



Master Services Agreement

Entered into by and between

VOCALL NETWORKX (PTY) LTD

Registration Number

2015/026642/07

Physical Address

21A Louis Botha Avenue, Somerset West, 7130, Western Cape
(hereinafter referred to as "Vocall")

And

Company Name

Registration Number

Physical Address

(hereinafter referred to as "the Client")

Master Services Agreement

WHEREAS the Client hereby appoints Vocall to render to it certain converged Services and where applicable, procure the rendering of the Services by Service Providers, subject to the terms and conditions contained in this Agreement, **AND WHEREAS** Vocall accepts such appointment.

NOW THEREFORE the parties agree as follows: -

1. INTERPRETATION

- 1.1 Unless otherwise determined by the context, the following words will bear the meanings assigned to them hereunder: -
- 1.2 **“this Agreement”** means these General Terms and Conditions together with all Service Schedules, Quotations, the Acceptable Use Policy and any other annexures, schedules and/or amendments from time to time; as may be agreed to in writing by both Parties;
- 1.3 **“Access Codes”** means usernames, passwords, email addresses and other unique identifiers allowing the Client access to the Services;
- 1.4 **“Acceptable Use Policy”** means the Service Provider’s Acceptable Use Policy, as amended from time to time by the Service Providers in its sole discretion;
- 1.5 **“Applicable Law”** means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vocall in the provision/receipt of the Services and/or (ii) Client/Supplier in the receipt/provision of the Services or the carrying out of its business;
- 1.6 **“Artificially Inflated Traffic”** is associated with activity causing calls to be artificially generated or prolonged for financial benefit, in cases where the calling pattern would not have happened in the normal course of business;
- 1.7 **“Authorised Person”** shall be any person in the employ of Client and/or a person acting on behalf of the Client who is authorised by the Client to accept Quotations from Vocall. The Client may in writing notify Vocall of the person or designation who has been authorised by the Client to accept Quotations. In the absence of such notification by the Client, an employee or person acting on behalf of the Client in accepting Quotations, shall be deemed to be an Authorised Person;
- 1.8 **“Authorised User”** shall be any person in the employ of Client and/or a person acting on behalf of the Client who is authorised by the Client to access Software Platforms.
- 1.9 **“Balance of Contract”** means the documentation rendered to the Client by Vocall and/or the Service Provider which shall include the Initial Contract Start Date, Initial Contract End Date and the Initial Balance of Contract Term;

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- 1.10 “**Business Days**” means Monday to Friday, both days inclusive, but excluding officially promulgated South African public holidays that fall on or between a Monday and Friday;
- 1.11 “**Business Hours**” means those hours between 08:00 to 17:00 Monday to Friday on any Business Day;
- 1.12 “**Commencement Date**” means the date of last signature of this Agreement;
- 1.13 “**Charges**” means non-variable charges raised monthly by Vocall on the Client’s account in regard to the Service as set out in the Quotation and, as varied from time to time;
- 1.14 “**CLI**” means caller line identification permitting the originating caller’s number and/or name to be displayed on the terminating terminal;
- 1.15 “**the Client**” – as set out in Schedule A – Client Particulars;
- 1.16 “**Content**” means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things;
- 1.17 “**Customer**” means an individual or company that purchases goods or services from the Client;
- 1.18 “**ECNS provider**” means Electronic Communications Network Services providers licensed to provide those Services in terms of the Electronic Communications Act 36 of 2005;
- 1.19 “**Equipment**” means equipment supplied by Vocall or its third-party suppliers to the Client, on the basis of a loan or rental, to enable the Client to utilise the Services;
- 1.20 “**Group**” means any corporation, company, or other entity which is (i) controlled by a Party; (ii) controls a Party; or (iii) is under common control with a Party and “control” means that more than 50% (fifty percent) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity;
- 1.21 “**ICASA**” means the Independent Communications Authority of South Africa;
- 1.22 “**Minimum Subscription Term**” means the minimum period in calendar months a Service will be contracted for by the Client as indicated in the Service Schedule;
- 1.23 “**Monthly Recurring Charges**” means variable charges raised by Vocall on the Client’s account in regard to the Service as set out in the Quotation and, as varied from time to time;
- 1.24 “**Quotation**” means the document issued by Vocall setting out the Services and or Equipment to be provided, the delivery schedule, the Charges, Monthly Recurring Charges, pricing, Minimum Subscription Term, Subsidy Recovery Charge, early termination fee, equipment recovery charges, the terms and conditions and payment terms. Vocall will only act once it receives a signed Quotation (“**Accepted Quotation**”) by an Authorised Person via e-mail, facsimile or hand delivered;
- 1.25 “**Project Completion Certificate**” means the documentation rendered to the Client by Vocall and/or the Service Provider which shall include the Solution Identification Number, Service Description, Service

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Commencement Date and which date shall be the prevailing date as indicated in the “Balance of Contract” document;

- 1.26 “**the Network**” means the physical wireless or wired network operated and made available by the Service Provider as well as a virtual network (using Multi Packet Label Switching or related technologies) operated and made available by the Service Provider over its own network as well as the networks of ECNS providers;
- 1.27 “**Party**” means either Vocall or the Client, as the case may be;
- 1.28 “**RICA**” means the Regulation of Interception of Communications and Provision of Communication related Information Act No 70 of 2002;
- 1.29 “**Uncontrollable event**” means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, government controls / restrictions / prohibitions / failures, rebellions or revolutions in any country, power outages and / or load shedding, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, or any other event or occurrence that is outside of Vocall or its Service Provider’s control;
- 1.30 “**the Services**” or “**a Service**” means the converged solutions Services provided by the Service Provider to the Client pursuant to the conclusion of a Service Schedule;
- 1.31 “**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, the Service levels applicable.
- 1.32 “**Service Providers**” means third-parties contracted by Vocall to provide Services to the Client;
- 1.33 “**Software Platforms**” means any software application provided by Vocall or its Service Providers for the Client to access;
- 1.34 “**Subsidy Recovery Charge**” shall mean a fee to be levied, where applicable, when a Service is terminated before the Services end date as specified in the Service Schedule;
- 1.35 “**the System**” means, collectively, the Network, any network provided by an ECNS provider (if applicable), the Equipment and the Client’s equipment;
- 1.36 “**the Tariff Schedule**” means the schedule of charges payable for the Service as published by Vocall and/or the Service Provider from time to time as approved by ICASA where applicable;
- 1.37 “**Territory**” means the Republic of South Africa;
- 1.38 “**VAT**” means Value-Added Tax as set out in the Value-Added Tax Act 89 of 1991.
- 1.39 Words importing a gender include any gender;
- 1.40 Words importing the singular includes the plural and vice versa;

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- 1.41 When any number of days is prescribed, it shall be exclusive of the first day and inclusive of the last day unless the last day falls not on a Business Day, in which case it shall be inclusive of the next Business Day;
- 1.42 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time;
- 1.43 If any provision in the definitions Clause is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions Clause, effect shall be given to it as if it were a substantive provision of this Agreement;
- 1.44 All expressions contained in the body of this Agreement shall have the same meaning in all of the Service Schedules and/or addenda attached hereto from time to time;
- 1.45 The headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 1.46 This Agreement shall, unless the context so requires, include any special terms and conditions agreed in writing between Vocall and the Client.

