

Ordering the Telkom...

- >> **SpaceStream Office Access,**
- >> **SpaceStream Express Access, or**
- >> **TelkomInternet VsatPro**

You can use this form to...

On the transaction list below, select your transaction (tick✓ or x) and complete the Sections as indicated in brackets. For detail about the products, kindly consult the relevant product catalogue, or use the "Important information" below for more details.

A. Order...

- Telkom SpaceStream Office Access.**
(Complete Sections A, B, C, D, L, M and N)
- Telkom SpaceStream Express Access.**
(Complete Sections A, B, E, L, M and N)
- TelkomInternet using Spacestream Office Access.**
(Complete Sections A, B, F, L, M, and N)
- TelkomInternet using Spacestream Express Access.**
(Complete Sections A, B, F, L, M and N)

B. Up or downgrade...

- Telkom SpaceStream Office Access.**
(Complete Sections A, B, G and M)
- Telkom SpaceStream Express Access.**
(Complete Sections A, B, H and M)

C. Transfer the...

- Telkom SpaceStream Office or Express Access on the same premises or to a new address.** Complete the form with your new details. (Complete Sections A, B and M)

D. Change your account and personal details...

- Complete Sections A, B, D and M with your new details.

E. Discontinue your...

- Telkom SpaceStream Office Access.**
(Complete Sections A, B, I and M)
- Telkom SpaceStream Express Access.**
(Complete Sections A, B, J and M)
- TelkomInternet service.**
(Complete Sections A, B, K and M)

Important Information

>> Complete this form and fax it to

0800 204 988

>> You may also order your TelkomInternet Powered by Satellite service...

- by calling (the call is free of charge);
- on-line on the Telkom website; or
- on-line on the TelkomInternet website

10217

www.telkom.co.za

www.telkomsa.net

Use these numbers for enquiries...

- Order process tracking
- Telkom SpaceStream technical support
- TelkomInternet technical support
- TelkomInternet service activation support

0800 456 786

0860 478 728

08600 08700

0800 500 200

About you or your business follows ...



A. About you or your business

Complete subsections (a) to (d) below as applicable.

(a) Are you an existing TelkomInternet subscriber?

If yes, what is the TelkomInternet account number?

No Yes >>

(b) Business customers only

Name of your business

Type of business

Your VAT reg. number

Your business reg. no

Note: Members of a closed corporation must also complete a suretyship. Forms are available from any Telkom Customer Service Branch.

(c) Residential customer or key person in the business

We need the information for contact purposes. In the case of a business, a key person is a sole proprietor, partner, trustee or prominent member of a closed corporation or an employee of a company.

Which title do you use?

The Hon Rev Prof Dr
 Mr Mrs Miss Ms

Your initials and surname

Your ID number

Your contact numbers - Please give us telephone numbers where we can contact you or leave a message ...

- contact person's name
- during business hours;
- wife's/husband's number; and
- after hours (friends, family).

(d) Residential, sole proprietor, partner or trust customers

Your wife's/husband's initials

Your wife's/husband's ID number (if you are married)

B. Your addresses

NB: If you are transferring your service, provide your new details.

Your current e-mail address

The installation address of your SpaceStream Access

Room no, building/farm

Street no and name

Suburb

City/Town Postcode

The business address (if different to the installation address)

Room no, building/farm

Street no and name

Suburb

City/Town Postcode

The postal address (if different to your business address)

Suburb

City/Town Postcode

Section C follows ...

C. Ordering your SpaceStream Office Access

Select the **SpaceStream Office Access** package you require and the **volume package** (tick ✓ or x)

Note: A synopsis only of the package is given. You are advised to contact Telkom for more detail. The * denotes standard options at no additional cost.

