



OFF-NET 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 Provider")



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SERVICES AGREEMENT FOR OFF-NET SERVICES

1. PARTIES

- 1.1. The Parties to this Agreement are Vocall and the Provider.
- 1.2. The Parties hereby agree as set out below.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless the context otherwise indicates, the following expressions shall have the meanings given to them hereunder and cognate expressions shall have corresponding meanings:
 - 2.1.1. **“Act”** means the Electronic Communications Act No. 36 of 2005;
 - 2.1.2. **“Addressee”** means the Party to whom any notice is given and/or any payment is made;
 - 2.1.3. **“Affiliate”** means, with respect to either Party, any other entity which is a subsidiary or a holding company or a subsidiary of the holding company of such Party. In regard to this definition the terms "subsidiary" and "holding company" shall have the meaning assigned thereto in Section 1 of the Companies Act No. 71 of 2008, but shall include any foreign entity which, had it been registered in terms of that Act, would fall within the ambit of such term;
 - 2.1.4. **“Agreement”** means this On-Net services agreement and includes a reference to all schedules and annexures hereto, which are appended to this agreement from time to time;
 - 2.1.5. **“Announcement”** means any press or other public announcements about the Services, the Agreement or the transactions related to it;
 - 2.1.6. **“Business Day”** means any day other than Saturday, Sunday or a public holiday officially recognised as such in the Republic of South Africa;
 - 2.1.7. **“Confidential Information”** means any information or data in whatever form or medium whether tangible or intangible, oral or in writing including, but not limited to, documents, materials or data which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence or is designated as confidential information by the Disclosing Party whether or not owned or developed by the Disclosing Party, which is not generally known to the Receiving Party, to Receiving Party’s personnel and representatives, and of which the Receiving Party may obtain knowledge through or as a result of the relationship established hereunder with the Disclosing Party, access to the Disclosing Party, access to the Disclosing Party’s premises, or communications with the Disclosing Party’s employees, representatives or independent contractors. Without limiting the generality of the foregoing, **“Confidential Information”** shall include but is not limited to ideas, concepts, business plans, strategies, financial statements, pricing data, operations, inventions, discoveries, formulae, processes, designs, specifications, drawings, prototypes, sample, improvements, developments, applications, marketing data, client names, projections, trademarks, trade names, and trade secrets, any commercial, financial, technical or strategic information, whether or not the same are or may be patented, registered, or otherwise publicly protected;
 - 2.1.8. **“Contract Term”** means the term of the applicable Services as set out in the applicable Service Order;

- 2.1.9. **“Client”** means a client of Vocall accessing Vocall’s telecommunications services via the Provider’s Network;
- 2.1.10. **“Client Premises”** means the location or locations occupied by the Client to which the Services are delivered as specified on the relevant Service Order;
- 2.1.11. **“Data”** means any information, including Personal Information disclosed to the Provider by Vocall for the purpose of providing the Services;
- 2.1.12. **“Disclosing Party”** means either the Provider or Vocall, as the case may be;
- 2.1.13. **“Due Date”** means the date specified in the relevant invoice, or if no such date is specified, the date of payment which is sixty (60) calendar days from the date of receipt of month end statement;
- 2.1.14. **“Effective Date”** means the date of signature of this Agreement by the Party signing last in time;
- 2.1.15. **“ICASA”** means the Independent Communications Authority of South Africa;
- 2.1.16. **“Intellectual Property Rights”** means and includes: -
- 2.1.16.1. rights in and in relation to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), copyright, database, domain name, circuit topography design, and/or utility model, whether registered or not, and including the benefit of all registrations or applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and
- 2.1.16.2. all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect and which may subsist anywhere in the world;
- 2.1.17. **“Losses”** means all losses, liabilities, damages and claims, and all related costs and expenses suffered by either Party (including legal fees, tracing and collection charges, costs of investigation, interest and penalties);
- 2.1.18. **“MRC”** or **“Monthly Recurring Charge”** means the monthly charges for the Services as set out in the applicable Service Order;
- 2.1.19. **“Network”** means the communication network, network components and network equipment owned and/or operated by the Provider, but does not include Network Termination Devices, other equipment (modems, routers etc.), or any networks or network equipment not owned or controlled by the Provider;
- 2.1.20. **“Network Termination Device”** means equipment which is either leased or purchased from the Provider by Vocall_ and used in order to access the Service/s at the Client Premises;
- 2.1.21. **“NRC”** or **“Non-Recurring Charge”** means the installation fee for the Services as set out in applicable Service Order;

