



STANDARD MASTER SERVICES AGREEMENT

HUGE CONNECT (PTY) LIMITED

and herein referred to as “Huge Connect”

1 INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings respectively:

- 1.1.1 **“Agreement”** - the terms and conditions as set out herein (“Master Services Agreement”), together with the Service Order(s) and any Service Schedule(s) attached hereto, in terms of which Huge Connect will deliver the Service to Customer;
- 1.1.2 **“Authorised Person”** – any person in the employ of Customer and/or a person acting on behalf of the Customer who is authorised by the Customer to issue Service Orders to Huge Connect. The Customer may in writing notify Huge Connect of the person or designation who has been authorised by the Customer to issue Service Orders. In the absence of such notification by the Customer, an employee or person acting on behalf of the Customer in the issuing of Service Orders, shall be deemed to be an Authorised Person.
- 1.1.3 **“Billing Date”** – the day on which billing for the Service shall commence, being the date of installation or activation of the Service or such other date as agreed to between the Parties;
- 1.1.4 **“Business Day”** – a day not being a Saturday or Sunday or public holiday in the Republic of South Africa;
- 1.1.5 **“Business Hours”** - hours that fall within 8 am and 5 pm on any Business Day;
- 1.1.6 **“Charges”** - the various charges for the Service, as specified in the Service Order(s) or in the applicable Service Schedule(s) or as may be quoted or otherwise notified to Customer from time to time by Huge Connect;
- 1.1.7 **“Consumable Parts”** – means any cable, power supply and/or antenna in as far as the Customer Premises Equipment is concerned.
- 1.1.8 **“Contract Period”** – the duration of the contractual period, in accordance with the tariff option as indicated in the Service Order(s), from the Billing Date applicable to each Service;
- 1.1.9 **“Customer”** - the party who is named on the Service Order and/or Service Delivery document;
- 1.1.10 **“Customer Call Centre”** - telephone support provided to Customers by Huge Connect staff or any duly authorised entity on behalf of Huge Connect;
- 1.1.11 **“Customer's Address of Request”** - an address, within the Republic of South Africa or any other area agreed to in writing by Huge Connect, specified by Customer on the Service Order(s), where Customer requires the installation and/or delivery of the Devices;
- 1.1.12 **“Customer Premises Equipment”** are defined in each Service Schedule.
- 1.1.13 **“Effective Date”** - the date of last signature to this Agreement;

- 1.1.14 **“Huge Connect”** - Huge Connect Proprietary Limited, Registration Number 2004/005721/07, a company duly registered within the Republic of South Africa with principle place of business at 267 West Building, 267 West Avenue Centurion 0157
- 1.1.15 **“Party”** - either Huge Connect or Customer, as the case may be;
- 1.1.16 **“RICA”** - the Regulation of Interception of Communications and Provision of Communication related Information Act No 70 of 2002;
- 1.1.17 **“Service”** – where applicable, the relevant Customer Premises Equipment and/or services and/or combination thereof provided to Customer by Huge Connect under the terms and conditions of this Agreement and as detailed in Service Schedules and Service Orders;
- 1.1.18 **“Service Delivery”** - the document, signed by a duly authorised representative of Customer, which forms part of this Agreement relating to the delivery, installation and/or provision of Services to Customer;
- 1.1.19 **“Service Order”** - the instruction containing an order by Customer for the provision of the Service, which forms part of this Agreement. A Service Order specifies the type of Service and the tariff option (which is linked to a contract period), which have been ordered by Customer and can be in the form of an completed Huge Connect Service Order document or an instruction issued by an Authorised Person via e-mail, facsimile and/or telephonically;
- 1.1.20 **“Service Schedule”** – the annexure(s) attached to the Master Services Agreement setting out the terms and conditions applicable to the specific Services requested by Customer in terms of the Service Order(s);
- 1.1.21 **“3rd Party Service”** – the services acquired by Huge Connect from upstream service providers (also referred to as third party service providers) and which is provided to Customer in its original form or in a repackaged, bundled or linked form as specified in the Service Schedule.
- 1.1.22 **“Uncontrollable Event”** means (including without limitation) any event constituting force majeure as specified in Clause 13 of the Master Services Agreement including any other cause beyond the reasonable control of the 3rd Party Service provider and/or Huge Connect including the termination or suspension of a service or product provided by the 3rd Party Service provider, that may result in a delay or a failure to provide any service or product.
- 1.2 If any provision in the definitions Clause is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definitions Clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 1.3 All expressions contained in the body of this Agreement shall have the same meaning in all of the Service Schedules and/or addenda attached hereto from time to time.
- 1.4 The headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.5 This Agreement shall, unless the context so requires, include any special terms and conditions agreed in writing between Huge Connect and Customer.
- 1.6 Words importing the singular include the plural and vice versa.
- 1.7 Words importing a gender include any gender.

