

CONTRACTUAL CONDITIONS AND SERVICE LEVEL AGREEMENT

FOR SERVICES RENDERED

entered into between

CompuMission Pty Ltd

Reg no: 2011/118670/07

0861114207(support)/0213001210/0218642042

ICASA LICENCE: ECS/ECNS:0043/IECNS/JAN09

(COMPUMISSION)

of address 3 Disa street, Wellington, RSA

and

*Contracted client name:

("CLIENT")

*Street address:

*Postal address:

*ID/ Reg. Number:

VAT number:

*Contact details:

For accounts communications:

Name: _____

Tel: _____

Email: _____

For network communications:

Cell: _____

(For clients only outside of RSA)

Email: _____

(* indicates compulsory fields)

(Please initial all pages and sign in full where indicated)

FOR OFFICIAL USE ONLY

PASTEL ACCOUNT

USER NAME/S

1. The Service

- 1.1** CompuMission will establish a communication link between the CLIENT'S terminal equipment and the CompuMission network, connecting to our Internet Servers. This connection is usable 24 hours per day and the CLIENT can access the CompuMission network under the technical conditions pertaining to the subscription package chosen.
- 1.2** CompuMission gives no express or implied warranties or guarantees whatsoever with regard to its services other than as set out in this Agreement.
- 1.3** CompuMission reserves the right to alter at any time the technical parameters of the packages in order to manage the network efficiency or to improve services. CompuMission will use its best endeavours to notify the CLIENT in advance of any such changes.
- 1.4** The CLIENT, under no circumstances is allowed to make any changes to technical parameters of the connection itself and although this access is not primarily given to the client, should this be breached by the client in any way, any changes resulting in service interruption will be rectified at the CLIENT'S cost.
- 1.5** CompuMission reserves the right to amend the pricing of packages, data and/or hardware where necessitated by either increases in input costs or otherwise. The CLIENT will be informed at least 1 calendar months in advance of package pricing changes.

2. Acceptable use

- 2.1** The use of the CompuMission network or service by the CLIENT for the transmission of material that violates any current law and/or any associated regulations or that may be considered as unlawfully prejudicial to third parties, is prohibited.
- 2.2** The CLIENT irrevocably accepts all consequences of their own activities over the CompuMission network and through use of the services. The CLIENT indemnifies and holds harmless CompuMission, its officers, employees, subsidiaries, affiliates & contractors against all liabilities, claims, costs and expenses of whatsoever nature arising directly or indirectly from these activities and the use of the service in general.
- 2.3** The use of the internet service, information and other services on the CompuMission network is solely at the CLIENT'S own risk. CompuMission assumes no responsibility and makes no representations with regard to the quality or reliability of data accessed or the inability to access data via CompuMission networks. This includes what consumes the data on the client side and CompuMission assumes no responsibility for data usage and cannot manage how much the CLIENT consumes, or for what purpose. All CompuMission staff are prohibited from accessing, even at the CLIENT'S request, any history of browsing data or any other usage data. Any requests for this involvement will be reported to management immediately.
- 2.4** The CLIENT irrevocably agrees that it is solely responsible for security and the maintenance of the security of any user details, including access codes and passwords. The CLIENT further irrevocably agrees that it is solely responsible for the use of the service by any third party that accesses the service through the CLIENT'S subscription.
- 2.5** Access to other networks and services via the CompuMission network must conform to the standard norms and regulations governing access to these services, e.g. Newsgroups.
- 2.6** CompuMission reserves the right to introduce, at any time, internal regulations that may result in changes in the acceptable use of the CompuMission network. All these regulations will be available on the CompuMission web page; www.compumission.co.za/ www.patat.co.za and will be deemed to be binding on clients seven (7) days after publication on the web page, and notice to the clients via their email, and/or sms.

