

MASTER SERVICES AGREEMENT

CUSTOMER NUMBER: _____

This Master Services Agreement between the Customer (as identified below) and MFN (as identified below) is intended to facilitate the conclusion of individual contracts in the form of Service Details (as defined below) between MFN and the Customer. Each Service Detail delivered and accepted in accordance with this Agreement forms an individual contract which incorporates the terms of this Master Services Agreement and establishes the terms and conditions under which MFN shall provide the Services to the Customer.

Parties	
<p>MFN: Metro Fibre Networx (Pty) Ltd (“MFN”)</p> <p>PHYSICAL OFFICE ADDRESS: Eco Square, 298 Witch-Hazel Avenue, Highveld Ext. 71, CENTURION 0157</p> <p>REGISTERED NO. 2007/024366/07</p> <p>ADDRESS FOR NOTICES: Same as above, for the attention of Legal Services and at legal@metrofibre.co.za</p>	<p>Customer: _____ (“Customer”)</p> <p>PHYSICAL OFFICE ADDRESS:</p> <p>REGISTERED NO. _____</p> <p>ADDRESS FOR NOTICES: Same as above , marked for the attention of _____</p>

Revision No.	Revision Date	Description	Approval Date	Approved By
0	15/05/2019	Retail MSA		
1	05 / 06 / 2019	Retail MSA		
2	04/ 08 / 2019	Retail MSA + Checkpoint		
3	09/03 / 2020	Retail MSA + Checkpoint + VOIP		
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5				
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Terms and Conditions

1. Definitions and Interpretation

1.1. In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires:

1.1.1. "**Agreement**" shall mean, as between MFN and Customer, this Master Services Agreement read together with Services Detail (Annexure A), the Service Level Agreement (Annexure B) and the VOIP services Terms and Conditions (Annexure C), and where applicable any Customer accepted Services Quotation.

1.1.2. "**Billing Start Date**" shall mean, in relation to a Service, the "Service Activation Date" or "Acceptance Date" or date of "Completion of Connection", whichever is the earlier date, as described in clause 3.2.

1.1.3. "**Business Day**" shall mean, in respect of a Service, every day excluding Saturdays, Sundays and any national holidays.

1.1.4. "**Charges**" shall mean Call Charges, Usage Charges, Installation Charge, Start Up Charge, Rental Charges, Monthly Fees, the Reconnection Fee and any other charges or fees payable by the Customer to MFN in respect of a Service, as set out or referred to in a Service Detail and revised from time to time in accordance with clause 4.3.

1.1.4.1. "**Call Charges**" shall mean the charges for circuit or packet switched telecommunications services payable in accordance with clause 4, including without limitation charges for voice over internet services ("**VOIP**") and shall include termination charges and managed service charged as agreed between the parties.

1.1.4.2. "**Installation Charge**" or "**Start Up Charge**" or "**Connection Charge**" shall mean a non-recurring charge (collectively referred to as "**NRC**") for installation of a Service (including installation of any Service Equipment), activation, connection fees and charges, all costs pertaining to 3rd party links, switches or patches required to deliver the Services, payable in accordance with clause 4 but excluding any network interface device ("**NID**").

1.1.4.3. "**Rental Charge**" or "**Monthly Fee**" or "**MRC**" shall mean monthly recurring charges for a Service payable in accordance with clause 4.

1.1.4.4. "**Usage Charges**" shall mean the usage-based charges for Internet Services payable in accordance with clause 4.

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- 1.1.4.5. **“Reconnection Fee”** means the fee charged by MFN to re-activate and /or reconnect the Service to the IP Network after any Service suspension in accordance with clause 6.
- 1.1.5. **“Confidential Information”** shall mean all information (in whatever format) which: (i) relates to the Agreement; (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either Party (including, in the case of the Customer, Customer Data) and which may reasonably be regarded as the confidential information of the disclosing Party.
- 1.1.6. **“Customer Data”** shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal or private information of the Customer, its employees or authorised users of the Services, and other data provided to or obtained by MFN and their respective agents in connection with the provision of Services. **“Regulated Customer Data”** is that Customer Data of which the use, processing or transfer is regulated by law or regulation as “personal data” where MFN or their respective agents come into possession of such Customer Data.
- 1.1.7. **“Customer Equipment”** shall mean any hardware including but not limited to telephone devices, computers, routers, cabling, software, systems, cabling and facilities provided by the Customer and used in conjunction with the Service Equipment in order to receive the Service but excluding any NID, the ownership of which shall be retained by Metrofibre.
- 1.1.8. **“Customer Site”** shall mean the physical location specified in a Service Detail at which a Service is to be provided.
- 1.1.9. **“Effective Date”** shall mean the date of signature of the Party signing this Agreement last in time.
- 1.1.10. **“Emergency Works”** mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party; (iii) substantial loss to MFN or any third party; and such other works as in all the circumstances it is reasonable to execute with those works.
- 1.1.11. **“Force Majeure Event”** shall mean 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, epidemic, pandemic, strike, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or

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regulations, inability to secure materials or services, industrial disputes and acts or omissions of other providers of telecommunications services.