- 2.1.22. **“Service Order”** means the form through which Vocall accepts a quotation for services, setting out the details of the Services requested such as quantities, fees, Service Levels and charges payable;
- 2.1.23. **“Personal Information”** means any information provided by Vocall to the the Provider that is an identifying number, symbol, e-mail address, physical address, telephone number or similar assignment relating to Vocall_ or any client of Vocall, which is subject to protection in terms of any statute in South Africa which imposes data protection requirements from time to time;
- 2.1.24. **“Party”** means either the Provider or Vocall and **“Parties”** means both of them collectively and shall be deemed to mean and include their respective successors and permitted assigns;
- 2.1.25. **“Service Credits”** means service credits due to Vocall for unscheduled Service Downtime, calculated in accordance with Schedule A;
- 2.1.26. **“Service Description”** means the detailed description of the nature and type of the applicable Service requested by Vocall;
- 2.1.27. **“Service Schedule”** means a schedule containing the Service Description and Service Levels of the applicable Service;
- 2.1.28. **“Services”** means any services provided to Vocall under a Service Order;
- 2.1.29. **“Service Commencement Date”** means a date that is fourteen (14) calendar days from the date of written confirmation that the Provider has completed installation and testing of the Network Termination Device and the Service in question provided that Vocall has not, during such period, notified the Provider of a fault on the Service in question;
- 2.1.30. **“Service Levels”** means the levels of service required in relation to the provision by the Provider of the Services;
- 2.1.31. **“Termination Date”** means the date upon which this Agreement, terminates for any reason whatsoever.
- 2.2. Unless the context indicates otherwise, an expression which indicate: (i) any gender includes the other gender; (ii) a natural person includes a juristic person and vice versa; and (iii) the singular includes the plural and vice versa.
- 2.3. Headings are for convenience only and do not affect the interpretation of this Agreement.
- 2.4. In the event of ambiguity or conflict, and unless stated explicitly to the contrary in the relevant clause, the order of precedence in the interpretation of the Agreement shall be: -
- 2.4.1. this Agreement;
- 2.4.2. Schedule A; and
- 2.4.3. the Service Order/s.



OFF-NET SERVICES AGREEMENT

- 2.5. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 2.6. The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.7. When any number of days is prescribed in this Agreement, same shall be reckoned exclusive of the first day and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.8. A law shall be construed as any law (including common law) or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any legislative measure of any government, local government, statutory or regulatory body or court as at the Effective Date and as amended or re-enacted from time to time, where applicable.

3. INTRODUCTION

- 3.1. Vocall hereby appoints the Provider to provide the Services, subject to the terms and conditions contained in this Agreement, which appointment the Provider hereby accepts.
- 3.2. In providing the Services under this Agreement, the Provider undertakes to treat Vocall no less favourably than any of its other clients, offering substantially the same terms and conditions to similarly placed clients.
- 3.3. The relationship of the Parties in terms of this Agreement shall be that of independent contractors and no partnership or joint venture is hereby created between the Provider Vocall.

4. COMMENCEMENT DATE AND DURATION

- 4.1. This Agreement shall commence on the Effective Date and shall thereafter remain in force indefinitely, subject to the remaining provisions of this Agreement.
- 4.2. The commencement of the Services to be provided shall be in terms of each individual Service Order that is signed by Vocall and will be effective from the Service Commencement Date for the Contract Term specified in the Service Order.
- 4.3. Upon the expiration of such Contract Term, the applicable Services will continue indefinitely, subject to either Party providing thirty (30) calendar day's written notice of termination to the other Party.

5. PROVISION OF SERVICES

- 5.1. Vocall may purchase certain Services from the Provider pursuant to the terms of this Agreement.
- 5.2. Each Service provided by the Provider to Vocall hereunder shall be the subject of a Service Order entered into between the Parties.
- 5.3. For the duration of this Agreement, Vocall shall obtain the Services as it requires from the Provider in terms of this Agreement, the applicable Service Schedule and the Service Orders concluded from time to time.

5.4. In providing the Services to Vocall_ pursuant to each of the Service Orders, the Provider shall utilise only the technology specified in Schedule A.

6. FEES AND CHARGES

6.1. Vocall shall pay to the Provider the fees and/or charges agreed between the Parties in terms of each Service Order on or before the Due Date without any set off or other deduction, including, without derogating from the generality of the foregoing, all and any taxes as may be imposed on Vocall.

6.2. Unless expressly stated to the contrary, all fees and/or charges specified in any Service Order shall be exclusive of value added tax calculated and levied in terms of the Value-added Tax Act No. 89 of 1991 and any other tax which Vocall becomes obligated to pay arising out of this Agreement.

6.3. Charges or fees for the provision of the Service shall be paid to the Provider in accordance with the Service Order.