3. Customer premises equipment (herein further referred to as CPE which means the Receiver and other distributing equipment where applicable)

- 3.1** All equipment, installed by CompuMission at a CLIENT'S premises, whose purpose it is to support all primary access equipment shall, at installation, and after payment thereof, become the sole property of the CLIENT.
- 3.2** All installations, including modifications necessary to client computer hardware, are undertaken solely at the risk of the CLIENT.
- 3.3** Where the CPE is installed on or at a premises which is leased or otherwise not owned by the CLIENT then the CLIENT undertakes to obtain the necessary permission from the relevant landlord and warrants that the landlord will be informed in writing that the CPE is the property of the CLIENT and not that of the CompuMission. The CLIENT indemnifies CompuMission in full in respect of any loss or damage occasioned by a failure to observe the provisions of this clause. The CLIENT is also not exempt from this contract, but in the case where a rental agreement is in place on a property, CompuMission will negotiate the term of the contract on provision of proof of tenancy period.
- 3.4** The CLIENT undertakes to maintain all the equipment that CompuMission installs at CLIENT'S premises, in as much as taking all normal precautions to be taken when using electronic equipment, installing additional unrelated equipment and while making any structural adjustments to the building which may affect the equipment.
- 3.5** Should the client make any structural changes to the building, or mount other equipment close to or on any mounting erected by CompuMission to house/hold the CPE, and this results in disconnection, a reconnection fee may be charged by CompuMission as well as any replacement equipment, labour and travel costs.
- 3.6** CompuMission will assume responsibility for such maintenance of primary access equipment installed as is attributable to normal wear and tear or where damage to the equipment does not result from misuse or negligence on the part of the CLIENT. This is however subject to warranty on the equipment and also affected by whether the client requires an interim connection while the equipment is returned for assessment, or if the CLIENT prefers to receive a response from our suppliers regarding the replacement of the equipment.
- 3.7** Any other damage to the equipment including, lightning, corrosion, equipment failure, malfunction, any other act of God or as a result of the theft of equipment, will be repaired or replaced by CompuMission at a cost to the client.
- 3.8** The CLIENT understands and accepts that should a temporary connection be installed and the faulty equipment is found to be as a result of an incident outside of the causes specified in 3.7 above, the client will be duly invoiced for the cost of the repair including labour and travel.
- 3.9** Reasonable access will need to be provided by the CLIENT to CompuMission personnel for repairs, maintenance and replacement in this event.
- 3.10** CompuMission is the only entity authorized to provide any technical maintenance on the equipment installed at the CLIENT'S premises. Modification or re-configuration by any other entity, without the written consent of CompuMission, is strictly prohibited and CompuMission reserves its right to proceed for recovery of damages where there is unauthorized modification or re-configuration. This is to be accepted in conjunction with clause 1.4 above.

Initials:

3.11 CompuMission strictly reserves its rights in respect of any intellectual property rights inhering in client premises equipment.

4. Interruption of service

- 4.1 CompuMission undertakes to inform, where possible, the CLIENT in advance of any lengthy scheduled maintenance that may interrupt the service for more than a few minutes. Notification will be done by e-mail or sms to the local client technical contact.
- 4.2 CompuMission will use its best endeavours to contact the technical contact person of all qualifying subscribers after detection of an unplanned or emergency interruption in service. Telephonic notifications (sms's) will only be made to client technical personnel within the borders of South Africa. Email is ill-advised if it is dependent on this connectivity unless the client can specify an alternative email which delivers also to another internet enabled device with alternative connectivity options.
- 4.3 CompuMission will undertake all reasonable measures to facilitate minimum downtime of the service provided to the CLIENT, and maintain a competent support staff to service the CLIENT.
- 4.4 The CLIENT irrevocably accepts all consequences of their own activities over the CompuMission network and through use of the services. The CLIENT indemnifies and holds harmless CompuMission, its officers, employees, subsidiaries, affiliates & contractors against all liabilities, claims, costs and expenses of whatsoever nature arising directly or indirectly from interruption of the service for whatever reason.