- 1.1.12. "**Internet**" shall mean the international interconnected network of networks using the TCP/IP protocol to exchange data communications.
- 1.1.13. "**Internet Service**" shall mean a service providing access to the Internet across the IP Network together with any related Service Equipment or support services.
- 1.1.14. "**IP Network**" shall mean the optical fibre infrastructure and routes (and associated hardware installations), points of presence, network hubs, and host computers owned, operated or used by MFN in connection with the provision of the Service.
- 1.1.15. "**Party**" shall mean MFN or the Customer (as the context requires), and "**Parties**" shall mean both MFN and Customer.
- 1.1.16. "**Ready for Service Notification**" means a notification that may be provided in accordance with clause 3.1 that, with respect to MFN obligations hereunder, the Service is ready for use.
- 1.1.17. "**Service**" shall mean the specific Telecommunications Service or Internet Service provided by MFN to the Customer, and as detailed in the Annexure A - Service Detail.
- 1.1.18. "**Schedule**" means any product schedule for a third party product that is being offered to the Customer under the terms of this MSA.
- 1.1.19. "**Service Confirmation Schedule**" means a MFN service confirmation schedule signed by both Parties confirming that the Services ordered in the Services Detail have been implemented and completed, and that necessary tests have been carried out to the satisfaction of the Customer.
- 1.1.20. "**Services Detail**" shall mean any quote, sales order or order for services, signed and delivered by Customer to MFN, and any purchase order and Service Confirmation Schedule issued by MFN (which shall, for the avoidance of doubt, be annexed hereto and the content of which shall be incorporated by reference herein) (and any future amendments or additions thereto) detailing the specific Service to be provided to the Customer and shall included in this Agreement as Annexure A.
- 1.1.21. "**Service Equipment**" shall mean the hardware, software, systems, cabling, and facilities provided by MFN at the Customer Site in order to make available the Service to the Customer. Service Equipment shall not include the IP Network or any hardware or software that is the subject of a separate supply contract between MFN and the Customer.

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- 1.1.22. **“Service Level Agreement”** or **“SLA”** means the service level agreement annexed to this Master Services Agreement as Annexure B or the individual Gold, Silver or Bronze SLA as selected by Customer in the Service Detail. If no SLA is entered into, MFN’s service levels shall be the Standard Service Level.
- 1.1.23. **“Service Term”** shall mean the total period for which the Service is provided as indicated in the Service Detail or SLA. The **“Initial Service Term”** shall mean the agreed term as stated on the Service Detail commencing from the Billing Start Date or, if not stated, a minimum of one year from the Billing Start Date, unless the contrary is clearly indicated in the Service Detail.
- 1.1.24. **“Signature Date”** means the date of signature of this Agreement by the Party last signing in time.
- 1.1.25. **“Standard Service Level”** means a best efforts services in terms of the following minimum standards: (i) time to respond – 8 hours, (ii) mean time to restore – 24 hours, and (iii) availability guarantee – 96%.
- 1.1.26. **“Telecommunications Service”** shall mean a service providing telephony services utilising the IP Network including without limitation VOIP Services. Additional terms and conditions relating to VOIP Services are set out in Annexure C hereto which terms and conditions shall be incorporated by reference into the terms of this Agreement.
- 1.2. Unless the context otherwise requires, in this Agreement, a reference to:
 - 1.2.1. a person includes a reference to a body corporate, association or partnership;
 - 1.2.2. a person includes a reference to that person’s legal personal representatives, successors and permitted assigns;
 - 1.2.3. any statute or statutory provision includes references to that statute or provision as amended, modified or re-enacted; and
 - 1.2.4. a document is a reference to that document as supplemented or varied from time to time.
- 1.3. No provision of the Agreement is intended to contravene the applicable provisions of the Consumer Protection Act with respect to a defined “Consumer”, and therefore all provisions of the Agreement, to the extent that the Agreement or any goods and services provided under the Agreement documents are governed by the Consumer Protection Act of 2008, must be treated as qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.
- 1.4. In the event of any inconsistency between this Master Services Agreement and any Annexure or Schedule, the order of precedence shall be the Service Detail, any Schedule, the main body of this Master Services Agreement and finally Annexures B or C (where applicable).

2. Service Provision

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- 2.1. MFN shall provide the Service to the Customer as indicated in the Service Detail or applicable Services Confirmation Schedule, and Customer agrees to receive the Services from MFN. MFN will provide the Services in accordance with the provisions of the Service Level Agreement attached hereto as Annexure B (if applicable), the terms of the Service Detail or the terms of this Agreement.
- 2.2 Before Service delivery commences, MFN is entitled to carry out, to MFN's satisfaction, appropriate credit checks against the Customer, to which the Customer hereby consents.
- 2.2 In addition to the terms and conditions of the Agreement, the provision of the Services by MFN shall be subject to all mandatory legal requirements in the jurisdiction where the Service is to be provided, including but not limited to regulatory and data protection requirements.
- 2.3 Without releasing it from any of its obligations, MFN shall be entitled at any time, and without notice, to use subcontractors to perform some or all of its obligations. MFN shall remain fully liable for the provision of the Service in terms of the Agreement as well as for any acts or omission of the subcontractor
- 2.4 The terms and conditions of this Agreement and the Charges for a Service provided hereunder are agreed expressly on the condition that the Customer shall not resell, charge, transfer or otherwise dispose of the Service (or any part thereof) to any third party.
- 2.5 MFN reserves the right from time to time to change the configuration of the IP Network or the Service Equipment, or to change any applicable access code for receipt of a Service, provided always that such change does not materially affect the relevant Service. MFN shall use best endeavours to give the Customer timeous notice of any such changes to access codes if this impacts on the Customer.
- 2.6 This Agreement shall commence on the Signature Date and shall continue until the service terms for all Services set out in each Service Detail have expired or terminated, unless terminated earlier in terms of this Agreement.
- 2.7 After the Initial Service Term, the Service shall be automatically renewed on a monthly basis on the same terms and conditions as stated in this Agreement or on any amended terms, mutually agreed to in writing between the Parties and as provided for in a Service Detail.
- 2.8 The terms of a Schedule to this Agreement shall not create valid and binding obligations on the Parties until properly executed by both Parties.

3 Service Activation

- 3.1 After installation of a Service, but prior to the activation of a Service, MFN shall conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to the Customer and, upon successful completion of such tests, MFN shall deliver a Ready for Service Notification to the Customer.

