



## Product Terms

### Leased Lines

#### 1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to the Leased Line, Customer agrees that he/she/it has read, understand and are bound by:
  - 1.3.1 the General Terms and Conditions and Use Policies under “**General Terms**” and other notices under “**Notices**” on MWEB Business’ Legal Website; and
  - 1.3.2 the Product Terms set out herein;  
(collectively the “**MWEB Business Terms**”)
- 1.4 Customer’s use of the Leased Line indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
  - 1.5.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of the Leased Line, as same may be amended from time to time in terms of the Agreement;
  - 1.5.2 “**Diginet Line**” means a Diginet Line provided by Telkom which is a dedicated permanent open, secure, high quality point-to point connection between Customer and MWEB Business’ managed infrastructure over a digital transmission network to provide the Services contemplated in clause 1.5.15 (i) and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
  - 1.5.3 “**ECA**” means the Electronic Communications Act No 36 of 2005, as amended;
  - 1.5.4 “**EVC**” means ethernet virtual circuit;
  - 1.5.5 “**Diginet Line Fees**” means the fees which are payable by Customer from time to time to MWEB Business in respect of all fees and charges levied by Telkom to MWEB Business attributable to the Diginet Line, including, but not limited to application, installation maintenance, support and repair fees;



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- 1.5.6 **“Equipment”** means the router (including software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it) which meets the requirements of the relevant Leased Line Services selected by Customer in the Application Form, which router is provided by Customer or owned by MWEB Business and rented to Customer in terms of the : (i) Equipment Rental Product Terms or Equipment Rent To Own Product Terms: or (ii) sold by MWEB Business to Customer in terms of the Equipment Purchase Product Terms;
- 1.5.7 **“Equipment Purchase Product Terms”** means the terms and conditions applicable to the purchase of the Equipment by Customer from MWEB Business which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Equipment Purchase”;
- 1.5.8 **“Equipment Rental Product Terms”** means the terms and conditions applicable to the rental of the Equipment by MWEB Business to Customer which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Equipment Rental”;
- 1.5.9 **“Equipment Rent To Own Product Terms”** means the terms and conditions applicable to the rental of the Equipment by MWEB Business to Customer which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Equipment Rent To Own”;
- 1.5.10 **“Failover”** means a period within which the Operator Line is not available for access and/or use by Customer;
- 1.5.11 **“Failover Services”** means the: (i) Broadband Services; (ii) MWEB ADSL Services; and (iii) MWEB Connectivity Services (as defined in the Failover Service Product Terms), used by Customer to access and/or use the Leased Line Services during Failover;
- 1.5.12 **“Failover Services Product Terms”** means the terms and conditions applicable to the Failover Services provided by MWEB Business to Customer in accordance with the Failover Product Terms which can be found under the name “Failover” at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading “Product Terms”. Such Product Terms shall be applicable to Customer during a Failover as set out in clause 6 below and shall for these purposes be deemed to be included in the Agreement;
- 1.5.13 **“Force Majeure”** means any of the following events to the extent such events are beyond the reasonable control of a party-
- i. acts of God;
  - ii. fires, floods or other catastrophes;
  - iii. acts or failures to act of any governmental authority;



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- iv. acts of war or civil disturbances;
- v. terrorism;
- vi. severe weather;
- vii. strikes and other labour actions;
- viii. theft and vandalism;
- ix. other external aggression, including cable cuts; and
- x. other similar events beyond such party's reasonable control;

1.5.14 "**General Terms**" means the terms and conditions set out in the general terms and conditions for MWEB Business' customers, which is available at <http://www.mwebbusiness.co.za/legal/GeneralTerms.aspx> under the heading "General Terms";

1.5.15 "**Leased Line**" means the Services contemplated in these Product Terms, MWEB Business renders to Customer in accordance with Customer's choices, as set out in the Application Form under such heading or description comprising of: (i) dedicated Internet connectivity via the Operator Line; (ii) configuration of the Equipment; and (iii) if selected in the Application Form, the management of the Operator Line, as contemplated in the product terms applicable to the Operator Line selected by Customer in the Application Form;

1.5.16 "**MetroConnect Product Terms**" means the terms and conditions applicable to the rental of the MetroConnect e-Line to Customer by MWEB Business which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading "MetroConnect";