5. Term of agreement and termination

- 5.1 Subject to the below, the service will continue for a period of **months** from the date on which the provision of the service to the client commences. This is referred to as "the initial period". This initial period includes any days pro-rata before the first full calendar month should the installation have been done during any day in the month. Therefore if a pro-rata period exists, the first period will actually cover both these pro-rata days, being the 12 calendar months plus those pro-rata days.
- 5.2 After the expiry of the initial period the service will automatically renew for a further **month** period ("the first further period") unless the CLIENT gives one calendar months' notice in writing to CompuMission prior to the end of the initial period. Failing which, the contract will automatically continue into "the first further period."
- 5.3 The first further period will continue automatically for a period of **months** from the 1st of the month immediately following the initial period. This is referred to as "the second further period". The same cancellation terms apply as for the first further period. Thereafter the contract will continue to automatically renew in the same way as the first two further periods.
- 5.4 Should the CLIENT'S package be amended, or the legal entity on the client side changes, or any of the terms are renegotiated, the contract would need either to be voided and re-signed or amended with due signature. All amendment requests or recommendations should be done in writing and only considered effective once agreed to by both parties.
- 5.5 If the CLIENT cancels before the expiry of the contract, during any of the periods, the CLIENT will be liable for the remaining months of the period in which the cancellation falls, for the costs of the bandwidth as per the contract and its associated amendments, even though services will be suspended at the end of the notice period.
- 5.6 The CLIENT has the option to cancel the contract with the full upfront payment of 25% of their monthly bandwidth costs for the remainder of the period if they are in the last 6 months of their contract. Should this payment be made to CompuMission, the client will be released from their contract immediately after the funds are cleared in CompuMission's bank account.
- 5.7 CompuMission shall be entitled, without prejudice to any of its legal rights, to suspend CLIENT'S access to the services with immediate effect and cancel this agreement, in the event that CLIENT is in breach of any provision in this agreement, and has failed to rectify such breach within five (5) days of receipt of written notice to do so. Such notice will be sent via the email provided in this contract.
- 5.8 If the CLIENT cancels the contract within the (initial) period and if, for whatever reason, the CLIENT did not pay any installation costs, the CLIENT will pay CompuMission the amount of R3000.00, being the cost of the equipment and the installation thereof.

6. Payment

- 6.1 Payment in respect of the service is to be made by debit order monthly on the 1st day of the month in advance. A debit order authorization forms part of this agreement. Payment of the invoiced amount must be paid without set-off or deduction of any amount for whatever reason. Should the client have any queries, such queries should reach this office within 3 days from the invoice date. Failing which the invoice will be deemed as accepted as is.
- 6.2 Payment of 100% in respect of installation costs must be received prior to the commencement of the physical installation.
- 6.3 Payment of 100% in respect of the cost of the first month's bandwidth must be received prior to the commencement of the physical installation.
- 6.4 In the event of the failure and/or cancellation of the debit order without notification or other failure to make timeous payment:
 - 6.4.1 CompuMission reserves the right to change the priority of access to the CompuMission network if failure in payment is not rectified on or before the third business day of any month. Should the payment be rectified at this stage, CompuMission will waive interest on the overdue payment and will also waive the reconnection fee of R100;
 - 6.4.2 If payment is still not made within seven (7) days of the commencement of the month then CompuMission reserves the right to either cancel the contract or to continue suspension. At this stage the client will have already become liable for interest on overdue amounts at a rate of 2% per month and will also be liable for the reconnection fee of R100;
 - 6.4.3 If payment is not made within thirty (30) days of the commencement of the month the service will be terminated and the contract will automatically be cancelled. At this stage the client will have already become liable for interest on overdue amounts at a rate of 2% per month. The client will also be liable for the outstanding bandwidth of the months remaining in the relevant period as per section 5 of this contract.
 - 6.4.4 Should the client wish to be reconnected after this period they will be liable for the full reconnection fee of R200 plus the payment in advance of the bandwidth due for the first month within the reconnected period. Should the package be changed, or the legal entity involved be different, at this stage a new contract will have to be signed. Should no details on the contract change, the contract can be renewed, necessitating only the commencement date to be changed. Should the reconnection require a visit out to site for any reason, the full call-out fee in force at the time will be applicable.

7. Indemnities and disclaimers

- 7.1 Notwithstanding the aforesaid terms, CompuMission will not be liable to the CLIENT or any other person/entity as regards any loss or damage caused by or arising from the interruption and/or unavailability of the service howsoever arising.
- 7.2 Notwithstanding the aforesaid terms, the CLIENT and/or any other person/entity will not have any claim, action or application against CompuMission howsoever arising for direct damages, indirect damages, loss of profits and incidental, special or consequential damages and the CLIENT hereby indemnifies and holds harmless CompuMission, its officers, employees, subsidiaries, affiliates and contractors in respect of such damage or loss.
- 7.3 Notwithstanding the aforesaid terms, CompuMission will not be liable to the CLIENT or any other person/entity for any damage to the equipment occurred from external factors other than normal usage, i.e. lightning, floods, power surges, and etcetera. For this the CLIENT must insure the hardware as installed for the CLIENT'S own account.