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- 3.2 The Billing Start Date for the Service shall be:
- 3.2.1 where the Service as set out in the Service Detail can be implemented by means of a billing change and/or system configuration changes, the commencement date as indicated on the Service Detail or Service Confirmation Schedule; or
- 3.2.2 where the Service is a new service or requires on-site installation to be performed, the event described below that occurs first in time:
- 3.2.2.1 The date on which the Customer delivers to MFN a signed Service Confirmation Schedule, being the "Acceptance Date"; or
- 3.2.2.2 The date the Customer first uses the Service, being the deemed "Acceptance Date" and "Service Activation Date"; or
- 3.2.2.3 In the case where the Customer, through no fault of MFN, fails to deliver a confirmation schedule to MFN, to use the Service or to complete its obligations necessary to use the Service, then the date on which MFN delivers a ready for Service Notification (which shall also be the "Completion of Connection" or deemed "Service Activation" date).

4 Charges and Payment terms

- 4.1 The Customer shall pay the Charges in accordance with this clause 4.
- 4.2 Subject to the provisions of clauses 4.3 and 4.7, the Charges shall not be increased during any Service Term.
- 4.3 Call Charges to:
- 4.3.1 South African numbers shall be determined with regards to the relevant call termination rates as applicable from time to time.
- 4.3.2 International numbers shall be determined in accordance with the rates and billing methodologies as charged by the upstream international termination partners from time to time which shall be set out in the invoice
- 4.4 Charges shall accrue from the Billing Start Date and may be invoiced by MFN for:
- 4.4.1 Call Charges and/or Usage Charges monthly in arrears or advance, as the case may be as determined in the Service Detail or Service Confirmation Schedule;
- 4.4.2 Installation Charges and/or Start Up Charges by MFN on or at any time after the Effective Date;
- 4.4.3 Rental Charges and/or Monthly Fees monthly in advance. Service(s) provided for part of a month will be charged on a pro-rata basis.
- 4.5 Any invoice for Charges shall be due on issue of the invoice and shall be paid by the Customer on or before the last day of the month.

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- 4.6 Interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgement) at the prime rate of interest charged by MFN's bankers plus 2%, as detailed on a certificate issued by the bank and signed by any manager, whose authority shall not need to be proven.
- 4.7 All Charges or other sums which may from time to time be due, owing or incurred to MFN are stated exclusive of value added tax and any similar sales tax, levy or duty which shall be payable by the Customer and invoiced by MFN at the then prevailing rate when the Service is provided.
- 4.8 Subject, at any time to its right under law to cancel this Agreement for cause, the Customer agrees to comply with any Initial Service Term commitment.

4 MFN Obligations

- 5.1 In performing its obligations under this Agreement, MFN shall at all times provide the Services in an efficient, diligent and professional manner in accordance with best industry practice. Where Customer does not select a Gold, Silver or Bronze Service Level, Customer agrees that MFN's service shall be a basic business internet access service provided on a best efforts basis in terms of the Standard Service Level.
- 5.2 MFN shall use its best endeavours to ensure that each the provision of the Services will conform to any service descriptions or service levels as set out, or referred to, in the Service Detail or any applicable ancillary Service Level Agreements. MFN shall procure that the Services shall be made available to Customer on the Service Activation Date.
- 5.3 Customer shall inform MFN of any problems with the Services within 48 (forty-eight) hours of the Service Activation Date, failing which the Services shall be deemed to be accepted by Customer.
- 5.4 **Except as expressly set out in this Agreement, all warranties, representations or agreements, with respect to the provision of a Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law. Without limiting the generality of the foregoing MFN does not warrant that the Services will be uninterrupted or error free, or that defects in the Services will be remedied. Customer assumes and accepts all risk associated with the use of the Services. Under no circumstances shall MFN be responsible for loss of data, howsoever such loss was caused.**
- 5.5 MFN warrants that it is duly organised, validly existing and in good standing under the laws of South Africa and possesses all the authority and necessary licenses and permits as required under law to enter into and perform its obligations hereunder.
- 5.6 The basic service level for connectivity is premised on the following:
- There is no redundancy offered in access or network ports at the Equipment.
 - Single fibre entry
 - NID has 1 x access port configured

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- NID has 1 x network port configured
- NID has option of one power supply either AC or DC

5.7 Metrofibre guarantees:

- 5.7.1 8-hour response time;
- 5.7.2 Mean time to respond – 24 hours; and
- 5.7.3 Uptime availability of 96%.

5.8 If Services are disrupted, Customer must telephone **087 151 4049** or log a fault at BusinessSupport@metrofibre.co.za to report the problem and Metrofibre shall attend to resolution thereof in a reasonable time period.

6 Service Suspension

6.1 MFN may, on written notice to the Customer and without prejudice to any right which it might have to terminate this Agreement, elect to immediately suspend the provision of the Service (or part thereof) in any of the following circumstances:

- 6.1.1 MFN is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
- 6.1.2 MFN needs to carry out Emergency Works to the IP Network or Service Equipment;
- 6.1.3 MFN has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of clause 8.6; and
- 6.1.4 the Customer will not or is unable to make any payment which is due or is to fall due to MFN hereunder.

6.2 If MFN exercises its right to suspend the Service (or part thereof) pursuant to clauses 6.1.1 or 6.1.2 it shall, whenever reasonably practicable, give prior notice of such suspension to the Customer, such notice to state the grounds of such suspension and its expected duration. MFN shall in such circumstances use its best endeavours to resume the Service as soon as is practically possible in the event that the resumption of services is within MFN's control.

6.3 MFN shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made pursuant to clause 6.1, except to the extent that such suspension is made pursuant to clause 6.1.2 and for reasons which are solely and directly attributable to the negligence of MFN.

6.4 Customer shall pay to MFN a Reconnection Fee to re-activate the Service after any Service suspension in terms of this Agreement.