>> Residential access package

	Download	Upload	Voice line/s
<input type="checkbox"/> SSO 64/1*	64 kbps max	16 kbps max	1
<input type="checkbox"/> SSO 64/2	64 kbps max	16 kbps max	2
<input type="checkbox"/> SSO 64/3	64 kbps max	16 kbps max	3
<input type="checkbox"/> SSO 64/4	64 kbps max	16 kbps max	4

>> Business access package

	Download	Upload	Voice line/s
<input type="checkbox"/> SSO 64/5*	64 kbps max	16 kbps max	1
<input type="checkbox"/> SSO 64/6	64 kbps max	16 kbps max	2
<input type="checkbox"/> SSO 64/7	64 kbps max	16 kbps max	3
<input type="checkbox"/> SSO 64/8	64 kbps max	16 kbps max	4

>> Volume package

	Combined cap (max)		Combined cap (max)
<input type="checkbox"/> SSO 500M*	500 Mbps	<input type="checkbox"/> SSO 1.5G	1.5 Gbps
<input type="checkbox"/> SSO 750M	750 Mbps	<input type="checkbox"/> SSO 1.75G	1.75 Gbps
<input type="checkbox"/> SSO 1G	1 Gbps	<input type="checkbox"/> SSO 2G	2 Gbps
<input type="checkbox"/> SSO 1.25G	1.25 Gbps		

When do you require the **SpaceStream Office Access**?

Date (yyyymmdd) | Y | M | M | D | D

D. Your details in the Phone Book

You can choose...

a free standard entry

Unless you indicate otherwise in the blocks below, your details will be listed in your local Phone Book and may be abbreviated. Do you want the Phone Book to show...

- your title and/or suburb?
- Which **one** of the following do you want the Phone Book to show?
 - >> building, room number/farm
 - >> postal address or >> street no and name.

- Language of your choice
- Business customer, please describe your business

(30 letters only).

extra entries or information

You can have extra entries or information in the Phone Book in addition to your basic details at an additional cost. See your local Phone Book for more information.

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

To have bold-face entries and advertisements in the **Phone Book**, contact Telkom Directory Services (Pty) Ltd. See your local Phone Book for more information.

not to have your details in the Phone Book. you will be unlisted - your details will not be printed in any Phone Book or given to any directory enquiries service.

>> Yellow pages

For bold-face entries and advertisements in the Yellow Pages, or to be listed on the info 10-11-8, the talking Yellow Pages' data base, please contact Telkom Directory Services (Pty)Ltd.

Section E follows ...

E. Ordering your SpaceStream Express Access

Select the **SpaceStream Express Access** you require (tick ✓ or x)

Note: A synopsis only of the package is given. You are advised to contact Telkom for more detail.

	Download max	Upload max	Combined cap. (max)
<input type="checkbox"/> SSE 64	64 kbps	16 kbps	500 Mbps
<input type="checkbox"/> SSE 128	128 kbps	32 kbps	1 Gbps
<input type="checkbox"/> SSE 256	256 kbps	64 kbps	2 Gbps
<input type="checkbox"/> SSE 512/3	512 kbps	128 kbps	3 Gbps
<input type="checkbox"/> SSE 512/4	512 kbps	128 kbps	4 Gbps
<input type="checkbox"/> SSE 512/5	512 kbps	128 kbps	5 Gbps
<input type="checkbox"/> SSE 512/6	512 kbps	128 kbps	6 Gbps
<input type="checkbox"/> SSE 512/7	512 kbps	128 kbps	7 Gbps
<input type="checkbox"/> SSE 512/8	512 kbps	128 kbps	8 Gbps
<input type="checkbox"/> SSE 512/9	512 kbps	128 kbps	9 Gbps
<input type="checkbox"/> SSE 512/10	512 kbps	128 kbps	10 Gbps
<input type="checkbox"/> SSE 512/11	512 kbps	128 kbps	11 Gbps
<input type="checkbox"/> SSE 512/12	512 kbps	128 kbps	12 Gbps

When do you require the **SpaceStream Express Access**?

Date (yyyymmdd) | Y | M | M | D | D

F. Ordering your TelkomInternet VsatPro

I want to...(Select one & complete the Sections as indicated)

- ...use VsatPro with my existing SpaceStream Office/Express. Complete this Section (F) only.
- ...order a new SpaceStream Office/Express Access for my VsatPro. Complete this Section (F) as well as C + D or E.

Provide your choice of 5 e-mail addresses (subject to availability)

Account one	<input type="text"/>	@telkomsa.net
Account two	<input type="text"/>	@telkomsa.net
Account three	<input type="text"/>	@telkomsa.net
Account four	<input type="text"/>	@telkomsa.net
Account five	<input type="text"/>	@telkomsa.net

To activate your five aliases, email the details to...

support@telkomsa.net for activation.