6.4. All prices specified in Schedule A shall be exclusive of value-added tax;

6.5. The monthly fees and charges set out in each applicable Service Order shall be fixed for duration of the Contract Term thereof.

7. INVOICING

7.1. The Provider will invoice Vocall for each Service provided under this Agreement from the Service Commencement Date.

7.2. The Provider shall, in relation to all fees due under this Agreement, provide Vocall with a detailed monthly statement of account (together with all related tax invoices) setting out the amount due and payable by Vocall

7.3. All tax invoices shall be payable by Vocall by the Due Date by cheque or by electronic funds transfer into a banking account specified by the Provider in writing.

7.4. The Provider shall not be entitled to include on any invoice any amount/s not previously billed more than three (3) calendar months prior to the current month.

8. PROVIDER'S OBLIGATIONS

8.1. The Provider shall not do, or permit to be done, anything in relation to the Services which may reasonably be expected to damage or materially interfere in any way whatsoever with the proper normal operation of Vocall network.

8.2. In providing the Services, the Provider warrants that: -

8.2.1. it shall comply with the terms of this Agreement and any applicable law; and

8.2.2. it has obtained all necessary approvals and licences required in relation to provision of the Services and shall provide a copy of same upon request.



8.3. Where the Provider is or becomes aware that there is any violation or contravention contemplated in this clause 8, it will co-operate to the extent reasonably necessary and provide Vocall with the necessary information to assist in identifying, preventing or remedying or rectifying such violation or contravention.

9. VOCAL OBLIGATIONS

9.1. Vocall shall use reasonable efforts to ensure that it, its employees, Clients and/or any other persons permitted by Vocall to make use of the Services, do not by any act, or omission, damage, interfere with or impede the operation of the Service or Network provided by the Provider.

9.2. Where Vocall is or becomes aware that there is any violation or contravention contemplated in this clause 9, it will co-operate to the extent reasonably necessary and provide the Provider with the necessary information to assist in identifying, preventing or remedying or rectifying such violation or contravention.

9.3. Vocall shall ensure that the Provider has adequate access to such Client Premises, facilities and equipment, including office space, data processing and communication facilities reasonably required for performance of the Services.

10. DATA PRIVACY AND PROTECTION

10.1. the Provider shall: -

10.1.1. keep Personal Information confidential and shall not disclose any Personal Information to any other person except as required by law, save to the extent set out herein;

10.1.2. utilise security technologies and techniques in accordance with best industry practice for the purpose of complying with its obligations in terms of clause 10.1.1 above;

10.1.3. at all times strictly comply with any applicable laws, regulation or code relating to Data protection in South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa in the provision of the Services; and

10.1.4. not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than providing the Services to Vocall than with the express prior written consent of Vocall.

10.2. The Parties record that all Data, in whatever form, is Vocall or its Clients' Intellectual Property. Accordingly, Vocall retains all right, title and interest in and to the Data.

11. SAFETY AND SECURITY

11.1. Each Party agrees to comply with safety and security procedures notified to them by the other Party and with the requirements of the Occupational Health and Safety Act No. 85 of 1993.

11.2. All access to Vocall or Client Premises by the Provider and its employees, agents and contractors shall be respectively in terms of Vocall and/or the applicable Client's safety and security procedures, as amended from time to time.

11.3. The Parties shall each at their own cost and expense take whatever steps as are necessary to procure and discharge their respective obligation and rights in terms of this Agreement and applicable laws to ensure the health and safety of the other Parties' employees, agents, directors, sub-contractors and members of the public.

11.4. Vocall shall be entitled to request the Provider to remove any employee, agent or contractor from its team if it is of the reasonable opinion that such person is a security or safety risk. Any such request shall be in writing and shall stipulate the reasons why Vocall believes the requested removal is necessary.

12. FORCE MAJEURE

12.1. A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that: -

12.1.1. such failure was due to an impediment beyond its reasonable control;

12.1.2. it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and

12.1.3. it could not reasonably have avoided or overcome the impediment or at least its effects and, for purposes of this clause 12, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely:

12.1.3.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;

12.1.3.2. natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning; and

12.1.3.3. acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk.

12.2. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than thirty (30) consecutive calendar days, the other Party shall be entitled to terminate those Services affected by such event by written notice to the Party seeking relief.

13. LIMITATION OF LIABILITY

13.1. The Parties agree that any liability to the other Party for Losses hereunder shall be limited to direct damages.

13.2. Without in any way limiting or derogating from the provisions of clause 13.1, the Parties agree that the total amount of either Party's liability arising out of the performance of its obligations under and in terms of this Agreement and whether in contract, delict, breach of statutory duty or otherwise, shall be limited to the aggregate fees paid by the other Party under this Agreement in respect of a twelve (12) month period.



