

## SUPPLIER AGREEMENT

Between

The Client as defined on the signature page  
(hereinafter referred to as "The Client")

and

**Diplomat Communications (Pty) Ltd**

or

**Swazisat PTY**

(hereinafter referred to as "Supplier")

For services required as applicable to the Territory of

**Eswatini and South Africa**

(hereinafter referred to as the "Territory")

### 1. INTRODUCTION

THE COMPANY, a company duly incorporated under the laws of South Africa and Eswatini, with its principal administrative office at 17 Murray Street, Nelspruit, South Africa and 73 Mbandzeni House Karl Grant Street Mbabane Eswatini. The Supplier shall deliver the agreed services in Eswatini and South Africa. The term "Party" shall refer to either Client or Supplier, as the context requires, and "Parties" shall refer to Client and Supplier collectively.

**CLIENT and the Supplier agree as follows –**

#### **DEFINITIONS:**

2.1 Business Day: means Monday to Fridays, excluding national holidays in Eswatini, unless otherwise specified in this document.

2.2 Business Hours: means 09:00 till 17:00 local time, Monday to Friday, unless otherwise specified in this document.

2.3 Customer Equipment: refers to the equipment located on the Customer's premises with the express purpose of terminating the connectivity and allow for such termination to interface with the IP network (including 3rd party or CLIENT provided equipment).

2.4 Demarcation Point: unless otherwise specified, the Demarcation Points for the Service shall start on the (a) air interface; one inch from the antenna or terminating device and terminate at the (b) interconnect (Ethernet Port) on the Satellite modem at the Customers premises.

### 3. AGREEMENT TERMS

Agreement Duration: this Agreement is from the date of connection or the date of the signature until terminated by either party.

Commencement Date: this Agreement commences on the date of connection or of the signature by the client ("the effective date").

Payment: Services shall be paid to the Supplier monthly in advance and field engineering fees shall be paid upon completion of said, to include submission of completed documentation.

Termination: either Party shall have the right to terminate this agreement by giving thirty (30) days' notice in writing to the other Party after the initial contract period has expired. The default initial contract period is 24 Months unless otherwise stated.

Written Notice: Where reference to written notice is made in this SLA, e-mail notices that have been acknowledged will be accepted as adequate notice.

### 4. SUPPLIER OBLIGATIONS

To connect the client only to an internet gateway at the agreed maximum speed and service level.

Tools, Equipment and Electronics: The Supplier shall be responsible, at its own cost and expense, for obtaining and maintaining all necessary tools, test, and measurement devices (collectively, "tools") required for the Supplier to perform the services.

Competency: The Supplier shall always and at its own cost ensure that a minimum of one suitably certified engineer is available to perform support, maintenance, and other satellite related services. **The supplier does not provide IT or software support.**

### 5. GENERAL TERMS & CONDITIONS

This Agreement supersedes any Supplier Agreement entered between the parties prior to signature hereof.

This Agreement is written in English, and in the event of any dispute of this English version and any version in any other language, the English language version shall prevail.

### 6. GOVERNING LAW

This Agreement and the relationship of the parties in connection with the subject matter of this Agreement shall be governed and determined in accordance with the laws of Eswatini or South Africa determined by the clients registered location.

Executed as an Agreement by duly authorised representatives of the Parties:

# Terms and Conditions

## High Speed Internet and intranet connections.

The supplier supplies a direct connection to a point of internet presence which will perform according to the provided and agreed on service level. The domestic service level is 80% of the advertised download speed 80% of the time as measured at the internet gateway connection on a best-efforts basis. The supplier provides tools to check the speed and response of this connection. **The supplier is not responsible for the performance of the internet in general or any applications that are run over the internet** and can only vouch for the internet connected components that are under its direct control or influence.

The end user accepts that on satellite connections the ping times are 600ms longer than terrestrial systems. It is therefore not suitable for realtime applications such as gaming. These delays are however acceptable for online meetings and telephony applications. VPN connections are allowed but must be configured to accommodate the Ping latency.

**If a domestic router is supplied with WiFi then this WiFi service is free of charge and does not come with any performance or coverage warranty. Any performance tests of our internet service should be performed using a direct connection to the modem.**

For all new registrations unless otherwise stated, there is a minimum of a one-month non-refundable security deposit. Installation and travel charges will be applied as set out in the published price list.

M2M (month to month) or 30-Day contracts may be available but would be charged at a premium and comes with the advantage that you may quit or suspend with 30 days' notice. If you chose to suspend then you will only be charged for your equipment hardware rental if that is applicable.

