

## PRODUCT SPECIFIC TERMS – HUGE FIBRE TO THE BUSINESS

This document is concluded under the terms of the Master Services Agreement between HUGE TNS and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

Unless the Customer has entered into a reseller agreement with HUGE, resale of the Service is not permitted.

### 1. Interpretation

Broadband terminology not specifically defined herein shall have the meaning assigned thereto in the ISPA Guidelines and Recommendations on Broadband Terminology.

- 1.1. **Commencement Date:** The date that the Link is installed, as more fully set out in clause 6 below.
- 1.2. **Fibre Service:** The service delivered by HUGE over the Link, as more fully set out in the Service Description clause below, the HUGE MSA and the Customer Order.
- 1.3. **Installation Period:** The period during which the installation of the Link is taking place, starting on the date this agreement becomes binding on HUGE and the Customer, and ending on the Commencement Date.
- 1.4. **IP Network:** The Internet Protocol network owned and/or under the control of HUGE.
- 1.5. **Link:** The fibre optic circuit terminating at the one end at a Network Interface Device at the Customer's premises indicated on the Customer Order and at the other end at the Network-to-Network Interface between HUGE and the Network Operator. Links are classified according to the traits of the premises where the access circuit is installed / to be installed, as follows:
  - 1.5.1. **In Coverage (On-Net)**
    - a. **In-Precinct:** a building, group of buildings or a limited geographic area where Lit Fibre is available.
    - b. **Special Precinct:** Where a building is in an area designated as In-Precinct but there are circumstances beyond the control of HUGE that increases the cost of the Fibre Service such that HUGE cannot provide the Fibre Service on its standard pricing.
    - c. **Out-of-Precinct:** Where the premises have optical fibre, but it is not Lit Fibre.
  - 1.5.2. **Not-Feasible:** Where it is neither technically nor commercially feasible to deploy fibre services at standard rates or at all.
  - 1.5.3. **Off-Net:** Where the premises falls outside of a coverage area.
- 1.6. **Lit Fibre:** Fibre operated by a Network Operator contracted to HUGE and that is connected to functioning fibre network equipment such that HUGE can provide the Fibre Service.
- 1.7. **Network Operator:** An entity holding an electronic communications network services license issued to it by the Independent Communications Authority of South Africa, from whom HUGE leases a Link to deliver the Fibre Service to the Customer.
- 1.8. **Network Interface Device:** is a device that serves as the demarcation point between the Link and the Customer's premises wiring.
- 1.9. **Contention/Subscription ratio:** Contention or Subscription ratio's is the planning rules for shared access links or Network capacity. Basically, a contention ratio is a ratio of possible demand against total capacity.

### 2. Service Description

- 2.1. **Business Broadband Fibre** is a symmetric, capped or uncapped, contended service which comprises of the provision of access to the Internet at maximum speeds as set out in the Customer Order together with any relevant add-on services as described in the Customer Order. The Service is provided by connecting the Customer to the HUGE IP Network across a Link leased by HUGE from a Network Operator.
  - 2.1.1. Capped – The cap on the data provided to the Customer is a hard cap.
  - 2.1.2. Uncapped – The uncapped version of Business Broadband Fibre is subject to the HUGE Fair Use Policy, unless an add-on has been purchased for the waiver of the Fair Use Policy.
- 2.2. Due to the best effort nature of the Internet, IP throughput rates can only be guaranteed from the Network Interface Device to the point of interconnection between the HUGE IP Network and the Internet.
- 2.3. Technical support should be requested only where the performance of the Link is consistently below the

advertised maximum bandwidth speed divided by the advertised contention ratios.

- 2.4. Web-based speed-tests are not reliable and will not be accepted as conclusive proof of non-performance by HUGE. If a support call is logged with HUGE, HUGE shall use industry accepted tests in a controlled test environment to verify the performance of the Link.
- 2.5. Key service attributes are:
  - 2.5.1. Line speeds within bundles are symmetrical unless stated otherwise on product description.
  - 2.5.2. Static IP allocation are limited to 1 Usable IP's.
  - 2.5.3. Access Link maximum contention – 1:10.
  - 2.5.4. Maximum Network contention - 1:5.
- 2.6. **HUGE Network Fibre for Dedicated Service** is a dedicated last mile solution providing symmetric, uncontended (one-to-one), option where Quality of Service and guaranteed services is required; i.e. Bespoke Voice Solutions, MPLS, Video Conferencing. This service offers several customisable options to suit your unique requirements.
- 2.7. Fibre Services are provided in accordance with the service descriptions and the product rules.
- 2.8. Key service attributes are:
  - 2.8.1. Access Link contention – 1:1.
  - 2.8.2. Network contention – 1:1.
  - 2.8.3. SLA's available.

### 3. Feasibility Studies

- 3.1. All requests for the Fibre Service shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure to provide the Service at a specific location.
- 3.2. Desktop surveys are performed to conduct initial feasibility studies and inform estimated lead times and costs.
- 3.3. Network Operators reserve the right to amend feasibility results during implementation of the Service when circumstances arise that was not foreseeable with desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to previously unknown factors.
- 3.4. When a Network Operator amends a feasibility result, it may lead to increased installation times, and may also lead to a re-classification of the premises. For example, an In-Precinct building may be amended to a Special Precinct.
- 3.5. In the event of changes to the feasibility results leading to changes in pricing or installation times, the Parties shall co-operate in good faith to conclude amended terms and conditions that consider such changes that are necessitated through changed circumstances.