2 COMPONENTS OF THIS AGREEMENT

- 2.1 The Service Schedule(s) as well as the Service Order(s) shall be deemed to be incorporated herein, and shall form an integral part of this Agreement.
- 2.2 This Agreement shall operate as a severable and distinct agreement in respect of each Service Schedule and Service Order pertinent to the Services ordered by Customer from time to time, and any additional conditions in any such Service Schedule(s) and Service Orders contained shall be deemed to be incorporated herein, and shall form part of this Agreement.
- 2.3 In case of any conflict, unless specifically otherwise provided for, the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict:
 - 2.3.1 In respect of provisions detailing the Services:
 - 2.3.1.1 The Service Schedule(s);
 - 2.3.1.2 The Service Order(s);
 - 2.3.1.3 This Master Services Agreement.
 - 2.3.2 In respect of any other provisions:
 - 2.3.2.1 This Master Services Agreement;
 - 2.3.2.2 The Service Order(s)
 - 2.3.2.3 The Service Schedule(s).
- 2.4 Huge Connect shall execute any Service Order communicated to it by an Authorised Person. .

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the Effective Date and endure indefinitely until terminated by either Party giving not less than 1 (one) calendar month's written notice, provided that such notice may not be given prior to the expiry of all the Contract Periods specified in Service Order(s).
- 3.2 Notwithstanding Clause 3.1, Customer shall have the right to cancel any individual Service provided such Service's Contract Period, in terms of Service Order, has expired and provided Customer gives at least one calendar month's written notice of such Service termination to Huge Connect. For avoidance of doubt, should the Agreement be terminated in accordance with Clause 3.1 above, then all Services under the Agreement shall be terminated simultaneously.
- 3.3 Notwithstanding Clause 3.1, Customer shall have the right to cancel any newly acquired Service within 10 (ten) Business Days of such Service Delivery should Customer not be satisfied with such Service excluding any 3rd Party Service(s). However, Customer shall be liable for all applicable charges and costs, including all charges that may have been waived by Huge Connect, up to and including the date of cancellation.

4 CREDIT VETTING

- 4.1 Customer hereby consents to:
 - 4.1.1 Huge Connect performing credit searches/checks with one or more of the registered credit bureaus when assessing Customer's application for services to be provided by Huge Connect.
 - 4.1.2 Huge Connect monitoring and recording Customer's continued payment behaviour by researching their record at the mentioned registered credit bureaus and to use such new

information and data obtained from registered credit bureaus in respect of Customer's future applications for services.

- 4.1.3 Huge Connect recording the Customer's payment behaviour and in case of continued defaults by Customer, reporting such to registered credit bureaus.