Note: E-mail addresses will be allocated at the @telkomsa.net domain. Personal domains may be transferred at your request.

Would you like a TelkomInternet consultant to contact you regarding the moving of you domain?

No Yes >> if yes, provide the details of the domain

to be transferred.

When do you require the **TelkomInternet VsatPro**?

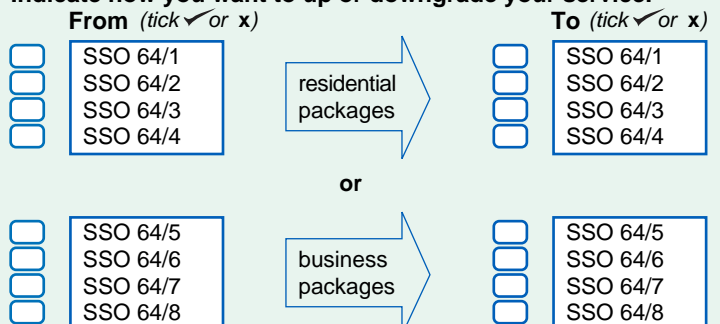
Date (yyyymmdd) | Y | M | M | D | D

G. Up / downgrade your SpaceStream Office Access

Do you want to upgrade, or downgrade your **SpaceStream Office Access** service?

Upgrade Downgrade

Indicate how you want to up or downgrade your service.



Section G continues ...

Section G continued ...

and/or

Indicate how you want to up / downgrade your Volume package.

From (tick ✓ or x) To (tick ✓ or x)

<input type="checkbox"/>	SSO 500M	<input type="checkbox"/>	SSO 500M
<input type="checkbox"/>	SSO 750M	<input type="checkbox"/>	SSO 750M
<input type="checkbox"/>	SSO 1G	<input type="checkbox"/>	SSO 1G
<input type="checkbox"/>	SSO 1.25G	<input type="checkbox"/>	SSO 1.25G
<input type="checkbox"/>	SSO 1.5G	<input type="checkbox"/>	SSO 1.5G
<input type="checkbox"/>	SSO 1.75G	<input type="checkbox"/>	SSO 1.75G
<input type="checkbox"/>	SSO 2G	<input type="checkbox"/>	SSO 2G

When do you want to upgrade or downgrade the service?

Date (yyyymmdd) | Y | M | M | D | D

H. Up/downgrade your SpaceStream Express Access

Do you want to upgrade, or downgrade your SpaceStream Express Access service?

Upgrade Downgrade

Indicate how you want to up or downgrade your service.

From (tick ✓ or x) To (tick ✓ or x)

<input type="checkbox"/>	SSE 64	<input type="checkbox"/>	SSE 64
<input type="checkbox"/>	SSE 128	<input type="checkbox"/>	SSE 128
<input type="checkbox"/>	SSE 256	<input type="checkbox"/>	SSE 256
<input type="checkbox"/>	SSE 512/3	<input type="checkbox"/>	SSE 512/3
<input type="checkbox"/>	SSE 512/4	<input type="checkbox"/>	SSE 512/4
<input type="checkbox"/>	SSE 512/5	<input type="checkbox"/>	SSE 512/5
<input type="checkbox"/>	SSE 512/6	<input type="checkbox"/>	SSE 512/6
<input type="checkbox"/>	SSE 512/7	<input type="checkbox"/>	SSE 512/7
<input type="checkbox"/>	SSE 512/8	<input type="checkbox"/>	SSE 512/8
<input type="checkbox"/>	SSE 512/9	<input type="checkbox"/>	SSE 512/9
<input type="checkbox"/>	SSE 512/10	<input type="checkbox"/>	SSE 512/10
<input type="checkbox"/>	SSE 512/11	<input type="checkbox"/>	SSE 512/11
<input type="checkbox"/>	SSE 512/12	<input type="checkbox"/>	SSE 512/12

When do you want to upgrade or downgrade the service?

Date (yyyymmdd) | Y | M | M | D | D

I. Discontinue your SpaceStream Office Access

Provide your SSO Username

@vsat.telkom.co.za

When do you want to discontinue the service?

Date (yyyymmdd) | Y | M | M | D | D

J. Discontinue your SpaceStream Express Access

Provide your SSE Username

@vsat.telkom.co.za

When do you want to discontinue the service?

Date (yyyymmdd) | Y | M | M | D | D

K. Discontinue your TelkomInternet VsatPro Service

Provide your VsatPro Username

@tips

When do you want to discontinue the service?

Date (yyyymmdd) | Y | M | M | D | D

L. Contract term and ADSL applications

Select the term you require for the SpaceStream Office or Express Access you ordered (in Sections C or E).

One year Two years Three years

Note: Kindly refer to the price list.

Section L Continues ...

Section L continued ...

Is ADSL currently available in your area?

No Yes Do not know

How do you want to pay for the Installation?

Upfront Monthly in addition to rental

M. Agreement (your signature)

I confirm that...

- in the case of a business, I am authorised to order the SpaceStream service and sign this application on behalf of the party who requests the service;
- the details that I have given in this form are correct and complete;
- I have read, understand and accept Telkom's standard terms and conditions;
- I have read, understand and accept the attached product-specific conditions applicable to the service(s) ordered;
- I have read, understand and accept the attached Acceptable Use policy;
- I have read, understand and accept the TelkomInternet terms and conditions.

» I/we agree that I/we will not initiate or participate in any improper use of this service as stipulated in the attached Acceptable Use Policy; and

» I/we understand and accept that upon Telkom's approval, this signed order form will constitute a binding agreement.

Your signature

Date (yyyymmdd)

| Y | M | M | D | D

Please retain the abridged conditions of contract, product specific conditions, Acceptable Use Policy.

N. Landlord's permission to install the service

I/We

with ID number

acting in full capacity as landlord of address

Room no, building/farm
Street number & name
Suburb
City/Town Postcode

hereby give permission to Telkom to install the relevant equipment necessary for the provision of the service. I agree that Telkom will not be held responsible for any breakages or damage caused by the installation of the relevant equipment. I agree that this equipment remains the property of Telkom SA Ltd and may not be interfered with, moved or damaged in any way.

Landlord's signature

Date (yyyymmdd)

| Y | M | M | D | D

Witness' signature

Date (yyyymmdd)

| Y | M | M | D | D

Things to remember

- Once you have completed the application, please only fax back pages 2 through to 6 to the number as indicated on page 1.
- Set-up instructions are available for single PC end users. Should you however be running a network from this service, we suggest that you make use of a network specialist to assist with the set-up.
- SpaceStream service is usage-based. So, avoid using unnecessary applications that will consume your bandwidth.
- Should you wish to make use of Telkom's free web hosting service, you would require your own domain (www.yourname.co.za) for this purpose.
- Note that it is not possible to upgrade from SpaceStream Office to SpaceStream Express. For such a request, terminate the existing service and order a new service.

Terms and conditions follows ...



Please detach and retain this section for your reference.

Use these numbers for enquiries:

• Order process tracking	0800 456 786
• SpaceStream technical support	0860 478 728
• TelkomInternet technical support call centre	08600 08700
• TelkomInternet services activation call centre	0800 500 200

Abridged standard terms and conditions

I/we ("the customer") accept and understand that ...

- The services provided by Telkom SA Limited ("Telkom") are, subject to Telkom's standard terms and conditions for public switched telecommunication services (PSTS) ("the standard conditions"), as amended from time to time, the provisions of Telecommunications Act 103 of 1996 and Telkom's PSTS licence.
- Telkom reserves the right to amend the standard conditions from time to time.
- The standard conditions are available for perusal at any Telkom Customer Service Branch and can be inspected free of charge during normal office hours.
- This order form contains only an abridged version of certain of the standard conditions. In the event of any conflict between this abridged version and the standard conditions, the provisions of the standard conditions will prevail.
- The abridged standard conditions set out in this document are not all the important standard conditions of contract and it is my/our responsibility to study the standard conditions.
NOTE: If you have not studied the standard conditions and wish to do so before being bound thereto, you should not sign and/or submit this order form until you have done so.
- By signing and submitting this order form to Telkom, I/we will be bound by the standard conditions, irrespective of whether I/we have read it or not.
- If I/we am/are not the owner(s) of the premises where the service is required, I/we must obtain any permission from the owner of such premises that may be required and I/we indemnify Telkom against all damages or claims resulting from the failure to obtain such permission relating to the installation and/or removal of the service.
- A contract in respect of the services concerned will come into being upon the date on which this order form, submitted by me/us, is accepted and approved by Telkom.
- Telkom reserves the right to refuse to provide a service if the applicant fails to meet the conditions of Telkom's credit referencing procedure.
- Telkom reserves the right to make general credit reference enquiries about the applicant who has applied for a service and to check the correctness of the information supplied by the applicant when applying for a service. Telkom shall also be entitled to furnish any information relating to my/our account and compliance with the standard conditions to any credit bureau.
- Telkom shall be entitled to require from me/us the payment of a deposit, to be determined by Telkom as a pre-condition for providing the service. The deposit is to serve as security for payment of any amounts due to Telkom by me/us.
- Should I/we cancel or modify an order so that abortive costs are incurred by Telkom, I/we will be liable for such costs, which shall be payable on demand.
- Telkom shall install the service, as requested by me/us against payment of the relevant installation charge and deposit if applicable.
- I/we will, at my/our own cost, ensure the provision of a suitable electrical power supply, should this be required for the proper functioning of the service.
- I/we shall allow Telkom free access to my/our premises during reasonable hours to install, inspect, maintain or remove telecommunication facilities or equipment.
- Where the service is a telephone or a telex service, Telkom shall provide, at no charge, an entry in the directory for the area in which the service is provided, which will comprise my/our name, address and service number in an abbreviated form.
- No entry will be made in the directory if I/we should request Telkom in writing to be excluded from the directory. In such a case my/our directory information will also be excluded from any directory information service provided by Telkom.

Abridged standard terms and conditions continues ...

Abridged standard terms and conditions continued ...

- I/we agree not to resell capacity on any telecommunication facility obtained from Telkom or cede or assign my/our rights to use the telecommunication facility, or sublet or otherwise part control of it, without Telkom's written consent.
- Telkom shall levy charges for the provision of services, including but not limited to installation charges, reconnection charges, service charges, co-user charges, rental charges and call charges, in accordance with rates as determined by Telkom from time to time, subject to Telkom's PSTS licence conditions. I/we will be liable for all charges levied in respect of all services provided by Telkom.
- Telkom shall maintain the service, against payment of rental/maintenance charges that are payable in advance for the first and any subsequent rental period, as from the date on which the service is established.
- I/we shall only be entitled to a credit on the rental amount payable for the service, pro rata to the duration of the interruption, if:
 - the Service has been unavailable for a continuous period of 24 hours, or in the case of an international Private Leased Circuit for a continuous period of 3 hours; or
 - irrespective of the duration of the unavailability, the pro rata rental amount corresponding to the period of unavailability is at least equal to an amount determined by Telkom from time to time.
- Call charges are billed to me/us at the end of each billing period and are payable on or before the due date indicated on the account.
- Telkom shall periodically provide me/us, usually on a monthly basis, with an account, which constitutes a statement of the services rendered and an invoice for the amounts payable by me/us.
- Telkom may, however, at its own discretion, issue to me/us an account outside the normal billing cycle, and/or demand immediate payment of any amount due by me/us.
- The account rendered by Telkom to me/us is prima facie proof of the amount due to Telkom by me/us. I/we am/are, however, entitled to query or dispute any element of the account in accordance with the provisions of paragraph 10 of the standard conditions, which deals with customer assistance and complaints and arbitration.
- Interest is payable on late payments from date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by Telkom SA Limited from time to time.
- A service will be deemed to be in good working order until Telkom is advised otherwise.
- If Telkom determines that a fault reported by me/us was caused by an item of customer premises equipment, which is not covered by a maintenance agreement with Telkom, I/we will be liable for the relevant call-out charges, as determined by Telkom from time to time.
- The service may:
 - be terminated after the minimum rental period applicable to the service, by either party giving one month's prior written notice to the other; and
 - be suspended and/or terminated by Telkom on the terms and under the conditions set out in the standard conditions.
- Where I/we request the termination of a service, the rental, if any, paid for a period after the official date of termination, will be credited to me/us. If I/we request that a service be terminated prior to the expiry of the minimum rental period, or if the service is terminated as a result of non-payment of the account, I/we will remain liable for the rental for the non-expired part of the rental period.
- For purposes of clarity, where I/we should change location, for example as a result of moving from one residence ("the old residence") to another, I/we remain liable for all charges in respect of the service at the old residence until such time as I/we have formally terminated with Telkom the service at the old residence.
- After termination of the service for whatever reason:
 - Telkom may delete any entries in the directory pertaining to the service;
 - Telkom may enter my/our premises to remove Telkom's telecommunication facilities; and
 - I/we will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.
- Where the service to me/us has been suspended as a result of non-payment, Telkom shall be entitled to demand from me/us the payment of a deposit or an increased deposit, as determined by Telkom, as a pre-condition for restoring the service. Such a deposit shall be in addition to the payment by me/us of any outstanding amounts and reconnection charges due to Telkom.
- Without prejudice to any of its rights, Telkom shall be entitled to offset against a deposit, any amount due to Telkom by me/us including without limitation, amounts due for loss of or damage to Telkom's equipment, at any time while the service is provided, or at the termination of the service.
- I/we will be liable for all costs, including legal costs on an attorney and own-client scale, as well as tracing costs and collection commission incurred by Telkom in or about the enforcement of any of my/our obligations in terms of these standard conditions.
- Telkom undertakes to take all reasonable precautions in connection with the provision, installation and maintenance of the service, and shall only be liable for actual damages or injury, caused to any work or property that may arise from the provision, installation or maintenance of the service.

Abridged standard terms and conditions continues ...

- 37 Telkom shall not incur any liability for any loss or damages arising out of the provision, installation or maintenance of the service, whether direct or indirect, consequential or contingent and in particular shall not be liable for any financial loss or loss of profits, income, contracts, business or goodwill.
- 38 Telkom shall not be liable for any costs arising out of the use of the service or for an interruption to the service, for any reason whatsoever, nor shall Telkom be liable for any costs or damages arising out of the termination of the service.
- 39 I/we indemnify and hold Telkom harmless against any losses, damages, expenses and/or costs that I/we may incur, directly or indirectly, as a result of claims and/or actions by third parties (including but not limited to dependants, clients, employees, agents) and for any loss sustained by such third parties arising from the installation and provision of the service.
- 40 Except as specifically provided in the standard conditions, Telkom shall not be liable to me/us for any breach of these standard conditions or failure to perform any obligation as a result of any force majeure, including but not limited to technical problems relating to Telkom's PSTS, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Telkom's control.
- 41 The failure of Telkom to enforce at any time any of the standard conditions or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provisions of such a condition or to be an estoppel or novation or in any way to affect the validity of such condition. Any indulgence towards me/us or the relaxing of the provisions of a condition shall not prejudice the right of Telkom to insist on my/our strict compliance to my/our undertakings and obligations in terms of these standard conditions.
- 42 The risk and loss of or damage to any equipment rented from Telkom by me/us in connection with the service shall pass to me/us upon its delivery or installation and shall at all times vest and remain vested exclusively in me/us. Notwithstanding the passing of the risk, the ownership of the equipment rented from Telkom remains vested in Telkom.
- 43 Any intellectual property rights vested in Telkom, whether by statute or common law, shall remain vested in Telkom and I/we agree not to do anything or allow anything to be done that may infringe Telkom's rights in this regard.
- 44 I/we hereby indemnify Telkom against any claims, actions and proceedings that may arise in connection with any intellectual property rights vested in Telkom.
- 45 I/we choose as my/our domicilium citandi et executandi the address as given in the application form, or the installation address, or another address of which I/we may notify Telkom in writing, provided that such address is a physical street address.
- 46 Apart from the provision of paragraph 10.3 of the standard conditions, Telkom and I/we consent to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute and/or claim arising between us, regardless of whether the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such Court.
- 47 I/we shall not assign or cede this agreement or any rights hereunder.

Satellite product-specific conditions

1. General conditions

1.1 Term

- » The Satellite Access provided in terms of this agreement is subject to a minimum rental period of twelve (12), twenty four (24) or thirty six (36) months. Thereafter the agreement may be terminated by giving one (1) month's written notice.

