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Service Specification Sheet

Service Name:	**High Cap Bandwidth Accounts.** **For Openserve ADSL, VDSL and Fibre to the Home Lines.**
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Description:	Bandwidth Account, with dynamic IP address, for use on an Openserve (previously branded Telkom) ADSL, VDSL or "Fibre to the Home" service.

These accounts offer a fixed bandwidth "Cap" per month. When the allowed Cap is used, the account will stop functioning. However the size and pricing of the Caps offered make these accounts attractive as an alternative to uncapped accounts.

Users can purchase "top-up" bandwidth, to restore the service.

Note that any unused bandwidth at the end of the month is lost. Thus customers should select an account that exceeds their normal monthly usage and budget for some lost bandwidth at the end of each month. This should be considered when comparing these accounts to Uncapped accounts and ZSD Flexible Usage accounts.

These accounts include a large Overnight Bonus cap. Bandwidth used between midnight and 5AM will consume Overnight cap and not the normal cap. This will allow users to schedule large downloads etc overnight. See details below.

An E-Mail Box is included as a bundled service at no charge with every High Cap account. This is as described on the separate E-Mail Box Service Specification Sheet.

Two flavours of High Cap account are offered:

Home Budget: These accounts are optimised for home users. They have Fair Usage Policies that allow faster access after hours. These accounts are recommended for home users who predominantly use the service after business hours.

Premium: This is a premium service designed for discerning home users or small to medium sized business that make use of the internet mainly during office hours. The Fair Usage Policy applied to these accounts is optimised for business use. "Peer to peer" download protocols have lower priority during office hours while usage between midnight and 6AM is unrestricted.

Pricing:

Home Budget

ZSD Service Code	Monthly Cap GBytes	Monthly Late night Bonus Cap Gbytes	Prices (Including 15% VAT)		
			Payment via Debit Order	Monthly on Invoice	Annually in advance
DataHH150	150	1000	R180 pm	R205 pm	R2160 pa
DataHH200	200	1000	R240 pm	R265 pm	R2880 pa
DataHH300	300	1000	R350 pm	R390 pm	R4200 pa
DataHH400	400	1000	R485 pm	R545 pm	R5820 pa
DataHH600	600	1000	R710 pm	R795 pm	R8520 pa
DataHH800	800	1000	R935 pm	R1045 pm	R11220 pa
DataHH1000	1000	1000	R1050 pm	R1175 pm	R12600 pa
DataHH1400	1400	1000	R1385 pm	R1550 pm	R16620 pa
DataHH2000	2000	2000	R2060 pm	R2305 pm	R24720 pa
DataHH3000	3000	2000	R2735 pm	R3065 pm	R32820 pa

Top Up Data: R11.50 per GB

Premium

ZSD Service Code	Monthly Usage Cap GBytes	Monthly Late night Bonus Cap Gbytes	Prices (Including 15% VAT)		
			Payment via Debit Order	Monthly on Invoice	Annually in advance
DataHP150	150	1000	R240 pm	R265 pm	R2880 pa
DataHP200	200	1000	R340 pm	R380 pm	R4080 pa
DataHP300	300	1000	R510 pm	R570 pm	R6120 pa
DataHP400	400	1000	R665 pm	R745 pm	R7980 pa
DataHP600	600	1000	R980 pm	R1095 pm	R11760 pa
DataHP1000	1000	1000	R1555 pm	R1740 pm	R18660 pa
DataHP2000	2000	2000	R3075 pm	R3440 pm	R36900 pa
DataHP3000	3000	2000	R4085 pm	R4575 pm	R49020 pa

Top Up Data: R17.00 per GB

Support Information:

Usage Statistics: http://awa.zsd.co.za/
SMTP Relay server: smtp-awa.zsd.co.za
DNS Servers: It is recommended that the client software is used to configure DNS servers automatically. (In the event that this is not possible please contact ZSD for IP addresses of suitable DNS servers).

Service Conditions:

1.   Service Limitations:
1.1.   Up to four concurrent logins are allowed on this service.
1.2.   The service is provided with a publicly addressable IP address from a predefined range. That address may change from time to time when a new ADSL session is established.

2.   Service speed:
2.1.   No artificial restrictions on the speed of this service will be applied by ZSD.
2.2.   The speed of service that the client enjoys will be limited by his own ADSL, VDSL or Fibre to the Home line speed, as well as any limitations in the upstream infrastructure.
2.3.   Upload speeds will be slower as the above services are "asynchronous". That is they are designed to allow download at faster speeds than uploading.
2.4.   The upstream infrastructure is shared by multiple users. The speed of the Service will fluctuate depending the number of active users at any given moment. This will depend upon the time of day and other factors. The Customer accepts that due to this the throughput on the Service will rarely reach the maximum theoretical level.
2.5.   Selective shaping and throttling will be applied to ensure all users enjoy a reasonable service, within the available network capacity and network load at any given time.