2. COMPONENTS OF THIS AGREEMENT

- 2.1 The Service Schedule(s) as well as the Service Order(s) shall be deemed to be incorporated herein, and shall form an integral part of this Agreement.
- 2.2 This Agreement shall operate as a severable and distinct agreement in respect of each Service Schedule and Service Order pertinent to the Services ordered by Client from time to time, and any additional conditions in any such Service Schedule(s) and Service Orders contained shall be deemed to be incorporated herein, and shall form part of this Agreement.
- 2.3 In case of any conflict, unless specifically otherwise provided for, the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict:
- 2.3.1 This Master Services Agreement and the Schedules;
- 2.3.2 The Annexures of this Agreement;
- 2.3.3 The Quotation(s);
- 2.3.4 The Service Schedule(s).
- 2.4 Vocall shall confirm in writing each Quotation accepted by the Client before execution thereof.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the Commencement Date and continue until terminated by either Party giving not less than 3 (three) calendar months written notice.

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- 3.2 If this Agreement is terminated in writing then all Service Schedules will terminate on the same termination date, notwithstanding any specific Service Schedule terms and conditions. All obligations of each Party vis-à-vis the other remain in force during 3 (three) calendar months termination period.
- 3.3 It is specifically recorded that upon termination of all Service Schedules, this Agreement shall ipso facto terminate.
- 3.4 Each Service Schedule shall commence on the date provided for therein and shall continue for the period provided for therein subject to termination as provided for therein.
- 3.5 Notwithstanding the provisions of clause 3.1 above, the Client may, on not less than 3 (three) calendar months written notice to Vocall, terminate any Service Schedule subject to the specific additional terms set out in that Service Schedule or relevant Quotation for the Service being terminated.

4. CREDIT VETTING

- 4.1 The Client hereby consents to: -
- 4.1.1 Vocall performing credit searches/checks with one or more of the registered credit bureaus when assessing Client's application for services to be provided;
- 4.1.2 Vocall monitoring and recording Client's continued payment behaviour by researching their record at registered credit bureaus and to use such new information and data obtained from registered credit bureaus in respect of Client's future applications for Services;
- 4.1.3 Vocall recording the Client's payment behaviour and in case of continued defaults by Client, reporting such to registered credit bureaus.
- 4.2 The Client agrees that Vocall may, in its sole discretion, require the Client to provide: -
- 4.2.1 surety for new Services, or
- 4.2.2 for existing Services, when the Client's risk indicates a higher risk as per 4.1.2 than at the time of concluding this Agreement, by giving the Client thirty (30) calendar days written notice: -
- 4.2.2.1 new surety where no surety is in place; or
- 4.2.2.2 additional surety, in the case where surety is in place.

5. SERVICE SCHEDULES

- 5.1 Each Service Schedule shall be deemed to be a separate agreement on the terms and conditions set out therein and the termination of any specific Service Schedule shall not be deemed to constitute a termination of any other Service Schedule or this Agreement, all of which shall continue to be of full force and effect.

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- 5.2 In the event of any conflict or inconsistency between this Agreement and a Service Schedule, then the provisions of the Service Schedule shall prevail.
- 5.3 Each Service Schedule shall be catalogued numerically for identification purposes and shall provide: -
- 5.3.1 Description of the Service to be rendered;
 - 5.3.2 Effective date, initial period and termination notice period;
 - 5.3.3 Charges, Monthly Recurring Charges, fees, payment terms and discounts if applicable;
 - 5.3.4 Subsidies, installation fees, early termination fees, equipment recovery fees and reactivation fees in case of suspension where applicable;
 - 5.3.5 Key Performance Indicators (“KPI’s”), means of measurement thereof and required service levels;
 - 5.3.6 Escalation procedure in the event of a fault;
 - 5.3.7 Undertakings, terms and conditions not contained in this Agreement; and
 - 5.3.8 Any additional information required as provided for in this Agreement and or the Schedule.

6. CHARGES AND FEES

- 6.1 Provision of Services is subject to credit vetting and approval by Vocall.
- 6.2 Pricing for certain Services may be subject to change due to currency exchange rate fluctuations.
- 6.3 Pricing of certain Services such as Satellite, Fibre and/or Microwave access may be subject to a feasibility study and/or site survey, the cost thereof will be for Vocall.
- 6.4 In the event that the feasibility and/or site survey: -
- 6.4.1 Determines different requirements as what was quoted, Vocall will present the Client with an amended Quotation for approval;
 - 6.4.2 Results are deemed not viable to proceed, either Party is entitled to cancel the Quotation.
- 6.5 Charges and fees shall be payable as follows: -
- 6.5.1 Vocall will issue the Client monthly with a separate tax invoice for each Service;
 - 6.5.2 The Client shall be billed monthly in advance for Charges and monthly in arrears for Monthly Recurring Charges (i.e. call rate charges, out-of-bundle charges, subscription charges, etc.);
 - 6.5.3 Where a Service is not activated on the first day of the month, the Client shall be charged a pro-rata portion of the monthly fees in respect of that month;
 - 6.5.4 Calls and/or connections registered and recorded as having emanated from the Equipment shall be deemed to have been made by or by means of the Equipment and the Client shall remain liable for those related charges;
 - 6.5.5 Call charges shall be invoiced monthly in arrears based on the volume of calls emanating from the Client and verified on the Software Platforms, which shall be final and binding on the Client.

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- 6.6 Save as expressly stated to the contrary, prices specified in any Service Schedule shall be exclusive of: -
- 6.6.1 any applicable VAT (or any similar tax in any relevant jurisdiction) which shall be paid in addition by the Client to Vocall. If VAT is chargeable in respect of any amount payable hereunder, the Client shall, upon receipt of an appropriate tax invoice, pay to Vocall the VAT chargeable in respect of that payment. The Client agrees to provide its VAT registration number and such other further information as Vocall may reasonably request in relation to any supply hereunder.
- 6.6.2 Service fees relating to any ECNS provider which are procured by the Client directly and not specified in a Service Schedule, will be paid by the Client directly on such terms as are agreed between the ECNS provider and the Client.

7. ADJUSTMENT OF CHARGES

- 7.1 Notwithstanding anything to the contrary herein contained, Vocall shall have the right, on each anniversary of the effective date of a Service Schedule, to vary the Charges and Monthly Recurring Charges payable by the Client thereunder, on 2 (two) months' written notice to the Client, provided that:
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- 7.1.1 in the case of a Service not regulated by a regulatory authority, any increase levied by Vocall in terms of this clause shall not exceed the latest published Consumer Price Index figures, excluding interest rates on mortgage bonds ("CPI") as published from time to time by Statistics South Africa on the anniversary date. The latest officially published CPI figures immediately preceding the anniversary date, will be used in the determination of such increase; and
- 7.1.2 in the case of Services which is regulated by a regulatory authority, any increase levied by Vocall in terms of this clause 7 shall not exceed those charges and fees lodged with and approved by the regulatory authority.
- 7.2 Without in any way derogating from the provisions of this clause 7, Vocall undertakes to review its pricing in the event of a downward adjustment by Vocall's third-party suppliers' tariffs in respect of the Services.

