

MAINTENANCE AND SUPPORT AGREEMENT

DATED 01 May 2025

BETWEEN

Fibreco Telecommunications (Pty) Ltd, a company duly incorporated under the laws of the Republic of South Africa, with Registration Number 2009/018186/07, and having its registered address at Level 2, Block A, Anslow Lane, Bryanston 2191, South Africa, (hereinafter referred to as "SEACOM");

and

SAMO ENGINEERING TELECOMMUNICATIONS (Pty) Ltd, a company duly incorporated under the laws of the Republic of South Africa, with Registration Number: 2019/015034/07 and having its registered address at 18 Sunninghill Office Park, 20 Peltier drive Sandton, South Africa, (hereinafter referred to as "the Service Provider").

Initial
RS

1. INTERPRETATION AND DEFINITIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause thereof. Unless a contrary intention clearly appears -

- 1.1. Words importing:
 - 1.1.1 any one gender include the other two genders;
 - 1.1.2 the singular include the plural and vice versa; and
 - 1.1.3 natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;
- 1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings; namely:
 - 1.2.1 **"Affiliate"** means in relation to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity. For purposes of this definition, the term "control" (including with correlative meaning, the terms "controlled by" and "under common control") means with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise;
 - 1.2.2 **"Agreement"** means this Agreement together with any appendices hereto;
 - 1.2.3 **"Business Day"** means any day other than a Saturday, Sunday and a public holiday in the Republic of South Africa;
 - 1.2.4 **"Confidential Information"** means any information which is disclosed by a Party (the Discloser) to the other Party (the Recipient), including that which relates to the Discloser's subsidiaries and affiliates (including any Seacom Group Company), either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, developments, products, product plans, services, customers, markets, roll out plans, software, inventions, processes, designs, drawings, marketing plans, financial condition, and for the avoidance of doubt includes all information exchanged between the Parties leading to this Agreement;
 - 1.2.5 **"Effective Date"** 01 May 2025Date of Signature of this Agreement by both Parties;
 - 1.2.6 **"Fees"** means the fees payable by SEACOM to Service Provider set out in Annexure C;
 - 1.2.7 **"Fault Repair Time"**: means the time measured between the time stamp related to the call and email received by the Service Provider Customer Service Centre from SEACOM notifying the fault, and the time when the System is returned to operation under acceptable conditions;

- 1.2.8 **"Intellectual Property"** means the copy-right, know-how, the trade names and any marks, trade device, service mark, symbol, code or specification, patents, designs and other individual or intellectual property rights used in or associated with a person;
- 1.2.9 **"Parties"** means Service Provider and SEACOM and "Party" means any one of them;
- 1.2.10 **"Purchase Order or Order"** means the form of document issued by SEACOM for the purpose of ordering Services from Service Provider pursuant to the terms and conditions of this Agreement;
- 1.2.11 **"Services"** means the maintenance and support services to be provided by Service Provider to SEACOM during the term of the Agreement as set out in Annexure A and B;
- 1.2.12 **"Site"** means the place or places where the Services are to be carried out as identified in the Service Level Agreement;
- 1.2.13 **"SLA"** or "Service Level Agreement" means the service level as defined in Annexure A that SEACOM has prescribed to Service Provider concerning the maintenance and support services covered by this Agreement;
- 1.2.14 **"Tax"** or **"Taxation"** includes all taxes, charges, imposts, duties, levies, deductions, withholdings or other charges of a like nature, or any amount payable on account of or as security for any of the foregoing, by whomsoever and on whomsoever imposed, levied, collected, withheld or assessed, together with any penalties, additional charges, surcharges or interest relating thereto, and without limitation shall include taxation in terms of the South Africa Income Tax Act, and/or the Value Added Tax Act;
- 1.2.15 **"Valid Tax Invoice"** means an invoice document provided by Service Provider to SEACOM as required by this Agreement;
- 1.3 Any reference in this agreement to **"Date of Signature hereof"** shall be read as meaning a reference to the date of the last signature of this agreement;
- 1.4 Any reference to an enactment is to that enactment as at the Date of Signature hereof and as amended or re-enacted from time to time;
- 1.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.6 Where any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.8 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply;

- 1.9 Any reference in this agreement to a Party, shall if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be;
- 1.10 The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s;
- 1.11 Any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.12 The words "other" and "otherwise" shall not be construed eiusdem generis with any preceding words where a wider construction is possible.

2 RECORDAL

It is recorded that:

- 2.1 Service Provider provides maintenance and support services to its clients that relates to fibre networks infrastructure;
- 2.2 Service Provider provides certain fibre installation, testing and associated civil works;
- 2.3 SEACOM is willing to purchase from Service Provider the Services required for the maintenance and support of the Underground and Overhead Fibre Optic Transmission Network Infrastructure described in Appendix B (hereinafter referred to as the "System") and Service Provider is willing to provide such Services to SEACOM.
- 2.4 SEACOM and Service Provider are now desirous of entering into an agreement under which Service Provider will provide the Services at the Site;

3 APPOINTMENT OF Service Provider

- 3.1 SEACOM hereby appoints Service Provider with effect from the Effective Date to provide the Services and Service Provider accepts such appointment.
- 3.2 The appointment of Service Provider in terms hereof shall at all times be on the basis that Service Provider shall perform the Services as an independent contractor and shall not be or construed to be an employee of SEACOM.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:

4 SCOPE OF SERVICES

Service Provider shall perform the Services, and the associated Service Levels for the System defined in Appendix A and B in accordance with the terms and conditions of the Agreement.

They include the following:

- i) Route patrol and surveillance,
- ii) Outside plant routine and preventative maintenance,
- iii) Outside plant corrective maintenance;
- iv) Transmission first line maintenance;
- v) Management of equipment field spares inventory.

5 **UNDERTAKINGS**

- 5.1 Service Provider Undertakings:
Service Provider, to efficiently and effectively carry out its obligations and provide the Services in terms of this Agreement, hereby undertakes to do the following:
- 5.1.1 exercise reasonable skill, due care and highest level of diligence in the performance of the Services in terms of this Agreement and shall procure that all its employees and sub-contractors and/or specialist consultants exercise such diligence and care;
 - 5.1.2 Service Provider shall vary its resources to match the volume and/or nature of the Services required by SEACOM so that the Services are performed in accordance with the specifications, recognised industry standards and state of the art methods applicable in this field of activity.
 - 5.1.3 render the Services in accordance with and conformity in all respects with the policies and procedures of SEACOM;
 - 5.1.4 observe the services standards agreed upon and/or to be set by SEACOM from time to time in respect of the Services and shall comply with any directives from SEACOM;
 - 5.1.5 perform its duties and to render its services to a standard not less than the performance standards set out by applicable legislation;
 - 5.1.6 perform all work promptly, efficiently and without delay;
 - 5.1.7 be true and faithful to SEACOM in all dealings and transactions;
 - 5.1.8 keep and maintain all records and documents as SEACOM may reasonably require it to keep in the performance of the Services in terms of this Agreement;
 - 5.1.9 Service Provider shall keep a record of all SEACOM calls together with the agreed escalation procedures and all relevant information on the appropriate actions taken under this Agreement.
- 5.2 Time of the Essence
It is specifically agreed that the timeous execution by Service Provider of the Services and as required by this Agreement, is material and of the essence of this Agreement.
- 5.3 SEACOM Undertakings:
- 5.3.1 SEACOM shall be responsible for arranging access to the Site(s) so that Service Provider employees or representatives may perform the Service in accordance with this Agreement and the agreed SLA;
 - 5.3.2 For the purposes of this Agreement, SEACOM will designate members of its personnel who can be contacted by personnel of Service Provider. These employees shall have sufficient System competence to assist Service Provider's personnel and shall be available during the performance of the Services by Service Provider;
 - 5.3.3 SEACOM shall be responsible for payment of Service Provider invoices in consideration of the due performance of the Services in accordance with the Agreement;

6 EFFECTIVE DATE AND TERM

- 6.1 This Agreement shall come into effect on the Effective Date and shall continue in force for a period of three (3) year unless terminated by either Party in accordance with its terms as provided herein.
- 6.2 The Parties may agree to renew the term of the Agreement by way of a written amendment signed by both Parties.
- 6.3 Any amendment of the level of Services (in particular prices and scope of services) is subject to a written amendment to this Agreement signed by both Parties.

7 FEES AND PAYMENTS

- 7.1. SEACOM shall pay to Service Provider the fees and charges detailed in Appendix B.
- 7.2. All Fees and charges are expressed in South African Rands
- 7.3. Any value added tax, sales, use, excise or other similar or equivalent taxes, shall be borne and paid by SEACOM, in addition to the Fee, in accordance with the applicable laws.
- 7.4. The Fee shall be:
 - 7.4.1. the maximum prices to be paid by SEACOM for the Services purchased during the time period in which such prices are in effect;
 - 7.4.2. paid 30 (thirty) days month-end from date of invoice receipt in respect of a valid tax invoice (provided that each valid tax invoice has been approved in writing by SEACOM, into the bank account nominated in writing by Service Provider);
 - 7.4.3. Service Provider agrees to prepare and submit quarterly in advance a valid tax invoice to SEACOM for the Fee. Service Provider must comply with such other requirements for submitting invoices as SEACOM may reasonably request.

8 INTELLECTUAL PROPERTY

- 8.1. Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.
- 8.2. All of the Intellectual Property rights owned by any Party at the Effective Date, and any Intellectual Property rights acquired by any Party thereafter, independently, shall remain vested with the Party exclusively.
- 8.3. Each Party indemnifies the other Party against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement of any Intellectual Property Rights of any third party, which claim arises directly or indirectly out of the infringement by a Party of the Intellectual Property Rights of the other Party.

9 CONFIDENTIALITY UNDERTAKING

- 9.1. With respect to all Confidential Information, Both Parties agree that during the term of this Agreement and thereafter in perpetuity, regardless of the reason for the termination of this Agreement, Both Parties shall:

- 9.1.1. hold the Confidential Information in strict confidence and will not, nor will it permit any other person to copy, reproduce, sell, assign, licence, market, transfer or otherwise dispose of, give and/or disclose the Confidential Information to any unauthorised person;
 - 9.1.2. take all reasonable steps to minimise the risk of disclosure of the Confidential Information to unauthorised persons, and to ensure the proper and secure storage of any such Confidential Information;
 - 9.1.3. not, during this Agreement or thereafter, use for his own benefit or for the benefit of any other person or divulge or communicate to any person or persons, except to those officials of Both Parties whose province it is to know the same, any of Service Provider and SEACOM secrets or any other Confidential Information which it may receive or obtain in relation to the Parties affairs or to the working of any process or invention or to any marketing technique which is carried on or used by Service Provider;
 - 9.1.4. upon the termination of this Agreement for any reason whatsoever, forthwith return to Service Provider the documents, papers or other materials relating to Service Provider or obtained or developed in the course of its appointment by SEACOM or containing or derived from the Confidential Information and all copies thereof.
- 9.2. SEACOM shall take appropriate measures to ensure that all employees, agents and/or sub-contractors employed by SEACOM sign confidentiality agreements containing, inter alia, the provisions set out above.
- 9.3. The provisions of this clause 9 shall survive the expiration or termination of this Agreement.

10 SERVICE LEVEL AGREEMENT & LIQUIDATED DAMAGES

- 10.1 Service Provider shall perform the Services in accordance with the Service Level Agreement defined in Annexure A and B.
- 10.2 Liquidated Damages:
- 10.2.1 In the event of a failure or delay in the performance of Service Provider's obligations to provide any or all of the Services solely attributable to the fault of Service Provider, SEACOM shall be entitled to claim payment of liquidated damages from Service Provider as defined in this clause 10.2;
 - 10.2.2 Any delay in respect of the Fault Repair Time defined in the Service Level Agreement shall be subject to the application of liquidated damages calculated according to the following formula for the corresponding quarter: i) 5% (five percent) of the quarterly price of the Service Fee per delayed hour and up to a maximum of 10% (ten percent) per call for a Critical Fault. ii) 5% (five percent) of the quarterly price of the Service Fee per delayed 2-hours slot and up to a maximum of 10% (ten percent) per call for a Major Fault.
- 10.3 Provisions for Liquidated Damages:
- 10.3.1 Liquidated Damages are calculated per quarter according to the calculation process described in 10.2.2 above;
 - 10.3.2 These Liquidated damages shall be applied for the Services.
 - 10.3.3 Liquidated Damages may only apply in case of delay solely attributable to the fault of Service Provider.

- 10.3.4 Liquidated damages calculated under this Agreement shall not exceed an aggregate maximum amount of 20% (twenty percent) of the quarterly Service Fee covered by this Agreement and occurring during the quarterly period during which the Fault occurred.
- 10.4 Service Provider shall credit any Liquidated Damages due to SEACOM on the next quarterly Services invoice.

