

INTERCONNECTION AGREEMENT INTERNATIONAL

entered into between

NEOTEL (PTY) LTD
and
[Company]

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1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 **Neotel (Pty) Ltd**, a private company registered under the company laws of the Republic of South Africa with registration number 2004/004619/07 and having its principal place of business at 401 Old Pretoria Main Road, Midrand, Gauteng (“Neotel”); and

1.1.2 a legal entity registered under the laws of with registration number and having its principal place of business at (“[●]”).

1.2 The Parties hereby agree as set out below.

2 INTERPRETATION

2.1 Unless the context indicates otherwise, the following expressions shall have the meanings given to them:

2.1.1 **"Affiliate"** means, with respect to either Party, any other entity which is a subsidiary or a holding company or a subsidiary of the holding company of such Party. In regard to this definition the terms "subsidiary" and "holding company" shall have the meaning assigned thereto in Section 1 of the Companies Act No. 71 of 2008, but shall include any foreign entity which, had it been registered in terms of that Act, would fall within the ambit of such term;

2.1.2 **"Addressee"** means the Party to whom any notice is given and/or any payment is made;

2.1.3 **"AFSA"** means the Arbitration Foundation of Southern Africa;

2.1.4 **"Agreement"** means this interconnection agreement;

2.1.5 **"Billing Information"** means the billing information provided by the one Party to the other Party and which is required to determine the charges payable by each Party under this Agreement and consisting at a minimum of the following information –

2.1.5.1 the total duration in actual elapsed minutes and seconds of all Calls;

2.1.5.2 the applicable rate group as set out in Annexure "E";

2.1.5.3 the Rates payable by the Parties to one another; and

2.1.5.4 the point/s at which the Parties measured the information referred to in clauses 2.1.5.1 and 2.1.5.2.

2.1.6 **"Billing Party"** means the Party to whom charges are payable by the other Party pursuant to this Agreement;

2.1.7 **"Billing Period"** means unless otherwise agreed in writing by the Parties, the period of a calendar month commencing on the first day of each and every calendar month. The first Billing Period shall commence on the Effective Date, unless otherwise agreed between the Parties in writing;

2.1.8 **"Call"** means a communications session, with a start and end time, carrying any sounds, signals, signs or images sent by means of a System to a receiving System. Unless otherwise provided the term Call shall include Domestic Calls, International Calls and Transit Calls;

2.1.9 **"Confidential Information"** means any information (including business, customer, commercial, scientific or technical information), trade secret or data which is marked as confidential or which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party, or which may come to the knowledge of the Receiving Party by whatsoever means;

2.1.10 **"CPI"** means the weighted average consumer price index for all items for the principal urban areas of South Africa as published by Statistics South Africa or any other substitute index or agency, provided that if publication of the CPI ceases at any time, a substitute index shall be applied which reflects the general rate of inflation in South Africa. Should there be any dispute as to which index or agency is to be used, the index or agency will be determined by Neotel's auditors;

- 2.1.11 "**Data**" means any information, including Personal Information disclosed to one Party to the other in terms of this Agreement;
- 2.1.12 "**Disclosing Party**" means either of the Parties to the extent that it discloses any of the Confidential Information to the other in terms of this Agreement;
- 2.1.13 "**Domestic Call**" means a Call, which originates on and terminates on Systems inside the Territory;
- 2.1.14 "**ECA**" means the Electronic Communications Act, 2005;
- 2.1.15 "**Effective Date**" means the date on which the Agreement is signed by the Party signing last in time;
- 2.1.16 "**Emergency Organisation**" means in respect of any locality, the 112 emergency centre and/or the relevant public police, fire, ambulance, traffic authority or coast guard services for that locality and any other similar organisation providing assistance to the public in emergencies;
- 2.1.17 "**ETSI**" means the European Telecommunications Standards Institute;
- 2.1.18 "**ICASA**" means the Independent Communications Authority of South Africa and/or any successor body;
- 2.1.19 "**Indemnitee**" means the Party, other than the Indemnitor, to the extent that it relies upon the indemnity of the Indemnitor in terms of this Agreement;
- 2.1.20 "**Indemnitor**" means either of the Parties to the extent that it indemnifies the other in terms of this Agreement;
- 2.1.21 "**Intellectual Property**" means any and all rights, title and interest in intellectual property (whether registered or not), including, past and future copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, databases, semi-conductor topography, know-how, trade secrets and inventions (whether patentable or not), goodwill and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property;
- 2.1.22 "**Interconnection**" means the physical and/or logical Interconnection of each Parties respective Systems as provided for in terms of this Agreement;
- 2.1.23 "**International Call**" means a Call, which originates from or terminates on an System operated outside of the Territory;
- 2.1.24 "**ITU-T**" means the Telecommunications Standardisation Sector of the Telecommunications Union;
- 2.1.25 "**Licence**" means the electronic communications services and/or electronic communications network services licences issued to the Parties for the provision of electronic communications network services and/or electronic communications services and any renewal, amendment, re-issue or equivalent thereof;
- 2.1.26 "**Losses**" means all losses, liabilities, damages and claims, and all related costs and expenses suffered by either Party (including legal fees on the scale as between attorney and client, tracing and collection charges, costs of investigation, interest and penalties);
- 2.1.27 "**Message**" means any sound, signal, sign or image sent, or to be sent, for conveyance by means of an System, including all routing information, signalling information and protocols;
- 2.1.28 "**Number**" means any alpha-numerical identifier of any end user device or terminal equipment used in connection with the Services provided by the Parties to their respective subscribers, end users and/or customers;
- 2.1.29 "**Originating Party**" means the Party from whose System the Call originates;
- 2.1.30 "**Parties**" means the parties to this agreement and "**Party**" means any one of them;
- 2.1.31 "**Personal Information**" shall bear the meaning as set out in the POPI Act and includes, but is not limited to any information provided by either Party to the other Party that is an identifying number, symbol, e-mail address, physical address, telephone number or similar assignment relating to the

disclosing Party or any customer of such Party, which is subject to protection in terms of any statute in South Africa which imposes data protection requirements from time to time;

- 2.1.32 **"Point of Interconnection or POI"** means the point at which Calls originating on the System of one Party are handed over and carried to the System of the other Party, including the Initial POIs specified in Annexure "A" and any additional POIs established in terms of clause 6.5;
- 2.1.33 **"Point of Interconnection Link(s)" or "POIL"** means a dedicated electronic communications link established for the purpose of conveying Calls between the Systems of the Parties;
- 2.1.34 **"POPI Act"** means the Protection of Personal Information Act, 2013 of South Africa, as may be amended from time to time;
- 2.1.35 **"Prime Rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year irrespective of whether or not the year is a leap year, from time to time published by Nedbank Limited as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;
- 2.1.36 **"Rates"** means Termination Rates and Transit Rates as set out in Annexure "E" hereto, or as such Rates may be amended from time to time by agreement between the Parties;
- 2.1.37 **"Receiving Party"** being the Party, other than the Disclosing Party, to the extent that it receives disclosure of any of the Confidential Information from the Disclosing Party in terms of this Agreement or acquires knowledge of the Confidential Information by whatsoever means;
- 2.1.38 **"Regulations"** means the interconnection regulations promulgated by ICASA from time and time;
- 2.1.39 **"Resolutive Condition"** means the resolutive condition set out in clause 6.10.3;
- 2.1.40 **"Service"** means the electronic communications services and/or electronic communications network services provided by the Parties in terms of their respective Licences and **"Services"** shall bear a corresponding meaning;
- 2.1.41 **"Signature Date"** means the date of signature of this Agreement by the Party last signing;
- 2.1.42 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.43 **"System"** means a system, a network or a series of electronic communications facilities or radio, optical or other electromagnetic apparatus or any similar technical system used for the purpose of electronic communications, whether or not such electronic communications are subject to rearrangement, composition or other processes by any means in the course of their transmission or emission or reception;
- 2.1.44 **"Taxes"** means VAT and/or any other tax which a Party becomes obligated to pay arising out of the performance of its obligations under this Agreement, exclusive of taxes based on the income of such Party;
- 2.1.45 **"Terminating Party"** means the Party on whose System the Call is terminated;
- 2.1.46 **"Termination Rates"** means the termination rates charged for terminating a Call as set out in Annexure "E";
- 2.1.47 **"Territory"** means the Republic of South Africa;
- 2.1.48 **"Transit Call"** means a Call originating on one System and destined for another System which is not handed over directly to such System but is conveyed to it via a network operated by a third party;
- 2.1.49 **"Transit Party"** means the Party that conveys Transit Calls on the System operated by such Party;
- 2.1.50 **"Transit Rate"** the rate payable relating to a Transit Call. Transit Rates will be updated from time to time in accordance with clause 8.6.1;
- 2.1.51 **"VAT Act"** means the Value Added Tax Act, 1991 of South Africa; and

- 2.1.52 "VAT" means value added tax as provided for in the Value Added Tax Act, 1991.
- 2.2 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 2.3 Unless the context indicates otherwise, an expression which indicates: (i) any gender includes the other gender; (ii) a natural person includes a juristic person and vice versa; and (iii) the singular includes the plural and vice versa.
- 2.4 In the event of ambiguity or conflict, and unless stated explicitly to the contrary in the relevant clause, the order of precedence in the interpretation of the Agreement shall be:
- 2.4.1 this Agreement;
- 2.4.2 the Schedule/s.
- 2.5 The expiration or termination of this Agreement shall not affect those provisions of this Agreement that expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.6 The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusive of the first day and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.8 A law shall be construed as any law (including common law) or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any legislative measure of any government, local government, statutory or regulatory body or court as at the Effective Date and as amended or re-enacted from time to time, where applicable.

3 INTRODUCTION

- 3.1 The Parties have agreed to connect and keep connected the Neotel System to [●]'s System at the Points of Interconnection established in terms of this Agreement for the purpose of enabling :the transmission of Calls between their respective Systems:
- 3.1.1 the termination of Calls on their respective Systems;
- 3.1.2 the conveyance and termination of Transit Calls (if required) on their respective Systems; and
- 3.1.3 the supply of POILs
on the terms and conditions set out in this Agreement.
- 3.2 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

4 DURATION

This Agreement shall commence on the Effective Date and continue thereafter indefinitely unless terminated by either Party in accordance with this Agreement.

5 INTERCONNECTION SERVICES

- 5.1 Each Party shall connect and keep connected its System to the System operated by the other Party in accordance with the provisions of this Agreement, in order that Calls may be transported to and from each Party's respective System.
- 5.2 **Conveyance**
Each Party shall, by means of its own System, convey Calls originating on its System and destined for the other Party's System to POIs and shall convey Calls originating on the other Party's System and destined for its own System from such POIs to the communications apparatus by means of which such Calls are to be received or to any other communications equipment or facility which provides an automatic response if a connection cannot be effected to such communication apparatus.

5.3 Transit

Either Party may request the other Party to provide for the transit of Transit Calls and terminate such Transit Calls on the System of a third Party.

5.4 Termination

Each Party shall terminate Calls destined for its own System and handed over at a POI.

