**NEOINTERNET
SERVICE SCHEDULE**

1. APPLICABILITY

This Service Schedule is applicable only to the COF for NeoInternet Services, which has been signed by the Customer and Neotel.

2. DEFINITIONS

2.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Agreement.

2.2. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

2.2.1. "**Access Network**" means leased fixed links/circuits or otherwise, which are provided, maintained and operated by any entity licensed to provide such leased fixed links/circuits on behalf of the Customer;

2.2.2. "**After Hours**" is defined as the period from 18h00 to 06h00 on Business Days and on any public holiday officially recognized as such in the Republic of South Africa, and the whole day on Saturdays and Sundays;

2.2.3. "**After Hours Only**" is is an optional addition to the NeoInternet Service dealt with in clause 3.5;

2.2.4. "**CSRS**" means 'Customer Site Requirements Specification' which is a document that specifies the requirements at a site for Neotel to deliver the requested Service;

2.2.5. "**CIR**" or "**Committed Information Rate**" means a specified amount of guaranteed average bandwidth on a frame relay network;

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2.2.6. "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service;

2.2.7. "**Designated POP**" means a designated Internet backbone network point-of-presence (POP) within the meaning of Tata Communications (AS 6453) or Neotel (AS 36937) in a specific region;

2.2.8. "**IP**" means 'Internet Protocol', which means the method or protocol by which data is sent from one computer to another over the Internet;

2.2.9. "**Local Loop**" means the 'last mile' access link that connects the Customer Site to the nearest Neotel PoP;

2.2.10. "**Local Loop Access Circuit**" means the physical link or circuit that connects from the demarcation point of the Customer Site to the edge of the Network;

2.2.11. "**Latency**" means the average time required for round-trip packet transfers between two adjacent Designated POPs on the selected portions of the Neotel Backbone Network during a calendar month, as measured by Neotel;

2.2.12. "**NeoLink**" means a line provided by Neotel which is a dedicated permanent open, secure, point-to point connection between the Customer and Neotel's managed infrastructure over a digital transmission network to provide the Services and shall include any software, hardware, cables, connectors, programs, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;

2.2.13. "**NeoMultisite Breakout**" is an optional addition to the NeoInternet Service dealt with in clause 3.5;

2.2.14. "**Neotel Backbone Network**" means Neotel operated IP routing infrastructure consisting solely of selected Designated POPs at which the Customer has installed measurement devices;

2.2.15. "**Network**" is as defined in the Agreement and includes the Neotel Backbone Network and any portion of the Access Network that is provided by Neotel;

2.2.16. "**Packet Loss**" means the average percentage of IP packets transmitted between Designated POPs during a calendar month that are not successfully delivered, as measured by Neotel;

2.2.17. "**Planned Maintenance**" means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net network or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer's use of or access to the applicable Service;

2.2.18. "**Round Trip Delay**" means the delay between the sending of a ping request packet and the receipt of the corresponding response packet;

2.2.19. "**Service Credits**" means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clauses 8; 9 and 10;

2.2.20. "**Service Downtime**" means that period of time for which the Service was unavailable to the Customer;

2.2.21. "**Service Outage**" means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime;

2.2.22. "**Standard Billing**" means the NeoInternet Service provided by Neotel whereby the Customer pays a fixed MRC every month regardless of usage;

2.2.23. "**95th Percentile Billing**" means a usage-based billing method for NeoInternet. Two readings are taken, one outgoing and one incoming, and the highest value becomes the 5-minute utilization sample for that time interval. One calendar months' worth of 5-minute utilization samples is arranged in ascending order, and the highest 5% are removed. The highest remaining sample is the 95th percentile value and this value is used for billing purposes. If the value is not an integer of Megabit per second, that value is rounded up to the highest integer. For example, if the 95th percentile value is 101.3 Mbps the value considered is 102Mbps; and

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2.2.24. "**With After Hours**" is an optional addition to the NeoInternet Service dealt with in clause 3.5.

3. SERVICE DESCRIPTION

The NeoInternet Service is available in the following specifications as selected by the Customer in the relevant COF:

3.1. **Premium**

3.1.1. High availability Service carrying the highest priority across the Neotel Network.

3.1.2. This Service consists of an IP port where a percentage of the port speed is committed internationally (100%, 75%, 50% or 25%) with the balance being provided as local transit (No burst capacity) e.g. 2Mbps Premium 50% is equivalent to 2Mbps/1Mbps).

