



BUSINESS CONNECT SERVICE SCHEDULE

This Service Schedule shall be governed by the terms and conditions contained in the Master Services Agreement and shall be deemed to be incorporated therein by reference.

1. DEFINITIONS

1.1. For the purposes of this Service Schedule, the following terms shall have the meanings assigned to them below:

1.1.1 "Acceptance Certificate" means a document signed off and submitted by the Client to Vocall at the Activation of the Service, confirming that the Service has been configured, installed and deployed successfully by Vocall;

1.1.2 "Activation" means the moment when the Client is able to access the Service and make use of all Client selected features, and signed the Acceptance Certificate;

1.1.3 "AUP" means Acceptable User Policy;

1.1.4 "Access Link" means a link between the Client's and Vocall's managed infrastructure over a network to provide the service and shall include any hardware, software, cables, connectors, interfaces, associated media, printed media and/or electronic documentation. Access Links applicable for this Service could be Optical Fibre, GPON Fibre, Microwave or Wireless;

1.1.5 "Bandwidth" means the maximum data transfer rate of an Internet connection, and measures how much data can be sent over a specific connection in a given amount of time;

1.1.6 "Broadband" means a telecommunication process using a data transmission technique that has the ability to transport multiple signals through an optical fibre medium enabling high speed shared internet access;

1.1.7 "the Contract" means the terms governing the provision of the Service, including this Service Schedule read together with the Master Services Agreement;

1.1.8 "CPE" means the Client Premises Equipment either owned by the Client or supplied and owned by Vocall and installed onto the Client's premises to enable the Client to gain access to the Service, including any Devices and/or Software embedded therein or used in conjunction therewith;

1.1.9 "Dedicated Internet Access" means a link by means of an electronic communications facility, which is a dedicated, permanent, open, secure, high quality point-to-point connection between the Client's and Vocall's managed infrastructure over a digital transmission network to provide the Service and shall include any hardware, software, cables, connectors, interfaces, associated media, printed media and/or electronic documentation;

1.1.10 "End-User" means the third party to whom the Client has on-sold the Service to;

1.1.11 "GPON" means the Gigabit Passive Optic Network that uses multipoint fibre to the premise in which optical splitters are used to enable a single optical fibre to serve multiple premises;

1.1.12 "Internet" means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;

- 1.1.13 “Microwave” means the point to point and point to multi-point terrestrial wireless links using wireless frequencies:
- 1.1.14 “Monthly Service Charge” means the monthly charge raised by Vocall on the Client in regard to the Service as varied from time to time, it being recorded that the Monthly Service Charge applicable at the time of signature hereof is recorded in the Pricing appendix.
- 1.1.15 “Optical Fibre” is a transmission cable made up of bundles of flexible, transparent fibres, made of extruded glass or plastic. This permits transmission of data over longer distances and at higher Bandwidths (data rates) than wire or copper cables;
- 1.1.16 “Pricing Appendix” means the document attached to this Service Schedule detailing the charges payable by the Client for the Service pursuant to this Service Schedule.
- 1.1.17 “Service” means the service in terms of which Vocall provides access to an Internet offering available over an Access Link that is most feasible at a specific Client site and as set out in the Pricing Appendix.
- 1.1.18 “Service Levels” means performance measurement of the Service by way of specified parameters within a given time period; thereby defining the target (average) or minimum level of service the Client will receive.
- 1.1.19 “Service Level Definition” or “SLD” means the document attached to this Service Schedule detailing the Service Levels applicable to the Service.
- 1.1.20 “Site Appendix” means the Client’s sites able to access the Service as set out in the document attached hereto.
- 1.1.21 “Software” means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using any CPE Device or Equipment or the Service, including any computer programme, software or other materials embedded in or used in conjunction with the CPE Device or Equipment and/or any electronic communications system or equipment operated or maintained by Vocall.
- 1.1.22 “Uncontended Internet” means the connection to the internet with a contention of 1:1, where Vocall guarantees a fixed Internet connection speed.
- 1.1.23 “Vocall” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07.
- 1.1.24 “Wireless” is a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network.
- 1.2. All other words, expressions and phrases not specifically defined herein shall bear the meanings assigned to them under the Master Services Agreement or where not defined therein, their generally understood meaning in the ICT industry.