### 4. Installation of Link

- 4.1. Estimated lead times are determined by network coverage, network availability and the specific scope of work.
- 4.2. The duration to install a Link is subject to many factors which are outside the control of HUGE or the Network Operators. These include, but are not limited to obtaining approvals from municipalities, roads agencies, utilities providers, other network operators, private landowners and landlords. Construction work may be affected by inclement weather conditions.
- 4.3. Installation times are therefore only estimates. HUGE shall do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of a Link. Should the Customer terminate the HUGE MSA and/or Customer Order before a Link is installed, the Customer shall be obliged to pay to HUGE a termination fee as set out in the termination clause below.
- 4.4. The Customer shall be responsible for making available, at no cost to HUGE, accommodation, power, space, including mast space, ducting and other facilities for the purposes of housing the transmission equipment of the Network Operator required for the provision of the Services to the Customer. The Customer shall ensure that the premises for which the request has been made are accessible at any reasonable time as may be required by HUGE to fulfil its obligations in terms hereof.
- 4.5. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services.

- 4.6. In case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. Any costs associated to utilize the telco entrance / meet-me-room shall be for the Customer's account.
- 4.7. HUGE has the right to replace all a Link provided by a Network Operator with a link provided by any other Network Operator or provided by itself, provided that the replacement Link shall not have lesser specifications than the Link that is being replaced.

## 5. Activation of Service

- 5.1. Within seventy two (72) hours of completing the installation for the applicable Link, HUGE will conduct acceptance tests on the Fibre Service. Upon successful testing being concluded, a Service Handover Form ("SHF") shall be provided to the Customer. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.
- 5.2. Should the Customer detect a fault on the Fibre Service during these acceptance tests, the Customer shall notify HUGE of such fault in writing. The Customer may only reject a Service on the basis that the advertised technical specifications of the Service has not been met. If the Customer notifies HUGE of its non-acceptance, further tests of the Service shall be conducted until the Service meets the advertised technical standards.

## 6. Duration and commencement

These Product Specific Terms shall endure for the period indicated on the Customer Order, calculated from the Commencement Date, where after it shall continue in accordance with the HUGE MSA.

## 7. Support

- 7.1. Support for technical and billing issues must be logged telephonically, by email or in the online customer portal – Technical Issues: [services@hugenetworks.co.za](mailto:services@hugenetworks.co.za) Billing Issues: [debtors@hugenetworks.co.za](mailto:debtors@hugenetworks.co.za)
- 7.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times.
- 7.3. The Customer will provide HUGE with accurate and up to date information when Customer contacts HUGE to report a suspected fault and is asked a standard set of structured questions. HUGE shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

## 8. Relocation

- 8.1. The portion of the Fibre Service that is comprised of the provision of the Link is provided to the specific address with a Link leased by HUGE from a Network Operator.
- 8.2. Each Link has its own unique build cost (which is not related to the installation fee charged by HUGE) and accordingly should the Customer wish to move premises during the contract term of a Fibre Service, there will be associated costs recoverable from the Customer as follows:
- 8.3. If the new premises are at an address that falls within the definition of:
  - In-Coverage**
    - A replacement contract must be signed for at least
      - a) the same term
      - b) the same value
    - Relocation fees for the new Link will be payable by Customer.
  - Not-Feasible**
    - Value of the balance of contract reckoned from the Commencement Date will be payable.
- 8.4. To ensure minimum disruption to Service to the Customer, Customer must give HUGE at least six months' notice

of its intention to move premises, together with full details of the new premises.

- 8.5. All requests for the Fibre Service at new premises shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure in order to provide the Service at a specific location.
- 8.6. If, after a feasibility study has been conducted it is evident that:
  - 8.6.1. It is not feasible to provide an alternative Link to the new premises; or
  - 8.6.2. A new link will in all likelihood not be installed by the time that the Customer moves into the new premises; then
- 8.7. HUGE shall suggest an alternative service to be provided to the Customer as a replacement service and the customer shall be obliged to procure from HUGE such replacement service as best meets the Customer's technical requirements.
- 8.8. Services provided on new Links or as a replacement to the Fibre Service shall be on a new contract term and shall not continue for the duration of the term of the Fibre Service associated to an existing address, unless HUGE agrees otherwise in writing.
- 8.9. In the event that it is not possible to provide the Customer with an alternative Link or an alternative Service at the new premises, it shall be regarded with as an early termination of agreement and dealt with in accordance with the termination provisions below.

## 9. Termination

- 9.1. Customer shall provide HUGE with at least three calendar months' notice that it intends to terminate the Fibre Service (in whole or in part).
- 9.2. In the case of early termination of a Service (or part of a Service) any time from acceptance of a Customer Order by HUGE to the expiry of the Service Term, Initial Service Term or any renewal term, levy an early termination charge upon the Customer (which the Customer hereby acknowledges to be reasonable and a genuine pre-estimate of HUGE's loss) equal to: (i) 50% (fifty percent) of the remaining Rental Charges or Monthly Fees (not including any part relating to payment for local access circuits) payable by Customer for the unexpired portion of the Service Term, Initial Service Term or any renewal term; and (ii) any termination charges or other costs or expenses incurred by HUGE for the cancellation of the local access circuits or related services or equipment provided to HUGE in connection with the Service.

## 10. Bundled Services

- 10.1. Bundled services may be subject to separate Product Specific Terms. In such event, the terms of such bundled services must as far as reasonably possible be read to be in harmony with These Product Specific Terms. Should there however be an irreconcilable conflict, the terms of each service shall apply without modification to the relevant affected service.
- 10.2. Bundle prices are fixed and are not subject to any reduction if the value-added services are not activated/used.

Use of the Service is subject to HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>