6 ESTABLISHING AND MAINTAINING INTERCONNECTION

6.1 The Parties shall each take whatever steps are necessary to procure the Interconnection of their respective Systems at the Point or Points of Interconnection specified in Annexure "A" by the dates agreed to by the Parties in writing from time to time.

6.2 Each Party warrants to the other that, in relation to each Point of Interconnection the following shall be adhered to -

6.2.1 the technical specifications and procedures set out in Annexure "B";

6.2.2 the numbering allocation, route diversity and other requirements set out in Annexure "C"; and

6.2.3 the operation and maintenance procedures set out in Annexure "D".

6.3 Each Party shall, at its own cost and expense, provide, maintain and be responsible in all respects for all apparatus and equipment necessary to ensure the conveyance of Calls between its System and the Points of Interconnection specified in Annexure "A" and any additional Points of Interconnection established pursuant to the provisions of clause 6.5.

6.4 Should either Party ("**the Requesting Party**") wish to change the configuration at the Points of Interconnection specified in Annexure "A" and at any additional Points of Interconnection established pursuant to the provisions of this clause 6.4, by changing the capacity available at such Points of Interconnection or terminating the use thereof, it shall give the other Party ("**the Receiving Party**"), 10 (ten) days prior notice in writing of such intention setting out in detail the proposals and reasons for the proposed change ("**the request**"). Within 5 (five) business days of receipt of the Requesting Party's request, the Receiving Party shall inform the Requesting Party in writing whether it is able or unable to comply with the request. Where the Receiving Party is unable to comply with the request, it shall furnish the Requesting Party with written reasons for such non-compliance. Where the Receiving Party is able to comply with the Receiving Party's request, the Parties shall use their best endeavours within 20 (twenty) days of the commencement of the negotiations to reach agreement in writing on the terms and conditions applicable to such change of capacity, failing which the matter shall be referred to ICASA in accordance with the relevant provisions of the ECA and the Regulations, alternatively dealt with in accordance with the provisions of clause 27.

6.5 Should a Party ("**the Requesting Party**") wish to procure the establishment of any Points of Interconnection in addition to those specified in Annexure "A", it shall give to the other Party ("**the Providing Party**") notice in writing of its requirements in this regard whereupon the Parties shall promptly meet and use their best endeavours to reach written agreement on the terms and conditions upon which such additional Points of Interconnection shall be established; provided that where the Parties fail, for whatever reason, to reach such written agreement within a reasonable period of time, no such additional Points of Interconnection shall be established.

6.6 Neither Party shall make nor permit to be made any alteration, adjustment or addition to -

6.6.1 any Points of Interconnection; or

6.6.2 any element of its System;

in such a way as to adversely affect or impair the operation of the System of the other Party or so as to otherwise adversely affect or impair the conveyance of Calls pursuant to the Interconnection of their respective Systems. Without in any way limiting the generality of the foregoing, each Party shall take whatever steps are necessary to minimise service failures, congestion and signalling disturbances that would affect the ability of the other Party to convey Calls across its System.

- 6.7 If a Party reasonably believes that the other Party is in breach of any of its obligations in terms of clause 6.6, such Party shall be entitled to require the other Party to provide it with such material and information as may be reasonably necessary to satisfy itself that the other Party is not in breach of clause 6.6 provided that compliance with the provisions of this clause 6.7 shall not interfere with the conduct of such other Party's business or with the provision of Services to the customers, end users or subscribers of the other Party.
- 6.8 If the Interconnection between the Parties respective Systems is interrupted for any reason whatsoever (but specifically excluding interruptions occasioned to one Party's System by an act or omission of the other Party) the Party within whose System such interruption arose shall, at its own cost and expense (but not where the interruption was occasioned by an act or omission of the other Party), procure a restoration of Service as soon as is reasonably practicable, in accordance with the service levels specified in Annexure "D" and in accordance with the operation and maintenance procedures set out in Annexure "D".
- 6.9 Where a Party intends to modify or alter its System or any apparatus or equipment comprising such System or any stored commands, software or protocol pertaining to such System then, to the extent that such modification may reasonably be expected to have the effect of requiring the other Party -
- 6.9.1 to modify the System operated by such other Party; or
- 6.9.2 to replace or cease to produce or supply any item of electronic communications equipment pertaining to Interconnection and produced or supplied by or to such other Party immediately prior to the intended modification;
- the Party proposing such modification shall provide notice in writing to such other Party detailing the proposed modification at least 90 (ninety) days prior to commencing to take steps to give effect to such modification. The Party proposing to modify its System shall, on request of the other Party, consult with such other Party and provide all reasonable co-operation and assistance to facilitate such modification and shall further ensure that the modification is capable of being implemented in each Party's Systems simultaneously.
- 6.10 Subject to the provisions of clause 8.5 -
- 6.10.1 The Parties shall agree in writing which one of them shall provide the POILs in respect of each POI, based on best price and availability, failing which the Party which has quoted the lowest price for providing the POIL shall install the POIL;
- 6.10.2 the Party procuring the POIL shall -
- 6.10.2.1 be responsible in all respects for that POIL, including, without limitation, for the installation, maintenance and general upkeep of such POIL; and
- 6.10.2.2 endeavour to obtain the POIL at the cost most favourable to the Parties.
- 6.10.3 The Party supplying the POIL will manage the throughput utilisation and communicate to the other Party when the utilisation threshold of 65% is reached. The Party supplying the POIL will request the other Party to place an order on the Party supplying the POIL, for an upgrade in capacity. The capacity upgrade increments will be determined by the respective Parties.

7 RESOLUTIVE CONDITION

- 7.1 In the event that [●] is a legal entity that is not registered in South Africa and/or any Rates being contemplated at the time of signing this Agreement involves payment in a currency other than South African Rand, this Agreement shall be subject to the Resolutive Condition that Neotel obtains the necessary approval from South African Reserve Bank by no later than 17h00 on a date which is six (6) months after the Signature Date.
- 7.2 The cessation of the Agreement in terms of clause 7.1 shall, unless the Parties otherwise agree in writing, not affect any liability incurred by the Parties prior to the date of cessation hereof.
- 7.3 The Parties will co-operate in good faith to procure the fulfilment of the Resolutive Condition as soon as reasonably possible after the Signature Date.

7.4 The Resolutive Condition may not be waived, in whole or in part, by the Parties. The Parties may however, extend the relevant date for fulfilment thereof set out in clause 7.1 to such later date as may be agreed in writing between the Parties.

7.5 Neither of the Parties will, subject to clause 7.1, have any claim against the other in terms hereof or arising from the failure of the Resolutive Condition, save for any claims arising from a breach of clause 7.3.

8 FEES

8.1 General

8.1.1 In consideration for -

8.1.1.1 the Interconnection of their respective Systems;

8.1.1.2 the conveyance on the System operated by one Party of Calls handed over to it from the System operated by the other Party;

8.1.2 the Parties shall as from the Effective Date pay to one another the Rates and other charges provided for in this clause 6.10.3 and in Annexure "E".

8.1.3 Unless otherwise provided for in Annexure "E", Rates payable by the Parties to one another in accordance with the provisions of this clause 6.10.3 shall in respect of all Calls be calculated on a per second basis.

8.1.4 The measuring of a Call's duration shall commence when -

8.1.4.1 the electronic communications equipment by which such Call is to be received; or

8.1.4.2 the electronic communications equipment or any other facility which provides an automatic response if a connection cannot be effected to such electronic communications equipment, generates an answer signal across the relevant Point of Interconnection.

8.1.5 No Rates shall be levied by either Party against the other in respect of any Calls made to -

8.1.5.1 an invalid, defective or non-existent Number; or

8.1.5.2 a called station which is already engaged; or

8.1.5.3 a called station, which is not available.

8.1.6 The calculation of Rates in respect of any Billing Period shall be based on Billing Information for each of the category of Calls detailed in clause 8.2.

8.2 Rates - Termination

8.2.1 In consideration for the conveyance on the System operated by one of the Parties of any Call handed over from the System operated by the other Party, the Originating Party shall pay to the Terminating Party, for each rate group specified in Annexure "E", an amount calculated in accordance with the following formula –

$$A = \frac{B}{60} \times C$$

8.2.2 In the formula in clause 8.2.1 -

8.2.2.1 "A" is the amount in Rand to be paid by the Originating Party to the Terminating Party for the rate group referred to in "C" in respect of a particular Billing Period;

8.2.2.2 "B" is the total duration in seconds of all Calls referred to in clause 8.2.1 for such rate group in respect of such Billing Period; and

8.2.2.3 "C" is the applicable per minute Termination Rate for a particular rate group as specified in Annexure "E".

8.3 Rates - Transit

8.3.1 In consideration for the transit by the Transit Party of any Call handed over from the System operated by the Originating Party, the Originating Party shall pay to the Transit Party an amount calculated in accordance with the following formula –

$$A = \frac{B}{60} \times C$$

8.3.2 In the formula in clause 8.3.1 -

8.3.2.1 "A" is the amount in Rand to be paid by the Originating Party to the Transit Party for the rate group referred to in "C" in respect of a particular Billing Period;

8.3.2.2 "B" is the total duration in seconds of all Calls referred to in clause 8.3.1 for such rate group in respect of such Billing Period; and

8.3.2.3 "C" is the applicable per minute Transit Rate for a particular rate group as stated in Annexure "E".

8.4 Emergency Organisation Services

8.4.1 Subject to the provisions of clause 8.4.2 below, no Rates shall be levied by either Party in respect of Calls made to Emergency Organisations which may be accessed by dialling the Number 112.

8.4.2 The Parties each undertake that they shall meet their statutory obligations to provide operator assistance, directory enquiry services and/or access to emergency services, where applicable, in accordance with any applicable laws and/or regulations in force at the time in South Africa.

8.4.3 The Parties acknowledge and agree that should a Party fail to comply with the provisions of clause 8.4.2, the other Party ("**the Affected Party**") will not be able to accept or route Calls to the correct Emergency Organisations and that the Affected Party shall not incur any liability arising therefrom.

8.5 Charges in Respect of Point of Interconnection Links

All charges pertaining to the procurement and use of POILs, including installation, maintenance and rental charges as well as any associated charges incurred in the process of the establishment, cancellation, cut-back or relocation of such links, shall be split between the Parties on a 50/50 basis.

8.6 Review of Rates

8.6.1 Either Party shall be entitled to vary their Rates referred to in clause 8.3 in accordance with the notification process contained in clause 4 of Annexure "E".

8.6.2 For any Rate decrease, a Party shall provide 1 (one) days' written notice and for any Rate increase, a Party shall provide 7 (seven) days' written notice.

8.6.3 The Party affecting the change shall be responsible for adhering to and/or obtaining the necessary required regulatory approvals and authorisations in respect of such change.

8.7 Payment

All Rates due by one Party to the other in terms of this Agreement shall be paid in accordance with the provisions of clause 9.

9 BILLING PROCEDURES

9.1 Rates

9.1.1 Each Party will be responsible for the collection of all charges payable by its customers, subscribers and end users. Notwithstanding the aforesaid, each Party shall be responsible for the payment of all charges associated with the transmission of Calls from its System to the other Party's System as set out in this Agreement.

