

NEOSAT SERVICE SCHEDULE

SATELLITE SERVICE DESCRIPTION

Liquid Telecom Offices

Mauritius (Head Office) • Botswana • DRC • Kenya • Lesotho • Rwanda • South Africa • Tanzania • Uganda • Zambia • UAE • UK

Table of Contents

	Page
1. INTRODUCTION	3
2. DEFINITIONS	3
3. STATUS	5
4. APPOINTMENT.....	6
5. REMOTE SITE SERVICES	6
6. MOBILE REMOTE SITE SERVICE	6
7. REMOTE SITE MAINTENANCE SERVICES	7
8. INSTALLATION SERVICES	12
9. SPACE SEGMENT SERVICES	13
10. TELEPORT SERVICES	14
11. NETWORK SECURITY	16
12. TERRESTRIAL CONNECTIVITY SERVICES	17

1. INTRODUCTION

- 1.1. Neotel owns and has the right to provide (directly or through an Agent) certain VSAT Satellite Communications Services (inclusive of the necessary equipment) and related services to the Customer and its Affiliates in the [specified] Territory and to configure and use such systems to carry data traffic of the Customer and its Affiliates. In instances where Neotel does not own or have the right to provide VSAT satellite communications systems, Neotel has entered into Agency Agreements with suitably licensed providers of electronic communications services and/or electronic communications network services on its behalf. Neotel has agreed to install the equipment needed to make use of such satellite systems and services for the Customer and its Affiliates at the Customer Sites, and to maintain and support such satellite systems (inclusive of such equipment) and to provide other related services.
- 1.2. The Customer and its Affiliates in the Territory wish to obtain access to and use Neotel's Satellite
 - a. Communications Services and related services to carry their data traffic.
- 1.3. The Parties therefore agree as follows.

2. DEFINITIONS

- 2.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Master Services Agreement entered into between the Customer and Neotel (the Agreement).
- 2.2. For the purposes of this Schedule 1, the following expressions shall have the meanings given to them hereunder:
 - 2.2.1 “**Agreement**” means the Master Services Agreement entered into between the Customer and Neotel to which this Schedule is attached
 - 2.2.2 “**Aggregate Bandwidth**” means the dynamically shared aggregate dedicated Out-Link and Return-Link bandwidth in Ku-Band on the Satellite reserved for rendering the Satellite Services to the Customer Sites depending upon the total of the Site Bandwidths ;
 - 2.2.3 “Acceptance Date” means the date of acceptance by the Customer of Neotel's installation and configuration of the CPE and the implementation of the Satellite Services. and for the other Customer Sites will include the Out-Link and Return-Link
 - 2.2.4 “**Backhaul Link**” means the wide area network data links provided by Neotel between the Earth Station and Customer's LAN System at Head Office ;;
 - 2.2.5 “**BUC**” means Block Up-Converter, an equipment used in the transmission of the satellite signals.
 - 2.2.6 “**CPE**” means the customer premises equipment installed at the Customer Sites for the purposes of providing the Satellite Services to such Customer Sites., CPE comprises of a Satellite dish, dish mount, buc, lnb, modem and earthkit.
 - 2.2.7 “**COF (customer order form)**” means the schedule of charges payable by the Customer to Neotel in consideration for the provision of VSAT Services and Terminal Equipment, as may be amended from time to time;
 - 2.2.8 “**Contract Years**” means consecutive periods of 12 (twelve) calendar months, the first of which commences on the Effective Date
 - 2.2.9 “**Customer Site**” means Customer's physical premises, which connects to the Neotel network via a CPE, to utilise the Neotel Satellite Services
 - 2.2.10 “**DR Site**” means the Customer Site designated for use by Customer for disaster recovery purposes in the event of a disaster affecting its Head Office, currently defined by the Customer to Neotel in writing.
 - 2.2.11 “**Equipment**” means the Very Small Aperture Terminals (VSAT), a Satellite Terminal Equipment operated by Neotel, through which the VSAT Services are provided by Neotel to the Customer;
 - 2.2.12 “**Host**” means the Customer's mainframe computer and associated equipment located at the Customer's premises or Neotel's data centre