5 OBLIGATIONS

- 5.1 Huge Connect undertakes to provide the Service(s), as described in the relevant Service Schedule(s) and Service Order(s) beginning on the Effective Date and continuing for the duration of this Agreement as provided for in Clause 2.4 above.
- 5.2 Customer agrees to adhere to generally acceptable etiquette when utilizing any of Huge Connect's Services and be bound by Huge Connect's Acceptable Use Policy available on Huge Connect's website www.hugeconnect.co.za or any other instructions issued by Huge Connect at any time
- 5.3 Customer may not utilize any service in any manner which may compromise the security of Huge Connect or any 3rd Party Service provider's service or network, or any other network connected thereto, or tampers with a service or such a network in any manner whatsoever.
- 5.4 Customer undertakes not to and/or not to permit any other person to use the Services for purposes not agreed to between the Parties. Customer agrees that they shall be liable to Huge Connect for any reasonable additional charges levied by Huge Connect in such instances.
- 5.5 Customer indemnifies Huge Connect against any claims, procedures and expenses arising from any infringement of Clause 5.2, 5.3 and 5.4 of this Agreement.
- 5.6 Huge Connect is entitled to take whatever action Huge Connect may deem necessary and reasonable to preserve the security and reliability of its or any 3rd Party Service Provider's service or network.

6 CUSTOMER PREMISES EQUIPMENT – WARRANTY AND INSURANCE

- 6.1 The risk of damage to and loss of the Customer Premises Equipment shall pass to the Customer upon its installation and/or delivery to the Customer's Address of Request and shall remain with the Customer until the Customer Premises Equipment (not owned by Customer) are returned in good and satisfactory order by the Customer to Huge Connect at its registered offices.
- 6.2 The Customer shall ensure that the Customer Premises Equipment, in the case where Huge Connect remains the owner, from the date of delivery/installation, is covered for its full replacement value, by a comprehensive all-risks insurance policy, in which the interest of Huge Connect or its designated subcontractor has been noted. Huge Connect shall provide the Customer with the replacement value of the Customer Premises Equipment at the request of the Customer.
- 6.3 Huge Connect warrants that Customer Premises Equipment purchased by Customers shall for a period of 12 (twelve) calendar months from the date of delivery, be free from defects in materials and workmanship and fit for the purpose for which they are intended. Consumable Parts are excluded from the warranty.

7 BILLING AND PAYMENT

- 7.1 The billing in respect of the Service(s) shall commence on the Billing Date.

- 7.2 Customer accepts that Huge Connect issues financial documents electronically and Huge Connect confirms that such electronically issued financial documents shall comply with the Value-Added Tax Act of 1991 as amended.
- 7.3 Customer is responsible for the payment of all Charges indicated on the account rendered without set-off or deduction.
- 7.4 All monies due to Huge Connect in accordance with this agreement shall be paid to Huge Connect via a debit order unless otherwise agreed between the parties.
- 7.5 The invoices and/or statements rendered by Huge Connect and/or any entity on behalf of Huge Connect and/or a certificate signed by any of Huge Connect's managers, which manager's appointment need not be proved, shall be *prima facie* proof in any court of law of Customer's indebtedness towards Huge Connect and any other fact referred to therein, including, but not limited to the recovery costs and the replacement cost of any equipment referred to in this Agreement.
- 7.6 Huge Connect shall be entitled to charge interest if an account rendered to a Customer is not paid on or before the due date, up to and including the date of payment at the prevailing maximum interest rate prescribed in terms of the National Credit Act, 34 of 2005.

8 VARIATION OF CHARGES AND TERMS

- 8.1 Huge Connect may vary, in its reasonable discretion, all or any of its terms and Charges or introduce new terms and Charges from time to time.
- 8.2 All Charges are subject to an annual tariff increase commencing 01 March of each year. Such increases shall not exceed the Average Consumer Price Index of South Africa (for the previous 12 months) unless otherwise agreed between the Parties in writing.
- 8.3 Huge Connect may also vary the charges, terms and conditions of this Agreement, at its sole discretion, if necessitated by new legislation, statutory instruments, Government regulations or licenses, or similar events.
- 8.4 Huge Connect shall notify Customer of any such escalation or variation in terms of Clauses 8.1, 8.2 and 8.2 above, in writing.