3.2. **Standard**

3.2.1. Cost effective Service carrying the second highest priority across the Neotel Network.

3.2.2. This Service consists of an IP port where a percentage of the port speed is committed internationally (100%, 75%, 50% or 25%) with the balance being provided as local transit (No burst capacity) e.g. 2Mbps Standard 25% is equivalent to 2Mbps/512Kbps.

3.3. **International IP Transit**

International-only transit (no local capacity).

3.4. **Local IP Transit**

International-only bandwidth provided by Tata Communications Limited directly (no local capacity).

3.5. **Valued Added Services**

3.5.1. Neotel offers various value added options within the NeoInternet Service that will be provided if stipulated on the relevant COF.

3.5.2. The value added options available for selection on the COF are as follows:

3.5.2.1. **With After Hours Bandwidth** – a value-added service which gives the Customer the option to order a specific amount of bandwidth and to receive double that amount of bandwidth, at no additional cost, After Hours provided that the Customer orders a Local Loop sufficient to carry the additional bandwidth;

3.5.2.2. **After Hours Only Bandwidth** – a value-added service that can be procured as a standalone service and provides the Customer with an option to order a specific amount of bandwidth that is only available After Hours;

3.5.2.3. **NeoMultisite Breakout** – a value-added service that provides the Customer with an option to add a secondary or disaster recovery site to their network architecture whereby the additional site has access to their primary Customer Site's internet breakout depending on their requirements. This value-added service may only be selected in the event that the Customer has procured the NeoInternet Service for the primary Customer Site.

4. BILLING OPTIONS

4.1. The Customer shall be entitled to select the manner in which the NeoInternet Service is billed, as differentiated by whether the NeoInternet Service comprises a fixed MRC billed in advance or a usage based MRC billed in arrears as per the following billing types:

4.1.1. Standard Billing; or

4.1.2. 95th Percentile Billing.

4.2. The Billing method selected shall be stipulated in the relevant COF. In the event that a billing method is not selected in the COF, the billing method shall be deemed to be Standard Billing.

5. EXCHANGE RATE FLUCTUATIONS

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5.1. For Charges for any element of the Service that is based on a foreign currency, the exchange rate to be used to determine a variation shall be the South African Rand / US Dollar exchange rate set out in the relevant COF. In the event that the COF does not stipulate the exchange rate, then the exchange rate as downloaded by Neotel from Reuters on the morning of the date of signature by the Customer of the COF relevant COF shall be used.

5.2. Neotel shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 5.1 above is compared against the exchange rate as downloaded by Neotel from Reuters on the morning of the relevant invoice generation date, is greater than 5% (5 percent).

6. UNDERTAKINGS AND ACKNOWLEDGEMENTS

6.1. Neotel undertakes to use its reasonable endeavours to provide the Customer with the NeoInternet Service on a twenty four (24) hour per day basis on each and every day for the continued duration of the Contract Term.

6.2. The Customer agrees that the NeoInternet Service is rendered "as is" and "as available" and it is used at the Customer's own discretion and risk. Neotel does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose.

7. TERMS AND CONDITIONS

7.1. Neotel shall provide the NeoInternet Service, as indicated in the COF as well as the provisions of the Agreement.

7.2. The Customer acknowledges and agrees that:

7.2.1. In order to have access to the NeoInternet Service, a Local Loop Access Circuit is required which is not included in the NeoInternet Service. The Customer must ensure that such Local Loop Access circuit is available before subscribing to the NeoInternet Service;

7.2.2. The NeoInternet Service is provided subject to the provisions of the Act, relevant 3rd party Local Loop Access Circuit providers' terms and conditions, where applicable, and any other applicable legislation and/or regulation applicable from time to time;

7.2.3. The Customer acknowledges that the quality of the NeoInternet Service is dependent upon the quality and capacity available to the Local Loop Access Circuit.

7.3. The Customer acknowledges that its use of equipment other than the Neotel Equipment is at its own risk.

7.4. Neotel and/or its agents shall attend to the installation and/or set-up and/or configuration of the Neotel Equipment during business hours at the applicable NRC charges.

7.5. The Customer shall allow Neotel or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the Neotel Equipment. A signed confirmation by the Customer (including its employee, representative, carrier, agent or nominee) that the installation and/or set-up and/or configuration, whichever is/are applicable, of the Neotel Equipment was done shall constitute prima facie proof that it was done according to specification.