11 BREACH AND TERMINATION

- 11.1. If any Party breaches any material provision or term of this Agreement and fails to remedy such breach within 30 (thirty) days of receipt of written notice requiring it to do so, then the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages.
- 11.2. Either Party shall be entitled to terminate this Agreement in whole or in part immediately if:
 - 11.2.1. material changes take place in the conditions concerning the ownership or control with respect to the other Party,
 - 11.2.2. The other Party should pass a resolution, or any court should make an order, that it shall be wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances shall arise which would entitle the court or a creditor to make a winding-up order, or if it otherwise is likely it is insolvent.
- 11.3. Either Party shall be entitled at any time to terminate this Agreement for convenience, in whole or in part, by giving the other Party sixty (60) Days written notice of its intention to do so.
- 11.4. Termination of this Agreement for any cause shall not release either Party hereto from any liability which at the time of termination has already accrued to the other party hereto or which thereafter may accrue in respect to any act or omission prior to termination.
- 11.5. Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement, shall so survive the termination.
- 11.6. Upon termination of this Agreement for any reason, each Party shall promptly return to the other Party (or otherwise dispose of as the other Party may instruct) all documentation containing confidential and/or proprietary information.

12 LIMITATION OF LIABILITY

- 12.1 The total liability of both parties (including its subcontractors) on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with, or resulting from the furnishing of any Service shall not exceed the annual contract price for Services.

12.2 Notwithstanding any other provision in this Agreement, neither Party nor its agents and subcontractors shall be liable to the other Party, its agents and subcontractors, for any indirect, special or consequential damages, including but not limited to loss of profit or revenues, loss of goodwill or reputation, loss of data or information, loss of interest, cost of interrupted operation of the SEACOM network etc.

12.3 The provisions of Sub-Clause 12.1 and 12.2 shall not apply to loss or damage arising out of or in connection with:

(a) death or personal injury or loss or damage for which liability cannot be limited or excluded by law; or

(b) the willful failure or gross negligence of either Party in performing its contractual obligations.

12.4 This Clause shall survive the termination or expiry of the Agreement

13 FORCE MAJEURE

13.1 It is expressly stated that in this Agreement force majeure shall have the following meaning: delays in performance or failure to perform or comply with this Agreement due to any causes beyond its reasonable control, which causes include, but are not limited to:

- o Acts of God, natural disasters, earthquakes, floods, hurricanes, fire, lightning, national strike, riots, declared or undeclared war, civil war;
- o change of law or regulation directly interfering with the performance of the Services;
- o refusal to grant or withdrawal of import or export licenses;
- o suspension of SEACOM's ministerial authorisation to operate the telecommunication services;

13.2 In the event of force majeure, both parties shall meet as soon as possible to examine what measures to take to minimise the impact of the said case of force majeure.

13.3 Neither Party shall invoke a case of Force Majeure to end the Agreement or to claim liquidated damages for late fulfillment or total breach of the obligations of the Agreement. Force majeure shall have the effect of partly or wholly suspending execution of the Agreement. With the exception of the foregoing, if any case of force majeure lasts more than one (1) month, the Parties shall meet to examine jointly ways of continuing their collaboration or, when necessary, the terms of cessation of their contractual relationship. If an agreement is not found within one (1) month of the beginning of the discussions, the Agreement shall be terminated forthwith without further formality.

13.4 Service Provider shall prove that the event of force majeure actually prevents it from performing its duties.

14 INSURANCE

- 14.1 Service Provider shall maintain with a reputable insurance company, and require its subcontractors to maintain, insurance on their respective businesses and properties at all times, during the Term of this Agreement against such risks for which insurance is usually made by other entities or persons engaged in a similar business and similarly situated (including without limitation insurance for insurable force majeure events, fire and other hazards and insurance against liability on account of damage to persons, property, or financial loss and insurance under all applicable Worker's compensation and Employer's Liability laws).
- 14.2 SEACOM reserves the right to request the Service Provider for copies of current policies and renewal endorsements.

15 DISPUTE RESOLUTION AND ARBITRATION

- 15.1 In the event of a dispute, prior to taking any other legal actions, an aggrieved Party shall provide written notice to the other Party of its intention to engage in informal discussions to resolve the dispute pursuant to this Clause. For a period of no more than thirty (30) Days from the date of such notice, unless otherwise extended by mutual agreement, authorised representatives of both Parties will endeavor, in good faith, to settle the dispute.
- 15.2 In the event the authorised representatives are unable to resolve the dispute within such thirty (30) day period, either Party may provide written notice to the other Party requesting escalation of the dispute to the Parties' next appropriate level of management ("Senior Representatives"). The Parties will use good faith efforts to schedule the meeting of the Senior Representatives within ten (10) Days from such notice. The Senior Representatives will meet to discuss the matter and will endeavor, in good faith, to settle the dispute within thirty (30) Days from the meeting.
- 15.3 If the Parties' Senior Representatives are not able to resolve the dispute within thirty (30) Days from the meeting and unless otherwise agreed upon, the Parties shall submit the dispute to arbitration, as defined below.
- 15.4 All defenses based on passage of time will be suspended pending the conclusion of this dispute resolution process, including, if exercised, the arbitration process defined herein.
- 15.5 Nothing in this Clause will be construed to preclude either Party from seeking injunctive relief in a court of competent jurisdiction in order to protect its rights during the dispute resolution process.
- 15.6 All disputes arising out of this Agreement shall be finally settled in accordance with the Arbitration Act, 42 of 1965, Laws of South Africa, before a single arbitrator appointed by the Parties. Each Party would bear its own costs as to the arbitration process. If the parties are unable to choose one arbitrator, then each party shall at their cost nominate an arbitrator, and the nominated arbitrators shall agree upon a third arbitrator whose cost shall be equally shared by the parties.
- 15.7 The language of the proceedings shall be English.
- 15.8 The arbitration proceedings shall take place in South Africa .

16 NON-ASSIGNMENT

Neither Party hereto may cede, assign or transfer this Agreement or any portion hereof without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement to a party that is not a competitor of the non-assigning party, (a) in whole or in part, without consent, to an Affiliate, provided that such assignment shall not relieve that Party of its obligation to perform and remain responsible under this Agreement or (b) in whole, without consent, in the event of a change of controlling ownership of that Party or in the event of a sale, merger or consolidation of business of all or substantially all of the assets of that Party or (c) in whole or in part, without consent, to any party providing finance to that Party on written notice to the other. The party shall (on written request of the other) promptly deliver to the assignor, any consents or acknowledgements that may be requested by the assignee in connection with such assignment. Any assignment, transfer or other disposition by any Party which is in violation of this Article 16 shall be null, void and of no force and effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Notwithstanding the above, Service Provider may subcontract services and other work performed pursuant to this **Agreement to a subcontractor with** SEACOM's prior written consent, such consent not to be unreasonably withheld.

17 **DOMICILIA CITANDI ET EXECUTANDI**

- 17.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

SEACOM:

Physical: Level 2, Block A
8 Anslow Crescent, Anslow Lane
Bryanston, 2191
South Africa
Att: The Head of Legal
Email: notice@seacom.com

Service Provider:

Physical: 18 Sunninghill Office Park 20 Peltier Drive Sunninghill Sandton
2197 South Africa
Att: Lesego Ngoape
Email: legal@samoenginnering.co.za

- 17.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or email.
- 17.3 Either Party may by notice to the other party change the physical address chose as it domicilium citandi et executandi to another physical address or its postal address or its telefax number or its email address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other Party.
- 17.4 Any notice to a Party:

- 17.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved);
 - 17.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of the delivery; or
 - 17.4.3 sent by email to its chosen email address stipulated in clause 17.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 17.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

18 GOVERNING LAW AND COMPLIANCE WITH THE RELEVANT LEGISLATION

This Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa .

19 ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

- 19.1 Service Provider agrees to comply with applicable laws, regulations, and industry standards regarding environment, health and safety and to provide SEACOM with evidence supporting compliance upon request as applicable to the Services being performed.
- 19.2 Occupational Health and Safety
Service Provider undertakes to ensure that it and/or its sub-contractors and/or their respective employees will at all times comply with all the requirements of Occupational Health and Safety regulations, guidelines and laws governing the same in South Africa
- 19.3 Compliance with Labour Laws
Service Provider warrants that to ensure that it has acquainted itself with all applicable labour legislation and that it will comply with all labour legislations while performing work for SEACOM.
- 19.4 Unless otherwise specified, Service Provider shall provide and maintain all tools, equipment, and materials including Personal Protective Equipment (PPE), and provide appropriate instructions and training to its employees, necessary to satisfy its obligations applicable to the Services being performed.

20 ANTI-BRIBERY/ CORRUPT PRACTICES

- 20.1 The Parties, as well as their personnel and representatives in any form, agree to observe the highest standard of ethics during the execution and continuance of this Agreement. In pursuance of this, the Agreement defines, for the purposes of this provision, the terms set forth below:
- 20.2 Corrupt practices: the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action(s) of a (public) official in the execution of the Agreement;

- 20.3 Fraudulent practices: any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation in the execution of the Agreement;
- 20.4 Collusive practices: is an arrangement between two or more parties designed to achieve an improper purpose, including to improperly influence the actions of another party;
- 20.5 Coercive practices: is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in the execution of this Agreement;
- 20.6 The Parties will not engage, either directly or indirectly, in any acts or create a conflict of interest between the execution of this Agreement and other business or professional activities of the Parties;
- 20.7 Non-adherence to or any breach of the terms defined in the preceding clause will result in grounds for any Party to terminate the present Agreement. In such case, a Party cannot be held liable for the premature ending of the present Agreement and its consequences. The termination clauses of the Agreement will further apply.

21 WHOLE AGREEMENT, NO AMENDMENT

- 21.1 The provisions of this Agreement, including the Annexes and any attachments executed pursuant to this Agreement shall supersede all prior and current oral and written communications, agreements, and understandings of the Parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the Parties. This Agreement shall not be modified or rescinded except by in writing signed by an authorised representative of each Party, as applicable.

22 INDEPENDENT PARTIES

- 22.1 SEACOM and Service Provider agree that each is an independent contractor and that no relationship of agency, partnership, joint venture, legal representative or other form of association with regard to each other is intended by or may be claimed by the other Party in connection with this Agreement. This Agreement does not authorise either Party to represent, act for, bind or commit the other.

23 ATTESTATION

The Parties hereby acknowledge having read and signed this Agreement inclusive of all Appendices, the contents which are understood and accepted by both undersigned Parties.

Signature page follows

Initial
RS

SIGNED at **Bryanston** on 18 August **2025**

For: **SEACOM Fibreco Telecommunication (Pty) Ltd**

Signed by:

Richard Schumacher

4394E7E2926648A

Signatory:
Capacity:
Authority:

AS WITNESSES:

1. *Lucille Adams* Print name: Lucille Adams
2. *Reneilwe Mbatha* Print name: Reneilwe Mbatha

SIGNED at **Gauteng** on 13 June **2025**

For: **SAMO Engineering Telecommunications (PTY) LTD**

Nonhlanhla Moloko

Signatory:
Capacity:
Authority:

Nonhlanhla Moloko
Group CEO

AS WITNESSES:

1. *Silas Moloko* Print name: Silas Moloko
2. BVM Print name: Bonane Hlongwane

Initial
RS

ANNEXURE A

SERVICE LEVEL AGREEMENT

1. DUTIES AND OBLIGATIONS:

Service Provider shall have the following duties and obligations in terms of this Agreement:

- a) Routine and Corrective Maintenance of the Route(s), Facilities and Transmission Equipment as applicable to the Route.
- b) Services will be required on a 365 day per year 24/7 basis.
- c) Faults will supersede the normal routine maintenance, and the service provider should have adequate resources to provide such support. SEACOM Area managers will advise accordingly on rescheduling routine tasks.
- d) All services provided shall be in accordance with good maintenance practices in the Telecoms industry considering applicable local conditions, legal requirements and OHS regulations. In delivering the Service. The Service Provider shall observe all relevant laws, bylaws and regulations and current practices in South Africa.
- e) All sites and locations are included herein

Scope of work

The objective is to carry out preventative and routine maintenance to minimise any outages or requirements for corrective maintenance, and to carry out corrective maintenance so that disruption to or reduced performance is avoided on the Fibre Optic Network and electronic equipment connected to the fibre optic network

Route patrol and surveillance

- a) The Service Provider shall perform on a daily basis route patrols and surveillance within the metro's and on a weekly basis outside the metro's to do a visual inspection for ground disturbances and activities along or close to the Fibre Optic Network;
- b) The purpose of patrolling is to closely monitor and take preventive actions so that any abnormalities including but not limited to trenching, excavation by machines, drainage installation, road/railway expansion, exposed cable on the ground, exposed warning tapes, displacement of manhole lids and other activities by any third party along each relevant route segment which eventually can lead to a Severity Level 1, 2 or 3 defect, disturbance or problem under the corrective maintenance.

- c) The patrolling can be conducted by walking or motor vehicle along the route of the fibre. Service Provider shall adopt an effective patrolling method that can be easily tracked by SEACOM. Service Provider shall maintain a logbook of each route segment which details the events occurred along each of the segments and these logbooks shall be attested by SEACOM on regular intervals. In the event the Service Provider notices any abnormality on the sites, SEACOM shall be notified without undue delay and Service Provider shall manage the situation without affecting the relevant part of the Fibre Optic Network.
- d) Service Provider will carry out the necessary route surveillance with the following objectives:
- To ensure satisfactory and continued operation of the Fibre Optic Network;
 - To maintain the poles, duct and cable infrastructure fit for purpose in a suitable operating condition;
 - To minimise the faults / cable cuts;
 - To identify any other parties who are performing civil works or interventions that may imply risks to the Fibre Optic Network route;
 - To prevent any vandalism on the aerial and duct cable routes (including manholes).
 - Minor restoration of ground disturbances, e.g. subsidence, needs to be affected immediately. This is limited to work not requiring machinery or importation of backfill.

