



These terms shall be deemed to be incorporated within the Vocall Business Internet Service Schedule therein by reference.

1 DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the meanings assigned to them below: -

1.1.1. **"AUP"** means Acceptable Use Policy;

1.1.2. **"Access Link"** 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;

1.1.3. **"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;

1.1.4. **"BI"** means Business Internet;

1.1.5. **"Bit"** means binary digit, the smallest unit of measurement used to quantify computer data;

1.1.6. **"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;

1.1.7. **"Email"** means Electronic Mail which refers to a protocol for the exchange of messages by way of telecommunication systems including but not limited to web browsers and internet service providers;

1.1.8. **"Monthly Service Charge"** means monthly charge raised by Vocall on the Client in regard to the Service, it being recorded that the Monthly Service Charge applicable at the time of signature hereof is recorded in the Pricing Appendix;

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

1.1.10. **"the Service"** means the Business Internet service as further described in Clause 3 of this Document;

1.1.11. **"Service Coverage Area"** means the geographical area in which the Service can be provisioned;

1.1.12. **"Technical Call Centre"** means a call centre operated by Vocall to administer incoming technical Service support or queries from the Client relating to the Service;

1.1.13. **"Uncapped Broadband Internet Access"** means the Business Internet Wireless service offering which provides high-speed Internet access using a transmission technique that carries several data channels over a common wire and that has no limit with regards to the amount of data that can be downloaded for the line speed offered. The Uncapped Broadband Internet Access is subject to the monthly AUP thresholds and once breached the Service will be throttled to 25 % of the original Bandwidth;

- 1.1.14. **“Vocall”** means Vocall Networkx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.15. **“Wireless”** means a Wireless transmission link made up of Point-to-Multipoint (PMP) and Point-to-point (P2P) Near-Line-Of-Sight (NLOS) access network;
- 1.1.16. **“Wireless Network”** means a network that uses radio waves data connections between network nodes;
- 1.1.20 **“Wireless Subscriber Unit”** means a device placed at the Client’s premises that transforms incoming Wireless signals into electronic signals in order to provide telecommunications services over a Wireless network;

2. PROVISION OF THE SERVICE

- 2.1. Vocall shall make the Service available to the Client throughout the duration of the Contract save for circumstances beyond the control of Vocall and subject to the terms and conditions herein contained read together with the Master Services Agreement.
- 2.2. Should the Clients s site fall within the Service Coverage Area, the Service shall be provisioned subject to a physical site survey confirming line of sight from the Client’s site to the Service aggregation point;
- 2.3. The Client acknowledges and agrees that the Service is provided on a Best-Effort basis and Vocall provides no warranty that the aforementioned will be available at all times.
- 2.4. Vocall shall endeavour to ensure the availability of the Service at any location within South Africa, limited to the Coverage Areas only, as published by Vocall from time to time. The premises identified by the Client at the Activation of the Service is deemed the primary premises for the provision thereof, and the Client acknowledges that the provisions of the Service are subject to the aforementioned premises being situated in the Coverage Area.
- 2.5. Bundle information and further parameters applicable to the Service are further detailed in Appendix 1 attached hereto.