7 Term and Termination

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- 7.1 This Agreement shall take effect on the Effective Date and continue in force for the Initial Service Term described in the Service Detail, which will be calculated from the Billing Commencement Date.
- 7.2 For the avoidance of doubt, any termination by the Customer of its obligation under this Agreement during the Initial Service Term shall, in addition to constituting a material breach of this Agreement, shall entitle MFN to levy an early termination fee ("Termination Fee") equal to:
- 7.2.1 in the event that the Service is terminated prior to the Service Commencement Date, the Customer shall be liable for all Call Charges, Usage Charges and NRC; plus three times the Monthly Fee for 3 (three) months; or
 - 7.2.2 in the event that a Service is terminated subsequent to the Service Commencement Date, 100% of the MRC for the remainder of the Initial Service Term.
- 7.3 Either Party may terminate this Agreement:
- 7.3.1 subject to the provisions of the Service Detail, on at least 30 days written notice to take effect on or at any time after expiry of the relevant Initial Service Term;
 - 7.3.2 immediately by notice if, in relation to the Service, the other Party has committed a material breach which is incapable of remedy;
 - 7.3.3 immediately by notice if, in relation to the Service, the other Party has committed a material breach capable of remedy, but which it fails to remedy within ten (10) Business Days of having been notified of such breach; or
 - 7.3.4 immediately by notice if, in relation to the Service, a Force Majeure Event subsists for a continuous period exceeding three (3) months;
 - 7.3.5 if the other has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law, or commences business rescue proceedings.
- 7.4 If Customer violates clause 8.6.2, MFN may notify the Customer and require it to remedy the violation in the event of an incident involving a violation of public law or regulation or an imminent threat to the IP Network, immediately; or in all other cases, within forty-eight (48) hours. If the Customer fails to notify MFN that such a remedy has been effected in accordance with this clause 7.4 or if MFN reasonably determines that the violation is continuing, MFN may terminate this Agreement (or relevant Service) immediately upon notice to the Customer.
- 7.5 Notwithstanding the provisions of clauses 7.1, 7.2 and 7.3, MFN may terminate the Agreement on 7 (seven) day's written notice if the Customer fails to make any payment, when due, in accordance with the terms of this Agreement.
- 7.6 Without prejudice to accrued rights or obligations, upon termination of the Agreement:

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- 7.6.1 all Services shall terminate immediately;
 - 7.6.2 notwithstanding the provisions of clause 4, all accrued Charges, including third party links required for the delivery of any service, not yet invoiced shall become due and shall be paid by the Customer within thirty (30) days from receipt of an invoice;
 - 7.6.3 where the termination is at the instance of the Customer during any Service term, such termination shall amount to a material breach of this Agreement and MFN may charge applicable Termination Fees which will become due and payable immediately; and
 - 7.6.4 each Party shall promptly return to the other Party all copies of the other Party's Confidential Information and, if requested, verify to the other Party that it has done so.
- 7.7 Termination of this Agreement shall not affect a clause that necessarily or by its context requires survival of this Agreement.

8 Customer Obligations

- 8.1 The Customer shall grant or shall procure to grant to MFN or its authorised representatives such rights of access to each Customer Site, including any necessary licences, waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. The Customer shall advise MFN in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site, and MFN shall observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at the Customer Site. Customer is responsible for maintaining the Customer site.
- 8.2 The Customer shall provide MFN with such facilities and information as MFN may reasonably require to enable it to perform its obligations or exercise its rights under the Agreement.
- 8.3 The Customer undertakes to:
- 8.3.1 use the Service Equipment only for the purpose of receiving the Service and in accordance with MFN's reasonable instructions from time to time or any software licence that may be provided with the Service Equipment;
 - 8.3.2 not move, modify, relocate, damage or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the Network;
 - 8.3.3 not cause the Service Equipment to be repaired or serviced except by an authorised representative of MFN;
 - 8.3.4 insure and keep insured all Service Equipment installed at each Customer Site against theft and damage;
 - 8.3.5 not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with MFN, an MFN affiliate or their subcontractors;
 - 8.3.6 permit MFN to inspect, test, maintain and replace the Service Equipment at all reasonable times and on written notice to the Customer;
 - 8.3.7 comply with MFN's reasonable instructions in relation to the modification of the Customer Equipment to enable the Customer to receive the Service, at its own expense; and

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- 8.3.8 upon termination of a Service, allow MFN access to each Customer Site to remove the Service Equipment. Should any construction or alteration to the Customer Site have occurred to facilitate any Service, MFN is not obliged to restore the Customer Site to the same physical state as prior to Service delivery.
- 8.4 The Customer shall be liable for any and all damage to Service Equipment or the IP Network which is caused by:
- 8.4.1 the act or omission of the Customer (including but not limited to Customer's employees, agents, contractors, suppliers or officers) or the Customer's breach of the terms of this Agreement; or
- 8.4.2 malfunction or failure of any equipment or facility provided by the Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment.
- 8.5 The Customer warrants that it holds and shall continue to hold such licences and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to the Network and Service Equipment. MFN reserves the right to disconnect any Customer Equipment where the Customer has failed to comply with the provisions of this clause 8.5 and MFN shall in no event be liable in respect of the Customer's failure to comply with this clause 8.5.
- 8.6 The Customer warrants and undertakes that it shall in its use of the Services comply with:
- 8.6.1 any relevant legislative and regulatory provisions and shall not use the Services for any illegal or immoral purpose, the requirements and obligations imposed on Customer in terms of the Protection of Personal Information Act (as amended) and any regulations thereto; and
- 8.6.2 the current version of the MFN Acceptable Use Policy (the "Policy"). The policy shall be available on the MFN website. The Customer shall, prior to commencing its use of the Service(s), read and understand the Policy. MFN reserves the right to change the Policy from time to time, effective upon posting of the revised Policy on its website and by notice to the Customer.
- 8.7 Customer indemnifies and holds MFN harmless against any and all liabilities, losses, claims, damages judgements, causes of action, and costs (including attorney fees on an attorney and own client basis and disbursements) which MFN may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set out in this Agreement), or satisfy as a result of Customer's use of the Services or any breach by Customer of its warranties set out herein or the terms any provision of this Agreement or any third party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of the Customer which is, or if substantiated would be, a breach of this clause 8.7.8.6. This indemnity does not apply to instances where MFN has suffered such liabilities, losses, claims, damages judgements, causes of action, and costs (including attorney fees on an attorney and own client basis and disbursements) as a result of its own negligence or wilful conduct or default.

