



Independent Communications Authority of South Africa

Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

CLASS ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No: 0547/CECS/NOV/2008

GRANTED AND ISSUED

TO

XLINK COMMUNICATIONS (PTY) LTD

REGISTRATION NUMBER: 2004/000478/07

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

EFFECTIVE FROM 12 NOVEMBER 2018

A handwritten signature in black ink, appearing to read 'Kingsley Mokomane', written over a horizontal line.

**KINGSLEY MOKOMANE
REGIONAL MANAGER: LIMPOPO**

DATE: 14 / 1 / 2018

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company: XLink Communications (Pty) Ltd
- 1.2 Shareholders: Vodacom (Pty) Ltd 100%
- 1.3 Ownership held by persons from historically disadvantaged groups: 16.44%

2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

- 2.1.1 Name: Vanessa Van Zyl
- 2.1.2 Tel: (011) 438 3000
- 2.1.3 Fax: N/A
- 2.1.4 Cell: (082) 994 8841
- 2.1.5 Email : vanessav@xlink.co.za
legal@xlink.co.za

2.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- | | |
|--------------------|-------------------------|
| 3.1 Postal Address | 3.2 Physical Address |
| PO Box 413663 | Unit 4, Burnside Island |
| Craighall | 410 Jan Smuts Avenue |
| 2014 | Graighall |
| | 2196 |

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SCHEDULE

1. Trading Name

XLink Communications (Pty) Ltd

2. Geographic coverage

The Licensee shall provide national coverage of its electronic communications services.

3. Rights and Obligations

3.1 The Licensee is entitled to provide electronic communications services in the Republic.

3.2 The rights and obligations under this licence may be exercised or performed by a third party, including its agents and contractors. The Licensee shall be responsible for the acts or omissions in respect thereof on the basis that –

3.2.1 the liability of the Licensee for any acts or omissions of such third party, including agents or contractors, 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;

3.2.2 the Licensee shall stipulate adequate provisions in its contracts with such third party, including agents or contractors, to ensure that their exercise of any of the above rights do not contravene any of the conditions of this Licence;

3.2.3 should any such third party, including agents or contractors, 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 for this purpose the Licensee shall be afforded reasonable time; and



3.2.4 the Authority shall, upon becoming aware of any contravention of this Licence by such third party, including the Licensee's agents or contractors or any complaints lodged with the Authority in relation thereto, forthwith in writing notify the Licensee accordingly.

3.3 The Licensee and any or all of its Subsidiaries shall be entitled by virtue of this Licence to provide all or any of the Services together with all or any other rights granted to it under this Licence.

3.4 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.

4. Force Majeure

The Licensee shall not be held liable for its inability to perform its obligations in this licence and other regulations due to unforeseen natural causes. However, the Licensee shall advise the Authority as soon as practicable after becoming aware of the existence of any such event or circumstances likely to lead to such event.