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2. PROVISION OF THE SERVICE

- 2.1. Vocall shall make the Service available to the Client throughout the duration of the Contract save and except in circumstances beyond the control of Vocall and subject to the terms and conditions herein contained read together with the Master Services Agreement.
- 2.2. Vocall shall ensure that the Service is provided in accordance with Service Levels as set out in the applicable Service Level Definition. Any failure to do so shall not constitute a breach of the Contract entitling the Client to cancel the Service. The Client's sole and exclusive remedy shall be for the passing of applicable service credits as set out in the applicable Service Level Definition.
- 2.3. In the event where the Service is provided over a Broadband or GPON medium the standard AUP shall not apply in order to provide an Uncontended Internet offering.
- 2.4. The premises identified by the Client at the Activation of the Service is deemed to be the primary premises for the provision of the Service and should the Client move the CPE from the primary premises, Vocall cannot guarantee availability or performance of the Service at all times.

3. COMMENCEMENT AND DURATION

- 3.1. Notwithstanding the date of signature hereof, the commencement date of the Contract shall be deemed to be the date of Activation of the Service by Vocall following an order for the Service by the Client and an acceptance of such order by Vocall.
- 3.2. The Contract, in respect of the Service, following activation thereof shall remain in force for the initial period reflected on the order placed by the Client and accepted by Vocall ("the Initial Period"), whereafter it shall automatically be renewed for an indefinite period subject to termination as set out in the Pricing Appendix, provided that no notice may be given during the Initial Period.

4. CHARGES FEES, PAYMENT TERMS

- 4.1. The Client shall be liable to pay to Vocall a once-off installation fee which shall be billed and invoiced to the Client together with the Monthly Service Charge due for the first month following Activation.
- 4.2. The Monthly Service Charge shall be invoiced monthly in advance.
- 4.3. The Client shall pay all amounts due and so invoiced as indicated on each tax invoice.
- 4.4. In the event that the Client cancels the Service before Activation but after installation of an Access Link has already started or is complete, the Client shall be liable for the costs of installation and work done by Vocall up to and including date of cancellation.

5. SERVICE RESTRICTIONS

- 5.1. The Client agree and acknowledge that the Service is subject to the successful completion of a feasibility study and site survey.
- 5.2. The Client acknowledge and agree that the provisioning of certain Access Links provided by Vocall are subject to availability.

5.3 The Client acknowledges that Access Links are subject to operational limitations, the Client further acknowledges that wireless technologies are subjected to interference, obstruction and changes in signal strength due to weather and other conditions.

6. ACCESS TO CLIENT PREMISES

6.1. Where installation of the CPE is required to be undertaken, the Client shall, whenever required by Vocall, procure that Vocall's personnel or contracted installer, be permitted access to the Client's premises and to remain at such premises –

6.1.1. to carry out any inspection, repair, testing or maintenance of the CPE and other equipment relevant to the provision of the Service;

6.1.2. to verify that the manner in which the Service is being utilised by the Client is in compliance with the Master Services Agreement, this Service Schedule and applicable South African laws, rules and/or regulations;

6.1.3. to install, collect or remove the CPE; and/or

6.1.4. for any other reasonable purpose whatsoever.

6.2. To enable the installation of the CPE and any other equipment necessary for the provision of the Service, the Client shall: –

6.2.1. provide Vocall with the required configuration specifications in respect of the proposed VPN to enable Vocall to configure the CPE and any ancillary equipment. Such proposed configuration specifications shall either be accepted or rejected by Vocall and, if rejected, reasons for such rejection will be provided to the Client;

6.2.2. provide a suitable environment for the housing of the CPE and any other ancillary equipment together with all required trunking, electricity and connection points, conduits, cable trays and power supply in accordance with the relevant installation standards and manufacturer's instructions; and

6.2.3. take up or remove such fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as may be necessary to install the CPE and/or ancillary equipment and carry out and making good or decorators work required subsequent to such installation.

6.3. The Client shall be present at any installation of the CPE by Vocall personnel or contracted installer and shall sign the installation completion certificate on completion thereof.