1.5.17 "**MetroConnect e-Line**" means the EVC provided by the relevant Municipality which is a dedicated virtual transmission network connected between MWEB Business' network infrastructure and Customer's Equipment in order to provide the Leased Line Services contemplated in clauses 1.5.15 above and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;

1.5.18 "**MetroConnect e-Line Fees**" means the fees which are payable by Customer from time to time to MWEB Business in respect of all fees and charges levied by the relevant Municipality to MWEB Business attributable to the MetroConnect e-Line, including, but not limited to application, installation maintenance, support and repair fees;

1.5.19 "**Municipality**" means any municipality established as such by the Local Government Acts and given the authority to provide MetroConnect e-Line by ECA, Local Government Acts, and/or any other regulations and/or notices;

1.5.20 "**Neotel**" means Neotel (Pty) Ltd;



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- 1.5.21 "**Neolink Line**" means a Neolink Line provided by Neotel which is a dedicated permanent open, secure, high quality point-to point connection between Customer and MWEB Business' managed infrastructure over a digital transmission network to provide the Services contemplated in clauses 1.5.15 above and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
- 1.5.22 "**Neolink Line Fees**" means the fees which are payable by Customer from time to time to MWEB Business in respect of all fees and charges levied by Neotel to MWEB Business attributable to the Neolink Line, including, but not limited to application, installation maintenance, support and repair fees;
- 1.5.23 "**Telco Neolink Line Rental Product Terms**" means the terms and conditions applicable to the rental of the Neolink Line to Customer by MWEB Business, which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading "Neolink";
- 1.5.24 "**Operator**" means the operator selected by Customer in the Application Form which could include without limitation: (i) Telkom; (ii) Neotel; and/or (iii) any Municipality which will be responsible for the design, installation, configuration and management of the of their respective Operator Line;
- 1.5.25 "**Operator Line**" means either: (i) Diginet Line; (ii) Neolink Line; (iii) MetroConnect e-Line; and/or (v) any other physical or virtual line provided by the Operator;
- 1.5.26 "**Operator Line Fees**" means either the: (i) Diginet Line Fees; (ii) Neolink Line Fees; and/or (iii) MetroConnect e-Line Fees payable by Customer for the rental of the Operator Line;
- 1.5.27 "**Telco Diginet Line Rental Product Terms**" means the terms and conditions applicable to the rental of the Diginet Line to Customer by MWEB Business which are available at <http://www.mwebbusiness.co.za/legal/ProductTerms.aspx> under the heading "Telco Diginet Line Rental; and
- 1.5.28 "**Telkom**" means Telkom SA Limited and/or its successors.

## 2. DURATION

- 2.1 Leased Line shall commence with effect from the date of activation of the Leased Line by MWEB Business and endure for the duration of the Operator Line selected by Customer in the Application Form (hereinafter referred to as the "**Initial Period**"). Notwithstanding the aforesaid, the provisions of this clause 2.1 are subject to Customer's termination rights detailed in clauses 7.5, 7.6 and 7.11 of the General Terms where clauses 7.5, 7.6 and 7.11 of the General Terms are applicable to Customer.
- 2.2 Either Party may terminate Leased Line at the end of the Initial Period by giving the other Party 3 (three) calendar months written notice of termination prior to the end of the Initial Period. Any notice of termination given by Customer during the Initial Period shall only become effective upon the expiry of the Initial Period.



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- 2.3 If neither Party has given notice as contemplated in clause 2.2 above, Leased Line shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate the Leased Line on 3 (three) calendar months written notice to the other to that effect.
- 2.4 Customer acknowledges that termination of any Operator Line used to access Leased Line shall (subject to the provisions of the General Terms relating to the payment of any penalty for any termination prior to the expiry of the Initial Period), automatically terminate the Leased Line Services;
- 2.5 In the event of a termination, Customer's use of Leased Line shall be deemed terminated. However, in the event that Customer logs on to Leased Line following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs to MWEB Business however, this shall in no way constitute a revival of the Agreement between the Parties and MWEB Business shall furthermore be entitled to terminate the Leased Line without notice to Customer.
- 2.6 To the extent that Leased Line provided to Customer is suspended by MWEB Business in terms of the provisions clauses 9 and 12 of the General Terms or for any other reason whatsoever Customer acknowledges that it will forfeit its access to and/or use of Leased Line, but Customer shall still be liable to pay the Service Fees during such suspension.