8. CLIENT RESPONSIBILITIES

If the Client fails to comply with any of its responsibilities under this Agreement or in any Service Schedule, then Vocall will not be liable for any resulting delay or failure to provide the Services and any relevant time periods for Vocall shall be extended until the Client has complied with its responsibilities. Vocall shall be entitled to charge the Client for any costs incurred by Vocall as a result of any failure by the Client to satisfy such responsibilities.

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9. USE OF SERVICES AND EQUIPMENT

- 9.1 Compliance with terms: The Client will only use the Services and Equipment in accordance with (i) applicable law, (ii) the terms of this Agreement, (iii) any documentation provided by Vocall to the Client in relation to any Software which restricts the use of the Software to certain feature sets or other restrictions which may apply from time to time; and (iv) any other reasonable instructions or conditions notified to the Client by Vocall (including any given as a result of instructions imposed by the Independent Communications Authority of South Africa). Without limiting the generality of the foregoing, the Client shall specifically ensure that it complies with all requirements of RICA and in particular shall verify and record all the information that the Client is obliged to record and store in terms of RICA; The Client shall ensure that its Authorised Users also comply with the obligations set out in this clause 9.1.
- 9.2 Restrictions on use of the Services: The Client shall not use, and shall take reasonable steps to ensure that Authorised Users shall not use the Services and Equipment: -
- 9.2.1 for the transmission of illegal or offensive material;
 - 9.2.2 for the transmission of material that contains software viruses or any other disabling or damaging programs;
 - 9.2.3 in any way which impairs or damages the Network or the provision of the Services; or
 - 9.2.4 fraudulently or illegally or in violation of this Agreement.
- 9.3 No reselling: The Client shall not resell, distribute, provide or sub-licence the Services or Equipment to any third party where no reselling is indicated on the Service Schedule without the written approval of Vocall.
- 9.4 Accessing the Internet: The Client may use the Services to access the internet, other data networks, websites and other resources or to download Content and load software applications onto Equipment that generate communications traffic (both intentionally and accidentally). The Client shall be responsible for all Charges which result from such access. Such access shall be at the Client's own risk. Vocall shall not be responsible for such Content unless Vocall is the Content provider in which event separate terms and conditions will apply.
- 9.5 Installation of Equipment: If Equipment is required to be installed, the Client shall: -
- 9.5.1 obtain in advance of the installation date all necessary approvals to allow the Equipment to be installed;
 - 9.5.2 provide Vocall with all necessary assistance, documentation and access to premises and property to enable Vocall to carry out the installation on time;
 - 9.5.3 carry out all preparatory work to allow Vocall to carry out the installation on time.

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9.6 Responsibility for Authorised Users: Any Authorised User may use the Services and Equipment provided under this Agreement. The Client will remain responsible for all obligations relating to the Services and Equipment, including payment obligations.

9.7 Authorised Users: Where Vocall designates that access to a Service shall be provided only to Authorised Users, Vocall may provide each Authorised User with a username, password or access code. The Client shall make sure that such details are kept current, secure, are used only in accordance with this Agreement and that Vocall is notified of the identity of Authorised Users from time to time. Vocall accepts no liability for any unauthorised or improper use of any username, password or access code, or for any unauthorised disclosure of usernames, passwords or access codes to third parties. The Client shall be bound by and liable for all acts and omissions conducted using the username and password up until the time that it informs Vocall those details are being used without authority. The Client may be required to sign separate terms and conditions to enable access to a Vocall management portal.

10. EXPORT CONTROL

The Client acknowledge and accepts that Service Providers are operating internationally and must comply with economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered (“Sanctions”), as well as all trade control laws and regulations (“Trade Control Laws”) enacted or enforced by the governments of the United Kingdom, European Union, United States of America and any other countries. Each Party shall, in the context of the Services: -

10.1 comply with all Sanctions and Trade Control Laws enacted or enforced,

10.2 not knowingly do anything which may cause the other Party to breach Sanctions or Trade Control Laws;

10.3 provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end Client information, destination and intended use of goods or services;

10.4 notify the other Party in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to Sanctions and Trade Control Laws or any material change in the status of any of the Parties to this Agreement in respect of: -

10.4.1 Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction;

10.4.2 Licence or authorisation status e.g. a loss of licence/authorisation in respect of Sanctions or Trade Controls;

10.5 have the right to terminate this Agreement if any of the provisions of this clause are breached; and

10.6 have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.

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11. PAYMENT TERMS

- 11.1 Tax invoices are due and payable on the due date indicated on the tax invoice.
- 11.2 The Client may affect payment by using electronic funds transfer directly into the Vocall nominated bank account without any offset, using the invoice number as the deposit reference. Proof of payment must be forwarded to Vocall via electronic mail to: accounts@vocall.co.za
- 11.3 Vocall in its sole discretion may suspend any or all Services immediately without notice in the event of invoices overdue more than 15 days until all outstanding invoices are paid in full.
- 11.4 The computerised accounts of Vocall or any certificate signed by any credit manager of Vocall shall be prima facie proof of all payments made by the Client and the validity of all charges and fees payable by the Client pursuant to this Agreement and of the amounts outstanding at any time by the Client.
- 11.5 The Client may not withhold payment and is not entitled to set off any amount due to the Client by Vocall against invoices.
- 11.6 Vocall may levy interest on any unpaid invoice or overdue amount.
- 11.7 Vocall in its sole discretion may levy a Failed Debit Order Fee against the Client's account in the event of a Debit Order that instruction failed against a Client nominated bank account, if the Client select the Debit Payment method.
- 11.8 Payment of a tax invoice does not prejudice the Client's or Vocall's ability to dispute the accuracy of an invoice within the limitation period under applicable law.

12. EQUIPMENT

- 12.1 Vocall shall deliver Equipment to the delivery address set out by the Client including a delivery note.
- 12.2 Ownership of Equipment: -
 - 12.2.1 Ownership of Equipment provided to the Client free of charge shall remain with Vocall. Ownership of Equipment purchased by the Client shall pass to the Client upon the payment in full for that Equipment.
 - 12.2.2 Risk in the Equipment shall pass to the Client upon delivery.
 - 12.2.3 If the Equipment is damaged on receipt, the Client shall notify Vocall as soon as possible and in any event within 5 (five) Business Days of receipt and provide written details evidencing such damage. If Equipment is not delivered within 10 (ten) Business Days of the delivery date specified by Vocall when the Quotation is accepted, the Client shall notify Vocall as soon as possible. On receipt of such notice, Vocall shall, provided that there is no dispute as to delivery or damage, within a reasonable time send replacement Equipment.

