

SWIFTNET (PTY) LTD NATIONAL WIRELESS DATA TELECOMMUNICATIONS SERVICE LICENCE

NATIONAL WIRELESS DATA TELECOMMUNICATIONS SERVICE LICENCE

Issued to Swiftnet (Pty) Ltd of Block C, Tuinhof Building, 265 West Avenue, Centurion, Gauteng, in terms of the Electronic Communications Act No. 36 of 2005 and amended in terms of paragraphs 15.3 and 16 of its National Wireless Data Telecommunication Service Licence.

DEFINITIONS

In this Licence:

- (a) all words and expressions used shall, unless the context otherwise requires, have the same meaning as ascribed thereto in terms of the Electronic Communications Act.
- (b) unless the context otherwise requires:

“Access Agreement” means the National Wireless Data Telecommunications Access Agreement entered into between the Authority and Telkom;

“Applicable Interest Rate” means a rate of 3% above the prime interest rate as published from time to time of the South African Reserve Bank established by section 9 of the Currency and Banking Act, No 31 of 1920, and operating in terms the South African Reserve Bank Act, No 90 of 1989;

“Authority” means the Independent Communications Authority of South Africa (ICASA), established in terms of the ICASA Act 13 of 2000;

“Base Station” means the equipment used to interface Radio Links with any other telecommunications network;

“Commercial Date” means 25 August 1995;

“Customer” means any person who has applied in writing or otherwise to enter into a contract for the provision of the Service with the Licensee or a Service Provider or has concluded such a contract;

“Connection Agreement” means the agreement between any person licensed to provide telecommunications services and the Licensee defining the commercial and technical arrangements for:

- (a) the transfer of messages in either direction between any person licensed to provide telecommunications services and the Licensee; and
- (b) the use of Leased Connections;
- (c) the provision of related services; and
- (d) the charging and payment of any fee, tariff or charge by any person licensed to provide telecommunications services to the Licensee and vice versa

“ITU-T” means the Telecommunications Standardisation sector of the International Telecommunications Union previously known as CCITT;

“Leased Connection” means a Telecommunication Facility connecting two points neither of which is Terminal Equipment and complying with ITU- T recommendations, from any person licensed to provide telecommunications services and who is permitted to provide Telecommunications Facilities, by the Licensee used between the WDN elements and required for the provision of the Service;

“Licence” shall mean this Licence, including any Annexures to this Licence;

“Licensed Line” means a Telecommunications Facility or any part thereof, including Radio Links, which the Licensee in terms of this Licence is authorised to construct, maintain and operate;

“Message”, means any data signal sent or to be sent for conveyance by means of a Licensed Line;

“Net Operational Income” means the total invoiced revenue of the Licensee (less discounts, VAT and other indirect taxes) derived from the Customers of the Licensee for the provision to them of the service, less net Interconnection Fees and bad debts actually incurred and as provided for in terms of the Income Tax Act;

“NUA” means Network User Address, a 6-digit identification number uniquely allocated by the Licensee to each Terminal Equipment port on the Radio Terminal;

“OMC” means the Operations and Management Centre installed, maintained, and operated by the Licensee for the purpose of controlling and managing the WDN in the course of providing the Service including billing;

“Own Connection” means a Telecommunication Facility connecting two points neither of which is Terminal Equipment and complying with ITU-T recommendations, used by the Licensee for the provision of the service and not provided by any other telecommunications licensee, used between WDN elements and required to manage and control the service;

“Price Cap” means $CPI-X$, where: CPI is the Consumer Price Index for all goods as published by Statistics South Africa, from time to time; and

X is the productivity factor to be determined every two years by the Authority after consultation with the Licensee;

"Radio Licence" means the licence granted by the Authority to the Licensee in terms of the Radio Act and recognised in terms of section 30(5)(a) of the Act for the provision of the Service;

"Radio Link" means the radio communications path established for the purposes of linking Radio Terminals with Base Stations, in accordance with the conditions of this Licence and the relevant Radio Licence;

"Radio Terminal" means type approved radio equipment required by a Customer to access Radio Links of the Licensee;

"SAPONET-P" means the Data Telecommunications Network operated by Telkom;

"Service" means the service by the Licensee provided to Customers, consisting of:

- (a) the provision of any Licensed Line;
- (b) the conveyance of any Message by means of such Licensed Line; and
- (c) accessing interconnected telecommunications networks.