SCOPE OF WORK -FIBRE ROUTE MAINTENANCE

The service provider shall perform fibre maintenance work on the FibreCo owned routes and spurs on the Routes and provide the services set out in this Service Schedule in accordance with the FibreCo maintenance procedures. These procedures shall not substantially deviate from the telecommunications industry best practices and may be changed by FibreCo from time-to time to align with revised industry best practice as well as the FibreCo operational requirements.

Fibre maintenance will include routine and corrective maintenance on the fibre routes as applicable.

Routine Maintenance

The service provider shall perform routine fibre maintenance work on the applicable Route and in accordance with the routine maintenance process as described in Annexure B.

General requirements

Initial
RS

- The Route must be patrolled weekly to do a visual inspection for ground disturbances and activities along or close to the Route.
- Minor restoration of ground disturbances, e.g. subsidence, needs to be affected immediately. This is limited to work not requiring machinery or importation of backfill.
- If at any time the measured rainfall in the area exceeds 25mm or more within a 24 hour period, additional patrols should be dispatched to check for any flood damage along the Route.
- All defects should be brought to the immediate attention of the FibreCo RMM and/or a ticket logged with the FibreCo NOC.
- In addition to the above, a defect report with appropriate photographic evidence of the defect must be submitted to the RMM and the NOC and the Service Provider must retain a copy.
- Any minor work to repair the route, or any site issues that falls under R20K is inclusive in the current monthly retainer cost to a maximum of 5 issues per month.
- Quarterly spare fibre cores testing is required, and any faults must be repaired on a planned work ref and this must be done within 2 weeks.

The Service Provider is responsible for the following:

- Service Provider is required to provide SEACOM at the beginning of each month with its plan for preventive maintenance visits;
- A monthly report of completed operations shall be provided to SEACOM for every section, the first week of every month;
- Service provider shall patrol the fiber routes on a weekly basis to ensure that network infrastructure is in good condition in particular fiber poles, pole accessories, overhead cable sagging, damaged manholes, damaged closures;
- Service provider shall repair any fiber degradation and/or mismatch in power transmission /reception due to pressure points, SFP's, ODF's & patch-cords.
- Check for man-made excavation along the duct routes;
- Check the construction activities taking place of other buildings on the duct route;
- Check flammable and easy-explosive substances and chemo-erosive substances along the routes;
- Check for changes in geology along the duct routes ie. sinking, landslide, water and soil erosion on or near the duct routes and any damage that may have occurred along the ducts;
- Investigate any expansion of roadway, excavation and construction works that may affect the integrity of the duct and optical cable routes;
- Check whether the mark-pillars and mark-plates are intact, lost or damaged on the optical cable duct route, and replace or repair if necessary;

- Inspection and maintenance of facilities and optical cable in the manhole;
- Inspection of facilities which pass through barriers on the duct route;
- In the event any other optical cable route construction works occurs along the communication duct, supervise the activities of the contractor constructing the route;
- Check personnel's work permits or authorisation prior to accessing manholes;
- The Service Provider shall be available on a 24/7/365 basis.

Corrective Maintenance

The Service Provider is responsible for the following:

- a) Fiber incident restoration - (trenching, splicing, backfilling & reinstatement of the damaged portion of the network infrastructure;
- b) Service provider shall provide the traces for all the faults;
- c) Replace damaged poles in the event of an incident;
- d) Reinforcing and repairing the duct route including photos and Route Cause Analysis;
- e) Service Provider to provide a detailed report with photos in the event of any damage caused by third parties;
- f) The Service Provider shall be available on a 24/7 basis;
- g) Service provider shall be responsible for any relocation & re-instatement;

Temporary Repairs

- a) Will be carried out on the network where permanent repairs are not possible.
- b) All costs for temporary repairs including materials, will be covered in the Service Fee.
- c) After a temporary repair, Service Provider will submit plans together with a quotation for the required permanent repairs within 96 hours of completing any emergency temporary repair.

Permanent Repairs

- a) When planning a permanent repair, additional splices shall not be introduced on the route unless this cannot be avoided.
- b) No permanent repair work will be undertaken until the quotation has been approved and a signed purchase order has been issued by SEACOM to Service Provider.
- c) All planned maintenance work will be done in accordance with the Planned Works Process
- d) Implementation planning of permanent repairs will be done in accordance with the SLA requirements as applicable to permanent repairs. A start and completion date will apply if the project falls out of the completion date a 2% penalty will apply on the total cost of the invoice per day.

For purposes of the maintenance and support of the Links, as the case may be, Service Provider, or its agent, shall ensure that it has, at all relevant times, a sufficient number of properly and adequately trained staff available for the maintenance and support of the Fibre Optic Network.

Should it be necessary, for purposes of the maintenance and support, to de-activate the Fibre Optic Network at any time, Service Provider shall request the SEACOM NOC by giving forty-eight (48) hours written notice requesting for such de-activation. The final approval to proceed and to allow the Service Provider request will be subject to the result of the assessment of SEACOM. Such written notice shall be given by both facsimile and email transmissions to the following addresses:

SEACOM:

Primary Contact: Deven Pillay
Email: pillay.sa@seacom.com
Mobile: 082 824 7371

Secondary Contact: Sibusiso Makhaya
Email: Sibusiso.makhanya@seacom.com
Mobile: 073 153 3583

Service Provider:

Primary Contact: **Bonane Hlongwane - GM**
Email : Bonane@samoengineering.co.za
Mobile: 081 704 1065

Secondary Contact: **Silas Moloko - COO**
Email: Silas@samoengineering.co.za
Mobile: 0834542674

The Parties shall be entitled to change their addresses above by giving 7 (seven) days' prior notice thereof to the other Party.

SEACOM, or its duly appointed agent, shall have available a helpdesk for problem logging and solving. This desk shall be operational for 24 (twenty-four) hours per day, seven days a week and 365 days per year. This number shall, be provided in writing to Service Provider. In addition to the helpdesk, Service Provider shall provide an off-site technical assistance call out team rendering the necessary Services. All incidents (faults) shall be reported by SEACOM to Service Provider. At the time of such reporting an incident number will be allocated by SEACOM.

Reported incidents will be logged according to severity levels as follows:

Severity 1: Fibre Optic Cable Network down and not functional.

Severity 2: Fibre Optic Cable Network active but the use thereof severely impacted.

Severity 3: Fibre Optic Cable Network problem but can be circumvented.

Severity 4: Query.

The response times, from the logging of an incident shall be:

	RESPOND	RESTORE Business Day	RESTORE After Hours	RESOLVE
Call Centre (answer phone)	30 seconds			
Contractual Incident Priority	Access by phone to an appropriate contractor within the following times:	The Fibre Optic Cable Network restored to full operation, temporarily if necessary	The Fibre Optic Cable Network restored to full operation temporarily if necessary	The fault condition cleared on a permanent basis within the following times
1	30 minutes	4 hours*	4 hours*	30 Business Days
2	30 minutes	10 hours*	Next Business Day	30 Business Days
3	30 minutes	Next Business Day	Next Business Day	40 Business Days
4	Next Business Day			20 Business Days

*Providing work is allowed on client site and where failure has occurred and subject to road authority and local authority approval where applicable.

Qualification: The restoration times shown are the average times over a three-month period. Individual incidents may under extreme conditions exceed the specified restoration times.

Service Provider shall supply and deploy sufficient equipment for real time Fibre Optic Cable Network management, including remote diagnostic capabilities to localise failures. Service Provider and SEACOM shall deploy access control equipment on all manholes and street splicing cabinets to secure and manage any access to the Fibre Optic Cable Network. A system of work authorisation procedure is to be employed to control and record any work performance the Fibre Optic Cable Network from date of first commissioning.

If Service Provider does not respond to a problem within the time set out above and/or does not solve the problem within the times set out above, then SEACOM shall be entitled to contract a third party to attend to the repairs, under supervision of Service Provider and SEACOM, subject to Service Provider's preference. In such an event the costs payable to such third party shall be payable by Service Provider.

Service Provider shall have the right to sub-contract any and all of its duties and obligations under this Agreement to any suitable third-party sub-contractor or agent of its choice provided that such sub-contractor or agent appointed pursuant to this clause agrees to be bound by the same obligations applicable to Service Provider in terms of this Agreement.

1. **SLA AND PENALTIES**

Penalties shall be calculated in accordance with Annexure H of this Agreement.

2. **CUSTOMER RELATIONS MANAGEMENT**

Notwithstanding Service Provider's right to appoint sub-contractors the duties and obligations in terms of clause 1 will still vest with Service Provider. The Service Provider customer relations manager will still be the first point of contact for any enquiries.

A customer relations manager and a service manager will be assigned by Service Provider, who will attend to SEACOM's full requirements and will serve as the single point of contact (SPOC).

3. **TOOLS AND EQUIPMENT**

- a) To render the required services, a list of tools, equipment and material is provided. This list constitutes the minimum requirements and is included for guidance only and must not be considered as complete:
 - o Spare fibre optic cable to effect temporary repairs in support of SLA;
 - o Laptop to connect to transmission equipment;
 - o OTDR (1310nm/1550nm/1625nm);
 - o Live fibre optic detector;
 - o Light Source and Power Meter;
 - o Fibre Scope;
 - o Cleaning kit;
 - o Fusion Splicer;
 - o Trenching tools (note: backfill on cable routes is expected to be such that damaged ducting/cable can be exposed by hand);
 - o All year round 24 x 7 access to mechanical equipment as well as qualified operators for such machinery, in the event that damaged ducting/cable cannot be exposed by hand or when the conditions necessitate the use thereof to satisfy SLA requirements;
 - o All normal small tools associated with fibre splicing, cleaning and card swaps on transmission equipment;
 - o Camera with Geo tag facilities;

- Mobile phone with required voice services and/or data card with required data service to communicate remotely as required;
 - Signage and barricading to comply with the South African Road Safety regulations;
 - Portable lights on trestles and a reliable power source.
 - All relevant cables and cable accessories to enable connection between laptop and SEACOM equipment (this list will be provided by SEACOM)
- b) Service Provider shall further ensure that tools, equipment and materials necessary in carrying out the Service are functional, in good working order and serviced regularly.

APPENDIX B

TRANSMISSION SITE FIRST LINE MAINTENANCE

SERVICES DESCRIPTION

1) Transmission Equipment First Line Maintenance Service

Service Provider will be required to maintain the Transmission Equipment on a 365 day per year and a 24/7 basis, and in accordance with the Service Level Agreement. Any routine or corrective maintenance work must comply with the Original Equipment Manufacturer ("OEM") requirements and specifications and executed in accordance with good maintenance practice. Spares for the Transmission Equipment shall be located at regional locations to ensure a 4-hour MTTR is met.

General. In exchange for the payment of the applicable service fee provided under Appendix C, Service Provider shall provide First Line Maintenance Services ("FLM Service").

FLM Service includes the dispatch of an engineer within two (2) hours from receiving an official request from the SEACOM's network operation centre (NOC).

a) Scope of Service. FLM Service includes inter alia the following:

- Carrying out planned routine maintenance e.g., filter changes and housekeeping;
- Troubleshoot the equipment / cable connections with SEACOM remote guidance.
- Insertion and/or removal of Field Replaceable Units ("FRUs") in the network equipment under the guidance of SEACOM specialist support personnel as applicable;
- Providing of loops to localise fault;
- Restart and reset of field replaceable units;
- Cleaning of patch leads and connectors;
- Planned events support including cabling work, inventory and labeling at the relevant site;
- Access by SEACOM to the Service Provider Support Desk 24 hours a day, 7 days a week, 365 days a year (24x7x365) to request an engineer dispatch;
- Mean-Time-To-Repair = 4 hours.
- Planned maintenance work will be done according to planned works process as laid out by SEACOM (remote hands).
- Provide site access to SEACOM facilities for SEACOM or SEACOM clients

Service Provider to make available relevant test equipment for fault isolation on both fiber cables as well as Transmission Equipment.

b) Assumptions. The provision of the FLM Services by Service Provider is subject to the following assumptions:

- Replacement modules are not included with this service. All equipment spares/ modules shall be provided to Service Provider by SEACOM.

- SEACOM shall provide details and arrange in advance for access to the site (addresses/GPS coordinates).
- SEACOM will in its discretion determine whether the dispatch of a Service Provider technical engineer to Site is necessary.
- FLM Service is subject to geographic restrictions and is available only for those sites specified on the Service Provider then-current service coverage map. Service coverage outside of this range shall be mutually agreed upon on a case-by-case basis.

6. SCOPE OF WORK – FACILITY MAINTENANCE

The Service Provider will be responsible for Facility maintenance of the SEACOM owned facilities, as well as indicated on a 365 day per year and 24/7 basis and in accordance with the SLA. Any Service shall be performed in accordance with the with the Original Equipment Manufacturer (“OEM”) requirements and applicable SEACOM operational procedures.

- **General Aspects**
- All consumable materials except for diesel fuel, are for the account of the service provider.