7. OBLIGATIONS OF THE CLIENT

7.1. The Client shall (and shall ensure that the End-User shall): -

7.1.1. be responsible for obtaining all necessary permits, approval or authorisations imposed by any competent authority which are necessitated by the use of the Service;



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- 7.1.2. ensure that the Service is used strictly in accordance with Vocall's Acceptable Use Policy available from Vocall;
- 7.1.3. protect the security of all Passwords, User Names and/or other unique identifying information and/or login credentials and not permit any other person to access the Service using its Password or User Name and/or login credentials. In the event that the Client becomes aware that the secrecy or confidentiality of its Password and/or User Names and/or login credentials has become compromised and/or its Password and/or User Names and/or login credentials have been disclosed to any unauthorised person, the Client shall ensure that same are immediately changed;
- 7.1.4. at all times be fully responsible and liable for any use or misuse of its login credentials;
- 7.1.5. acknowledge and agrees that the Users only makes use of any component of the Services provided by Vocall in terms of the Contract, as an ancillary part of providing products and services in the ordinary course of the Client's's business;
- 7.1.6. agree that notwithstanding anything to the contrary contained in the Contract, the Services provided under this Agreement are services intended by Vocall to be used solely by the Client itself and/or users as an ancillary part of providing products and services in the ordinary course of the Client's and/or end-User's business. As such, Vocall does not intend the Services to in any way be resold to any third parties by any End-User. Any breach of this clause 6 shall be deemed to be a material breach of the Agreement;
- 7.2. The Client acknowledge and agrees that it shall not (and shall procure that the End-User shall not): -
 - 7.2.1. use or permit the Service to be used, directly or indirectly, to carry or transmit (or facilitate the carriage or transmission) of any message, Data or information for the purpose of re-selling the Service without the prior written consent of Vocall;
 - 7.2.2. use the Service in the ordinary course of the Client's 's business and shall not be entitled, either directly or indirectly, to transfer, distribute, re-distribute, copy, sell, lease, rent, lend, license or sub-license the Service, either in whole or in part, in any way whatsoever, to any third party and/or user without Vocall's prior written consent; and
- 7.3. The Client hereby indemnifies Vocall and holds it harmless against any liability, claims, fines or other penalties of whatsoever nature and howsoever arising due to the use of the Services by the Users or any third party.

8. SOFTWARE

- 8.1 The Client acknowledges and agrees that the intellectual property rights attaching to the Software are held by the third-party owner thereof. Accordingly, to the extent permitted by such third party, Vocall hereby grants to the Client a non-exclusive License to use the Software for the purpose for which it was supplied for the duration of the Contract.
- 8.2 The Client undertakes to keep confidential all operating manuals and other documentation supplied by Vocall in terms of the Contract and Service and shall disclose same to its employees, agents or contractors strictly on a need-to-know basis.



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8.3 The Client and/or end-User shall not, without the prior written consent of Vocall, copy, decompile, reverse engineer or modify the Software in any way or copy the operating manuals or other documentation.

9. SERVICE UPGRADES AND DOWNGRADES

9.1 The Client is allowed to request an upgrade to a higher Bandwidth package within the Initial Period. The adjusted subscription as per standard tariff of the higher Bandwidth package will be billed and invoiced at the end of the following month following the upgrade, together with the Monthly Service Fee.

9.2 The Client is also allowed to request a downgrade from a higher to a lower Bandwidth package within the Initial Period and acknowledges and agrees that this request may attract a once-off fee to amend the Service option.

10. END-USERS

The Client acknowledges and agrees that it shall be liable for all breaches of the terms of the Contract by any End-User.

11. SECURITY

11.1 It is recorded that Vocall intends to implement accepted industry- standard security precautions from time to time.

11.2 Notwithstanding the provisions of the clauses above, the Client acknowledges and agree that the precautions contemplated above do not guarantee that the Service is vulnerable to al security breaches.

11.3 The Client acknowledges and agrees that Vocall makes no warranty, guarantee or representation that that the Service is entirely protected from all destructive elements, security threats and/or other vulnerabilities.

12. DATA RETENTION

12.1 Vocall shall retain all data either provided by the Client or generated through the provision of the Service ("**Client Data**") as well as all information relating to the Client in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristic ("**Client Personal Data**").

12.2 Vocall may, to the extent permitted by law, receive or disclose the Client Personal Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information.

12.3 Vocall may, to the extent permitted by law, receive or disclose the Client Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.

