



IPCONNECT AND LANCONNECT ACCESS 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 **“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;

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 **“Cloud”** as defined by the National Institute of Standards and Technology, means a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction;

1.1.4 **“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;

1.1.5 **“Dedicated Internet Access Service”** means uninterrupted, high speed Internet access, with guaranteed quality, as fully set out in the Vocall Dedicated Internet Access Service Schedule;

1.1.6 **“Hosting Services”** means the various hosting services provided by way of Vocall’s managed infrastructure, as fully set out in the Vocall Hosting Services Schedule;

1.1.7 **“Managed LAN Service”** means management of the Client’s local area network (LAN) environment, as fully set out in the Vocall Managed LAN Service Schedule;

1.1.8 **“Monthly Service Charge”** means the monthly charge raised by Vocall on the Client in regard to the Service as set out in the Pricing appendix;

1.1.9 **“MPLS Network”** means the multi-protocol label switching network owned and maintained by Vocall on which the VPN Service is operated;

1.1.10 **“Pricing appendix.”** means the document attached to this Service Schedule detailing the charges payable by the Client for the Service;

1.1.11 **“Service”** means the service in terms of which Vocall provides access to the Internet by means of an Access Link, to the sites identified by the Client and as set out in the Pricing Appendix

1.1.12 **“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



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receive;

- 1.1.13 “**Service Level Definition**” or “**SLD**” means the document attached to this Service Schedule detailing the Service Levels applicable to the Service;
- 1.1.14 “**Service Schedule**” means, in respect of each Service which Vocall provides to the Client, the Service Schedule concluded between the parties, setting out, *inter alia*, a description of the Service, the fees payable and the service levels applicable;
- 1.1.15 “**Site Appendix**” means the Client’s sites able to access the Service as set out in the document attached hereto;
- 1.1.16 “**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 the Service, including any computer programme, software or other materials embedded in or used in conjunction with the CPE and/or any electronic communications system or equipment operated or maintained by Vocall;
- 1.1.17 “**End Users**” means the third party to whom the Client has on-sold the Service to;
- 1.1.18 “**Vocall**” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.19 “**VoIP Calls**” means voice packets either originating or terminating with the Client, transmitted using Voice over Internet Protocol;
- 1.1.20 “**VoIP Service**” means Voice over Internet Protocol, involving transmission of bilateral or multi-lateral voice communications as Internet Protocol voice packets, over data lines, as fully set out in the Vocall VoIP Service Schedule;
- 1.1.21 “**VPN Service**” means virtual private network, as fully set out in the Vocall VPN Service Schedule.
- 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 Services available to the Client (for its own behalf or on behalf of the End-User) 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 the service description as per clause 4 below; and 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 Clients and or End Client’s sole and exclusive remedy shall be for the passing of applicable service credits as set out in the applicable Service Level Definition.



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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. SERVICE DESCRIPTIONS

4.1 The Client shall have an election of between 2 (two) different options, set out more fully below: -

4.1.1 **"IPConnect"** - a dedicated, high capacity managed point-to-Cloud Access Link, as specified in the attached Site Appendix; with the ability to connect to, *inter alia*, the following services, which terms and conditions will be set out in the applicable Service Schedule: -

4.1.1.1 Dedicated Internet Access Service;

4.1.1.2 Managed LAN Service;

4.1.1.3 Hosting Services;

4.1.1.4 VoIP Service; and

4.1.1.5 VPN Service.

4.1.2 **"LANConnect"** - a dedicated, high capacity managed point-to-point Access Link, as specified in the attached Site Appendix.

5. SERVICE RESTRICTIONS

5.1 The Client agrees and acknowledges that the Service is subject to the successful completion of a feasibility study and site surveys.

5.2 The Client acknowledges and agrees 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, further, the Client acknowledges (and shall ensure that the End-User acknowledges) that wireless technologies are subjected to interference, obstruction and changes in signal strength due to weather and other conditions.

6. CHARGES AND FEES AND PAYMENT TERMS

6.1 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.



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- 6.2 The Monthly Service Charge shall be invoiced monthly in advance and the Client shall pay all amounts due and so invoiced as indicated on each tax invoice.
- 6.3 The Client acknowledges and agrees that the Monthly Service Charge shall be exclusive of any costs associated with the provision of internet access, data transmitted or downloaded by means of the Service as well as any VoIP Calls.
- 6.4 The Client acknowledges that it is not entitled to withhold any payment of any Monthly Service Charge due to Vocall for any reason of any alleged breach of the Service Schedules by Vocall or for any other reasons whatsoever, but will be entitled to claim an appropriate service credit as set out in the applicable Service Level Definition.
- 6.5 Notwithstanding anything to the contrary herein contained, any transfer of a point prior to the conclusion of the Initial Period ("Outdoor Transfer" or "Indoor Transfer") may incur, at Vocall's sole and absolute discretion, a transfer charge equal to the actual cost incurred by Vocall for such Outdoor Transfer or Indoor Transfer.
- 6.5.1 Where an Outdoor Transfer is not possible and a transfer of a point prior to the conclusion of the Initial Period requires the termination of an existing Access Link and the connection of a new Access Link, Vocall may, at its sole and absolute discretion, charge the Client a fee equal to the actual cost to Vocall for such termination and new connection.