7.6. Neotel shall use its reasonable endeavours to comply with the requested delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, Neotel, however, shall not be responsible for any consequences of any such delay or be liable for any damage/s, cost/s or expense/s whatsoever, which the Customer may incur or suffer if the requested installation and/or set-up and/or configuration date/s is not met.

7.7. The Customer must, at its own cost and expense, provide suitable and adequate electrical power supply as may be required for the proper functioning of the NeoInternet Service.

7.8. The Customer must ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the NeoInternet Service, such as adequate ventilation, lighting and wall space.

7.9. To the extent that the NeoInternet Service provided to the Customer is suspended by Neotel in accordance with the provisions of this Schedule and/or the Agreement, the Customer acknowledges that it will forfeit its access to and/or use of the NeoInternet Service, but the Customer shall still remain liable to pay the relevant MRC during such period of suspension.

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7.10. The Customer shall be responsible for providing and maintaining, at its own expense, the necessary electronic communication equipment (including any software) located within its own premises. The Customer's electronic communication equipment shall be technically and operationally compatible with the Neotel Equipment.

7.11. The hours of operation of the NeoInternet Service shall normally be twenty-four (24) hours a day, seven (7) days a week. Any change to the hours of operation of the NeoInternet Service shall be subject to the mutual agreement of the parties.

7.12. Neotel shall use reasonable endeavours to ensure the NeoInternet Service objectives specified in clauses 8, 9 and 10 are met but does not guarantee continuous and fault free provision of the NeoInternet Service and shall not be responsible for the transmission of the NeoInternet Service over any other electronic communications network not operated by Neotel.

7.13. Neotel may, in its sole discretion, change the coverage of its Network or the capacity of its connections to other international networks.

8. NEOTEL BACKBONE NETWORK AVAILABILITY

8.1. Neotel shall provide the NeoInternet Service in accordance with the service objectives set out in clause 9. Neotel will endeavour to maintain availability of the NeoInternet Service at the Designated POPs within the Neotel Backbone Network.

8.2. Subject to clauses 13 and 16 below, if a Service Downtime in excess of the level of Availability committed to in Table 1 below occurs, the Customer shall be entitled to Service Credits which are defined as the number of days of free Service.

8.3. The Service Credits shall correspond to the cumulative Service Downtime (excluding unavailability periods of less than sixty (60) seconds) in a given calendar month as set forth in the following tables:

NeoInternet – Local / International IP Transit & Premium

Availability per Month	Cumulative Outage per Month (hours)	Service Credits (days)
99.85%	00:00:00 - 01:05:00	0
99.30%	01:05:01 - 05:02:00	1
98.80%	05:02:01 - 06:38:00	2
98.30%	06:38:01 - 12:14:00	3
97.80%	12:14:01 - 15:50:00	4
Less than 97.80%	15:50:01 - greater	5

NeoInternet - Standard

Availability per Month	Cumulative Outage per Month (hours)	Service Credits (days)
99.50%	00:00:00 - 03:36:00	0
98.00%	03:36:01 - 07:12:00	1
98.50%	07:12:01 - 10:48:00	2
98.00%	10:48:01 - 14:24:00	3
97.50%	14:24:01 - 18:00:00	4
Less than 97.00%	18:00:01 - greater	5

9. NEOTEL BACKBONE NETWORK LATENCY

9.1. Neotel's target objective is to provide Neotel's Backbone Network Latency of:

From	To (International POP)	Milliseconds
Johannesburg	London	200
Johannesburg	Amsterdam	220
Johannesburg	Cochin	120
Johannesburg	Chaiwan, Hong Kong	200
Johannesburg	Los Angeles	350
Johannesburg	Miami, Florida	250

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Johannesburg	New York	270
Johannesburg	Singapore	170
Johannesburg	Tokyo	240
Johannesburg	Sydney	350
Cape Town	London	180
Cape Town	Amsterdam	185
Cape Town	Cochin	140
Cape Town	Chaiwan, Hong Kong	220
Cape Town	Los Angeles	300
Cape Town	Miami, Florida	220
Cape Town	New York	250
Cape Town	Singapore	180
Cape Town	Tokyo	260
Cape Town	Sydney	350
Durban	Cape Town	29
Johannesburg	Cape Town	25
From	**To (Local POP)**	**Milliseconds**
Johannesburg	Durban	25

9.2. All times are for Round Trip Delay from one Designated POP to the next adjacent Designated POP.

9.3. Latency is measured by taking an aggregate average of sample Round Trip Delay measurements taken during a calendar month between adjacent Designated POPs in a region or between two cities as measured by Neotel.