9.1.2 Each Party shall measure and record, at its own cost and expense, the duration of Calls originating or otherwise received on its System and destined for the System operated by the other Party as well as

the duration of Calls originating or otherwise received on the System operated by the other Party and destined for its System.

9.1.3 The Parties shall provide each other, on an exchange basis, with a billing summary consisting of the Billing Information relating to its measurement in both directions, contemplated in clause 9.1.2, as measured by that Party for the Billing Period in question, as well as the associated calculation of Rates no later than 10 (ten) business days after the expiry of each Billing Period.

9.1.4 Each Party shall submit a tax invoice to the other Party in respect of the Rates owed to it by the other Party in respect of the immediately preceding Billing Period, based on the measurements as recorded by the Billing Party, by no later than 10 (ten) days after it has received the billing summary referred to in clause 9.1.3, provided that prior to submission of such tax invoice, the Parties shall use their best endeavours to resolve any discrepancies which may exist in the Billing Information contained in their respective billing summaries as exchanged, failing which, the dispute shall be resolved in accordance with the process detailed in clause 27. Unless otherwise agreed by the Parties in respect of a particular Billing Period, each Party shall base its tax invoice on its own measurement and records pertaining to the Interconnection Fees in respect of Calls originating on the System of the other Party and terminating on its own System.

9.2 System Modifications

The Parties shall provide each other with tax invoices in respect of all fees for System modifications as contemplated in clause 6.9, subject to the remaining provisions of this clause 9.

9.3 POIL Charges

9.3.1 In respect of all charges pertaining to the procurement and use of POILs that might be due by a Party to the other Party, the Party which is owed monies by the other Party shall furnish the other Party with tax invoices -

9.3.1.1 for all installation charges, monthly in arrears within 10 (ten) business days of the end of the Billing Period to which such invoices relate; and

9.3.1.2 for all rental charges, monthly in advance on or before the 10th business day of the Billing Period to which such invoices relate.

9.4 General Billing and Payment Terms

9.4.1 All charges payable by a Party under this Agreement shall be paid within 30 (thirty) days after receipt by it of a tax invoice in the relevant amount in accordance with the written payment instructions of the other Party from time to time; provided that payment shall always be effected on a business day or a Saturday and provided further that, should the due date fall on a Sunday or a public holiday, payment shall be effected on the immediately preceding business day or Saturday. Each Party shall be entitled to offset any such amount owed by the other Party to it under this Agreement against any such amount owed by it to the other Party to it under this Agreement.

9.4.2 Any amount not paid by a Party to the other Party on the due date for payment thereof, shall bear interest on a monthly in arrears basis, at the Prime Rate plus 2% (two percent) from due date to date of actual payment, both days inclusive.

9.4.3 The charges in this Agreement are exclusive of Taxes unless such charges are stated to be inclusive of such Taxes. Accordingly, any Party shall be entitled to add such Taxes to any charge or fee levied in terms of this agreement at the prescribed rate.

9.4.4 For the purposes of determining the exchange rate at which any charges based on a foreign currency shall be determined, the South African Rand/Foreign Currency exchange rate as quoted by Nedbank Limited, the published daily closing rate on the date that the applicable invoice is issued shall be used.

9.4.5 If the System or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare a tax invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation

of an incorrect tax invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the other Party pursuant to this clause 9.4.5 shall have been extracted from a Billing System and such other Party cannot warrant that the information is free of error.

- 9.4.6 If the Parties' monitoring of their respective Billing Information indicates a persistent inconsistency in reconciling Billing Information provided by the Parties' respective Billing Systems, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency. For the purposes of this clause 9.4.6, a persistent inconsistency in reconciling Billing Information shall be deemed to have occurred where the reconciliation of a Party's Billing Information is incorrect or inaccurate in respect of any consecutive period of 2 (two) months.
- 9.4.7 If either Party disputes the amount reflected as being payable by it in terms of any tax invoice delivered to it by the other Party, such Party shall, within 30 (thirty) days of receipt by it of such tax invoice, deliver a notice in writing to the invoicing Party containing details of such dispute.
- 9.4.8 Within 5 (five) business days of receipt or deemed receipt of the notice referred to in clause 9.4.7, the invoicing Party shall furnish the other Party with whatever documents and material may reasonably be required by such other Party to verify the amount reflected as being payable by it in the relevant tax invoice. The Parties will then promptly meet and consult with one another in an attempt to resolve the dispute. Failing resolution of the dispute within 14 (fourteen) business days following receipt or deemed receipt of the notice referred to in this clause 9.4.8, the dispute may be referred by the Party disputing such tax invoice for investigation and determination by a firm of auditors agreed to between the Parties or, failing agreement, by a firm of auditors nominated by the President, for the time being, of the South African Institute of Chartered Accountants. Such auditors will, in their determination of the dispute act as experts and not as arbitrators and their decision shall be final and binding on the Parties. The Parties shall co-operate in any investigation undertaken by the auditors and any sum found to be due or overpaid shall promptly be paid or refunded (together with any interest payable or paid as the case may be, pursuant to clause 9.4.2), within 30 (thirty) days of the date of the auditor's determination. The auditor's costs shall be paid by the Party disputing the tax invoice in question unless such tax invoice is established to have been incorrect in which case the invoicing Party shall pay such costs.
- 9.4.9 In order to facilitate the resolution of billing disputes, the Parties agree that certain minimum Billing Information shall be exchanged between the Parties for the comparison of billing records. In the event of one Party being unable to provide all of the relevant information, the dispute shall be resolved in favour of the other Party. The minimum information, which shall be provided in respect of each disputed Call shall include the following -
- 9.4.9.1 the date and time at which the Call was placed;
- 9.4.9.2 complete A and B Numbers, given in a format compliant with the South African national numbering plan as gazetted by ICASA or in full E.164 format for International Calls; and
- 9.4.9.3 the duration of the Call.
- 9.4.10 Notwithstanding the provisions of clause 9.4.7, invoiced amounts shall, pending determination by the auditors pursuant to clause 9.4.7, be payable as follows -
- 9.4.10.1 if an amount in dispute represents less than 5% (five percent) of the total amount (excluding Taxes) of the tax invoice in question, the total invoiced amount shall be payable in full by the invoiced Party pending determination; and
- 9.4.10.2 if an amount in dispute represents 5% (five percent) or more of the total amount (excluding Taxes) of the tax invoice in question, such disputed amount shall be deemed not to be payable pending determination.

- 9.4.11 Each Party shall maintain, keep and retain, in an easily accessible form, for a period of 3 (three) years from the submission by it to the other Party of any tax invoice, accurate books of account and information contained in or on magnetic discs, tapes, documents or such other records (excluding call detail records), as may reasonably be required to enable such other Party to calculate or verify any amount payable by it in respect of such tax invoice.
- 9.4.12 Each Party shall from time to time permit the other Party's independent auditors during normal business hours at reasonable times, and accompanied by an authorised representative of the first-mentioned Party, upon at least 30 (thirty) days written notice, to inspect the billing and accounting apparatus and equipment owned or controlled by such Party to the extent reasonably necessary to satisfy itself that such Party is not in breach of any of its obligations in terms of this clause 9; provided that -
- 9.4.12.1 any such inspection shall be conducted in such a way as to cause a minimum of inconvenience to the activities of the Party being inspected;
- 9.4.12.2 any such inspection shall not interfere with the provision of Services to customers, subscribers and/or end users of the Party being inspected; and
- 9.4.12.3 the Party whose apparatus or equipment is being inspected shall take whatever steps are reasonably necessary to facilitate the conduct by the other Party of a thorough and speedy investigation; and
- 9.4.12.4 any such inspection shall only be undertaken in respect of a Party where there are reasonable grounds for believing that a Party is in breach of any of its obligations under this clause 9.
- 9.4.13 The Party who conducts an inspection in terms clause 9.4.12 shall be responsible and liable for all costs associated with such inspection.
- 9.4.14 Notwithstanding any dispute between the Parties as to any payment, the Parties shall, throughout the term of this Agreement, remain obliged to observe and perform their obligations in terms of this Agreement.
- 9.4.15 It is recorded that the failure of a Party to collect any amount owing to it by its customers, subscribers and/or end users for any reason whatsoever, will in no way affect such Party's payment obligations to the other Party in terms of this Agreement.

10 GUARANTEE AND MINIMUM TRAFFIC COMMITMENT

- 10.1 Should Neotel at any time so require, [●] shall provide Neotel with an unconditional bank guarantee as security for the due fulfilment by [●] of its obligations under this Agreement. The guarantee shall be –
- 10.1.1 from a recognised financial institution which is registered in the Territory;
- 10.1.2 in an amount whichever is the greater of R200 000.00 (two hundred thousand rand) or the aggregate value of the amounts payable by [●] to Neotel over a 3 (three) month period; and
- 10.1.3 on terms and conditions which are acceptable to Neotel.
- 10.2 The guarantee referred to in clause 10.1 shall be furnished by [●] to Neotel within 20 (twenty) days of receipt of Neotel's written request to be furnished with such guarantee.
- 10.3 Where a guarantee has been furnished by [●] to Neotel in terms clause 10.1:
- 10.3.1 Neotel shall be entitled, at any time, and on good cause shown, in the event that the amounts used to calculate the value of the guarantee required in clause 10.1.2 increase by more than 15% (fifteen percent), or there is a material change in the financial status of [●], to demand a proportionate increase in the amount of the bank guarantee on 30 (thirty) days' written notice. The provisions of clause 10.1 shall apply mutatis mutandis to any increase in an existing guarantee; and
- 10.3.2 [●] shall be entitled, at any time, and on good cause shown, to request a proportionate decrease in the amount of the bank guarantee on 30 (thirty) days' written notice. The provisions of clause 10.1 shall apply mutatis mutandis to any decrease in an existing guarantee.

- 10.4 The Parties record that this clause 10 constitutes a material term to this Agreement. Any failure on the part of [●] to provide Neotel with a guarantee as contemplated in clause 10.1 shall constitute a material breach of this Agreement.
- 10.5 The guarantee provided by [●] in terms of this clause 10 shall be supplementary to and not in substitution of any payment obligation of [●].
- 10.6 [●] shall ensure that for the duration of this Agreement, it sends interconnect traffic to be terminated by Neotel over the agreed POI's and which traffic at a minimum is not less than R30 000.00 (thirty thousand rand) in value per month ("the minimum traffic commitment"). In the event that the traffic terminated by Neotel on a monthly basis does not exceed the minimum traffic commitment, Neotel shall be entitled to charge [●] R30 000.00 (thirty thousand rand) per month from the Accounting Period until such time as the minimum traffic commitment is exceeded.

