

## 1. Introduction & Parties

This Master Service Agreement (MSA) sets out the standard terms under which Boland Connect (Pty) Ltd (referred to as “Boland Connect”, “we”, “us” or “our”) provides communication access services to the Customer (referred to as “the Customer” or “its”). Each Application / Order Form, Quote or Service Schedule that references this Agreement will be governed by these terms. Where there is any conflict, the order of priority is:

1. The signed Application / Order Form or Quote;
2. The applicable Service Schedule;
3. This MSA; and
4. Boland Connect’s policies, such as the Acceptable Use Policy (AUP) and Fair Usage Policy (FUP).

This Agreement commences on the date of the first service activation or upon signature of the Application / Order Form, whichever is earlier.

## 2. Definitions

Activation Date – The date when a service is successfully installed and handed over.

CPE – Customer Premises Equipment supplied or installed by Boland Connect.

Fault – Any material interruption or degradation of a service.

Network – Boland Connect’s transmission and access network, including any licensed partner infrastructure.

Service – Any communication service ordered by the Customer under this MSA.

Service Schedule – A document describing a specific type of service (e.g., Wireless or Fibre).

SLA – Service Level Agreement.

Force Majeure – Events beyond reasonable control that prevent performance of obligations.

## 3. Scope of Services

Boland Connect provides fixed wireless access, fibre broadband, direct internet access (DIA), hosting services, and voice-over-IP (VoIP) services. These services are for communication access only and do not include general IT or network management support unless otherwise agreed in writing. Each service will be detailed in a Service Schedule that forms part of this Agreement.

## 4. Orders, Provisioning & Installation

Orders are placed by accepting a written Application / Order Form or Quote. Boland Connect will perform feasibility checks and, if required, request approvals such as wayleaves or line-of-sight surveys. Installation will be scheduled once the site is ready. The Customer must ensure access, power, and any required permissions are in place.

The service is deemed active from the Activation Date.

## 5. Equipment (CPE)

All equipment supplied by Boland Connect remains the property of Boland Connect unless otherwise stated. The Customer must take reasonable care of the equipment and not tamper with it.

If any Boland Connect-owned equipment is lost, stolen, or damaged while in the Customer’s care, the Customer is liable for repair or replacement costs. Equipment must be returned upon termination or relocation of service.

## 6. Access to Premises

The Customer grants Boland Connect or its contractors reasonable access to the premises to install, maintain, or recover equipment. Safety standards must be met, and rooftop or mast access will only take place in safe conditions.

The Customer is responsible for obtaining any landlord, body corporate, or estate permissions required for installation and antenna placement.

## 7. Support and Office Hours

Boland Connect provides telephone and technical support for its services.

- Telephone Support: Available from 08:00 to 21:00, seven (7) days a week, including weekends and public holidays.
- Office Hours: Monday to Thursday from 08:00 to 17:00, and Friday from 08:00 to 16:30.
- Response time: Within 2 hours for high-priority network faults.
- Restoration target: Within 24 hours for standard faults, excluding third-party delays.
- Network uptime target: 99% monthly average (excluding planned maintenance and force majeure)
- Planned maintenance will be communicated at least 24 hours in advance.

Where a Service Level Agreement (SLA) is included, support hours may vary. In such cases, support may be available from 06:00 and faults can be reported directly to the dedicated Service Manager or via the assigned WhatsApp support group.

## 8. Service Level Agreement (SLA)

### 8.1 Business SLA

Boland Connect will use its best commercial efforts to provide the Service with a minimum monthly network availability of 99% uptime.

## 8.2 Definition of Uptime

Uptime refers to the availability of Boland Connect's core network and wireless transmission infrastructure. Downtime excludes:

- Planned maintenance (minimum 24 hours' notice);
- Load shedding, power failures, or environmental issues at the Customer premises;
- Customer equipment failures, interference, or misconfiguration;
- Third-party upstream provider outages;
- Force majeure events.

## 8.3 Measurement Period

Uptime is measured per calendar month.

## 8.4 Remedies

If uptime falls below 99% in a month, Boland Connect will apply a service credit on request, calculated at its discretion, not exceeding the monthly service fee.