"Service Provider" means any person who is in the business of providing the Service to its Customers and which has a contract with the Licensee for such purpose;

"Telecommunication Facility" has the meaning as defined in the Act;

"Terminal Equipment" means equipment forming part of a Radio Terminal or equipment on the same or adjacent premises connected to a Radio Terminal, which may be used by a Customer to send and/or receive Messages which are to be or have been conveyed by means of the WDN and which has been approved by the Authority;

"Territory" means the geographical area of the Republic of South Africa;

"Turnover" means the total sales revenue of the business of the Licensee;

“Universal Service Obligations” means the obligations as may be imposed by the Authority from time to time to improve universal service and universal access;

“WDN” means the Wireless Data Network operated and maintained by the Licensee in terms of this Licence. ;

1. LICENCE FEES

1.1 In consideration for the granting to the Licensee of the rights to construct, maintain and use a WDN as provided for in paragraph 2, the Licensee shall pay to the Authority:

- (a) An amount of R 500 000 (five hundred thousand Rand) payable on date of issue of this licence.
- (b) An annual amount constituting 1% of the Audited Net Operational Income of the Licensee payable within three months after the end of the first year of the Licence and thereafter quarterly on assessed net operational income within 45 days of the end of such quarter to be adjusted immediately on receipt of the audited annual statements of the Licensee.
- (c) The fees payable for and in respect of any extension of the licence period beyond the original validity period contained in paragraph 4.3 shall be as determined by the Authority.
- (d) Periodical contributions to the Universal Service Fund in accordance with the Act.

2. LICENCE AUTHORITY

2.1 The Licensee is authorised by this licence on a non-exclusive basis to construct, maintain and operate a national WDN for the Territory to:

- (a) provide the Service; and
- (b) connect Terminal Equipment for the provision of Service; and
- (c) interconnect with any person duly licensed to provide Telecommunication Services in terms of the Act,

all of which subject to the provisions of paragraph 3.

2.2 The above rights may be exercised through agents, contractors or Service Providers of the Licensee. The Licensee shall be responsible for their acts or omissions in respect thereof on the basis that:

- (a) the liability of the Licensee for any acts or omissions of any Service Provider in relation to the exercise of such rights, shall be limited to acts or omissions which constitute a contravention of the conditions of this licence;
- (b) the Licensee shall stipulate adequate provisions in its contracts with its agents, contractors and Service Providers to ensure that their exercise of any of the above rights do not contravene the conditions of this licence;
- (c) should an agent, contractor or Service Provider of the Licensee commit any act or omission in contravention of a condition of this licence, the Licensee shall upon becoming aware thereof act as expeditiously as is reasonably possible to remedy such contravention; and

(d) the Authority shall upon becoming aware of any contravention of licence conditions by agents, contractors or Service Providers of the Licensee or any complaints lodged with the Authority in relation thereto forthwith in writing notify the Licensee accordingly.

2.3 Nothing in this licence shall be construed or understood as to relieve the Licensee or any other party of the obligations to comply with any other applicable Statutory prohibition or obligation and in particular the obligations to comply with the provisions of the Act and any Universal Service Obligations.

2.4 The licence shall not be transferable unless the prior written approval of the Authority has been obtained and then only on such conditions as it may prescribe, including the payment of a fee.

3. LICENCE DETAILS

3.1 Subject to paragraph 3.2 the Licensee shall:

(a) use Leased Connections for all connections other than Licensed Lines unless all persons permitted to provide Telecommunication Facilities have indicated in writing in compliance with the Interconnection Agreement that they are individually unwilling or unable to provide such Leased Connections, in which instance the Licensee may apply to the Authority for approval for it to procure or construct and to use Own Connections; and

(b) connect the WDN using any appropriate protocols or connections.

