



DATA MANAGER 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 "APN" means to Access Point Name and refers to the gateway between a Mobile Device and the Client's network and/or the internet;
- 1.1.2 "Contract" means the terms governing the provision of the Service, including this Service Schedule read together with the Master Services Agreement;
- 1.1.3 "Client Administrator" refers to the authorised delegate nominated by the Client to manage all change requests, log service support calls;
- 1.1.4 "End-User" means the third party to whom the Client has on-sold the Service to;
- 1.1.4 "EULA" means the End User License Agreement terms available from Vocall;
- 1.1.5 "Mobile Device" means a portable wireless computing device capable of network interface; used in conjunction with a SIM card; including but limited to smartphone, laptops and tablets;
- 1.1.6 "Monthly Service Charge" means the monthly charge raised by Vocall on the Client in regard to the Service as varied from time to time;
- 1.1.7 "MSISDN" refers to Mobile Station International Subscriber Directory Number and is used for the international identification of Mobile Devices;
- 1.1.8. "Opera Mini Browser" means the web browser which were designed primarily to be operated on mobile phones and smartphones.
- 1.1.8 "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;
- 1.1.9 "RADIUS" means Remote Authentication Dial-In User Service and refers to the Software hosted within the Vocall Datacentre providing the Client with an additional layer of security to the Client APN;
- 1.1.10 "Service" refers to the RADIUS that enables a MSISDN to remotely access to the Client APN after authentication of the MSISDN;
- 1.1.11 "Self Service Portal" refers to the portal accessed by the Client Administrator via a Web Browser enabling the use of the Service;
- 1.1.12 "Software" means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using any the Service, including any computer programme, software



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or other materials embedded in or used in conjunction with the any electronic communications system or equipment operated or maintained by Vocall;

- 1.1.13 "Vocall" means Vocall Networkx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.14 "Vocall Datacentre" means the Vocall or Vocall's service provider's facilities used to house computer systems and associated components;
- 1.1.15 "Web Browser" refers to a software application that locates, retrieves and displays content from the internet sent from a web server onto an internet enabled device that supports the browser.
- 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. PROVISION OF THE SERVICE

- 2.1 Vocall shall make the Service available to the Client and/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 use its best endeavours to ensure that the Service is provided in accordance with the service descriptions. Any failure to do so shall not constitute a breach of the Contract entitling the Client and/to cancel.

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 Monthly Service Charge shall be invoiced monthly in advance.
- 4.2 All invoices shall be settled in full on the date as indicated on each tax invoice.

5. SERVICE DESCRIPTION

- 5.1 Vocall shall configure the Service with the Client APN: -
- 5.1.1 Once configured, the Client Administrator has an election to provision the User's MSISDNs onto the



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Service via the Self-Service Portal; or

5.1.2. Vocall shall provide the Client Administrator with unique username and password to enable access to the Self-Service Portal.

5.2 Access to the Self-Service Portal enables the Client to attend to the following: -

- 5.2.1 Manage the configurations specifications of the Service;
- 5.2.2 Provision/de-provision MSISDNs onto and from the Client APN;
- 5.2.3 Manage data bundle quotas allocated to each MSISDNs;
- 5.2.4 Help manage abuse of the APN data;
- 5.2.5 Access reports regarding the utilisation of the Service.

5.4 Vocall shall provide the Client with a quotation in the event the Client requires bespoke development outside of the Service scope and will only proceed with such development on written acceptance of the quotation by the Client.

6. SERVICE RESTRICTIONS

6.1 The Client and/acknowledges that Vocall shall not support or manage infrastructure not supplied by it or controlled by it;

6.2 The Client in order to procure this Service; requires a Vocall APN;

6.3. The Client and/acknowledges and agrees that in order to utilise the Service access to the internet is required as the Self-Service Portal is accessed via a Web Browser;

6.4 The Client acknowledges that the Service only supports MSISDNs from Vocall SIMs.

7. OBLIGATIONS OF THE CLIENT

7.1 The Client 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;

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 password and/or user names;



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- 7.1.5 be responsible any changes to the configuration specifications of the Service done from the Self-Service Portal;
- 7.1.6 be responsible for the management of the users and/or MSISDNs provisioned onto the Service;
- 7.1.7 only access the Service as permitted by Vocall and shall not attempt at any time to circumvent system security or access the source Software or compiled code;
- 7.1.8 promptly comply with all notices, instructions or directions given by Vocall in respect of the configuration, use or operation of the Service and Software;
- 7.1.9 ensure that all equipment (other than Equipment) and all Software installed by or for the Client are used in conjunction with the Service is compatible with and will function with all other equipment, the Service and Software;

7.2 The Client 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.

8. QUALITY OF THE SERVICE

- 8.1 All descriptions of the Service are indicative only and no express or implied warranty is given as the quality of the Service or any other commitment with regards to speed, capacity or quality of the Service.

9. SOFTWARE

- 9.1 The Client acknowledges 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.
- 9.2 The Client undertakes to keep confidential all operating manuals and other documentation supplied by Vocall in terms of the Contract and shall disclose same to its employees, agents or contractors on a need-to-know basis.
- 9.3 The Client 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.

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.



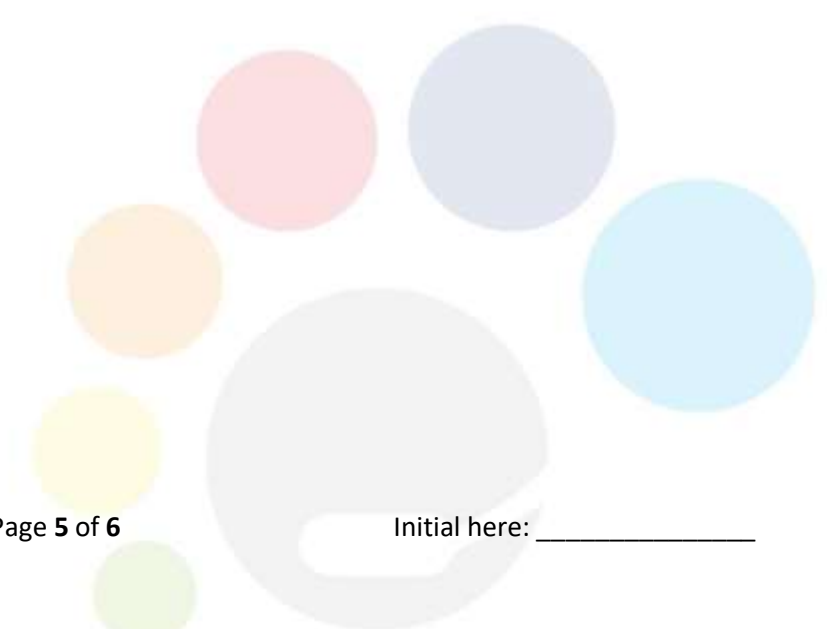
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11. DATA RETENTION

- 11.1 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").
- 11.2 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.
- 11.3 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.

12. 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.





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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
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

