



This **MASTER RESELLER AGREEMENT** between

_____ (the "Reseller") and **HUGE TNS (PTY) LTD** ("HUGE") is intended to facilitate the conclusion of individual contracts in the form of Customer Order Forms (as defined below) between HUGE and the Reseller. Together the Service Order(s) delivered and accepted in accordance with this Master Reseller Agreement establishes the terms and conditions under which HUGE shall provide the Services to the Reseller.

<p>HUGE:</p> <p>HUGE TNS (PTY) LTD</p> <p>PHYSICAL OFFICE ADDRESS: 5 MELLIS ROAD RIVONIA, SANDTON</p> <p>REGISTERED NO: 1993/003902/07</p> <p>ADDRESS FOR NOTICES:</p> <p>AS ABOVE, FOR THE ATTENTION THE CHIEF EXECUTIVE OFFICER</p>	<p>RESELLER:</p> <p>_____</p> <p>PHYSICAL OFFICE ADDRESS: _____ _____ _____</p> <p>REGISTERED NO: _____</p> <p>ADDRESS FOR NOTICES: _____ _____ _____</p>
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INTRODUCTION:

Reseller designs, markets and sells telecommunication and Internet services to its Customers, and has sufficient experience and resources to promote, sell and support HUGE Services and is desirous to be appointed by HUGE as a reseller of certain HUGE services.

HUGE is a leading provider of telecommunication and Internet services and is desirous of having its services marketed and resold by Reseller to its Customers.

HUGE and Reseller have agreed to the following terms and provisions on which Reseller is appointed as a reseller of HUGE services.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agreement**" this agreement together with any Schedules hereto, and "Master Reseller Agreement" means the Agreement together with Customer Order Forms;

"**Business Day**" any day which is not a Saturday, Sunday or public holiday in the Territory;

"**Charges**" as defined in the General Terms and Conditions;

"**Completion of Connection**" shall be the date that a Customer is first able to send and receive data through the means of a specific Service;

"**Confidential Information**" all information (in whatever format) which: (i) relates to the

Agreement or any of the Customer Order Forms (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, knowhow and personnel of either Party, and which may reasonably be regarded as the confidential information of the disclosing Party;

"**Customer**" when capitalised shall mean a third party who enters into a contract with Reseller for the receipt of Services for its own use, and when not capitalised shall refer to customers of HUGE;

"**Customer Order Form**" any request to purchase, upgrade, downgrade or renew any of the Services, completed and signed by Reseller on the prescribed documentation provided by HUGE and accepted by HUGE as contemplated by Clause 5;

"**Effective Date**" shall be a date as set out in each Customer Order Form, or where no such date is indicated, the date on Completion of Connection;

"**Force Majeure**" any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including (to the extent they are beyond that Party's reasonable control) but not limited to insurrection or civil disorder, war or military operations, national or local emergency, acts of terrorism, acts or omissions of government agencies or of other telecommunications service providers, industrial disputes of any kind, fire, flood, lightning, explosion, or acts or omissions of persons beyond the reasonable control of the affected Party;

"**General Terms and Conditions**" the HUGE terms and conditions applicable to Services delivered to Customers (as set out in Schedule 2) as well as the terms set out in Customer Order Forms

"**HUGE Portal**" any HUGE approved extranet or web based system (or combination thereof) pursuant to which Reseller its respective authorised employees, agents and representatives may access copies of current Customer Order Forms, Service Documentation and Service Literature relating to the eligible Services and access the applicable Price Lists associated with the eligible Services or where measurement data (realtime or historical) in connection with the Services can be accessed;

"**Pass Through Terms**" means such General Terms and Conditions that sets out HUGE's rights and customer obligations relating to the maintenance of the Services and use by Customers of the Services which Reseller needs to incorporate into its agreements with its Customers so as to make its Customers aware of such HUGE rights and Customer obligations;

"**Price List**" Prices made available by HUGE by way of pricing tool or quotation, as current from time to time;

"**Reseller Data**" any data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Reseller and/or Customers, and their respective employees and/or authorised users of the Services, and other data provided to or obtained by HUGE and agents in connection with this Agreement;

"**Service Documentation**" any available service description or any other technical or operational information describing the scope of the Services as from time to time;

"**Service Literature**" any promotional brochure, user guide, information leaflet or other marketing material in connection with the Services provided by HUGE to Reseller from time to time;

"**Service(s)**" means the specific telecommunications or Internet service provided by HUGE to the Reseller, as described in a Customer Order Form and as may be further described in associated Service Documentation;

"**Support**" The first line and other support obligations set out in Schedule 1 which, pursuant to Clause 3.2.4 Reseller shall assume in respect of the Services being provided to the Customers;

“**Territory**” means the Republic of South Africa;

“**Training Documentation**” the training documentation provided by HUGE to Reseller from time to time, as and when available;

“**User ID**” any username, password or other personal details used for the authentication of an individual, used in connection with the HUGE Portal.

- 1.2. References to Clauses and Schedules are references to Clauses and Schedules of this Agreement.
- 1.3. Any reference to a "day" is a reference to a calendar day unless otherwise expressly stated herein.
- 1.4. In the event of any conflict between the terms of a Service Order, a Schedule and the terms of this Agreement without its Schedules, the conflict shall be resolved by applying the following order of preference:
 - 1.4.1. a Customer Order Form shall prevail over any Schedule and the terms of this Agreement; and
 - 1.4.2. a Schedule shall prevail over the Agreement.