9 Liability

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- 9.1 Subject to clauses 9.4 and 10 each Party's total liability to the other arising in connection with the Agreement shall be limited to:
- 9.1.1 For any event or series of connected events a value equal to twelve (12) times the value of the average MRC of the affected Service(s); and
 - 9.1.2 Notwithstanding the provisions of clause 9.1.1, a maximum amount in aggregate in any twelve (12) month period of twelve times the value of the average MRC, the average being calculated using three months of billing prior to the aforementioned event or series of connected events.
- 9.2 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including without limitation any loss of profit/contract/opportunity and / or loss of data) which may be suffered by the other Party under or in connection with this Agreement.
- 9.3 The Customer acknowledges that MFN is unable to exercise editorial or other control over any content placed on or accessible through the Customer's use of the Services and MFN shall have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.
- 9.4 Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from its negligence, or any liability arising pursuant to clauses 8.5, 8.6, and 11.

10 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) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event. Subject to clause 7.3.4, any such delay or failure shall suspend the Agreement until the Force Majeure Event ceases and the length of the suspension shall extend the affected Initial Service Term(s).

11 Intellectual Property, IP Addresses and Domain Names

- 11.1 The Customer acknowledges:
- 11.1.1 that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service or Service Equipment, shall remain the sole property of MFN, its contractors or suppliers; and
 - 11.1.2 without limitation to the foregoing, that the Customer shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of MFN without MFN's prior written consent.

12 Confidentiality

- 12.1 Subject to clause 12.2, each Party hereunder, shall:
- 12.1.1 only use Confidential Information for the purposes of the Agreement;

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- 12.1.2 only disclose Confidential Information to a third party with the prior written consent of the disclosing Party (except that either Party may disclose Confidential Information on a need to know-basis, to its employees, agents or contractors, including professional advisors or auditors; and
 - 12.1.3 ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking substantially similar to the terms of this clause 12.
- 12.2 The provisions of clause 12.1 shall not apply to any Confidential Information which: (i) is in or comes into the public domain other than by breach of this clause 12; or (ii) is or has been independently generated by the recipient Party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.

13 Assignment

Neither Party may assign, charge, transfer or otherwise dispose of the Agreement or any rights or obligations therein in whole or in part, without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed or conditioned).

14 Notices

- 14.1 Except as otherwise expressly provided for herein, any notice required or authorised to be given under the Agreement shall be delivered by hand, prepaid registered post, by email to the address stated on the first page of this Agreement and shall be deemed to have been served (unless the contrary is proven):
- 14.1.1 If delivered by hand, on the next Business Day;
 - 14.1.2 If sent by registered post, 10 Business Days after such posting; and
 - 14.1.3 If sent by email transmission, the next Business Day.
- 14.2 Notwithstanding the provisions of this clause, any legal notice that has been sent or transmitted and that have been received by the other party shall be deemed to have been delivered in accordance with the terms of this Agreement.

15 Entire Agreement

This Agreement sets out the entire agreement between MFN and the Customer, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein.

16 Dispute Resolution

- 16.1 If the Customer wishes to dispute any invoice or part of an invoice falling due in accordance with clause 4.5, the Customer shall, before the invoice is due for payment, deliver a notice in writing to

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MFN setting out the nature of its dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate. Any undisputed part of a disputed invoice shall be paid by the Customer in accordance with clause 4.5. The Parties shall use all reasonable endeavours to resolve such payment disputes as soon as is reasonably practicable.

- 16.2 MetroFibre's complaints procedure in connection with the Service is obtainable through the following link:

<https://metrofibre.co.za/sites/default/files/terms/Complaints%20Procedure%20V1.0.pdf>

17 Customer Data and Privacy

- 17.1 The Customer acknowledges that MFN and its respective contractors will, by virtue of the provision of Services, come into possession of Customer Data.
- 17.2 MFN 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. The Customer acknowledges that it has a right to access Regulated Customer Data upon written notice and have any agreed errors in such Regulated Customer Data rectified.
- 17.3 The Customer acknowledges and agrees that MFN and its respective subcontractors may use or process Customer Data:
- 17.3.1 in connection with the provision of Services;
 - 17.3.2 to incorporate Customer Data into databases controlled by MFN for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention and

The Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above by sending a written notice to MFN to such effect, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

- 17.4 The Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause 18 and for data belonging to any third party.
- 17.5 Metrofibre is not responsible for Customer Data stored or transmitted on our system.
- 17.6 MFN makes use of cloud-based data storage solutions. Customer consents to Metrofibre transferring its data across country borders to enable MetroFibre to comply its obligations under any Service Detail or Service Confirmation, and for market research and data analyses applicable for the delivery of the Services.

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- 17.7 You are solely responsible for determining that any transfer across a border by you complies with applicable laws.
- 17.8 Customer agrees to indemnify, defend and hold us harmless (and our employees, directors, agents and shareholders) from and against any claim, loss, damage, cost or liability (including legal costs on an attorney on own client basis) arising out of or in connection with your obligations under this clause.
- 17.9 On reasonable notice, a party shall provide the other with the information that it has regarding data and its processing that is necessary for a party to comply with applicable legislation. Both parties shall take reasonable precautions to secure the integrity of data and prevent unauthorised access, corruption and loss of data.
- 17.10 Our records shall be *prima facie* evidence of the Service provided to you.