- 2.2.13 **“Effective Date”** means the date set out as such on the COF, and failing such specification, the Signature Date by the Customer on the applicable COF;
- 2.2.14 **Ku-band or C-band to L-Band** means the footprint offered by that Satellite
- 2.2.15 **Intelsat IS-17** means the Satellite used by Neotel to provide its satellite-based service(s)
- 2.2.16 **“LAN System”** means the local area data network located at a Customer Site, including any Ethernet cables, switches, network point boxes and fly leads, which is compatible with Neotel’s Satellite Services;
- 2.2.17 **“LinkStar”** means a satellite platform economical VPN networks in a star configuration
- 2.2.18 **“LinkWay”** means the Satellite platform used for mesh VPNs
- 2.2.19 **“Minimum Term”** means a period of 1 (one) year commencing on the Effective Date
- 2.2.20 **“Out Link”** means the satellite communications link for transmission of data from the Earth Station to the CPE;
- 2.2.21 **Remote Site** Customer’s physical premises, which connects to the Neotel network via a CPE, in order to to utilise the Neotel satellite services
- 2.2.22 **“Remote Site Equipment”** means Equipment located at the remote site, used to connect that site to the Neotel Satellite Network
- 2.2.23 **“Neotel Representative”** means the person nominated in writing by Neotel from time to time during the term of this Agreement,] ;
- 2.2.24 **“Neotel Teleport / HUB”** means the Neotel satellite earth station located at Krugersdorp, Johannesburg, South Africa;
- 2.2.25 **“Network”** means the communication network and network components owned and operated by Neotel, including the Neotel points of presence (POP), Satellite Hub and/or Earth Station), but does not include the customer premises equipment (CPE) (modems, routers etc.), or any networks or network equipment not owned or controlled by Neotel
- 2.2.26 **“NOC”** means the Neosat Network Operations Centre, also referred to as the Satellite Hub and/or Earth Station and/or Gateway the Neotel’s satellite network operations centre located at the Neotel Teleport;
- 2.2.27 **“On-Demand Services”** means services that may be requested by the Customer from time to time but are not specifically described in this Schedule
- 2.2.28 **“Outward Response Path”** means an end-to-end data communications link being from the CPE’s LAN System interface at Head Office to the CPE LAN System interface at a Customer Site via the Backhaul Link and Out-Link
- 2.2.29 **“Return Response Path”** means end-to-end data communications link being from the CPE’s LAN System interface at a Customer Site to the CPE LAN System Interface at Head Office via the Return-Link and the Backhaul Link, also referred to as.
- 2.2.29 **“Restoration Time”** means the exact date and time at which the Service Operation has been successfully completed and the satellite service restored;
- 2.2.30 **“Response Path”** means an Outward Response Path or Return Response Path;
- 2.2.31 **“RTs”** means the Remote Terminals
- 2.2.32 **“Satellite Network Services”** means those satellite-based communication Services made available by Neotel to its customers (whether directly or through an Agent) via the Network pursuant to the conclusion of the Master Services Agreement, which incorporates this Schedule
- 2.2.33 **“Satellite Operator”** means an agreed provider of the Aggregate Bandwidth, currently being Intelsat Global Sales and Marketing Ltd, a company incorporated in accordance with the laws with registration number: 4098445
- 2.2.34 **“Scheduled Downtime”** means a service downtime that occurs during the Scheduled Maintenance period (a period between 00H00 and 06H00 on Sunday mornings or any other period arranged with the Customer at least 48 hours prior to the commencement of the

- Scheduled Downtime). Downtime means that period of time for which the Service was unavailable to the Customer;
- 2.2.35 “**Service Acceptance Certificate**” is a document certifying a successful completion of a Service Operation and the acceptance thereof by the Customer;
- 2.2.36 “**Service Area**” means the geographic area within which the Services will be provided by Neotel to the Customer;
- 2.2.37 “**Service Operation**” means a service performed on the Customer’s Remote Site by Neotel or Neotel Representative
- 2.2.38 “**Satellite Operator**” means an agreed provider of the Aggregate Bandwidth currently being Intelsat **Global Sales & marketing Ltd** (“**Intelsat**”), a company incorporated under the laws of England and Wales;
- 2.2.39 “**Service Credits**” means service credits due to the Customer for unscheduled Service Downtime;
- 2.2.40 “**Service Centre**” means any of the service centres of Neotel.
- 2.2.41 “**Service Downtime**” means that period of time for which the Service was unavailable to the Customer,
- 2.2.42 “**Service Period**” means 60 minutes x 24 hours per day x number of days in current month
- 2.2.43 **Site Bandwidth**” means the sum of the effective Out-Link and Return-Link space segment bandwidths to be allocated to each individual Customer Site., **SkyLink** means a satellite platform predominantly used for dedicated point-to-point connections
- 2.2.44 “**Site**” means all the locations worldwide controlled and/or operated and/or managed by the Customer, and/or the Customer’s affiliate or a franchisee, including but not limited to the existing and new retail outlets
- 2.2.45 “**Software**” means the computer programs that are owned or licensed to Neotel and forms part of the Satellite Systems and that is used by Neotel and/or its Agent(s) to provide the Satellite Services (including all required operating software and applications software implemented on the CPE) and all enhancements, upgrades and error corrections thereto;
- 2.2.46 “**Space Segment Services**” means the transponder capacity provided by the Satellite Operator to Neotel. This is measured in megahertz.
- 2.2.47 **Specification**” manufacturer’s functional and technical specifications for the CPE describing the components, functions and capabilities thereof;
- 2.2.48 “**TCP/IP**” means Transmission Control Protocol/Internet Protocol is the basic communication language or protocol of the Internet
- 2.2.49 “**Territory**” means the countries set out in the applicable COF and such other countries as may be agreed to in writing;
- 2.2.50 . “**UPS**” means an Uninterruptible Power Supply;
- 2.2.51 “**VPN**” means Virtual Private Network
- 2.2.52 “**Warranty Period**” means the period as specified and agreed to in writing by the Customer for the particular type of CPE (and if no such period is specified a period of 12 (twelve) months), which period will commence on the Acceptance Date for such CPE;

3. STATUS

- 3.1. This Service Schedule is concluded pursuant to and hereby incorporated into the Master Services Agreement, and save where expressly provided to the contrary in this Service Schedule, shall be subject to the terms and conditions of the Master Services Agreement, including without limitation the definitions and rules of interpretation contained in the Master Services Agreement.

4. APPOINTMENT

- 4.1. Neotel agrees to provide Satellite [Network] Services (whether directly or through an Agent) to the Customer and its Affiliates for the Customer Sites designated for such Services by Customer as set out in the agreement and the COF(s).
- 4.2. The Services provided in terms of this Schedule may, from time to time, include but not be limited to, the following:
 - 4.2.1 Remote Site Services;
 - 4.2.2 Mobile remote site service
 - 4.2.3 Remote Site Maintenance Services;
 - 4.2.4 Remote Site Installation Services;
 - 4.2.5 Space Segment Services;
 - 4.2.6 Teleport Services;
 - 4.2.7 Terrestrial Connectivity Services;