9.4. Subject to clauses 13 and 16 below, in the event that Latency fails to achieve the applicable target objective, the Customer will be entitled to a Service Credit calculated as the percentage of the relevant MRC corresponding to the percentage by which the actual Latency period exceeds the target objective for the affected Service in a given calendar month as set forth in the following table:

% by which actual Latency exceeds Target Objectives	Service Credit (percentage of MRC)
0.00 - 7.00%	4%
7.01 - 14.00%	8%
14.01- 21.00%	12%
21.01 - 28.00%	16%
28.01% - or greater	20%

10. NEOTEL BACKBONE NETWORK PACKET LOSS

10.1. Neotel shall maintain Packet Loss on the Neotel Backbone Network to 0.5% or less.

10.2. Packet Loss is measured by taking an aggregate average of sample measurements taken during a calendar month between Designated PoPs in a region or between regions as measured by Neotel.

10.3. Subject to clauses 13 and 16 below, in the event of Packet Loss exceeds the target objective, the Customer will be entitled to a Service Credit calculated as the percentage of the relevant MRC corresponding to the percentage of the Packet Loss for the affected Service in a given calendar month as set forth in the following table:

% of Packets Delivered	Service Credit (percentage of MRC)
99.7 - 100%	No Credit
99 - 99.69%	4%
98 - 98.99%	8%
97 - 97.99%	12%

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96 - 96.99%	16%
95.99% - or less	20%

11. SCOPE AND MEASUREMENT

11.1. Service objectives and Service Credits cover the Neotel Backbone Network consisting of the Customer links to AS 36937 and all backbone links within AS 36937.

11.2. Neotel shall (on average every fifteen (15) minutes) measure the Neotel Backbone Network at Designated POPs using software and hardware components capable of measuring traffic and responses at such Designated POPs.

11.3. The Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by the Customer's packets, and that such measurements constitute measurements across the Neotel Backbone Network but no other networks to which the Customer may connect.

11.4. Neotel reserves the right to periodically change the measurement points and methodologies it uses without notice to the Customer.

12. REPORTING

Neotel shall endeavour to report monthly (or as otherwise agreed) to the Customer its performance in terms of the service level objectives stated herein.

13. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

13.1. Any fault or failure by Neotel to achieve the service levels set out in this Service Schedule must be reported by the Customer to the Enterprise Service Desk in accordance with clause 14.

13.2. For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Neotel. If the Customer does not initiate a trouble ticket with Neotel, Neotel shall not be obligated to issue, and the Customer shall not be eligible to receive, Service Credits for the non-compliance.

13.3. The duration of the Service outage period will be determined by the Parties, acting reasonably, based upon the Parties' internal records and Neotel's trouble ticket.

13.4. All Service Credits will be calculated based on the cumulative Service Downtime for the affected port(s) during the relevant calendar month and applied to the same affected port(s) as set out in Table 1 of clause 8.3. For avoidance of doubt, Service Credits shall be applicable only to the specific port affected by degradation in Service.

13.5. To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.

13.6. The Service Credit for multiple failures by Neotel to achieve the service objectives resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.

13.7. Neotel, in its sole discretion, shall attempt to review all claims within fifteen (15) Business Days of receipt of the request for Service Credit and will notify the Customer if the Customer's claim is rejected.

13.8. Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If Neotel approves the claim, Neotel shall notify the Customer of the actual number of Service Credits to which the Customer will be entitled.

13.9. Notwithstanding anything in this Service Schedule to the contrary, the total amount of Service Credits credited to the Customer in any calendar month shall not exceed twenty five percent (25%) of the MRC for the relevant Service for the month in question.

13.10. Notwithstanding anything in this Service Schedule to the contrary, the total amount of Service Credits credited to the Customer in any twelve (12) month period shall not exceed twenty (20) days Service Credit for such twelve (12) month period.

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13.11. Notwithstanding anything in this Service Schedule to the contrary, all disputes or differences whatsoever arising between the parties in relation to this Service Schedule shall be dealt with in accordance with the dispute resolution provisions contained in the Agreement.

13.12. Neotel's failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and Neotel's sole liability for any such failure or corresponding degradation, interruption or loss of Service.