9 REBATE OF CHARGES

- 9.1 Where the Service has been wholly and continuously unavailable for an uninterrupted period of 18 (eighteen) Business Hours or more after a failure in the Service has been reported to Huge Connect and such failure is not as a result of:
 - 9.1.1 a fault or due to negligence of/by Customer;
 - 9.1.2 a fault on Customer Application;
 - 9.1.3 the interruption/unavailability of 3rd Party Service(s);
 - 9.1.4 Customer being in breach of any of the provisions of the Agreement; and/or
 - 9.1.5 Force Majeure, as more particularly described in Clause 13 below,

Customer may apply to Huge Connect in writing for a rebate of the monthly Subscription Charges appropriate to that period of unavailability. Huge Connect, upon approval, shall credit Customer, by way of deduction from Huge Connect's next invoice, a pro rata rebate of the Subscription Charge.

- 9.2 Notwithstanding the provisions of Clause 9.1 and without prejudice to the generality of Clause 14, Customer acknowledges that Huge Connect relies on infrastructure and services obtained from other electronic communications network service and electronic communications service licence holders, and that Huge Connect shall not be liable to Customer in accordance with this Agreement for the use of such apparatus and/or services provided or leased from any such other licensed operators or any other person or entity, including without limitation voice or data communication services during any period of unavailability.

10 NOTICES AND DOMICILIA

- 10.1 The Parties chooses as their domicilium citandi et executandi, the addresses set out in the Service Order.
- 10.2 Either Party hereto shall be entitled to change its address from time to time, provided that the change shall only become effective on the 14th (fourteenth) day after receipt of the notice by the addressee.
- 10.3 Any notice or communication required or permitted to be given to a Party in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile transmitted to the facsimile number set out opposite the name of the Party so notified.
- 10.4 A notice sent by a Party contained in a correctly addressed envelope shall be deemed to have been received on the 10th (tenth) day after posting (unless the contrary is proved) and on the day of delivery if such notice is hand delivered provided that such notice is:
- 10.4.1 sent by prepaid registered post to it at its chosen postal address in terms of Clause 10.1; or
- 10.4.2 delivered by hand to a responsible person during ordinary Business Hours at its chosen physical address in terms of Clause 10.1.
- 10.5 Any notice by telefax to a Party at its telefax number shall be deemed to have been received on the first Business Day after the date of transmission.
- 10.6 It shall also be competent to give notice by email sent to the email address of the contact person in accordance with clause 10.1.
- 10.6.1 A delivery receipt that the email has been successfully delivered to the mentioned email address, shall constitute adequate proof that the notice has been properly served on the receiving Party.
- 10.6.2 Any notice sent by email to the email address above of a Party shall be deemed to have been received on the first Business Day after the date of transmission.
- 10.7 Subject to any provision in this Agreement to the contrary, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

11 SUSPENSION / DISCONNECTION

- 11.1 Huge Connect may elect to suspend the Service(s), and if applicable, disconnect and/or recover the Customer Premises Equipment (where relevant) in the event of:
- 11.1.1 failure by Customer to pay the Charges within ten (10) Business Days after the due date as indicated on the account rendered to Customer; and/or
- 11.1.2 Huge Connect being entitled to terminate this Agreement.

- 11.2 Huge Connect shall use its reasonable endeavours to ensure there is a minimum disruption to the Service(s) in the event of a technical fault and/or any required maintenance with respect to the Service(s).
- 11.3 Any exercise by Huge Connect of its rights of suspension in respect of an event referred to in Clause 10.1 shall not exclude Huge Connect's right subsequently to terminate this Agreement.
- 11.4 Customer shall remain liable for all charges due to Huge Connect throughout the period of suspension unless Huge Connect at its sole discretion determines otherwise.