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- 12.3 Repair and Replacement: If Equipment supplied to the Client by Vocall becomes faulty for reasons unconnected with the Client's or any Authorised User's acts, omissions or misuse (including failure to follow the manufacturer's guidelines) of the Equipment within the manufacturer's warranty period, the Client shall notify the fault to Vocall. On receipt of such notice, Vocall's sole liability shall be to at its own option either repair or replace the faulty Equipment in accordance with the terms of the relevant manufacturer's warranty.
- 12.4 Upgraded Device: If the Client wishes to upgrade any device which has not completed any Minimum Subscription Term, then the Client shall pay the full price of such upgraded Equipment (i.e. the non-subsidised price of the Equipment). The upgraded device shall be subject to a connection period equivalent to the balance of the Minimum Subscription Term that applied to the original device.
- 12.5 If Equipment is required to be installed, used or maintained at a Client site, then the Client shall: -
- 12.5.1 obtain before the installation or maintenance date all necessary consents or approvals to allow the Equipment to be installed or maintained;
- 12.5.2 provide Vocall with all necessary assistance, documentation and access to premises and property to enable Vocall to carry out the installation or maintenance on time;
- 12.5.3 carry out all preparatory work to allow Vocall to carry out the installation or maintenance on time; and
- 12.5.4 at its own cost and expense provide: (i) suitable space and environmental conditions for the Equipment used to provide the Services, and (ii) all necessary services at the site for the installation, use and maintenance of the Equipment including, for fixed line services, an adequate power supply, lighting, security and equipment bonding with associated earthing.
- 12.6 The Client acknowledges and agrees that all rights of ownership in and to Equipment shall, at all times, remain vested in Vocall and accordingly, the Client shall not hold itself out as the owner of the Equipment, nor sell, transfer, dispose of, mortgage, charge or pledge the Equipment or permit the possession or control of the Equipment to be taken away from the Client.
- 12.7 Notwithstanding the provisions of clause 12.6 above, all risk in and to the Equipment shall pass to the Client on delivery thereof to the Client and the Client shall be liable for any and all loss, theft or destruction of or damage thereto, howsoever arising.
- 12.8 Vocall shall be entitled to recover from the Client any costs relating to repairs, replacements, adjustments or error corrections arising out of a failure by the Client to abide by the provisions of this clause 12 and the Client shall make payment to Vocall in respect of such costs upon demand.

13. SOFTWARE TERMS

Where the Services or Equipment provided include Software: -

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- 13.1 Grant of licence: Subject to the terms and conditions of this Agreement including any relevant Service Schedule, Vocall grants or will make sure that the licensor will grant to the Client from the date on which the relevant Service is first made available to the Client a non-transferable, non-sublicensable and non-exclusive licence to use the Software during the Term or the Minimum Service Schedule Period in the Territory in object code form for the Client's and its Authorised Users' internal use.
- 13.2 Restrictions on Use: The Client shall: -
- 13.2.1 use the Software only in the Territory (unless otherwise specified in the applicable Service Schedule);
- 13.2.2 not (and shall not authorise or allow any third party including any Authorised Users to): (i) copy or use the Software or any part, unless expressly authorised by this Agreement, (ii) use the Software on unauthorised equipment or products, (iii) modify the Software or create derivative works based upon the Software or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, unless and only to the extent any foregoing restriction is prohibited by applicable law, (iv) use or allow the Software to be used to perform services for third parties, (v) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software, or (vii) alter or remove any proprietary notices or legends contained on or in the Software; and
- 13.2.3 make sure that Authorised Users also comply with the obligations set out in this clause 13.2.
- 13.3 Where Authorised Users are specified in a Service Schedule, an Authorised User shall be provided with a username and password by Vocall. The Client shall make sure that such details are kept secure and used only in accordance with this Agreement. Vocall accepts no liability for any unauthorised or improper use of any password, or for any unauthorised disclosure of usernames and passwords to third parties. The Client shall be liable for all acts and omissions conducted using the username and password up until the time that it informs Vocall that such details are being used without authority.
- 13.4 Vocall may disable the Software and disable any accounts provisioned as part of a Service Schedule upon the expiry of the Service period or termination of that Service Schedule.
- 13.5 Post termination obligations: Upon termination of the right to use the Software for any reason, the Client agrees to destroy all copies, including partial copies, of the Software and any related documentation and to certify that the Software is purged from all Equipment, devices, computer memories and storage devices within the Client's control.
- 13.6 Equipment Software is licensed under and subject to the terms of (i) any standard form end user licence agreement, (including shrink wrap or click-through software licences) and open source licence provided with the Equipment (ii) any relevant Service Schedule.

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13.7 Where the Services or Equipment include software which is owned by a third party and which is directly licensed to the Client or Associated Company or used by the third party separately from this Agreement (“Third Party Software”), the Client acknowledges that such Third Party Software is subject to the terms of any standard form end user licence agreement, (including shrink wrap or click-through software licences) and open source licence provided by the third party with the Services and Equipment.

14. WARRANTIES

14.1 Vocall warrants that: -

14.1.1 it has the necessary competency to fulfil its obligations as set out in this Agreement; and

14.1.2 the Services shall be rendered in a proper, professional and workman-like manner by appropriately qualified personnel;

14.1.3 to the best of its knowledge, no claim, lien or action exists or is threatened against Vocall which will interfere with the Client’s rights under this Agreement; and

14.1.4 all regulatory licenses, permits, approvals, authorisations and consents required to perform the Services have been obtained and are valid as at the Commencement Date.

14.2 Save as expressly otherwise stated in this Agreement or any Service Schedule, Vocall does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Services whether express, implied or tacit, by statute, common law or otherwise.

14.3 Where any equipment is purchased by the Client from Vocall, Vocall undertakes to transfer to the Client all warranties and/or guarantees on the equipment provided by the manufacturer and shall provide the Client with all documentation detailing the terms and conditions thereof as well as any exclusions therefrom.

15. SUSPENSION OF THE SERVICES

15.1 Vocall shall be entitled, without prejudice to any right it may have in terms of this Agreement or at law, at any time and on such notice as may be reasonable in the circumstances, to suspend provision of the Services or any part thereof in any of the following circumstances: -

15.1.1 If a Client or an Authorised User commits a material breach of this Agreement, Vocall shall be entitled to suspend the Services and/or any Equipment from using the Network such suspension will be without notice; and/or

15.1.2 in the event that the quality of the Services, the System or the operation of the Network is adversely affected due to any act or omission on the part of the Client; and/or

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- 15.1.3 in the event that the Client infringes the intellectual property rights of any Service Provider in relation to the provision of the Services.
- 15.2 From time-to-time Vocall will need to carry out maintenance, modification and testing of the Network, during which time Vocall shall be entitled to suspend the Services. Vocall may also suspend the Services if there is a technical failure of the Network, to safeguard the security and integrity of the Network or if required by law. Vocall shall keep all suspensions to a minimum.
- 15.3 Vocall can without notice to the Client suspend or restrict the use of any of the Services (other than emergency services) by the Client and/or any Authorised User(s) if: -
- 15.3.1 Vocall believes that any number, SIM, Equipment or Services are being used in an unauthorised, illegal or fraudulent way; or
- 15.3.2 where Vocall identifies what it reasonably determines to be Artificially Inflated Traffic.
- 15.4 If the Services are suspended due to the Client's acts and/or omissions, the Client must pay to Vocall all reasonable costs and expenses incurred by Vocall in the implementation of such suspension and/or the recommencement of the suspended Services and all Charges for the Services during any such period of suspension.