14. FAULT REPORTING

14.1. The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

TELEPHONE NO.	E-MAIL
+27 11 585 0652 (outside of South Africa) 080 11 11 636 (within South Africa only)	EnterpriseService@neotel.co.za

14.2. Should a call logged in accordance with clause 14.1 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to service.management@neotel.co.za, which is managed during Business Hours.

14.3. In addition, the Customer shall be entitled to approach an assigned Neotel account manager if the feedback or progress on the outage resolution is not satisfactory.

14.4. In the event that Neotel attends to a Service fault and/or Service outage ("Fault") reported by the Customer, and Neotel subsequently establishes that the Fault was not due to any fault on the Neotel Network and/or Neotel infrastructure deployed in the delivery of the Service, Neotel shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at Neotel's current standard rates and charges at the time of the incident.

15. SERVICE PROVISIONG

15.1. The Customer shall be responsible for making available, at no cost to Neotel, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document for each site, for the Contract Term of the applicable COF, for the purposes of housing Neotel's transmission equipment required for the provision of the NeoInternet Services to the Customer.

15.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the NeoInternet Services.

15.3. The Customer shall ensure that the sites at either end of a NeoInternet Service for which the request has been made are available, at all reasonable times, for access by Neotel for purposes of swop out and changes.

15.4. Within seventy two (72) hours of completing the installation for the applicable NeoInternet Service, Neotel will provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number ("Service ID"). The Service ID should be used in all interactions with Neotel regarding the Service.

15.5. The Customer shall then conduct acceptance tests on the newly provided NeoInternet Service for a period of two (2) Business Days following receipt of the Service Handover Form.

15.6. Should the Customer detect a fault on the NeoInternet Service during these acceptance tests, then the Customer shall notify Neotel of such fault in writing.

15.7. The Customer may only reject a NeoInternet Service on the basis that the agreed technical specifications as set forth in the COF for the NeoInternet Service have not been met.

15.8. If the Customer notifies Neotel of its non-acceptance, further tests of the NeoInternet service will be conducted and a new Service Handover Form delivered to the Customer

15.9. 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.

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15.10. The billing cycle for each Service will be from the Service Commencement Date of that NeoInternet Service.

16. EXCLUSIONS

16.1. The Customer shall not be entitled to:

16.1.1. receive any Credits pursuant to the Customer Site unavailability, or

16.1.2. exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:

16.1.2.1. Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);

16.1.2.2. Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Neotel;

16.1.2.3. Anything attributable to circuits comprising a part of the Service that are provided by a third party, including Local Loops and local access facilities procured by the Customer;

16.1.2.4. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.

16.2. Service Downtime shall not include any unavailability resulting from:

16.2.1. scheduled downtime for Planned Maintenance;

16.2.2. interruptions or delays resulting from any third party services;

16.2.3. any supplies, power, applications, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;

16.2.4. any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of Neotel, acting reasonably;

16.2.5. the Customer's applications, equipment, or facilities;

16.2.6. interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;

16.2.7. acts or omissions of the Customer, its agents, contractors or suppliers, (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or any other Customer-caused outages or disruptions;

16.2.8. suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule;

16.2.9. outages or failures occurring outside of Neotel's Backbone Network (i.e., at peers);

16.2.10. "Trouble not found", a reported event that cannot be validated or duplicated by Neotel;

16.2.11. Access Network not provided by Neotel;

16.2.12. any act or omission of a third party provider of the Access Network; or

16.2.13. force majeure.

17. CONTENT REGULATORY COMPLIANCE

17.1. The Customer hereby agrees that the relevant permissions, approvals, licenses and/or related consents that may be required by the relevant government authority of the source and/or destination country/ies shall be obtained, as applicable, as per the local laws in such country and a copy of such permissions, approvals, licenses and/or related consents shall be available for inspection by Neotel prior to the commissioning of the Service.

17.2. In the event that the Customer is sourcing content from a third party in relation to the Service, the Customer shall be responsible for providing the permissions, approvals, licenses and/or related consents of such third party. The Customer further indemnifies Neotel from any costs, damages and/or penalties caused due to any non-compliance with this provision.

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17.3. The Customer authorizes Neotel to monitor the Service at Neotel's Network Operating Centre facilities.

18. SERVICE TERMINATIONS – EARLY TERMINATION COST

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for the Terminating Services which are specified as Customer Specific Services in the relevant COF or where the Service either originates from or terminates at an international location shall be calculated as at the Termination Date and shall be equal to 100% of the MRC for the remainder of the Contract Term thereof.

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