11 CALLING LINE IDENTIFICATION

- 11.1 Subject to the other provisions of this 10.6 and upon request of the other Party, the Parties agree to forward calling line identification ("**CLI**") to each other across the POIs, irrespective of whether or not the CLI has been restricted for the forwarding thereof to other end-users but provided that such forwarding is feasible, technically or otherwise.
- 11.2 Where CLI has been restricted by an end-user, the forwarding thereof shall be –
- 11.2.1 forwarded to the other Party in a restricted mode; and
- 11.2.2 utilised by the other Party for internal technical and lawful interception purposes only.
- 11.3 Where the forwarding of CLI has been restricted by the end-user and this restriction has been correctly communicated to the other Party, the Party receiving such CLI shall under no circumstances permit or enable in any way such CLI to be forwarded and/or presented on any terminal equipment within its System and shall, in addition, not make available such CLI to any third party. For the purposes of this clause 11.3, a "third party" shall include end-users' and parties operating or providing services on that Party's System (i.e. information service providers, agents, subcontractors and service providers, their employees and representatives).
- 11.4 Should either Party allow the forwarding of CLI in contravention of the provisions of clauses 11.1 and 11.3, and fail to cease such practice within 2 (two) days of receipt from the other Party of a written demand for it to do so, the offending Party shall be in breach of this Agreement.
- 11.5 The Parties shall not amend or manipulate the A number as presented to each other in respect of any Calls crossing a POI. A breach of this clause 11.4 shall constitute a material breach of this Agreement.

12 NEW OR EXISTING SERVICES

- 12.1 If either Party wishes to offer or acquire access to any new or existing services accessible through Interconnection and not contemplated in this Agreement to or from the other Party, it may notify the other Party in writing of its offer or request (as the case may be).
- 12.2 Upon receipt of a notice in terms of clause 12.1, the Parties shall meet and negotiate in good faith in an attempt to reach agreement in writing on the terms and conditions which will govern access to the offered or requested new or existing service and where applicable on the amendments to be made to this Agreement in order to cater for the provision of the new or existing service in terms of this Agreement.

13 PROTECTION OF THE SYSTEMS

- 13.1 Neither Party shall do or permit to be done or omit or permit the omission of anything in relation to its System that may reasonably be expected to -
- 13.1.1 cause any damage to the System operated by the other Party; or
- 13.1.2 materially interfere, in any way whatsoever, with the proper and normal operation of the other Party's System.

13.2 The provisions of this clause 13 shall in no way be interpreted so as to derogate from the generality of the provisions under clause 25.

14 DATA PRIVACY AND PROTECTION

14.1 Each of the Parties hereby consent to the Processing by the other Party of its Personal Information and any other information that such Party may provide for any purpose under the terms of this Agreement.

14.2 Either Party may collect Personal Information from and disclose Personal Information to other service providers of such Party, including credit bureaux (in order to perform credit and background checks), banks (to process transactions), research companies (that assist such Party to understand market trends), and collection agencies (for the collection of outstanding accounts). The Parties consent to the collection and/or disclosure of its Personal Information for these purposes.

14.3 Either Party may, from time to time, store, transfer and Process Personal Information in and to countries outside of the Republic of South Africa. Such Party shall take all reasonable steps necessary to ensure that any Personal Information transferred outside of the Republic of South Africa is protected and is Processed as required by the POPI Act and the applicable data protection laws in that country. By submitting its Personal Information, each Party consents to the transfer, processing or storage of its Personal Information outside of the Republic of South Africa.

14.4 Each of the Parties shall-

14.4.1 use its best efforts to keep Personal Information of the other Party confidential and shall not disclose any Personal Information to any other person except as required by law, save to the extent set out herein;

14.4.2 utilise reasonable technical and organisational measures in accordance with best industry practice for the purpose of complying with its obligations in terms of clause 14.4.1;

14.4.3 at all times strictly comply with the POPI Act and other applicable laws, regulation or code relating to data protection in South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa in the provision of the Services; and

14.4.4 not, at any time copy, compile, collect, collate, Process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than complying with the terms of this Agreement other than with the express prior written consent of the other Party.

14.5 The Parties record that all Data, in whatever form, is the Intellectual Property of the disclosing Party. Accordingly, the disclosing Party retains all right, title and interest in and to the Data.

14.6 The disclosing Party acknowledges that it is primarily responsible for complying with any data protection obligations imposed in terms of any law, including the common law, and shall obtain any consents necessary for the disclosure of Personal Information to the other Party for the purposes of this Agreement.

14.7 The disclosing Party shall separate any Personal Information from any other Data provided to the other Party for the purpose of providing the Service and shall designate the Personal Information as such before disclosing or otherwise making it available.

14.8 The disclosing Party shall immediately notify the other Party if there is any change to its Personal Information, or to correct any errors in the disclosing Party's account or information. The disclosing Party may at any time request access to, rectification or deletion of, its Personal Information held by other Party.

14.9 A Party is entitled to withdraw its consent to the Processing of its Personal Information by giving written notice to the other Party together with the grounds therefor; provided that the lawfulness of the Processing of Personal Information before such withdrawal will not be affected or the withdrawal will not affect any Processing that:

14.9.1 is necessary to carry out actions for the conclusion or performance under any agreement between the Parties;

14.9.2 complies with an obligation imposed by law on Neotel;

14.9.3 protects a legitimate interest of such Party; or

- 14.9.4 is necessary for pursuing the legitimate interests of a Party or a third party to whom the Personal Information is supplied.
- 14.10 A Party is entitled to:
- 14.10.1 object, by written notice to the other Party, to the Processing of its Personal Information on reasonable grounds, unless legislation provides for such Processing;
- 14.10.2 lodge a complaint to the Information Regulator, established or to be established in terms of the POPI Act, regarding the alleged unlawful processing of the its personal information. The Information Regulator's contact details will be published in the Government Gazette and/or by the Information Regulator, once it is established.

15 FAULT REPORTING AND RESOLUTION

- 15.1 The Parties shall provide to each other the operations and maintenance services set out more fully in Annexure "D" for the purpose of enabling them to report any fault in, breakdown of or problem in respect of their Systems. Where such fault, breakdown or problem pertains to the Interconnection of the Party's respective Systems or to the POILs used by the Parties for Interconnection, the Parties shall as soon as they become aware thereof follow the fault reporting procedures set out in Annexure "D".
- 15.2 The Parties shall co-operate fully with one another in the development of any required further procedures for the testing and clearing of faults occurring between their respective Systems.

16 SAFETY

- 16.1 The Parties shall, at their own cost and expense, take whatever steps are necessary to procure that the fulfilment of their respective obligations and the exercise of their respective rights in terms of this Agreement will not endanger the health and safety of the other Party including, without limitation, the other Party's Staff, subscribers, customers and/or end users and in this respect each Party shall be responsible for the safe operation of the equipment comprising such Party's System on its side of any Point of Interconnection.
- 16.2 Each Party hereby indemnifies and holds harmless the other Party, its Affiliates and Staff against any loss or harm howsoever caused by the Indemnitor and its Staff to the Indemnitee and its Staff pursuant to the fulfilment of the Indemnitor's obligations to the Indemnitee in terms of clause 16.1.
- 16.3 Fraud Prevention
- 16.3.1 Each Party is responsible for implementing suitable fraud screening mechanisms to assist in the detection and prevention of fraudulent Call activity. In the event that either Party discovers (or reasonably believes) that fraudulent or unauthorized Calls are being made on its System, that Party may take immediate action (without prior notice to the other Party) that is reasonably necessary to prevent such fraudulent or unauthorized Calls from taking place, including without limitation, suspending or terminating service from suspected sources of the fraudulent Calls.
- 16.3.2 Regardless of whether or not the fraud had been previously detected, each Party will remain liable for, and will indemnify and hold the other Party harmless from, all costs, expenses, claims or actions arising from fraudulent or unauthorized Calls originated on its System. The Originating Party must still pay the Receiving Party for any Calls that the Originating Party sent for which it is unable to collect from its subscriber/customer because of fraudulent or unauthorized Calls.
- 16.3.3 In case of actual or suspected fraud, either Party shall have the right to block the Number/s on which the potential fraud may have occurred.
- 16.4 If either Party discovers the occurrence of "traffic looping" (spikes in System usage resulting from the Originating Party routing Calls that it got from the Receiving Party back to the Receiving Party), it will promptly notify the other Party, and both Parties will work diligently and in good faith to identify the source of the problem and correct it as soon as possible.

17 NUMBERING

- 17.1 Each Party shall provide to the other Party a detailed list of approved numbering that has been allocated to that Party by ICASA.
- 17.2 Should either Party's numbering be amended by the Authority, such Party shall provide the other Party with written notice of such amendment at least 30 (thirty) days prior to the implementation of such amendment.

18 REGULATORY REQUIREMENTS

- 18.1 The Parties undertake to and in favour of one another that they are and will remain for the duration of this Agreement, cognisant of any relevant legislative or regulatory provisions that as of the Effective Date impact upon the provision of Interconnection in terms of this Agreement.
- 18.2 The Parties shall as soon as reasonably possible in the circumstances identify and notify each other of any relevant changes in law, legislative enactments and regulatory requirements that may relate to the provisions of this Agreement or which may impact on the Parties respective rights and obligations under this Agreement. The Parties shall co-operate to identify the impact of such changes on this Agreement and on their respective rights and obligations under the Agreement. Where any changes in law, legislative enactments and regulatory requirements impact on the provisions of this Agreement or on the Parties respective rights and obligations under this Agreement, the Parties shall immediately meet to review and amend the Agreement in alignment with such changes.
- 18.3 Each Party shall for the duration of this Agreement remain responsible for communications with and participation in any governmental or regulatory body having jurisdiction over that Party, or any industry body in which a Party participates. The Parties shall consult with one another regarding such matters to the extent the Parties deem appropriate, and each Party shall make itself available for such consultation as reasonably required by the other Party.

19 OPERATIONAL LIAISON

- 19.1 The Parties shall co-operate and consult with one another in good faith regarding the operation and implementation of this Agreement and shall use their best endeavours to resolve any difficulties that may arise in relation thereto.
- 19.2 In the implementation of clause 19.1, it is recorded that the Parties have each nominated the representatives detailed in Annexure "D". Such representatives shall jointly be responsible for overseeing the day-to-day practical implementation of this Agreement including, without limitation, matters pertaining to numbering, physical and electrical interface(s), provisioning (including commissioning), transmission, synchronisation, signalling, maintenance, call accounting, augmentation of capacity, prevention of fraud, malicious call tracing, new or modified features and services (including time-scales for implementation) and any other technical or operational matter that may arise from time to time.

20 INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.

21 CONFIDENTIALITY

- 21.1 Subject to clauses 21.2 to 21.4, each Party must:
- 21.1.1 protect the Confidential Information in the manner, and with the endeavour of a reasonable person protecting his own Confidential Information;
- 21.1.2 use the Disclosing Party's Confidential Information only for the purposes of this Agreement;
- 21.1.3 to take all practical steps, both before and after disclosure, to impress upon its employees who are given access to the Confidential Information the secret and confidential nature thereof; and
- 21.1.4 not make any Announcement or issue press releases about the Agreement or the transactions related to it without the approval of the other Party.