- 13.3. Notwithstanding anything to the contrary in this Agreement, the Parties agree that they shall not under any circumstances be liable to one another for any Losses which are regarded in law as indirect, special, incidental, consequential, punitive or exemplary damages and which damages arise out of or in connection with this Agreement.
- 13.4. Nothing in this Agreement shall restrict either Party's liability for: -
 - 13.4.1. fraud; or
 - 13.4.2. death or personal injury caused by its negligence or intentional or wilful act; or
 - 13.4.3. damage to property caused by its negligence or intentional or wilful misconduct; or
 - 13.4.4. any breach of its obligations under this Agreement in respect of confidentiality and intellectual property; or
 - 13.4.5. any other liability that cannot be excluded by law.

14. TERMINATION

14.1. Termination for convenience

- 14.1.1. Either Party shall be entitled to terminate the Agreement by providing the other Party with sixty (60) calendar days prior written notice to that effect.
- 14.1.2. Termination in accordance with clause 14.1.1 shall not affect the term of any Service Order, which shall continue, in full force and effect, in accordance with the terms and conditions of this Agreement as if this Agreement had not been terminated, until the end of the term thereof.
- 14.1.3. Notwithstanding the Contract Term set out in the Service Order, Vocall shall be entitled in its sole discretion and without cause, to terminate one or more Service Order's by giving the Provider thirty (30) calendar days prior written notice.

14.2. Termination for cause

Without prejudice to any rights and remedies that may have accrued, either Party may terminate this Agreement with immediate effect upon written notice if the other Party: -

- 14.2.1. ceases to trade (either in whole, or as to any part involved in the performance of this Agreement); or
- 14.2.2. has a court order issued against it, placing it under final liquidation. For the avoidance of doubt, where a Party is undergoing the business rescue process in accordance with the Companies Act No. 71 of 2008, and for so long as that Party is still complying with its obligations under this Agreement, subject to clause 17.3, the other Party may not terminate the Agreement in accordance with this clause 14.2.

14.3. Breach

Either Party shall be entitled to terminate this Agreement in the event of the other Party committing a material breach of any of the terms of the Agreement and failing to remedy such breach within a

period of fourteen (14) calendar days after receipt of written notice drawing its attention to the breach and demanding that it be remedied.

15. DISPUTE RESOLUTION

- 15.1. In the event of any dispute arising between the Parties under this Agreement, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which may include the respective CEOs or their nominees) of the Parties within thirty (30) calendar days of a Party giving the other Party notice of the issue in dispute.
- 15.2. Any dispute which cannot be resolved by the Parties within the period as provided in clause 15.1, shall be resolved by arbitration in the English language by a single arbitrator appointed by the Arbitration Foundation of South Africa and in accordance with the Rules of the Arbitration Foundation of South Africa. The arbitration shall be held in Johannesburg.
- 15.3. Each Party expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency, and irrevocably authorises the other to apply, on behalf of the Parties, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 15.4. The Parties agree that the submission to arbitration in terms of this clause is subject to the Parties' rights of appeal set out hereunder: -
- 15.4.1. either Party may appeal the decision of the arbitrator within a period of 10 (ten) Business Days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other Party. The appeal shall be dealt with in accordance with the rules of the Foundation by a panel of 3 (three) arbitrators appointed by the Foundation; and
- 15.4.2. the arbitrator's decision shall be final and binding on the Parties after the expiry of the 10 (ten) Business Day period from the date of the arbitrator's ruling, if no appeal has been lodged by any Party, and may be made an order of court at the instance of and by either Party.
- 15.5. Notwithstanding the provisions of clauses 15.1 to 15.3, either Party shall have the right to seek relief by way of interim relief from any court of competent jurisdiction, pending the outcome of the arbitration or at any time.
- 15.6. Any arbitration in terms of clause 15.2 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 15.7. This clause 15 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

16. CONFIDENTIALITY

- 16.1. Subject to clauses 16.2 to 16.4, each Party must:
- 16.1.1. protect the Confidential Information in the manner, and with the endeavour of a reasonable person protecting his own Confidential Information;