1.2 Security

- » Only a registered user is permitted to use the account. The onus lies on the account holder to ensure the security of passwords and security codes are not made accessible to any third party.

1.3 Volume or Usage Caps

- » The standard volume usage (cap) is based on the sum of send and receive traffic.
- » The Absolute Usage/Volume Threshold - Send cap, is the maximum send traffic allowed per package.
- » Should I/we exceed either the "COMBINED SEND/RECEIVE" or the "ABSOLUTE USAGE/VOLUME THRESHOLD - SEND" cap of any package during the month, I/we will have the option to apply for an upgrade to a higher package in order for the service to continue for the given month. If I/we choose not to upgrade, the service will be suspended for the remainder of the month.

1.4 Upgrade and Downgrade

- » I/we will be responsible to call Telkom and apply for the UPGRADE/DOWNGRADE. I/we can UPGRADE as many times as required in any given month. I/we will be liable for payment of all charges relating to the incremental usage at the end of the month during which the service was upgraded.

- » Should I/we have UPGRADED a service package, I/we may DOWNGRADE that specific service package to the service package that has been UPGRADED at that point in time, thirty (30) days after the date of such an UPGRADE.
- » A request that Telkom receives for an UPGRADE DOWNGRADE will be implemented on the next Telkom business day. A request that Telkom receives on a Friday will be implemented on the following Monday. If the Monday or the day following the day of receipt of the request by Telkom is a public holiday, the request will be implemented on the first day following the public holiday, except if such day is a Saturday or Sunday. In all other instances where I/we request that the change be implemented on a future date, Telkom will meet such request.

1.5 Charges

- » The charges for the SpaceStream Satellite Service will be subject to adjustment on the 1st of January of each year based on the percentage charge in the year on year (December on December) Consumer Price Index (CPI) as published by Statistics South Africa PO141.1 Metropolitan areas: Core Inflation – or if the publication of such index is discontinued the most similar Index as compiled and published monthly by Statistics South Africa in a statistical news release or anybody authorised in its stead, in terms of the Statistics Act 1976, as amended, (or any statutory placing in such Act).

1.6 Transfers

- » I/We may transfer the SpaceStream Satellite Service from one premises to another premises within a single exchange area or from one exchange area to another exchange area within a grouped exchange system.
- » Should I/we transfer the SpaceStream Satellite Service to another premises during the minimum rental period as selected by me/us on the order form, the minimum rental period of the *SpaceStream* service at the old address will cease and a minimum rental period equal to that which was applicable to the service at the old address will apply to the *SpaceStream* service at the new address from the date of transfer. I/we shall pay the prescribed charges for the provision of the new service. In the event that I/we have opted to pay the installation fee of the initial service in instalments, I/we shall also pay the remaining portion of the relevant installation fee, which amount shall be due and payable upon rendering of an account by Telkom.

1.7 Installation Requirements

- » Telkom will provide one (1) RJ45 Ethernet port.
- » Each site should have a clear view of the east (33 degree east) for SpaceStream Express and (66 degree east) for SpaceStream Office without any obstructions, trees or buildings in the way.
- » I/we will make available one (1) 220V AC power point for the satellite equipment.
- » I/We will provide power for the satellite equipment for the duration of the agreement.

1.8 Internet Services

- » The SpaceStream Satellite Service does not include Internet access. Please ensure that you apply for your Internet connectivity (Section F of order form).
- » I/We will not have more than one ISP service or Internet package.

1.9 Migration

- » The termination penalty stipulated in clause 1.10 shall be waived if Telkom's ADSL becomes available in my/our area after my/our service was commissioned and I/we migrate to the Telkom ADSL service to substitute the *SpaceStream* Satellite Service. However, should I/we migrate from the Service provided in terms of this agreement within twelve (12) months from date of commissioning, I/we shall be liable to pay on Telkom's demand the full outstanding rental payable for the unexpired portion of twelve (12) months plus a de-installation charge for the relevant service, and, if applicable, the portion of the installation fee that is still outstanding, which amounts shall be due and payable upon rendering of an account by Telkom.