2. APPOINTMENT

HUGE hereby appoints Reseller, on and subject to the terms of this Agreement, as its nonexclusive reseller to market and resell Services to Customers in the Territory.

3. RESELLER'S RESPONSIBILITIES

- 3.1. Reseller certifies that the Services will be marketed and resold directly to Customers in accordance with this Agreement.
- 3.2. Reseller shall use its best endeavours to market and resell the Services as widely as possible. In
- 3.3. the performance of such obligations Reseller:
 - 3.3.1. may identify to its prospective Customers that the Services are to be provided by HUGE as a supplier of Reseller;
 - 3.3.2. may use HUGE branding only with prior written consent and in accordance with clause 8;
 - 3.3.3. shall cultivate and maintain good relations with Customers and prospective Customers in accordance with all reasonable skill and care of a competent reseller of telecommunication and Internet services;
 - 3.3.4. shall provide on-going support to, and maintain regular contact with, Customers for the purpose of encouraging their continual and increased use of the Services;
 - 3.3.5. devote no lesser efforts to the marketing and selling of the Services than it does to selling other vendor's services; and
- 3.4. Reseller shall at all times during the term of this Agreement and in the performance of its obligations hereunder conform and adhere to first class industry and professional standards and use all reasonable skill and care of a professional provider of telecommunication and Internet services. In particular, but without prejudice to the generality of the above, Reseller shall:

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- 3.4.1. when selling Services, provide its prospective Customers with complete and detailed information about the Services and refrain from making or giving any promises, warranties, guarantees or representations, whether express or implied, concerning the Services except such as are consistent with any documentation supplied by HUGE to Reseller under this Agreement;
 - 3.4.2. ensure that it and its sales staff take all reasonable measures to ensure that the Service sold to the Customer is “fit-for-purpose” taking into account the Customers requirements; and
 - 3.4.3. ensure that it possesses all necessary skills, experience and qualifications to perform its duties in a professional manner.
- 3.5. Reseller shall inform HUGE promptly of any changes in its organisation or methods of doing business that might affect the performance of Reseller’s obligations hereunder.
 - 3.6. Reseller shall send such of its personnel, at such times as HUGE considers reasonably necessary, on training sessions conducted by HUGE or such other nominee as may be notified by HUGE to Reseller from time to time, in order for Reseller to remain fully aware of the most current HUGE standards.

4. HUGE'S RESPONSIBILITIES

- 4.1. HUGE shall at all times during the term of this Agreement and in the performance of its obligations hereunder conform and adhere to first class industry and professional standards and use all reasonable skill and care of a professional provider of telecommunication and Internet services. In particular, but without prejudice to the generality of the above, HUGE shall ensure that it possesses all necessary skills, experience and qualifications to perform its duties in a professional manner.
- 4.2. HUGE shall use reasonable endeavours to ensure that each Service will conform to any service descriptions and/or service levels as set out, or referred to, in the applicable Service Order and/or any applicable ancillary service level agreement.
- 4.3. HUGE shall designate and maintain an account manager for Reseller who will liaise closely with Reseller and act as primary interface for Reseller with HUGE.
- 4.4. HUGE shall:
 - 4.4.1. supply Reseller with such Service Literature as Reseller may from time to time reasonably require for the purpose of complying with its obligations under this Agreement;
 - 4.4.2. supply Reseller with Training Documentation from time to time;
 - 4.4.3. inform Reseller about new developments and modifications to the Services.

5. ELIGIBLE SERVICES AND SERVICE ORDERING

- 5.1. The Services that are eligible for purchase and resale by Reseller under this Agreement are detailed in the Customer Order Forms and associated Service Documentation.
- 5.2. If Reseller wants to order a Service, it shall complete, sign and submit a Customer Order Form

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in the approved form to HUGE and each Customer Order Form shall be binding on both Parties after a Customer Order Form is accepted by HUGE.

- 5.3. Reseller acknowledges and agrees that there shall be no obligation on HUGE whatsoever to accept any Customer Order Form under this Agreement, however HUGE endeavours to honour all correctly submitted Customer Order Forms and where rejected will advise Reseller of reasons immediately.
- 5.4. Reseller acknowledges and agrees that all Services ordered under this Agreement shall be further subject to the Pass Through Terms and any and all Service specific terms and conditions that may be set out in the Customer Order Forms or associated Service Documentation, and the Reseller agrees to ensure that the Customers comply with the Pass Through Terms in respect of each Service.