18 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with South African law, and the Parties hereto irrevocably agree to the exclusive jurisdiction of the South African courts.

19 General

- 19.1 Severability. If any provision of the Agreement, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
- 19.2 No Waiver. Failure or delay by either Party to exercise or enforce any right or benefit conferred by the Agreement, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 19.3 Relationship. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute between the Parties a partnership, agency, association, joint venture or other co-operative entity.
- 19.4 Third Party Beneficiaries. Except as otherwise contemplated by this Agreement, nothing herein will create or confer any rights or other benefits in favour of any person other than the Parties.
- 19.5 Variation. This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.

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Executed as an agreement by the Customer and MFN, intending hereby to be legally bound, by their authorised officers, on the date written here.

Metro Fibre Networx Proprietary Limited:	Customer:
/s/: _____	/s/: _____
Name: Hendrik Oppermann	Name: _____
Title: Chief Finance Officer	Title: _____
Date: 04-04-2018	Date: _____

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ANNEXURE A -SERVICE DETAIL

SERVICES AGREEMENT

ANNEXURE B

SERVICE LEVEL AGREEMENT

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ANNEXURE C

VOIP TERMS AND CONDITIONS

1. INTRODUCTION

The Terms and Conditions set out in this Annexure apply to MetroFibre's VOIP Service offering which is an additional service available on existing MetroFibre FTTB data and connectivity packages. These Terms and Conditions shall be read in conjunction with the Retail Master Services Agreement for business.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless a contrary intention is clear from the context, the following words and phrases shall have the following meanings:
- 2.1.1. "Acceptable Fair Use and Access Use Policy" means MetroFibre's Acceptable Fair Use and Access Policy, which may be found at www.metrofibre.co.za;
- 2.1.2. "Activation" means the enabling of a service to the Customer's Premises;
- 2.1.3. "Agreement" / "Retail Master Services Agreement" means MetroFibre's FTTB Retail Master Services' Terms and Conditions, including all Annexures, to which this VOIP Services Annexure is attached, available at www.metrofibre.co.za ;
- 2.1.4. "Authority" means the Independent Communications Authority of South Africa established in terms of the Independent Communications Authority of South Africa Act 13 of 2000, as amended, and its successors who oversee the telecommunications and electronics industry in the Republic of South Africa;
- 2.1.5. "Business" means the conduct by a legal entity or individual of a profession, trade or occupation for profit;
- 2.1.6. "Business Day" means any day which is not a Saturday, Sunday or a day which is defined as a public holiday in terms of the Public Holidays Act, Act 36 of 1994, as amended;
- 2.1.7. "Charges" means installation charges, monthly service charges, usage charge, reconnection fee and all other charges relating to the provision of the VOIP Services by the MetroFibre to the Customer or relating to the cancellation of these Terms and Conditions;
- 2.1.8. "Customer" means the Business entering into these Terms and Conditions with MetroFibre for the provision of VOIP Service and/or the use of equipment;
- 2.1.9. "Customer Premises" means the premises specified in the Order Form at which the Services are to be provided;
- 2.1.10. "Customer Device" means an analogue telephone device installed by Customer on the FTTB Network at Customer's own risk, expense and cost;
- 2.1.11. "Event of Force Majeure" means any event or circumstance, other than a lack of funds required for payment, which is not within the reasonable control of the affected Party including, without limitation, war, plague, epidemic, pandemic, national emergency, strike, civil disturbance, theft, fire, flood, explosion, natural disaster, national lockdown, unusually severe weather conditions, prohibitive legislation or regulations, inability to secure materials or services and failure of power or utility supplies (including electronic communications);
- 2.1.12. "FTTB" means architecture of electronic communication to the Business made accessible to the Customer in terms of the Agreement;
- 2.1.13. "MetroFibre" means Metro Fibre Network Proprietary Limited, registration number: 2007/024366/07, a company incorporated in terms of the laws of the Republic of South Africa;
- 2.1.14. "Month" means a calendar month beginning at 0h00 on the first day of the calendar month in question;
- 2.1.15. "Order Form" means any order or quote in relation to the VOIP Services signed by Customer or electronic record of

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a telephone conversation made by Customer to order the VOIP Services;

- 2.1.16. "Parties" means the parties to these Terms and Conditions, being MetroFibre and the Customer collectively, and "Party" means either one of them;
 - 2.1.17. "RICA" means the Regulation of Interception of Communications and Provision of Communications Related Information Act 70 of 2003, as amended from time to time, and its related regulations as published in the Government Gazette;
 - 2.1.18. "VOIP" means voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet.
 - 2.1.19. "VOIP Service/(s)" means the VOIP services provided by MetroFibre to the Customer in terms of these Terms and Conditions;
 - 2.1.20. "Termination Point" / "TP" means the point where the Customer is connected to the fibre broadband network including and includes the optical network terminal point ("ONT");
 - 2.1.21. "Uptime" means the total number of minutes available to a Customer via the network services in a calendar month; and
 - 2.1.22. "VOIP Terms and Conditions" means the VOIP Terms and Conditions set out in this Annexure, as amended from time to time, and the Order Form signed by the Customer.
- 2.2. In these Terms and Conditions, unless a contrary intention is clear from the context:
- 2.2.1. the singular includes the plural and vice versa;
 - 2.2.2. a reference to any gender includes the other genders and a reference to a person includes any individual, body corporate, unincorporated entity or any other entity recognised in law as having a separate legal existence;
 - 2.2.3. when any number of days is prescribed, this shall be calculated by excluding the first and including the last day, unless the last day is not a Business Day in which case the days shall be calculated up to the next Business Day; and
 - 2.2.4. headings of clauses have been inserted for convenience only and shall not be considered in the interpretation of this Agreement.
- 2.3. Any defined terms utilised in these Terms and Conditions, which are not defined herein will bear the same meaning as in the Agreement.