Service cost of Generators /Airconditoners

- One (1) service per generator per year – cost included in monthly Service Fee
- Air conditioner major service will be required on a yearly basis and will be included in the monthly retainer fee.
- Additional services (over and above 1 service specified above) per generator per year – will be dealt with on a quote and order basis.

General Admin

- Incident and weekly reports within 24 hours.
- Correct capturing of diesel reports.
- Health and safety training certificates.
- Drivers license plus advanced /defensive training.

OPERATIONAL PROCESSES

The processes as set out in Annexure I the required operations workflows that the Service Provider shall follow in executing the Service and will be updated from time to time as per SEACOM operational requirements.

Within 10 days of the Service Commencement Date, SEACOM shall provide the Service Provider an operations manual which sets out the operational tasks and day-to-day procedures to be followed by the Parties in their interactions with each other in respect of this Service Schedule ("Operations Manual").

SEACOM shall update the Operations Manual regularly to accommodate changes to:

improve the provision of the Services and the management of the Parties relationship under this Service Schedule;

either Party may propose a change to the Operations Manual at any time. No change to the Operations Manual shall become effective unless such change to the Operations Manual has been approved by SEACOM.

e) Service Provider responsibilities

Service Provider shall be responsible for first line maintenance of the SEACOM Equipment and is required to meet the standard industry requirements, including but not limited to the following:

- All implemented connections/ fibers must be properly labelled and an inventory kept, both in hard and soft copy;
- All cables must be neatly laid out, labelled and tied properly;
- No cable lugs (excessive cables) should be left within the equipment rack;
- Site keys must be signed for and promptly returned to the SEACOM office after use (where applicable);
- All transmission equipment spares shall be stored properly and in a room following the equipment manufacturer specifications (free from dust, water and direct sunlight);
- Service Provider engineer will conduct such works as required by SEACOM with proper and appropriate tools;
- The Service Provider engineer on-site shall carry a laptop with internet connection for ease of communication with SEACOM's service delivery team and/or NOC for remote guidance;
- Service Provider shall provide SEACOM with an incident report following completion of each task.

f) SEACOM responsibilities.

SEACOM shall be responsible for the following:

- Provide a complete listing of all equipment products covered by this FLM Service, including serial numbers to properly establish and track service entitlement.
- Provide Service Provider with SEACOM staff contact information.

- Ensure that authorised staff for operation and maintenance are available during the entire support period to provide Service Provider with access to the site and all applicable information regarding the Equipment and site (e.g., model, serial number, current failure symptoms, etc.) upon request.
- Notify the Service Provider of any additions, changes and relocations of Equipment covered under this service.

SEACOM shall provide to Service Provider final site data, to include:

- Site address, GPS co-ordinates, contact, & access information;
- Outdoor cabinet demarcation (if applicable);
- Aisle/bay rack assignment(s);
- Aisle/Bay/Breaker assignments for DC Power (if applicable);
- Aisle/Bay/Shelf assignments for OSP fibre panel(s);
- Aisle/Bay/Shelf assignment for DCN management network connectivity (where applicable).

g) Storage

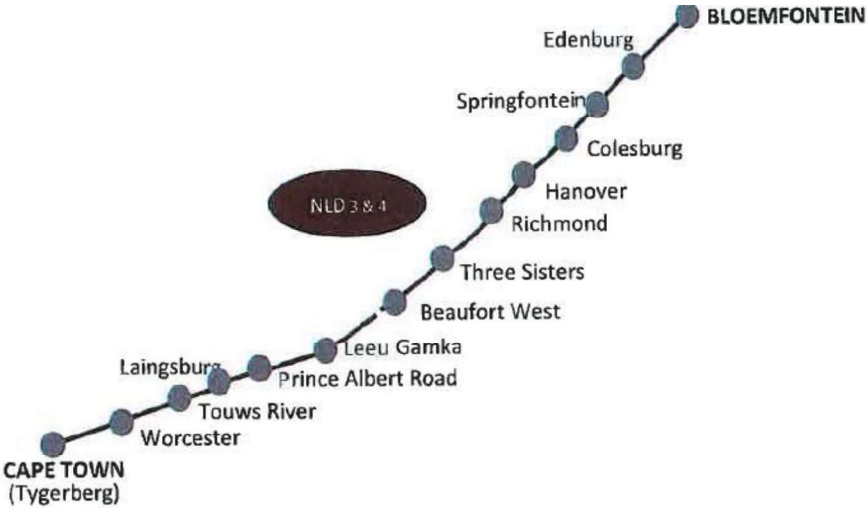
- Service Provider shall provide SEACOM with secure storage space located at the Service Provider storage facility to hold SEACOM equipment spares that are supplied to Subcontractor by SEACOM. The equipment spares shall provide the Service Provider, in the event of a hardware failure, the capability to replace the faulty equipment within the required SLA period.
- Transmission Equipment Spares will be stored at strategic warehouse locations provided by Service Provider and at pre-approved SEACOM Sites along the Route(s) to support the SLA with a minimum ability to arrive at the affected site with the required replacement equipment within two (2) hours.

ANNEXURE A

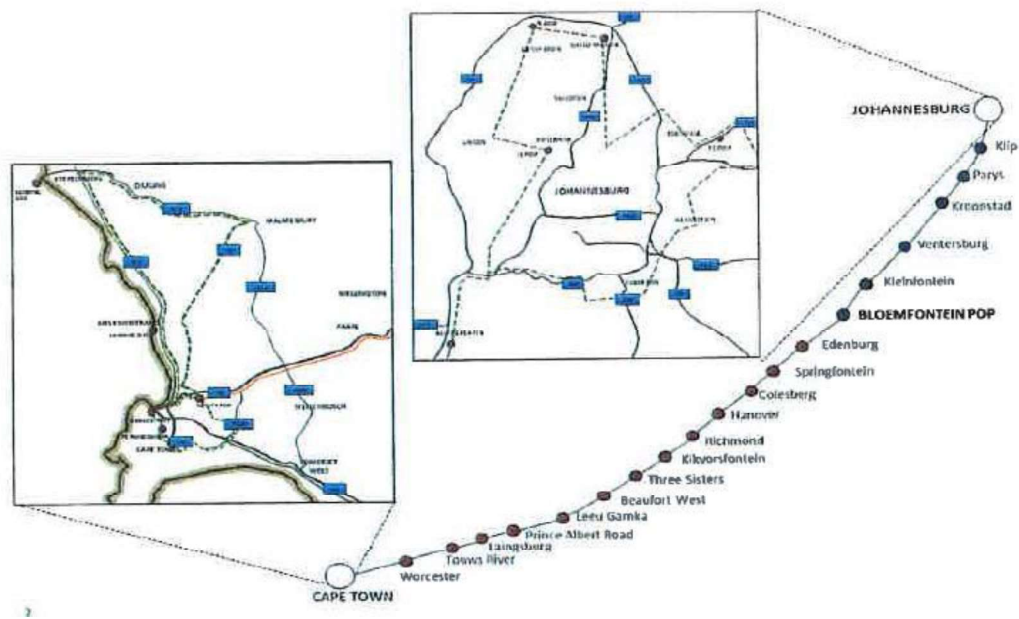
ROUTES AND INFRASTRUCTURE



Bloemfontein – Cape Town route diagram



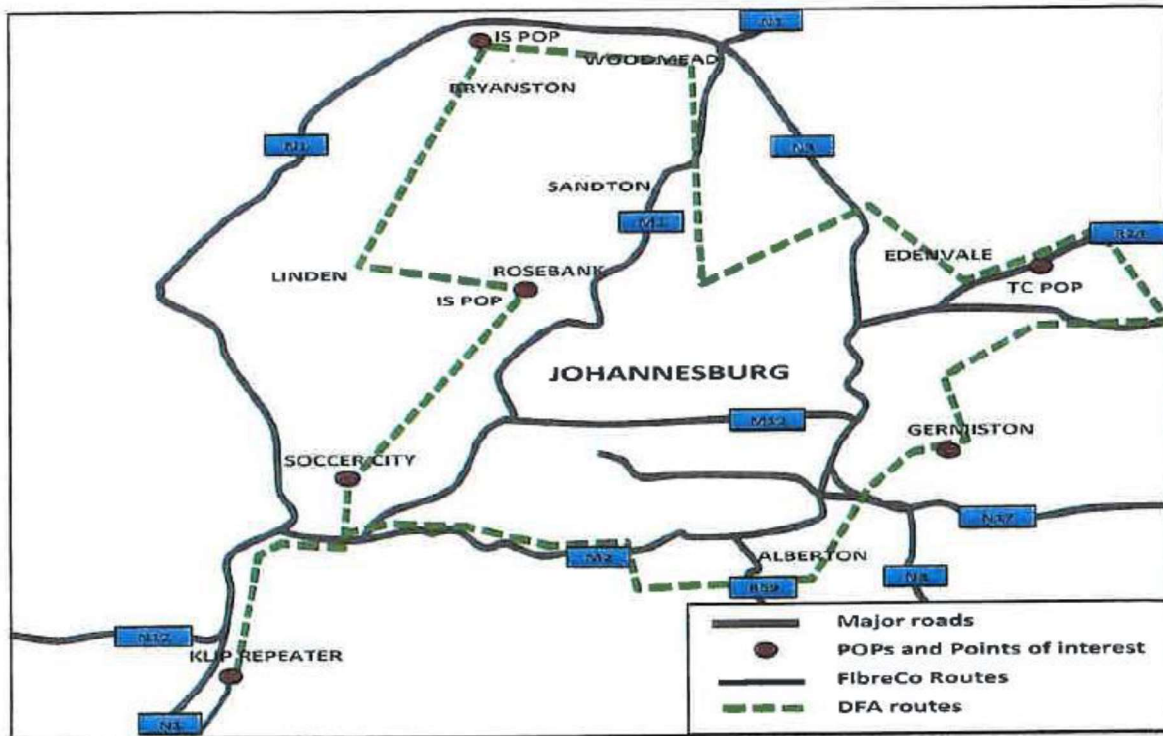
FibreCo& Hosted Facilities for Transmission Equipment



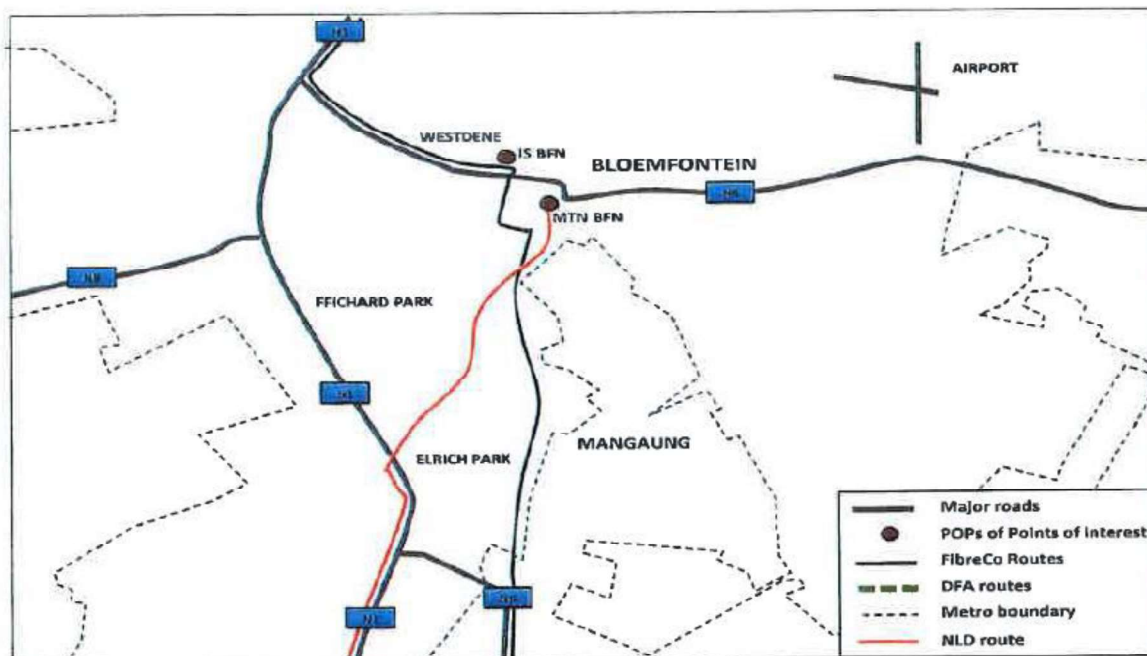
FibreCo Route Bloemfontein to East London



