

## GENERAL NOTICE

### NOTICE 1537 OF 2009



#### Independent Communications Authority of South Africa

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

#### INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No: 0455/IECNS/OCT/09

GRANTED AND ISSUED

TO

Broadband Infraco (Pty) Ltd

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

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

AT SANDTON ON THIS....19<sup>th</sup>...DAY OF OCTOBER 2009



PARIS MASHILE  
CHAIRPERSON

**1. LICENSEE**

The licence is issued to:

- |   |   |
|---|---|
| 1.1. Name of company  | Broadband Infraco (Proprietary)<br>Limited  |
| 1.2. Registration number:   | 1989/001763/07  |
| 1.3. Shareholders:  | Department of Public Enterprises: 74%<br>Industrial Development Corporation of<br>South Africa: 26% |
| 1.4. Ownership held by persons from<br>historically disadvantaged groups<br>(where applicable): | The State   |

**2. CONTACT DETAILS**

2.1. The contact person for the Licensee shall be:

Name:	Mr Klaas Motlhabane
Tel:	+27 11 235 1720
Fax:	+27 11 804 1364
Fax mail:	086 681 6070
E-mail:	<u><a href="mailto:Klaas.Motlhabane@infraco.co.za">Klaas.Motlhabane@infraco.co.za</a></u>

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within 7 (seven) 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:
	<p>Postnet Suite 321</p> <p>Private Bag X 26</p> <p>Sunninghill</p> <p>2157</p>		<p>Building 9</p> <p>Country Club Estate</p> <p>21 Woodlands Drive</p> <p>Woodmead</p> <p>Sandton</p> <p>2146</p>



**SCHEDULE 1****1. Trading name**

Broadband Infraco.

**2. Geographic coverage**

The Licensee shall provide national coverage of its electronic communication network services in accordance with clause 1 of Schedule 2.

**3. Open access and non-discrimination**

3.1. The Licensee shall provide other electronic communications network service and electronic communications service licensees and licence exempt persons ("Third Parties") open access to its electronic communications network on non-discriminatory terms.

3.2. The Licensee shall satisfy its obligations in clause 3.1 by:

3.2.1. applying equivalent terms and conditions in equivalent circumstances to any Third Party who requests access to the Licensee's electronic communications network as the Licensee provides to itself, its agents, contractors and subsidiaries; and

3.2.2. giving Third Parties access to its electronic communications network on equivalent terms and conditions and at the equivalent quality of service as the Licensee provides to itself, its agents, contractors and subsidiaries.

**4. Licence Fees**

The Licensee shall pay the annual licence fees as prescribed by the Authority.



## 5. Rights and obligations

5.1. The Licensee is hereby authorised to construct, maintain and operate an electronic communications network, as well as to provide electronic communications network services.

5.2. The rights and obligations under this Licence may be exercised or performed by a third party, including the Licensee's agents and contractors. The Licensee shall be responsible for the acts or omissions of such third parties on the basis that –

5.2.1. the liability of the Licensee for any acts or omissions of such third parties 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;

5.2.2. the Licensee shall stipulate adequate provisions in its contracts with such third parties to ensure that their exercise of the above rights and obligations do not contravene any of the conditions of this Licence;

5.2.3. should any such third party commit any act or omission in contravention of this Licence, the Licensee shall, upon becoming aware thereof, act as expeditiously as is reasonably possible to remedy such contravention within a reasonable period of time; and

5.2.4. the Authority shall notify the Licensee forthwith upon becoming aware of any such contravention of this Licence by such a third party, or of any complaints lodged with the Authority in relation thereto.