16. LIMITATION OF LIABILITY

- 16.1 Save to the extent otherwise provided for in this Agreement or where Client is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, Vocall does not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any Service.
- 16.2 Vocall shall perform its obligations hereunder with a reasonable degree of skill and care.
- 16.3 Vocall shall not incur any liability for any loss or damages to the property or injury to the Client or a third party, arising out of the performance of this Agreement, whether direct or indirect, consequential or contingent.
- 16.4 In any event, to the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, Vocall's liability to the Client for any damages howsoever arising shall be limited to the amounts paid by Client under this Agreement in consideration for a Service during the immediately preceding 12 (twelve) month period in respect of the Service which gave rise to the liability in question, provided that in no instance will Vocall's liability exceed R250 000.00 (two hundred and fifty thousand Rand).
- 16.5 Vocall shall not be liable for and the Client will have no claim of whatsoever nature against Vocall as a result of: -

Master Services Agreement

- 16.5.1 any unavailability of, or interruption in the Service due to a Force Majeure or Uncontrollable event; and
- 16.5.2 any damage, loss, cost or claim which the Client may suffer or incur arising from any suspension or termination of the Service/s for any reason contemplated in this Agreement; or
- 16.5.3 any expenses, damages or other liabilities incurred or suffered by Client arising from the cancellation of the Service from any third-party service provider and/or transfer of the Service to another third-party service provider.
- 16.6 The provisions of this Clause shall continue to apply notwithstanding the termination or expiry of this Agreement.

17. ASSIGNMENT AND SUB-CONTRACTING

This Agreement is specific to the Client and the Client shall not be entitled to cede or assign its rights and/or delegate its obligations, either partially or entirely, to a third party without the prior written consent of Vocall.

18. TERMINATION

- 18.1 Without prejudice to any other rights which may accrue before or after any termination any Party may terminate this Agreement forthwith in the event that the other Party: -
 - 18.1.1 hereto is in a material breach of any of its obligations in terms of this Agreement and in the case of a remediable breach, fails to remedy such breach within 30 (thirty) days of receiving written notice to do so; or
 - 18.1.2 makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act 24 of 1936, or any act which would have been an act of insolvency had it been committed by a natural person or if any petition or application in sequestration, liquidation, winding-up or judicial management (including rescue proceedings as provided for in the Companies Act 71 of 2008) is presented by or made against it, or if any wind-up resolution is passed or if a receiver, trustee or curator is appointed over the whole or any part of its assets or estate or if any Party anticipates that any of the events set out in this Clause are imminent; or
 - 18.1.3 does or allows to do anything which in the other Party's reasonable opinion shall or may have the effect of negatively affecting the operation of the Service.
- 18.2 Vocall may, if the Client defaults in its payment obligations in accordance with this Agreement: -
 - 18.2.1 notify credit bureaus of the Client's default; and/or
 - 18.2.2 disconnect or recover the Equipment, where relevant, or Services to prevent any further use thereof.

Master Services Agreement

18.3 Upon termination of this Agreement Vocall shall disconnect the Service and the Client shall return all Equipment to Vocall within 7 (seven) Business Days from date of such termination. Should the Client fail to return such Equipment to Vocall, the Client shall be liable to Vocall for the total replacement value of all Equipment not returned.

18.4 Notwithstanding Clause 18.3 above, the Client may request Vocall to recover the Equipment, in which case the Client shall be liable to Vocall for all costs incurred by Vocall to recover such Equipment.

19. CONSEQUENCES OF TERMINATION

19.1 On termination of this Agreement or any Service Schedule the Client, any associated companies and its Customers shall stop using the Services and Equipment unless otherwise agreed by Vocall.

19.2 All relevant Service Schedules and Subscriptions shall terminate at the same time as this Agreement and Vocall will levy a Subsidy Recovery Charge as specified in the Service Schedule unless otherwise agreed by the Parties.

19.3 The Client will secure all Equipment and remain liable for such Equipment until recovered by Vocall or Vocall's Services Providers.

19.4 Where applicable, Vocall may after giving reasonable notice to the Client enter any site where Equipment is located to recover such Equipment and the Client will not sell or transfer possession of the Equipment to any third party.

19.5 The Client shall pay any applicable Subsidy Recovery Charge. This clause shall apply if: -

19.5.1 the Client has ended this Agreement under clauses, or

19.5.2 the Client requests the ending of any Subscription which has not fulfilled the Minimum Subscription Term; or

19.5.3 ending of this Agreement results in the ending of any Subscription which has not fulfilled a Minimum Subscription Term.

19.6 Termination of this Agreement shall not end or affect any accrued rights or obligations of either Vocall or the Client.

20. DATA PROTECTION

20.1 Applicable privacy law: Vocall and the Client shall comply with The Protection of Personal Information Act (Act No. 4 of 2013) in respect of Customer data ("Data").

20.2 The Client acknowledges and agrees that Data is processed as a result of Services being provided and that Vocall is the controller for such Data. The Client shall ensure that such Data is accurate and up to date when processed.

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- 20.3 Where required by law (i) the Client authorises the processing of the Data and (ii) agrees to use reasonable endeavours to notify Customers about: -
- 20.3.1 Processing for maintaining the security, integrity and quality of the Services. Such processing may include interception, monitoring or recording of communications in accordance with applicable law;
 - 20.3.2 Processing by Vocall for the purposes of performing this Agreement and providing the Services;
 - 20.3.3 Processing for Vocall's own market research and analysis in order to develop and improve products, services and commercial propositions. Such processing will not include providing Data to third parties or making it publicly available.
- 20.4 The Client shall notify Vocall in writing authorising the processing of Data by third parties: -
- 20.4.1 if required by applicable law, court order or Privacy Authority and/or National Regulatory Authority; or
 - 20.4.2 where such third parties are sub-contracted processors of Vocall; or
 - 20.4.3 to financial agencies (including debt collection or credit reference agencies, fraud monitoring schemes and credit providers) for credit vetting purposes; or
 - 20.4.4 in order to exercise any statutory rights in respect of Data and if required by law.
- 20.5 The Client undertakes that it has all the necessary authorisations and agreements and, where required by law, of Customers, for such processing.
- 20.6 If Vocall requires specific authorisation in writing from the Client for Data to be processed, the Client acknowledges that Vocall will be unable to provide the required Data for the Services until such authorisation is provided. The Client consents to and permits, and shall also ensure that it has or will obtain from all its Customers all necessary consents under applicable law to permit the processing of Data.
- 20.7 If at any time the Client objects to the processing or use of Data, Vocall shall as soon as reasonably practicable: -
- 20.7.1 Suspend the processing of Data;
 - 20.7.2 Cease the use of Data;
 - 20.7.3 Determine the impact on the Services provided to the Client and notify the Client in writing;
 - 20.7.4 If the Client's objection will in Vocall's sole discretion affect the quality of the Services, the System or the operation of the Network, Vocall may suspend the Services as set out in 15.1.2.