5. REMOTE SITE SERVICES

- 5.1. The ownership of CPE purchased by Customer shall pass to Customer upon payment to Neotel of the agreed purchase price for such CPE and the risk of damage to the CPE shall pass to the Customer upon delivery,
- 5.2. Ownership of the Intellectual Property Rights on CPE will remain vested in Neotel and its licensors.
- 5.3. Each Remote Site typically consists of an Indoor and Outdoor unit. The Indoor unit, or the remote site terminal, provides the Customer with a standard TCP/IP interface. It is connected to the Outdoor unit via an L-Band IF interface.
- 5.4. The Outdoor unit consists of two separate units: a BUC to convert the outbound L-Band signal transmitted by the Indoor unit and a Low Noise Block Down-Converter (LNB) which provides the low-noise amplification and down conversion (from the satellite Ku-band or C-band to L-Band) of the received signal. These two units are connected to the antenna feed through an Orthogonal Mode Transducer (OMT) which isolates the outbound signal from the received signal.
- 5.5. The Outdoor and Indoor units may be connected by a cable link, typically up to 30 meters in length.
- 5.6. The type and configuration of the Remote Site equipment depends on the chosen satellite platform, space segment, the required data throughput as well as the Remote Site location.
- 5.7. Neotel cannot guarantee the availability of the Remote Sites as they generally operate in an environment beyond its control.
- 5.8. However, Neotel does offer both the preventive as well as Remedial maintenance services on Remote Sites to ensure a maximal availability of the Remote Site service.

6. MOBILE REMOTE SITE SERVICE

- 6.1 The Mobile Remote Site is a trailer unit containing a full VSAT Remote Site based on the Linkstar satellite platform, which consists of an Indoor, Outdoor unit and the satellite antenna. The Indoor unit, or the remote site terminal, provides the customer with a standard TCP/IP or Frame-Relay interface. It is connected to the Outdoor unit via an L-Band IF interface by a cable link.
- 6.2 The Outdoor unit consists of two separate units: a Block Up-Converter (BUC) to convert the outbound L-Band signal transmitted by the Indoor unit and a Low Noise Block Down-Converter (LNB) which provides the low-noise amplification and down conversion (from the satellite Ku-band or C-band to L-Band) of the received signal. These two units are connected to the antenna feed through an Orthogonal Mode Transducer (OMT), which isolates the transmitted signal from the received signal.
- 6.3 The Mobile Remote Site unit remains under Neotel ownership. When not in use the unit will be kept at the Neotel offices and Neotel will maintain it and ensure its availability to the customer.
- 6.4 Neotel will be responsible for obtaining the regulatory permits required to operate the Mobile Remote Site unit within the Service Area.
- 6.5 In the event of a disaster, the Mobile Remote Site unit will be dispatched to the location specified by the customer. A Neotel-appointed technician will accompany the unit to set up the connectivity service.

- 6.6 The Customer shall be responsible for ensuring safe, secure and technically suitable operating environment while the unit is deployed. The Customer shall be liable for any damage or theft relating to the Mobile Remote Site during its deployment.
- 6.7 The deployment phase begins when the Mobile Remote Site leaving the Neotel Teleport and finishes upon the unit's return.
- 6.8 Neotel or Neotel Representative will accompany the Mobile Remote Site unit, and, after it was deployed at the customers Identified location, it will setup the satellite link.

7. REMOTE SITE MAINTENANCE SERVICES

Neotel or Neotel Representative shall provide maintenance services to the Customer in the Service Area to the level of service agreed below.

- 7.1. In order to ensure the on-going operation and reliability of the Remote Site Equipment, a routine preventive maintenance inspection shall be carried-out at each Remote Site at least once every 12 months. Any additional preventive maintenance site visit, or visits to sites other than those covered by this Schedule shall be deemed to be On-Demand Services.
- 7.2. The preventive maintenance at Remote Sites shall be performed by Neotel or Neotel Representative only.
- 7.3. The preventive maintenance inspection is intrusive to the service (the Remote Site Equipment shall be disconnected or powered off).
- 7.4. The following tasks shall be conducted during the inspection of the Indoor Equipment:
 - 7.4.1 Verify that the Equipment is installed in a safe place away from any source of extreme heat, cold or moisture.
 - 7.4.2 Verify that the unit is not covered or obstructed in any way as to restrict any ventilation.
 - 7.4.3 Verify that the internal fan is running and the vent is clear of dust or debris.
 - 7.4.4 With the cover removed, vacuum any dust out of the unit.
 - 7.4.5 Verify that all boards and modules are fully installed and secured.
 - 7.4.6 Verify that the cabling is all correctly connected and secured using the manufacturer's connectors.
 - 7.4.7 Verify that the cables are in good condition, with no visible damage to the outer sheathing or head shells.
 - 7.4.8 Verify that the cables are under no stress or tension.
 - 7.4.9 Verify that the cables are secured using appropriate ties, especially where a loose cable could be caught or stress could be applied to the cable.
 - 7.4.10 Verify that no cables are run where they may be subjected to a wear or tear.
 - 7.4.11 Verify that the equipment is powered from a suitable UPS using correctly rated plugs and fuses.
 - 7.4.12 Verify that the installed equipment serial numbers match the asset register for the site.
- 7.5. The following tasks shall be conducted during the inspection of the Outdoor Equipment:
 - 7.5.1 Verify that the antenna is in a sound condition and has suffered no damage or corrosion.
 - 7.5.2 Verify that the antenna is securely attached to its mount.
 - 7.5.3 Verify that the antenna is correctly aligned according to the reference markings.
 - 7.5.4 Verify that the RF unit is in a good condition and correctly mounted.
 - 7.5.5 Clean the antenna to remove any build-up of dust or grime.
 - 7.5.6 Verify that there are no obstructions likely to obscure the antenna, i.e. trees or new constructions.