6. PRICES, DISCOUNTS AND PAYMENT

- 6.1. The Charges (which will include the discounts) shall be set out in the relevant Customer Order Form(s). All Charges are billed in accordance with the General Terms and Conditions stated exclusive of VAT and any similar tax or duty, which, if applicable, shall be payable by Reseller and invoiced by HUGE at the then prevailing rate.
- 6.2. Prior to the provision of the Service, HUGE shall conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to the Customer and upon successful completion of such tests, HUGE shall use reasonable endeavours to deliver a Completion of Connection Notification to the Customer. Web-based speed-tests are not reliable and will not be accepted as conclusive proof of non-performance by HUGE.
- 6.3. Following the relevant Completion of Connection or Effective Date of each Service, HUGE shall invoice Reseller for the Charges, on either a monthly, quarterly or annual basis as applicable for the relevant Service. Reseller shall pay such invoice within seven (7) days from the date of receipt of invoice.
- 6.4. HUGE may elect to submit a single consolidated invoice to Reseller for all Services, but it is under no obligation to do so and the Reseller cannot require it.
- 6.5. HUGE shall deliver equipment directly to the Reseller and the Reseller shall be responsible for distribution and installation of the equipment to its Customers, unless specifically agreed to the contrary in writing, in which event HUGE shall provide onsite installation on behalf of the Reseller on a time and materials basis.
- 6.6. HUGE warrants that the pricing provided to the Reseller in terms of this Agreement shall at all times throughout the duration of this Agreement, be no higher than the HUGE pricing offered to other of its customers where such other customers are purchasing the same services for the same duration or less and same volumes or less as the services purchased by the Reseller herein (hereinafter "Preferential Pricing"). In the event that Preferential Pricing is offered by HUGE to other of its customers, then pricing under this Agreement shall immediately be revised such that it is the same as or lower than the Preferential Pricing, and the revised pricing for the Reseller shall be effective from the date that the Preferential Pricing was first offered to one or more of the other customers.

7. PRICE REVIEW

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HUGE shall review its pricing on an ad-hoc basis and shall give the Reseller sufficient notice of its intention to do so. Once the parties have agreed on the reviewed pricing, the pricing shall be implemented 30 (thirty) days after the agreed upon date.

8. TRADE NAMES, TRADE MARKS, SERVICE MARKS

- 8.1. HUGE grants to Reseller a personal, non-exclusive licence to use such HUGE trade names, trademarks or service marks as may be specified by HUGE in writing from time to time (the "Trade Marks"), such non-exclusive licence to terminate automatically on the termination of this Agreement.
- 8.2. Reseller shall only use such Trade Marks:
 - 8.2.1. for the purpose of performing its obligations under this Agreement;
 - 8.2.2. in the forms stipulated by HUGE; and
 - 8.2.3. strictly in accordance with HUGE' directions for the use of such Trade Marks.
- 8.3. Reseller acknowledges that its use of the Trade Marks does not create for itself any rights in such marks and if any such rights have been or should be created Reseller undertakes to assign, and do all things reasonably necessary to assign, such rights to HUGE at the request of HUGE.
- 8.4. Reseller shall submit details of all proposed use of the Trade Marks to HUGE for prior written approval.
- 8.5. If Reseller wishes to use its own or other trade names, trademarks or service marks for the purpose of promoting and marketing the Services, it shall ensure that any such name or mark is kept entirely separate from the Trade Marks and that no composite mark is created.
- 8.6. Reseller recognises HUGES' proprietary rights in the Trade Marks and undertakes not to do any act, either alone or jointly with others, which may jeopardise or in any way infringe HUGE' title to such Trade Marks or which might invalidate any registration of the same.
- 8.7. Reseller shall promptly give HUGE written notice should Reseller become aware of any use or proposed use by any other person, firm or company of a trade name, trade mark or service mark or other promotional advertisement which might infringe the Trade Marks.
- 8.8. HUGE shall be entitled to take whatever steps it considers necessary in the case of an infringement or alleged infringement and Reseller will assist HUGE to the extent that HUGE may reasonably require (but at the cost of HUGE) to protect HUGE' rights in the Trade Marks and contest any infringement.
- 8.9. In event of infringement of Clauses 8.2 to 8.7 by Reseller, HUGE is entitled to revoke Reseller's license if Reseller does not prove to HUGE' satisfaction remedy of the infringement within seven (7) days after receipt of a written notice giving particulars of the infringement from HUGE;
- 8.10. This clause 8 shall be applied mutatis mutandis where HUGE intends to utilise the trade name, trade mark or service marks of the Reseller.

9. CUSTOMER RELATIONSHIP AND INDEMNITIES

- 9.1. Reseller acknowledges that, with respect to all Services sold under this Master Reseller Agreement and then provided on to Customers, HUGE solely acts as supplier of Reseller and shall not have any contractual relationship with Customers.
- 9.2. Reseller sells the Services in its own name and on its own account, Reseller undertakes that it is not authorised to enter into any contract for the Services on behalf of HUGE and shall not hold itself out or otherwise represent itself as being so authorised.
- 9.3. The Parties indemnify each other in full in respect of any and all liabilities (including all damages, costs, losses and expenses arising directly out of or in connection with such liabilities):
 - 9.3.1. arising out of or in connection with any negligence on the part of the defaulting party in the performance of its duties under this Agreement;
 - 9.3.2. arising out of or in connection with the non-compliance by defaulting party with any statutes, laws, regulations or regulatory requirements, unless noncompliances resulted directly from the actions and / or omissions of the other party; and without prejudice to the above, and notwithstanding any remedy that each party may have pursuant to Clause 9, any claim made by any Customer arising directly or indirectly out of or in connection with Services provided pursuant to this Agreement.