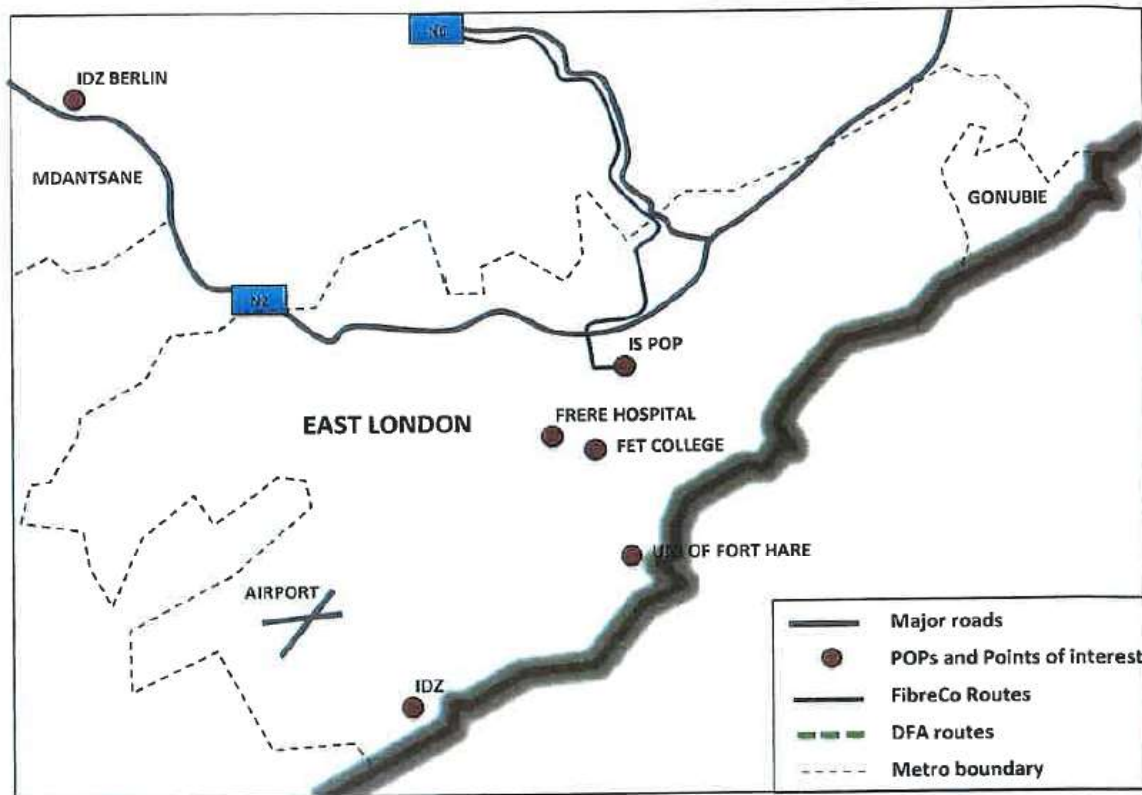
FibreCo Metro Network – Johannesburg



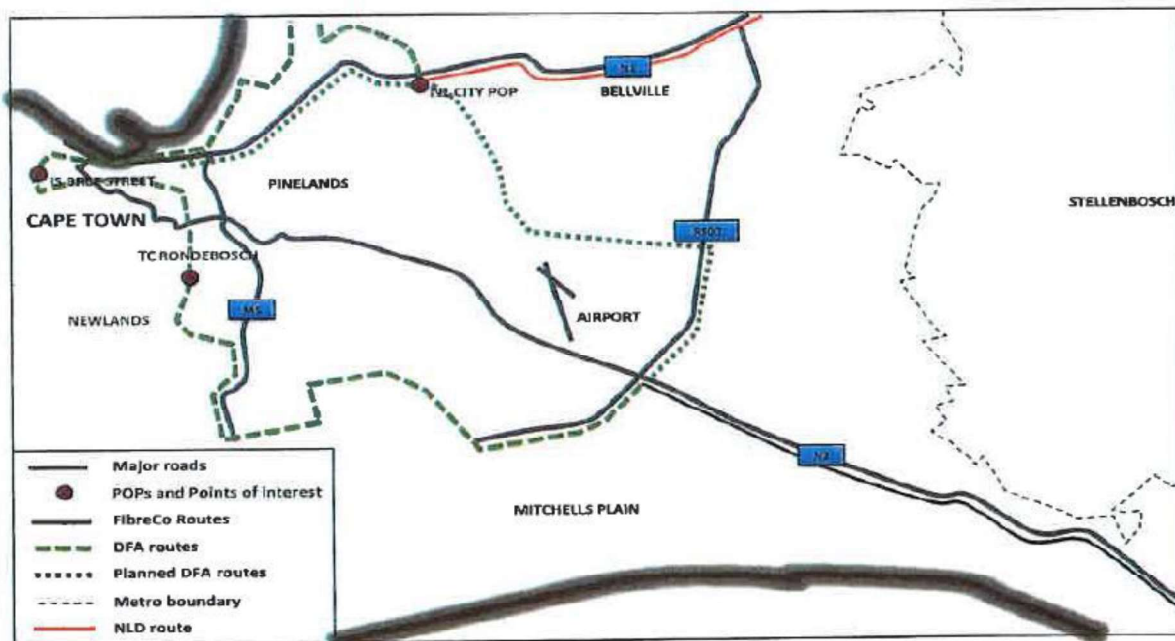
FibreCo Metro Network – Bloemfontein



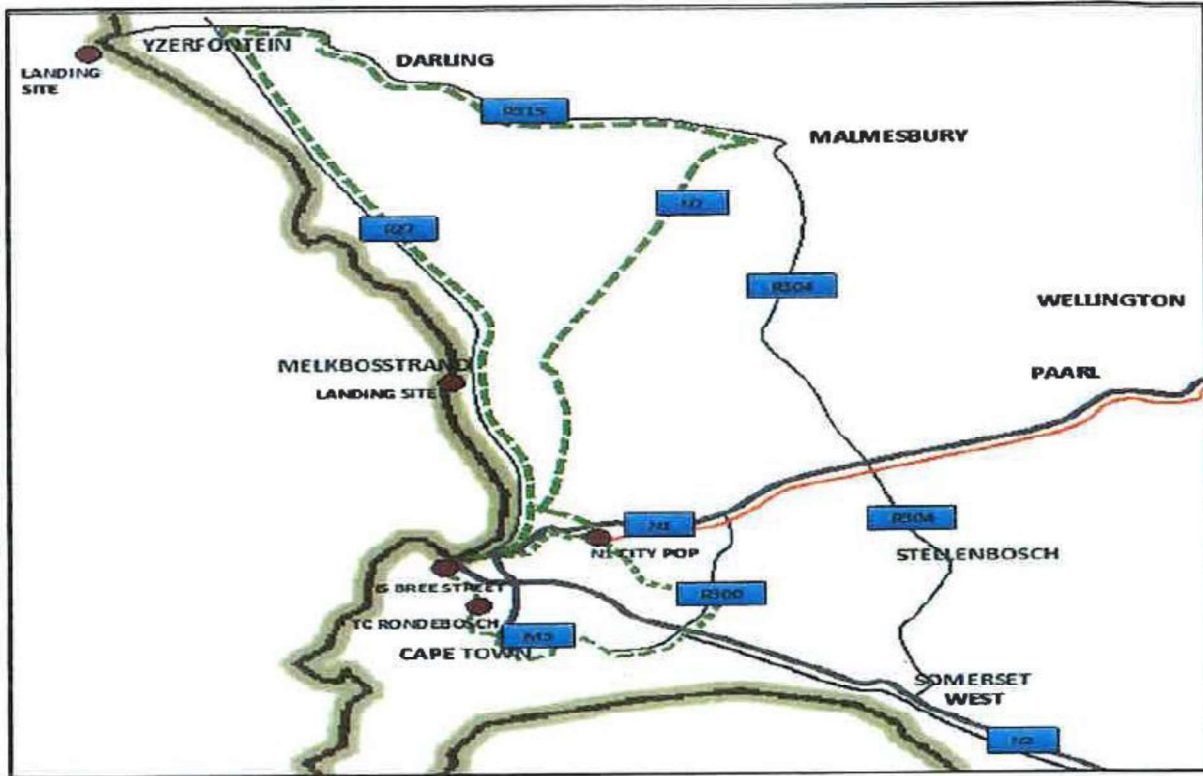
FibreCo Metro Network- East London



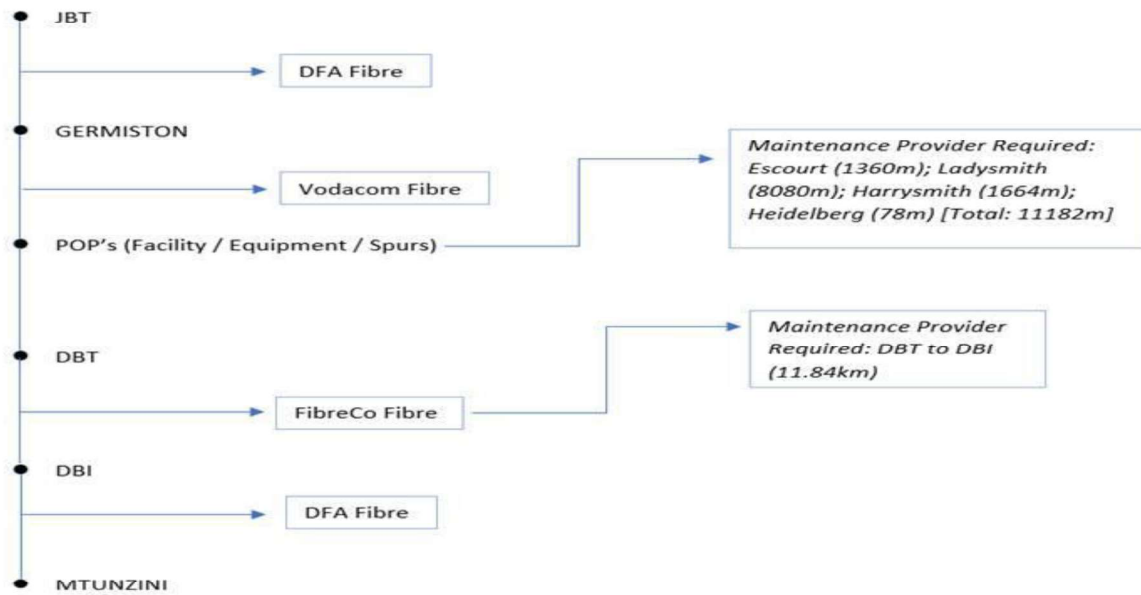
FibreCo Metro Network -Cape Town



Cape Town Facilities Melkbos and Yzerfontein



FIBRECO N3 ROUTE – STRAIGHT LINE SKETCH



Info on Mtunzini required – dependent on installation at SEACOM CLS (will be rack in a room)

Annexure B**ROUTINE MAINTENANCE SCHEDULE AND ACTIVITIES**

ROUTINE MAINTENANCE ACTIVITIES	As Required	Weekly	Monthly	Quarterly
Fibre Route				
Visual route patrols		X		
Stop and Check Bridge Crossings for damage/corrosion		X		
Check Route Markers(TBC)		X		
Stop & Check for ground movement/sagging		X		
Stop & Check for any activities along route		X		
Stop & Check for flood damage after heavy downpours (more than 25mm in 24 hrs.)	X			
Contractors working on or near the network	X	X		
Seacom RMM's can request tracker reports on request for route inspection	X			
Manholes				
Make sure manholes are marked clearly (Where required) all materials will be supplied by the SP	X	X		
Make sure ducts are sealed properly (Cracks)	X	X		
Clean manholes during the weekly metro inspections and when opened for maintenance or build reasons or as per SEACOM requirement	X	X	X	
Check for corrosion/cracks on splice Closures	X	X		
Check for disturbed/cracked/stolen lids		X		
Open buried manhole as per request on NLD route, confirm joints, etc as per SEACOM requirement	X	X	X	
Check Locks	X	X		
Check slack supports	X	X		
Check for chemical threats		X		
Check for exposed manholes		X		
Facilities	As Required	Weekly	Monthly	Quarterly
FibreCo owned facilities (3)		X	X	X
Site & Surrounds	X	X		
Perimeter fencing		X		
Test security (Glam Locks, Abloy Locks, Lights, Electrical fence, cameras etc.)		X		
Test alarms	X	X		
Test Fire Detection system and control panel	X		X	
Test Air Conditioners and controller	X	X		
Test power (AC, DC rectifier and batteries)	X		X	
Generators and Deep-Sea panels	X		X	
Fibreco, Transmission Equipment				
ADVA DWDM equipment, Infinera and all other TX equipment			X	

ANNEXURE C

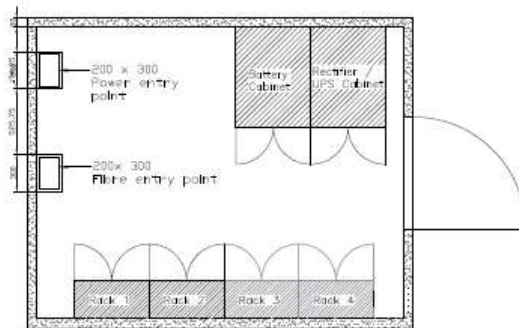
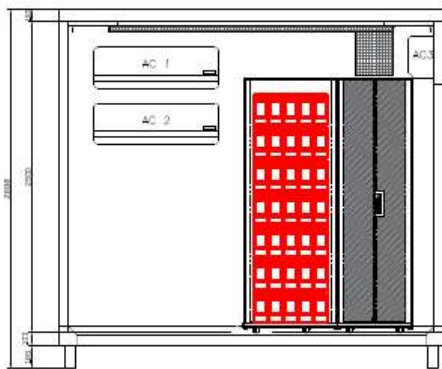
OVERVIEW FACILITIES INFRASTRUCTURE

SEACOM owned facilities comprises of a piece of real estate 7m x 5m surrounded by a “Clear Vue” fence with blade wire on top and 16 strand electrical fence on the inside.