3. PROVISION OF VOIP SERVICE

- 3.1. The VOIP Service is an additional service offered by MetroFibre to existing FTTB Customers who have previously subscribed for data and connectivity fibre packages with MetroFibre and are in good standing with MetroFibre.
- 3.2. By connecting a Customer Device to a MetroFibre Termination Point and ONT, or by establishing a VOIP account with MetroFibre, the Customer agrees to be bound by these Terms and Conditions and to the terms and conditions in the Agreement, to which these Terms and Conditions are annexed. For the avoidance of doubt, any aspect not regulated in these Terms and Conditions will be regulated in accordance with the terms and conditions set out in the Agreement and all Annexures thereto, as amended from time to time.
- 3.3. In the event of inconsistency or conflict between these Terms and Conditions and the Agreement, these Terms and Conditions shall supersede any conflicting terms in the Agreement, to the extent of the conflict.

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4. LIMITATIONS OF VOIP SERVICE

- 4.1. The VOIP Service is dependent on the installation of an ONT / TP at the Customers Premises and connectivity to the IP Network.
- 4.2. THE CUSTOMER ACKNOWLEDGES THAT THE VOIP SERVICE WILL NOT FUNCTION DURING A POWER OUTAGE AND MAY FURTHER NOT FUNCTION RELIABLY DURING PERIODS OF IP NETWORK CONGESTION. VOIP ADAPTORS DO NOT WORK WITHOUT POWER, IN THE EVENT OF A POWER FAILURE THE VOIP SERVICE WILL NOT WORK WITHOUT THE CUSTOMER PROVIDING ELECTRICITY LOCALLY TO POWER THE CUSTOMER DEVICE.
- 4.3. FURTHERMORE, THE VOIP SERVICE MAY BE SUBJECT TO INTERFERENCE AND DISRUPTION OF SERVICES AND EQUIPMENT. METROFIBRE MAKES NO GUARANTEE IN RESPECT OF THE VOIP SERVICE'S UPTIME AND AVAILABILITY.
- 4.4. METROFIBRE'S VOIP SERVICE IS A BEST EFFORTS SERVICE THAT RELIES ON THE INTERNET AND VOIP SERVICE PROVISIONING AVAILABILITY WHICH IS OUTSIDE OF THE CONTROL OF METROFIBRE. METROFIBRE DOES NOT GUARANTEE THE AVAILABILITY OF THE VOIP SERVICE, THE INTERNET, THE SERVICE OF MODEMS / FAXES AND CUSTOMER DEVICES ON THE IP NETWORK, AND/OR THE CONNECTIVITY OF ANY ONT OR TP TO A CUSTOMER DEVICE.
- 4.5. Because of the need to conduct repair and maintenance activity on the IP Network from time to time, the VOIP Service may be suspended without notice.

5. DURATION

- 5.1. The duration of any VOIP Service is as per the Order Form.
- 5.2. The Customer may terminate these Terms and Conditions at any time by giving one Month's notice in writing to MetroFibre, which notice must be given to MetroFibre on or before the first day of the Month.
- 5.3. If the conclusion of these Terms and Conditions is as a result of direct marketing, the Customer has the right to terminate these Terms and Conditions without reason or penalty within 5 Business Days of the later of the date upon which these Terms and Conditions was entered into or the date on which any ONT or TP was delivered to the Customer.

6. BILLING AND PAYMENT

- 6.1. The Customer shall select any one of MetroFibre's VOIP Service packages on the Order Form ("Service Package").
- 6.2. For the avoidance of doubt, all Packages excludes calls from outside of South Africa, which will incur default international rate costs. Charges for calls to International destinations outside of South Africa are excluded from the all VOIP Service Packages and charges can be found at <https://info.metrofibre.co.za/retail-international-pricing>. MetroFibre reserves the right to change international billing charges from time to time without notice to the Customer. International calls shall be charged separately at the default rate and falls outside of unlimited package rates.
- 6.3. Local rates apply to all standard telephone numbers in South Africa. Share calls, premium calls, SA toll free numbers and other reserved and categorised numbers are excluded from all VOIP Service Packages and the Customer shall be charged the applicable default shared call rate.
- 6.4. The Customer may be billed in advance depending on the terms of the applicable Service Package selected by Customer in the Order Form. Any usage Charges over and above the bundle usage rate in the selected Bundled Service Package shall be billed at the out of bundle rates, in arrears, and such additional charges shall be carried over into the following month's invoice and statement.
- 6.5. The Customer shall pay the VOIP fees and charges within seven (7) days from the date of invoice and statement, into the bank account nominated by MetroFibre for this purpose, in full, without deduction or set-off and free of bank charges for the supply and delivery of VOIP Services, irrespective of whether or not the VOIP Service is used.
- 6.6. MetroFibre shall be entitled to change the fees payable by the Customer upon 30 (thirty) days' notice.

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- 6.7. A CERTIFICATE SIGNED BY ANY DIRECTOR OF METROFIBRE SHALL BE *PRIMA FACIE* PROOF OF THE AMOUNT OWING BY THE CUSTOMER FOR THE PURPOSES OF OBTAINING PROVISIONAL SENTENCE OR SUMMARY JUDGMENT. THE BURDEN OF PROOF SHOULD THE CUSTOMER DISPUTE THE CORRECTNESS OF SUCH SIGNED CERTIFICATE, SHALL REST WITH THE CUSTOMER.

