

CONNECTIVITY SERVICE LEVEL AGREEMENT

CUSTOMER DETAILS

Company Name

Type of Entity

Company VAT No

Company Reg No/ID No

For Office Use

Representative Name

Business Unit

Contract Number

Customer Account Number

PHYSICAL ADDRESS - EQUIPMENT LOCATION

Company Name

Physical Address (domicilium citandi et executandi)

City  Postal Code

Contact Person

Tel (W/Cell)  E-mail

Technical Contact Name  Technical Contact Number

LANDLORD DETAILS

Company/Customer Name

Physical Address (domicilium citandi et executandi)

City  Postal Code

Contact Person - Creditors:

Tel (W/Cell)  E-mail

CONTRACT PERIOD

Initial Period / Contract Period (Months)  12  24  36  48  60 Initial:

AGREED TARIFFS

Local Calls Telkom

National Calls Telkom

Mobile Calls Peak (MTN & Vodacom)

Activate International Calls  YES  NO

On Net Calls

Mobile Calls Off Peak (Cell C & Telkom Mobile)

Other Network Calls Peak

Recording Hours

MONTHLY VOIP CHARGES

Hardware Rental

Last Mile Connection

SIP Line Rental

Cloud PABX Connection

Call Recording

**Total Monthly Charge**

MONTHLY DATA CHARGES

Last Mile Connection Type	Product/Service Description	Monthly Recurring Cost
LTE		<input type="text" value="R"/>
Fixed Fibre		<input type="text" value="R"/>
Wireless		<input type="text" value="R"/>
Connection Charge (once-off)	<input type="text" value="R"/>	<b>Total Monthly Charge</b> <input type="text" value="R"/>

BANK DETAILS

Method of Payment  DEBIT ORDER  EFT

Name of Account Holder

Branch Code  Bank Account Number

Please specify the day when you would like your debit order to run  1st  8th  15th  25th  28th

Bank Name

Branch Name

Type of Account  CHEQUE  OTHER

I/We authorise OCTOPi Smart Solutions (Pty) Ltd to draw against my/our bank account by direct debit order, the amount which may be due from time to time in terms of the agreement. I/We undertake to advise OCTOPi Smart Solutions (Pty)Ltd in writing of any changes in the banking details.

CUSTOMER AUTHORISATION

Date  Print Name

ID Number

Designation

Authorised Signatory/ies:

For Office Use AUTHORISATION

Date  Print Name

Designation

Authorised Signatory/ies:

**PURPOSE**

OCTOPI SMART SOLUTIONS will provide to the Customer certain services in respect of equipment in the possession of the Customer, subject to the terms and conditions of this Agreement.

**1. INTERPRETATION**

In this Agreement the following expressions shall bear the meanings assigned to them below:

- 1.1. **BUSINESS HOURS** means the hours from 08h00 to 16h30 Mondays to Fridays, excluding public holidays;
- 1.2. **CALL CHARGES** means the charge for each call registered and recorded on the system as having emanated from the equipment calculated at the cost per unit of time utilized by the Customer, as set out in the Service Application Form, and includes, for the avoidance of doubt, charges for unauthorised or fraudulent calls from the equipment;
- 1.3. **CHARGES** means Last Mile Connection, SIP Line Rental, Hardware Rental, Cloud PABX Connection, Call Recordings, Call Charges and all other charges payable for the provision of the services as set out in the Connectivity Service Level Agreement in respect of the services subscribed for by the Customer;
- 1.4. **LAST MILE CONNECTION CHARGES** means the charge payable by the Customer to OCTOPI for connecting the equipment to the system, or the charge for registering the Customer for the use of the service;
- 1.5. **SIP LINE RENTAL CHARGE** means monthly charges payable by the Customer to OCTOPI in respect of each line as to provide the Customer with access to the service;
- 1.6. **HARDWARE RENTAL CHARGE** means the cost of the equipment will be charged to the Customer as a monthly rental which will be collected over the duration of the Agreement;
- 1.7. **COMMENCEMENT DATE** means the agreed commencement date as recorded on the signature date of this Agreement or after the installation of the equipment has been completed;
- 1.8. **CONTENDED** means multiple users sharing the same network capacity. Contention ratios are based on the individual design of the fibre access network over which the OCTOPI service is delivered;
- 1.9. **CUSTOMER DATA** is technical data (for example the date, time and duration of voice or data transmissions) that is necessary for the establishment, billing or maintenance of the transmission. Regulated Customer Data is that Customer Data of which the use, processing or transfer is regulated by law or regulation as Personal Data;
- 1.10. **EMERGENCY WORKS** mean works that are necessary at the time to put an end to, or prevent the arising of imminent or existing circumstances likely to cause:
  - 1.10.1. danger to persons or property;
  - 1.10.2. the interruption of any service provided by the network or the network generated by a third party;
  - 1.10.3. substantial loss to OCTOPI or any third party; and
  - 1.10.4. such other works in those circumstances necessary to execute Emergency Works.
- 1.11. **EQUIPMENT** means any router, gateway, server, security device, telecommunications equipment and/or any other equipment subject to the Agreement and shall include any relevant software, hardware, cables, connectors, programs, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it;
- 1.12. **FORCE MAJEURE EVENT** means any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to fire, flood, explosion, accident, war, acts of terrorism, power outages, strike, industrial disputes, embargo, governmental requirement, civil or military authority, act of God, changes to laws or regulations, inability to secure materials or services, and acts or omissions of other providers of connectivity services.
- 1.13. **ICASA** means the Independent Communications Authority of South Africa;
- 1.14. **INCIDENT** means an unplanned interruption of functionality in equipment, generally the result of hardware or software failure or configuration;
- 1.15. **NETWORK** means the points of presence, network hubs and host computers owned, operated or used by OCTOPI in connection with the provision of a service.
- 1.16. **OCTOPI** means OCTOPI Smart Solutions (Pty) Ltd, registration number 2010/004184/07;
- 1.17. **PARTS** means those parts which OCTOPI utilizes to repair or replace any defective equipment in the course of providing a service in terms of this Agreement;
- 1.18. **PARTY** means OCTOPI or the Customer, and **PARTIES** means both of them;
- 1.19. **RICA** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.
- 1.20. **SERVICE** means the following:
  - 1.20.1. the provision of electronic communication services by means of the connection of the equipment to the system, together with such additional and ancillary services as may be made available by OCTOPI to the Customer from time to time;
  - 1.20.2. maintenance and service tasks recommended by the manufacturer of the respective equipment to ensure that the equipment is capable of performing the functions and features as documented in the manufacturer's specifications;
  - 1.20.3. any preventative treatment, checks or other work which OCTOPI in its sole discretion may deem necessary;
  - 1.20.4. any repair to remedy wear and tear from the normal use of the equipment as OCTOPI in its sole discretion deems necessary;
  - 1.20.5. any service ensuing from an incident, maintenance or other service performed by OCTOPI or its sub-contractors in terms of this Agreement;
  - 1.20.6. The Customer acknowledges that OCTOPI will not be required to commence the provision of the service until OCTOPI is satisfied that the Customer has met requirements set forth under RICA. The Customer agrees to provide OCTOPI with the necessary documentation and information required by OCTOPI to verify that the Customer has complied with RICA.
- 1.21. **SOFTWARE UPGRADES** are software releases to enhance either the capabilities or functions of an existing or previous software version;
- 1.22. **THIRD PARTY** is any natural or legal person except from the parties;
- 1.23. **UNCAPPED** meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>;
- 1.24. **UNSHAPED** OCTOPI does not prioritise or differentiate between different classes of traffic or protocols;

**2. SERVICE TERMS**

OCTOPI will provide support and maintenance for the duration of the Agreement period as follows:

- 2.1. **TELEPHONIC AND REMOTE SUPPORT:**
  - OCTOPI will provide the Customer with:
    - 2.1.1. unlimited telephonic support during business hours; and
    - 2.1.2. a four (4) hour turnaround time on remote support requirement from the time that the call is logged with OCTOPI. Remote support constitutes configuration changes that can be done via a remote connection.
- 2.2. **ON-SITE SUPPORT:**
  - 2.2.1. Instances where remote support could not identify or resolve the incident, the call will be escalated to on-site support.
  - 2.2.2. On-site equipment maintenance includes replacement or repair of faulty equipment, and collection and post-replacement installation.
  - 2.2.3. On-site support is only conducted during business hours.
  - 2.2.4. OCTOPI will use its best endeavours to have an engineer on-site, the business day following the day on which the call was logged with OCTOPI.
  - 2.2.5. If the faulty equipment is diagnosed and identified telephonically, an engineer will bring replacement equipment on callout, subject to availability of stock.
- 2.3. **DATA SERVICES:**
  - 2.3.1. The Customer acknowledges and accepts the availability and/or quality of the services may be affected by factors including, but not limited to, the system, the equipment and accessories used with the equipment, atmospheric conditions, radio frequency disturbances and other factors beyond the control of OCTOPI.
  - 2.3.2. Unless specified like Capped LTE Solutions, OCTOPI will provide you with uncapped, uncapped, unshaped access to the network via a fibre circuit ("Access Circuit") and the service equipment at an OCTOPI Point of Presence ("PoP").
- 2.4. **CAPPED LTE SOLUTIONS:**
  - 2.4.1. Unused Capped Data rolls over to the following month.
  - 2.4.2. Customers who downgrade between Capped Products will lose accumulated data.
  - 2.4.3. Customers who terminate a Capped Data service will lose any accumulated data.
- 2.5. **ACCESS CIRCUIT:**
  - 2.5.1. OCTOPI supplies, configures and tests the Access Circuit. Any facilities and extra cabling necessary within the Site are not included in the provision of the service.
  - 2.5.2. OCTOPI provides internet access by transmitting and delivering IP packets between our network and other networks in accordance with its standard business arrangements with providers of such other networks.

**2.6. THROUGHPUT RATES AND IP ACCESS:**

- 2.6.1. Access to, and across, the OCTOPI IP network is at the maximum throughput rates set forth in the Connectivity Service Level Agreement. Maximum throughput rates are not guaranteed.
- 2.6.2. Due to the nature of the internet, OCTOPI can only control IP throughput rates from the user network interface of the service equipment to the point of interconnection between the network and the internet.
- 2.6.3. **IP ADDRESSES:** OCTOPI will dynamically assign 1\*/29 public IP addresses from OCTOPI allocated blocks obtained from AfrINIC. Any IP address allocated by OCTOPI to you remains the property of OCTOPI and you will have a non-transferable licence to use such addresses for a limited time. The dynamic IP will change on a 24hr basis.
- 2.6.4. **MONITORING:** OCTOPI monitors the health of the internet connection at the user network interface on the service equipment.
- 2.6.5. **REPORTING SERVICE:** OCTOPI may provide usage information on request from the Customer. The content of any usage information will only be visible to authorised users or authorised OCTOPI employees and will be used for usage information purposes only and will not be used to calculate any service credits.
- 2.6.6. **RESALE OF SERVICE:** Resale of the service is not permitted.
- 2.6.7. **MAINTENANCE:** Scheduled maintenance on the OCTOPI network will be performed during a standard maintenance window during change control windows from 00:00 - 04:00 (UTC +2), as necessary. OCTOPI reserves the right to perform emergency maintenance without prior notice, but will nonetheless endeavour to provide such notice as is reasonably possible in the circumstances.
- 2.6.8. **SERVICE CALLS:** If OCTOPI is called to the Customer site and it is determined that the problem is other than the internet access interface, a minimum service fee will be charged for the first hour and in half hour increments thereafter. The stated rate applies during regular business hours. Overtime, weekend and or holiday rates will be higher. Travel and related charges outside business hours may also apply.
- 2.6.9. **SECURITY:** You acknowledge that the logical and physical security measures in relation to the services are your sole responsibility and OCTOPI will not be held liable for any losses arising out of security breaches of the services.
- 2.6.10. **DISCLAIMER:** OCTOPI will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks.