### 3. SERVICE FEES

- 3.1 Customer shall pay MWEB Business the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2 In the event that MWEB Business has applied for the Operator Line in its own name and rents the usage of such Operator Line to Customer to enable Customer to access the Leased Line Services, the Operator Line Fees payable by Customer in terms of the: (i) Telco Diginet Line Rental Product Terms; (ii) Neolink Line Rental Product Terms; or (iii) MetroConnect e-Line Product Terms, shall be deemed to form part of the Service Fees and all the provisions in the Agreement relating to the payment of the Services Fees will be applicable to the Operator Line Fees. Customer acknowledges that the Operator Line Fees might not be payable in advance but in arrears however, MWEB Business may include such Operator Line Fees in the Services Fees even if it is not due or paid by MWEB Business to any Operator, provided that such Operator has invoiced MWEB Business for such Operator Line Fees.
- 3.3 A certificate signed by a Financial Manager of MWEB Business, whose appointment, qualification and authority need not be proved, shall be *prima facie* proof of any existence and amount of Operator Line Fees due and payable by the Customer from time to time.

### 4. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 4.1 MWEB Business undertakes to use its reasonable endeavours to provide Customer with the Leased Line on a 24 (twenty four) hour per day basis on each and every day for the continued duration of the Leased Line.



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- 4.2 Although MWEB Business uses reasonable care and diligence to ensure that the Leased Line is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable MWEB Business does not warrant, represent or in any way guarantee, either expressly or by implication that the Leased Line is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. MWEB Business furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose. Customer therefore agrees that the Leased Line is rendered "as is" and "as available" and is used at the Customers' own discretion and risk.
- 4.3 Customer acknowledges that the following circumstances and events may impact upon its use of the Leased Line and further that these circumstances and/or events are beyond MWEB Business' control: (i) use of the Leased Line including the Operator Line by other customers; (ii) Operator's network; (iii) limitations upon national and/or international bandwidth capacity; (iv) telecommunication service operator failures, which includes telecommunication links and line failures; (v) operating systems; (vi) access technology failures; (vii) quality of service of telecommunication links or lines; (viii) any action, omission and/or failure by Customer and/or his/her/its systems, software, network and/or equipment which has an impact on the Leased Line; and (ix) any other action, omission and/or failure not within MWEB Business' control which has an impact on the Leased Line.

## 5. TERMS AND CONDITIONS SPECIFIC TO LEASED LINE

- 5.1 MWEB Business will provide the Leased Line Services in accordance with Customer's selection, as indicated in Application Form as well as the provisions of the Agreement, which shall include the provisions of the Service Level Agreement contemplated in clause 6 below.
- 5.2 Customer acknowledges and agrees that:
- 5.2.1 in order to have access to Leased Line, the Operator Line is required which is not included in the Leased Line Services;
- 5.2.2 he/she/it must complete the Application Form for the initiation of the Operator Line preferred by Customer to enable access the Leased Line Services;
- 5.2.3 MWEB Business will provide Leased Line via the Operator Line selected by Customer in the Application Form;
- 5.2.4 if Diginet Line is selected as the line to be used to access Leased Line Services, MWEB Business shall provide Customer with Leased Line subject to the Telco Diginet Line Rental Product Terms;
- 5.2.5 if Neolink Line is selected as the line to be used to access Leased Line Services, MWEB Business shall provide Customer with Leased Line subject to the Neolink Line Rental Product Terms;
- 5.2.6 if MetroConnect e-Line is selected as the line to be used to access Leased Line Services, MWEB Business shall provide Customer with Leased Line subject to the MetroConnect Product Terms;