Equipment is housed in a container/ shelter with a dimension of 2.5m x 3m with a single 35kva Himoina generator in a sound proof canopy mounted on a concrete slab outside of the container. The unit is regulated by Deepsea controller. The generator has a built-in diesel tank with an approximate runtime of 24 to 28 hours.

Each container/ shelter is equipped with 3 air conditioners as per Annexure A , with a Sirius controller, FirePro FP2000 fire extinguisher system, TM3 controller/AKCP, door switches, flood alarms, LISA ODF, Rectifier & batteries, UPS and space for 4 x equipment cabinets Electric fence energiser and GLAM locks.

See drawings of typical container schematics below;

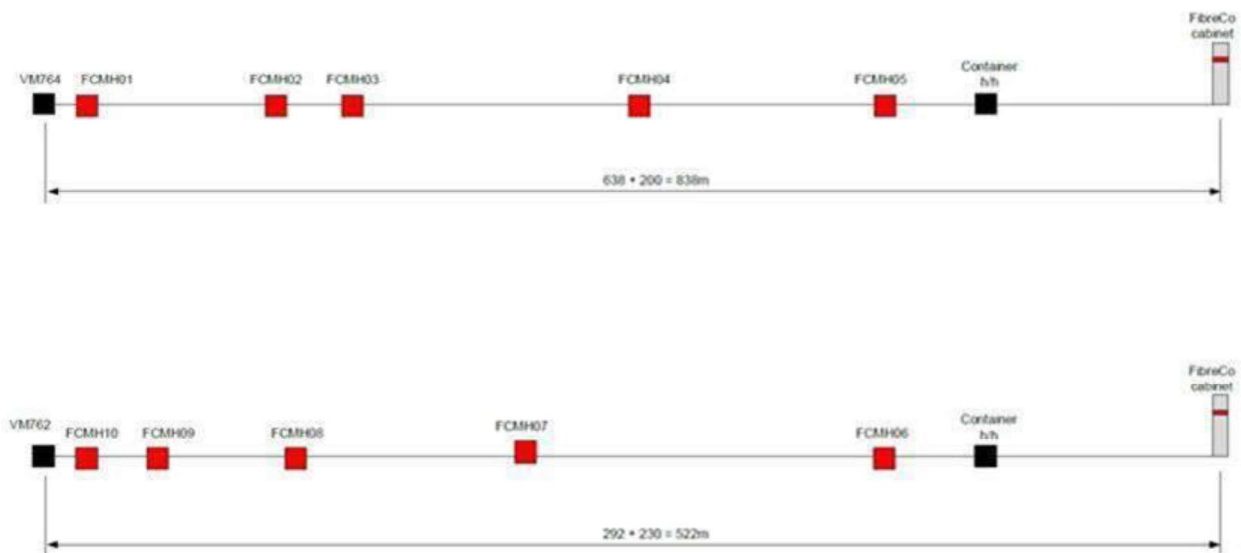


FIBRECO OWNED FACILITIES

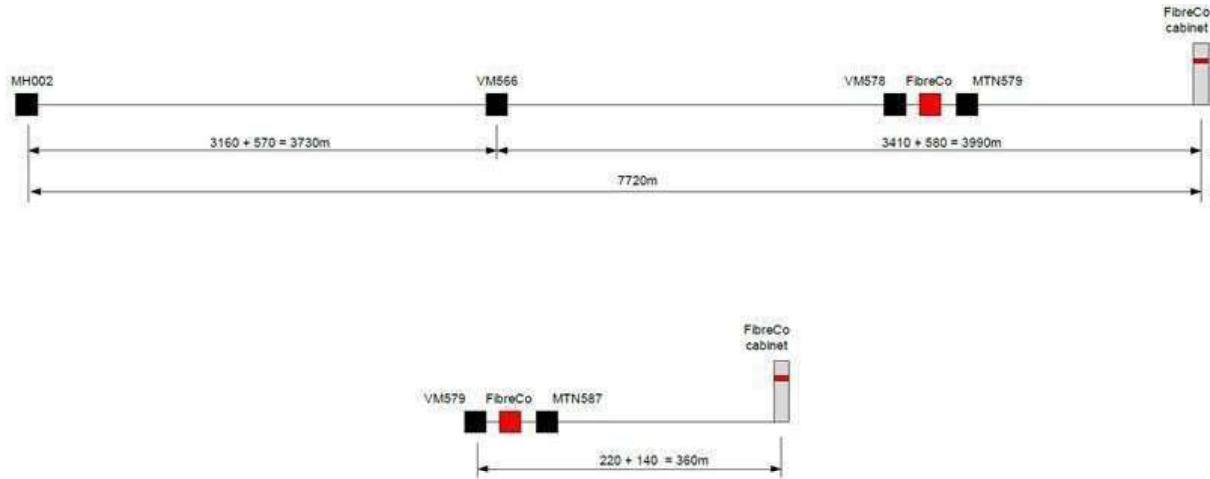
- Harrismith
- Estcourt
- Heidelberg

FIBRECO N3 ROUTE

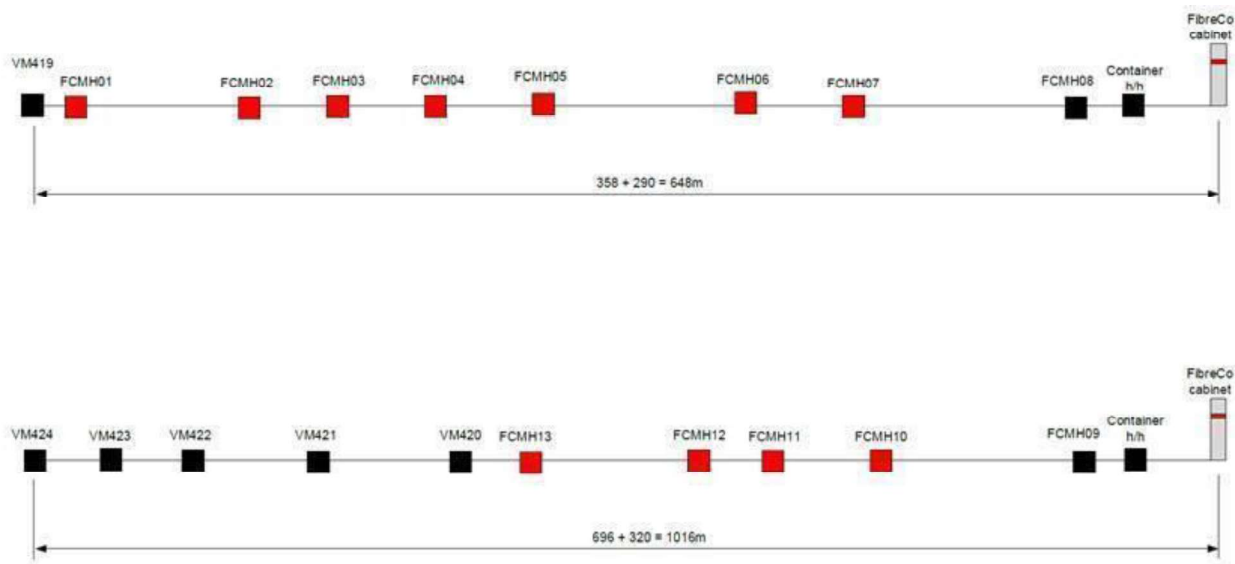
- **FIBRE SPURS**
 - *ESCOURT: [838m + 522m = 1360m]*



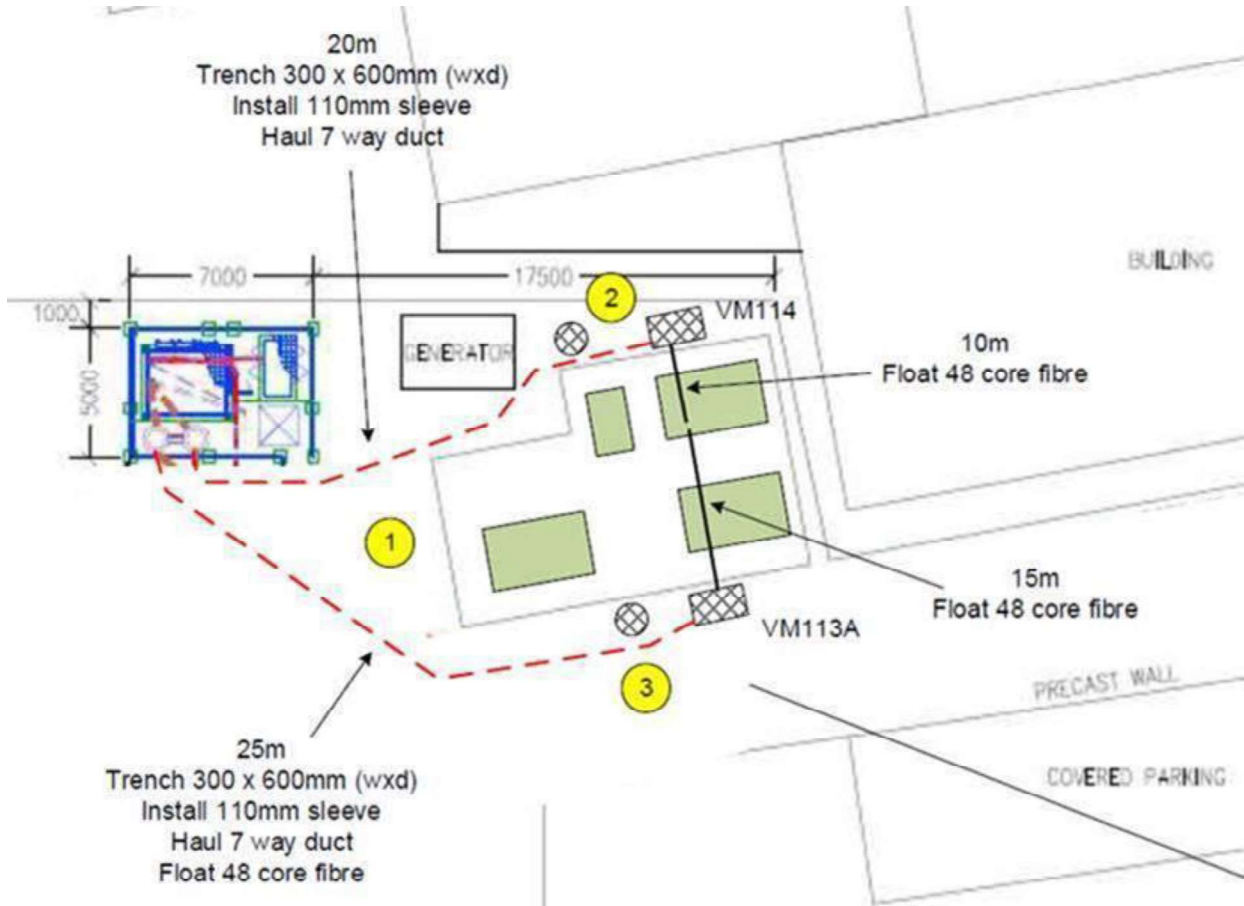
- LADYSMITH: $[7720\text{m} + 360\text{m} = 8080\text{m}]$ – Vodacom's permission to appoint our own maintenance provider for maintenance of our fibre within their existing NLD duct to be confirmed.



- HARRYSMITH: $[648\text{m} + 1016\text{m} = 1664\text{m}]$ - Vodacom's permission to appoint our own maintenance provider for maintenance of our fibre within their existing NLD duct to be confirmed.