- 16.1.2. use the Disclosing Party's Confidential Information only for the purposes of this Agreement;
- 16.1.3. take all practical steps, both before and after disclosure, to impress upon its employees who are given access to the Confidential Information the secret and confidential nature thereof; and
- 16.1.4. not make any Announcement or issue press releases about the Agreement or the transactions related to it without the approval of the other Party.
- 16.2. The provisions of clause 16.1.1 above does not apply to Confidential Information that is in the public domain other than such Confidential Information that has entered the public domain as a result of a breach of this Agreement or any other obligation of confidence.
- 16.3. A Receiving Party may disclose the Confidential Information of the Disclosing Party if that disclosure is to the employees, contractors or professional advisers of the Receiving Party or its affiliates who have a need to know that information in relation to provision of Interconnection services and who have agreed to keep it confidential.
- 16.4. A Party may disclose Confidential Information of the Disclosing Party or make an Announcement that is required in accordance with any applicable law provided that the Receiving Party has consulted with the Disclosing Party prior to making such disclosure and provided that the disclosure is confined to that which is absolutely necessary in terms of such legal duty and/or order.
- 16.5. The Parties acknowledge and agree that, for the purposes of Section 64(1) of the Promotion of Access to Information Act, No. 2 of 2000, the Confidential Information is provided in confidence by the Parties.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.
- 17.2. Each Party indemnifies the other Party against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement, passing-off and/or unlawful competition in relation to any patent, trade secret, copyright, trademark, service mark, trade name or similar proprietary right of any third party, which claim arises directly or indirectly out of the unlawful and/or unauthorised use by a Party of the Intellectual Property Rights of the other Party.

18. CESSION AND ASSIGNMENT

- 18.1. Subject to clause 18.2, no rights, duties or liabilities under this Agreement may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 18.2. Notwithstanding clause 23.2 above, Vocall_ shall have a right to cede and assign this Agreement to any of its finance institutions as security for the financial obligations that those financial obligations have against Vocall



19. APPLICABLE LAW AND JURISDICTION

- 19.1. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 19.2. Subject to clause 19, the Parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg in any dispute arising from or in connection with this Agreement.

20. DOMICILIA AND NOTICES

- 20.1. Each of the Parties choose as their domicilia citandi et executandi (domicilium) for the purposes of giving any notice, the serving of any process or for any other purpose arising from this Agreement at:
-

	<u>Physical Address</u>	<u>Contact Number</u>
Vocall	_____	_____
	_____	_____
	_____	_____
The Provider	_____	_____
	_____	_____
	_____	_____



21. ACCEPTANCE

Signed at _____ on _____ 202__

for Vocall Networx (Pty) Ltd

who warrants that he/she is duly authorised hereto

Signed at _____ on _____ 202__

for The Provider (as per the first page of this agreement)

who warrants that he/she is duly authorised hereto



SCHEDULE A – OFF-NET SERVICES

1. APPLICABILITY

WHEREAS Vocall hereby appoints the Provider to render to it certain converged Services, subject to the terms and conditions contained in this Off-Net Services Agreement and Schedule A, **AND WHEREAS** the Provider accepts such appointment.

2. INTERPRETATION

- 2.1. Unless otherwise determined by the context, the following words will bear the meanings assigned to them hereunder: -
- 2.2. **“Business Hours”** means the hours between 08:00am and 17:00pm on any Business Day;
- 2.3. **“CIR”** or **“Committed Information Rate”** means a specified amount of guaranteed average bandwidth on a bandwidth profile;
- 2.4. **“CSRS”** or **“Client Site Requirements Specification”** means a document that specifies the requirements at a Vocall Site which enable the Provider to deliver the Service;
- 2.5. **“Ethernet”** means interface conforming to The Institute of Electrical and Electronics Engineers Standards Association (IEEE 802.3- 2002, 802.1Q and 802.1D standards), as amended from time to time. The Ethernet TS has a limitation of being carried up to ninety (90) metres for direct Ethernet interconnections;
- 2.6. **“Interface”** means physical interface format in which Vocall and/or Provider shall deliver the signal to the Network, which in this instance is Ethernet;
- 2.7. **“Local Loop”** means the ‘last mile’ access link that connects a Vocall Site to the nearest Provider PoP;
- 2.8. **“MMR”** or **“Meet-Me-Room”** means the Provider Facilities where the Vocall Equipment will be hosted and cross connection Services rendered;
- 2.9. **“Vocall Equipment”** means equipment either owned or under the control of Vocall and used in order to receive the Services;
- 2.10. **“Vocall Site”** means the site owned or leased by Vocall and/or Vocall Clients or any other site which is directly connected to a PoP managed by the Provider, as set out in the Service Order;
- 2.11. **“On-Site Resource”** means the employee of the Provider located at Vocall and capable of fulfilling the activities as set out in clause 3.5;
- 2.12. **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Service or the Network, reasonably believed to be necessary in order increase capacity or to prevent or remedy a defect which may affect Vocall use of or access to the Services;