3. SERVICE DESCRIPTION

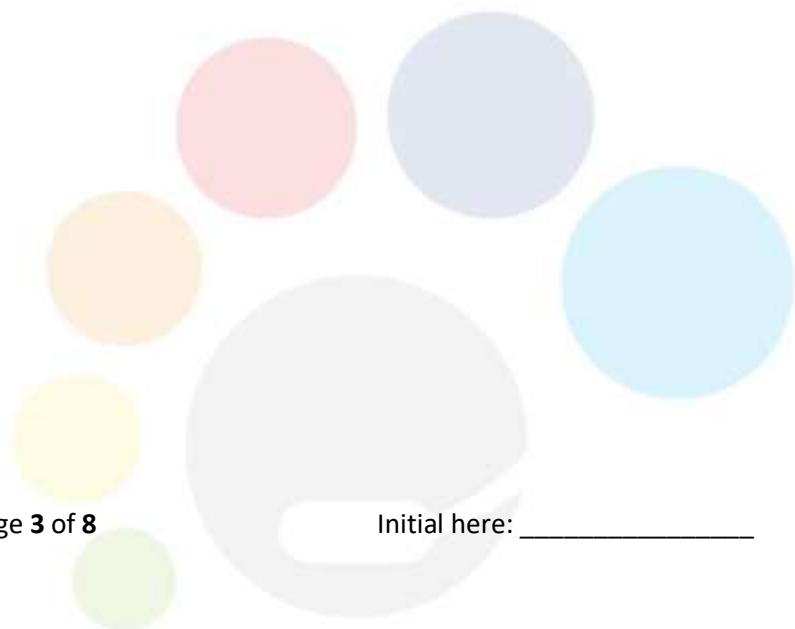
- 3.1. Vocall will provide the Client with a Service referred to herein as Business Internet Wireless which encompasses the provision of a Business Internet Service in terms of which Vocall provides access to the Internet by means of a CPE device, using Wireless connectivity to the sites identified by the Client and as set out in the Pricing Appendix below.

4. CHARGES AND FEES AND PAYMENT TERMS

- 4.1. The Client shall be liable to pay to Vocall a once-off Installation and Activation 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. All invoices shall be settled in full on the date as indicated on each tax invoice.



APPENDIX 1

1. BUNDLES

The Client shall have the option to select one of the following Bundles in order to utilise the Service:

1.1 CAPPED INTERNET ACCESS

1.1.1 The Capped Internet Access Bundles provide the Client with a set number of gigabytes of data usage per month, depending on the Bundle chosen.

Bundle	Business Internet Wireless Service
BI Wireless 20GB	Business Internet Access at 4Mbps
BI Wireless 50GB	Business Internet Access at 8Mbps

1.1.2 In the event that the Bundle is depleted within a calendar month, the Client has an option to purchase a Top-Up Bundle via the online portal.

1.1.3 Clients may choose from different Top-Up Bundles as made available by Vocall for the applicable Business Internet product. The costs for the Top-Up Bundles may be varied from time to time and shall be published on the www.Vocallbusiness.co.za website.

1.1.4 A Top-Up Bundle will be valid for 30 (thirty) days from the date of purchase by the Client.

1.2 UNCAPPED INTERNET ACCESS

The Uncapped Internet Access Bundles provide the Client with a selection of the following Bundles: -

Bundle	Business Internet Wireless Service
4Mbps	Uncapped Business Internet Access
8Mbps	Uncapped Business Internet Access
10Mbps	Uncapped Business Internet Access
20Mbps	Uncapped Business Internet Access
30Mbps	Uncapped Business Internet Access
40Mbps	Uncapped Business Internet Access
80Mbps	Uncapped Business Internet Access

2. USAGE PARAMETERS

2.1 General Usage Parameters



- 2.1.1 The usage parameters set out in this document are designed to assist in protecting the Vocall Network, the Service, Clients and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings.
- 2.1.2 As stipulated in the Acceptable Use Policy, Vocall reserves the right to monitor usage and apply certain restrictions.
- 2.1.3 Any stated speeds and uninterrupted use of the Service are not guaranteed and actual speeds vary based on the amount of traffic on the internet, content on the particular website, or by the overall performance and configuration of the computer connected to the Service and will likely be lower than the speeds indicated during peak hours.
- 2.1.4 The service is offered to the Users of the network at a 10:1 contention ratio therefore Users can experience 1/10 of the subscribed speed at peak hours or during full network load. Users will be able to burst to a maximum of the subscribed speeds when the network allows;
- 2.1.5 See table below for detailed information on the minimum and maximum speeds per service plan;