- 7.5.7 Verify that the cabling is all correctly connected and secured using the manufacturer's connectors
- 7.5.8 Verify that the cables are in good condition, with no visible damage to the outer sheathing or head shells.
- 7.5.9 Verify that the cables are under no stress or tension.
- 7.5.10 Verify that the cables are secured using appropriate ties, especially where a loose cable could be caught or stress could be applied to the cable.
- 7.5.11 Verify that no cables are run where they may be subjected to a wear or tear.
- 7.5.12 Verify that no cables are run where they may be subjected to excessive meteorological conditions.
- 7.5.13 Verify that none of the equipment has its covers or protective plates removed or disturbed thereby allowing moisture or dust to enter the internal components.
- 7.6 Neotel or Neotel Representative shall carry out the inspection and/or testing of the Remote Site Equipment in accordance with the applicable Neotel's or the manufacturer's recommendations.
- 7.7 Neotel or Neotel Representative shall repair any faults detected during the Preventative maintenance inspections. The faulty equipment or parts shall be replaced or repaired as required and where necessary.
- 7.8 After completion of the inspection and any necessary repairs the Remote Site Equipment shall be returned to an operational state. The Customer shall confirm the completion of the Service Operation by signing of a Service Acceptance Certificate.
- 7.9 The preventive maintenance at Remote Sites does not include any of the following services: De- installation, relocation, or removal of the Remote Site Equipment or any accessories, attachments, or other devices. These are deemed to be On-Demand Services.
- 7.10 All requests for Remedial maintenance services shall be booked with Neotel's satellite NOC using the following contact details:
 - 7.10.1 Tel.: +27 11 774-8246/47
 - 7.10.2 Fax: +27 11 774-8243
 - 7.10.3 E-mail: satellite@neotel.co.za
- 7.11 Neotel shall assign a reference number to each Remedial maintenance service request. The Customer must quote this reference when enquiring about the progress or status of the Remedial maintenance service.
- 7.12 The following procedure shall be performed when a Remedial maintenance is requested at the Remote Sites:
 - 7.12.1 Upon receipt of a fault report or Remedial maintenance service request the NOC shall perform a remote diagnostics to verify whether the fault is located at the Remote Site
 - 7.12.2 Should the Remote Site be deemed faulty by the NOC, a Neotel Representative shall be dispatched to the Remote Site to conduct the on-site diagnostics and repairs
 - 7.12.3 On arrival at the Remote Site the Neotel Representative shall telephonically inform the NOC that he has arrived on site and after investigation shall report on the expected time to repair.
 - 7.12.4 If the Neotel Representative determines that he is unable to effect a total repair or, at a minimum, restore service within the Restoration Time deadline specified in 7.17 bellow then he shall request back-up assistance from the Neotel NOC.
 - 7.12.5 The Neotel Representative shall repair or replace the faulty Equipment and restore the Remote Site to full operational service.
 - 7.12.6 The Neotel Representative shall advise Customer locally of the repair or replacement of the faulty Remote Site Equipment and of the service restoration.
 - 7.12.7 The Customer shall confirm the repair and service restoration by signing of a Service Acceptance Certificate
 - 7.12.8 Prior to leaving the site the Neotel Representative shall confirm to the NOC that the fault has been repaired and obtain permission to leave the site. The Restoration Time shall be recorded for statistical analysis and reporting purposes.
 - 7.12.9 The Neotel Representative shall record details of the fault into a maintenance report.

- 7.12.10 The Neotel Representative shall fax a copy of the maintenance report and a copy of the duly signed Service Acceptance Certificate, referred to in (i), above to Neotel.
- 7.12.11 The agreed Remedial maintenance charge and the cost of any spare parts consumed during the repair shall be invoiced by Neotel and paid by the Customer.
- 7.13 An incident pertaining to the Satellite Systems or Satellite Services will be deemed to be closed only once:
- 7.13.1 Neotel implements an effective resolution or workaround in respect thereof;
 - 7.13.2 Neotel has provided detailed and concise information as to the resolution of the incident to the Customer Personnel at the Customer's IT helpdesk including the resolution time; and
 - 7.13.3 The Customer Personnel at the IT helpdesk confirms that such resolution works and meets its requirements.
- 7.14 Neotel will provide incident management services to identify root causes of incidents and initiate and perform corrective actions (including proactive actions) so as to minimise the adverse impact of incidents on Customer's business and to seek to minimise reoccurrence of incidents. Neotel's responsibilities will include the following:
- 7.14.1 Analyse incident data and underlying infrastructure to determine underlying causes for incidents and proposing and performing rectification actions approved by Customer, provided Neotel will provide a report to Customer describing the findings and proposed rectification action prior to implementation thereof for Customer's approval;
 - 7.14.2 Work jointly with Customer and any third-party suppliers to conduct root cause analyses and review incidents to identify preventative measures, assess risk and bring closure
 - 7.14.3 Develop and provide incident management reports to ensure preventative measures are implemented and maintained
 - 7.14.4 Analyse incident data and produce trend, exception and forecast reports
 - 7.14.5 Support the Customer's crisis management and disaster recovery process as provided to Neotel through use of incident notification and escalation processes and tools
 - 7.14.6 Escalating incident management issues through agreed Customer escalation processes
- 7.15 Neotel will perform problem management services in accordance herewith so as to restore normal operation of the Satellite Services as soon as reasonably possible after the occurrence of an incident and to resolve the incident with minimum interruption or disruption to Customer's business and in any event, in accordance with the Service Levels. All incidents received by Neotel will be logged and tracked by its Personnel using Neotel's incident management tool. Neotel will provide the following incident management tasks:
- 7.15.1 Receiving incident reports from authorised Customer Personnel
 - 7.15.2 Verify that all callers are members of Customer Personnel ("Caller") that are duly authorised by Customer to report incidents
 - 7.15.3 Log information regarding each incident reported or detected into the incident management tool under a unique incident identification number together with a user profile for Caller and the severity level of the incident immediately following receipt of alert or call
 - 7.15.4 Confirm details of incident to Caller and provide the incident number
 - 7.15.5 Follow-up, obtain, complete and correct any incorrect or missing information pertaining to an incident on the incident management tool
 - 7.15.6 Notify appropriate members of Customer Personnel of Severity Level 1 incidents reported or detected promptly following receipt of such report
 - 7.15.7 Consolidate all calls and notifications relating to the same underlying incident under a single identification number on the incident management tool.
 - 7.15.8 Provide Customer with an early assessment of resolution time for Severity 1 Level incident, and provide Customer with updates on the status of such Severity 1 Level incident on an hourly basis until closure, including regarding the expected time of attendance onsite at a Customer Site by Neotel support staff (if applicable) and the expected time of resolution.