- 21.2 Clause 21.1.1 does not apply to Confidential Information that is in the public domain other than such Confidential Information that has entered the public domain as a result of a breach of this Agreement or any other obligation of confidence.
- 21.3 A Receiving Party may disclose the Confidential Information of the Disclosing Party if that disclosure is to the employees, contractors or professional advisers of the Receiving Party or its affiliates who have a need to know that information in relation to provision of Interconnection services and who have agreed to keep it confidential.
- 21.4 A Party may disclose Confidential Information of the Disclosing Party or make an Announcement that is required in accordance with any applicable law provided that the Receiving Party has consulted with the Disclosing Party prior to making such disclosure and provided that the disclosure is confined to that which is absolutely necessary in terms of such legal duty and/or order.
- 21.5 The Parties acknowledge and agree that, for the purposes of Section 64(1) of the Promotion of Access to Information Act, No. 2 of 2000, the Confidential Information is provided in confidence by the Parties.

22 FORCE MAJEURE

- 22.1 A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that:
- 22.1.1 such failure was due to an impediment beyond its reasonable control;
- 22.1.2 it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and
- 22.1.3 it could not reasonable have avoided or overcome the impediment or at least its effects and, for purposes of this clause 22, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely:
- 22.1.3.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;
- 22.1.3.2 natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning;
- 22.1.3.3 acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk; and
- 22.1.3.4 acts and omissions of any other electronic communications provider or any utility provider.
- 22.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than thirty (30) consecutive days, the other Party shall be entitled to terminate this Agreement by written notice to the Party seeking relief.

23 TERMINATION

- 23.1 Termination for convenience
Either Party shall be entitled to terminate the Agreement by providing the other Party with sixty (60) days prior written notice to that effect.
- 23.2 Termination for cause
- 23.2.1 Without prejudice to any rights and remedies that may have accrued, either Party may terminate this Agreement with immediate effect upon written notice if the other Party:
- 23.2.1.1 ceases to trade (either in whole, or as to any part involved in the performance of this Agreement);
- 23.2.1.2 becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business; or

- 23.2.1.3 makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, is unable to pay its debts under any applicable law relating to bankruptcy or the relief of debtors.
- 23.2.2 Notwithstanding the foregoing, in the event that the Customer is entitled to terminate this Agreement in accordance with clause 23.2.1 and a lender of Neotel requires assignment of this Agreement pursuant to clause 33.2, the Customer may only exercise its right of termination pursuant to clause 23.2.1 if that lender has not (i) affected such assignment, and (ii) assumed all obligations of the Company under this Agreement within the time period set out in clause 23.2.1 from the date that the relevant notice given by the Customer is received by Neotel.

23.3 Breach

Either Party shall be entitled to terminate this Agreement in the event of the other Party committing a material breach of any of the terms of the Agreement and failing to remedy such breach within a period of 30 (thirty) days after receipt of written notice drawing its attention to the breach and demanding that it be remedied.

24 INDEMNITIES

- 24.1 Each Party hereby indemnifies and holds harmless the other Party and its officers, directors, Staff, successors, and assigns, from any and all Losses arising from or in connection with -
- 24.1.1 the death or bodily injury of any Staff, client, business invitee, or business visitor or other person caused by the Indemnitor;
- 24.1.2 the damage, loss or destruction of any real or tangible personal property of any Staff, client, business invitee, or business visitor or other person caused by the Indemnitor;
- 24.1.3 any claim by any subscriber against the Indemnitee resulting from an act or omission of the Indemnitor in its capacity as a provider of Services to such subscriber; and
- 24.1.4 any claim by any Staff, client, business invitee, or business visitor or other person against the Indemnitee but resulting from an act or omission of the Indemnitor in its capacity as an employer of any person.
- 24.2 Neither Party shall be obliged to indemnify the other Party in terms of this clause 23 to the extent that the Losses suffered or sustained by the other Party results from a breach by such other Party of its obligations in terms of this Agreement.
- 24.3 The provisions of this clause 23 are subject to the limitations set out in clause 25.

25 LIMITATION OF LIABILITY

- 25.1 The Parties agree that any liability to the other Party for Losses hereunder shall be limited to direct damages.
- 25.2 Without in any way limiting or derogating from the provisions of clause 25.1 above, the Parties agree that the total amount of either Party's liability arising out of the performance of its obligations under and in terms of this Agreement and whether in contract, delict, breach of statutory duty or otherwise, shall be limited to the aggregate fees payable by the other Party under this Agreement in respect of a 12 (twelve) month period.
- 25.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that they shall not under any circumstances be liable to one another for any Losses which are regarded in law as indirect, special, incidental, consequential, punitive or exemplary damages and which damages arise out of or in connection with this Agreement.

26 GENERAL WARRANTIES

- 26.1 Each of the Parties hereby warrants to and in favour of the other that –
- 26.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;

- 26.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 26.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
 - 26.1.3.1 contravene any law or regulation to which that Party is subject;
 - 26.1.3.2 contravene any provision of that Party's constitutional documents; or
 - 26.1.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.
- 26.2 Each of the representations and warranties given by the Parties in terms of clause 26.1, shall –
 - 26.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
 - 26.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
 - 26.2.3 *prime facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

27 DISPUTE RESOLUTION

- 27.1 In the event of any dispute arising between the Parties under this Agreement, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which may include the respective CEO's or their nominees) of the Parties within thirty (30) days of a Party giving the other Party notice of the issue in dispute.
- 27.2 Any dispute which cannot be resolved by the Parties within the thirty (30) day period, as provided in this clause 27 shall be resolved by arbitration in the English language by a single arbitrator appointed by the Arbitration Foundation of South Africa and in accordance with the Rules of the Arbitration Foundation of South Africa.
- 27.3 Notwithstanding the provisions of this clause 27, either Party shall have the right to seek relief by way of interim relief from any court of competent jurisdiction.
- 27.4 Any arbitration in terms of this clause 27 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 27.5 This clause 27 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

28 NOTICES AND DOMICILIA

- 28.1 Each of the Parties choose as their domicilia citandi et executandi (domicilium) for the purposes of giving any notice, the serving of any process or for any other purpose arising from this Agreement at:

Name

Neotel

Physical Address

Neovate Office Park
 401 Old Pretoria Main Road
 Midrand
 Johannesburg
 South Africa

For Legal Notices: For the attention of the General Manager - Legal and Contracts

For other notices: For the attention of the General Manager – Wholesale Voice

<u>Name</u>	<u>Physical Address</u>
Customer	[•]
	[•]
	[•]

Marked for the attention of: [•]

- 28.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 28.3 Any notice given and any payment made by any Party to the other which:
- 28.3.1 is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;
- 28.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the Addressee on the eighth day after the date of posting.
- 28.4 Any communication required to be in writing in terms of this Agreement shall only be valid if either written or printed in a paper based form. No data message (as defined in the Electronic Communications and Transactions Act 25 of 2002), including an email, SMS and recorded voice message, sent by either party shall amend this Agreement or the rights and duties of the Parties in any manner, unless such a data message is reduced to paper and signed by the Parties.
- 28.5 Data messages (as defined above) sent by either Party to the other shall be deemed to be received by the receiving Party only when the receiving Party responds thereto, and for the purpose of this clause an auto-response shall not be a response by the receiving Party.

29 RELATIONSHIP OF THE PARTIES

- 29.1 The relationship of the Parties in terms of this Agreement shall be that of independent contractors. No partnership or joint venture is created hereby. Neither Party shall be entitled to bind the credit of the other. Save as contemplated herein -
- 29.1.1 this Agreement does not constitute either Party as the legal representative, employee or servant of the other;
- 29.1.2 this Agreement does not constitute the employees of either Party as being the employees of the other; and
- 29.1.3 neither Party shall have the authority to assume any obligation of any kind on behalf of the other or to bind or commit the other Party in any way.
- 29.2 This Agreement is entered into solely between and may be enforced only by Neotel and [•] and this Agreement shall not be deemed to create any rights in third parties, including suppliers, subscriber, end users and customers of a Party, or to create any obligations of a Party to any such third parties.

30 SUPPORT

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

31 APPLICABLE LAW AND JURISDICTION

- 31.1 The validity of this Agreement, its interpretation, respective rights and obligations of the Parties and all other matters arising out of it or its termination, for any reason whatsoever shall be determined in accordance with the laws of the Republic of South Africa.
- 31.2 Subject to clause 27, the Parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg of the High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

32 BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

33 CESSION AND ASSIGNMENT

- 33.1 Subject to clause 33.2 below, no rights, duties or liabilities under this Agreement may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 33.2 Notwithstanding the provisions of clause 33.1 above, Neotel is entitled to cede, transfer and make over its right, title and interest in and to any and all debts and receivables due and/or payable to Neotel under this Agreement, both future and present arising under this Agreement, as security or otherwise. [●] hereby recognises and consents to such cession and/or transfer (including any splitting of claims that may arise) and agrees that the prohibitions of clause 33.1 shall not apply to any such cession and/or transfer.

34 GENERAL

- 34.1 The Parties shall co-operate and consult with each other in good faith regarding the implementation of this Agreement with a view to achieving the aims and objectives of this Agreement.
- 34.2 No Party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this Agreement by reason of any Party having at any time granted an extension of time for, or having shown any indulgence to the other Parties with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other Parties.
- 34.3 Neither Party relies in entering into this Agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this Agreement as warranties or undertakings.
- 34.4 This Agreement,
- 34.4.1 together with all Schedules and other attachments referenced herein, constitutes the entire agreement between the parties on this subject and no variation, modification or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties;
- 34.4.2 supercedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement and shall be the terms governing the provision of all Services contracted for by the Customer, irrespective of the date upon which this agreement was concluded; and

- 34.4.3 may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 34.5 If any provision of this Agreement is construed to be illegal or invalid, the illegal or invalid provisions will be treated as being deleted from this Agreement and no longer incorporated, but all other provisions of this Agreement will continue to be binding on the Parties.
- 34.6 The validity of this Agreement, its interpretation, respective rights and obligations of the Parties and all other matters arising out of it or its termination, for any reason whatsoever shall be determined in accordance with the laws of the Republic of South Africa.
- 34.7 Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

Signed at:

Date:

For and on behalf of [●]

Signature

Name

I warrant that I have been duly authorised to sign this Agreement

Signed at:

Date:

For and on behalf of **Neotel**

Signature

Name

I warrant that I have been duly authorised to sign this Agreement

ANNEXURE A
POINTS OF INTERCONNECTION AND CAPACITY

1 NEOTEL ESTABLISHED POINTS OF INTERCONNECT

1.1 The Table below details Neotel's established POIs that will be made available to [●] from the Effective date:

A End Location Physical Address	Longitude (deg:min:sec)	Latitude (deg:min:sec)	B End Location Physical Address	Longitude (deg:min:sec)	Latitude (deg:min:sec)

2 POINTS OF INTERCONNECTION TO BE ESTABLISHED

2.1 The Table below details the route, the minimum capacity in terms of transmission links, capacity, signalling type, trunk group direction and estimated activation date of each initial POI to be established between the Parties.