10. REMEDIES AND LIMITATIONS

- 10.1. HUGE's entire liability and Reseller's remedies are set out in this Agreement. These remedies are Reseller's exclusive remedies and are in lieu of any other remedy at law or in equity. Except as expressly set out in this Agreement, all warranties, representations or agreements, whether oral or in writing and whether express or implied, are excluded to the extent permitted by law.
- 10.2. Subject to Clause 10.4, the liability of HUGE to Reseller arising by reason of or in connection with the Master Reseller Agreement shall be limited to:
 - 10.2.1. for any one incident or series of events arising from a single incident – six months Charges paid by the Reseller to HUGE in respect of the Service(s) that were impacted by such event or series of events;
 - 10.2.2. notwithstanding sub-Clause 10.2.1, a maximum of twelve months of Charges paid by the Reseller to HUGE; and
 - 10.2.3. in the event of incorrect billing subsequent to a Service being terminated – six months Charges paid by the Reseller to HUGE in respect of the Service(s) that were impacted by such event.
- 10.3. Subject to Clause 10.4, neither Party shall be liable to the other arising out of any cause of action for any indirect or consequential loss or damage or for any loss of revenue, profit, anticipated savings or business whatsoever.
- 10.4. Nothing in this Agreement shall serve to limit either parties' liability in respect of death or personal injury caused by HUGE's negligence.
- 10.5. Should any limitation or provision contained in this Clause 10 be held to be invalid under any applicable statute or rule of law, it shall but only to that extent be deemed omitted.

11. CONFIDENTIAL INFORMATION

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11.1. Subject to Clause 11.2, the Parties shall:

- 11.1.1. use Confidential Information only for the purposes of this Agreement;
- 11.1.2. disclose Confidential Information to a third party (including Customers) only with the prior written consent of the other Party; and
- 11.1.3. ensure that any third party to whom Confidential Information is disclosed under Clause 11.1.2 executes a confidentiality undertaking substantially on the terms of this Clause 11.

11.2. The provisions of Clause 11.1 shall not apply to any Confidential Information which:

- 11.2.1. is in or comes into the public domain other than by default of the receiving Party;
- 11.2.2. is, or has already been, independently generated by the receiving Party;
- 11.2.3. is properly disclosed pursuant to and in accordance with a relevant statutory obligation or court order with the prior written notification to disclosing party.

12. DURATION AND TERMINATION

12.1. The term of this Agreement shall commence on the date of signature of this Agreement and shall continue in force unless and until terminated in accordance with this Agreement.

12.2. Without prejudice to its other rights and remedies under this Agreement, either Party shall be entitled (but not obliged) to terminate this Agreement by notice to the other Party, such notice to take effect immediately in the event of:

- 12.2.1. a material breach of this Agreement, including but not limited to a material breach which has application to all Services provided pursuant to this Agreement, which is capable of remedy but fails to remedy the same within ten (10) Business Days of receipt of written notice giving particulars of the breach and requiring it to be remedied; or
- 12.2.2. the other Party ceases, or threatens to cease, to carry on business or has a receiver or an administrative receiver appointed over its business (or any substantial part of it) or it passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect or if it otherwise becomes subject to an administration order or enters into any voluntary arrangement with its creditors.
- 12.2.3. one Party undertakes or threatens to undertake any conduct which the other Party reasonably believes is capable of bringing it into disrepute and the first mentioned Party fails to remedy the same within ten (10) Business Days of receipt of written notice giving particulars of the breach and requiring it to be remedied.

12.3. HUGE may terminate this Agreement, or specific Service(s) pursuant to its termination rights set out in the General Terms and Conditions.

12.4. Either Party may terminate this Agreement at any time and for any reason upon at least one (1) calendar months' prior written notice to the other Party. In such event Termination of this Agreement will not affect the duration of any Customer Order Form which will remain valid for the remainder of the duration thereof.

13. EFFECTS OF TERMINATION

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- 13.1. Without prejudice to any other rights and remedies either Party may have under this Agreement, upon the termination of this Agreement for any reason (including, without limitation, termination at either Party's discretion in accordance with Clause 12.4):
- 13.1.1. Reseller shall, within thirty (30) days and at its own cost, send to HUGE, or otherwise dispose of in accordance with the directions of HUGE, all Service Documentation and Service Literature then in the possession of Reseller;
 - 13.1.2. Reseller shall cease to promote, market and to resell any Services; and
 - 13.1.3. neither Party shall have any claim against the other for any compensation for loss of goodwill whatsoever.
- 13.2. Without prejudice to any other rights and remedies either Party may have under this Agreement, upon the termination of this Agreement pursuant to Clause 12.2.1 where the material breach in question had application to all of the Services provided under this Agreement or pursuant to Clause 12.2.2 or Clause 17.3 for any reason, all Services shall terminate immediately.
- 13.3. In the event of termination of this Agreement pursuant to Clauses 12.2.1 where the material breach is other than that covered by Clause 13.2, or pursuant to Clauses 12.4, all unaffected Customer Order Forms that are accepted by HUGE prior to the effective date of termination will continue to be in force and remain subject to the terms of this Agreement. If the Agreement is terminated but Services continue to be provided as contemplated by this Clause 13.3, HUGE reserves the right to carry out appropriate credit checks on Reseller and its ability to continue to pay the Charges for the Services and meets its obligations under the General Terms and Conditions, and, if it is deemed necessary by HUGE on reasonable grounds, require Reseller to provide some kind of security for payment (bank guarantee etc.) in a form approved by HUGE for an amount not exceeding the total Charges that HUGE may reasonably expect Reseller to incur in respect of the continuing Services.
- 13.4. The provisions of Clauses 10, 11 and this Clause 13 shall continue in force after termination of this Agreement.