- 7.15.9 Provide the relevant information regarding the status of any incident logged to authorised Customer Personnel upon request
- 7.15.10 Refer incidents to the appropriate person or group, either internal to Neotel or in a third party supplier and record the details of the referral on the incident management tool, including time, identity of referral individuals and third party fault number (if applicable).
- 7.15.11 Coordinate and manage all parties involved, including third party suppliers, in the resolution of the incident
- 7.15.12 Track status of incident by identification number until closure, including communications to Customer and updating the incident record on the incident management tool in the event of any changes
- 7.15.13 Investigate, isolate and diagnose the source of the incident or the failing component(s)
- 7.15.14 Develop bypass or recovery steps to restore the Satellite Services as soon as possible and in any event with the relevant Service Levels and develop and implement a permanent solution to prevent a recurrence
- 7.15.15 If an incident relates to an error in a service or system that does not form part of the Satellite Systems or Satellite Services, immediately notify the relevant Customer Personnel with reasons for its determination.
- 7.15.16 Resolve all incidents reported to it and/or detected by it in compliance with the Service Levels, save that if an incident relates to an error in a service or system that does not form part of the Satellite Systems or Satellite Services, Customer will assume responsibility for resolving such incident and such incident may be closed on the Neotel's incident management tool.
- 7.15.17 Escalate incidents to appropriate Customer Personnel in the event of non-resolution of incidents inside the applicable resolution time Service Level.
- 7.15.18 Refer back to the caller with reasons, unresolved incident if an incident is established not to be related to the Satellite Systems or Satellite Services in any way
- 7.15.19 Implement the work-around and resolution steps and notify Customer of resolution within 30 (thirty) minutes of resolution being obtained.
- 7.15.20 Close incident if resolved and report status to Customer
- 7.15.21 Re-open incidents if Customer establishes and notifies Neotel that an incident is still occurring within 24 hours of closure of the incident or Neotel receives an automated alert regarding such incident within 24 hours after notifying Customer that the incident is resolved, in which event Neotel will notify the designated Customer Personnel of such re- opening
- 7.15.22 Analyse and report on historical incident trends, report on anticipated incidents and recommend corrective actions.
- 7.15.23 Provide Customer with such assistance as Customer may reasonably required with respect to such incidents and matters that relate to services or systems that does not form part of the Satellite Systems or Satellite Services, but which are related thereto.

7.16 Fault Priority

PRIORITY	NATURE OF THE FAULT
Priority 1	Connectivity cannot be established for business operations, e.g. IDU/BUC/Feed horn/Cables damaged.
Priority 2	Connectivity is degraded to influence Business Operations, e.g. water in cable connectors or feed horn, dish needs realignment...

7.17 Response Time - The Response Time is defined where the AGENT will respond to such an incident, by being present at the Remote location where the incident occurred, in no more than defined in following table

	Zone 1 = 0 to 150km radius from AGENTS service centre	Zone 2 = 150km to 500km radius from AGENTS service centre	Zone 3 = greater than 500km radius from AGENTS service centre
Priority 1	4 hours	8 hours	16 hours
Priority 2	8 hours	16 hours	20 hours

7.18 Selected Service Hours for remedial maintenance at remote sites shall be-

- 7.18.1 Monday to Friday 08:00-17H00
- 7.18.2 Saturday 08:00-13:00
- 7.18.3 Sundays and local public holidays are excluded.

7.19 Remedial Maintenance Charges

- 7.19.1 The charges related to the Remedial maintenance visits to the Remote Sites are outlined in the COF. These charges assume a visit by the Neotel Representative and include all the travel costs within the Service Area.
- 7.19.2 Should a visit by Neotel or the Neotel Representative from outside of the Service Area be required, such visit shall be deemed to be an On-Demand Service.
- 7.19.3 The Remedial maintenance charges exclude the cost of any spare parts that may be required to complete the Remedial maintenance and restore the service.

7.20 Spare Parts Support

- 7.20.1 An inventory of spare parts to this Schedule shall be held by the Neotel Representative in the Service Area for the support of the Customer's Remote Site Equipment.
- 7.20.2 The Customer agrees to purchase those parts should those be required to Replace or repair the Remote Site Equipment out of the manufacturer's warranty.
- 7.20.4 A transport charge to the remote site shall also be applicable.