- 3.2 The Licensee is hereby authorised to procure, construct, maintain and use Own Connections to connect its own WDN elements if these elements are installed on the same premises as well as adjacent premises occupied by the Licensee.
- 3.3 All calls originating within or destined for the WDN shall be routed via exchange of the telecommunications service licensee.

4. COMMENCEMENT AND PERIOD OF LICENCE

-) 4.1 The licence does not authorise the use of any Licensed Line until after:
- (a) the amount specified in paragraph 1.1(a) and the applicable Radio Licence fees have been paid;
 - (b) the date when the Connection Agreement referred to in paragraph 6.1 has been approved by the Authority or the date by which an agreement is reached with the Authority obliging the Licensee to conclude such Connection Agreement; and
 - (c) the date when the shareholding requirements contained in paragraph 14 have been complied with.
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- 4.2 Notwithstanding the provisions of paragraph 4.1 the Licensee shall be entitled from 1 January 1995 to undertake testing of its Licensed Lines, which may include providing Service by means of not more than 100 Radio Terminals.
- 4.3 Subject to the conditions of this licence and any other authoritative instrument applicable either to this licence or to the operations of the Licensee the validity period of this licence shall be 10 years from the Commercial Date provided that

either party may terminate this licence upon 1 (one) year written notice to the other, provided further that no such notice may be given by the Authority within 9 (nine) years after the Commercial Date.

- 4.4 Should no notice of termination be given in terms of paragraph 4.3 this licence shall automatically be renewed for a further period of 1 year on *mutatis mutandis* the same terms and conditions unless the Authority and the Licensee agree in writing on any new or amended terms and conditions.

5. PERFORMANCE SPECIFICATIONS

- 5.1 The Licensed Lines installed, maintained and used by the Licensee shall throughout the term of the licence conform to such specifications and standards and ITU-T recommendations as prescribed by the Authority.
- 5.2 The Licensee shall at all times fully comply with the radio regulations of the International Telecommunication Union and its associated organisations as they apply to the Republic of South Africa from time to time.
- 5.3 The Licensee shall introduce measures and use its resources to ensure that apparatus owned by the Licensee in the Licensed Lines and Terminal Equipment shall comply with:
- (a) the requirements for Electro Magnetic Compatibility; and
 - (b) the requirements for network interface,

both as prescribed by the Authority in accordance with international specifications and standards.

- 5.4 If requested by a Customer the Licensee shall provide such Customer with a personalised account which shall contain at least the following level of detail: name, address, NUA, account number, number called, time of call, call duration and call charge.
- 5.5 The Licensee shall not provide Service to Customers other than by means of Terminal Equipment.

6. INTERCONNECTION OF NETWORKS

- 6.1 The Licensee shall be entitled to conclude an Interconnection Agreement with any other telecommunications licensee as permitted in terms of the Act.

7. CUSTOMER PRIVACY

- 7.1 The Licensee shall use all reasonable endeavours to ensure that information obtained or received in the performance of the Service by itself or its Service Providers is kept confidential, not disclosed or made accessible to third parties, unless required by law, or used otherwise than for the purposes or furtherance of the Service.
- 7.2 The Licensee shall not directly or indirectly communicate any information about a Customer otherwise than in the normal course or conduct of the business of the Licensee to any other business of the Licensee or any other person.

8. FAIR TRADING

- 8.1 The Licensee and its agents, contractors and Service Providers shall not show any undue preference to, or exercise undue discrimination against any person or class or description of persons in respect of the provision of any Service or in respect of the construction or maintenance of the Licensed Lines.
- 8.2 The Licensee shall include a provision in its contracts with its Service Providers requiring that they comply with a code of practice for consumer affairs to be established by the Licensee containing at least the following:
- (a) guidance to Customers in respect of disputes or complaints relating to the provision of the Service by them;
 - (b) advice to Customers on charging and billing and concerning such enquiries;
 - (c) advice and procedures on the proper use of the Service by Service Providers and Customers;
 - (d) Standards of conduct expected in the provision of the Service by Service Providers to Customers.
- 8.3 Notwithstanding the provisions of paragraph 8.1, the Licensee may provide Service to a Customer or Service Provider on charges, terms and conditions which are preferential if the charge in question is in accordance with a tariff plan duly approved by the Authority.