14. ASSIGNMENT

Neither Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or unduly delayed, except that either party shall be entitled to assign or transfer any of its rights or obligations hereunder to any one of its affiliates or in the event of sale or transfer of assets or business of the particular party pursuant to any financing, merger or reorganisation of the particular party.

15. WAIVER

Except as expressly provided herein, failure by either Party at any time to enforce any of the provisions of this Agreement shall neither be construed as a waiver of any rights or remedies hereunder nor affect the validity of this Agreement or any part of it. No waiver shall be effective unless given in writing and no waiver of a breach of this Agreement shall constitute a waiver of any antecedent or subsequent breach.

16. AMENDMENTS

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This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by or on behalf of each Party hereto. For the avoidance of doubt, any amendments shall not affect any Customer Order Form accepted by HUGE prior thereto, unless it concerns any amendment to the Service

17. FORCE MAJEURE

- 17.1. Neither Party hereto shall be liable for any delay or failure to perform its obligations hereunder or other breach of this Agreement to the extent that such delay, failure or breach results from an event of Force Majeure.
- 17.2. Each Party agrees to give notice to the other Party immediately upon becoming aware of any event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of Force Majeure.
- 17.3. If any delay or failure in performance of any part of this Agreement by a Party is attributable to an event of Force Majeure that continues for more than ten (10) days, then the other Party shall be entitled to terminate this Agreement by notice to the other Party, such notice to take effect immediately.

18. SEVERABILITY

- 18.1. The invalidity or enforceability for any reason of any of the provisions set out in this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement.
- 18.2. If further lawful performance of this Agreement or any part of it shall be made impossible by the final judgement or final order of any court of competent jurisdiction, commission or government agency or similar authority having jurisdiction over either Party, the Parties shall use their reasonable endeavours to agree amendments to this Agreement so as to comply with such judgement or order.

19. INDEPENDENT CONTRACTORS

HUGE and Reseller agree that they are independent contractors, and there exists no relationship of joint venture, partnership, franchise or agency between them.

20. NOTICES

- 20.1. Any legal notice required or authorised by this Agreement shall be in writing sent by registered post or facsimile transmission and shall be deemed to have been received 14 (fourteen) days after such posting or 24 (twenty four) business hours after facsimile transmission. Any such notices shall be addressed as follows:
 - 20.1.1. to HUGE: As indicated on the cover page
 - 20.1.2. to Reseller: As indicated on the cover page
- 20.2. Either Party may amend its address and facsimile number specified in Clause 20.1 by notice to the other Party.
- 20.3. Notwithstanding the provisions of this clause, any legal notice that has been sent or transmitted

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and that have been received by the other party shall be deemed to have been delivered in accordance with the terms of this Agreement.

21. THIRD PARTY BENEFICIARIES

Except as otherwise contemplated by this Agreement, nothing herein will create or confer any rights or other benefits in favour of any person other than the Parties.

22. ENTIRE AGREEMENT

Except as expressly stated herein, this Agreement constitutes the entire understanding between the Parties relating to the subject hereof and supersedes all previous agreements, understandings and commitments between the Parties, representations made by either Party, whether oral or written, with respect to the subject hereof. Reseller confirms that, in agreeing to enter into this Agreement, it has not relied on any representation except as set out herein and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement, excluding any fraudulent misrepresentation.

23. DATA PROTECTION

23.1. Reseller acknowledges that HUGE will, by virtue of the performance of its obligations under this Agreement, come into possession of Reseller Data.

23.2. HUGE shall implement appropriate technical and organisational measures to protect Reseller Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing. Reseller acknowledges that, with respect to Reseller Data that is regulated by law or regulation as “personal data / information” where HUGE or its agents come into possession of such Reseller Data, Reseller has a right to access such Reseller Data upon written notice and have any agreed errors in such Reseller Data rectified.

23.3. Reseller acknowledges and agrees that HUGE and its agents, may use, process and/or transfer Reseller Data:

23.3.1. in connection with the provision of Services;

23.3.2. to incorporate Reseller Data into databases controlled by HUGE for the purpose of administration, provisioning, billing and reconciliation, verification of Reseller or Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and Customer analysis and reporting, market and customer use analysis, and

23.4. Reseller hereby consents to the collection and processing of Reseller Data relating to it and further warrants that it has obtained or will obtain all legally required consents and permissions from its Customers for the use, processing and transfer of Reseller Data by HUGE as described in this Clause 23.

24. HUGE PORTAL

24.1. HUGE may, in its complete discretion, make available to Reseller the use of the HUGE Portal from time to time. Access to any such HUGE Portal shall be through an approved User ID or other authentication mechanism provided by HUGE to Reseller.