- 2.13. **"PoP"** means a Point of Presence specifically relating to the Provider's Network;
- 2.14. **"Provider Facilities"** means all Network facilities, and/or telecommunication facilities, which the Provider uses to provide the Services;
- 2.15. **"Remote Hands"** means a Provider technical service team that provides a twenty-four (24) hour (including weekends and public holidays) on-site support service for power recycling, basic trouble shooting and tape swaps if required;
- 2.16. **"Service Credits"** means the credits due to Vocall for Service Downtime calculated in accordance with clause 5;
- 2.17. **"Service Downtime"** means the period of time that the Service was unavailable to Vocall and/or any of its Clients, to the extent applicable;
- 2.18. **"Service Handover Date"** means the date on which the Provider has completed installation and testing of the Network Termination Device and the Service in accordance with clause 4 provided that the Vocall has not, during such period, notified the Provider of a fault on the Service in question;
- 2.19. **"Service Outage"** means an instance when Vocal is unable to route traffic to one or more Vocall Sites via the Network, which results in Service Downtime;
- 2.20. **"Scheduled Downtime"** means service downtime that occurs during the Scheduled Maintenance Window.
- 2.21. **"Scheduled Maintenance Window"** means the period agreed to with the Vocall operations Centre at least seven (7) Business Days before Scheduled Downtime commences.

3. SERVICE DESCRIPTION

For purposes of this Schedule, the term "Services" or "Off-Net Services" consists of the following, as more fully described below, to the extent set out in the relevant Service Order.

3.1. LOCAL LOOP SERVICES

- 3.1.1. The Service facilitates the delivery of several other Vocall services through a single port to Vocall. This includes layer 2 services that support both point-to-point and/or point-to-multipoint connectivity.
- 3.1.2. The Metro Point to Point Fibre: Services consists of: -
 - 3.1.2.1. Local Loop;
 - 3.1.2.2. Metro bandwidth;
 - 3.1.2.3. National Long-Distance bandwidth.
- 3.1.3. Access mediums include wireline and / or wireless mediums.
- 3.1.4. Next generation Ethernet connectivity shall only be allowed if the connectivity is used as a 'last mile' access from a Vocall Site to the closest PoP.



3.1.5. Hand off to Vocall shall be on a single Ethernet port, unless additional Services are ordered.

3.1.6. Interface is enabled through a Gigabit Ethernet - electrical / UTP or SFP port.

3.2. COLOCATION SERVICES

3.2.1. Colocation Services means the provision of area and/or space including but not limited to any cabinets, cages, suites or rooms as well as the associated power supply, heating, ventilation, air conditioning, physical security and Remote Hands services made available to Vocall.

3.2.2. Vocall is responsible for all internal rack switching.

3.2.3. Vocall shall not allow any third party, including but not limited to, vendor support engineers, to work on the Vocall Equipment located at the Provider Facilities unless accompanied by the duly authorised Vocall representative.

3.2.4. The Provider shall notify Vocall in writing before execution of any work by it or its authorised representatives that may have an impact on the provision of the Services.

3.2.5. Vocall shall be responsible for the insurance of all Vocall Equipment located at the Provider Facilities.

3.2.6. Vocall permits the Provider to physically access the rack access to conduct random hardware compliance audits to ensure that the Vocall Equipment does not pose security risks or fire risks.

3.3. CROSS CONNECT AND MEET ME ROOM SERVICES

3.3.1. The MMR facilitates the Network cross connection of multiple Clients within the Provider's network coverage and offers direct connection to the Vocall Network.

3.3.2. The cross-connection activity includes:

3.3.2.1. Providing fibre and/or electrical connection from the designated handoff point to the Vocall Equipment in the Meet Me Room;

3.3.2.2. Integrating cross connection at the MMR; and

3.3.2.3. Providing fibre connection from the MMR to Vocall Clients.

3.3.3. All cross connections shall be managed by the Provider.

3.3.4. Any changes implemented within a calendar month shall be billed for on a pro-rata basis.

3.3.5. Vocall shall be responsible for all firewalling and security patching.

3.3.6. Vocall shall be responsible for all internal rack switching.

3.3.7. Vocall shall be responsible for the insurance of all their equipment.

- 3.3.8. Any non-standard hosting requests shall be submitted to the Provider who shall complete the necessary application.
- 3.3.9. The Provider shall consider applications for services, including but not limited to, additional power, roof top installations, out of band connections, GSM aerial installations, caged hosting and any other requests pertaining to non-standard hosting as defined by the Provider.

3.4. NETWORK TERMINATION DEVICE DELIVERY AND INSTALLATION

As part of the Services, the Provider shall undertake the following as and when required by Vocall: -

- 3.4.1. delivery of the Network Termination Device to each address as stipulated in the relevant Service Order;
- 3.4.2. provisioning, installation and commissioning of the Network Termination Device in accordance with requirements as specified by Vocall;
- 3.4.3. conducting tests on the newly installed NETWORK TERMINATION DEVICE in order to ensure that it has been correctly installed and commissioned; and
- 3.4.4. providing written notification to Vocall that the Network Termination Device has been properly installed and is operational.