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- 5.2.7 Leased Line is provided subject to the provisions of the ECA, Operator's terms and conditions and any other applicable legislation and/or regulation applicable from time to time;
- 5.2.8 the quality of the Leased Line is dependent upon the quality and capacity available to the Operator Line and Customer shall therefore not be entitled to terminate Leased Line as a result of any impairment to the quality of the Operator Line and/or quality and/or capacity of the Operator's network which impacts on Customer's access and usage of the Leased Line Services;
- 5.2.9 he/she/it may not terminate Leased Line, other than as contemplated in clause 2 above or in terms of clause 7.11 of the General Terms, where clause 7.11 of the General Terms is of application to Customer should such Operator Line not be available to Customer at any stage during the term of the Leased Line Service for any reason whatsoever;
- 5.2.10 termination of the Leased Line will not automatically terminate the Operator Line selected by Customer in the Application Form including the Product Terms applicable to such Operator Line;
- 5.2.11 termination of the Operator Line used to access Leased Line Services shall automatically terminate the Leased Line Services and the Leased Line Product Terms;
- 5.2.12 the provision and/or availability of the Operator Line is *inter alia* subject to the operation of the Operator's network. MWEB Business does not have any control over such network and therefore cannot take responsibility for any unavailability of the Leased Line which is caused by failure of the Operator Line and/or Operator's network. MWEB Business shall however, use its reasonable commercial endeavours to attend to such failures in terms of any obligations placed on it in terms of these Product Terms.
- 5.3 Notwithstanding anything that might indicate the contrary, Customer shall for the duration of the Leased Line Services, at all times comply with all terms and conditions and/or limitations imposed by the Operator on their respective Operator Line.
- 5.4 Operator Lines are not available everywhere and it is Customer's responsibility to ensure that any such Operator Line required is available for installation, before Customer subscribes to Leased Line.
- 5.5 Customer acknowledges that its use of the Equipment other than MWEB Business supplied Equipment is at its own risk.
- 5.6 MWEB Business and/or its agents shall attend to the installation and/or set-up and/or configuration of the Equipment during business hours and the relevant Service Fees and/or charges shall be applicable. Customer shall allow MWEB Business or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the Equipment. A signed confirmation by Customer (including its employee, representative, carrier, agent or nominee) that installation and/or set-up and/or configuration, whichever is/are applicable, of the Equipment was done shall constitute *prima facie* proof that it was done according to specification and Agreement.



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- 5.7 MWEB Business shall use its reasonable endeavours to comply with the agreed delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, but Customer shall not be entitled to cancel Leased Line or refuse to accept installation, set-up and/or configuration of the Equipment because of MWEB Business' failure to do so on such date/s.
- 5.8 Customer shall, without limiting the generality of the General Terms, not be able to hold MWEB Business or its agents liable under any circumstances, for any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused by or arising in any manner whatsoever from the installation and/or set-up and/or configuration of the Equipment or failure to do so on the agreed date/s.
- 5.9 The provision of Leased Line or any portion thereof by MWEB Business to Customer is subject to the approval of the Operator, the Authority, and/or any other approval required in terms of the ECA and/or any other law.

## 6. FAILOVER (IF SELECTED)

6.1 Customer further acknowledges and agrees that:

- 6.1.1 in the event of a Failover of the Operator Line selected by Customer in the Application Form to access and used the Leased Line Services, MWEB Business shall in its own discretion route Customer's access to and/or use of the Leased Line to any of the Failover Services selected by Customer in the Application Form for Failover purposes.
- 6.1.2 MWEB Business shall provide Customer with access to and use of the Leased Line Services subject to the terms and conditions set out herein and the Failover Services Product Terms.
- 6.1.3 MWEB Business will only provide Failover Services if Customer has selected Failover Services in the Application Form; and
- 6.1.4 termination of the Failover Services will not terminate the Leased Line Services and/or the Operator Line used to access the Leased Line Services.

## 7. SERVICE LEVEL AGREEMENT

- 7.1 MWEB Business will provide Customer with the Leased Line Services set out herein in accordance with this Service Level Agreement ("Service Level Agreement").



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7.2 For the purpose of this clause 7 service uptime will be measured by MWEB Business's monitoring software and shall mean the availability of the Leased Line Services contemplated in clause 1.5.15 (i) (the "Service") averaged over all the MWEB Business core router connections and measured from 00:00:00 to 23:59:59 each day over a period of 3 (three) months, provided that no three month period or any period forming part of such three month period shall be used more than once for the purpose of calculating the reduction in terms of clause 7.4 below.

