

FTTH SERVICE TERMS

1. Definitions

Capitalised terms not defined herein have the same meaning as defined in the General & Service Terms

1.1. "Contented" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third party fibre access network over which the Alphaconnect service is delivered.

1.2. "Unshaped" means that Alphaconnect does not prioritise or differentiate between different classes of traffic. Moves, additions and changes are subject to feasibility, and additional charges for on-net or off-net changes may apply

1.3. "Uncapped" has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>

2. General

2.1. These terms are to be read in conjunction with:

2.1.1. Alphaconnect General & Service Terms at <https://www.Alphaconnect.co.za/terms-and-conditions/>

2.1.2. Fibre network operators SLA terms <https://www.Alphaconnect.co.za/fibre-network-slus/>

2.2. Alphaconnect will provide you with contented capped or uncapped, unshaped access to the Alphaconnect Network via a fibre circuit (the "Access Circuit") and the Equipment at a Alphaconnect Point of Presence ("PoP"), mobile data and voice over IP services.

2.3. The Service provides Internet access by transmitting and delivering IP packets between your computers connected on the Alphaconnect Network and other networks in accordance with its standard business arrangements with providers of such other networks.

3. Throughput Rates and IP Access

3.1. Access to, and across, the Alphaconnect IP Network is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed.

3.2. Due to the nature of the Internet, Alphaconnect can only control download and upload speeds across the Alphaconnect Network (as defined in the Alphaconnect General Terms and conditions).

3.3. IP throughput rates may also be reduced by Alphaconnect in accordance with its Fair Use Policy, a copy of which can be provided to you on request.

4. Access Circuit

4.1. The FTTH network operator supplies, configures and tests the Access Circuit. Each FTTH network operator defines its own standard installation. The Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses not included in a standard installation that is necessary to provide the services to the Customer's premises. Such costs shall either be charged by the relevant FTTH network operator directly to the Customer, or through Alphaconnect, depending on the business model of the FTTH network operator.

5. Equipment

5.1. The Equipment will be provisioned with a standard configuration in respect of the ordered Service.

5.2. You must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.

5.3. In the event of failure of the Equipment, Alphaconnect will repair or replace (at Alphaconnect's discretion) the Equipment where such failure is covered by the warranty of the

original equipment manufacturer. Where the Equipment is replaced, you must return the original Equipment to Alphaconnect.

5.4. You accept liability for any costs incurred by Alphaconnect because of repair or replacement of Equipment where the Equipment failure was caused by your use, misuse or changes to the Equipment, other than as previously agreed to in writing by Alphaconnect.

5.5. Alphaconnect will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Alphaconnect.

5.6. Ownership of the Equipment vests in the Alphaconnect;

5.7. Equipment is not subject to a rent-to-own contract.

6. IP Addresses

Alphaconnect will dynamically assign IP addresses from Alphaconnect allocated blocks obtained from AfriNIC. Any IP address allocated by Alphaconnect to you remains the property of Alphaconnect and you will have a non-transferable licence to use such addresses for a limited time.

7. Reporting Service

Alphaconnect may provide usage information in the online customer zone. The content of any usage information will only be visible to authorised users ("Users") or authorise Alphaconnect employees. Usage information purposes only and will not be used to calculate any service credits.

8. Resale of Service

Resale of the Services is not permitted.

9. Accuracy of Your Information

You will provide Alphaconnect with accurate and up to date information: (i) when completing the Service Order; and (ii) when you contact Alphaconnect to report a suspected fault and is asked a standard set of structured questions. Alphaconnect shall not be liable for any loss suffered because of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

10. Maintenance

Scheduled maintenance on the Alphaconnect Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the fibre access network. Alphaconnect and the third party fibre access network provider reserves the right to perform emergency maintenance without prior notice, but Alphaconnect shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

11. Set Up and Configuration/ Installation Fees

11.1. Fibre to the Home products offered by Alphaconnect are all subject to a once-off set up and configuration or Installation fee.

11.2. Should Alphaconnect offer to waive this fee and you terminate your subscription within six (6) months of activating the service, the full installation or setup and configuration fee is payable as part of the termination fee.

12. Security

You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility Alphaconnect will not be held liable for any losses arising out of security breaches of your Services.

13. Disclaimer

Alphaconnect will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Alphaconnect Network.

14. Promotional Pricing

Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Alphaconnect. Promotional pricing is subject to availability, either from the upstream network provider or Alphaconnect, and may be withdrawn at any time without notice.

15. Cancellation

15.1. If you terminate the Agreement (or Alphaconnect terminates the Agreement due to your breach of the Agreement), you will be liable to Alphaconnect;

15.1.1. during the first six months from the Billing Start Date,

15.1.1.1. an amount of R1,500; and

15.1.1.2. for the full value of the Service Equipment. You may return the Service Equipment (at your cost) as a set-off against your liability for the Service Equipment; and

15.1.1.3. unless clause 15.2 applies, for a pro-rata portion of the installation fee charge by the optic fibre network operator;

15.2. if Alphaconnect issued you with an installation voucher, the installation voucher will be credited to your account in equal credits over the period of the voucher and should you terminate the Agreement during the period of the voucher you will forfeit any remaining balance that would have been credited to you if the Agreement had not terminated.