3.5. ONSITE RESOURCE

- 3.5.1. As part of the Services, the Provider shall provide at least one On-Site Resource, located at the offices in Midrand during all Business Hours and required to undertake the following: -
 - 3.5.1.1. act as Vocall's primary point of contact in relation to all aspects of performance of the Services;
 - 3.5.1.2. extract all Service Orders allocated to them from the relevant Vocall systems;
 - 3.5.1.3. allocate each Service Order to the relevant Provider team/s for performance of the Services required;
 - 3.5.1.4. contact each Vocall Client to arrange an Vocall Site survey and/or installation as is required under the relevant Service Order;
 - 3.5.1.5. liaise with all internal Vocall teams (e.g. service delivery managers, key account managers, project managers, networks teams) to the extent required for each Service Order;
 - 3.5.1.6. provide such updates and feedback on Service Orders in the process of being provisioned by the Provider and the on performance thereof as and when required by Vocall;
 - 3.5.1.7. address all questions relating to the performance of the Provider network as and when required by Vocall; and
 - 3.5.1.8. Provide a 'real-time' dashboard of all Service Orders detailing, as a minimum, the following, including whether the dates reflected are forecast dates or dates on which the activity in question has already occurred: -

- 3.5.1.8.1. Vocall Site survey date, where applicable;



3.5.1.8.2. Local Loop installation date;

3.5.1.8.3. Service Handover Date; and

3.5.1.8.4. Aging matrix per service ID in relation to each of the dates listed above.

3.5.2. Vocall shall provide the Provider with such office space and furnishings, telephone, internet connectivity, and access to the Vocall systems as the On-Site Resource may reasonably require in connection with the performance of the to perform the activities listed in 3.5.1. The Provider shall be required to supply a laptop computer for use by the On-Site Resource which Vocall will enable with access the relevant Vocall systems.

3.5.3. In the event that Vocall believes that the performance or conduct of the On-Site Resource is unsatisfactory for any reason, Vocall shall be entitled to, by giving no less than forty-eight (48) hours written notice thereof, to require the Provider to remove the On-Site Resource shall take all such steps as may be necessary to give effect to such notice, including replacing such the On-Site Resource with another the On-Site Resource acceptable to Vocall and with sufficient knowledge and expertise to perform the activities listed in 3.5.1.

4. SERVICE PROVISIONING

4.1. Within seventy-two (72) hours of completing the implementation of the applicable Service, the Provider shall provide a Service Handover Form (SHF) containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID). The Service ID should be used in all interactions with Vocall regarding the Service.

4.2. Vocall shall then conduct acceptance tests on the newly provided Service for a period of one (1) week following receipt of the Service Handover Form.

4.3. Should Vocall detect a fault on the Service during these acceptance tests, then Vocall shall notify the Provider of such fault in writing.

4.4. If Vocall notifies the Provider of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to Vocall.

5. SERVICE LEVELS

5.1. The committed Service Levels and the associated Service Credits are as outlined below. The Provider offers Service Levels on the following basis: -

5.2. Product Variants: - Layer 2 Services are divided into the following Service Levels: -

Service Level	Parameters	Network Redundancy		Building Entry	
	Availability	Local	Core	Single	Dual
Economy	99.0%	No	Yes	Yes	No
Premium	Client Specific Solution				

5.3. Service Implementation

5.3.1. The Provider undertakes to comply with the following timelines following the logging of a request for Service by Vocall on the Vocall Service Delivery system, which shall be indicated by the RTDATE:

	Activity	Time to Complete
1.	Written acknowledgement to Vocall of receipt of request for Services	Twenty-four (24) Business Hours from logging of request for Service by Vocall
2.	Written notification to Vocall of outcome of desktop-based feasibility assessment	Forty-eight (48) Business Hours from logging of request for Service by Vocall
3.	Written notification to Vocall of outcome of physical site survey	Forty-eight (48) Business Hours from logging of instruction by Vocall to proceed with Vocall Site survey
4.	Complete installation and provide report, configuration and test results; and Service Handover Form to Vocall: -	
4.1	- for point to multi-point installations	Fifteen (15) calendar days from logging of notification by Vocall to proceed with installation
4.2	- for point-to-point installation	Thirty (30) calendar days from logging of notification by Vocall to proceed with installation
4.3	- for fiber installation	Forty-five (45) calendar days from logging of notification by Vocall to proceed with installation

5.3.2. Vocall shall calculate, on a monthly basis, the amount of time taken for the implementation for each Service whose Service Commencement Date occurred during the month in question.