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- 24.2. Reseller acknowledges that the documentation and information that may be directly accessed by Reseller through the HUGE Portal shall be Confidential Information of HUGE and, as such, disclosure and use of such documentation and information shall be governed by the terms of this Agreement relating to Confidential Information.
- 24.3. Reseller shall take all necessary steps to maintain the security and integrity of any and all User IDs used in connection with accessing the HUGE Portal. For the avoidance of doubt, such steps shall include but not be limited to notifying HUGE immediately if a person to whom Reseller has disclosed User IDs leaves the employment of Reseller.
- 24.4. Reseller shall inform HUGE if Reseller has any reason to believe that a User ID used in connection with accessing the HUGE Portal has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 24.5. HUGE reserves the right to suspend User ID access to the HUGE Portal of Reseller if at any time HUGE reasonably considers, after consulting with Reseller whenever practicable, that there has been or is likely to be a breach of security in respect of a User ID. HUGE may issue replacement User IDs, or cease suspension, when HUGE is satisfied that the breach of security or threat of breach of security is resolved.
- 24.6. Reseller understands that HUGE may amend User ID's on a periodic basis for the purpose of preventing unauthorised access to the HUGE Portal and Reseller will appoint an employee to whom HUGE may communicate any such amended IDs.
- 24.7. HUGE may in its sole and absolute discretion terminate the provision of Confidential Information via the HUGE Portal at any time.

25. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and the Parties irrevocably agree to the non-exclusive jurisdiction of the Magistrates courts of South Africa.

EXECUTED as an Agreement in duplicate by duly authorised representatives of the Parties:

HUGE TNS (PTY) LTD:

/s/: _____

Name: _____

Title: _____

Date: _____

RESELLER:

/s/: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 SUPPORT OBLIGATIONS

1. Reseller Support Obligations

- 1.1. Reseller shall provide first line support to its Customers as detailed below (“Support”).
- 1.2. The Support will be provided in a manner acceptable to HUGE with reference to the provision of telecommunication and Internet services and will include (but is not limited to) the following specific activities:
 - 1.2.1. Maintain an active help desk with competent support staff during normal business hours on Business Days;
 - 1.2.2. Liaise with Customers and resolve tickets by Customers that are not strictly related to the provision of HUGE Services;
 - 1.2.3. Maintain an out of hours answering machine;
 - 1.2.4. Provide telephone, fax and e mail support;
 - 1.2.5. Provide advice and assistance in respect of the operation and use of the Service;
 - 1.2.6. When escalating support calls to HUGE, provide identification of the problem area, in particular identification of any network related issues;
 - 1.2.7. Raise trouble tickets with HUGE for incidents that cannot be resolved through first line support;
 - 1.2.8. Be available to liaise with HUGE during trouble shooting by HUGE.
 - 1.2.9. Provide Customers with regular feedback on the status & progress on the trouble tickets; and
 - 1.2.10. Close support calls to its Customers.
- 1.3. The Reseller will provide first line Support in respect of all problems notified by Customers with respect to the Services. It is Reseller’s responsibility to ensure that all such Support issues are pre-identified prior to raising a trouble ticket with HUGE.
- 1.4. In the event that support is required from HUGE for network related problems, Reseller will, when escalating the matter to HUGE, ensure that the following is carried out:
 - 1.4.1 Reseller shall not copy its Customers into correspondence with HUGE at any stage during 2nd level or higher trouble shooting
 - 1.4.2 Provide the HUGE support staff with all Customer details (name, address, contact person);
 - 1.4.3 Liaise with Customer to ensure HUGE is given access to the Customer’s site;
 - 1.4.4 Provide a detailed description of the alleged fault;
 - 1.4.5 Provide a detailed description of actions taken by the Reseller to solve the problem;
 - 1.4.6 Provide any available diagnostic information.
 - 1.4.7 Reseller will also be obliged to ensure the Customer is kept updated during the resolution of the network related problem.

2. HUGE Support Obligations

- 2.1. HUGE will provide second line support to any problems that are strictly and directly connected to the HUGE network. For the purposes of this Schedule 1, HUGE network will include the HUGE owned or outsourced network and also any local access circuits that form part of the Services.

- 2.2. HUGE will not provide any support for any network or equipment not provided by HUGE as part of the Services.
- 2.3. Where direct contact with the Customers is also required, it will be initiated by and provided only at HUGE's sole discretion.
- 2.4. HUGE support is as follows:
 - 2.4.1. HUGE will be responsible for all trouble tickets connected to the HUGE network
 - 2.4.2. 24 x 7 general support for HUGE provided Services
 - 2.4.3. by email and phone and under no circumstances will HUGE respond to any tickets and/or complaints lodged via WhatsApp or WhatsApp groups. Support shall be dealt with in the correct and prescribed forum;
 - 2.4.4. configuration changes where Reseller has no access to the appropriate system.
 - 2.4.5. When receiving a network alarm, HUGE will:
 - 2.4.5.1. communicate with Reseller's support desk or designated Technical Point of Contact;
 - 2.4.5.2. record actions undertaken through trouble tickets; and
 - 2.4.5.3. where necessary and at HUGE' discretion, contact directly the Customer to diagnose and repair outages but liaising with Reseller's technical point of contact at all times through updating of trouble tickets.