21. CONFIDENTIALITY AND SECURITY

- 21.1 The Client agrees to provide to Vocall all the information ("Confidential Information") required by Vocall to enable Vocall to fully and properly maintain a comprehensive and accurate database of the Client including (i) the Customer's name, address, bank details, payment records and (ii) details relating to each

Master Services Agreement

Subscription as provided in the Transaction Schedule (iii) as well as any oral or written enquiries directed by Vocall.

- 21.2 The Client agrees that Vocall will provide the Client with Services, Equipment, pricing, terms and conditions, operating procedures, benchmarking and statistical data and other relevant information (“Confidential Information”) to enable the Client to implement the Services.
- 21.3 During this Agreement, and for 1 (one) year after its termination, any Party when receiving information (“the Recipient”) from the other Party (“Disclosing Party”) undertakes to respectively: -
- 21.3.1 keep Confidential Information confidential and not to disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party provided that the Recipient shall be entitled to disclose the Confidential Information only to those directors, officers, employees or sub-contractors who need to know the Confidential Information; the Confidential Information shall be supplied by both Parties pursuant to the provisions of this Agreement, and on the understanding that same shall not be used or imparted to any other person or entity whatsoever, save as permitted in this Agreement;
- 21.3.2 not to use, employ, exploit or in any other manner whatsoever utilise the Confidential Information disclosed to it pursuant to this Agreement for any purpose other than for the purposes of performing its obligations under this Agreement without the prior written consent of the disclosing Party;
- 21.3.3 not make any copies and/or reproductions in whatsoever form, nor store same electronically in any medium, of the Confidential Information other than solely for the purposes of performing its obligations under this Agreement;
- 21.3.4 to ensure its directors, officers, employees and sub-contractors comply with this clause 21 (Confidentiality and Security).
- 21.4 Clause 21.3 shall not apply to any information which: -
- 21.4.1 which is otherwise in the public domain or becomes publicly available without the breach of any obligation under this Agreement; and/or other than by a breach of clause 21.3;
- 21.4.2 is provided by a third party who lawfully acquired it and is under no obligation of confidentiality;
- 21.4.3 is independently developed by the Party receiving the information or any of its Affiliates;
- 21.4.4 is required to be disclosed by law or regulations provided that in these circumstances, the Recipient shall advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard; provided further that the Recipient will disclose only that portion of the information which it is legally required to disclose and the receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances;

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- 21.4.5 is known to or in possession of the Recipient prior to disclosure thereof by the Disclosing Party and is acquired independently of the Disclosing Party by the Recipient in circumstances that do not amount to a breach of the provisions of this Agreement.
- 21.5 The Parties acknowledge that they shall not acquire by implication or otherwise, any rights, title or interest or licence in or to or in respect of the Confidential Information disclosed to it pursuant to this Agreement, except as may be strictly necessary and allowed for the purposes of this Agreement.
- 21.6 The Recipient agrees to protect the Confidential information of the Disclosing Party using the same standard of care used to safeguard its own information of a confidential nature and that the Confidential information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 21.7 Any announcement or public statement relating to this Agreement must be approved by both Parties in writing prior to its release.
- 21.8 The Parties shall exercise all reasonable efforts to ensure the security of the Confidential Information and shall, in doing so, comply with all applicable laws and any minimum industry standards. However, for reasons beyond a Party's control, it does not promise or guarantee that communications will be completely secure. The Parties have security and privacy measures in place to protect Confidential Information as prescribed by Applicable Privacy Law. As a result, the Parties need to ensure that all its personnel protect any and all Confidential Information that they are privy to and shall process such Confidential Information in accordance with applicable legislation, industry good practice and license requirements.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Intellectual Property Rights ("IPR") that exist in or in any part of the Equipment or Services supplied under this Agreement, as well as any improvements or modifications thereto, belong to Vocall or its licensors and, other than necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Right.
- 22.2 Subject to clause 22.3, 22.4 and 22.5, Vocall agrees to indemnify the Client for all direct losses (including reasonably incurred legal and other professional costs and expenses) payable to a third party arising out of any proven IPR infringement as a direct result of the use by the Client of the Equipment or Services or any IPR owned by Vocall and permitted for use by the Client under this Agreement ("the Claim").
- 22.3 The Client shall comply with the following requirements to benefit from the indemnity in clause 22.2 (IPR indemnity in favour of the Client): -
- 22.3.1 promptly notify any claim to Vocall, giving written details of the Claim; and

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- 22.3.2 not admit liability, take any action which may prejudice the defence of any Claim or make any agreement or settlement in relation to the Claim (unless required by law or a court order) without the prior written consent of Vocall (not to be unreasonably withheld or delayed); and
- 22.3.3 provide Vocall all reasonable assistance with reasonable costs met by Vocall, to enable Vocall to contest or defend the Claim; and
- 22.3.4 mitigate its losses following a Claim; and
- 22.3.5 give Vocall sole conduct of the Claim.
- 22.4 Vocall shall not indemnify the Client under clause 22.2 and the Client will indemnify Vocall against any resulting losses if the claim: -
 - 22.4.1 connected to the use of equipment or services provided by the Client or third parties (including third party software) or arises as a direct result of Vocall's compliance with the Client's requirement, designs or instructions; or
 - 22.4.2 results from the combination of the Equipment or Services or any part thereof with products or services not provided by or authorised by Vocall; or
 - 22.4.3 results from the use of the Equipment or Services or part thereof which is not in accordance with Vocall's instructions; or
 - 22.4.4 results from modifications by the Client or any third party to the Equipment or Services or part thereof; or
 - 22.4.5 results from any breach by the Client or an Authorised User of the provisions of this Agreement or any standard form end user licence agreement, (including shrink wrap or click-through software licences or open source licenses) provided with the Equipment and Services; or
 - 22.4.6 relates to use of any original Equipment or Services or any part after a later release is made available to the Client and communicated by Vocall as necessary to avoid a Claim.
- 22.5 The indemnity in clause 22.2 shall be the Client's sole contractual remedy in relation to any claim covered by the indemnity.

23. FORCE MAJEURE

- 23.1 Neither Party shall be liable to the other for inability to perform or delayed performance in terms of this Agreement, should such inability or delay arising from any cause beyond the reasonable control of such Party, provided that such cause has been drawn to the attention of the other Party within 3 (three) days of occurrence of such cause (hereinafter referred to as "a Force Majeure Event").
- 23.2 For the purposes of this clause a Force Majeure Event shall without limitation of the generality of the foregoing, be deemed to include accidents, fires, explosions, theft, war (whether declared or not),

Master Services Agreement

invasion, foreign enemies, hostilities rights, civil insurrection, pandemics, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the Party effected.