7.21 Mean Time to repair times is defined and measured from the time the service call is placed with The AGENT to the time that the service has been restored. This includes Response Time

	Zone 1 = 0 to 150km radius from AGENTS service centre	Zone 2 = 150km to 500km radius from AGENTS service centre	Zone 3 = greater than 500km radius from AGENTS service centre
Priority 1	8 hours	16 hours	32 hours
Priority 2	16 hours	32 hours	56 hours

8. INSTALLATION SERVICES

- 8.1 The Installation Services relate to the installation of the Remote Sites. For the installation of the Terrestrial Connectivity Services, please refer to the appropriate service schedule.
- 8.2 Neotel or Neotel Representative shall install the Remote Site Equipment, at the Customer's identified location subject to the terms of the Master Services Agreement, under the following conditions:
- 8.3 Permits and Approvals
- 8.3.1 Customer shall obtain landlord approvals, construction permits, or any other;
 - 8.3.2 Government approvals (excluding governmental approvals related to providing the Communications services, which shall be obtained by Neotel or Neotel Representative), if required;
 - 8.3.3 After all permits and approvals have been obtained, Customer shall authorize Neotel to schedule and perform site preparations and installations of the Remote Site Equipment at the Remote Sites.
- 8.4 Planning and Scheduling
- 8.4.1 Installations shall be performed according to a schedule to be provided and maintained by Neotel, with the cooperation and written agreement of the Customer.
 - 8.4.2 The Customer may amend the implementation schedule by issuing a notice in writing to both Neotel and the Neotel Representative (if applicable) informing them of such Amendment. Such notice shall be issued no later than seven (7) working days before the proposed new date of the implementation schedule.
- 8.5 Site Preparations
- 8.5.1 Site survey report based on a site survey carried out by the Neotel's appointed Agent shall identify technically suitable locations for installing the Indoor and Outdoor Units and cables at each Remote Site.
 - 8.5.2 For sites identified by Neotel or Neotel Representative as requiring preparation, the Customer shall provide necessary independent contractors for structural or electrical work, as required; and provide suitable access for the connecting cable from the exterior of the building to the interior and through any concrete, masonry, or fire barrier walls between the indoor and outdoor units.
- 8.6 Standard Installation
- 8.6.1 A standard installation applies in those locations where all site-preparation requirements can be performed by Neotel or Neotel Representative and excludes buildings requiring union subcontracting or use of local facilities personnel.
 - 8.6.2 A standard installation assumes the use of standard non-penetrating antenna mounts standard cables and cable lengths and excludes any civil works, specialized lifting equipment and special antenna stands.
- 8.7 Non-standard Installation
- 8.7.1 In those locations where standard installations do not apply, Neotel shall determine the cost of the Remote Site Equipment installation based on the Site Survey. This cost shall include the cost of using union or local facilities personnel and civil works, if required.
 - 8.7.2 The Customer shall approve the costs for non-standard installations before the installation work commences.
- 8.8 Installation Acceptance - Upon successful Remote Site Equipment installation the Customer shall confirm acceptance by signing the Site Acceptance Certificate.

9. SPACE SEGMENT SERVICES

- 9.1 Neotel has entered into a transponder service agreement with Intelsat for the provision of the Space Segment Services (bandwidth).
- 9.2 Under the terms of that agreement, Neotel is allowed to provide space segment services to its customers.
- 9.3 As part of this Schedule, Neotel will provide a managed capacity on the Intelsat IS-17 satellite located in a geostationary position at 68.5°E on from the Neotel Teleport. This space segment service allows Neotel to provide connectivity among Customer's Remote Sites or between the Remote Sites and the Neotel Teleport.
- 9.4 Neotel undertakes to inform the Customer should the status on current satellite usage change and/or should new satellites be used for the provisioning of the Space Segment Services.
- 9.5 Neotel will procure, maintain and administer the necessary Site Bandwidth for each Out-Link and Return-Link from the selected Satellite Operator on behalf of the Customer, and manage the provision, implementation, delivery and incidents related to such connectivity in accordance with Customer's instructions and the agreed Service Levels.
- 9.6 Neotel will maintain and administer network addresses for all CPE and will keep an up to date record thereof, which will be made available to Customer on request.
- 9.7 Neotel will procure that the data messages submitted to the Satellite Systems will be routed to the designated Customer Site CPE in accordance with the instructions of the Customer's prior written consent.
- 9.8 Neotel will have the following network architecture service responsibilities in respect of the Satellite Systems:
 - 9.8.1 Assisting Customer on assessing capabilities and constraints and the effects of planned or future developments if so requested;
 - 9.8.2 Reviewing new standards that may be introduced (including by conducting appropriate testing) and participating in Customer's committees and working groups on standards if so requested;
 - 9.8.3 Providing new designs for implementation or use of the Satellite Systems if so requested by the Customer.
- 9.9 In the event of a failure of the Satellite, Space Segment Services shall be restored by employing spare amplifiers, pre-emptible transponders and/or unused transponders on board the Satellite, or by obtaining service on transponders on another satellite, if available.
- 9.10 Failure of the Satellite so as to require the use of a transponder on board another Satellite shall require the re-pointing of the remote antennas at the Equipment sites. The Customer undertakes to co-operate with Neotel and/or its Agent(s) in their effort to re-point the antennas at the Equipment sites
- 9.11 In the event that the applicable Satellite fails, and such failure is not due to:-
 - 9.11.1 Interference from transmission not authorised by Neotel
 - 9.11.2 Reasonable periodic testing and maintenance
 - 9.11.3 Co-operative testing, except where trouble or fault is found in the transponder; or
 - 9.11.4 The length of the failure exceeds thirty (30) cumulative minutes in any twenty-four (24) hour period, then Neotel shall grant the Customer an allowance equal to twice the duration of the failure (in the form of a credit in respect of the fixed monthly fees payable by the Customer for the Service until such time as the Service is restored (either through the Satellite or by the use of another satellite operated by the Satellite Operator)
- 9.12 Neotel shall provide Space Segment Services to the Customer and its liability for any failure to do so is limited exclusively to the remedies provided in this agreement

