

This Service Schedule shall be governed by the terms and conditions contained in the Master Services Agreement and shall be deemed to be incorporated therein by reference.

### 1. DEFINITIONS

- 1.1 For the purposes of this Service Schedule, the following terms shall have the meanings assigned to them below: -
- 1.1.1 **"Acceptance Certificate"** means a document signed off and submitted by the Client to Vocall at the Activation of the Service, confirming that the Service has been configured, installed and deployed successfully by Vocall.
- 1.1.2 **"Activation"** means the moment when the Client is able to access the Service and make use of all its features, and signed the Acceptance Certificate.
- 1.1.3 **"Alternative Media Device"** means any form of storage device which may be used to store data. This device may be in the form of a hard drive, removal disc or publicly accessible server;
- 1.1.4 **"Cloud"** as defined by the National Institute of Standards and Technology, means a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources including but not limited to networks, servers, storage and applications that can be rapidly provisioned and released with minimal management effort or service provider interaction;
- 1.1.5 **"The Client"** as defined in the Master Services Agreement;
- 1.1.6 **"Client Administrator"** refers to the designated contact person as selected by the Client as the key liaison contact;
- 1.1.7 **"Contract"** means the terms governing the provision of the Service, including this Service Schedule read together with the Master Services Agreement;
- 1.1.8 **"Corporate Directory"** means a database which shall display all the users of the Client and or End-User provisioned onto the Service;
- 1.1.9 **"the CPE"** means the Client Premises Equipment either owned by the Client or supplied and owned by Vocall and installed at the Client's premises to enable the Client to gain access to the Service, including any Software embedded therein or used in conjunction therewith;
- 1.1.10 **"CUG"** refers to a Closed User Group which allows Users within the predefined group to make and receive calls within the group;
- 1.1.11 **"the End-User"** means the third party to whom the Client has on-sold the Service to;
- 1.1.12 **"Licenced Operator"** means an operator having been issued with the Electronic Communication Service Licence or Electronic Communication Network Service License, or both, in terms of the Electronic Communications Act (no. 36 of 2005) including any amendment, renewal or re-issue thereof, which



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allows an operator to deploy and operate a physical network;

- 1.1.13 **“Fair Usage Policy”** means that the Client’s On-Net minutes will be limited to a 1000 (one thousand) On-Net minutes;
- 1.1.14 **“IP Phones”** refers to a telephony device that transmits audio and video signals through physical infrastructure including but not limited to wire and fibre optic cabling;
- 1.1.15 **“Geographic Number”** means a national number that is placed in a particular class by the Numbering Plan Regulations in terms of section 68 of the Electronic Communications Act of 2005 (Act no 36 of 2005), where part of its digits structure contains geographic significance.
- 1.1.16 **“GNP”** means Geographic Number Porting which is the ability of a Client to transfer a Geographic Number to and from Vocall’s network;
- 1.1.17 **“GSM”** means the digital cellular mobile telecommunications system of Vocall;
- 1.1.18 **“Internet Access”** means ability to gain entry to, use, transfer, obtain and retrieve information from a decentralised global network of independent hosts by making use of various forms of access mediums;
- 1.1.19 **“IP PBX”** means a private branch exchange telephone system that switches VoIP calls between the Client and other telephony services;
- 1.1.20 **“LAN”** means Local Area Network and is the network to which the IP Phones shall be connected;
- 1.1.21 **“Mobile Application”** means a software application designed to run on a Mobile Device, which provides a specific and isolated functionality;
- 1.1.22 **“Mobile Device”** means a portable wireless computing device capable of network interface including but not limited to smartphones and tablets. For the purposes of this Schedule, a Mobile Device shall be any device which has been approved by Vocall as compatible with the Service;
- 1.1.23 **“Monthly Recurring Service Charge”** means the monthly charge raised by Vocall on the Client in regard to the Service as varied from time to time, it being recorded that the Monthly Service Charge applicable at the time of signature hereof is recorded in the Pricing appendix;
- 1.1.24 **“MSISDN”** refers to Mobile station International Subscriber Directory Number and is used for the international identification of Mobile Devices to the GSM network;
- 1.1.25 **“Network”** means the physical wireless and wired network operated and made available by Vocall as well as a virtual network (using Multi Packet Label Switching or related technologies) operated and made available by Vocall over its own network as well as the networks of a Licensed Operator;
- 1.1.26 **“Off-Net”** means calls originating from the Vocall Network and terminating on a Licensed Operator’s network;
- 1.1.27 **“On-Net”** means calls originating and terminating on the Network;