- 8.4 The sharing of the Licensee's infrastructure and physical facilities with other similarly licensed persons and the terms and conditions thereof shall be subject to the prior approval of the Authority.
- 8.5 The Licensee shall, upon request, lodge with the Authority representative sample copies of all contracts relating to the Service or the provision of the Service entered into between the Licensee and any Customer, Service Provider and supplier of telecommunications facilities.

9. ACCOUNTS

- 9.1 The Licensee shall maintain proper accounting records in accordance with a Chart of Accounts and Cost Allocation Manual to be prescribed by the Authority. Until such time the Licensee shall maintain proper accounting records in accordance with generally accepted accounting practice in such form as is sufficient to show all the activities and explain the transactions of the Licensee and of each of the Licensee's businesses engaged in:
- (a) the construction of the Licensed Lines;
 - (b) the maintenance of the Licensed Lines;
 - (c) payment for construction of Leased Connections and Own Connections;
 - (d) payment for rental/maintenance of Leased Connections and Own Connections;
 - (e) its principal business;

- (f) the supply of Terminal Equipment;
- (g) the provision of supplementary services;
- (h) such other categories as the Authority may from time to time require,

separately from each other and from the other businesses or activities of the Licensee.

9.2 The Licensee shall record in such accounting records at full or market related cost any material transaction between:

- (a) it and any of the businesses of the Licensee;
- (b) one such business and another; and
- (c) it and any other person in which the Licensee has shares; and
- (d) it and any other person who has shares in the Licensee or in the shareholders of the Licensee; and
- (e) it and a subsidiary company as defined in the Companies Act, Act No 61 of 1973 of such Licensee.

9.3 Within 3 months of the end of each financial year of the Licensee, the Licensee shall present to the Authority audited annual financial statements prepared in accordance with generally accepted accounting practice and as approved by the Licensee.

10. TARIFFS AND FEES

- 10.1 The Licensee shall not charge any tariffs or fees for the Service and any other services whatsoever, until such tariffs and fees have been lodged by notice in writing with the Authority.
- 10.2 The tariffs and fees must be in a form approved by the Authority which shall provide written reasons in the event of non-approval. The notice must state the period (i.e. the term) for which it is to be in force. The term must not begin before the tenth working day after the notice has been lodged with the Authority. In relation to each kind of service the Licensee proposes to offer during the term, the notice must set out:
- (a) a description of the service; and
 - (b) details of the nature and amounts of charges payable for the service.
- 10.3. If the charges in a tariff plan vary in their nature, amount or both, the notice must set out the reasons why and how the charges vary.
- 10.4. The notice must be precise and detailed enough to be used to work out the nature and the amounts of charges payable for the supply of the Service.
- 10.5. The Licensee shall not without the approval of the Authority increase any existing tariff by an amount which is greater than the Consumer Price Index for all goods, unless such a charge constitutes a special promotion for marketing or advertising purposes. If the Authority disallows or delays a proposed tariff increase, it shall provide written reasons, thereof to the Licensee.
- 10.6. The Licensee shall publish details of its tariffs and fees and any other terms and

conditions on which its services are provided by:

- (a) making them available for inspection at its major places of business during normal business hours, and
- (b) sending the appropriate parts thereof to any person who may request same.

11. FREQUENCIES

11.1 The Authority shall in accordance with the Frequency Band Plan as amended from time to time allocate for purposes of the licence to the Licensee for the duration of the licence, such frequencies as may be required to provide the Service.

11.2 Notwithstanding the provisions of paragraph 11.1 the Authority shall be entitled, at no cost to the Authority, to substitute a different frequency for any of the frequencies so assigned if this is necessary:

- (a) for implementation of any international agreement entered into by the Government of the Republic of South Africa;
- (b) to ensure the proper management of the radio spectrum; or
- (c) for the avoidance of harmful interference.

11.3 In the event of substitution of any frequency, the Authority shall give as much notice as is reasonably practicable and that, before taking any such action, shall consult the Licensee.

- 11.4 The Licensee shall only be entitled to utilise an assigned frequency after the issue of a valid Radio Licence covering such frequency.