**3. EXCLUSIONS FROM SERVICE**

- 3.1. OCTOPI may, at its option, provide any service consequent upon the causes listed in this clause on a time and material basis, subject to a purchase order being issued by the Customer.
- 3.2. Support services shall not include the following:
  - 3.2.1. service of equipment not supplied by OCTOPI;
  - 3.2.2. service consequent upon any of the equipment being connected to or supported by or run with any software or equipment not supplied or approved by OCTOPI;
  - 3.2.3. service as a result of the moving of or alterations to the equipment unauthorised by OCTOPI;
  - 3.2.4. updating of specifications or performing services concerned with the relocation of equipment or the addition or removal of accessories, attachments or other devices;
  - 3.2.5. any changes, modifications or alterations of the equipment effected by the Customer without OCTOPI's consent;
  - 3.2.6. adjustments, alterations or repairs required to protect the equipment against interference to the equipment caused by radio waves, induction or any other source;
  - 3.2.7. repair of damage or increase in service time resulting from force majeure, lightning, fire, water, surges in or failure of the main electricity supply, air conditioning or humidity control, accident, transportation, neglect, misuse or use other than that for which the equipment is designed;
  - 3.2.8. service related to disaster recovery, unless expressly otherwise provided in a schedule to this Agreement;
  - 3.2.9. service due to malicious damage;
  - 3.2.10. service of any cables external to the equipment, including service to underground cables or reticulation;
  - 3.2.11. service of equipment located in an unsuitable place as determined by OCTOPI;
  - 3.2.12. painting or refurbishing the equipment or supplying any materials to do so;
  - 3.2.13. the replacement of batteries;
  - 3.2.14. the cost of re-installing software, data or operating systems due to corruption from computer viruses; and/or
  - 3.2.15. any service required by or relating to the ECNSL, ICASA or a third party.

**4. WARRANTY**

Subject to clause 3, OCTOPI shall make good by repair or at OCTOPI option by replacement, defects caused by OCTOPI, failure to comply with this Agreement, or which appear from faulty workmanship in any service, provided that:

- 4.1. such defects (whether patent or latent) occur within a period of 1 (one) month after the service was carried out;
- 4.2. OCTOPI is notified in writing within 7 (seven) days of the alleged defect occurring; and
- 4.3. the Customer has fulfilled all its contractual obligations.

**5. OCTOPI OBLIGATIONS**

- 5.1. In performing its obligations under this Agreement, OCTOPI will at all times exercise the reasonable skill and care of a competent provider of internet-related services.
- 5.2. OCTOPI will use reasonable endeavours to ensure that each service will conform to its service terms.
- 5.3. With respect to the provision of a service or otherwise, except as expressly set out in this Agreement, all warranties, representations or undertakings, are excluded.

**6. CUSTOMER'S RESPONSIBILITY**

- 6.1. The Customer shall report any incident in respect of the equipment to OCTOPI, which will allocate a reference number and communicate it to the Customer.
  - 6.1.1. E-mail to support@OCTOPIsmart.co.za
  - 6.1.2. Telephone at 087 056 0740
- 6.2. OCTOPI will not be responsible for any unexpected call charges. The responsibility of managing and monitoring phone usage and costs lies with the Customer.
- 6.3. It is the responsibility of the Customer to make and store up to date backups in respect of, but not limited to, voicemail, message systems, front desk and trader systems for all equipment and any other equipment.
- 6.4. OCTOPI shall have full and free access at all reasonable times to the equipment in order to provide the services. Failure by the Customer to provide such access shall constitute a breach of this Agreement and lack of such access shall excuse OCTOPI from rendering any service. The Customer shall maintain a minimum clear space of 1 (one) meter around the equipment at all times.
- 6.5. The Customer shall designate and make available a suitable key operator to be trained on and monitor use of the equipment, and assist with fault finding via remote support - via remote support (on-site technical contact person).
- 6.6. The Customer warrants and undertakes that the Customer will:
  - 6.6.1. use the service equipment only for the purpose of receiving the service;
  - 6.6.2. not move, modify, relocate or in any way interfere with the service equipment;
  - 6.6.3. comply with all relevant legislation and regulations and all instructions issued by any governmental authority or by OCTOPI regarding the use of services; and/or
  - 6.6.4. not act or omit to act, or allow other to do so, in any way likely to damage, disrupt or interfere with the system or to injure or damage any person or property or to cause the quality of the services to impair or interrupt in any manner whatsoever.

**7. CHARGES**

- 7.1. All charges quoted in this Agreement are exclusive of Value Added Tax, which shall be borne and paid for by the customer together with the charges in question.
- 7.2. OCTOPI shall be entitled to revise and adjust the monthly charge from time to time. The adjustment shall be in line with any change in the Consumer Price Index (CPI - total country) as published by Statistics South Africa in publication P0141 from time to time.
- 7.3. OCTOPI will not perform any work on Customer provided equipment without an associated fee. This service will be quoted.
- 7.4. Charges will accrue from the Billing Start Date and will be invoiced by OCTOPI for:
  - 7.4.1. **CONNECTION CHARGES:** including all the installation cost associated with connection of the services. This will include, but is not limited to installation, connection and/or activation charges and are non-recurring charges for the setup of a service (including installation of any service equipment).
  - 7.4.2. **MONTHLY RECURRING CHARGES:** these are charges for permitting the customer continued access to the services and the customer will be liable for each and every monthly charge irrespective if the services was used or not.

