



Zomerlust
Systems
Design

(CK1997/001363/23) trading as ZSD

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Service Specification Sheet

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

Bandwidth is the highest, business quality bandwidth provided by ZSD.

These accounts are designed so that users do not end up paying for large quantities of unused bandwidth. They are structured to best serve users who place a priority of “Quality” over “Quantity”. They are also suitable for clients with modest data requirements.

The cost of the service is dependent the volume of data transmitted but no restrictions are placed on the speed of the service. A nominal monthly usage allocation (referred to as “cap”) is provided with each account.

These accounts are available in two types, subject to terms as described below:

Roll Over: Unused bandwidth at the end of the month is carried over to the following month, subject to terms outlined below.

Rebate: A financial credit is passed to the customer for unused bandwidth. Rebate accounts are aimed at business customers who wish to minimize the inconvenience of interruption, while optimising their monthly costs. There is an effective minimum monthly usage charge of 15 GB per month. See terms below.

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

Pricing:

ZSD Service Code	Monthly cap gBytes/month	Account type	Prices (Including VAT)			
			Monthly	Quarterly in Advance	6 Monthly in Advance	Annually in Advance
WADSL6	6	Roll over	R 69	R 207	R 414	R 759
WADSL9	9	Roll over	R 114	R 342	R 684	R 1254
WADSL12	12	Roll over	R 159	R 477	R 954	R 1749
WADSL18	18	Rebate	R 239	R 717	R 1434	R 2629
Rebate	1		R 13.28			

Top-up Bandwidth Costs for Roll Over accounts (see 3.6.13 below):

Top up from:	Top up to:	Cost per GB (inc VAT)
<9 GB / month	<= 9GB /month	R 15.00
9 GB / month	<= 18 GB/month	R 13.33
18 GB / month	> 18 GB/month	R 13.28

Support Information:

Usage Statistics: <http://userstats.zsd.co.za>

SMTP Relay server: smtp-rwa.zsd.co.za

smtp-za.zsd.co.za (for existing customers with legacy services)

DNS Servers: The client software is used to configure DNS servers automatically. If manual DNS server settings are required, please contact ZSD support.

Service Conditions:**1. Service Limitations:**

- 1.1. The account can be used concurrently, either as multiple sessions on a single line, or as multiple sessions on multiple lines. However the bandwidth usage of all the login sessions will be added together when determining the monthly usage.
- 1.2. The service is provided with a publicly addressable IP address from a predefined range. That address may change from time to time when a new ADSL session is established.

2. Service speed:

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

service, within the available network capacity and network load at any given time.

3. Bandwidth Usage Policy

- 3.1. ZSD will monitor the Customer's usage of the Service. ZSD will take the steps necessary to monitor usage, as determined by the nature of DSL technology. These steps include without limitation periodically terminating the Customer's ADSL session in order to take a measurement, and remotely terminating such sessions.
- 3.2. ZSD will make available to the Customer, either directly or through its partners, a website that will allow the Customer to monitor usage of the Service, but the Parties agree that this is a complimentary offering and ZSD will not be liable for any damages arising from any statement of the Customer's data usage on such website.
- 3.3. It is the Customer's responsibility to monitor bandwidth usage, and to ensure that it does not exceed its usage cap during a particular period.

3.4. Roll over bandwidth:

- 3.4.1. Bandwidth "cap" that is not used in the calendar month of purchase will be available for use in the 2 months following the month of purchase as follows. Available "cap" for any particular month is calculated as the maximum of:
 - 3.4.2. Total cap purchased in the current and previous 2 calendar months, less total cap used in the current and previous 2 calendar months or
 - 3.4.3. Cap purchased in the current calendar month.

3.5. Rebate Bandwidth:

- 3.5.1. Any unused bandwidth will be credited back to the customers account at the end of the calendar month on the following basis. The rebate rate is indicated above.
- 3.5.2. Whole unused GBytes will be credited, down to a minimum usage of 15 GB per month.
- 3.5.3. Credits will be calculated and applied during the 1st 10 days of the following month of usage.
- 3.5.4. Credit amounts will not normally be paid out in cash, rather they are offset against the cost of future services.

3.6. Top Up Bandwidth

- 3.6.1. If a customer requires more bandwidth than their nominal monthly allocation, they may purchase ad-hoc "top up" cap.
- 3.6.2. This top up cap can be ordered from ZSD telephonically, by e-mail or by SMS, during business hours.
- 3.6.3. Costs of top up bandwidth is calculated as follows:
 - 3.6.3.1. Roll-Over Accounts: The cost of top-up cap is calculated on an incremental rate as per the prices indicated above. The following example, for a 6 GB per month account, topped up by 15 GB during a single month, illustrates how the incremental rates are applied.

	Bandwidth	Rate per GB	Cap	Cost	Total
Monthly Invoice for 6 GB	6 GB		6 GB		R 69
Top-up invoice for extra 15 GB	From 6 GB to 9 GB	R 15.00	3 GB	R 45	R 204.66
	From 9 B to 15 GB	R 13.33	6 GB	R 79.98	
	From 15 GB to 21 GB	R 13.28	6 GB	R 79.68	
Month Total			21 GB		R 273.66

3.6.3.2. Rebate accounts: Top up cap is supplied in blocks of 9 GB, at the indicated rate.

3.6.4. Unused top up bandwidth will be subject to roll-over, or rebate depending on the type of account.

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

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

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

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

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

5. Commercial Terms:

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

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

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

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

6. Service Levels:

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

6.2. Other factors may also impact the quality of the Service, including network availability, distance of the Customer's location to the local exchange, line copper quality and line sync speed limitations.

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

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

availability of the Service.

7. Support

- 7.1. The Customer will be responsible for reporting faults in the Service to ZSD.
- 7.2. ZSD will provide support for the Service during Business Hours either telephonically or as per the ZSD Website, and will resolve faults relating to the ZSD System on a reasonable effort basis.
- 7.3. For the avoidance of doubt, support will not include anything which is out of the reasonable control of ZSD including without limitation:
 - 7.3.1. faults in the Customer's hardware such as its computer or modem;
 - 7.3.2. faults with the Customer's telecommunication service provider's system or equipment; and
 - 7.3.3. faults in ZSD's service providers' networks or equipment.
- 7.4. Should the fault lie with another party, ZSD will make reasonable efforts to advise that other party of the fault.
- 7.5. Should ZSD attend at the Customer's premises to repair a fault and find that the fault is not the responsibility of ZSD, it will charge the Customer at its Time and Materials Rate for the time so spent.