SCHEDULE 2
GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. Definitions and Interpretation

1.1. In this Schedule the following terms and phrases shall have the following meaning, unless the context otherwise requires:

“**Call Charges**” shall mean the charges for switched telecommunications services payable in accordance with Clause 3 of this Schedule.

“**Charges**” shall mean Call Charges/Usage Charges and/or Installation Charge/Start Up Charge and/or Rental Charges/Monthly Fees and any other charges or fees payable by the Customer to HUGE in respect of a Service, as set out or referred to in a Customer Order Form and revised from time to time in accordance with clause 3.1 of this Schedule.

“**Customer Equipment**” shall mean hardware, software, systems, cabling and facilities provided by the Customer and used in conjunction with the Service Equipment in order to receive the Service.

“**Customer Site**” shall mean a site or sites specified in a Customer Order Form at which a Service is to be provided.

“**Emergency Works**” mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party; (iii) substantial loss to HUGE or any third party; and such other works as in all the circumstances it is reasonable to execute with those works.

“**Installation Charge**” or “**Start Up Charge**” shall mean the one time charge for installation of a Service (including installation of any Service Equipment) payable in accordance with Clause 3.

“**Internet**” shall mean the international interconnected network of networks using the TCP/IP protocol to exchange data communications.

“**Internet Service**” shall mean a service providing access to the Internet together with any related Service Equipment or support services, and as more particularly described in the relevant Customer Order Form.

“**IP Network**” shall mean the points of presence, network hubs, and host computers owned, operated or used by HUGE in connection with the provision of an Internet Service.

“**Network**” shall mean the Telecommunications Network and the IP Network.

“**Party**” shall mean, in respect of a Service, each of HUGE and the Customer, and “**Parties**” shall be construed accordingly.

“**Rental Charge**” or “**Monthly Fee**” shall mean the monthly rental charge for a Service payable in accordance with Clause 3.

“**Service Equipment**” shall mean the hardware, software, systems, cabling, and facilities provided by HUGE at the Customer Site in order to make available the Service to the Customer. Service Equipment shall not include the Network or any hardware or software which is the subject of a separate supply contract between HUGE and the Customer.

“**Service Term**”, in relation to a Service, shall mean the total period for which the Service is provided pursuant to a Customer Order Form. The “**Initial Service Term**” shall mean the (initial) service term from the Service Activation Date or Acceptance Date as stated on the Customer Order Form or, if not stated, one year from the Service Activation Date or Acceptance Date.

“**Telecommunications Network**” shall mean the telecommunication system(s) that are owned,

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operated or used by HUGE from time to time.

“Usage Charges” shall mean the usage-based charges for Internet Services payable in accordance with Clause 3.

2. Service

- 2.1. Without releasing it from any of its obligations, HUGE shall be entitled at any time, and without notice, to use subcontractors to perform some or all of such obligations.
- 2.2. HUGE reserves the right from time to time to change the configuration of the Network or the Service Equipment, or to change any applicable access code for receipt of a Service, provided always that such change does not materially affect the relevant Service. HUGE shall use reasonable endeavours to give the Customer a minimum of 1 calendar months' notice of any such changes to access codes.
- 2.3. Reseller acknowledges that the logical and physical security measures in relation to the Services is the sole responsibility of the Customer and/or Reseller. Reseller agrees that HUGE will not be held liable for any losses arising out of security breaches of the Customer Services.
- 2.4. Without limiting the generality of aforesaid, Reseller is aware that SIP accounts are known targets for malicious access and abuse. Reseller and Customer must take all reasonable precautions to protect the SIP Account security from being breached by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Customers' PBX. HUGE will not be held liable for any losses arising out of SIP Accounts that have been compromised.

3. Charges and Payment terms

- 3.1. Subject to the provisions of Clauses 3.2, the Charges shall not be increased during the Initial Service Term.
- 3.2. HUGE shall be entitled to amend Call Charges/Usage Charges and/or Rental Charges/Monthly Fees on thirty (30) Business Days' notice and, in the case of all Charges except Call Charges, such notice shall only take effect on or at any time after the expiry of the relevant Initial Service Term, unless regulatory requirements dictates otherwise.
- 3.3. Call Charges and/or Usage Charges shall accrue from the date on which the Customer commences use of the Service and may be invoiced by HUGE monthly in arrears.
- 3.4. Installation Charges and/or Start Up Charges shall accrue on the relevant Completion of Connection Date and may be invoiced by HUGE on or at any time thereafter.
- 3.5. Rental Charges and/or Monthly Fees for DSL Services shall accrue from the relevant Completion of Connection Date and may be invoiced by HUGE monthly in arrears. Service provided for part of a month will be charged on a pro-rata basis.
- 3.6. Interest shall accrue on any overdue invoice from the due date until payment at the maximum rate prescribed by the National Credit Act for incidental credit.

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- 3.7. The Reseller agrees to comply with any obligation as to minimum usage and/or minimum payment as may be set out in the relevant Customer Order Form, except to any extent that any non-compliance in this respect is the direct result of HUGE'S negligence or breach of this Agreement. The Reseller also agrees to comply with any Initial Service Term commitment. Any breach by the Reseller of its obligations under this clause of this Schedule shall, in addition to constituting a material breach of this Agreement, entitle HUGE to:
- 3.7.1. in the case of a minimum usage or payment commitment, increase to no more than the then prevailing HUGE base rate, the Charges for the relevant Service with effect from the commencement of the period to which the breach relates; or
 - 3.7.2. in the case of early termination of a Service (or part of a Service) any time from acceptance of a Customer Order Form by HUGE to the expiry of the Service Term, Initial Service Term, or any renewal term levy an early termination charge upon the Reseller (which the Reseller hereby acknowledges to be reasonable and a genuine pre-estimate of HUGES' 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 Reseller for the unexpired portion of the Initial Service 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.