**8. PAYMENTS**

- 8.1. Customer shall pay OCTOPI the charges specified in this Agreement on a monthly basis. The payment shall be made within 30 days from the date of the invoice for service fees and calls made.
- 8.2. Any invoice for charges will be due on issue of the invoice and must be paid by way of a debit order or EFT against the account details provided by the Customer in the Authority and Mandate.
- 8.3. The initial debit order will be for any connection charges, pro-rata of the Customer's first month.
- 8.4. Any payment due to OCTOPI and not paid on or before the due date, or in the event that a debit order is not honoured, interest at a rate of 2% (two percent) per month shall accrue on any overdue invoices above the prime overdraft rate as published by the Standard Bank of South Africa from time to time. Without detracting from any other rights and remedies available under this Agreement or in law, OCTOPI may on written notice suspend the services if the Customer fails to timeously pay any charges due under this Agreement.
- 8.5. All payments made by the Customer shall be appropriated firstly towards the payment of legal cost incurred in the recovery thereof, thereafter towards the payment of interest accruing thereon and lastly in reduction of the capital sum due.
- 8.6. OCTOPI will submit statements to the Customer monthly. The statement reflects all transactions until date thereof. The Customer accepts responsibility to ensure that the statement is received and checked.
- 8.7. The Customer agrees and acknowledge that OCTOPI will be entitled to make enquiries about its credit history and credit records with any authorised and registered credit reference agency in the Republic of South Africa.
- 8.8. OCTOPI may immediately suspend the supply of services if any act of insolvency is committed.
- 8.9. If services are suspended in accordance with clause 8.8, the full outstanding balance becomes due and payable immediately, including the cancellation notice period.
- 8.10. If overdue amounts are paid in full, services may be re-activated.

**9. DURATION**

The Connectivity Service Level Agreement shall commence on the Commencement Date, and, unless terminated in accordance with any other provision of this Agreement, shall endure for the Initial Period/Agreement Period and thereafter indefinitely until terminated by either Party by giving the other Party 30 days written notice of termination.

**10. VOICE RECORDING**

- 10.1. The Customer acknowledges that the voice recording provided by OCTOPI is a value-added feature.
- 10.2. The Customer accepts the mandatory monthly charge for the service.
- 10.3. The Customer indemnifies OCTOPI from any consequential loss due to a recording not being available.
- 10.4. The Customer acknowledges that they are aware of the legal requirements pertaining to, and the admissibility of the voice recordings made in this manner.

**11. EQUIPMENT**

- 11.1. The equipment will not become the property of the Customer and the equipment will be returned to OCTOPI on termination of this Agreement for any reason whatsoever, unless the Customer has purchased the equipment from OCTOPI.
- 11.2. All risk in and to the equipment shall pass to the Customer upon delivery thereof to the Customer and the Customer shall take reasonable steps to avoid damage to the equipment and the Customer premises where the equipment is installed.
- 11.3. The Customer shall notify OCTOPI immediately in the event of the equipment being stolen or damaged.
- 11.4. The Customer shall at its own cost comprehensively insure all equipment installed at the Customer premises against insurable risks.
- 11.5. The Customer will advise the landlord of the Customer's premises that ownership of the equipment vests in OCTOPI, unless the Customer has purchased the equipment from OCTOPI.
- 11.6. The Customer will advise OCTOPI of the full name and address of the landlord.