- HEIDELBERG: $[20\text{M} + 10\text{M} + 15\text{M} + 25\text{M} + 8\text{M} = 78\text{M}]$



ROUTINE MAINTENANCE SCHEDULE AND ACTIVITIES

ANNEXURE D**PRICING**

Description	Sites/KM	Rate/m (ZAR)	Monthly Cost
FIBRE /FIRST LINE MAINTENANCE	1082376m		R 112 172.24
TRANSMISSION MAINTENANCE	61 Sites		R 188 691.32
FACILITIES MAINTENANCE	19 Sites		R 95 169.96
Peering Node	60 Nodes		R 108 780,00
DataCentre Transmission	3 Sites		R 190 716.98
Yzerfontein Landing site	1 Sites		R 184 896,60
Adhoc(5)	5 Incidents		R 204 469.50
Total Cost Per Month			R 900 000.00
Generators			
a) Call-out fee per hour (during normal business hours)			R 720,00
b) Labour rate per hour as required (during normal business hours)			R 250,00
c) Travel rate per hour as required (during normal business hours)			R 6,89
d) Call-out fee per hour (After hours)			R 1 080,00
d) Labour rate per hour as required (After hours)			R 375,00
e) Travel rate per km as required (after hours)			R 6.89
Fuel rate p/km (current pump rate)			Current Pump Rate plus 10% mark up

Initial
RS

ANNEXURE E

LIST OF CIVIL WORKS SERVICES FOR PERMANENT REPAIRS

TBC

Initial
RS

ANNEXURE F

SITES

Number	Site Name	Co-ordinates	Address	NLD	Type	Owner
1	Kilp	26°19'50.844"S 27°56'11.98"E	Corner of R554 and N1, Johannesburg, Gauteng	NLD 9	TX/Fibre/Facilities	SEACOM
2	Parys	26°53'22.56"S 27°36'38.88"E	13km From Parys on R59, S164 Gwelo Road, NLD 9	TX/Fibre/Facilities	SEACOM	
3	Kroonstad	27°35'54.24"S 27°14'49.92"E	About 5km north from North road on Vredesdijk, NLD 9	TX/Fibre/Facilities	SEACOM	
4	FibreCo Carlfone		Corner of Symonds and Thessen roads, Kroonstad, NLD 9	TX/Fibre/Facilities	SEACOM	
5	Ventersburg	28°52'28.52"S 27°8'17.16"E	2 Pienaars Street, Ventersburg, NLD 9	TX/Fibre/Facilities	SEACOM	
6	Kleinfontein	28°46'59.711"S 26°42'29.612"E	2km north of Verkeerdevlei Toll Plaza - in veld, NLD 9	TX/Fibre/Facilities	SEACOM	
7	Reddersburg	29°38'43.476"S 26°10'47.932"E	The Farm Elm 159, Reddersburg Road, On N1, NLD 9	TX/Fibre/Facilities	SEACOM	
8	Smithfield	30°12'42.052"S 26°32'4.441"E	Cnr Douglas and Doctor Street, Smithfield, NLD 9	TX/Fibre/Facilities	SEACOM	
9	Alwal North	30°42'24.724"S 26°42'30.324"E	Alwal North High School, Somerset Street, Alwal, NLD 10	TX/Fibre/Facilities	SEACOM	
10	Kashele	31°16'30.588"S 26°49'7.219"E	169 Plessie Road, Alwal North Road, NLD 10	TX/Fibre/Facilities	SEACOM	
11	Espemans	31°33'12.888"S 26°39'41.976"E	Farm 184, Woodhouse Road, NLD 10	TX/Fibre/Facilities	SEACOM	
12	Queenstown	-31.893984 26.869127	LCOM, Tyden, NLD 10	TX/Fibre/Facilities	LCOM	
13	Glencairn	32°4'6.024"S 27°16'16.776"E	The Farm Glen,Torn 290, Queenstown Road, NLD 10	TX/Fibre/Facilities	SEACOM	
14	Stutterheim	32°34'25"S 27°25'18.34"E	Cnr Muller Str & Reis Ave, Stutterheim, East, NLD 10	TX/Fibre/Facilities	SEACOM	
15	Hanover	31°42'44.3"S 24°26'28.68"E	Next to Caltex, Hanover, NLD 3 & 4	TX	MTN	
16	FibreCo HQ		Woodlands Drive Office park, 5 Woodlands, JHB Metro	TX/Fibre/Facilities	SEACOM	
17	Internet Solutions Bryanston JHB	26°23'48.84"S 28°12'5.97"E	Le Mans Building, The Campus, 57 Sloane Str, JHB Metro	IP/ TX	Internet Solutions	
18	Internet Solutions Parklands JHB	26°8'47.56"S 28°21'2.64"E	78/9 Keyes Ave, Rosebank, (Parking) 9 Walter, JHB Metro	IP/ TX	Internet Solutions	
19	Internet Solutions Port Elizabeth		Block 8, 3rd Floor Mutual Place Cnr. Cape a, PE Metro	IP/ TX	Internet Solutions	
20	Internet Solutions BFN	29°6'34.93"S 26°12'56.51"E	24 Barnes Street, Bloemfontein, BFN Metro	IP/ TX	Internet Solutions	
21	Internet Solutions Bree Street	33°55'6.31"S 18°25'14.18"E	The Terraces, 11th Floor, 34 Bree Street, CPT Metro	IP/ TX	Internet Solutions	
22	Internet Solutions East London	33°58'59.87"S 27°54'15.02"E	Vicent Park, Office Tower, 3rd Floor, 27 De, ELI Metro	IP/ TX	Internet Solutions	
23	Internet Solutions Umhlanga	29°43'49.85"S 31°43'31"E	3 Sugar Close, KZN Metro	IP/ TX	Internet Solutions	
24	Kikvorsfontein	31°36'15.08"S 27°31'35.18"E	Next to Telkom Tower, NLD 3 & 4	TX	MTN	
25	Laingsburg	33°11'40.12"S 20°50'44.30"E	Cnr Van Riebeeck & Voortrekker, St Laingsburg, NLD 3 & 4	TX	MTN	
26	Leeu Gamka (Transnet)	32°46'34.90"S 21°58'34.38"E	Transnet Property, NLD 3 & 4	TX	MTN	
27	Melkbosstrand CT	33°43'31.19"S 18°26'38.66"E	Cnr 15th Ave & Mostert, Melkbosstrand, CPT Metro	TX	Openserve/ Telkom	
28	MTN Beaufort West	32°13'13.62"S 22°34'58.50"E	Transnet Property, NLD 3 & 4	TX	MTN	
29	Klerksdorp	28°16'11.40"S 29°7'39.19"E	Pienaars Street, Klerksdorp, NLD 2	TX/Facilities	SEACOM	
30	Kimberly	28°16'11.40"S 29°7'39.19"E	ERF 244, Murray between Percy & Vowe st, NLD 2	TX/Facilities	SEACOM	
31	Germiston	26°12'48.71"S 28°9'35.75"E	c/o Long and Human Street, Germiston, NLD 1	TX/Facilities	MTN	
32	Heidelberg	26°30'38.29"S 28°21'31.64"E	c/o Schoeman & Albert Street, NLD 1	TX/Facilities	SEACOM	
33	Welkom Farm	27°10'8.29"S 28°42'26.51"E	N3 South about 20km, R103 (Velliers), NLD 1	TX	MTN	
34	Pretorius	27°52'49.28"S 28°56'44.45"E	Warden west on R714, approximately 20km fr, NLD 1	TX	MTN	
35	Ladysmith	28°32'29.27"S 29°49'6.59"E	ERF 244, Murray between Percy & Vowe st, NLD 1	TX/Facilities	SEACOM	
36	Estcourt	29°0'55.11"S 29°51'54.34"E	Bloukrans road 44, Ladysmith, Industrial Av, NLD 1	TX/Fibre/Facilities	MTN	
37	Klipplaatdrift (VDC)	TBA	c/o Alexandra and Keate Street, 99 Alexand, NLD 1	TX	VDC	
38	Pietermaritzburg Link Africa	-29.60503 30.38214	c/o Chief Albert & Burger Street, 249 Burger, NLD 1	TX/Facilities	Link Africa	
39	New Germany	29°48'21.15"S 30°52'41.48"E	NLD 1	TX	MTN	
40	Prince Albert (Transnet)	32°58'57.16"S 21°41'23.72"E	Transnet Property, NLD 3 & 4	TX	MTN	
41	Richmond	31°24'50.57"S 23°56'40.72"E	Erf 629, Pienaars Street, Richmond, NLD 3 & 4	TX	MTN	
42	Springfontein	30°17'32.34"S 25°42'54.57"E	Springfontein, NLD 3 & 4	TX	MTN	
43	Teraco Isando	26°8'17.69"S 28°11'49.46"E	5 Brewery Street, Isando, JHB	JHB Metro	TX	Teraco
44	Teraco Riverhorse	29°46'42.95"S 30°59'29.92"E	1 Riverhorse, Valley Park, East Newlands, NLD 3 & 4	JHB Metro	TX	Teraco
45	Teraco Rondebosch	33°58'13.79"S 18°27'54.26"E	Great Waterford Building, 240 Main Road, KZN Metro	CPT Metro	TX	Teraco
46	Three Sisters	31°53'6.945"S 21°5'26.97"E	Transnet Property, NLD 3 & 4	TX	MTN	
47	Townsville	33°19'49.53"S 20°1'45.11"E	Vacant land, NLD 3 & 4	TX	MTN	
48	Tygerberg MTN	33°53'33.80"S 18°33'51.00"E	Erf 36038, Goodwood, Cape town, CPT Metro	TX	MTN	
49	Yzerfontein (WACS)	33°20'29.21"S 18°12'7.25"E	CPT Metro, TX/Facilities	SEACOM		
50	CSIR	-25.744757; 28.277297	CSIR Site, Meiring Naude Rd, Scientia 627-Jr, JHB Metro	TX	CSIR	
51	Liquid Midrand	-26.009886; 28.119694	401 Old Pretoria Rd, Halfway House, Midrand, JHB Metro	TX / IP	LIT	
52	Eaton		24 Gregorian Crescent (Newham), JHB Metro	IP	DFA	
53	Muswell		9 Conduct Muswell road Peering, JHB Metro	IP	DFA	
54	Aan Crescent		150 Linden Street, Sandton, JHB Metro	IP	DFA	
55	Fourways		Corner of Sunrise Boulevard & William Nico, JHB Metro	IP	DFA	
56	Rosebank		Jan Smuts & Dunkeld West, Dunkeld, JHB Metro	IP	DFA	
57	Randburg - Motocity		Cnr hammer & Mallongwae Streets, Strijdom, JHB Metro	IP	DFA	
58	Santon - Adrenal Campus		Cnr Aline Lane & Fredman, JHB Metro	IP	DFA	
59	Malboro - Zinto's		Zinto's Cnr 2nd & 2nd road, Limbro, JHB Metro	IP	DFA	
60	Sanderwood		Hurdle Park Golf Club, Club Str, Linksfield, JHB Metro	IP	DFA	
61	Johannesburg CBD		120 End Street, Johannesburg, JHB Metro	IP	DFA	
62	Corner on Main		Cnr Main and Payne, Bryanston, JHB Metro	IP	SEACOM	
63	Royal Palm		26 Washingtonia drive, Halfway house, Midrand, JHB Metro	IP	DFA	
64	Medicharge - Centurion		240 Lenchen Ave, Centurion, JHB Metro	IP	DFA	
65	Hertzner		21 Landmarks Ave, Centurion, JHB Metro	IP	Hertzner	
66	Fairlands		Cnr William Nicol Rd & Joseph Lister Street, JHB Metro	IP	DFA	
67	Lynwood/ Perseuor Park		38 Gen Van Reyneveld Street, JHB Metro	IP	DFA	
68	Faerie Glen		Cnr Garsfontein & Rubenstein Drive, JHB Metro	IP	DFA	
69	Pretoria CBD		Cnr Strudsen & Schubart, JHB Metro	IP	DFA	
70	Monumentpark		Skilpad Street, JHB Metro	IP	DFA	
71	Alberton		1 Voortrekker rd, Alberton, JHB Metro	IP	DFA	
72	Germiston		Germiston South Primary Joubert Str, Germiston, JHB Metro	IP	DFA	
73	Ravenswood		609 Trichards Rd, Ravenswood, JHB Metro	IP	DFA	
74	Kempton Park		Cnr Voortrekker & Wolf Str, Kempton Park, JHB Metro	IP	DFA	
75	Irene		Goedeheop Avenue, JHB Metro	IP	DFA	
76	Turfontein		66 Amanda Street, JHB Metro	IP	DFA	
77	Riverside Junction		Erf 1618 Bryanston, Cnr Bryanston drive and, JHB Metro	IP	SEACOM	
78	Mayersdal		Phillip Engelbrecht Street, Alberton, JHB Metro	IP	SEACOM	
79	HQ Bedfordview		1 Abroath rd, Bedfordview, JHB Metro	IP	SEACOM	
80	Commerce Square		39 Revonia Drive, JHB Metro	IP	SEACOM	
81	Santon City		Santon City BMS Room, Cnr Rivonia and San, JHB Metro	IP	SEACOM	
82	54 Glenhove		54 Glenhove, Rosebank, JHB Metro	IP	SEACOM	
83	Heerengracht		87 De Korte Str, Braamfontein, JHB Metro	IP	DFA	
84	Brampark		33 Hoofd Str, Braamfontein, JHB Metro	IP	SEACOM	
85	3 Gwen		3 Gwen Ln, Santon, JHB Metro	IP	SEACOM	
86	Comaro		Cnr Stennbok & Comaro Str, Bassonia, JHB Metro	IP	SEACOM	
87	The Forum		2 Maude Str, Santon, JHB Metro	IP	SEACOM	
88	Woodhill Office Park		Phillip Engelbrecht Street, Alberton, JHB Metro	IP	SEACOM	
89	Edenburg Terraces		Rivonia Boulevard, JHB Metro	IP	SEACOM	
90	Hydepark Corner Offices		Cnr 6th and Willam Nicol, Hydepark, JHB Metro	IP	SEACOM	
91	25 Owl Street		25 Owl Street, JHB Metro	IP	SEACOM	
92	57th 6th Road, Office Park		57th 6th Road, Hydepark Santon, JHB Metro	IP	SEACOM	
93	Willow Vale Office Park		Van Hoof Road, Ruimsig, Rooodeport, JHB Metro	IP	SEACOM	
94	Isle of Houghton (Randgold)		36 Boundary Rd, Houghton Estate, Johannesburg, JHB Metro	IP	SEACOM	
95	Belville		Ground & First Floor level, 21 Durbanville, CPT Metro	IP	DFA	
96	Forschoer - Oceana House		25 Jan Smuts Street, CBD, Cape Town, CPT Metro	IP	DFA	
97	Matroosfontein - TSU Protection Services		Cnr Montrealeand Borchards Quarry Road, Al, CPT Metro	IP	DFA	
98	Goodwood - NG Kerk Vasco		53 Vasco Blvd, Vasco Estate, Cape Town, CPT Metro	IP	DFA	
99	Delft		Unit1, Excalibur Park, Burkeraube Crescent, CPT Metro	IP	DFA	
100	Montague Gardens - Ardenn Grove		Cnr Racecourse and Omuramba Road, Montagu, CPT Metro	IP	DFA	
101	Pinelands		1 Lonsdale Way, Pinelands, Cape Town, CPT Metro	IP	DFA	
102	Stellenbosch - Aan De Gragt		Plein Street, Stellenbosch, Cape Town, CPT Metro	IP	DFA	
103	Wynburg - Westlake - Conduct PP		43 Bell Crescent, Westlake Business park, Cape Town, CPT Metro	IP	DFA	
104	Century City		Optical Exchange Node, Slipway, Century City, CPT Metro	IP	Century City Connect	
105	Waterfront		V & A Waterfront, Cape Town, CPT Metro	IP	TBC	
106	Edstun		2 Iohuseni Rd, KZN Metro	IP	MTB	
107	Umhlanga DFA		90 Amstrang Avenue, Umhlanga Rocks, KZN Metro	IP	DFA	
109	Pinetown DFA		Pinetown, Christ, Church, KZN Metro	IP	DFA	
110	Durban CBD DFA		Durban CBD, Redefine Towers, KZN Metro	IP	DFA	
111	Westville, Kent, House		Westville, Kent, House, KZN Metro	IP	DFA	
112	Clarendon Girls High		1A Union Ave, Selborne, East London, 5200, ELI Metro	IP	DFA	
113	DFA Aggr Node Port-Elizabeth Aggr PE Exclusive Foods		TBC, PE Metro	IP	DFA	
114	Liquid East London		Beaconhurst, East London, 5241, ELI Metro	TX	LIT	
115	Liquid Port Elizabeth		TBC, ELI Metro	TX	LIT	
116	Brakenfell (CT2)		TBC, CPT Metro	TX / IP	Teraco	
117	Bredell		TBC, TBC	TX / IP	Teraco	
118	Yzerfontein (FibreCo)		opposite WACS facility, CPT Metro	TX/IP	SEACOM	