Contracts that exceed one month cannot be terminated early. If you fail to Pay then you will be charged for the remaining contract period and any amortised hardware is forfeit remain the property of the Supplier.

Our prices are based on our supplier USD prices. In the event of excessive devaluation of the local currency we will charge a forex fee for the devaluation period. 30 days' notice will be given if we intend to do this.

At the start of the contract a one-month security deposit will be charged. You will also pay an advance rental for the whole of the following month. For the current billing period you will pay a fraction of the 30 Day month that you use the system, therefore if you install within a month (not at the start or the end) then you will be charged (monthly rate /30) times the remaining days of the month

**The supplier or any of its appointed agents or third-party providers is only responsible to bring/provide service to the location's demarcation point. Under no circumstance or condition are any of the above responsible for any inside wiring, internal repairs or equipment and its associated software.**

If you are on a contract other than a M2M or 30 day contract and payment is not received by the 25<sup>th</sup> of the month and we have received no communication then we will automatically assume that you are disconnecting. If you are outside of the contract period, we will use your security deposit to continue service for the next 30 days. Your service will automatically cease at the end of that grace period. If you are not outside of the contract period, then the service will be suspended on the last day of the current month and the security deposit will be forfeit. You may reconnect at any time by applying for a new tariff and paying the appropriate security deposit and connection fee if applicable. If you were also using rented equipment, then then the rent arrears would still be chargeable.

**Note: Our bank no longer accepts payment by Cheque.**

By arrangement accounts that overdue by more than 30 days will have a handling charge applied, typically 15% per month and/or a 30% one off collection fee applied if terms are not met.

## Internet acceptable Use Policy:

The Customer is solely responsible for use of the Services by any of its employees, officers, directors, agents, and any other end user of the Services (collectively, the "End Users").

The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services (the Customer and/or End Users are sometimes hereinafter referred to as "You").

## Customer Obligations

### The Customer shall:

1. Ensure that the equipment and services they have is compliant with the regulators type approval and RF licencing.
2. For third-party equipment or software, arrange for the installation and maintenance by an accredited IT technician.
3. Understand that service is available only where technology and environmental conditions permits.
4. Rates do not include correction to wiring problems or software and IT problems at customers' premises.
5. Ensure always that the Provided Equipment is stored in a manner and in an environment, which conform to the relevant equipment manufacturer's specifications; This includes surge protected power adapters and UPS equipment.
6. Be responsible for the loss of and risk or damage to the Provided Equipment.
7. Provide necessary infrastructure, including, grounding and anti-static environments for the safe and efficient operation and maintenance of the Provided Equipment in accordance with Eswatini, ICASA or other specifications as applicable.
8. Permit the Supplier or its partners prompt and safe access to its premises for the purpose of performing its obligations under the service(s) provided or disconnecting and removing Equipment.
9. The Customer, its agents, employees or representatives shall not commit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Supplier services.
10. The Customer shall solely be responsible for use of the Services by any of its employees, officers, directors, agents as well as its end users and agrees to take all necessary measures to ensure that such persons use the Services in accordance with these terms and conditions.
11. Unless dedicated bandwidth is supplied then the Customer agrees to comply with (i) the Internet fair use Policy, which policy may be amended from time to time. The Supplier shall not be responsible if any changes in the Services caused by the regulatory authorities or equipment, hardware or software not provided by the supplier become obsolete, require attention, or otherwise affect performance of same. The supplier will to its best endeavours provide the Customer with one (1) months' notice of such changes.
12. The supplier reserves the right to take all actions, including immediate suspension of the Services, which it considers necessary to assure compliance with the Customer Obligations. The Customer will be responsible for all additional costs, liabilities and expenses incurred by the supplier resulting directly from a breach by Customer of this Section.
13. **The customer shall not make the supplier liable for any losses, damage or otherwise** and understands that all service are supplied on a best efforts basis unless otherwise covered in an extended service level agreement.
14. **In the event of a perceived technical issue the customer will always follow the support procedures supplied which may be updated from time to time on the company website before attempting corrective mneasures or raising a support ticket.**

### Warranty

1. **The Customer acknowledges that the supplier does not warrant uninterrupted or error free Services** or the content, availability, accuracy, or any other aspect of any information including, without limitation, all data, files and all other information or content in any form or of any type, accessible or made available to or by Customer or its end users using the Services. The supplier shall be permitted from time to time to interrupt the Services to provide maintenance to the Services, as more specifically set out in the Schedules.
2. **Customer acknowledges that any third-party services such as website hosting, email clients and other third-party software installed on PCs or other computing devices are outside of the scope of the internet service provision and will need to be configured by a duly authorised technician contracted for those purposes.**
3. The warranties provided in this Agreement are in lieu of all other warranties and conditions. The Customer hereby waives all other warranties and conditions, express, implied, or statutory, including any warranty of merchantability, fitness of a purpose, or availability or reliability of the Services.

