

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into on this 7th day of April 2015 by and between:

PARTIES

Constantia Fibre To the Home (CFTTH) Initiative, duly represented by Michael Voortman, Martin Diessner, Gordon Chunnett and John Hesom on behalf of Constantia Valley Watches Association (CVWA) and Constantia Property Owners Association (CPOA).

(Hereinafter referred to as "**Constantia**")

and

The Link Africa / Frogfoot Joint Venture, duly represented by Abraham van der Merwe and Craig Carthy.

(Hereinafter referred to as "**the JV**")

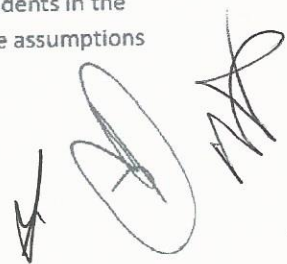
(also referred to individually as a "**Party**" or collectively as "**the Parties**")

RECITAL

- Whereas Constantia is voluntary residents' initiative endeavouring to facilitate the implementation of open access FTTH to Constantia Area for the benefit of the Community and its residents ("**the Project**")
- Whereas the JV is a business venture specializing in open access networking infrastructure and managed services implementation.
- Whereas Constantia issued a call for proposals (RFP) from multiple service providers with the intention of selecting a preferred service provider for the Project.
- And whereas the Parties intend to engage in accordance with the published proposal ("**RFP response**") submitted by the JV to Constantia and its residents in the public domain through an online process.
- The Parties have recorded their mutual understanding below.

APPOINTMENT AS PREFERRED BIDDER

1. Constantia has selected the JV as its preferred service provider for the implementation of the Project pursuant to the RFP process.
2. The JV agrees to rollout a truly open access fibre network into Constantia at its sole expense. The JV will deploy the network and facilitate service provision to residents in the manner and at the pricing points set out in the RFP response and based on the assumptions created by the RFP.



3. Constantia will publish and publicise its appointment of the JV as preferred bidder and support for the JV rollout due to the open access model, the technical submission/plan, the innovative/least invasive method of installation by their making use of existing sewer and storm water infrastructure for the bulk of the network backbone and their ability/capacity to immediately commence.
4. Planning the rollout of the FTTH network is intended to commence once the JV has satisfied itself that there is at least a 25% interest from residents to support implementation of the Project, in accordance with the submitted RFP response.
5. The JV agrees to rollout the Constantia area before any other suburbs in Cape Town.

ROLES OF THE PARTIES

6. Constantia will, without incurring any liability, use its best endeavours to market the JV service and services provided over it by third party ISPs to residents and businesses within Constantia.
7. Constantia will not assume any risk insofar as wayleaves, marketing, performance of the network or any other aspect of this agreement is concerned and the JV indemnifies it in this regard, as it is recognized that it is purely an association of volunteer residents who wishes to facilitate this project in the best interest of the community.
8. Constantia will endeavour to educate its residents on the offerings of Internet Service Providers and processes surrounding obtaining FTTH.
9. The JV will provide free bandwidth and fibre cabling to Constantia's Community CCTV Cameras as set out in the RFP response and subject to an agreed-upon installation fee.
10. The JV will introduce Constantia's website and process to other communities for their adaption and use, at a fee of R5000 payable to Constantia – to be shared by CPOA and CVWA.
11. Constantia will open up the Constantia Fibre website and process to the Tokai, Swaanswyk and Bergvliet/Meadowridge areas and will rebrand the home page "**Constantia Valley Fibre.....powered by Link Africa and Frogfoot**".
12. The parties will negotiate the release of the URL <http://constantiafibre.com> to the JV for use as a portal for implementation of the Project.
13. Constantia (via CPOA) will support any processes where City of Cape Town wayleave applications may require community support.
14. Constantia further – taking into account the purpose of the RFP, the significant financial investment by the JV, the selection of a preferred bidder and, most importantly, the interests of and mandate given by residents – will exclusively endorse and support the JV in the deployment of its fibre networks in the Constantia area. Whilst Constantia may choose not to oppose a 3rd party deploying similar infrastructure, it shall not endorse or support any such 3rd party deployment.

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15. The JV is to facilitate contact with multiple mobile and fixed telecoms providers and content providers onto their open access platform.
16. The JV intends to enable a carrier class SLA in the core (backhaul) network (i.e. 4 hours restoration during business hours, 6 hours restoration for all other hours and permanent resolution within 5 business days). The SLA of each end consumer in Constantia will be subject to the specific commercial arrangement between the end consumer and his/her chosen Internet Service Provider.
17. Constantia reserves the right to negotiate access to its camera poles to third party mobile network operators, with pole rental proceeds to benefit CPOA and CVWA.
18. The JV reserves the right to build up and offer additional value added services and make these available to the Constantia community via the FTTH-enabled network and community web portal and will work closely with Constantia on such initiatives.

CONFIDENTIALITY

19. It is agreed that this document may be made public – in keeping with the public nature of the process to date.
20. It is recorded that other than stated in this Memorandum, no financial arrangements exist between any of the parties hereto.

NOTICES

21. Notice and other communications exchanged between the Parties under this MOU shall be via e-mail at the following e-mail addresses and attention the following :

For and on behalf of Constantia:

Michael Voortman/Martin Diessner/John Hesom

Email: ff-la@constantiafibre.com

For and on behalf of the JV:

Craig Carthy / Abraham van der Merwe

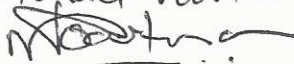
Email: craig@linkafrica.co.za / abz@frogfoot.com

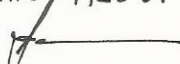
22. Any change in representation, addresses and/or any authority to be notified in writing and to be confirmed by the other Party in return.

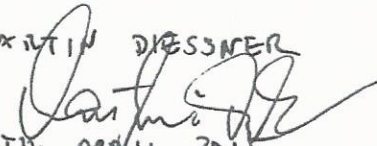


EXECUTION

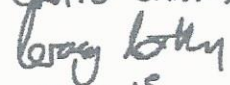
For Constantia:


Name: Michael Voortman
Signature: 
Date: 8 April 2015

Name: JOHN HESOM
Signature: 
Date: 8 APRIL 2015.

Name: MARTIN DIESSNER
Signature: 
Date: 7TH APRIL 2015

For the JV:

Name: CRAIG CARTHY
Signature: 
Date: 7.4.15

Name: Abraham van der Merwe
Signature: 
Date: 7 April 2015