Initial

RS

ANNEXURE H

SERVICE LEVEL AGREEMENT AND PENALTIES

1. Severity Levels

Priority Level	Description
Critical	<p>Any Fault or network condition leading to service interruption</p> <p>A fault or failure that causes service interruption or permanent failure on any portion of the network that results in a direct and significant loss in Beneficial Use of the System. The Service Provider must, within the Response Time periods detailed below, provide restoration services (temporary if permanent restoration not possible) as required. In the event of temporary restoration, the Service Provider will provide proposed plans and quotations to effect permanent repair. The Service Provider will remain on site until the service is restored to FibreCo's satisfaction.</p> <p>Faults such as, but not limited to:</p> <ul style="list-style-type: none"> • Break or failure in Optical Fibre resulting in total or major loss in transmission capabilities; and • Equipment failure or reduction in traffic handling capacity.
Major	<p>Any situation, fault, failure or event that may result in a critical severity level if not attended to</p> <p>Any situation, fault, failure or event that is not impacting on service quality but may result in a critical severity level with associated service interruption/degradation if not attended to. This shall include the failure of redundant equipment and failures that could potentially lead to a loss of revenue if not corrected within the MTTR time period. The Service Provider must, within the time periods detailed in the table below, provide temporary restoration services and propose permanent solutions.</p> <p>Emergencies such as, but not limited to:</p> <ul style="list-style-type: none"> • A problem that threatens to escalate to Critical priority; • Technical problem of ancillary equipment and/or associated alarm, monitoring and control systems; • Loss of diagnostic functionality; • Significant degradation of access to facilities that impacts maintenance activities; • Significant degradation of equipment and/or fibre; • Failure of any utility at the equipment shelters; • Infrastructure or cable exposed (e.g. due to works, erosion, etc.) that may result in damage if not addressed; • Lack of security e.g. exposed/open manholes, hand holes, no locks; and • Third party works performed close to the network infrastructure, without prior notification, which could endanger the network.
Minor	<p>Events that do not impact service and require no immediate (urgent) attention. Execution can be prioritised.</p> <p>Queries and problems such as, but not limited to:</p> <ul style="list-style-type: none"> • Failure causing non-critical warnings and alerts; • Minor reinstatements to be performed; • Any problem deemed less significant than the ones above, i.e. any visual problem on infrastructure and facilities which would not be classified as of Critical or Major severity; • No impact on customers; • Minor replacements; • Minor repairs to infrastructure; • Third party works, notified in advance, which requires/necessitates some action by FibreCo and/or the Contractor, and

Initial

RS

- Finalisation of As-Built documentation.

2. Service Levels

Response times and Update intervals are indicated in the tables below.

2.1. Fault restoration and resolution response times

Priority Level	Service cover to be provided	Max Time to respond (per incident)	Max Time to arrive at incident	Max Time to temporary restore or work-around (per incident) MTTR	Permanent Solution time (action plan submitted)
Critical	24 hours/day x 365 days/year	Immediate	2 hours	4 hours in total	4 days
Major	24 hours/day x 365 days/year	30 minutes	4 hours	8 hours in total	4 days
Minor	Business hours (08:00 to 16:30, Monday to Friday)	Next Business Day	N/A	2 Business Days	4 days

2.2. Update intervals

Priority Level	Update Interval (before restore/work-around completed)	Update Interval (after temporary restore/work-around until permanent solution submitted)
Critical	Every 1 hour by phone	Daily by e-mail
Major	Every 2 hours by phone	2 x per week by e-mail
Minor	1 per week by e-mail	Bi-weekly by e-mail

3. SLA and Service Credits

- a. Service Credits due to SEACOM as a result of SLAs not been achieved will be calculated based on the table below.

ALL FAULTS		
Network Restored after	Network Restored before	Penalty %
4 Hours	8 Hours	10%
>= 8 Hours	16 Hours	15%
>= 16 Hours	24 Hours	20%
>= 24 Hours	N/A	30%

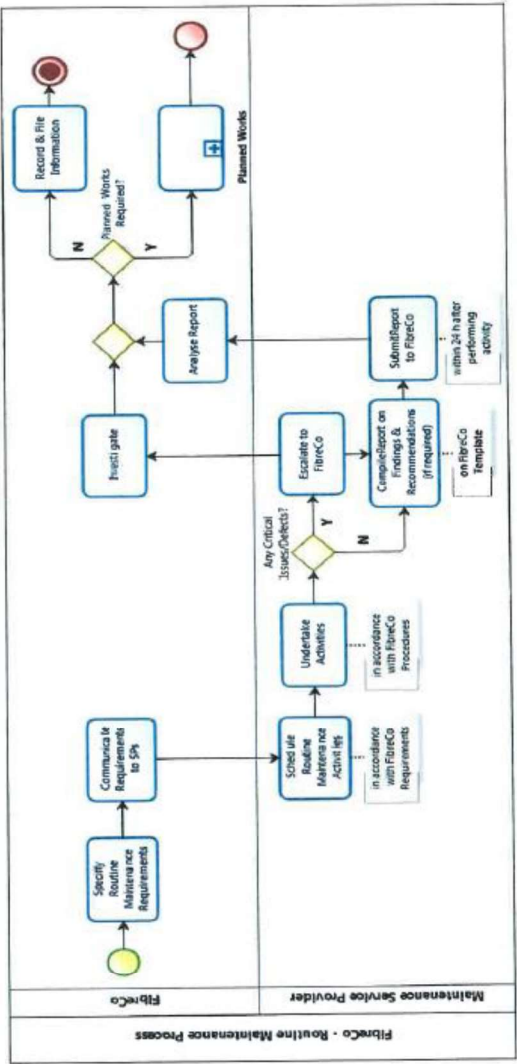
- b. The Service Credit will be calculated based on the penalty percentage (%).

- c. Service Credits due to SEACOM will be credited to SEACOM monthly in arrears and detailed on the applicable monthly invoice. Where Service Provider has failed to pass the credit, SEACOM will be entitled to set off any credit due against the Service Fee.
- d. Service Credits will be calculated as a percentage (%) of the monthly Service Fee.
- e. The Service Credit calculation i.r.o. transmission equipment-related incidents will be based on the inability to assist in restoration activity under the guidance of the SEACOM NOC or SEACOM operations specialist, *albeit* due to insufficient skills as required, lack of maintenance enabling equipment, or non-compliance to SLA requirements e.g. responsiveness after dispatch to effect required remedy within the allowable time (MTTR).
- f. SEACOM may terminate this Service Schedule 1 (in whole or in part) in writing and without penalty, if Service Provider r fails to meet the SLA of more than three (3) Faults in a quarter.

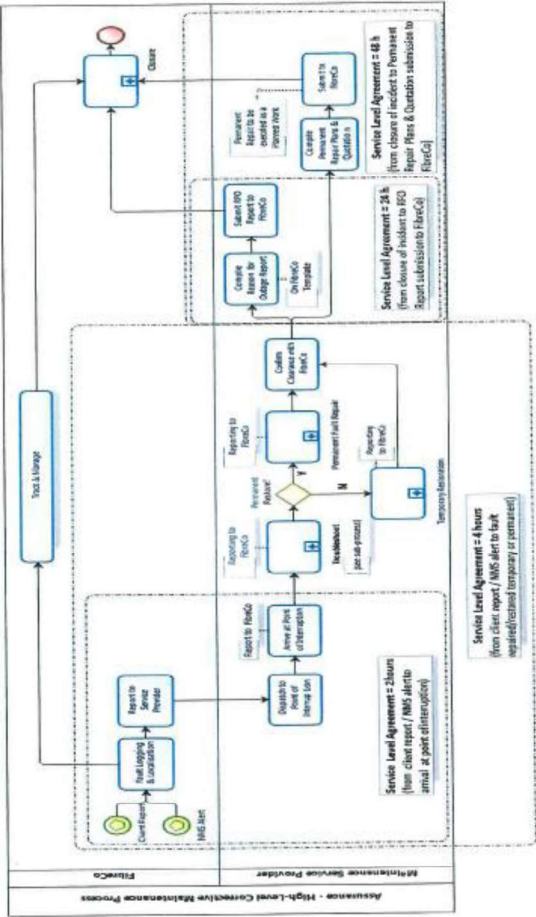
Initial
RS

ANNEXURE I

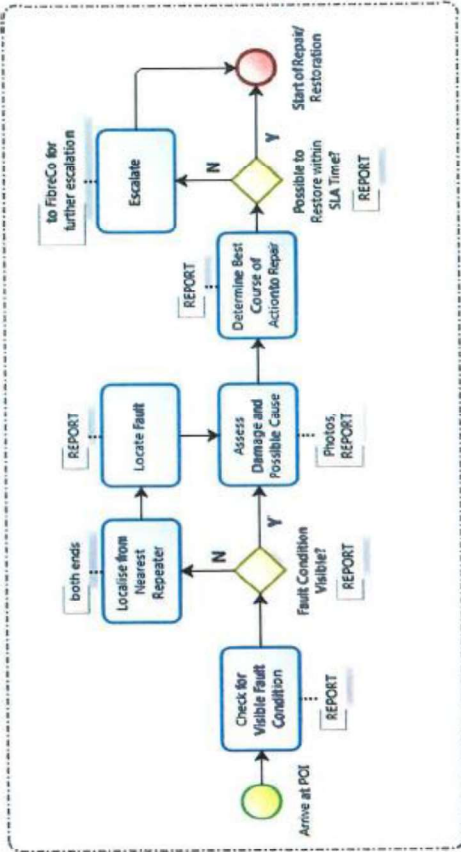
Routine Maintenance Process



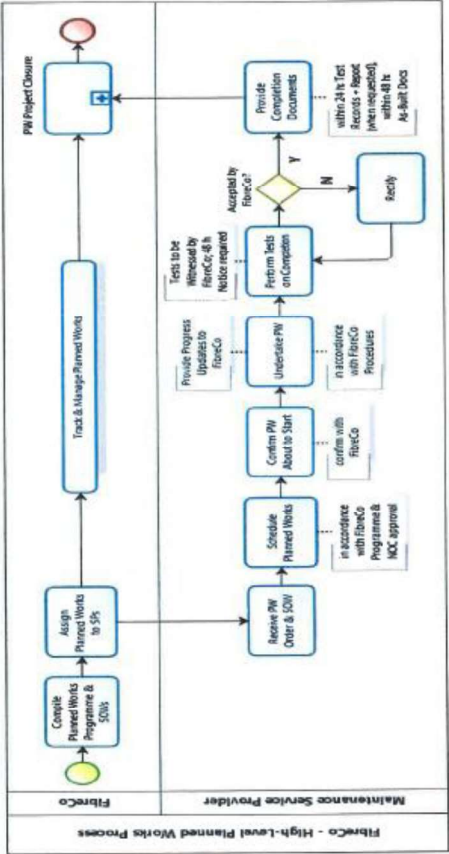
Corrective Maintenance Process



Troubleshoot Sub-Process



Panned Work Process



Spares Management Process