**12. TERMINATION**

- 12.1. **BEFORE ACTIVATION** If the Customer terminates any fibre line order prior to it being activated by OCTOPI or prevents OCTOPI from activating the fibre line after it has been ordered, then the Customer shall be liable to OCTOPI for any connection charges and other installation charges that is liable to pay the network operator.
- 12.2. **AFTER ACTIVATION** Should this Agreement be terminated prior to the expiry of the Initial Period/Agreement Period for any reason what so ever, then OCTOPI shall inter alia have the right to claim all charges payable for the Initial Period/Agreement Period and all connection charges applicable not paid in advance. The Customer shall return the equipment to OCTOPI, unless the Customer has purchased the equipment from OCTOPI.
- 12.3. To downgrade any service package (changing the existing package to a lower-cost package), the Customer must provide notice to this effect on or before the 20th of the month to be effective from the 1st day of the following month, otherwise the customer will be charged the existing package.
- 12.4. Either Party may terminate this Agreement (or the relevant Connectivity Service Level Agreement):
  - 12.4.1. at any time by giving OCTOPI one (1) FULL calendar months' notice (not 30 days). All cancellation requests must be sent to cancellations@OCTOPIsmart.co.za. Our operations team will process the request and will email confirmation of cancellation acceptance;
  - 12.4.2. immediately by notice if the other Party has committed a material breach which is incapable of remedy;
  - 12.4.3. immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 7 (seven) days of having been notified of such breach;
  - 12.4.4. immediately by notice if, in relation to that service, a Force Majeure Event subsists for a continuous period exceeding two (2) months; or
- 12.5. OCTOPI may terminate this Agreement (or the relevant Connectivity Service Level Agreement) without notice if Customer fails to make any payment within 30 days of the amount becoming due.

**13. BREACH**

- 13.1. Without detracting from any other rights and remedies available under this Agreement or in law, on occurrence of any of the following events, a party shall be entitled to cancel this Agreement forthwith by written notice:
  - 13.1.1. should the other party be in default with payment of any sum payable in terms hereof on due date;
  - 13.1.2. should the other party commit any breach of any of its other obligations hereunder and fail to remedy such breach within 7 (seven) days after receipt by the party in default of a written request from the innocent party to do so;
  - 13.1.3. should the other party commit any act of insolvency or any act or omission as a result whereof its estate may be placed under sequestration/liquidation;
  - 13.1.4. should any judgement of any competent court be entered against a party and that party fail within 7 (seven) days thereof to satisfy it in full or to apply for the rescission thereof or appeal against it;
  - 13.1.5. should any attachment be made or any interdict granted or execution be levied against any of the other party's property or assets.
- 13.2. In the event of cancellation under clause 13.1, the innocent party shall in addition to damages also be entitled to recover from the party in default all legal fees incurred in the collection of any amount payable under this Agreement, including attorney and own client fees and collection commission.

**14. LIABILITY**

OCTOPI's total liability is limited to support of the equipment pursuant to this Agreement. OCTOPI will not be liable to the Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. OCTOPI will not be liable for any delay or failure to perform their respective obligations due to any cause beyond their reasonable control, including without limitation, performing services at a location deemed by OCTOPI hazardous to health and safety, acts of God or government, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy suppliers, material shortages, epidemics, fire, flood, earthquake, lightning, explosion, failure of improper transportation, telephone or power. In no event shall OCTOPI be liable for loss of data resulting from delays in supplying service, repair of, or attempts to repair the equipment by the Customer or by agents, representatives, or employees of OCTOPI. Under no circumstances will OCTOPI be responsible for any loss of business or profit or for any consequential loss however arising including delay in or failure to provide support.

**15. FORCE MAJEURE**

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of this Agreement (other than for payment obligations as set out herein) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event.

**16. DISPUTE RESOLUTION, GOVERNING LAW**

- 16.1. Any dispute, claim or disagreement arising from or relating to this Agreement shall be finally settled by arbitration in accordance with the rules for commercial arbitration of the Arbitration Foundation of Southern Africa by one arbitrator appointed in accordance with the rules.
- 16.2. The decision of the arbitrator may be made an order of court and nothing shall preclude either party from access to a competent court for interim relief in the form of an interdict or order for specific performance pending the outcome of arbitration or in respect of such arbitration. For these purposes the parties submit to the non-exclusive jurisdiction of the South Gauteng High Court.
- 16.3. This Agreement shall in all respects be governed by the law of South Africa.

**17. DOMICILIUM CITANDI ET EXECUTANDI**

Each party chooses as its domicilium citandi et executandi the address listed under its respective name at the start of this Agreement. A party shall inform the other by registered mail of any change of address, of which the new address may not be a PO box.

**18. CEDE OF RIGHTS**

A party may not cede rights or delegate obligations under this Agreement without the prior written consent of the other party. Notwithstanding the above any or all of OCTOPI's rights hereunder may by written notice to the Customer be ceded to any third party.

