



PRODUCT SPECIFIC TERMS – FIBRE TO THE BUSINESS

This document is concluded under the terms of the Master Services Agreement between CipherWave and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the CipherWave Master Services Agreement.

Unless the Customer has entered into a reseller agreement with CipherWave, resale of the Service is not permitted.

1. Interpretation

Broadband terminology not specifically defined herein shall have the meaning assigned thereto in the ISPA Guidelines and Recommendations on Broadband Terminology.

- 1.1. **Commencement Date:** Service Activation Date.
- 1.2. **Fibre Service:** The service delivered by CipherWave over the Link, as more fully set out in the Service Description clause below, the Master Service Agreement and the Service Order.
- 1.3. **Installation Period:** The period during which the installation of the Link is taking place, starting on the date this agreement becomes binding on CipherWave and the Customer, and ending on the Commencement Date.
- 1.4. **IP Network:** The Internet Protocol network owned and/or under the control of CipherWave.
- 1.5. **Link:** The fibre optic circuit terminating at the one end at a Network Interface Device at the Customer's Site / Premises indicated on the Service Order and at the other end at the Network-to-Network Interface between CipherWave and the network operator. Links are classified according to the traits of the premises where the access circuit is installed / to be installed, as follows:
 - 1.5.1. **In-Coverage Fibre** means any premises, location, or geographic area that falls within the designated service footprint where fibre-optic network infrastructure has been deployed and is capable of providing a fibre-based connection to the Customer, subject to standard installation requirements and service activation processes.
 - 1.5.2. **Out-of-Coverage Fibre** means any premises, location, or geographic area that is not within the designated fibre service footprint and where new network build, extension, or significant civil works are required to enable fibre connectivity.
- 1.6. **Lit Fibre:** Fibre that is connected to functioning fibre network equipment such that CipherWave can provide the Fibre Service.
- 1.7. **Network Interface Device:** is a device that serves as the demarcation point between the Link and the Customer's Site / Premises wiring.
- 1.8. **Contention/Subscription ratio:** Contention or Subscription ratio's is the planning rules for shared access links or Network capacity. Basically, a contention ratio is a ratio of possible demand against total capacity.

2. Service Description

- 2.1. **Fibre Broadband** is a symmetric, capped or uncapped, contended service which comprises of the provision of access to the Internet at maximum speeds as set out in the Service Order together with any relevant add-on services as described in the Service Order. The Service is provided by connecting the Customer to the CipherWave IP Network across a Link leased by CipherWave from a network operator.
 - 2.1.1. **Uncapped** – The uncapped version of Business Broadband Fibre is subject to the CipherWave Fair Use Policy, unless an add-on has been purchased for the waiver of the Fair Use Policy.
- 2.2. Due to the best effort nature of the Internet, IP throughput rates can only be guaranteed from the Network Interface Device to the point of interconnection between the CipherWave IP Network and the Internet.

- 2.3. Technical support should be requested only where the performance of the Link is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.
- 2.4. Web-based speed-tests are not reliable and will not be accepted as conclusive proof of non-performance by CipherWave. If a support call is logged with CipherWave, CipherWave shall use industry accepted tests in a controlled test environment to verify the performance of the Link.
- 2.5. **Fibre Business** is a dedicated last mile solution providing symmetric, uncontended (one-to-one), option where quality of service and guaranteed services is required; i.e. Bespoke Voice Solutions, MPLS, Video Conferencing. This service offers several customisable options to suit the Customer's unique requirements.
- 2.6. Fibre Services are provided in accordance with the service descriptions and the product rules.
- 2.7. Key service attributes are:
 - 2.7.1. Access Link contention – 1:1.
 - 2.7.2. Network contention – 1:1.
 - 2.7.3. SLA's available.

3. Installation of Link

- 3.1. Estimated lead times are determined by network coverage, network availability and the specific scope of work.
- 3.2. The duration to install a Link is subject to many factors which are outside the control of CipherWave. These include, but are not limited to obtaining approvals from municipalities, roads agencies, utilities providers, other network operators, private landowners and landlords. Construction work may be affected by inclement weather conditions.
- 3.3. Installation times are therefore only estimates. CipherWave shall do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of a Link. Should the Customer terminate the Master Service Agreement and/or Service Order before a Link is installed, the Customer shall be obliged to pay to CipherWave a termination fee as set out in the Master Services Agreement or the termination clause below.
- 3.4. The Customer shall be responsible for making available, at no cost to CipherWave, accommodation, power, space, including mast space, ducting and other facilities for the purposes of housing the transmission equipment of the Network Operator required for the provision of the Services to the Customer. The Customer shall ensure that the premises for which the request has been made are accessible at any reasonable time as may be required by CipherWave to fulfil its obligations in terms hereof.
- 3.5. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services.
- 3.6. In case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. Any costs associated to utilize the telco entrance / meet-me-room shall be for the Customer's account.

4. Activation of Service

- 4.1. Within 2 (two) days of completing the installation for the applicable Link, CipherWave will conduct acceptance tests on the Fibre Service. Upon successful testing being concluded, a Completion Certificate shall be provided to the Customer. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within 2 (two) days following receipt of the Completion Certificate.
- 4.2. Should the Customer detect a fault on the Fibre Service during these acceptance tests, the Customer shall notify CipherWave of such fault in writing. The Customer may only reject a Service on the basis

that the advertised technical specifications of the Service has not been met. If the Customer notifies CipherWave of its non-acceptance, further tests of the Service shall be conducted until the Service meets the advertised technical standards.

5. Support

- 5.1. Support for technical and billing issues must be logged telephonically, via telephone, email or in the online Customer portal details at support@CipherWave.co.za.
- 5.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times and should be sent to accounts@CipherWave.co.za.
- 5.3. The Customer will provide CipherWave with accurate and up to date information when Customer contacts CipherWave to report a suspected fault and is asked a standard set of structured questions. CipherWave shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

6. Relocation

- 6.1. Each Link has its own unique build cost (which is not related to the installation fee charged by CipherWave) and accordingly should the Customer wish to move premises during the Service Term of a Fibre Service, there will be associated costs recoverable from the Customer as follows:
- 6.2. If the new premises are at an address that falls within the definition of:
 - In-Coverage**
 - A replacement contract must be signed for at least
 - a) the same term
 - b) the same value
 - Relocation fees for the new Link will be payable by Customer.
 - Not-Feasible**
 - Value of the balance of contract reckoned from the Commencement Date will be payable.
- 6.3. To ensure minimum disruption to Service to the Customer, Customer must give CipherWave at least 6 (six) months' notice of its intention to move premises, together with full details of the new premises.

7. Acceptable Use Policy

Use of the Service shall at all times be subject to the CipherWave AUP, which may be located at <https://CipherWave.co.za/acceptable-use-policy/>.