3 ADDITIONAL POIS TO BE ESTABLISHED

3.1 The Table below details the route, capacity in terms of transmission systems, signalling type, trunk group direction and estimated activation date of further POIs to be established between the Parties. In principle, each of the further POIs will be established (in the order indicated) with the minimum transmission capacity as indicated, prior to the Parties increasing capacity on POIs already established.

A End Location Physical Address	Long. Deg Mins Secs	Lat Deg Mins Secs	B End Location Physical Address	Long. Deg Mins Secs	Lat Deg Mins Secs	POI Capacity	Signalling Type	Contracted service level for POILs	Estimated Activation Date

ANNEXURE B
SPECIFICATIONS AND PROCEDURES
PART 1 : TECHNICAL SPECIFICATION FOR VOIP INTERCONNECTION

4 INTRODUCTION

- 4.1 Part 1 of this Annexure "B" details the technical specifications and standards which will be applicable to the Interconnection of each Parties respective System for the provision of Voice over Internet Protocol Services ("VoIP").
- 4.2 Part 2 of this Annexure "B" details the technical specifications and standards which will be applicable to the Interconnection of each Parties respective System for the provision of telecommunications services.
- 4.3 Part 3 of this Annexure "B" details the general procedures to be adhered to by the Parties in terms of this Agreement.

5 MEDIA TRANSPORT PROTOCOL

UDP (User Datagram Protocol) is the IP transport protocol that Neotel has standardised on and [●] shall use UDP for media traffic.

6 MEDIA PROTOCOL

RTP (Real-Time Protocol) is the media protocol that Neotel has standardised on and [●] shall use RTP for media traffic.

7 SIGNALING PROTOCOL

- 7.1 **SIP** (Session Initiation Protocol) is the signalling protocol that Neotel has standardised and [●] shall use SIP to control the voice traffic.
- 7.2 Neotel's SIP implementation conforms to **RFC 3261**, but due to the fact that a SIP standard has not been ratified yet, interoperability cannot be guaranteed.

8 VOICE CODEC

- 8.1 **G.729a** is the codec that Neotel has standardised for the conveyance of VoIP Calls and [●] shall use G.729a to ensure voice quality, unless the Parties agree in writing to use an alternative codec.
- 8.2 Neotel conforms to the **ITU-T G.729a** speech codec specification.
- 8.3 Neotel will support **G.711 A-law** as an alternate codec, but **G.711 requires 96 kbps** per voice channel on the Neotel network, thus resulting in a higher demand for overall bandwidth.
- 8.4 Neotel conforms to the **ITU-T G.711 A-law** speech codec specification.

9 FAX SUPPORT

- 9.1 **T.38** is the codec that Neotel has standardised for fax transmission and [●] undertakes to use T.38 to ensure fax quality and interoperability, unless the Parties agree in writing to use an alternative codec.
- 9.2 Neotel conforms to the **ITU-T T.38** real-time Group 3 facsimile communication over IP networks specification.

10 IP ADDRESSING

Public or private IP addressing is used for VoIP Interconnection and for VoIP Interconnection and these shall be provided at the time of implementation. The public IP addresses must be provided by [●] to Neotel to terminate the VLAN on the Neotel SBC (Session Border Controller).

11 VLAN

Neotel would provide the VLAN and share the VLAN information at the time of implementation.

12 POINTS OF INTERCONNECT

Points of Interconnect will reside at a Neotel Point of Presence ("POP") for VoIP providers that want to interconnect with Neotel. Currently Neotel has VoIP POP's in -

12.1 Johannesburg;

12.2 Cape Town; and

12.3 Durban.

13 SECURITY

13.1 All interconnect signalling (SIP) and voice traffic (RTP) shall originate or terminate, as applicable, on Neotel SBC (Session Border Controller).

13.2 By default encryption shall not be implemented.

14 COMPLIANCE

14.1 The key to the optimal provision of VoIP services is interoperability via standardisation and the adherence to conventions.

14.2 In order to provide a world class service and efficiencies in respect of VoIP Interconnection, the Parties shall comply with the technical specifications and standards detailed in Part 1 of this Annexure "B".

14.3 Due to the fact that the SIP protocol has not yet been ratified as a standard, interoperability cannot be guaranteed and may be subjected to interoperability testing with Neotel prior to implementing the service. This would be applicable in the case where [●] uses equipment that has not yet been tested for interoperability by Neotel.

14.4 It is acknowledged and agreed by the Parties that incomplete information will lead to implementation delays and [●] shall ensure that it complies with all aspects of Part 1 of this Annexure "B" in order to ensure that such delays are minimised.

PART 2: TECHNICAL SPECIFICATION FOR [●] INTERCONNECTION

INSERT TECHNICAL DIAGRAM

PART 3: INTERCONNECTION PROCEDURES

15 PROVISIONING PROCEDURE

15.1 Commissioning of Point of Interconnection Links

All Point of Interconnection Links shall prior to commissioning be tested in accordance with the appropriate test specification for the signalling system employed.

15.2 Signalling and Media address allocation

The Parties shall liaise with each other regarding the allocation of signalling and media addresses necessary for the interconnection of the Systems if it is applicable to the Interconnection method.

15.3 Signalling Point Code Allocations

The Parties shall liaise with each other regarding the allocation of Signalling Point Codes (SPCs) necessary for the Interconnection of their respective Systems if it is applicable to the Interconnection method.

16 GRADE AND QUALITY OF SERVICE

16.1 In order to ensure system performance compatibility, the grade of service of both of the Systems, as seen from the interface between the 2 (two), shall be planned so as to give an average (calculated over a period of a week) probability that not more than 3% (three percent) of Call attempts encounter congestion.

16.2 Routes carrying traffic between the Systems in either or both directions shall be designed to operate at a busy hour grade of service of 0.008 subject to the route dimension giving a grade of service of 0.02 at 10% (ten percent) traffic overload and a grade of service of 0.05 at 20% (twenty percent) overload. Only under extreme failure conditions should the Systems not process all of the Calls offered. Sequential circuit selection mechanism will be employed on bothway routes. The direction of the selection process at either end of the link will be determined by agreement between the Parties.

16.3 The parameters in the table below are intended to be the objectives for circumstances where all circuits forming a traffic route between the 2 (two) Systems are available to carry traffic.

Performance parameter	Direction	Originating Network (info only)	Interconnection Route (agreed objective)	Terminating Network (info only)
Mean busy hour blocking probability	Neotel to [●]	0.03	0.008	0.03
	[●] to Neotel	0.03	0.008	0.03
Probability of Call failure due to network equipment malfunction (excluding premature release)	Neotel to [●]	0.002		0.002
	[●] to Neotel	0.002		0.002
Probability of Call failure due to premature release caused by network equipment malfunction.	Neotel to [●]	0.02		0.02
	[●] to Neotel	0.02		0.02

ANNEXURE C

ROUTING AND NUMBERING FOR POINTS OF INTERCONNECTION

17 ROUTING PRINCIPLES

17.1 Normal Conditions

The Parties shall forecast traffic flow for normal traffic conditions.

17.2 Abnormal Conditions

The re-routing of traffic under abnormal conditions will be in accordance with the alternate routing indicated in the routing tables supplied by the Parties to each other from time to time. The Parties shall inform each other of all re-routing of traffic where normal routes are unavailable. Where only a portion of a route is unavailable, the Parties should continue to route traffic to the remaining portion of that route before re-routing traffic to alternative routes. In the event of the available capacity on the designated alternative routes being insufficient to handle the overflow traffic, the Parties shall agree the manner in which overflow traffic is routed through their Electronic Communication Systems over alternative POI. The pre-defined prescribed arrangements and details of the information to be handed over in respect of abnormal traffic conditions will be encompassed in a document to be drawn up at the Operation and Maintenance meetings provided for in clause 5.3 Annexure "D". In the event that the pre-defined routing arrangements for abnormal traffic conditions cannot be implemented, due to exceptional circumstances, details of the alternative arrangements that are to be implemented must be supplied.

17.3 Route Diversity and Security Arrangements

17.3.1 In order to ensure reliability, POILs must be provisioned over physically diverse transmission paths where such diversity exists. Any deviation from this rule shall be agreed to in writing by the Parties.

17.3.2 All transmission links carrying Interconnection traffic between the Parties shall be clearly marked in the Parties' respective switching and transmission equipment rooms so as to prevent any unnecessary maintenance activities.

18 NUMBERING

18.1 Domestic Calls

18.1.1 For all Domestic Calls, the POIs will be configured to forward pass the numbers in the format 27 NN X, E.164 format, where -

- "NN" is the national destination code allocated to and utilised by either Party; and
- "XX" can be any digit, i.e. any numeral from 0 to 9, and any number of digits.

18.1.2 All dialled digits, excluding leading "27", will be passed across the POIs.

18.2 International Incoming Calls

The POIs passing incoming international traffic will pass the numbers to the Terminating Party in the same format as is described in clause 2.1 of this Annexure "C", (i.e. 27 NN XX).

18.3 International Outgoing Calls

18.3.1 All numbers shall be presented in E.164 compliant format.

18.3.2 All dialled digits will be passed across the interface between the Parties' respective Systems.

18.4 Other Calls

Should the need arise for Calls other than those provided for in clauses 18.1 to 18.3 of this Annexure "C" to be passed across a POI, (i.e. traffic which merely transits one or both of the Parties' Systems), the Parties shall consult with each other and agree on the format of the numbers to be forwarded to each other across the POIs.

ANNEXURE D
OPERATION AND MAINTENANCE PROCEDURES RELEVANT TO THE INTERFACE
BETWEEN THE SYSTEMS

19 DEFINITIONS

For the purposes of this Annexure "D" -

- 19.1 **"Cataleptic Failure of Interconnection"** means a sudden failure, persisting for longer than 10 (ten) seconds, which is characterised by a complete inability to perform all required functions in respect of the Interconnection of the Parties respective Systems;
- 19.2 **"Interconnection Outages"** means a Cataleptic or Partial Failure of the Interconnection between the Parties respective Systems, whether planned or unplanned;
- 19.3 **"Partial Failure of Interconnection"** means any failure other than a Cataleptic Failure which affects more than 15% (fifteen percent) of the total number of ports (a port being the interface between the exchange equipment on the one hand and the service environment on the other hand).

20 INTERCONNECTION SERVICE DESK (ISD)

- 20.1 Due to it being essential that any problems or faults in respect of the Interconnection established between the Parties' respective System be rectified promptly and efficiently, each Party shall establish an Interconnection Service Desk ("**ISD**") by no later than the Effective Date to which all matters relevant to the proper functioning of the Interconnection (generally of a technical nature) are to be reported.
- 20.2 Each Party shall ensure that its ISD -
- 20.2.1 is staffed on a 24 (twenty four) hour basis and equipped with the necessary infrastructure to facilitate efficient communications between the Parties (ISD contact telephone numbers are to be contained in a separate document and are to be updated by the Parties as and when changes occur);
- 20.2.2 offers its full assistance to the other Party in respect of the restoration of Interconnection Outages and other faults;
- 20.2.3 it is responsible for processing reported Interconnection Outages and other faults using its own procedures;
- 20.2.4 it functions as the traffic controlling Party for the circuit on which it loads outgoing traffic; and
- 20.2.5 its ISD is used as the contact point for any inter-service assistance required.