**19. GENERAL**

- 19.1. This Agreement constitutes the entire Agreement between the parties and no other terms or conditions, warranties or representations whether oral or written and whether express or implied will apply hereto and neither party shall be bound by any undertaking, representation, warranty, promise or the like not recorded herein. No variation or consensual cancellation of this Agreement shall be of any force or effect unless reduced to paper and signed by the parties. No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of the granting party.
- 19.2. Any reference to the singular includes the plural and vice versa.
- 19.3. Any reference to natural persons includes legal persons and vice versa.
- 19.4. Any reference to a gender includes the other genders.
- 19.5. The clause headings in this Connectivity Service Level Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 19.6. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause form's part, bear the meaning assigned to such words and expressions in that sub-clause.

**20. CUSTOMER DATA AND PRIVACY**

- 20.1. You acknowledge that OCTOPI and our respective subcontractors will, by virtue of the provision of services, come into possession of Customer Data.
- 20.2. OCTOPI has implemented and maintains appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing:
  - 20.2.1. in connection with the provision of services;
  - 20.2.2. to incorporate Customer Data into databases controlled by OCTOPI for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market- and customer- use analysis; and
  - 20.2.3. to communicate to you by voice, letter, fax or email regarding products and services of OCTOPI.
- 20.3. You may withdraw consent for the use, processing or transfer of Customer Data as set out above by sending a written notice to OCTOPI to such effect, unless it is required to:
  - 20.3.1. provision, manage account and bill for the services;
  - 20.3.2. carry out fraud detection; or
  - 20.3.3. comply with any statutory obligation, regulatory requirement or court or other public authority order.

**21. PASSWORDS**

- 21.1. You are responsible for maintaining the confidentiality of your password(s). In the event of a breach of security through your account, you will be liable for any unauthorised use of the services, including any resultant damages resulting, until you notify OCTOPI.
- 21.2. The responsibility of all passwords and other related sensitive information is assumed by you, should any additional fees arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on OCTOPI.

**22. GUARANTEE TERMS AND CONDITIONS**

- 22.1. I/We the guarantor/s listed in the Guarantee section overleaf do hereby bind myself/ourselves jointly and severally as guarantor/s and co-principal debtor/s for all amounts which are now or might in the future become payable by the Customer to OCTOPI in terms of the above Agreement arising out of or incidental to same and the schedules hereto, both current and future or from any other cause however arising.
- 22.2. I/We renounce the benefits of excussion (requiring that the Customer is sued first), division (divide the claim so that each is liable for their share only) and cession of action (claim is ceded to the guarantor before the guarantor is compelled to pay), the nature and extent of which I/We acknowledge myself/ourselves to be aware.
- 22.3. No extension of time or indulgence that may be granted to the Customer in the aforementioned Agreement at any time, nor any release of any other security or guarantee shall in any way effect my/our liability hereunder.
- 22.4. I/We consent to the jurisdiction of the Magistrate's Court, provided that OCTOPI shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction and that OCTOPI shall not be limited to costs on the Magistrate's Court scale.
- 22.5. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.
- 22.6. I/We choose as my/our domicilium citandi et executandi for all purposes arising out of this Guarantee the address/es set out in the guarantee section overleaf alongside my/our respective signature/s.
- 22.7. I/We indemnify and hold OCTOPI harmless against any claim arising out of or incidental to this Agreement, its breach or its termination for any reason whatsoever.
- 22.8. I/We warrant and represent that I/We have received and will continue to receive adequate value for the granting of this guarantee.
- 22.9. I/We hereby agree that where it is contemplated that more than one person will sign as guarantor, I or any of us who may have signed as guarantor/s shall be bound jointly, irrespective of whether or not the other or others referred to will have executed this Agreement or become bound in terms hereof.
- 22.10. I/We consent to OCTOPI making enquiries about my/our credit record with any credit reference agency and any other party to confirm the details in this Guarantee. Clause 7 (Protection of Personal Information) above shall apply to this Guarantee as though specifically set forth herein.
- 22.11. A certificate under the hand of any manager of OCTOPI, as given from time to time, in respect of the guaranteed obligations or in respect of any other fact shall, on the face of it, be proof of the Customer's indebtedness to OCTOPI and/or such other fact. It shall not be necessary to prove the appointment of the person signing such certificate.
- 22.12. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this guarantee shall be of any force of effect unless it is in writing and signed by OCTOPI or its cessionary, in the event of a cession in the terms of this Agreement.