## 9. Network Management & Acceptable Use

Use of Boland Connect services is subject to the AUP and FUP. The Customer must not use the service to engage in illegal activities, transmit harmful content, or disrupt network performance.

## 10. Regulatory & Legal Compliance

Boland Connect operates under ICASA regulation and complies with all applicable telecommunications laws.

If voice services are provided, the Customer acknowledges limitations during power outages and agrees to comply with RICA registration requirements. Boland Connect handles all customer information in accordance with the Protection of Personal Information Act (POPIA) and its Privacy Policy.

## 11. Fees, Billing & Payment

All pricing is as stated in the Application / Order Form or Quote. Fees may include installation, once-off, and monthly recurring charges. Monthly service fees are billed post-paid and are payable within 7 days from the invoice date.

Services may be suspended for non-payment after due notice. Reconnection may attract a standard fee.

## 12. Term, Renewal & Cancellation

Unless otherwise stated, services are month-to-month. Fixed-term contracts will renew automatically unless cancelled with one calendar month's written notice. Cancellations must be submitted via email to [cancel@bolandconnect.co.za](mailto:cancel@bolandconnect.co.za). The Customer is required to provide at least one full calendar month's notice for cancellation to be valid.

Where a 12-, 24-, or 36-month agreement has been signed, penalty fees will apply for early termination, calculated based on the remaining months or reasonable recovery costs. Relocation is treated as a new installation and may affect contract terms.

## 13. Faults & Maintenance

Faults must be logged via email, phone, or support portal with sufficient detail. Boland Connect will first attempt remote diagnosis before dispatching a technician. If a fault is found to be caused by the Customer's equipment, interference, or tampering, a call-out fee will apply.

Where a Mean Time to Repair (MTTR) is specified, it applies during office hours. If a fault occurs after hours, on a weekend, or on a public holiday, the MTTR period will commence at the start of the next business day. This provision reflects equipment availability and logistical constraints, Boland Connect will use its best efforts to restore service as quickly as possible.

## 14. Customer Responsibilities

The Customer must:

- Keep Boland Connect equipment secure and powered;
- Provide safe access for technicians;
- Comply with the AUP/FUP.

The Customer is responsible for ensuring its internal wiring and devices are suitable for the service.

## 15. Boland Connect Responsibilities

Boland Connect will:

- Deliver services with reasonable skill and care;
- Maintain its network in accordance with industry standards; and
- Notify the Customer of planned maintenance or any material service changes.

## 16. Suspension & Termination for Cause

Boland Connect may suspend or terminate the service if:

- The Customer fails to pay invoices on time;
- The Customer misuses the network or breaches the AUP; or
- The Customer engages in unlawful or fraudulent activity.

If terminated for cause, the Customer remains liable for any outstanding fees and equipment costs.

## 17. Liability & Indemnity

Boland Connect's total liability for direct damages arising from any cause shall not exceed the total monthly service fees paid in the preceding 3 months. Boland Connect is not liable for indirect or consequential losses, including loss of profit or business. The Customer indemnifies Boland Connect against any loss arising from misuse of the service, unlawful activity, or breach of this Agreement.

#### 18. Force Majeure

Boland Connect will not be liable for delays or failures caused by events beyond reasonable control, including load-shedding, extreme weather, strikes, or government action. Service obligations will be suspended for the duration of such events.

#### 19. Privacy & Confidentiality

Both parties must keep confidential any non-public information received during the term of this Agreement.

Boland Connect processes personal information only as required to provide services, in accordance with POPIA.

#### 20. Dispute Resolution

If a dispute arises, both parties must first attempt to resolve it in good faith. If unresolved after 14 days, either party may refer it to mediation through the Arbitration Foundation of South Africa (AFSA) or proceed to court.

This Agreement is governed by the laws of South Africa. The parties consent to the jurisdiction of the Magistrate's Court, with either party entitled to approach the High Court if necessary.

#### 21. General

This Agreement, together with all referenced documents, constitutes the entire agreement between the parties.

Any variation must be in writing and signed by both parties. If any provision is found invalid, the remaining terms remain in force.

Notices may be served electronically to the last known email address of the parties.