1.10 Termination

- » If for whatever reason this service is terminated as a result of my/our breach of this agreement or early termination by myself/ourselves I will be liable to pay an amount equal to the highest package utilised in the preceding month for the remainder of the minimum rental period. In the event that I/we have opted to pay the installation fee in instalments, I/we shall also be liable to pay the remaining portion of the installation fee, unless the installation fee has not been paid in full as a result of a migration.

2. SpaceStream Office (SSO) specific conditions

- » I/we will be able to implement the option to upgrade any of the SSO 64 packages to a maximum (cap) of 2 Gbyte, in increments of 250 Mbyte. I/we will be responsible for the incremental usage at the end of the given upgrade month.

3. SpaceStream Express (SSE) specific conditions

- » I/we will be able to upgrade these services to higher bandwidth when I/we reach the standard SSE 512 package combined volume (cap) of 3 Gbyte as set out in the application form.
- » I/we will implement the option to upgrade the SSE 512 to a maximum (cap) of 12 Gbyte, in increments of 1 Gbyte. I/we will be responsible for the incremental Gbyte usage at the end of the given upgrade month.

Introduction

The Telkom SpaceStream Services was specifically developed and engineered to ensure that both residential and small businesses have access to Internet services via a shared satellite network the benefits of this policy to the customer are as follows:

- * Fair and equal use of the satellite service.
- * An enhanced Internet access experience.
- * Prevention of misuse by some users at the cost of others.

The SpaceStream Service offers the residential and small business environments high-speed satellite Internet service for periodic use of e-mail, newsgroups, file transfers, Internet chat, instant messaging, and Web-browsing. The service is not intended for extensive Virtual Private Network (VPN) usage, video and voice over IP, remote access, gaming, hosting web or ftp servers, or applications with heavy upload traffic.

Please note: The service supports the number of PC's as specified in the selected package. Also, the service uses Internet Protocol (IP) over Ethernet and should function well with all operating systems, but support is limited to Microsoft Windows products.

Policy benefits

The benefits of this policy to the customer are as follows:

- * Fair and equal use of the satellite service.
- * An enhanced Internet access experience.
- * Prevention of misuse by some users at the cost of others.

Service Limitations

To ensure that all customers experience fair and equal use of the service and to protect the integrity of the network, Telkom reserves the right, and will take necessary steps, to prevent improper or excessive usage. The action that Telkom may take includes, but is not limited to:

- * the limiting of the data transfer rate,
- * preventing service through specific ports or communication protocols, and
- * the complete termination of service to customers who use it improperly or excessively.

This policy applies to and will be enforced for intended and unintended prohibited use (e.g. viruses, worms, malicious code, or otherwise unknown causes). The customer's online activity will be subject to bandwidth availability, data storage and other limitations of the service, which Telkom may, from time to time, revise at its own discretion.

Service usage

The customer must agree not to initiate or participate in any of the following activities through or in connection with the service, which constitutes examples of improper use of the service:

- * Using the service for illegal purposes or engaging in any activity that is in violation of law or threatens the integrity of any computer system or violates generally accepted standards of Internet conduct and usage;
- * sending excessive amounts of data to news groups, forums or automated e-mail lists;
- * sending any spam, or engage in unsolicited mass distribution of it;
- * installing automated search and retrieving programs or similar automated and manual routines, which generate excessive amounts of network traffic;
- * engaging in any activity that compromises or threatens Telkom's ability to provide the service in a reasonable and efficient manner to all customers. Examples of prohibited use include, running servers (that put traffic on the network) and hosting multi-user interactive forums, such as chat rooms.

In addition, a customer may not resell, share, lease or otherwise distribute the service or any portion thereof to any third party or provide network services to others via the service. It is the customer's responsibility to abide by these rules and in doing so will not affect the integrity of the network negatively.

Service Violations

Telkom reserves the right to implement technical mechanisms, which prevent usage patterns in violation of this AUP. Telkom also reserves the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code. Nothing contained in this policy shall be construed to limit Telkom's rights or remedies in any way with respect to any of the above mentioned activities, and Telkom reserves the right to take any actions that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this AUP, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the service, and levying cancellation charges to cover Telkom's costs in the event of termination of access to the service. In addition, Telkom reserves all available rights and remedies with respect to such activities at law or in equity.