5.3.3. The duration of such Service Implementation shall be used to determine any Service Credits that Vocall shall be entitled to.

5.4. Service Availability

5.4.1. Service availability is measured by the Provider’s Incident and Problem Management System and includes the managed components of the Service which includes the Local Loop. Service availability commitments are defined within the Republic of South Africa and may include the back-up options selected by Vocall on the Local Loop.

5.4.2. The Provider shall calculate, on a monthly basis, the amount of time the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits that Vocall shall be entitled to.

5.4.3. Service availability shall be measured as a percentage of the availability of the Service for a Vocall Site in a given month.

5.4.4. The calculation of Service Downtime shall include any Service Outage/s occurring as a result of a power supply failure.



5.4.5. Service Credit calculation: Service Availability % = $\frac{\text{Service Period} - \text{Service Downtime}}{\text{Service Period}}$

5.5. Service Credits

5.5.1. Service Credits shall be calculated against the total amount payable on the invoice issued to Vocall by the Provider in accordance with clause 7 of the Agreement for the month immediately prior to the month for which the Service Credits in question are being calculated.

5.5.2. Service Implementation

SERVICE IMPLEMENTATION (number of days beyond the dates calculated in accordance with item 4 of clause 5.3.1)	SERVICE CREDIT
1 - 10	2 %
11 - 20	4 %
21 - 30	6 %
> 30	8 %

5.5.3. Service Availability

5.5.3.1. Service Credit with an Economy Service Level

SERVICE AVAILABILITY	SERVICE CREDIT
99.0%	0 %
< 99.0% - 98.0%	5 %
< 98.0% - 97.0%	10 %
< 97.0% - 96.0%	15 %
< 96.0% - 95.0%	20 %
< 95.0%	25 %

5.5.3.2. Service Credit with a Premium Service Level

The Service Credits for the Premium Service Level shall be specified in the client specific solution documents.

6. FAULT REPORTING

6.1. Vocall shall raise an outage trouble ticket with the Provider in the event of any Service Outage detected at a Vocall Site.

6.2. The logging of calls, queries and/or complaints shall be directed to the Provider in accordance with the Provider’s Escalation Matrix set out in Annexure A hereto.

6.3. In addition, Vocall shall be entitled to approach an assigned Provider’s account manager if the feedback or progress on the outage resolution is not satisfactory.

6.4. The Provider shall provide a root cause analysis report regarding the cause of the Service Downtime and the preventive measures put in place in an effort to mitigate a reoccurrence thereof.

6.5. The Provider shall perform the following actions and shall provide the reports (as applicable) detailed in the following table: -

FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Vocall Fault Reporting Trouble Ticket	Within fifteen (15) minutes of the notification of fault
Root Cause Analysis Report	Five (5) Business Days
Regular problem status update	Hourly until fault resolution

7. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

7.1. Service Credits shall be processed quarterly and passed as a credit against Vocall’s next invoice.

7.2. In the event the Provider fails to meet: -

7.2.1. One (1) or more of the time periods for Service Implementation set out in the table in clause 0 above for three (3) or more requests for Services within a rolling twelve (12) month period; and/or

7.2.2. the committed Service Availability Service Level for any Service three (3) or more times within a rolling twelve (12) month period, Vocall may terminate the affected Service in its entirety on a minimum of thirty (30) days prior written notice and no early termination charges shall be payable for the Service/s being terminated.

8. CLIENT REQUESTED CHANGES AND SCHEDULED MAINTENANCE

8.1. The Provider shall use reasonable endeavours to perform any agreed change as per agreed specifications required for Vocall Site as per the below specified target timelines.

8.2. Vocall must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by Vocall) and the impact on its Vocall Sites.

8.3. The change request shall follow the normal change management process as communicated from the Provider to Vocall from time to time and the below commitments are applicable only for Class C type changes (as defined in the following table) excluding any impact analysis: -

LEVEL OF CHANGE	DESCRIPTION OF CHANGES REQUIRED
Class A	<ul style="list-style-type: none"> • New installation of equipment • New link installation or shifting of circuit to new Vocall Site. • Hardware upgrade in existing equipment • Link addition or termination to existing Vocall Site.
Class B	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit, and does not require new equipment or new circuit installation. • Bandwidth soft up-gradation/down-gradation.
Class C	Changes that are not specified in Class A and Class B.

8.4. At no time shall Planned Maintenance events which may cause a Service Outage be performed simultaneously on two (2) diverse circuit paths that carry the same Vocall Service.