13. DATA PROTECTION**A. GENERAL**

- 13.1 The Parties acknowledge and agrees that the Client, as the controller, is the responsible party in respect of the content of any personal information of the Client or user stored on the Business Cloud ("**Client Personal Information**").
- 13.2 Vocall shall, in respect of all Client Personal Information that it processes on behalf of the Client in accordance with any applicable Data protection or privacy laws, maintain appropriate and sufficient technical and organisational security measures to protect such Client Personal Information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access.
- 13.3 The Client acknowledges and agrees that Vocall may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, Client Personal Information, or be required by law, court order, warrant, *subpoena*, or other legal judicial process to disclose any Client Personal Information to any person other than the Client and that Vocall will not be in breach of this Contract for complying with such obligations to the extent legally bound. Vocall shall notify the Client as soon as reasonably practicable of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- 13.4 The Client acknowledges and agrees that the Client Personal Information and Data generated from the use of the Services may be transferred or stored outside of the Republic of South Africa for the purposes of providing the Service.
- 13.5 The Client warrants that: -
- 13.5.1 Complies with applicable Data protection laws in relation to the Client Personal Information; and
- 13.5.2 If required by applicable Data protection law it will notify each User, or as required procure Users properly informed consent required for the processing by Vocall (or any appointed third party) of any User personal information for the purpose of providing the Services, including the consent from any User to process Client Personal Information as envisaged in clause 13.13.1 above and/or to transfer the Client Personal Information to a third party in a foreign jurisdiction for further processing.
- 13.6 In the event that user or Client consent is required by the applicable Data protection law, and in the case that such consent is not provided and/or withdrawn and the Client cannot otherwise justify the disclosure to and Processing by Vocall of Personal Information pursuant to the Services as being in compliance with applicable Data protection laws in respect of one or more Users as required by Clause 13.13.1, the Client shall promptly notify Vocall thereof and hereby acknowledges and agrees that, notwithstanding any other provision of the Contract, Vocall shall not be obliged to continue to provide the Services in respect of such affected Users.
- 13.7 For the purpose of this clause, the terms 'responsible party', operator, 'personal information' and 'processing' shall have the same meaning as contained in the Protection of Personal Information Act No.4 of 2013 (as amended from time to time).

B. CLIENT OBLIGATIONS ON SECURITY OF CLIENT DATA

- 13.8 All Client Data allocated to the Client are personal to the Client and the Client shall be liable for any loss or damage sustained by the Client, Vocall or any third party as a result of any actions by the Client or any other person to whom the Client has disclosed its Client Data.
- 13.9 The Client authorises Vocall to act on any instruction given by and/or purporting to originate from the Client, even if it transpires that both Vocall and the Client have been defrauded by someone else, unless the Client has notified Vocall prior to Vocall acting on a fraudulent instruction.
- 13.10 The Client shall advise Vocall immediately should any other person gain access to its Client Data following the Vocall procedures relating to reporting misuse and shall give its full co-operation to Vocall in any investigation carried out by Vocall.
- 13.11 The Client hereby indemnifies Vocall against any claim howsoever arising from (i) the Client's disclosure of its Client Data to a third person, (ii) the use of such Client Data by a third person and/or (iii) any action by the Client or third party as a result thereof.
- 13.12 Vocall reserves the right to take whatever action it may deem necessary at any time to preserve the security and reliable operation of its infrastructure and the Client undertakes that it will not do or permit anything to be done which will compromise Vocall's security.
- 13.13 Although Vocall applies reasonable endeavours to provide disaster recovery, Vocall does not specify any recovery time, nor is Vocall liable for any loss or damage of whatever nature incurred or suffered by the Client arising from or in connection with any cause whatsoever as a result of its failure to provide, or delay in providing, or providing only partial disaster recovery.
- 13.14 Vulnerability scanning of our web application is conducted on a daily basis by a reputable security company and is complemented by further internal Network vulnerability checks.

14. VOCALL'S RIGHTS

The Parties specifically record and agree that all rights conferred on Vocall under this Service Schedule in respect of any matter or event shall be additional to any rights conferred on Vocall under the Master Services Agreement.

PRICING APPENDIX

This schedule is not complete without a signed QUOTATION attached.

Note that the values below are applicable unless another value indicated in the Vocall Quotation, which will then apply.

Once-off Installation Fee	R2 999.00
Site Survey Fee	R0.00
Monthly Service Charge	R0.00
Initial Period	12 (twelve) Months
Termination Notice Period	3 (three) Calendar Months written notice
Payment Terms	30 days after invoice date
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