21 FAULT HANDLING AND RECTIFICATION PROCEDURES

21.1 Unplanned Interconnection Outages

Upon detection of an unplanned Interconnection Outage, the ISDs shall immediately notify each other. At the time of notification, the Interconnection Outage could have ceased to exist or could still be persisting. In cases where the Interconnection Outage has ceased to exist, the ISDs will note the occurrence, duration and details of the failure. In cases where the Interconnection Outage is persisting, immediate action shall be taken to localise the fault causing the failure and to identify the Party responsible for clearing the fault. The ISDs shall thereafter and until full restoration of service inform each other every 30 (thirty) minutes, or at mutually agreed upon intervals, of the progress of the repairs. Once the Interconnection service has been fully restored the ISDs will note the Interconnection Outage duration and details of the failure.

21.2 Planned Interconnection Outages

Planned Interconnection Outages shall be kept to an absolute minimum and shall not be carried out during busy traffic times. The Party planning such an Interconnection Outage shall inform the other Party's ISD

5 (five) business days in advance (by mutual agreement this time scale may be reduced) and agree upon a suitable time and expected duration for such an Interconnection Outage. If the planned Interconnection Outage does not directly affect the other Party, such other Party's ISD shall nevertheless be informed of the planned time and duration of the Interconnection Outage. During a planned Interconnection Outage the responsible Party shall, at regular intervals and until full restoration of service, inform the other Party's ISD of the progress. Once the Interconnection service has been fully restored the ISDs will note the Interconnection Outage duration. If full service is not restored within the expected duration, the Interconnection Outage will be regarded as an unplanned Interconnection Outage (occasioned by a planned Interconnection Outage) and the procedure for dealing with unplanned Interconnection Outages will be followed.

22 MAINTENANCE PROCEDURES

22.1 Maintenance Methodology

It is accepted that certain scheduled and unscheduled maintenance activities will be performed by the Parties on all hardware and software items used to facilitate Interconnection between the Parties' respective Systems. Where such actions could affect the proper functioning of the Interconnection between their respective Electronic Communication Systems (i.e. when work is performed on a Party's critical centralised equipment, the other Party's ISD shall be informed accordingly). In the case of scheduled maintenance, the schedule of critical activities shall be made available to the other Party's ISD in advance. It will, however, not be necessary to inform such ISD of the completion of such activities. If the maintenance action results in a Cataleptic or Partial Failure of Interconnection, the procedure provided for in clause 3 shall be followed.

22.2 Routine Testing

The Parties shall supply each other with test numbers to be used for test Calls in order to do routine testing of the Interconnection circuits. Artificial traffic generators shall be used in such a way so as not to unduly load the POIs.

22.3 System and Circuit Identification

Each Party shall communicate to the other Party's generic system and circuit identification for mapping to its own generic system and circuit identification scheme.

22.4 Interconnection Circuit Utilisation Details

The Parties may, where required, exchange records of utilisation and Call connection performance over the Interconnection interface to ensure that the Interconnection service over such interface is maintained at satisfactory levels. Information regarding planned dates for route augmentation shall also be exchanged between the Parties whenever necessary.

22.5 Malicious Call Tracing

Authorised malicious call tracing may be requested by either of the Party's ISDs and the other Party shall give priority to such a request.

23 OTHER ISSUES

23.1 Escalation Procedure for Operational Matters

In all cases of Interconnection Outages or interaction between the Parties concerning operation and maintenance activities, the escalation procedure set out in clause 6 of this Annexure "D" shall apply, failing the resolution of which the matter shall be treated and resolved as a dispute in terms of clause 27 of the Agreement.

23.2 Software Upgrades/Modifications

23.2.1 To minimise the risk of interworking problems, upgrades to new software releases shall, prior to the introduction thereof into an active exchange, be tested at a test exchange. The Party wishing to introduce an upgrade shall give the other Party a minimum of 2 (two) weeks' written notice prior to the

commencement of testing, at which point the Parties may agree whether it will be necessary for the other Party to participate in such testing.

23.2.2 Unless otherwise agreed in writing between the Parties, a 7 (seven) day lapse is required between a software upgrade in any switch and the general release into the rest of the network.

23.2.3 Patches shall, prior to the introduction thereof into an active exchange, be tested at a test exchange. A controllable number of software patches should be activated in any 24 (twenty four) hour period on the same switching unit. All tests and introductions of patches shall be done between 00h00 and 06h00 or during such other low traffic periods as may be agreed by the Parties.

23.3 Operation and Maintenance Meetings

Whenever required, but not less frequently than every 6 (six) months, meetings shall be held between the ISDs in order to review the general performance of the Interconnection, information exchanges, the procedures provided for herein and/or any other relevant matters.

24 FAULT REPORTING AND ESCALATION PROCEDURE

24.1 For logging calls, queries and complaints with Neotel please call the customer service operations centre on **080 1111 636** (SA Only) or **+27 11 585 0652**.

24.2 Should a Service issue not be resolved and satisfactory feedback has not been given, the issue may be escalated to level 2 and 3 below.

SERVICE ISSUES		
CONTACT	PHONE	EMAIL
Level 0 Service Operations Centre (SOC)	+27 800 333-636	Wholesale.cs@neotel.co.za
Level 1 NOC Duty Manager Team Leader		nocsupport@neotel.co.za
Level 2 Snr Manager- Technical Support Centre		
Level 3 GM : Service Assurance		

FAULT CATEGORY			
PRIORITY	LEVEL 1 ESCALATION	LEVEL 2 ESCALATION	LEVEL 3 ESCALATION
1. Critical / Emergency	Immediate	Immediate	Immediate
2. Major	Immediate	2 Hours	4 Hours
3. Medium	2 Hours	4 Hours	6 Hours
4. Minor	12 Hours	24 Hours	48 Hours

24.3 The contact details set out above are as at the Effective Date and [●] will be notified in writing as any updates as and when changes occur.

25 ACCOUNT MANAGEMENT

- 25.1 Each Party shall designate a single individual to whom all communications regarding this Agreement will be addressed ("**Account Manager**"). The names of the Account Managers shall be communicated by the Parties to each other in writing. Without in any manner detracting from the responsibilities or the duties of the Account Managers, any reference to either Party's Account Manager may include a reference to nominees of the Account Manager appointed by the respective Parties in writing.
- 25.2 Either Party may replace the individuals appointed by them as Account Managers from time to time upon 5 (five) days prior written notice to the other Party and without having to effect an amendment to this Agreement, provided that the other Party has no reasonable objections to such replacement. Any written notices given in terms of this clause 7.2 shall be addressed by the appointing Party's Account Manager to the other Party's Account Manager.
- 25.3 Complaints of any nature arising out of this Agreement should be directed to the relevant Party's Account Manager.
- 25.4 The Parties shall procure that their respective Account Managers shall -
- 25.4.1 meet on a fortnightly basis to review the relationship and each Party's performance of its respective obligations under this Agreement; and
- 25.4.2 be responsible for conducting scheduled quarterly and such other ad hoc meetings concerning, amongst other things, performance, long-range planning and Interconnection objectives.
- 25.5 The Parties acknowledge that it is their joint responsibility to ensure that all meetings scheduled in terms of clause 7.4 are properly convened, meticulously attended by the appropriate level of staff and contributed to in such a manner as to ensure that the meetings are conducted in a purposeful and productive manner.

26 SERVICE LEVELS

Service Levels Type	Parameters	Network Redundancy		Building Entry	
	Availability	Local	Core	Single	Dual
Economy	99.0%	No	Yes	Yes	No
Business	99.5%	Yes	Yes	No	Yes
Premium	Customer Specific Solution				

**ANNEXURE E
FEES**

27 GENERAL

This Annexure sets out the Fees payable by the Parties to one another for the conveyance of Calls.

28 TERMINATION RATES

28.1 Calls originating on [●]'s System and terminating on Neotel's System

ALPHA CODE	Use	Applicable number range	Time Period	Rate Group	Termination rate (excluding VAT)

28.2 Calls originating on Neotel's System and terminating on [●]'s System

ALPHA CODE	Use	Applicable number range	Time Period	Rate Group	Termination rate (excluding VAT)

29 TRANSIT RATES

- 29.1 Calls originating on [●]'s System and Transiting Neotel's System shall be as per Transit Rates sent from Neotel to [●] from time to time in accordance with clause 4 below.
- 29.2 Calls originating on Neotel's System and Transiting [●]'s System shall be as per the Transit Rates sent from [●] to Neotel from time to time in accordance with clause 4 below.

30 RATE CHANGE NOTIFICATIONS

30.1 Please select one of the following:

30.1.1 The only binding sender(s) of [●] Rates to Neotel are any of the following [●] email addresses:

Email address (es)	Name	For NEOTEL CMS ID#

Alternatively:

- 30.1.2 Any email address from the [●] domain _____ is a valid sender of rates and codes to Neotel for CMS ID _____.
- 30.1.3 Anything in the Agreement to the contrary notwithstanding, if [●] cannot communicate Rates as set forth above, [●] should contact the following addressee to discuss and resolve the issue:

Contact Name	Email address	Phone
Stephanie Bandura	Stephanie.Bandura@tatacommunications.com and rateadmin@proof.tatacommunications.com	+1-732-888-6888

30.2 Rates sent by [●] to Neotel should be sent to rateadmin@proof.tatacommunications.com.

30.3 The only binding recipient(s) of **Rates from Neotel** are any of the following email addresses (not all):

Email address(es)	Name

30.4 Anything in the Agreement to the contrary notwithstanding, if Neotel cannot communicate Rates as set forth above, Neotel should contact the following addressee to discuss and resolve the issue:

Contact Name	Company	Address	Email address	Phone

30.5 Neotel may send “courtesy copies” to the following emails. [●] acknowledges that failure to provide notice to these contact(s) shall not be deemed as a failure to provide rate change notice:

Email address(es)	Name

30.6 Either Party may change its address referred in in clause 30.1 to 30.5 above by written notice to the other Party to that effect in accordance with clause 28 of the Agreement. Such change of address will be effective 5 (five) business days after receipt of the notice of the change in the format approved by Neotel.

ANNEXURE F

MANAGEMENT OF ABNORMALITIES

31 DEFINITION OF ABNORMALITY

An abnormality, for the purposes of this Agreement shall be a situation where traffic passed between the Systems of the Parties is not of a normal nature in the context of acceptable use parameters for the POILs. Such traffic shall include Denial of Services (DoS) attacks, unacceptable limits of SPAM, the transfer and conveyance of viruses and phishing that impacts on the existing Service(s).