- 1.1.28 “**Pricing Appendix**” means the document attached to this Service Schedule detailing the charges payable by the Client for the Service pursuant to this service schedule;
- 1.1.29 “**PSTN**” means the public switched telephOne-Network;
- 1.1.30 “**Scope of Work**” means the document agreed between the parties at the time an order is placed on Vocall for the provisioning of the Service that stipulates the Client’s specific development requirements as well as the deployment plan for provisioning of the Service and the requirements to enable the optimal use of the Service by the Client and/or End-User;
- 1.1.31 “**Self Service Portal**” refers to the online portal from where the Client manages the perimeters of the use of the Service;
- 1.1.32 “**Service**” refers to an IP PBX service that converges the Clients IP Phones, Softphones and Mobile Devices into one system using one Geographic Number accessible via the Self-Service Portal;
- 1.1.33 “**SIM**” refers to the Subscriber Identity Module card allocated to the Client to enable the Client to gain access to the Service
- 1.1.34 “**Softphone**” refers to a computer which, making use of an application, functions as a telephone via the VoIP technology;
- 1.1.35 “**Software**” means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using the Service, including any computer programme, software or other materials embedded in or used in conjunction with the any electronic communications system or equipment operated or maintained by Vocall;
- 1.1.36 “**Territory**” shall mean the Republic of South Africa;
- 1.1.37 “**TMS**” means Telephone Management System which is a system that provides the Client’s administrators with the necessary tools to effectively track telecommunications, activities and usage within the Client’s telephony environment and is a feature to the Service available for the Client to select;
- 1.1.38 “**Vocall**” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.39 “**VoIP**” means Voice over Internet Protocol, involving transmission of bilateral or multi-lateral voice communications as Internet Protocol voice packets, over data lines.
- 1.2. All other words, expressions and phrases not specifically defined herein shall have bear the meanings assigned to them under the Master Services Agreement or where not defined therein, their generally understood meaning in the ICT industry.

## 2. PROVISION OF THE SERVICE

- 2.1 Vocall shall make the Service available to the Client throughout the duration of the Contract save and except in circumstances beyond the control of Vocall and subject to the terms and conditions herein



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contained read together with the Master Services Agreement.

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

### 3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the date of signature hereof, the commencement date of the Contract shall be deemed to be the date of Activation of the Service by Vocall following an order for the Service by the Client and an acceptance of such order by Vocall.

3.2 The One-Net Business Service Schedule, in respect of the Service, following activation thereof shall remain in force for the initial period reflected on the order placed by the Client and accepted by Vocall ("the Initial Period"), whereafter it shall automatically be renewed for an indefinite period subject to termination as set out in the Pricing Appendix, provided that no notice may be given during the Initial Period.

### 4. CHARGES, FEES, PAYMENT TERMS

4.1 The Client shall be liable to pay to Vocall an once-off installation fee which shall be billed and invoiced to the Client together with the Monthly Service Charge due for the first month following activation.

4.2 The Client has the option to purchase the CPE outright or to have the purchase price amortised over the Initial Period. If amortised, it shall be invoiced together with the Monthly Service Charge.

4.3 The Monthly Service Charge shall be invoiced monthly in advance.

4.4 In the case of the TMS feature being selected by the Client, the Client shall be invoiced monthly in arrears and the Client shall pay all amounts due and so invoiced as indicated on each tax invoice.

4.5 The Client acknowledges and agrees that the Monthly Service Charge shall be inclusive of the Client selected features and the licences required to make use of the Service;

4.6 The Client acknowledges and agrees that the Monthly Service Charge shall be exclusive of any costs associated with the provision of the Internet, data transmitted or downloaded by means of the Service and or any VOIP call charges.

