

### 1.0 COMMENCEMENT AND DURATION:

- 1.1 The operation of this Agreement shall commence on the date on which the Subscriber enters into an Agreement with MASCOM WIRELESS and shall continue for the Minimum Term.
- 1.2 Subscription period is 30 days.
- 1.3 A subscription of 12 consecutive months qualifies for two free months, one after the first subscription and the other after the twelfth subscription. There will be no penalties for ceasing subscriptions prior to the twelfth month.

### 2.0 PROVISION OF SERVICES:

- 2.1 MASCOM WIRELESS shall use its best endeavors to ensure that the Fixed Broadband Services are made available to the Subscriber at all times in the location of service.
- 2.2: The Subscriber hereby warrants and undertakes in favor of MASCOM WIRELESS that the Subscriber:
  - 2.2.1 shall not use nor allow the Network Services to be used for any improper immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Network Services;
  - 2.2.2 shall only use Terminal Equipment, Laptops or any other Hardware approved by MASCOM WIRELESS, and comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by MASCOM WIRELESS relating to the use of Terminal Equipment, Laptops or any other Hardware, Network Services and SIM Cards;
  - 2.2.3 EQUIPMENT;
    - 2.2.3.1 The Customer is responsible for the safe keeping of all MASCOM WIRELESS owned equipment on the premises to which any service is provided under this Agreement;
    - 2.2.3.2 The Customer must provide the appropriate environment for such equipment, complying with MASCOM WIRELESS's recommendations;
    - 2.2.3.3 MASCOM WIRELESS requests all users to notify on any planned works that may interfere with service equipment. Failure to do so may result in damage of infrastructure or equipment for which the customer is liable and will incur cost for replacement of the equipment even on cancellation of services;
    - 2.2.3.4 The Customer will pay MASCOM WIRELESS its standard charges for repairing or replacing any such equipment which is lost, destroyed or damaged including but not limited to physical damage except by fair wear and tear or by MASCOM WIRELESS's negligence;
    - 2.2.3.5 The Customer undertakes not to interfere with the equipment in any way or permit anyone else to interfere with it, unless authorized by MASCOM WIRELESS;
    - 2.2.3.6 All infrastructure and equipment remains the property of MASCOM WIRELESS, and will be removed by MASCOM WIRELESS or its authorized partners on termination of services;
    - 2.2.3.7 The customer will not allow any other party to have access to MASCOM WIRELESS's equipment's, neither will customer attempt to make any changes to the configuration for any reason;

### 3.0 CHARGES AND PAYMENTS:

- 3.1 In consideration for the provision of the Network Services and other services supplied by MASCOM WIRELESS to the Subscriber, the Subscriber shall effect payment to MASCOM WIRELESS of the applicable Charges, as detailed in the Tariff Schedule, and whether or not the Network Services will be

- 3.2 Upfront fees shall cover installation, home-gateway/router & configuration. The IP phone shall be paid for upfront
- 3.3 Monthly subscription is payable in advance.
- 3.4 Upgrade or downgrade can be done at the end of a subscription period.
- 3.5 MASCOM WIRELESS shall send the monthly accounts ("bill") to the Subscriber at the email address provided on the application form. The Subscriber shall check the bill in order to ensure that the contents thereof are correct in line with package choice.
- 3.6 MASCOM WIRELESS may, by written notice to the Subscriber, vary future Charges, either in whole or in part, with effect from the date specified in such notice.
- 3.7 Unless otherwise agreed to by MASCOM WIRELESS in writing, the Subscriber shall effect payment to MASCOM WIRELESS:
  - 3.7.1 for the supply and delivery of Terminal Equipment, Laptops or any other Hardware, Installation and SIM Cards in full, on presentation of invoice and against such delivery of Monthly Service Charges and all other Charges, Monthly in advance in full
- 3.8 MASCOM WIRELESS may at any time on a reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.
- 3.9 All prices and charges set out in this Agreement and any Tariff Schedule are inclusive of Value Added Tax and any other applicable Tax or Duty, the liability for which shall vest with the Subscriber.

#### 4.0 **SUSPENSION:**

- 4.1 MASCOM WIRELESS may at any time, without notice to the Subscriber and in any manner whatsoever, suspend its provision of Network Services to the Subscriber in the event that:
  - 4.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining to any manner whatsoever to the Network Services or the Network;
  - 4.1.2 the Subscriber fails to perform any of the obligations or breaches the terms of this Agreement;
  - 4.1.3 the Subscriber at any time does not subscribe for service in the manner prescribed or fails to pay the outstanding invoice on due date.
- 4.2 MASCOM WIRELESS reserves the right to require the Subscriber to effect payment of any applicable reconnection Charges pursuant to the restoration of Network Services suspended in the circumstances contemplated in the Agreement.

#### 5.0 **USAGE:**

- 5.1 A Maximum of 4 MASCOM WIRELESS SIMs can share the 'free mobile data bundle' and the data shall be equally shared per MASCOM WIRELESS SIM.
- 5.3 The advertised speeds per plan refer to user access via the home gateway within the "home" location
- 5.4 THROUGHPUT RATES AND IP ACCESS
  - 5.4.1 Access to, and across the MASCOM WIRELESS Fixed Broadband service is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed
  - 5.4.2 Due to the nature of Internet, MASCOM WIRELESS can only control IP throughput rates from the user network interface of the equipment to the point of interconnection between MASCOM WIRELESS network and the Internet.
  - 5.4.3 IP Throughput rates may also be reduced by MASCOM WIRELESS in accordance with its Fair Usage Policy (FUP).