Business Internet Wireless Service Plans	Maximum Download Speed (Mbps)	Maximum Upload Speed (Mbps)	Minimum Download Speed (Kbps)	Minimum Upload Speed (Kbps)
BI Wireless 20GB Capped	4 Mbps	4 Mbps	409.6 Kbps	409.6 Kbps
BI Wireless 50GB Capped	8 Mbps	8 Mbps	409.6 Kbps	409.6 Kbps
BI Wireless 2Mbps Uncapped	2 Mbps	2 Mbps	204.8Kbps	204.8Kbps
BI Wireless 4Mbps Uncapped	4 Mbps	4 Mbps	409.6 Kbps	409.6 Kbps
BI Wireless 8Mbps Uncapped	8 Mbps	8 Mbps	819.2 Kbps	819.2 Kbps
BI Wireless 10Mbps Uncapped	10 Mbps	10 Mbps	1024 Kbps	1024 Kbps
BI Wireless 20Mbps Uncapped	20 Mbps	20 Mbps	2048 Kbps	2048 Kbps
BI Wireless 30Mbps Uncapped	30 Mbps	30 Mbps	3072 Kbps	3072 Kbps
BI Wireless 40Mbps Uncapped	40 Mbps	40 Mbps	4096 Kbps	4096 Kbps
BI Wireless 40Mbps Uncapped	40 Mbps	40 Mbps	4096 Kbps	4096 Kbps
BI Wireless 80Mbps Uncapped	80 Mbps	80 Mbps	8192 Kbps	8192 Kbps

- 2.1.6 This document is not intended to replace or supersede the Acceptable Use Policy but instead to supplement same and to provide clarity in respect of the usage specific to the Service.
- 2.1.7 Vocall Business Internet offerings are based on the Best Effort premise where no guarantees on throughput can be provided. In an endeavor to improve the user experience on this Best Effort service, and to better manage business critical protocols, Vocall shapes the Business Internet traffic, in order to ensure these protocols, receive priority over the Vocall Network.
- 2.1.8 These protocols include:
 - HTTP
 - HTTPS



- SMTP and POP3
- IMAP
- FTP
- TELNET
- SSH

2.1.9 The following protocols are deemed non-business critical and shall receive the lowest priority on the Vocall network: -

- Peer-to-Peer
- BitTorrent
- Gaming

2.2 Fair Usage Pool

2.2.1 In the event that Vocall identifies abuse of the Service, the “fair user” standard will be applied. Abuse of the network will be calculated by the drawing of monthly usage reports by Vocall, taking into account actual versus projected usage, per Client. Projected usage will be calculated on the historical usage, per Client.

2.2.2 Should a Client’s monthly usage be considered to be as falling outside of acceptable norms according to the fair usage indicators stipulated below as well as the Acceptable Usage Policy and General Usage Parameters as detailed above, the aforementioned usage will be moved into a fair usage pool, without prior notification and with immediate effect. This will result in the Client’s protocols receiving the lowest priority across the Vocall Network, for the remainder of said month, as well as the fact that the Client will have to compete for bandwidth with other users, within this pool.

2.2.3 Monthly fair usage indicators for the Business Internet Wireless Service are as follows: -

Bundle	Download (Kbps)	Upload (Kbps)	Monthly usage limit (GB)
BI Wireless 4Mbps Uncapped	4096	4096	334
BI Wireless 8Mbps Uncapped	8192	8192	440
BI Wireless 10Mbps Uncapped	10240	10240	495
BI Wireless 20Mbps Uncapped	20480	20480	894
BI Wireless 30Mbps Uncapped	30720	30720	1204
BI Wireless 40Mbps Uncapped	40960	40960	1432
BI Wireless 80Mbps Uncapped	81920	81920	2148

2.2.4 Clients that do not reach the above usage limits and utilise protocols considered to be business critical (i.e. HTTP, HTTPS, SMTP, POP3, IMAP, FTP and TELNET SSH) will continue to receive normal prioritization and should not experience a degradation of these services.