7. SUSPENSION AND TERMINATION OF SERVICES

- 7.1. Each VOIP Service package, whether bundled or unbundled, contains an automatic limit or cap of R3 000 (three thousand Rand) per month (or such other cap as may be determined in the Order Form) to protect the Customer against unlawful and unauthorised usage of the VOIP Service. However, the Customer may elect an alternate higher or lower limit or cap. ON REACHING THE AUTOMATIC CAP OR CUSTOMER ELECTED CAP, METROFIBRE SHALL BE ENTITLED TO SUSPEND THE VOIP SERVICE UNTIL SUCH TIME AS IT HAS CONFIRMED USAGE AND FEES WITH THE CUSTOMER. SHOULD CUSTOMER NOT SELECT A LIMIT OR CAP, CUSTOMER AGREES TO BE LIABLE FOR ALL VOIP USAGE HOWSOEVER ARISING.
- 7.2. MetroFibre may, upon notice to the Customer, suspend the Customer's full use of the VOIP Services, if the Customer fails to perform any obligation under these Terms and Conditions or breaches any term of these Terms and Conditions or of Agreement.
- 7.3. BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION.
- 7.4. SHOULD THE CUSTOMER'S FAILURE TO MEET OBLIGATIONS IN TERMS OF THESE TERMS AND CONDITIONS CONTINUE FOR LONGER THAN 60 (SIXTY) 60 DAYS, METROFIBRE RESERVES THE RIGHT TO TERMINATE THESE TERMS AND CONDITIONS AND ANY ASSOCIATED BUSINESS SERVICE OBTAINED UNDER THE AGREEMENT WITHOUT ANY FURTHER NOTICE TO THE CUSTOMER.

8. CANCELLATION AS A RESULT OF IMPOSSIBILITY OF PERFORMANCE

- 8.1. If any Party is restricted or prevented from carrying out any or all of its obligations as a result of an Event of Force Majeure, unpredictable delays caused by traffic congestion, diversion or road works, or any other event or circumstance giving rise to impossibility or performance delay by either Party, then that Party will be relieved of its affected obligations during the period that such event continues and will not be liable for any costs or damages arising from such delay or the failure in performance of any obligations, as a result of such event.
- 8.2. If the event in 8.1 continues for a period more than 30 (thirty) days, either Party may cancel this Agreement with immediate effect by written notice to the other Party.

9. LIMITATION OF LIABILITY

- 9.1. IT IS SPECIFICALLY AGREED THAT METROFIBRE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY THE CUSTOMER RELATING TO THE UNAVAILABILITY (TEMPORARY OR OTHERWISE) OF IP NETWORK DUE TO NETWORK MALFUNCTION AND /OR FAILURE OF ANY THIRD-PARTY NETWORK ON WHICH THE IP NETWORK IS DEPENDENT, OR FOR ANY OTHER REASON WHATSOEVER.
- 9.2. Service credits (as detailed and provided for in the Agreement) shall not apply to VOIP Services.
- 9.3. WHILE METROFIBRE SHALL MAKE EVERY EFFORT TO ASSIST CUSTOMER IN THE PORTING OF GEOGRAPHIC NUMBERS FROM OTHER SERVICE PROVIDERS, METROFIBRE SHALL NOT BE LIABLE FOR ANY LOSS OF SERVICE OR INCOME AS A DIRECT OR INDIRECT RESULT OF SUCH PORTING.

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10. DOMICILIA AND NOTICES

As per the Agreement for MetroFibre. As per the Order Form for Customer.

11. DISCLOSURE

- 11.1. THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED IN THE ORDER FORM OR ELSEWHERE RELATING TO THESE TERMS AND CONDITIONS, IS TRUE, CORRECT AND COMPLETE AND THE CUSTOMER INDEMNIFIES METROFIBRE AGAINST ANY CLAIM THAT MAY ARISE AS A RESULT OF A BREACH OF THIS WARRANTY.
- 11.2. THE CUSTOMER AUTHORISES METROFIBRE TO MAKE GENERAL CREDIT REFERENCE ENQUIRIES ABOUT THE CUSTOMER AND TO DISCLOSE ANY INFORMATION, WHICH HAS BEEN SUPPLIED, OR ANY INFORMATION RELATING TO THE CUSTOMER'S ACCOUNT TO ANY REGISTERED CREDIT BUREAU.
- 11.3. METROFIBRE SHALL FURTHER BE ENTITLED TO DISCLOSE ANY INFORMATION OF THE CUSTOMER TO ENABLE THE PROVISION OF EMERGENCY SERVICES, DIRECTORY OR REPAIR SERVICES TO THE CUSTOMER AND FOR ANY PURPOSE FOR WHICH SUCH INFORMATION IS REQUIRED IN LAW.
- 11.4. MetroFibre undertakes not to disclose any of the Customer's information for any purpose, except as provided for in this clause or as agreed to elsewhere in this Agreement or in writing by the Customer.

12. PORTING OF NUMBERS

- 12.1. MetroFibre, as "ported to" operator (recipient), may refuse to port a short number or a number used for information or other such services.
- 12.2. MetroFibre, as "ported to" operator, may refuse to port a number that would clash with another number or code that is in use, or is planned to be used, in its network.
- 12.3. MetroFibre, as "ported from" operator (donor) may refuse to port a number for the following reasons:
 - 12.3.1. the number is not a valid number on their network;
 - 12.3.2. the number is excluded from number portability as provided for by the Regulations;
 - 12.3.3. for a post paid Customer; the number, account number and/or account holder's identification number do not match;
 - 12.3.4. the classification of the account does not match, for example a request is made under the prepaid procedure for a post paid account;
 - 12.3.5. Customer is already subject to suspension of outgoing or incoming calls because of failure to pay a bill;
 - 12.3.6. the number is already subject to a porting process;
 - 12.3.7. the number has already been ported in the last two months;
 - 12.3.8. the number and account number do not match, or the port request is unauthorized; and
 - 12.3.9. any other reason agreed to by the Authority (ICASA) and notified to MetroFibre and other operators in writing.