7. ACCESS TO CLIENT'S PREMISES AND INSTALLATION OF THE CPE DEVICE

- 7.1 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 and or End Client's premises and to remain at such premises: -
- 7.1.1 to carry out any inspection, repair, testing or maintenance of the CPE and other equipment relevant to the provision of the Service;
- 7.1.2 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;
- 7.1.3 to install, collect or remove the CPE; and/or
- 7.1.4 for any other reasonable purpose whatsoever.
- 7.2 To enable the installation of the CPE and any other equipment necessary for the provision of the Service, the Client shall: -
- 7.2.1 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
- 7.2.2 take up or remove such fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers



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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.

7.3 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.

8. OBLIGATIONS OF THE CLIENT

8.1 The Client shall be responsible for procuring and maintaining, in its name and at its expense, all necessary permits and consents required for the provision of the Service and/or the installation and/or use of the CPE and/or any ancillary equipment for the duration of the Contract.

8.2 The Client shall: -

8.2.1 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 or equipment operated by Vocall or any Equipment;

8.2.2 ensure that the Service is used strictly in accordance with Vocall's Acceptable Use Policy available from Vocall;

8.2.3 be responsible for its own local area network and infrastructure and shall implement such reasonable security measures in respect thereof to ensure that the security of the Access Link is not compromised;

8.2.4 promptly comply with all notices, instructions or directions given by Vocall in respect of the installation, use or operation of the Service and the CPE;

8.2.5 subject to the provisions of clause 8.3.2, install, use and maintain all equipment necessary for the provision of the Service in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vocall and the vendor thereof;

8.2.6 at all times retain custody and control of the CPE at the premises occupied by the Client or such other premises as Vocall may have approved for such purpose; and

8.2.7 use the service for its own internal business purposes and shall not be entitled, either directly or indirectly, to transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license or sub-license the Service, either in whole or in part, in any way whatsoever, to any third party without Vocall's prior written consent.

8.3 The Client shall not: -

8.3.1 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;

8.3.2 carry out or permit to be carried out any additions, improvements, adjustments, modifications,



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alterations or replacements to the CPE without the prior written consent of Vocall; or

- 8.3.3 use or permit the use of the Service or any electronic communications equipment 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.

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-USER

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 clause 11.1 above, the Client acknowledges and agrees that the precautions contemplated in clause 11.1 above do not guarantee that the Service is invulnerable to all security breaches.
- 11.3 The Client acknowledges and agrees that Vocall makes no warranty, guarantee or representation 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 Profile Data").
- 12.2 Vocall may, to the extent permitted by law, receive or disclose the Client Profile Data, including personal



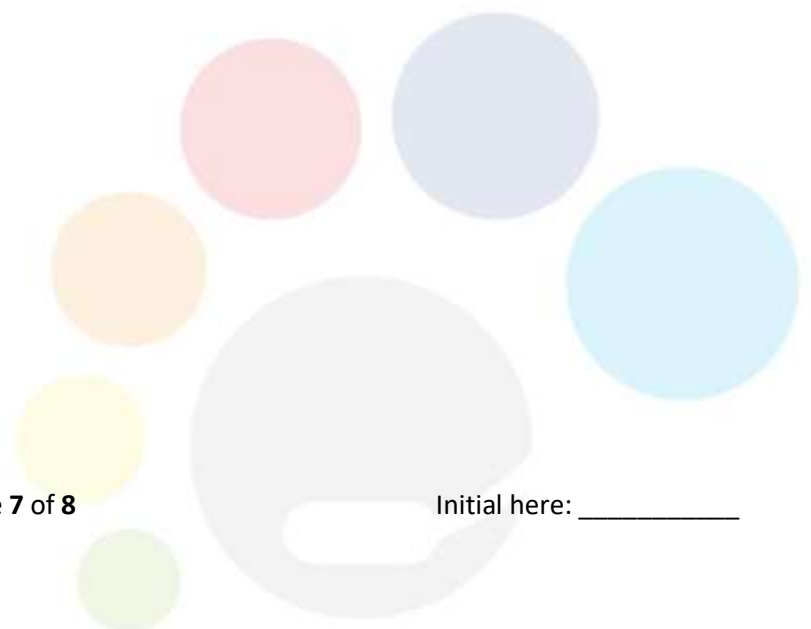
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information, documents, detailed usage records, credit profile information and/or any other credit information.

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. **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
Feasibility Study 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
CPE Amortised Purchase Option Selected	No
TMS Feature Selected	No
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	