3. INSTALLATION PARAMETERS

Vocall shall install the CPE at the site(s) identified by the Client. The mounting will be structurally sound and comply with all appropriate regulations and requirements. Client preference or aesthetic



regulation of the mount location will be considered as long as the request does not present additional labour and costs to Vocall. In the event that the Client preference results in additional costs, such additional costs will be discussed and agreed to prior to installation. In such cases, the installation is deemed as a non-standard installation and Client will be responsible for ensuring that all conditions for installation are met. The billing systems will be updated once the installation is completed as accepted by the Client. The scenarios for this are provided under the non-standard installation section 3.2 below.

3.1 Standard Installation

A standard installation shall entail the following: -

- 3.1.1 All site preparations which can be performed by Vocall where such preparations shall not require subcontracting or use of local facilities personnel;
- 3.1.2 Excludes efforts to structurally reinforce walls or roofs, landscaping, tree removal, excavation into concrete, roadways, paving or pavements for cable conduit, or ducting, roof penetrations, or restricted site of roof access requiring lifts, cranes or helicopters;
- 3.1.3 Wall mounts shall be mounted to surfaces or building materials that can support the wall mount (the following are examples of non- acceptable surfaces stucco, aluminium, or vinyl siding);
- 3.1.4 Grounding according to Vocall specifications;
- 3.1.5 As part of the installation, Vocall shall activate and commission the CPE as well as conduct tests to verify the Service is operational. Vocall shall demonstrate to the Client that the Business Internet Wireless Service is operational by connecting to the Internet via one wired connection and/or one Wi-Fi connection.
- 3.1.6 After demonstrating that the Service is operational, the Client shall sign an installation completion certificate.

3.2 Non-standard installation

A non-standard installation may incur additional costs and shall entail the following: -

- 3.2.1 Cable length between the Wireless Subscriber Unit and the Broadband Router in excess of 50 (fifty) metres;
- 3.2.2 Installations at sites that are in high-rise buildings; or installations that require different reticulation, mounts or site revisits;
- 3.2.3 Where the site is on a rental property and the landlord thereof has strict requirements to meet in order to receive approval for the installation of equipment i.e. requires renegotiation of lease in order to install the CPE or specialized installation to meet landlord approval. Landlord approval is the sole responsibility of the Client and is required prior to the installation commencing.

4. SUPPORT PARAMETERS

4.1 Notwithstanding any support parameters which may be detailed elsewhere in this Agreement, the following support parameters shall be applicable in respect of the service: -

4.1.1 Vocall shall provide the Client with access to the Technical Call Centre.

5. SERVICE LEVEL PARAMETERS

5.1 Notwithstanding any Service level parameters which may be detailed elsewhere in this Agreement, the following Service Level parameters shall be applicable in respect of the Service: -

5.1.1 Installation shall occur within 30 (thirty) Business Days following confirmation of the following: -

5.1.1.1 The necessary underlying infrastructure is in place;

5.1.1.2 Vocall has approved the order and the Client has received an order reference number.

5.1.2 The repairing of faults relating to the Service shall be performed within 48 (forty-eight) Business Hours subject to the following: -

5.1.2.1 The fault repair clock shall take effect after the fault has been reported by the Client to the Technical Call Centre and acknowledgement of same by the Technical Call Centre by means of a fault reference number;

5.1.2.2 The Client will fully co-operate with Vocall's efforts to restore Services, such co-operation may include but is not limited to the following: -

5.1.2.2.1 Access to the Client's premises to restore the affected Service element;

5.1.2.2.2 Negligence or abuse of hardware by the Client or any representative of the Client;

5.1.2.2.3 Monitoring instruction from the Client;

5.1.2.2.4 Any Client action that Vocall is dependent on to close a problem including but not limited to, testing and the contactability of the Client;

5.1.2.2.5 Scheduled Maintenance and agreed downtime.