

These terms 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 the Contract, the following terms shall have the meanings assigned to them below:

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1.1.1 “**the Contract**” means the terms governing the provision of the Service, including this Service Schedule read together with the Master Services Agreement;

1.1.2 “**the End-User**” means the third party to whom the Client has on-sold the Service to;

1.1.3 “**Monthly Service Charge**” means the monthly charge raised by Vocall on the Client in regard to the Service, as varied from time to time;

1.1.4 “**the Service**” means the security service more fully described in this Service Schedule and selected by the Client;

1.1.5 “**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 any electronic communications system or equipment operated or maintained by Vocall;

1.1.6 “**Vocall**” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07.

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

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 contained read together with the Master Services Agreement.

3. COMMENCEMENT AND DURATION

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

3.2 The Contract shall in respect of the Service following activation thereof 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 of termination may be given during the Initial Period.

4. CHARGES AND FEES AND PAYMENT TERMS

- 4.1 The Client shall be liable to pay to Vocall a once-off installation fee as set out in the Pricing Appendix 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 Monthly Service Charge shall be invoiced monthly in advance and the Client shall pay all amounts due and so invoiced as indicated on each tax invoice.

5. SECURITY SERVICES

Vocall provides, *inter alia*, the following security services: -

- 5.1 Perimeter Firewall – this service is comprised of a device or set of devices configured to permit, deny, encrypt, or proxy all computer traffic between different security domains based upon a set of rules and other criteria. It is placed on the Vocall network and is intended for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, unauthorised access or use and/or any similar act or thing which may affect the Client's computer system, or network; including: -
 - 5.1.1 the creation of one or more demilitarised zone/s (DMZ) or demarcation zone/s or perimeter network/s. This is a physical or logical sub-network that contains and exposes the Client's external services to a larger, untrusted network, usually the Internet. The purpose of a DMZ is to add an additional layer of security to the hosted environment and third-party connections;
 - 5.1.2 intrusion prevention, including anomaly inspection and deep packet inspection to attempt to identify attacks on the Client's and/or the End-User's network and block or prevent these;
 - 5.1.3 virus detection and filtering on network traffic and not only electronic mail;
 - 5.1.4 blocking and/or filtering of peer to peer and instant messaging traffic; and
 - 5.1.5 filtering of web browsing traffic based on certain predefined parameters and criteria.
- 5.2 Email Security – based on the Client's selected configuration this service provides content filtering in incoming and outgoing electronic mail, virus and malicious code filtering and filtering of unsolicited bulk electronic mail (spam);
- 5.3 Access Management – this service evolved from the well-known web Single sign on, offers a 2 (two) factor authentication service through an SSL VPN solution, utilising existing LAN credentials and a onetime password received via SMS to grant access to corporate systems and services through any device with internet connectivity; and
- 5.4 Managed Security Service – this service involves Vocall pro-actively managing and monitoring the

Client's chosen Security Service.

6. SECURITY

- 6.1 Network security products and services are changing all the time to cater for the increasing variety and sophistication of exploits used by internal users, external attackers and human error. No single security device, appliance, product or service can ever guarantee the security of a network and is only one element of an overall security approach, which includes appropriate policies and procedures, education, management and monitoring.
- 6.2 Vocall utilises world class technologies, products and methodologies to provide the Service and updates these from time to time and Vocall warrants that it has the right to use such technologies, products and methodologies to provide the Service as well as the skills and expertise necessary to use such technologies, products and methodologies to provide the Service.
- 6.3 Save for the warranty in 6.2 above, Vocall gives no warranties or guarantees of whatsoever nature in respect of the Service and in particular do not guarantee that there will not be any actual or attempted security breaches.
- 6.4 The Client acknowledges and agrees that Vocall's sole liability shall be for a breach of the warranty in 6.2 above.
- 6.5 The Client acknowledges and agrees that, subject to 6.4 above, it shall continue to be liable to pay the Monthly Service Charge notwithstanding: -
- 6.5.1 the failure of any aspect of the security service; or
- 6.5.2 the failure or suspension, for any reason whatsoever, of any security service which results in the Client being denied access to the Service.

7. ALTERATION TO CLIENT CHOSEN CONFIGURATION

- 7.1 Vocall undertakes to provide the Service according to the Client's chosen configuration, insofar as this is technically and practically possible.
- 7.2 Where changes to the Client's chosen configuration are requested, such changes shall be affected and charged by Vocall at its then standard rate.
- 7.3 Where changes to the Client's chosen configuration are required to take consideration of changing circumstances, technologies or exploits, Vocall reserves the right to charge for such changes at its then standard rate.
- 7.4 Vocall shall not be responsible for advising the Client of any possible impact that changes to its chosen

configuration may have on the Service or any other service.

8. OBLIGATIONS OF THE CLIENT

8.1 The Client shall be responsible for implementing any security processes or procedures notified to it by Vocall, including *inter alia*: -

8.1.1 ensuring all equipment connected to or used in conjunction with the Service is connected or used in accordance with applicable South African laws, rules and/or regulations and shall obtain the prior written approval of Vocall before connecting or permitting any third party to connect any equipment to any electronic communication system or equipment operated by Vocall or any Equipment;

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

8.1.3 be responsible for its own users, local area network and infrastructure and shall implement such reasonable security measures in respect thereof to ensure that the security is not compromised;

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

8.1.5 use the Service for its own internal business purposes and shall not be entitled, either directly or indirectly, to transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, lend, license or sub-license the Service, either in whole or in part, in any way whatsoever, to any third party without Vocall's prior written consent (the foregoing, does not apply to the Client's right to on-sell the Service to End-Users).

8.2 The Client shall not: -

8.2.1 use or permit the use of the Service or install, connect or link or use (or permit the installation, connection, linking or use) of any electronic communications equipment in contravention of any South African laws, rules and/or regulations; and/or

8.2.2 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.

9. SERVICE DESCRIPTIONS

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.

10. SOFTWARE

10.1 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 and/or the End-User a non-exclusive license to use the Software for the purpose for which

it was supplied for the duration of the Contract.

- 10.2 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.
- 10.3 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.

11. 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.

12. INTELLECTUAL PROPERTY

- 12.1 The Client shall not, by means of the Service, infringe the intellectual property rights of any third party by means of, *inter alia*, the using, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing software, video or audio content or any other material owned by any third party and protected in terms of any intellectual property rights, trademark law or other proprietary rights.
- 12.2 The Client hereby indemnifies Vocall against any costs, claims, damages and/or expenses which may be incurred by Vocall as a result of any claim brought by any third party arising out of the breach of the provisions of 13.1 above, including all and any legal costs incurred on an attorney and own client scale.

13. DATA RETENTION

- 13.1 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").
- 13.2 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.
- 13.3 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.

14. 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
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