12 TERMINATION

- 12.1 Without prejudice to any other rights which may accrue before or after any termination:
 - 12.1.1 Huge Connect may terminate this Agreement forthwith in the event that:
 - 12.1.1.1 Customer hereto is in a material breach of any of its obligations in terms of this Agreement and in the case of a remediable breach, fails to remedy such breach within 30 (thirty) days of receiving written notice to do so;
 - 12.1.1.2 Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act 24 of 1936, or any act which would have been an act of insolvency had it been committed by a natural person or if any petition or application in sequestration, liquidation, winding-up or judicial management (including rescue proceedings as provided for in the Companies Act.) is presented by or made against Customer, or if any resolution to wind-up Customer is passed or if a receiver, trustee or curator is appointed over the whole or any part of Customer's assets or estate or if Huge Connect anticipates that any of the events set out in this Clause are imminent; or
 - 12.1.1.3 Customer does or allows to do anything which in Huge Connect's reasonable opinion shall or may have the effect of negatively affecting the operation of the Service.
 - 12.1.2 Huge Connect may, if Customer defaults in its payment obligations in accordance with this Agreement:
 - 12.1.2.1 notify credit bureaus of Customer's default; and/or
 - 12.1.2.2 disconnect or recover the Devices/ Customer Premises Equipment (where relevant) or Services to prevent any further use thereof.
- 12.2 Upon termination of this Agreement Huge Connect shall disconnect the Service and Customer shall return all Customer Premises Equipment (where relevant) to Huge Connect within 7 (seven) Business Days from date of such termination. Should Customer fail to return such Customer Premises Equipment (where relevant) to Huge Connect, Customer shall be liable to Huge Connect for the total replacement value of all Customer Premises Equipment not returned.
- 12.3 Notwithstanding Clause 12.2 above, Customer may request Huge Connect to recover the Customer Premises Equipment, in which case Customer shall be liable to Huge Connect for all costs incurred by Huge Connect to recover such Customer Premises Equipment.

13 FORCE MAJEURE

- 13.1 The Parties shall not be under any liability for any breach of any provision of the Agreement or any other failure hereunder if and to the extent that such breach or failure is as a result of Acts of God, war (whether declared or not), sabotage, riots, explosion, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, act or default of any licensed electronic communication network service or electronic

communication service operator, 3rd Party Service Provider, supplier, agent or subcontractor, industrial disputes of any kind, physical obstacles or atmospheric conditions or any other cause beyond the reasonable control of either Party, including the termination or suspension of a 3rd Party Service which may result in a delay or a failure to provide any Service.

14 LIABILITY

- 14.1 Save to the extent otherwise provided for in this Agreement or where Customer is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, Huge Connect do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any Service.
- 14.2 Huge Connect shall perform its obligations hereunder with a reasonable degree of skill and care.
- 14.3 Neither Party shall incur any liability for any loss or damages to the property or injury to the other Party or a third party, arising out of the performance of this Agreement, whether direct or indirect, consequential or contingent, provided that any loss directly or indirectly attributable to the gross negligence of Huge Connect or any product liability provided for in the Consumer Protection Act 68 of 2008, is excluded.
- 14.4 In any event, to the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this Clause, Huge Connect's liability to Customer for any damages howsoever arising shall be limited to the amounts paid by Customer under this Agreement in consideration for a Service during the immediately preceding 12 (twelve) month period in respect of the Service which gave rise to the liability in question, provided that in no instance will Huge Connect's liability exceed R 100 000.00.
- 14.5 Huge Connect shall not be liable for and Customer will have no claim of whatsoever nature against Huge Connect as a result of:
- 14.5.1 any unavailability of, or interruption in the Service due to a Force Majeure or Uncontrollable event;
- 14.5.2 any damage, loss, cost or claim which Customer may suffer or incur arising from any suspension or termination of the Service/s for any reason contemplated in this Agreement.
- 14.6 Huge Connect shall not be liable for any expenses, damages or other liabilities incurred or suffered by Customer arising from the cancellation of the Service from any 3rd party Service provider and/or transfer of the Service to another 3rd party Service provider.
- 14.7 The provisions of this Clause shall continue to apply notwithstanding the termination or expiry of this Agreement.