12. CUSTOMER SERVICE STANDARDS

- 12.1 The Licensee shall develop, publish and enforce guidelines for use by its personnel when handling enquiries and complaints from a Customer to whom it supplies telecommunications facilities and provide similarly in its contracts with Service Providers.
- 12.2 The guidelines relating to enquiries and complaints are to be published and be made available to Customer at the commencement of Services to such Customer.
- 12.3 The guidelines must address the following areas of the provision of customer services:
- (a) the procedure for the handling of complaints by Customers complaints handling procedure or outcome of a complaint;
 - (b) procedures adopted by the Licensee to ensure the accuracy of a Customer's account;
 - (c) availability to Customers of quality of service information relating to the Licensee's network services;
- 12.4 The Licensee shall keep and maintain statistics on the quality of service of its Service and on complaints made to the Licensee by Customers with which the Licensee deals in accordance with the guidelines. The Licensee shall provide

these statistics to the Authority as the case may be, as part of the report referred to in paragraph 16.

- 12.5 The Authority may after Consultation with the Licensee publish the statistics kept in terms of paragraph 12.4 provided such publication shall relate to a period of not less than 3 months and shall be published together with similar information pertaining to any similarly licensed person.

13. REPRESENTATIVE

- 13.1 A telecommunications representative may be appointed by the Authority to assist in examining any bona fide complaints from the customers and the Licensee shall provide all reasonable assistance to such telecommunication representative for such purposes. The Licensee shall afford Customers (not being a Service Provider) and shall require that its Service Providers in their contracts give Customers the opportunity to refer the disputes between them relating to the Service to the telecommunications representative.
- 13.2 The Licensee or Service Provider shall provide all reasonable assistance to the telecommunications representative who shall in a fair and impartial manner have a right to adjudicate such disputes. The Licensee or Service Provider shall abide by all the decisions of and give effect to the written recommendations of the representative in respect of such adjudication.
- 13.3 In the event of the Licensee or the Service Provider disputing a finding of the representative or objecting to the outcome of the adjudication such disagreement or objection shall be submitted to the Authority for decision, which decision supported by written findings shall be final.

14. RESTRICTION ON TRANSFER OF SHARES, DIRECTORSHIPS, ETC

- 14.1 Subject to 14.2, the Licensee shall ensure that a minimum of 60% of the issued voting share capital of the Licensee vests in the category of residents of the Republic of South Africa as prescribed.
- 14.2 The requirement set out in 14.1 above shall be subject to the following conditions:
- 14.2.1 the Licensee shall ensure that at least 30% of the issued voting share capital of the Licensee vests in the category of residents referred to in 14.1 within 12 (twelve) months of the issue of the amended licence;
- 14.2.2 the Licensee shall ensure that at least 40% of the issued voting share capital of the Licensee shall vest in the category of residents referred to in 14.1 within 3 (three) years of the issue of the amended licence;
- 14.2.3 the Licensee shall ensure that at least 60% of the issued voting share capital of the Licensee shall vest in the category of residents referred to in 14.1 within 5 (five) years after licence amendment.
- 14.3 Any transfer of shares shall be subject to the applicable regulations and written approval of the Authority
- 14.4 The provisions of paragraphs 14.1 shall not preclude the shares of the Licensee from being listed on the Johannesburg Securities Exchange.

15. AMENDMENT

15.1 The Licence shall be amended as provided for in the Act.

16. REPORTING

16.1 The Licensee shall report in writing to the Authority within 30 days of 30 September and 31 March of each year.

16.2 Each report shall include particulars of the Service provided by the Licensee in terms of this Licence. The format of the report may be specified by the Authority.

17. REVOCATION

17.1 If any amount payable in terms of paragraph 1.1 and 2.4 of this licence is unpaid on the due date, the Authority may notify the Licensee in writing thereof. If the licensee does not make payment of such amounts within 30 days after receipt of such notice then the Authority may, revoke this licence by not less than 30 days written notice to the Licensee.