3.   Bandwidth Usage Policy
3.1.   ZSD will monitor the Customer's usage of the Service. ZSD will take the steps necessary to monitor usage, as determined by the nature of DSL technology. These steps include without limitation periodically terminating the Customer's ADSL session in order to take a measurement, and remotely terminating such sessions.
3.2.   ZSD will make available to the Customer, either directly or through its partners, a website that will allow the Customer to monitor usage of the Service, but the Parties agree that this is a complimentary offering and ZSD will not be liable for any damages arising from any statement of the Customer's data usage on such website.
3.3.   It is the Customer's responsibility to monitor bandwidth usage, and to ensure that it does not exceed its usage cap during a particular period.
3.4.   Any unused bandwidth Cap at the end of the month is lost. Thus customers should select an account that exceeds their normal monthly usage and budget for some lost bandwidth at the end of each month.
3.5.   If a customer requires more bandwidth than their nominal monthly allocation, they may purchase ad-hoc "top up" cap.
3.5.1.   This top up cap can be ordered from ZSD telephonically, by e-mail or by SMS, during business hours.
3.5.2.   Costs of top up bandwidth, per Gbyte, is indicated above.
3.5.3.   The client can also give ZSD a mandate to increase top-up bandwidth whenever usage approaches 100%. If this mandate is in place, the customer will be liable for the costs of any top-up bandwidth added by ZSD, at ZSD's discretion.

3.6.   All bandwidth used between midnight and 5AM is designated as "Overnight Cap" and will be allocated to the Overnight Cap allocation.

3.6.1.   Note that bandwidth measurement software records usage once per hour, starting from the time when the initial connection was made. This will not normally fall on the hour. Thus bandwidth used between 1700 and 1800 may be recorded as "Normal" or "Overnight", likewise with bandwidth used between 0500 and 0600. Users should set download programs to complete downloading at 0500 to avoid unexpected costs.

4.   ADSL or Fibre to the Home Line Rental and Modem/Router Requirements:

4.1.   The customer must rent an ADSL, VDSL or Fibre to the Home line service linked to Openserve (previously branded Telkom), South Africa in order to use this service.

4.2.   The customers may contract for this service from ZSD via a separate service contract, or via another provider.

4.3.   All obligations and charges of this service will remain in force, if the customer fails to obtain the above ADSL, VDSL or Fibre to the Home line service, or if that service becomes unavailable. Even if that service is provided by ZSD in terms of a separate service contract.

4.4.   The customer must also provide an ADSL or VDSL modem or Fibre to the Home Router to use this service. This may purchased from ZSD as a separate sales transaction.

5.   Commercial Terms:

5.1.   ZSD Standard Terms, including definitions and rules of interpretation contained in it will apply to this service, except where stated otherwise in this document.

5.2.   The Service will be provided indefinitely until terminated as per the Standard Terms or as per this document.

5.2.1.   The service will be invoiced in whole calendar months only. No pro-rata discount of fees for initial and final periods of less than a calendar month will apply.

5.2.2.   The Customer must provide one calendar months notice of cancellation to discontinue the service.

5.3.   ZSD uses an upstream Supplier to provide the Services to the Customer, and can terminate this Agreement immediately if its agreement with that upstream Supplier is terminated.

5.4.   Payment terms are as specified in ZSD Standard Terms. However the following will apply specifically to this service:

5.4.1.   Different tariffs are quoted for the supply of this service on payment terms of, payment via debit order basis, payment annually, or payment on a monthly invoice.

5.4.2.   In the event that a debit order is returned unpaid, the service will automatically be suspended by a computer program at the end of the calendar month in which the debit order was returned unpaid, unless the required payment as specified in ZSD's Standard Terms is received by ZSD and processed in time to allow the pending suspension to be reset.

5.4.3.   If payment is made annually in advance, the service will be automatically suspended by computer program at the end of the pre-paid period. Payment for the subsequent year must be received at least 15 days before the end of this period to allow the pending suspension to be reset in time to ensure continuity of service.

6.   Service Levels:

6.1.   ZSD makes use of upstream providers to itself provide the Service, and consequently service levels are subject to the performance of such upstream providers.

6.2.   Other factors may also impact the quality of the Service, including network availability,

distance of the Customer's location to the local exchange, line copper quality and line sync speed limitations.

6.3. The Service provides access to the internet, which is subject to bandwidth constraints, system failures and all manner of other factors, out of ZSD's control, that may impact on the Customer's access.

6.4. As a result of the above, ZSD can only provide the Service on a "reasonable effort" basis and makes no warranties as regards quality of the Service, including data throughput and availability of the Service.

7.   Support

7.1. The Customer will be responsible for reporting faults in the Service to ZSD.

7.2. ZSD will provide support for the Service during Business Hours either telephonically or as per the ZSD Website, and will resolve faults relating to the ZSD System on a reasonable effort basis.

7.2.1. For the avoidance of doubt, support will not include anything which is out of the reasonable control of ZSD including without limitation:

7.2.2. faults in the Customer's hardware such as its computer or modem;

7.2.3. faults with the Customer's telecommunication service provider's system or equipment; and

7.2.4. faults in ZSD's service providers' networks or equipment.

7.3. Should the fault lie with another party, ZSD will make reasonable efforts to advise that other party of the fault.

7.4. Should ZSD attend at the Customer's premises to repair a fault and find that the fault is not the responsibility of ZSD, it will charge the Customer at its Time and Materials Rate for the time so spent.