15 DISPUTE RESOLUTION

- 15.1 Should any dispute, disagreement or claim arise between the Parties concerning this Agreement and/or any payments due by one Party to the other pursuant to its provisions (the "Dispute"), the Parties shall endeavour to resolve the dispute by negotiation in accordance with clause 15.1;
- 15.2 As required in terms of clause 15, representatives of the Parties shall meet and attempt to resolve the dispute within 10 (ten) Business Days from the date of written notice by the one to the other setting out the nature of the Dispute and providing the all relevant details pertaining thereto (the "Dispute Notice");

- 15.3 If the dispute has not been resolved by such negotiation within 10 (ten) Business Days of the date of the Dispute Notice, either Party may refer the Dispute to arbitration by giving written notice to the other Party;
- 15.4 The Parties shall appoint a South African registered and admitted attorney and a South African registered auditor to resolve the Dispute (the "Arbitrators");
- 15.5 Should the Parties be unable to agree on the names of the Arbitrators within 10 (ten) Business Days of the written notice referred to in clause 15.2, then the Arbitrators shall be such independent practising attorney or chartered accountant of not less than 15 (fifteen) years standing as nominated for this purpose by the President for the time being of the Law Society of the Northern Provinces or by the President for the time being of the South African Institute of Chartered Accountants, as the case may be.
- 15.6 Notwithstanding anything to the contrary contained in this clause 15, any Party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.
- 15.7 Save to the extent that this clause 15 provides to the contrary, no Party shall be entitled to institute any legal proceedings against the other in connection with any Dispute unless and until such Dispute has been submitted to arbitration in terms of this clause 15 and such arbitration proceedings have been concluded.
- 15.8 Unless otherwise agreed in writing by both Parties, any such negotiation or arbitration shall be held in Johannesburg and the language to be used in the arbitration proceedings shall be English. Conference telephone or other similar electronic or communications facilities may be used at such negotiation or arbitration provided always that all representative of the Parties and the Arbitrators are able to fully participate in the negotiation or arbitration concerned and are capable of hearing and being heard by all other Parties and Arbitrators participating at the relevant negotiation or arbitration.
- 15.9 The Dispute shall be finally determined by the Arbitrators within 15 (fifteen) Business Days from the date on which the Dispute was referred to them. The decision of the Arbitrators shall be final and binding on the Parties, and for the purposes of having any award made by the Arbitrators being made an order of court, each of the Parties hereby submits itself to the High Court of South Africa (the Johannesburg High Court). The Parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 15.10 The Parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated in clause 15.9.
- 15.11 This clause 15 constitutes an irrevocable consent by each of the Parties to any proceedings in terms hereof, is severable from the rest of the Agreement and shall, notwithstanding the termination of this Agreement, remain in full force and effect.
- 15.12 The Parties agree that the written demand by a Party to the dispute in terms of clause 15.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting prescription in terms of the Prescription Act, No 68 of 1969.

16 GENERAL

- 16.1 Customer may not cede, transfer, assign or delegate or otherwise deal with all or any of its rights and obligations in accordance with this Agreement except with Huge Connect's prior written consent, such consent not to be unreasonably withheld.

- 16.2 Huge Connect shall be entitled, at any time, to cede, transfer, assign or delegate or otherwise deal with all or any of its rights and obligations in accordance with this Agreement to any other juristic or natural person, without Customer's consent.
- 16.3 The Parties agree that this Agreement is the complete and exclusive statement of the Agreement between the Parties which supersedes all understandings or prior agreements oral or written, and all representations or other communications between the Parties relating to the subject matter of this Agreement.
- 16.1 Should either Party take legal action against the other Party in respect of this Agreement, the losing Party shall be responsible for payment of all legal costs incurred by the successful Party on a scale as between attorney and own client.
- 16.2 This Agreement shall be governed by and construed in accordance with South African law and the Parties hereby consent to the jurisdiction of the South African Courts.