17.2 The Authority may, otherwise than is provided for in paragraph 17.1 revoke this Licence by written notice to the Licensee in the following circumstances:

(a) where the Licensee agrees in writing to such cancellation;

(b) if the Licensee is placed in liquidation, whether voluntarily or compulsory or is placed, under judicial management, either provisionally or finally;

(c) a breach of paragraph 14.1 where prior written approval of the Authority had not been obtained; and

(d) If the Licensee takes steps to deregister itself or is deregistered;

18 HELP LINE

18.1 The Licensee shall provide a help line service whereby any Customer may receive;

(a) assistance with the sending or reception of any Message ; or

(c) information about any aspect of the Licensee's Service.

19 NUMBERING ARRANGEMENTS

19.1 The addressing blocks 3000YYYYYY to 3999YYYYYY and 4000YYYYYY to 4999YYYYYY within the national addressing structure of SAPONET-P are allocated for the use by the Licensees. Within these addressing blocks 3000 to 3999 and 4999 (the first four digits) will be used for Base Station addressing and YYYYYY represents the 6-digits NUA

19.2 The Authority shall inform the Licensee of the actual addressing blocks allocated to the Licensee and of the amendments thereto as may take place from time to time. In any event the minimum allocation to the Licensee shall be one quarter (1/4) of the total allocation in paragraph 20.1 The allocation to the first Licensee shall be 3X00YYYYYY to 3X24YYYYYY and 4X00YYYYYY to 4X24YYYYYY where the second digit (X) has the value from 0 to 9.

- 19.3 Paragraphs 19.1 and 19.2 above shall not be construed as limiting the Licensee to using only the specified allocated addressing structure.
- 19.4 The Licensee shall manage its numbering in accordance with such regulations as may be applicable from time to time.
- 19.5 Allocation of addresses by the Licensee to its Customers within its allocated addressing blocks will be under the Licensee's discretion and control.

20 METERING AND BILLING ARRANGEMENTS

- 20.1 The Licensee shall provide to any customer detailed billing which accurately records the extent of the Service provided to such Customer for the relevant billing period.
- 20.2 The Licensee shall set out in any account or invoice sent to any Customer the true extent of the Service actually provided to that Customer in the period to which the account or invoice relates.
- 20.3 The Licensee shall:
- (a) open its metering and billing system for inspection by the Authority at any reasonable time and shall co-operate in facilitating any such inspection; and
 - (b) alter, adapt, modify or improve such system in accordance with any reasonable requirement which the Authority may specify for the purpose indicated in paragraphs 21.1 and 21.2 above.

20.4 The Authority agrees that:

- (a) when inspecting the Licensee's metering and billing system in terms of paragraph 20.3, the Authority will give reasonable notice to the Licensee concerned except in any case where same would frustrate the purpose of the inspection; and
- (b) before specifying any alteration, adaptation, modification or improvement the Authority will:-
 - (i) take account of the general state of development of the Licensee's networks and the availability of finance to the Licensee; and
 - (ii) consult the Licensee and take account of any representations made by the Licensee.

21 CONNECTION AND USE OF TERMINAL EQUIPMENT

21.1 The Licensee shall:

- (a) permit any Customer to connect Terminal Equipment to its Licensed Lines at any place in the Republic of South Africa where Service is offered;
- (b) permit any Customer to use Terminal Equipment when so connected to send and receive Messages by means of its Licensed Lines; and
- (c) not show any preference to or exercise any discrimination against any Customer or class of Customers when granting any such permission.

21.2 Nothing in this paragraph shall restrict the Licensee from:

- (a) disconnecting any Terminal Equipment from any of its Licensed Lines; or
- (b) disallowing continued use of any Terminal Equipment; or
- (c) refusing permission to a Customer to connect if:
 - (i) the Terminal Equipment in question ceases for any reason to be Terminal Equipment; or
 - (ii) the person using the Terminal Equipment is in arrears with payment of the Licensee's account

and the Authority has not determined otherwise in any particular case.

22. ENFORCEMENT

22.1 If the Authority is of the opinion that there has been a breach by the licensee of one or more of the Licence conditions, the Authority shall provide to the Licensee a written notice containing the following information:-

- (a) identification of the conditions that it is alleged have been breached;
- (b) particulars of the alleged breach;
- (c) notice to the Licensee indicating such time as may reasonably be required to respond and to remedy the alleged breach.