10. TELEPORT SERVICES

- 10.1 The Teleport Services enable the customer to transmit and receive information to and from the Remote Site(s), using the Space Segment Service.
- 10.2 Neotel currently owns and operates five satellite platforms at its satellite hub, each aimed at providing a particular type of connectivity:
 - 10.2.1 SkyLinX Platform; predominantly used for dedicated point-to-point connections
 - 10.2.2 LinkStar Platform; used for economical VPN networks in a star configuration
 - 10.2.3 LinkWay Platform; used for mesh networks
 - 10.2.4 iDirect Platform; used for VPNs requiring flexibility.
 - 10.2.5 Comtech modems for point to point links (SCPC)
- 10.3 Each of these platforms connects to one or more of the teleport antennas, offering a variety of options for the provision of the Teleport Services, depending on the Customer's requirements.
- 10.4 Depending on the type of platform and satellite network topology, the Neotel Teleport can provide services to enable the Customer to transmit and receive information between their terrestrial connectivity link terminating at the Neotel Teleport and the Remote Sites or, under a mesh topology directly between several Remote Sites.
- 10.5 An inherent part of the Neotel Teleport is Network Operations Centre (NOC), which directly monitors the operation of the Customer's network, including the Remote Sites, on a continuous basis. The NOC also operates a fault reporting hotline.
- 10.6 Mesh Configuration Availability - Although the mesh hub indoor equipment and servers are redundant, the network has no redundancy on the RF side. Therefore, the redundant equipment is on cold standby.
- 10.7 The hub availability is guaranteed at **99.29% per year**, excluding sun spot and the traffic-affecting maintenance time on the network. Any traffic-affecting preventive maintenance will be arranged between the Customer and Neotel at least 7 days in advance.
- 10.8 Neotel will provide continuous operations monitoring for all components of the Satellite Systems and Satellite Services including the CPE interfaces to the LAN Systems; review and analyse the monitoring data and notify Customer immediately of any incident that is detected. Neotel will utilise reasonably adequate monitoring tools for monitoring the Satellite Systems and Satellite Services. Neotel will ensure that the monitoring tools are able to provide suitable reporting data to enable availability, performance and capacity usage measurement, including for the purposes of evaluating compliance with the applicable Service Levels.
- 10.9 Neotel will maintain the monitoring tools to ensure that they are in proper working order and will provide for adequate contingencies. Neotel will ensure that an incident is logged on Neotel's incident management tools immediately in the event of the monitoring tools, Satellite Systems or Satellite Services being impaired, dysfunctional or otherwise failing to operate in the normal manner, and that Customer's IT helpdesk is alerted immediately (within 25 minutes of detection) of the incident.
- 10.10 The monitoring tools used by Neotel will be able to detect availability incidents for each Response Path. In the event that such an incident is detected, Neotel will immediately log such incident and promptly contact Customer's IT Helpdesk and take appropriate action to resolve the incident. Neotel will ensure that the availability of each Response Path is kept within the defined Service Levels.
- 10.11 Neotel will work with Customer to ensure that an adequate process for the detection and prevention of unlawful and/or unauthorised access, use and modification of the Satellite Systems is in effect. Neotel will collaborate with Customer, law enforcement agencies and third party suppliers as reasonably requested by Customer to investigate, respond to and minimise instances of unlawful and/or unauthorised access, use and modification of the Satellite Systems.
- 10.12 Customer's helpdesk details are:

10.12.1 Tel:

10.12.2 Fax:

10.12.3 Email:

- 10.13 Neotel will provide usage monitoring through the use of a suitable management tool for all Satellite Systems. Neotel will develop and supply such reports regarding usage from time to time. These reports will include, but are not limited to:
- 10.13.1 Bandwidth usage per Site
 - 10.13.2 Top 5% of Customer Sites by usage
- 10.14 The performance by Neotel of its obligations hereunder will include:
- 10.14.1 Reviewing usage and performance data for each Customer Site and making recommendations as to appropriate system changes
 - 10.14.2 Reviewing availability data per site
 - 10.14.3 Detection of changes in Customer's usage patterns
 - 10.14.4 Detection of incidents, and identification of potential incidents and raising alarms if incidents are detected (including those arising from changes in Customer's usage patterns)
 - 10.14.5 Taking steps to prevent potential incidents from occurring and to protect the integrity of the Customer Data
 - 10.14.6 Responding to alarms and alerts, logging incidents, promptly alerting the Customer's IT helpdesk of detected incidents
- 10.15 Neotel's responsibility will include engineering and technical direction. Neotel will, as required, provide advice and technical direction on the Satellite Systems developed or deployed for use by Customer.
- 10.16 Neotel will review Satellite System performance and capacity utilisation on a regular periodic basis and provide efficiency tuning recommendations to Customer, and will perform ad hoc assessments of such Satellite System performance and capacity utilisation upon request by Customer. In this regard Neotel will provide Customer with an ad hoc assessment of changes required to the Satellite Systems based on changes considered by Customer within 7 (seven) days of a request for such assessment by Customer.
- 10.17 The Satellite System monitoring tools provided by Neotel will record and maintain a database of monitoring information gathered on Customer's Satellite Systems for at least 24 (twenty four) months and the database of monitoring information will be used by Neotel to analyse and identify Customer Satellite Systems trends.
- 10.18 Neotel will record and maintain a database of bandwidth usage information gathered on Customer's Satellite Systems for the duration of the Agreement and at least 24 (twenty four) months thereafter
- 10.19 Performance Reporting - Neotel will furnish Network Performance Monthly Reports upon the Customer's request and as follows:
- 10.19.1 Network Summary Report.
 - 10.19.2 Trouble Ticket Summary.
- 10.20 Due to the need to conduct routine maintenance, repairs and improvement of the Equipment from time to time on the technical infrastructure by means of which the Gateway/Earth Station are provided, the provision of the Gateway/Earth Station services may be suspended from time to time, provided that such outages are agreed in advance with the Customer, such agreement not to be unreasonably withheld. Neotel shall not be liable for any

damages of whatsoever nature suffered by the Customer, arising from the Customer's inability to use the Services during such outages