4.7 The Client acknowledges and agrees that On-Net calls within the CUG shall be free, Off-Net calls outside the CUG shall be deducted from the VoIP usage of the Client;

4.8 All invoices shall be settled in full on the date as indicated on each tax invoice.

### 5. SERVICE DESCRIPTION

5.1 In order to utilise the Service, the Client shall have an election to utilise its own LAN or the Client can procure LAN services from Vocall. In the event the Client procure LAN services from Vocall, installation

of such LAN services shall be required at the Clients premises subject to a Site survey of the Clients and/or End-Users premises were after a Scope of Work document shall be provided to the Client and/or End-User.

- 5.1.1 In preparing the Scope of Work document the following information shall be required from the Client and/or End-User: -
  - 5.1.1.1 LAN configurations and design, in the event the Client is utilising its own LAN;
  - 5.1.1.2 Site address and Client contact details;
  - 5.1.1.3 The number and names of user(s) to be activated on the Service for licensing purposes;
  - 5.1.1.4 A list of each user(s) Mobile Devices and corresponding Geographic and/or Non-Geographic numbers that the Client intends to use in conjunction with the Service;
- 5.2 The Client End-User will be required to sign off of the Scope of Work document before any customised development can commence. In the event that the parties cannot agree to the Scope of work Vocall may recover any wasted expenditure in preparing of same.
- 5.3 Vocall shall make the Service available to the Client or integrate the Service with the Client's existing IP PBX;
- 5.4 Vocall shall provide the Client Administrator with access to the Self-Service Portal by providing a unique username and password.
- 5.5 The use of the Mobile Application shall be governed under the End user License Agreement with the Client and/or End-User.
- 5.6 Vocall shall retain Client data for a period of 12 (twelve) months from the Activation of the TMS feature by the Client and shall be retained for the duration of the Initial Period. Upon cancellation of the Service, all data pertaining to the TMS feature shall not be retained by Vocall. However, in the event that the Client requires Vocall to export such data to Alternative Media, the Client shall supply such media.

## 6. EQUIPMENT WARRANTY

- 6.1 Vocall warrants to the Client that the CPE supplied by Vocall to the Client shall be free from defects in material and workmanship for a period of 12 (twelve) months following the date of delivery ("the warranty");
- 6.2 The warranty does not extend to batteries, power and UPS requirements and same are specifically excluded from the warranty. The warranty will lapse immediately, in the event that the Client or any persons other than Vocall or its authorised contractors perform any work on the CPE;
- 6.3 In the event that Vocall replaces a defective PBX and/or CPE during the warranty period, the replacement PBX and/or CPE shall carry the same warranty but only for the remainder of the warranty period relevant to the replaced IP PBX and/or CPE;



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### 7. SUPPORT

- 7.1 The Client shall have an election to choose between train-the-trainer sessions or group training sessions: -
- 7.1.1 Vocall shall provide the Client with one 4 (four) hour training session to a maximum of 8 (eight) Users in respect of the Service at an office at the Client's election, in the event the Client selects the train-the-trainer session;
- 7.1.2 Vocall shall provide the Client with a 1 (one) hour training session to a maximum of 10 (ten) users, in the event the Client selects the group training session;
- 7.1.3 The training session includes basic training on how to and where to download the Mobile Applications from, utilisation of the Service, enabling the selected representative to provide first line support to users;
- 7.1.4 Vocall shall provide the abovementioned training to selected representatives as elected by the Client and or End-User;
- 7.1.5 Each selected representative of the Client shall be expected to sign a training completion certificate on completion of the training session.
- 7.1.6 If the Client require further training to be conducted after the training stipulated in clause 7.1.2 above, such training shall be conducted at an additional cost to the Client and/or End-User;
- 7.1.7 The Client shall attend to first line support via the selected representative upon signature of the training completion certificate and Vocall shall from that date onwards provide second line operational support;

### 8. SERVICE RESTRICTIONS

- 8.1 Vocall does not guarantee the accuracy of the VoIP rates derived from the TMS reports as its subject to interconnect and upstream service provider rate accuracy;
- 8.2 The Client acknowledges and agrees that the Service shall be governed by a Fair Usage Policy if a Client is deemed to be misusing the Service;
- 8.3 The Client acknowledges that Vocall shall not support or manage infrastructure not supplied by it or controlled by it;
- 8.4 Vocall does not represent, warrant or guarantee or assume any responsibility for the quality of the Service or of the GSM signals or the data transmitted over the GSM Network as part of the Service and shall not be liable for any loss, cost, claim, damage or expense which may be caused by weak signals and/or lost data;
- 8.5 The Mobile Device(s) used in conjunction with the Service is dependent upon the GSM Network. The GSM Network may temporarily fail, malfunction, provide limited or no coverage, the service may be subject to reception or other transmission malfunctions, failures or errors beyond Vocall's control.