22.2 The Licensee shall respond to the Authority within the time stipulated in the notice as follows:

- (a) that it either confirms or denies that it accepts the alleged breach and, where applicable, the extent to which the alleged breach is only partly denied; or
- (b) to the extent that it accepts the alleged breach:
 - (i) advising the Authority how it intends the breach to be remedied and the time required therefore; and
 - (ii) informing the Authority of the reasons for such breach and requesting an extension of time (if any) which is reasonably required to remedy the breach.

22.3 The Authority shall reasonably exercise its discretion in the granting of any such extension of time and shall in the event of its refusing an extension provide its reasons therefore in writing.

22.4 If the breach has not been remedied within the time stipulated in the relevant notice subject to paragraphs 22.2 and 22.3 the Authority shall be entitled without prejudice to its rights to demand specific performance, remedy such breach himself, or appoint another party to remedy such breach at the cost of the Licensee, provided that the aggregated liability of the Licensee, in respect of any breach or breaches arising from the same cause of action, including any such costs shall be limited to the payment of R 5 000 000 (five million Rand).

22.5 The provisions of this paragraph shall be without prejudice to any other remedies or rights to which the Licensee or the Authority may be entitled in law.

23. EXERCISE POWER

23.1 In exercising any power granted to the Authority in terms of this licence the Authority shall:

- (a) act reasonably having regard to all surrounding circumstances;
- (b) prior to exercising such power afford the Licensee every reasonable opportunity to make representations to the Authority in respect of all relevant issues; and
- (c) at the request of the Licensee furnish written reasons for any decision so made.

24. CONFIDENTIALITY

24.1 This licence shall be a public document. Information supplied in terms of this licence which the Authority and the Licensee agree to be confidential, may not be disclosed without the Licensee's written approval. This does not include information that the Authority is obliged to disclose in terms of an Act of Parliament or a court order.

Issued at SANDTON on 4th November 2007


PARIS MASHILE
CHAIRPERSON

NATIONAL WIRELESS DATA TELECOMMUNICATIONS SERVICE LICENCE

SCHEDULE 1

SWIFNET TARIFFS AND FEES AS AT THE COMMERCIAL DATE

SERVICE		AMOUNT (Excluding VAT)
Connection fee	Rand	20.00
NUA fee per Radio Terminal	Rand/month	15.00
National calls (Peak Period)		
Segment charge	Rand/10 segments	0.20
+Duration charge after first minute	Rand/minute	0.10
National calls (off-peak Period)		
Segment charge	Rand/100segments	0.10
+Duration charge after first minute	Rand/minute	0.05
International calls		
Segment charge	Rand/10 segments	0.50
+Duration charge	Rand/minute	0.50
Purchase of Radio Terminal	Rand	3400.00
Installation fee	Rand	200.00
Rental of Radio Terminal	Rand/month	50.00
Maintenance fee	Rand/month	15.00

**Peak Period: Monday to Friday 06h00-18h00 and Saturday 06h00-13h00

Off-peak Period: Monday to Friday 18h00- 06h00 and Saturday 13h00 to Monday 06h00

NATIONAL WIRELESS DATA TELECOMMUNICATIONS SERVICE LICENCE

SCHEDULE 2

SWIFNET INTERIM FREQUENCY ALLOCATION

CHANNEL	BASE TRANSMIT (MHz)	MOBILE TRANSMIT (MHz)
1	451.9500	461.9500
2	451.9625	461.9625
3	451.9750	461.9750
4	451.9875	461.9875
5	452.0000	462.0000
6	452.0125	462.0125
7	452.0250	462.0250
8	452.0375	462.0375
9	452.0500	462.0500
10	452.0625	462.0625
11	452.0750	462.0750
12	452.0875	462.0875
13	452.1000	462.1000
14	452.1125	462.1125
15	452.1250	462.1250
16	452.1375	462.1375
17	452.1500	462.1500
18	452.1625	462.1625
19	452.1750	462.1750
20	452.1875	462.1875
21	452.2000	462.2000
22	452.2125	462.2125
23	452.2250	462.2250