7.3 MWEB Business will maintain an average availability of 99.7% service uptime, subject to the exclusion of any downtime, outage or interruption or unavailability of the Service, as a result of, or caused by:

7.3.1 any downtime, outage, interruption or unavailability of the Leased Line Service caused by the services or facilities, including telecommunication facilities or network telecommunication facilities, of an external or third party telecommunications or network provider, including Telkom, Neotel and/or MetroConnect to which the MWEB Business network infrastructure is connected;

7.3.2 any outage, interruption or unavailability caused by Customer's software and/or applications;

7.3.3 scheduled downtime, outage, interruption in or unavailability of the Service for general, maintenance, enhancements, upgrades or modifications (or of an otherwise scheduled nature). MWEB Business shall use its reasonable endeavours to notify Customer of such downtime and shall furthermore use its reasonable endeavours to do such at least 24 (twenty four) hours prior notice of such scheduled downtime.

7.3.4 Force Majeure;

7.3.5 any action or omission of the Customer, including without limitation, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorised peripheral equipment, improper use, misuse, neglect or abuse of the Service;

7.3.6 any factor beyond the reasonable control of MWEB Business; and

7.3.7 any interruption or unavailability which falls outside of normal business hours, unless after hours support service is agreed upon by the Parties;

7.4 Should the service uptime fall below the prescribed service uptime level, Customer shall be entitled to the following reduction of the Diginet Line Fees in respect of the relevant 3 (three) months period. The liability of MWEB Business for failing to achieve the minimum service uptime in terms of this Service Level Agreement will, subject to the provisions of 7.5 be limited to the reduction contemplated in this clause 7.4. Any reduction of Service Fees may only be claimed as a credit against future Service Fees.

7.4.1 99.7- 100% no reduction

7.4.2 99.5% - 99.699% 2.5 % reduction

7.4.3 99.0% - 94.499% 5.0 % reduction



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7.4.4	98.0% - 98.999%	10.0 % reduction
7.4.5	97.0% - 97.999%	15.0 % reduction
7.4.6	96.0% - 96.999%	20.0 % reduction
7.4.7	95.0% - 95.999%	30.0% reduction

7.5 The Customer may terminate the Leased Line Service forthwith by giving notice to MWEB Business in the event that service uptime falls below 95% for any three month period during the continuance of the Leased Line Service, provided that the Customer's right to terminate it as such shall be exercised by notice from the Customer to MWEB Business given and received not later than 30 (thirty) days after the date that service uptime falls below 95% for the relevant three month period and shall lapse if not so exercised. In addition to the foregoing and in the event that service availability falls below 95% for any three month period during the continuance of this Leased Line Services, Customer shall be entitled to a refund of the total Service Fees relating to the Service, as defined in clause 7.2 over the relevant 3 month period.

7.6 MWEB Business will provide the monitoring service, and on a monthly basis provide uptime reports on request by Customer should Server statistics be required.

7.7 Should Customer wish to claim any reduction of Service Fees, Customer will, within 30 (thirty) days from the end of any 3 (three) months measurement period, notify MWEB Business in writing of the reduction claimed, the dates of the measurement period and the dates, times and duration of non-availability of service. MWEB Business may request further documentation and supporting data from Customer to compare against its own monitoring data.

7.8 All service requests and technical support calls can be logged 24 hours per day, 365 days per year with MWEB Business' Technical Assistance Centre by:

7.8.1 E-mail [premier@mweb.com](mailto:premier@mweb.com)

7.8.2 Telephone 0860 000 158

7.9 Customer will be required to provide the Technical Assistance Centre with its name, customer number, contact person, contact details and a complete description of the problem.

7.10 MWEB Business will endeavour to resolve the problem immediately. Should MWEB Business' Technical Assistance Centre not be able to resolve the problem immediately, the problem will be escalated as follows:

7.10.1 Supervisor – Technical Assistance Centre

7.10.2 Manager – Technical Assistance Centre

7.10.3 Second Level Support Manager

7.10.4 Technical Operations Manager



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7.11 MWEB Business will keep Customer informed of the progress of the problem resolution. MWEB Business will endeavour to adhere to the following times (in business hours) with regard to feedback:

7.11.1 Critical Disruptions: Total loss of all services	1 hour
7.11.2 Service Disruptions: Serious degradation of services	2 hours
7.11.3 Service Incidents: Minor loss/degradation of services	4 hours
7.11.4 Service Queries: No loss/degradation of services	4 hours