of the Agreement, the CUSTOMER shall be obliged to pay on CYBERSMART'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 statement by CYBERSMART.

8.3. CYBERSMART may terminate this Agreement and suspend services should the CUSTOMER fail to pay in full the fees set out in the Service Application.

8.4. Excluding planned maintenance, should the CUSTOMER experience an outage of more than 240 hours from when a fault is logged with CYBERSMART the CUSTOMER may terminate this Agreement immediately and without penalty.

9. SERVICE LEVEL AGREEMENT:

9.1. CYBERSMART provides a Business Hour and a 24/7 SLA service to customers (extra charges may apply):

9.1.1. Business Hour SLA CUSTOMER's earn rebates on their Monthly Rental charges for every minute that Lightspeed services are unavailable during business hours (7am - 7pm);

9.1.2. 24/7 SLA CUSTOMER's earn rebates on their Monthly Rental charges for every minute that Lightspeed services are unavailable each month.

9.2. The SLA rebate is calculated as the total minutes of downtime each month expressed as a percentage of the total minutes in that month.

i.e. rebate = $\frac{\text{no. of minutes of downtime} \times \text{Monthly Rental charge}}{\text{total minutes in the month}}$

9.3. A detailed SLA Agreement is available on request.

10. CONFIDENTIALITY

10.1. CYBERSMART and the CUSTOMER to the extent of their contractual and lawful right to do so will exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement and for the CUSTOMER to avail itself of the service rendered by CYBERSMART under this Agreement. All information relating to this Agreement provided by either Party to the other, whether oral or written, and when identified as confidential or proprietary in writing, is hereby deemed to be confidential and proprietary information ("Proprietary Information").

10.2. A Party receiving Proprietary Information pursuant hereto (the "Receiving Party") will not, without the prior written consent of the Party disclosing such information (the "Disclosing Party") disclose any portion of the Proprietary Information to any persons or entities other than the employees and consultant of the Receiving Party (and CYBERSMART's subcontractors) who reasonably need to have access to the Proprietary Information in connection with the purposes of this Agreement and who have agreed to protect Proprietary Information as though they were a Party to this Agreement.

11. FORCE MAJEURE

11.1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that Party, including without limitations, acts of God, civil commotion, riots, insurrection, lock-outs, acts of government, fire, theft, explosion, the elements, epidemics, governmental embargoes or like causes, the Party so affected shall be relieved of its obligations hereunder during the period of such events and its consequences, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure provided always that written notice shall within twenty four (24) hours of the occurrence constituting such an event (force majeure) be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such force majeure.

11.2. The Parties hereby agree that should force majeure last more than fourteen (14) days, the Party who has not invoked force majeure to excuse any non-performance of its obligations may terminate this Agreement by giving ten (10) days written notice to the other.

12. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby accept their addresses as more fully set out on the Service Application 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.

13. ASSIGNMENT

13.1. In the event that CYBERSMART or CYBERSMART's assets are acquired by another company ("The acquiring company") the CUSTOMER will remain bound to this Agreement and the Acquiring Company will assume all of CYBERSMART's responsibilities and obligations as set out in this contract.

13.2. With the exception of 13.1, neither party may sell, assign, cede or transfer this Agreement or any rights in terms of this Agreement or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14. NO WAIVER

Failure by either Party to exercise any rights under this Agreement in 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.

15. 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.

16. VAT

All prices exclude VAT at 14%.

17. DAMAGED EQUIPMENT

17.2. Warranty faults or failures on equipment supplied by Cybersmart, will be replaced at Cybersmart's expense. Equipment must be returned to Cybersmart for evaluation.

17.3. Costs for faults or breakages other than the aforementioned will be for the customer's account.

18. 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.