11. NETWORK SECURITY

- 11.1 Neotel will apply industry standard network security practices, including complying with the relevant ISO standards, which will include reasonable measures to protect:
- 11.1.1 continuity of service;
 - 11.1.2 against unauthorised access, to the extent reasonably feasible; and
 - 11.1.3 confidentiality and integrity of the Customer Data provided however that the Customer will be responsible for any encryption required.
- 11.2 Neotel will perform information security management in respect of:
- 11.2.1 the physical and logical security of the Earth Station and of all components of the Satellite Systems that are not located on-site at a Customer Site; and
 - 11.2.2 the logical security of the CPE located at the Customer Sites.
 - 11.2.3 so as to prevent unauthorised access, modification, corruption, theft and use of the Satellite Services and Customer Data (other than through physical access to the CPE).
- 11.3 Neotel will prevent unauthorised access to the Earth Station, and will provide physical access control to the Earth Station on a continuous basis.
- 11.4 Neotel will permit only Neotel Personnel duly authorised by Customer to obtain access to the Customer Data. Neotel will control all access to the Customer Data by way of suitable access controls. Customer may at any time, on reasonable grounds, withdraw, limit or suspend its authorisation in respect of a particular person and will notify Neotel thereof. Neotel will cancel or limit that person's security clearance accordingly and prevent further access to the Customer Data by such person.
- 11.5 Neotel will be responsible for managing and implementing changes to the Satellite Services and Satellite Systems including changes resulting from hardware upgrades and repairs, error corrections, implementations of new Customer Sites, Software upgrades, changes to Site Bandwidth and changes required by Law.
- 11.6 Save in the case of an emergency, Neotel will not make any material changes to the Satellite Systems without Customer's prior approval. All changes will be made in accordance with the System Change Management Procedure outlined below. In the event of an emergency, any changes affecting the Satellite Systems or Satellite Services will be notified to Customer promptly after being made. Such emergency changes will be temporary in nature until approved by Customer and Neotel will comply with Customer's request for the alteration or removal of such a change.
- 11.7 Neotel will provide to Customer for its prior approval a plan to implement and reverse such changes if required by Customer, including the scope and timing of the change ("the Change Plan"). In addition Neotel will provide a risk assessment and impact analysis for each proposed change to the Satellite Services.
- 11.8 Once the Change Plan is approved by Customer, Neotel will ensure that all such changes are implemented as planned and in accordance with Customer standards (including standards relating to quality and security) and that the continuity of availability of the Satellite Services are maintained. In order to ensure compliance herewith Neotel will ensure that where possible proposed changes are properly tested in a suitable laboratory environment before implementation on the Satellite Systems.
- 11.9 If the change is not implemented successfully in accordance with the Change Plan, Neotel will submit a report detailing such failure and, unless otherwise agreed, will be granted seven (7) more days in which to implement the change, at the end of which Neotel will again submit a report detailing the success or failure of the implementation. Neotel will be required to obtain Customer's

approval to the success of change implementation in accordance with the Change Plan, including for reversals of changes in accordance with such Change Plan.

12. TERRESTRIAL CONNECTIVITY SERVICES

- 12.1 The satellite connectivity shall be established between several Remote Sites and the Customer's main facility or between the Remote Sites and the internet.
- 12.2 To facilitate such service, connectivity between Customer's main facility or the internet, and the Neotel Teleport is required.
- 12.3 As the Neotel Teleport is directly connected to Neotel's terrestrial fibre network, such connectivity can be delivered in the most efficient way through one of Neotel's terrestrial services, such as, NeoVPN, NeoLink, NeoMetro NeoInternet or NeoVoice. Please refer to the relevant service schedule for more information on each of the services as well as their service levels.
- 12.4 Unless Neotel provides the Terrestrial Connectivity services, the Customer shall be responsible for the provision of all the external links to the satellite network, including but not limited to the communications link(s) between the Host and the Hub (the "Host-Hub Link"). In such case, the Customer shall provide the Host-Hub Link at its own risk and expense and will ensure that the Host Hub Link is operated in a manner consistent with the agreed specifications.
- 12.5 Neotel shall have no responsibility for obtaining, monitoring, maintaining or repairing the Host-Hub Link unless it is a Neotel link.

13. WARRANTIES

Neotel undertakes, represents and warrants to Customer and its Affiliates that:

- 13.1 no CPE, nor its use by Customer or an Affiliate of Customer in the intended manner, shall infringe any third party right, including without limitation any third party Intellectual Property Rights;
- 13.2 Neotel warrants to the Customer that it shall provide the Services set out herein to the best of its ability,
- 13.3 Status Meetings: A status meeting shall be held at Customer's office in the Service Area and at least the following items shall include but not be limited to:
 - 13.3.1 The Network Performance Report
 - 13.3.2 Preventive and Remedial Maintenance schedule Review.
- 13.4 On-Demand Services
 - 13.4.1 Neotel or Neotel's Representative may provide other reasonable ancillary service(s) as defined by Neotel
 - 13.4.2 Pricing for these On-Demand services shall be determined by Neotel upon request by the customer.
- 13.5 For LinkStar, Neotel warrants that the Space Segment Services provided hereunder shall have an average interactive IP Ping response time of 1,2 seconds or less measured over a continuous thirty (30) days period As used herein, "interactive response time" means the interval of time beginning-
 - 13.5.1 at the point an operator presses an "Enter" key at an Equipment location until;
 - 13.5.2 the first communication, or screen write, to such operator in response to such outbound message, provided however, that in calculating the "interactive" response time" such calculation shall exclude
 - i. mainframe processing time;
 - ii. FEP processing time; and
 - iii. Other processing time not relating to the Equipment or the Capacity.
- 13.6 For SkyLinx, DDS network, Neotel warrants that the capacity provided hereunder shall have a maximum call set-up time in the network of 2 seconds for 95% for all calls made within one month.

The maximum delay in the transmission of speech in one direction shall not exceed 300 milliseconds, in one direction, between any two RTs.