4. Service Suspension

- 4.1. HUGE may, at its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, elect to immediately suspend the provision of a Service (or part thereof) if:
- 4.1.1. HUGE has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement pursuant to Clause 5 of this Schedule;
 - 4.1.2. HUGE is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
 - 4.1.3. HUGE needs to carry out Emergency Works to the Network or Service Equipment;
 - 4.1.4. HUGE has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of its acceptable use policy;
 - 4.1.5. HUGE has reasonable grounds to consider that the Reseller will not or is unable to make any payment which is due or is to fall due to HUGE hereunder; or
 - 4.1.6. HUGE has reasonable grounds to consider that the Customer is or has been involved or connected with criminal activity or other activity, which is or may be detrimental to HUGE.
- 4.2. If HUGE exercises its right to suspend the Service (or part thereof) it shall, whenever reasonably practicable, give prior notice of such suspension to the Customer, such notice to state the grounds of such suspension and its expected duration. HUGE shall in such circumstances use all reasonable endeavours to resume the Service as soon as is practicable.
- 4.3. If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of the Customer, the Customer shall pay to HUGE all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.

- 4.4. HUGE shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension, except to the extent that such suspension is solely and directly attributable to the negligence of HUGE.

5. Termination

- 5.1. HUGE may terminate this Agreement (or the relevant Service) immediately by notice if a suspension of a Service pursuant has continued for a period of at least two (2) consecutive months.
- 5.2. If HUGE has reasonable grounds to consider that there has been a violation of its acceptable use policy, HUGE may notify the Reseller and require it to request its Customer to remedy the violation:
 - 5.2.1. in the event of an incident involving a violation of public law or regulation or an imminent threat to the IP Network, immediately; or
 - 5.2.2. in all other cases, within forty-eight (48) hours.
- 5.3. If the Reseller fails to notify HUGE that such a remedy has been effected in accordance with this clause or if HUGE reasonably determines that the violation is continuing or is likely to occur again, HUGE may terminate this Agreement (or relevant Service) immediately upon notice to the Reseller.

6. Customer Obligations

Reseller shall ensure that its Customers are made aware of, and agrees to comply, with the following obligations, which Reseller assumes under this Agreement on behalf of Customer:

- 6.1. The Customer shall grant or shall procure the grant to HUGE of such rights of access to each Customer Site, including any necessary licences, waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. The Customer shall advise HUGE or Reseller in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site, and HUGE or Reseller shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at the Customer Site.
- 6.2. The Customer warrants and undertakes that it shall:
 - 6.2.1. use the Service Equipment only for the purpose of receiving the Service and in accordance with HUGE'S reasonable instructions from time to time and/or any software licence that may be provided with the Service Equipment;
 - 6.2.2. not move, modify, relocate, or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the Network;
 - 6.2.3. not cause the Service Equipment to be repaired or serviced except by an authorised representative of HUGE;
 - 6.2.4. insure and keep insured all Service Equipment installed at each Customer Site against theft and damage;

- 6.2.5. not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with HUGE or its subcontractor;
 - 6.2.6. permit HUGE to inspect, test, maintain and replace the Service Equipment at all reasonable times;
 - 6.2.7. comply with HUGE'S reasonable instructions in relation to the modification of the Customer Equipment to enable the Customer to receive the Service, at its own expense; and
 - 6.2.8. upon termination of a Service, allow HUGE or Reseller access to each Customer Site to remove the Service Equipment. Should any construction or alteration to the Customer Site have occurred to facilitate any Service, HUGE is not obliged to restore the Customer Site to the same physical state as prior to Service delivery.
- 6.3. The Customer shall be liable for any and all damage to Service Equipment or the Network which is caused by (i) the act or omission of the Customer or the Customer's breach of the terms of this Agreement; or (ii) malfunction or failure of any equipment or facility provided by the Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment, nor shall HUGE be liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.
- 6.4. The Customer warrants that it holds and shall continue to hold such licences and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to the Network and Service Equipment.
- 6.5. The Customer warrants and undertakes that it shall in its use of:
- 6.5.1. the Services, comply with any relevant legislative and regulatory provisions and shall not use the Services for any illegal or immoral purpose; and
 - 6.5.2. any Internet Service, comply with the then current version of the HUGE Acceptable Use Policy (the "Policy") which is available on the HUGE website. The Customer shall, prior to commencing its use of the Internet Service, read and understand the Policy. HUGE reserves the right to change the Policy from time to time, effective upon posting of the revised Policy at the URL or other notice to the Customer.
 - 6.5.3. The Customer shall indemnify HUGE in respect of any and all losses, damages, costs or expenses resulting from or arising out of any breach of the warranties set out in this clause and/or any third party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of the Customer which is, or if substantiated would be, a breach of this clause.