23.3 Should Vocall be unable to fulfil a material obligation under this Agreement or any Service Schedule, as the case may be, for a period of 30 (thirty) days due to circumstances beyond its control more fully set out in clauses 23.1 and 23.2 above, and be unable to provide a suitable temporary alternative to the affected Service or Service Element, then the Client may terminate this Agreement or the applicable Service Schedule by giving 5 (five) days written notice to Vocall.

23.4 Notwithstanding anything to the contrary herein contained, as an alternative to termination in terms of clause 23.3 above, in the event of a Force Majeure Event, the Client may extend this Agreement or the applicable Service Schedule (whichever is appropriate in the circumstances) for a period, equal to the period during which the Force Majeure Event subsists.

24. BREACH

24.1 Subject to clause 15.1.1 should either Party to this Agreement commit a breach (other than a breach expressly referred to in this Agreement and in respect of which a remedy has been specified) and remain in default for a period of 14 (fourteen) days after being called upon in writing to remedy such breach, then the Party giving such notice shall be entitled to terminate this Agreement as against the Party to whom notice was given, without prejudice to any other legal rights or remedies, including an action for damages, which may be available to the Party which gave notice.

24.2 Notwithstanding the provisions of clause 24.1 above, nothing contained in this Agreement shall be construed as precluding the right of Vocall to suspend the provision to the Client of all or any Services as provided in clause 15.

25. DISPUTE RESOLUTION

25.1 Should any dispute, disagreement or claim arise between the Parties concerning this Agreement and/or any payments due by one Party to the other pursuant to its provisions (the "Dispute"), the Parties shall endeavour to resolve the dispute by negotiation in accordance with clause 25.2.

25.2 As required in terms of clause 25, senior executives of the Parties who have authority to settle the same, shall attempt to settle the Dispute within 10 (ten) Business Days from the date of written notice by the one to the other setting out the nature of the Dispute and providing all relevant details pertaining thereto (the "Dispute Notice");

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- 25.3 If the Dispute has not been settled within 10 (ten) Business Days of the date of the Dispute Notice, either Party may refer the Dispute to arbitration by giving written notice to the other Party;
- 25.4 The Parties shall appoint a South African registered and admitted attorney and a South African registered auditor to resolve the Dispute (the "Arbitrators");
- 25.5 Should the Parties be unable to agree on the names of the Arbitrators within 10 (ten) Business Days of the written notice referred to in clause 25.2, then the Arbitrators shall be such independent practising attorney or chartered accountant of not less than 15 (fifteen) years standing as nominated for this purpose by the President for the time being of the Law Society of the Northern Provinces or by the President for the time being of the South African Institute of Chartered Accountants, as the case may be.
- 25.6 Notwithstanding anything to the contrary contained in this clause 25, any Party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.
- 25.7 Save to the extent that this clause 25 provides to the contrary, no Party shall be entitled to institute any legal proceedings against the other in connection with any Dispute unless and until such Dispute has been submitted to arbitration in terms of this clause 25 and such arbitration proceedings have been concluded.
- 25.8 Unless otherwise agreed in writing by both Parties, any such negotiation or arbitration shall be held in Cape Town South Africa and the language to be used in the arbitration proceedings shall be English. Conference telephone or other similar electronic or communications facilities may be used at such negotiation or arbitration provided always that all representative of the Parties and the Arbitrators are able to fully participate in the negotiation or arbitration concerned and are capable of hearing and being heard by all other Parties and Arbitrators participating at the relevant negotiation or arbitration.
- 25.9 The Dispute shall be finally determined by the Arbitrators within 15 (fifteen) Business Days from the date on which the Dispute was referred to them. The decision of the Arbitrators shall be final and binding on the Parties, and for the purposes of having any award made by the Arbitrators being made an order of court, each of the Parties hereby submits itself to the High Court of South Africa (the Western Cape High Court). The Parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 25.10 The Parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated in clause 25.9.
- 25.11 This clause 25 constitutes an irrevocable consent by each of the Parties to any proceedings in terms hereof, is severable from the rest of this Agreement and shall, notwithstanding the termination of this Agreement, remain in full force and effect.

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25.12 The Parties agree that the written demand by a Party to the dispute in terms of clause 25.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting prescription in terms of the Prescription Act, No 68 of 1969.

26. ASSIGNMENT AND SUBCONTRACTING

26.1 The Client may not assign its rights under this Agreement to a third party, with the exception to a subsidiary or affiliate, without the prior written consent of Vocall, not to be unreasonably withheld or delayed.

26.2 Vocall may sub-contract any of its obligations hereunder but remain responsible to the Client for the acts or omissions of its sub-contractors.

27. ANTI-BRIBERY

Vocall shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption and shall not give or receive any bribes, including in relation to any foreign public official.

28. DOMICILIA AND NOTICES

28.1 The Parties choose domicilium citandi et executandi (“domicilium”) for the purposes of the giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this Agreement, as follows:

28.1.1 Vocall at 21A Louis Botha Avenue, Somerset West, 7130, Western Cape.

28.1.2 The Client as set out in Schedule A – Client Particulars.

28.2 Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

28.3 Any notice given by either Party to the other (“the Addressee”) which: -

28.3.1 is delivered by hand during the normal Business Hours of the Addressee at the Addressee’s domicilium, shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee, at the time of delivery;

28.3.2 is delivered by e-mail during the normal Business Hours of the Addressee at the Addressee’s e-mail domicilium shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee, within 4 (four) hours of the time of delivery.

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29. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the laws of the Republic of South Africa.

30. BINDING ON SUCCESSORS AND RELATED PARTIES

The terms and conditions of this Agreement shall be binding upon the assigns and/or other successors-in-title of the Parties from time to time. The signature by any Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as all of the other Parties.

31. NON-VARIATION

No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorised representatives of both Parties. For purposes hereof a "written document" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.

32. INVALIDITY AND SEVERABILITY

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of the said provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, with the retention of the economic, legal and commercial objectives of the said invalid or unenforceable provision.

33. WAIVER

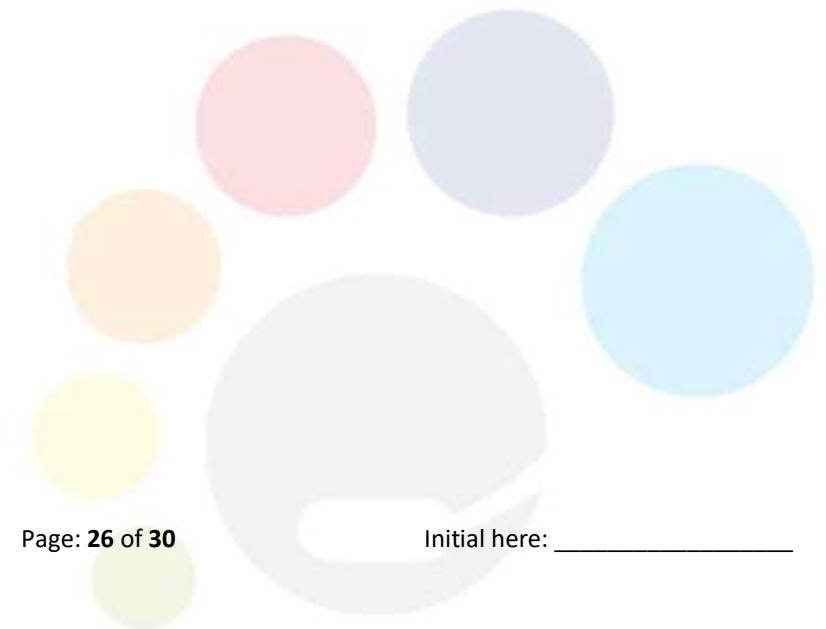
33.1 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or provision that it has or may have hereunder operate as a waiver of that right or power or of any breach or default by the other Party.