8. General Provisions

- 8.1 This document constitutes the sole record of the agreement between the parties.
- 8.2 Other than as set out in this agreement, no party shall be bound by any representation, warranty, promise or the like not recorded herein.
- 8.3 Other than as set out in this agreement, no addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 8.4 No extension of time or indulgence, which either party may grant to the other, shall constitute a waiver of any of the rights of the grantor.
- 8.5 The CLIENT chooses *domicilium citandi et executandi* for the purpose of giving any notice, paying any sum, serving any process or for any other purpose arising from this agreement at the address provided to CompuMission when subscribing to this service and, if relevant, at the address where any equipment has been installed pursuant to a subscription, and agrees that any notice sent in terms of this agreement may be sent via the email indicated hereon.
- 8.6 The CLIENT accepts the jurisdiction of the Magistrate's Court in respect of any action or legal proceedings that may arise directly or indirectly out of this agreement provided that CompuMission may be entitled at its sole discretion to institute proceedings in the High Court and in such event the CLIENT consents to the jurisdiction of such court. The CLIENT further agrees to pay all costs associated with the recovery of amounts due in terms of this agreement, including legal costs on the scale as between attorney and own client, tracing costs and collection commission.
- 8.7 The CLIENT confirms that CompuMission reserves the right to do a credit check prior to issuing the client with a connection.

9. Surety

In the event that the CLIENT is a Company, Close Corporation or a Trust, the person signing this agreement on behalf of such Company, Close Corporation or a Trust, will bind himself/herself as co-debtor and surety, and accept joint and several responsibility for payments and monies that may be due or is due to CompuMission arising out of this agreement.

10. Authority to Sign

In the event that the CLIENT is a Company, Close Corporation or a Trust, the person signing this agreement on behalf of such Company, Close Corporation or a Trust, has authority to sign this agreement and attaches hereto either their power of attorney or company documentation reflecting directorship or other capacity.

Wireless packages pricelist

Bandwidth speed: up to or more than 4,096kbps for download, up to 4,096kbps for upload

Gigs	Fixed Price	Extra usage cost per gig	Gigs	Fixed Price	Extra usage cost per gig
2	R 75.00	R 75.00	15	R 650.00	R 65.00
3	R 150.00	R 75.00	20	R 750.00	R 50.00
4	R 225.00	R 75.00	30	R 900.00	R 45.00
5	R 300.00	R 75.00	40	R 1 050.00	R 35.00
6	R 350.00	R 70.00	50	R 1 200.00	R 30.00
7	R 420.00	R 70.00	60	R 1 350.00	R 30.00
8	R 490.00	R 70.00	80	R 1 500.00	R 25.00
9	R 560.00	R 70.00	100	R 1 750.00	R 25.00
10	R 630.00	R 70.00	120	R 2 000.00	R 20.00

Uncapped packages

Bandwidth speed		Fixed Price		Bandwidth speed		Fixed Price	
Download		Upload		Download		Upload	
1024 kbps	1024 kbps	R 199.00		5120kpbs	5120kpbs	R 1 499.00	
2048kbps	2048kbps	R 299.00		6144kbps	6144kbps	R 1 699.00	
3072kbps	3072kbps	R 499.00		8,192kbps	8,192kbps	R 1 999 .00	
4096kbps	4096kbps	R 999.00		10,240kpbs	10,240kpbs	R 2 499.00	

I agree and acknowledge that I have read and understood the above contractual conditions. I understand that if the service is terminated outside of the stipulated notice periods I will be liable for the balance of the payments to be made under this agreement until the term of the agreement has been completed.

If the equipment is to be installed on leased premises I confirm that I have obtained the required permission form the landlord for the installation. I acknowledge that I have read and understood this agreement.

*Where I sign here on behalf of a Company, Close Corporation or a Trust, and is applicable that I bind myself as surety and co-debtor and accept joint and several responsibility for payment of money due by the CLIENT to Compumission,

OR (*delete inapplicable)

Where I sign here on behalf of a Company, Close Corporation or a Trust, I confirm my authority to sign for:

_____ (Company, Close Corporation or Trust name) and attach hereto proof of my authority to do so.

CLIENT: _____ Signature: _____ Date: _____

CompuMission: _____ Signature: _____ Date: _____

***DEBIT ORDER AUTHORISATION**

See attached

Initials: