



BUSINESS INTERNET SERVICE SCHEDULE

These terms 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 the Contract, 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 date on which the CPE is powered up and automatically connects to the Service. Notwithstanding the aforementioned, the Service shall be automatically activated within 7 (seven) Business Days of delivery of the CPE to the Client.

1.1.3 **"Best Effort"** means a service that is shared by multiple users and while a certain result is not guaranteed good faith efforts will be made to achieve the best results;

1.1.4 **"BitTorrent"** is a protocol supporting the practice of peer-to-peer file sharing that is used to distribute large amounts of data over the Internet;

1.1.5 **"Broadband"** means telecommunication method using a data transmission technique that has the ability to transport multiple signals through an applicable medium enabling high speed Internet access provided to the Client as a Best Effort service;

1.1.6 **"Broadband Router"** means the routing device placed at the Client's premises to provide the Client with access to the Service;

1.1.7 **"Bundle"** means the amount of data allocated to the Client for use of the Service;

1.1.8 **"Capped Internet Access"** means high-speed Internet access that is provided on a metered usage basis and imposes a limit with regards to the amount of data that can be downloaded for the line speed offered;

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

1.1.10 **"the CPE"** means the Client premises equipment either owned by the Client or supplied and owned by Vocall and installed at the Client's premises to enable the Client to gain access to the Service, including any Software embedded therein or used in conjunction therewith;

1.1.11 **"the Equipment"** means any shared or dedicated servers used to provide the Service, together with any other equipment owned, operated, installed and/or leased by Vocall, including any Software embedded therein or used in conjunction therewith;

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

- 1.1.13 “**FTP**” means File Transfer Protocol and is a standard network protocol used to transfer computer files from one host to another host over a connected network, such as the Internet;
- 1.1.14 “**Gaming**” means a video game played over some form of computer network;
- 1.1.15 “**HTTP**” means Hypertext Transfer Protocol and is an application protocol for distributed, collaborative, hypermedia information systems;
- 1.1.16 “**HTTPS**” means Hypertext Transfer Protocol Secure and is a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet;
- 1.1.17 “**IMAP**” means Internet Message Access Protocol and is a protocol for Email retrieval and storage developed as an alternative to POP3;
- 1.1.18 “**Internet**” means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;
- 1.1.19 “**Monthly Service Charge**” means 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;
- 1.1.20 “**Peer-to-Peer**” is a type of decentralised and distributed network architecture in which individual nodes in the network (called "peers") act as both suppliers and consumers of resources, in contrast to a centralised client-server model where client nodes request access to resources provided by central servers;
- 1.1.21 “**POP3**” means Post Office Protocol version 3 and is an application-layer Internet standard protocol used by local Email clients to retrieve Email from a remote server over a network connection;
- 1.1.22 “**Roll-over**” means the ability for a Client to roll over an unused Bundle into a following month and use it as a Top-Up Bundle.
- 1.1.23 “**The Pricing Appendix**” means the document attached to this Service Schedule detailing the charges payable by the Client for the Service;
- 1.1.24 “**the Service**” means provisions of various types of Business Internet services as more fully described in the relevant annexures attached to this schedule;
- 1.1.25 “**Software**” means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using any Equipment or the Service, including any computer programme, software or other materials embedded in or used in conjunction with Equipment and/or any electronic communications system or equipment operated or maintained by Vocall;
- 1.1.26 “**SMTP**” means Simple Mail Transfer Protocol and is an Internet standard for Email transmission;
- 1.1.27 “**SSH**” means Secure Shell and is a cryptographic network protocol for secure data communication, remote command-line login, remote command execution, and other secure network services between

two networked computers;

- 1.1.28 “**Telnet**” means a network protocol used on the Internet or local area networks to provide a bidirectional interactive text-oriented communication facility using a virtual terminal connection;
- 1.1.29 “**Top-Up Bundle**” means any additional data as purchased by the Client on an ad-hoc basis;
- 1.1.30 “**Vocall**” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.31 “**Vocall Network**” means the physical wireless and wired network operated and made available by Vocall as well as a virtual network (using Multi Packet Label Switching or related technologies) operated and made available by Vocall over its own network as well as the networks of ECNS providers;
- 1.2 All other words, expressions and phrases not specifically defined herein shall have bear the meanings assigned to them under the Master Services Agreement or where not defined therein, their generally understood meaning in the ICT industry.

2. COMMENCEMENT AND DURATION

- 2.1 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.
- 2.2 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.

3. OBLIGATIONS OF THE CLIENT

- 3.1 The Client shall: -
- 3.1.1 comply with the obligations as set out in the attached Annexure;
- 3.1.2 procure and maintain, in its name and at its expense, all necessary permits and consents required for the installation and/or use of any equipment, including without limitation, the CPE and/or Equipment in conjunction therewith for the duration of the Contract;
- 3.1.3 ensure all equipment connected to or used in conjunction with the Service is connected or used in accordance with applicable South African laws, rules and/or regulations and shall obtain the prior written approval of Vocall before connecting or permitting any third party to connect any equipment to any electronic communication system operated by Vocall or any Equipment;
- 3.1.4 ensure that the Service is used strictly in accordance with Vocall’s Acceptable Use Policy, available from Vocall;
- 3.1.5 promptly comply with all notices, instructions or directions given by Vocall in respect of the installation,

use or operation of the Service, Software and all equipment;

- 3.1.6 install use and maintain all CPE and/or Equipment in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vocall and the vendor thereof and shall disconnect and/or cease to use such Equipment at the request of Vocall;
- 3.1.7 provide at its own expense, as and when required by Vocall, all facilities and resources necessary for the proper installation, operation and maintenance of the Service and all Equipment, including without limitation, power points, electricity, conduits and appropriate access;
- 3.1.8 ensure that all equipment (other than Equipment) and all Software installed by or for the Client and used in conjunction with the Service is compatible with and will function with all other equipment and Software; and
- 3.1.9 ensure that in the event of installations by Vocall personnel or contracted installer, the Client shall be present in such case and shall sign the Acceptance Certificate on completion thereof.
- 3.1.10 The Client acknowledges and agrees 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 or End-Client's business. As such, Vocall does not intend the Services to in any way be resold to any third parties by the End-User. Any breach of this clause 3 shall be deemed to be a material breach of the Agreement.
- 3.1.11 The Client and End-User 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.
- 3.2 The Client shall not: -
- 3.2.1 use or permit the use of the Service or install, connect or link or use (or permit the installation, connection, linking or use) of any electronic communications equipment in contravention of any South African laws, rules and/or regulations;
- 3.2.2 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 which does not belong to or originate from the Client or End- User;
- 3.2.3 re-sell the Service without the prior written consent of Vocall, if required;
- 3.2.4 permit any person to utilise the Service or any Equipment or Software or retain possession of any Equipment or Software without the explicit consent of the Client or End User; in any event, the Client or end User shall be solely responsible and liable for all acts or omissions of any third party utilising the Service with the Client's or End User's permission; and/or
- 3.2.5 use or permit the use of the Service and/or Equipment and/or CPE in any manner or for any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or

is likely to cause congestion in or disruption of the Service offered by Vocall.

4. ACCESS TO CLIENT'S PREMISES

4.1 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: -

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

4.1.2 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;

4.1.3 to install, collect or remove the CPE; and/or

4.1.4 for any other reasonable purpose, whatsoever.

4.2 To enable the installation of the CPE and any other equipment necessary for the provision of the Service, the Client shall: -

4.2.1 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

4.2.2 take up 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.

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

4.4 Vocall shall comply with its obligations set out in the Installation parameters for the Service, detailed in the relevant annexures attached hereto.

5. CPE WARRANTY

5.1 Vocall warrants to the Client that the CPE supplied by Vocall to the Client shall be free from defects in material and workmanship for a period as set out in the Pricing Appendix following the date of delivery ("the warranty").

5.2 The warranty does not extend to batteries, dongles, power and UPS requirements and same are specifically excluded from the warranty.

5.3 In the event that Vocall replaces a defective CPE during the warranty period, the replacement CPE shall carry the same warranty but only for the remainder of the warranty period relevant to the replaced CPE.

5.4 In the event that Vocall replaces a defective CPE outside of the warranty period, the Client shall be charged for the replacement CPE and such CPE shall carry the warranty as detailed in clause 5.1 above.

6. 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.

7. DATA RETENTION

7.1 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 Profile Data").

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

7.3 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.

8. ROLL OVER AND TRANSFER OF DATA BUNDLE

8.1 Vocall's Business Internet Services' Bundle is valid for a period as set out in the Pricing Appendix.

8.2 The Bundle allocated to the Client shall reset to full allocation on the 1st day of every month.

8.3 Roll-over: -

8.3.1 Vocall shall provide the Client with the capability to roll over an unused Bundle;

8.3.2 The Client may Roll-over the unused Bundle within the period starting from the 7th day before the current month end until the last day of that specific month;

8.3.3 The Client acknowledge and agrees that an applicable fee shall be charged per Roll-over;

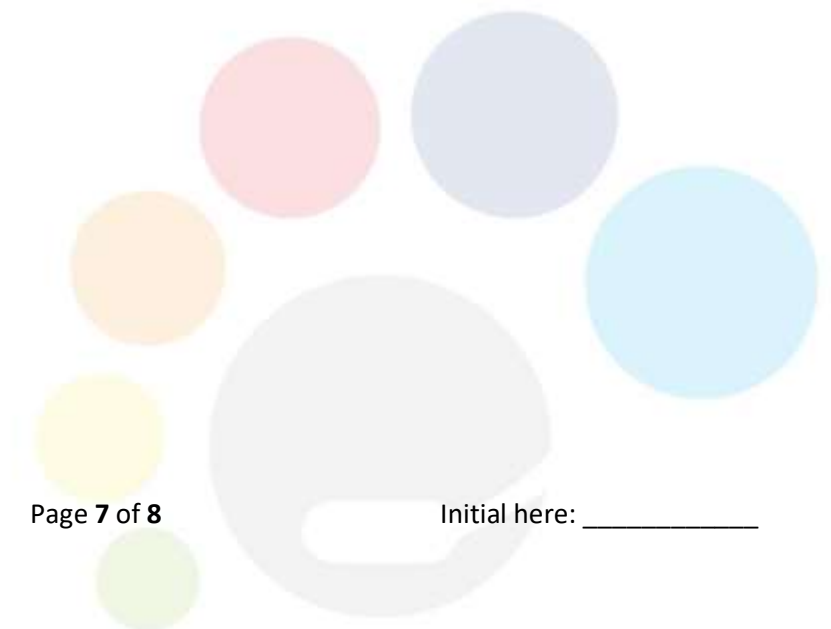
8.3.4 The Roll-over Bundle shall be valid for a period of one month following the Roll-over;

8.3.5 In the event where the Top-Up Bundle is purchased, the Client acknowledge and agrees that: -

8.3.5.1 Roll-over shall not be applicable on the Top-Up Bundle;

8.3.5.2 The Top-Up Bundle shall be consumed first before reverting to the allocated Bundle.

- 8.4 Transfer of data: -
- 8.4.1 The Client shall be able to transfer data between like-for-like Services i.e. Business Internet Fibre to Business Internet Fibre;
- 8.4.2 The Bundle may be transferred within the period starting from the 7th day before the current month end until the last day of that specific month;
- 8.4.3 The transferred Bundle shall be valid for a period of one month following the transfer;
- 8.4.4 Top-Up Bundle that is transferred shall retain its initial expiry date;
- 8.4.5 The Client acknowledge and agrees that an applicable fee shall be charged per transfer.
- 8.5 The Client acknowledges and agrees that the transfer and Roll-over of Bundles shall be applicable only on Business Internet services with a Capped Internet Access offering.
- 9. VOCALL'S RIGHTS**
- 9.1 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.





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PRICING APPENDIX

This schedule is not complete without a signed VOCALL 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 500.00
Site Survey Fee	R0.00
Monthly Service Charge	R0.00
Initial Period	12 (twelve) Months
Termination Notice Period	1 (one) Calendar Month written notice
Payment Terms	30 days after invoice date
Business Internet Services' Bundle Validity Period	30 (thirty) Days
On Sell Approval Required	No
CPE Warranty Period	24 (twenty-four) Months
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