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33.2 Any concession or relaxation of any of the terms of this Agreement that either Party may make or allow the other Party will not in any way compromise any or all of the rights contained herein or in law of the Party making or allowing the said concession or relaxation to demand specific performance.

34. **WHOLE AGREEMENT**

This Agreement, together with all schedules, appendices, Service Schedules, annexures, Deed of Suretyship and/or amendments from time to time and any specifically referenced documents if applicable, constitutes the complete and exclusive statement of this Agreement between the Parties and supersedes all prior or contemporaneous agreements, promises, representations, understandings and negotiations between the Parties, whether written or oral, with respect to the subject matter hereof. The terms and conditions of any and all schedules, appendices, Service Schedules (including any specifically referenced documents, if applicable) to this Agreement, as amended from time to time by mutual agreement of the Parties or in accordance with the terms of this Agreement, are incorporated herein by reference and shall constitute part of this Agreement as if fully set out herein.



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Signed at _____ on _____ 202__

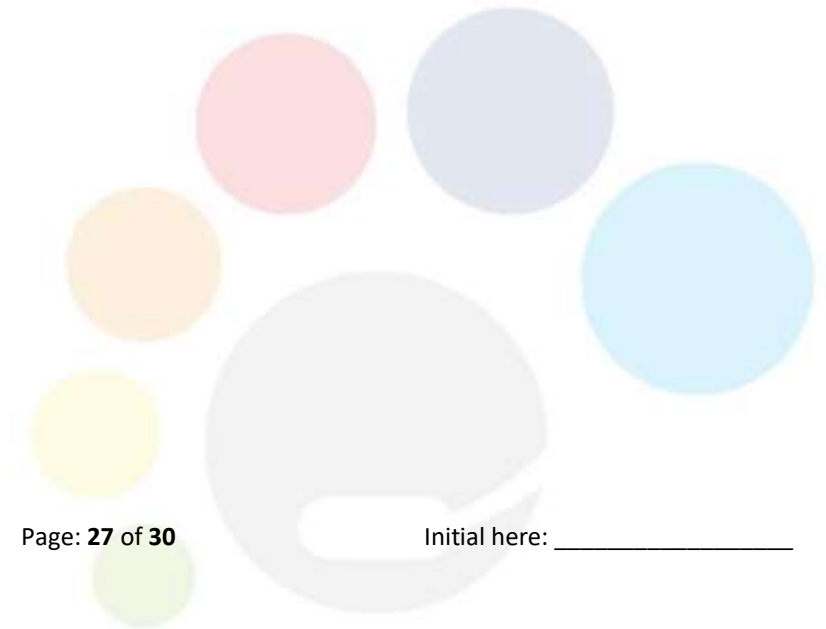
for Vocall Networx (Pty) Ltd

who warrants that he/she is duly authorised hereto

Signed at _____ on _____ 202__

for

who warrants that he/she is duly authorised hereto



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SCHEDULE A – CLIENT PARTICULARS

CLIENT INFORMATION (PAGE 1)

COMPANY FULL REGISTERED NAME			
TRADING AS			
REGISTRATION NUMBER			
PHYSICAL ADDRESS			
WEBSITE			
COUNTRY OF OPERATION			
TERM (SELECT)	Monthly	<input type="checkbox"/>	Annually
		<input type="checkbox"/>	Duration
			<input type="text"/>

CONTACT INFORMATION

	Primary	Technical
CONTACT NAME	<input type="text"/>	<input type="text"/>
CONTACT NUMBER	<input type="text"/>	<input type="text"/>
CONTACT E-MAIL	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

BANKING INFORMATION

BANK NAME	<input type="text"/>		
BRANCH NAME	<input type="text"/>		
BRANCH CODE	<input type="text"/>	ACCOUNT TYPE	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>		

BILLING INFORMATION

VAT REGISTRATION NUMBER	<input type="text"/>		
BILLING CURRENCY (SELECT)	South African Rand	<input type="checkbox"/>	Other (Specify) <input type="text"/>
PAYMENT METHOD	DEBIT ORDER	<input type="checkbox"/>	EFT <input type="checkbox"/>
IF DEBIT ORDER	PAYMENT DAY OF MONTH	<input type="text"/>	MAXIMUM DEBIT AMOUNT <input type="text"/>
CONTACT PERSON	CONTACT NUMBER <input type="text"/>		
CONTACT E-MAIL	<input type="text"/>		
AUDITORS	<input type="text"/>		
BEE STATUS	ATTACH CERTIFICATE NOT OLDER THAN 12 MONTHS		
SURETY VALUE	ATTACH SURETY AGREEMENT (IF REQUIRED)		

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CLIENT INFORMATION (PAGE 2)

ADDITIONAL INFORMATION IF CLIENT NOT LISTED ON JSE/A2X

SHAREHOLDERS HOLDING 10% OR MORE OF ISSUED SHARES (TOP 5)

% SHAREHOLDING

1.		
2.		
3.		
4.		
5.		

LIST OF DIRECTORS

ID NUMBER

1.		
2.		
3.		
4.		
5.		

LIST OF SURETIES/GUARANTEES ISSUED

AMOUNT

1.		
2.		
3.		
4.		
5.		

LIST OF DEBT REPAYMENT ARRANGEMENTS WITH CREDITORS

AMOUNT

1.		
2.		
3.		

PLEASE PROVIDE THE FOLLOWING NOT OLDER THAN 3 MONTHS

ATTACHED

GOING CONCERN LETTER FROM AUDITORS	YES		NO	
LAST SIGNED AUDITED STATEMENTS CONFIRMATION LETTER FROM AUDITORS	YES		NO	
LETTER OF GOODSTANDING FROM BANK	YES		NO	

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SCHEDULE B - SERVICE SCHEDULES REFERENCES

Schedule Number	Description	Start Date
Schedule 1A	Vocall IP Talk	Date of activation of the Service by Vocall will be on the issuing of a Project Completion Certificate for the Service.
Schedule 2A	Vocall IP Connect and LAN Connect	
Schedule 3A	Vocall VPN	
Schedule 4A	Vocall Dedicated Internet	
Schedule 5A	Vocall Security	
Schedule 6A	Vocall Business Connect	
Schedule 7A	Vocall One Net	
Schedule 8A	Vocall Data Manager	
Schedule 9A	Business Internet Service	
Annexure 1 to Schedule 9A	Business Internet Service A1	
Annexure 2 to Schedule 9A	Business Internet Service A2	