32 AVOIDANCE OF ABNORMALITIES

- 32.1 Each Party will use commercially reasonable efforts to ensure that no abnormality or similar items are coded or introduced into their Systems. In the event that an abnormality is detected, the Party who identifies an abnormality shall be entitled to request the other Party to use commercially reasonable endeavours to assist such Party, at no additional charge, to reduce the effects of the abnormality and, if the abnormality causes a loss of operational efficiency or loss of data, to mitigate and restore such losses.
- 32.2 No Party will be held responsible for any service failures attributable to an abnormality (other than an abnormality it knowingly or negligently created or caused to be created) to the extent that such Party establishes to the reasonable satisfaction of the other Party, that –
- 32.2.1 such abnormality was already present in the other Party's System prior to the Effective Date; and
- 32.2.2 such Party could not have been expected to have detected such abnormality in the ordinary course of the performance of its obligations under this Agreement.
- 32.3 Each Party shall proactively identify any performance characteristics different from the daily traffic patterns, which may indicate the presence of abnormalities in their respective Systems through the incident management procedures set out in clause 33 of this Annexure "F".

33 INCIDENT MANAGEMENT PROCEDURES

- 33.1 Each Party will use commercially reasonable efforts to ensure that its System is free from any abnormalities and to prevent abnormalities from entering its System and the other Party's System.
- 33.2 The Parties will endeavour to work together in the event of an abnormality in order to eradicate the abnormality and to protect their Systems from the effects of such an abnormality.
- 33.3 The nominated security representatives of the Parties will use commercially reasonable endeavours to co-operate in sharing information regarding information security matters and where possible, will co-operate with each other in isolating and preventing unauthorised or fraudulent use of the POILs.
- 33.4 Each Party will provide the other Party with the names and mobile phone numbers of one or more individuals who will serve as points of contact for urgent security concerns.
- 33.5 Each Party will make a contact person available on a 24 x 7 x 365 basis.
- 33.6 Each Party shall notify the other Party, in writing, of the names and contact details of its security representatives and contact persons and of any changes in respect of its security representatives and contact persons.

33.7 The Parties will endeavour to implement and maintain mechanisms, procedures and practices for detecting and preventing or responding to the fraudulent or unauthorised use of the POILs and will document the same to form part of this Agreement.

ANNEXURE G

ACCOMMODATION AND RELATED REQUIREMENTS OF [●] SITES HOUSING NEOTEL TRANSMISSION EQUIPMENT

34 GENERAL ACCOMMODATION REQUIREMENTS OF TRANSMISSION EQUIPMENT ROOMS AT [●] SITES

- 34.1 Accommodation to house Neotel's transmission equipment shall be provided by [●]. All Neotel racks, cabinets and/or frames are either floor-standing or wall mounted.
- 34.2 Transmission equipment rooms at [●] sites shall be made available to Neotel exclusively for its use. Such transmission equipment rooms shall not be reception areas, passages, off-corners, storerooms, workshops and/or any area subject to excessive heat, moisture, dust or a corrosive atmosphere.
- 34.3 A pathway (preferably one meter wide) from the entrance shall provide clear and unobstructed access to the equipment at all times.
- 34.4 Transmission equipment rooms shall be large enough to accommodate both the transmission equipment and the required power equipment.
- 34.5 Where access is by stairs, these shall be non-skid, adequately lit and have banisters.
- 34.6 Transmission equipment rooms shall be protected against the ingress of dust and moisture in accordance with SABS ETS 300 019-1-3.
- 34.7 All floors shall be of an anti-static nature.
- 34.8 The cleaning of the transmission equipment room shall be the sole responsibility of [●] unless otherwise agreed by the Parties.
- 34.9 The lights in the transmission equipment room shall provide –
 - 34.9.1 adequate illumination in accordance with the requirements of the Occupational Health and Safety Act, 1993; and
 - 34.9.2 ease in distinguishing the wiring colour code (i.e. "white light").
- 34.10 Lights shall be mounted centrally over the aisle between multi-racks.
- 34.11 The light switch shall be within an arm's length of the entry door.
- 34.12 No water pipes, sewerage pipes, sprinklers or valves shall be situated in the transmission equipment rooms.
- 34.13 Temperature and humidity shall at all times be maintained within limits for indoor equipment in accordance with SABS ETS 300 019-1-3, environmental class 3.1.
- 34.14 Accommodation dimensions shall comply with the following –
 - 34.14.1 minimum ceiling height of 2.3 meters above a false floor or 2.7 meters above a solid floor; and
 - 34.14.2 minimum working face clearance of 1 meter; and
 - 34.14.3 minimum side clearance of 0.5 meters on each side.
- 34.15 The floor shall be capable of withstanding a load of 750 kg per square meter.

- 34.16 The equipment room shall be provided with a lockable door. [●] shall ensure that access is restricted to Neotel Staff only (or authorised Staff of [●]), and Neotel shall be kept informed of the name and contact details of the person appointed by [●] to safeguard the key.
- 34.17 [●] shall ensure that none of its Staff or any third party will tamper with any Neotel equipment located on its premises.
- 34.18 [●] shall ensure that none of its Staff or any third party will work on any Neotel equipment located on its premises, unless specifically authorised by Neotel in writing.

35 POWER SUPPLY REQUIREMENTS

- 35.1 A minimum of 2 (two) 15 Amp AC power points are required, one of which shall be fed, where possible, from an individual circuit breaker which is earth leakage protected. These power points shall be for Neotel's use only and marked accordingly.
- 35.2 Neotel reserves the right to provide its own direct current ("DC") power supply, in particular circumstances, and to only make use of an AC supply provided by [●]. [●] is required to make available a DC supply for use by Neotel. [●]'s DC supply shall not interference with the integrity of the Neotel network.
- 35.3 Such DC power supply shall comply with the following –
 - 35.3.1 voltage nominal 50V DC (48V-52V) Positive Earth; and
 - 35.3.2 current rating to be advised in each case; and
 - 35.3.3 in compliance with SABS ETS 300 123-2 Equipment Engineering ("EE"); power supply interface at the input to telecommunications equipment;
 - 35.3.4 operated by DC; and
 - 35.3.5 be supplied with a Low Voltage Disconnect ("LVD"); and
 - 35.3.6 adequate backup battery capacity to allow sufficient time for [●] to travel to the site and take corrective action in the event of an AC power failure. A minimum of 8 (eight) hours is required, with a longer backup period being preferred; and
 - 35.3.7 DC power shall terminate on a suitable board equipped with a circuit breaker in the room housing Neotel's transmission equipment.
- 35.4 All necessary precautions shall be taken by [●] to prevent power to the transmission equipment from being interrupted.
- 35.5 The location, installation and operation of all power equipment (including batteries) shall comply with the requirements of the Occupational Health and Safety Act, 1993 and with all other relevant statutory requirements.

36 EARTHING REQUIREMENTS AND LIGHTNING PROTECTION

- 36.1 In the transmission equipment room, the building earth shall be extended to an earth bonding bar in the equipment room. The earth bonding bar shall be a copper strip 300mm x 30mm x 8mm. Any joint in the extension shall be exothermically welded and sealed.
- 36.2 Sufficient space shall be allowed on the earth bonding bar to connect the Neotel equipment.

- 36.3 Earth and lightning protection systems shall be in compliance with relevant SABS Standards IEC 1024-1 and SABS ETS 300 253.
- 36.4 Neotel's and [●]'s equipment shall be connected to a common earth.

37 MICROWAVE INSTALLATIONS

- 37.1 [●] shall make provision for the accommodation of Neotel microwave systems on its masts at various heights above the ground, as required.
- 37.2 [●]'s masts shall normally be designed taking into consideration a baseline Neotel antenna wind loading equivalent to –
 - 37.2.1 for rural areas: 2 x 1.2m and 1 x 1.8m dishes; or
 - 37.2.2 for urban areas: 1 x 0.6m and 1 x 0.3m dishes.
- 37.3 Masts requiring a larger wind loading shall be identified by Neotel on a case by case basis.
- 37.4 [●] shall provide and install antenna mounting pipes on the mast at the heights and locations specified by Neotel on a case by case basis. The mounting pipes shall be of galvanised steel and 110mm nominal diameter.
- 37.5 [●] shall also provide and install a suitable maintenance access platform on the mast at each installed antenna mounting pipe location.
- 37.6 In cases where [●]'s equipment is installed on a building rather than on a mast, [●] shall provide and install antenna mounting pipes on the building at the locations specified by Neotel on a case by case basis. The mounting pipes shall be of galvanised steel and 110mm nominal diameter.
- 37.7 The civil engineering design, installation and maintenance of [●]'s masts shall remain the responsibility of [●].

38 CABLE ACCESS TO [●] SITES

38.1 Boundary access for underground cables

[●] shall provide and install an access pipe in accordance with Neotel's written specifications furnished to [●], from a point on the boundary as indicated by Neotel, at a depth of 750mm below ground level, with draw pits where the route changes direction by more than 15° (fifteen degrees).

38.2 Building access

- 38.2.1 A 75mm steel pipe, linking up with the underground pipe shall be provided against the building to a height of 3 meters.
- 38.2.2 A suitable cable tray shall be provided by [●] from the end of this pipe to the termination point in the equipment room.
- 38.2.3 In the event of the cable tray rising vertically, the design should be of such a nature that the cable can be tied down to the tray at approximately 2 meter intervals.
- 38.2.4 Should the cable be routed in the ceiling or on the roof of the building, a 75mm continuous PVC pipe fixed with slow bends (minimum 300mm radius) and fitted with draw-wire shall be provided.

38.3 [●] site access

[●] shall provide and install any necessary cable access routes. All negotiations and agreements with property owners shall be the responsibility of [●].

38.4 **Maintenance/installation of access facilities**

38.4.1 [●] shall be responsible for the maintenance and painting of any cable trays or boxes supplied by [●].

38.4.2 [●] shall be responsible for the replacing of cement, brick paving or tar where pipes have been installed by [●] for use by Neotel on private property.

39 **STAFF ACCESS TO [●] SITES**

39.1 [●] shall make suitable arrangements to ensure that Neotel's Staff have access at all times (including weekends and public holidays), for maintenance purposes, to all sites whenever necessary. Neotel shall be notified in advance of any changes that are made to these arrangements.

39.2 Neotel shall not be responsible for any costs in this regard, including, without limitation, costs of establishing or maintaining access roads to remote sites.

39.3 Neotel shall not be liable for any penalties should maintenance personnel be unable to gain access to a site to restore service after a failure.

40 **[●] SHARED SITES**

Where [●] enters into an agreement with another party to share a site, it remains the responsibility of [●] to meet all of its obligations in terms of this Annexure "G".

41 **PROVISION OF TRANSMISSION SERVICES TO OTHER NEOTEL CUSTOMERS**

41.1 If Neotel wishes to provide transmission services to Neotel's customers, subscribers and/or end users by utilising the existing transmission equipment that has been installed on [●]'s premises, Neotel shall be allowed to do so free of charge.

41.2 Should Neotel wish to install additional transmission equipment on subscribers and/or end users [●]'s premises or masts to provide services to other Neotel customers, Neotel and [●] shall, in good faith, negotiate terms and conditions for any such additional equipment installed (including AC and DC power to support the said services).

42 **GENERAL**

42.1 The facilities as detailed in this Annexure "G" shall be made available by [●] at no cost to Neotel.

42.2 All facilities shall be provided, operated and maintained in accordance with the Occupational Health and Safety Act, 1993, and other relevant statutory requirements.