### Remedies

The Customer acknowledges that the supplier does not warrant uninterrupted or error free Services or the content, The supplier and the third-party provider's total cumulative liability, if any, to the customer for damages arising out of or in connection with this agreement will in no event exceed the total aggregated monthly charges paid by the customer during the period that such damages were incurred, such period not to exceed ninety (30) days.

### Termination

1. The supplier may terminate this Agreement in the event the Customer fails to pay any amount payable hereunder when due and fails to remedy such breach within seven (7) days after receiving written (by email, mail or fax) notice thereof from the supplier.
2. Customer may terminate this Agreement in the event the supplier fails to provide the service requested hereunder when due and fails to remedy such breach within ninety (90) days after receiving written (by email, or mail) notice thereof from Customer. The sole remedy for such breach is the value of up to one (1) months service, unless mutually agreed by both parties.
3. The customer must provide the supplier 30 days' notice ahead of the monthly renewal date. If a confirmation notice has not been received by the customer from the supplier for the cancellation it will be assumed the cancellation has not been received. It is the responsibility of the customer to ensure that the cancellation notice has been received.

**Rules.** While using the Service, you may not: Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet. post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers.

Post or transmit any information or software which contains a virus or other harmful or disruptive component or publish or transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality.

**Your Equipment.** It is your responsibility to ensure that your computer system meets the minimum requirements stated by the supplier as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate.

1. You Can Best Control the Risk and Therefore Are Responsible. The supplier will not assume any responsibility for your acts or omission. Account and password protection will be your responsibility.
2. Monitoring. The supplier has no obligation to monitor the Service. However, to protect itself and its subscribers, the supplier will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request. The supplier will not intentionally monitor or disclose any private data unless required by law.
3. Content. You acknowledge that some content, products, or services available with or through the Service (Content) may be offensive or may not comply with applicable laws. You understand that neither the Supplier nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither the supplier nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. You assume total responsibility and risk for access to or use of Content and for your use of the Service. The Supplier and its affiliates assume no liability whatsoever for any losses arising out of or relating to your access to or use of Content.
4. Privacy. Unless an encrypted service has been ordered the supplier cannot guarantee privacy. Your messages may be the subject of unauthorized third-party interception and review. The supplier therefore recommends that the Service not be used for the transmission of confidential information.
5. E-mail or forum posting. Sending unsolicited, e-mail messages and posts, including, without limitation, commercial advertising, mailing lists and informational announcements that do not comply with GDPR regulation is prohibited.
6. System and Network Security. Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of the suppliers or a third party's network, data or information. Users are unauthorized to monitor the suppliers or third party's data, systems, or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation, mail bombing, denial of service attacks. Users are prohibited to forge any TCP-IP header or any part of the header information in an e-mail or newsgroup posting.

**VIOLATION OF ACCEPTABLE USE POLICY or RULES:**

The supplier considers the above practices to constitute abuse of its service. Therefore, the suppliers ` terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to the supplier's services. Nothing contained in this policy shall be construed to limit the supplier's actions or remedies in any way with respect to any of the foregoing activities. The supplier reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the suppliers service, and levying cancellation charges to cover the suppliers costs. In addition, the supplier reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

**By signing I acknowledge and understand the the above terms and conditions: AND**  
**That I will be required to perform speed and other tests from time to time to ensure optimum performance.**  
**I acknowledge that my supplier only supplies internet connectivity and does not perform IT support.**  
**I acknowledge that any domestic and SOHO customer and end user site visits are chargeable.**  
**I acknowledge that interruptions due to internet congestion, bad weather and sun activity are accepted.**  
**I acknowledge that some third-party software such as VPN managers may not work optimally with this service.**

<b>Name</b>	<b>Signature</b>	<b>Date</b>
<b>Business name :</b>		/ /
<b>TIN Number or ID number</b>	<b>Date of Birth</b>	