Each Fixed Broadband profile has an allocated FUP threshold which when reached the customer's throughput speeds may be reduced. Mascom reserves the right to revise these thresholds periodically to ensure that the majority of customers have an excellent user experience

- 5.4.4 MASCOM WIRELESS reserves the right to implement a Fair Usage Policy on certain upstream Fibre provider networks
- 5.5 Options shall be available for top-up bundles to re-instate preferred speed for the duration of the subscription period
- 5.6 Subscriber may upgrade or downgrade Broadband plan, upon notifying MASCOM WIRELESS
- 5.7 Inclusive mobile data available only with 'My Airtime Manager' off.

### 6.0 **LIMITATION OF LIABILITY:**

Without detracting from any of the other provisions of this Agreement, MASCOM WIRELESS shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, and whether same is direct or consequential, in the event that:

- 6.1 MASCOM WIRELESS fails for any reason whatsoever to supply and/or provide installation of any Terminal Equipment, Laptops or any other Hardware or Sim Cards, either on the required date, or at all: and/or the Network's services are interrupted, suspended or terminated, for whatsoever reason and/or such loss or damage was caused by any negligent act or omission on the part of MASCOM WIRELESS, its employees or its agents;
- 6.2 The Company has no obligations to exhaust the archiving system on services already rendered.
- 6.3 There is interruption of service, loss or damage as a result of physical impediment of service access (fibre cut)

### 7.0 **BREACH:**

- 7.1 In the event that the Subscriber breaches any term of this Agreement, or any warranty given by it hereunder, or fails to fulfill any obligation resting upon it, including the failure to pay any amount owing to MASCOM WIRELESS on due date, then without prejudice to MASCOM WIRELESS's other rights in terms of this Agreement or the Common Law, MASCOM WIRELESS may forthwith and without notice to the Subscriber either terminate this Agreement or call for specific performance of all the Subscriber's obligations, and immediate payment of all sums of money owing by the Subscriber whether or not then due, in either event without prejudice to MASCOM WIRELESS's right to seek such damages as it may have suffered by reason of such breach or failure;
- 7.2 Notwithstanding the foregoing, and pending MASCOM WIRELESS election of this Agreement, MASCOM WIRELESS shall not be obliged to perform any of its obligations under this Contract and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this Contract, whether or not such are then due.
- 7.3 MASCOM WIRELESS shall be entitled to forthwith without notice terminate this Agreement in the event that the Subscriber is sequestered, liquidated or placed under judicial management, whether provisionally or finally and whether voluntarily or compulsory.
- 7.4 Without detracting from any of the other provisions of this Agreement, in the event that in breach of the provisions of this Agreement, the Subscriber prematurely terminates this Agreement, alternatively breaches this Agreement, and MASCOM WIRELESS elects to cancel same, then the Subscriber shall be liable to effect payment to MASCOM WIRELESS of the Monthly Service charges which would have been payable to MASCOM WIRELESS in respect of the remainder of the period of the Agreement.

### 8.0 ACCESS TO PROPERTY:

- 8.1: The Customer is responsible for obtaining any necessary consents for the installation and use of any equipment which is to be installed under this Contract other than on MASCOM WIRELESS premises.
- 8.2: The Customer will allow MASCOM WIRELESS reasonable access to the Customer's premises (and any other premises to which access is necessary) for the purposes of this Contract. MASCOM WIRELESS will observe any reasonable site rules of the Customer previously notified to MASCOM WIRELESS in writing.

### 9.0 GENERAL:

- 9.1: Services will be rendered through the address given on this "Agreement Form". Should there be no written complaints or changes to that effect, all services rendered through the address given will be deemed to have been validly given on the 3rd day of sending.
- 9.2: The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated by it to any third party.
- 9.3: The rights and obligations of MASCOM WIRELESS in terms of this Agreement may be ceded and delegated by it to any other party.
- 9.4: No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of both Parties.
- 9.5: This document contains the entire Agreement between the Parties regarding the matters contained herein irrespective of whether such undertakings representation or warranties have been made by any dealer or purported agent of MASCOM WIRELESS
- 9.6: No indulgence, leniency or extension of time which MASCOM WIRELESS may show to the Subscriber shall in any way prejudice MASCOM WIRELESS or preclude MASCOM WIRELESS from exercising any of its rights in the future.
- 9.7: This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Botswana.
- 9.8: A Certificate under the hand of any manager of MASCOM WIRELESS certifying the amount of any amount owing by the Subscriber to MASCOM WIRELESS shall be prima facie proof of its contents and sufficient proof for the purpose of enabling MASCOM WIRELESS to obtain any judgment or order against the Subscriber.
- 9.9: In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement, which will nevertheless be binding and enforceable.
- 9.10: The Subscriber hereby authorizes MASCOM WIRELESS to disclose the Subscriber's name and address for the purpose of enabling the Network to provide emergency Network Services to the Subscriber, or directory services and information to network users generally.

### 10.0 NOTICES:

- 10.1: All notices required to be given under this Contract will be deemed to have been properly served if sent by prepaid registered post or delivered to MASCOM WIRELESS or the Customer's principal place of business or to any address given in the Subscriber Agreement, or to any other address either party has given to the other for the purpose from time to time'
- 10.2: Where in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communication by email and/or facsimile. Communication by email and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 hours (forty eight) hours after the time of transmission.