- 8.6 The Client and/or End-Client acknowledge and agree that: -
- 8.6.1 Only IP Phones as approved by Vocall will be configured on the Service;
  - 8.6.2 Mobile Devices to be activated onto the Service are required to have Vocall SIMs and the usage and procurement of such SIMs are governed by the individual airtime contracts for the SIMs;
  - 8.6.3 The Clients Geographic Number shall need to be ported via the GNP process to the Vocall Network in order to access the Service;
  - 8.6.4 A user can be activated on 1 (one) CUG only;
- 8.7 The Client acknowledges and agrees that the Service shall not function in the event a Mobile Device is outside the Territory and is subject to the Network availability.
- 8.8 The Client acknowledges and agrees that the Service does not function in the event of a power failure, access technology failure and/or PSTN outages at Client premises.
- 9. OBLIGATIONS OF THE CLIENT**
- 9.1 The Client shall (and shall ensure that the End-User shall): -
- 9.1.1 be responsible for providing the facilities needed for Vocall to conduct the train the trainer session or the group training session;
  - 9.1.2 be responsible for obtaining all necessary permits, approval or authorisations imposed by any competent authority which are necessitated by the use of the Service;
  - 9.1.3 ensure that the LAN is of an industry standard for VoIP traffic in the event the Client elects to utilise its own LAN; and shall implement such reasonable security measures in respect thereof to ensure that the security of the Network is not compromised;
  - 9.1.4 ensure that the use of the Service and all equipment connected to or used in conjunction with the Service is connected or used in accordance with applicable South African laws, rules and/or regulations;
  - 9.1.5 ensure that the Service is used strictly in accordance with Vocall's Acceptable Use Policy available from Vocall;
  - 9.1.6 install, use and maintain all equipment necessary for the provision of the Service in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vocall and the vendor thereof;
  - 9.1.7 ensure that the Corporate Directory is always up to date with the latest company and User information;
  - 9.1.8 ensure that all equipment and all software installed by or for the Client and used in conjunction with the Service is compatible with and will function with all CPE, IP Phones and Software;



- 9.1.9 promptly comply with all notices, instructions or directions given by Vocall in respect of the installation, use or operation of the Service, Software, and the CPE;
- 9.1.10 at all times retain custody and control of the CPE at the premises occupied by the Client or such other premises as Vocall may have approved for such purpose;
- 9.1.11 protect the security of all passwords, user names and/or other unique identifying information and/or login credentials and not permit any other person to access the Service using its password or user name and/or login credentials. In the event that the Client becomes aware that the secrecy or confidentiality of its password and/or user names and/or login credentials has become compromised and/or its password and/or user names and/or login credentials have been disclosed to any unauthorised person, the Client shall ensure that same are immediately changed;
- 9.1.12 at all times be fully responsible and liable for any use or misuse of its password and/or user names;
- 9.1.13 use the Service in the ordinary course of the Client's business and shall not be entitled, either directly or indirectly, to transfer, distribute, re-distribute, copy, sell, lease, rent, lend, license or sub-license the Service, either in whole or in part, in any way whatsoever, to any third party and/or user without Vocall's prior written consent.
- 9.1.14 The Client acknowledges and agrees that the users only makes use of any component of the Services provided by Vocall in terms of the Contract, as an ancillary part of providing products and services in the ordinary course of the Client's business.
- 9.1.15 The Client acknowledges and agrees that notwithstanding anything to the contrary contained in the Contract, the Services provided under this Agreement are services intended by Vocall to be used solely by the Client itself and/or users as an ancillary part of providing products and services in the ordinary course of the Client's business.
- 9.1.16 The Client hereby indemnifies Vocall and holds it harmless against any liability, claims, fines or other penalties of whatsoever nature and howsoever arising due to the use of the Services by the users or any third party.
- 9.2 The Client shall not (and shall procure that the End-User shall not): -
- 9.2.1 carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to the CPE without the prior written consent of Vocall;
- 9.2.2 use or permit the use of the Service or any electronic communications equipment in any manner or for any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or is likely to cause congestion in or disruption of the Service offered by Vocall.
- 10. ACCESS TO THE CLIENT'S PREMISES**
- 10.1 The Client shall, whenever required by Vocall, procure that Vocall's personnel or contracted installer, be permitted access to the Client's premises and to remain at such premises:



- 10.1.1 to carry out the site survey in order to determine the Client's existing infrastructure;
- 10.1.2 to carry out any inspection, repair, testing or maintenance of the CPE and other equipment relevant to the provision of the Service;
- 10.1.3 to verify that the manner in which the Service is being utilised by the Client is in compliance with the Master Services Agreement, this Service Schedule and applicable South African laws, rules and/or regulations;
- 10.1.4 to install, collect or remove the CPE; and/or
- 10.1.5 for any other reasonable purpose whatsoever.
- 10.2 To enable the installation of the CPE and any other equipment necessary for the provision of the Service, the Client shall: -
  - 10.2.1 provide Vocall with the required configuration specification in respect of the proposed VPN to enable Vocall to configure the CPE device and any ancillary equipment. Such proposed configuration specification shall either be accepted or rejected by Vocall and, if rejected, reasons for such rejection will be provided to the Client;
  - 10.2.2 provide a suitable environment for the housing of the CPE and any other ancillary equipment together with all required trunking, electricity and connection points, conduits, cable trays and power supply in accordance with the relevant installation standards and manufacturer's instructions; and
  - 10.2.3 take up or remove such fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as may be necessary to install the CPE and/or ancillary equipment and carry out and making good or decorators work required subsequent to such installation.
- 10.3 The Client shall be present at any installation of the CPE by Vocall personnel or contracted installer and shall sign the installation completion certificate on completion thereof.

### **11. SOFTWARE**

- 11.1 The Client acknowledges that the intellectual property rights attaching to the Software are held by the third-party owner thereof. Accordingly, to the extent permitted by such third party, Vocall hereby grants to the Client a non-exclusive license to use the Software for the purpose for which it was supplied for the duration of the Contract.
- 11.2 The Client undertakes to keep confidential all operating manuals and other documentation supplied by Vocall in terms of the Contract and shall disclose same to its employees, agents or contractors on a need-to-know basis.
- 11.3 The Client shall not, without the prior written consent of Vocall, copy, decompile, reverse engineer or modify the Software in any way or copy the operating manuals or other documentation.

**12. SECURITY**

- 12.1 It is recorded that Vocall intend to implement accepted industry-standard security precautions from time to time.
- 12.2 Notwithstanding the provisions of clause 10.1 above, the Client acknowledge and agree that the precautions contemplated in clause 10.1 above do not guarantee that the Service is invulnerable to all security breaches;
- 12.3 The Client acknowledge and agree that Vocall makes no warranty, guarantee or representation that the Service is entirely protected from all destructive elements, security threats and/or other vulnerabilities;

**13. END-USER**

The Client acknowledges and agrees that it shall be liable for all breaches of the terms of the Contract by any End-User.

**14. DATA RETENTION**

- 14.1 Vocall shall retain all data either provided by the Client or generated through the provision of the Service ("Client Data") as well as all information relating to the Client in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristic ("Client Profile Data").
- 14.2 Vocall may, to the extent permitted by law, receive or disclose the Client Profile Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information.
- 14.3 Vocall may, to the extent permitted by law, receive or disclose the Client Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.

**15. VOCALL'S RIGHTS**

The parties specifically record and agree that all rights conferred on Vocall under this Service Schedule in respect of any matter or event shall be additional to any rights conferred on Vocall under the Master Services Agreement.

**PRICING APPENDIX**

This schedule is not complete without a signed VOCALL QUOTATION attached.

Note that the values below are applicable unless another value indicated in the Vocall Quotation, which will then apply.

Once-off Installation Fee	R2 500.00
Site Survey Fee	R0.00
Monthly Service Charge	R0.00
Initial Period	12 (twelve) Months
Termination Notice Period	1 (one) Calendar Month written notice
Payment Terms	30 days after invoice date
CPE Amortised Purchase Option Selected	No
TMS Feature Selected	No
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

