

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 **“Dedicated Access Link”** means a link by means of an electronic communications facility, which is a dedicated, permanent, open, secure, high quality point-to-point connection between the Client’s and Vocall’s managed infrastructure over a digital transmission network to provide the Service and shall include any hardware, software, cables, connectors, interfaces, associated media, printed media and/or electronic documentation;

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

1.1.3 **“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;

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

1.1.5 **“GSO”** refers to a global service operator. This is an international VPN partner which interconnects with Vocall for extended network reach;

1.1.6 **“KPI”** means, in relation to the Service, Key Performance Indicators, as set out in the Service Level Appendix;

1.1.7 **“Monthly Service Charge”** means monthly charge raised by Vocall on the Client in regard to the Service;

1.1.8 **“MPLS Network”** means the Multi-Protocol Label Switching Network owned and maintained by Vocall or its service providers on which the VPN contracted for by the Client hereunder is operated;

1.1.9 **“the Service”** means access to the virtual private network operated on a multi-protocol label switching platform by means of a Dedicated Access Link;

1.1.10 **“the Sites”** means the Client’s sites able to access the Service;

1.1.11 **“Software”** means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using any Equipment, CPE Device or the Service, including any computer programme, software or other materials embedded in or used in conjunction with the CPE and/or any electronic communications system or equipment operated or maintained by Vocall;

1.1.12 **“Vocall”** means Vocall Networkx (Pty) Ltd with company registration number 2015/026642/07;

1.1.13 **“VPN”** means a virtual private network including virtual communication links over the MPLS Network

but excluding Dedicated Access Links.

- 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, utilising the configuration specifications submitted by the Client in terms of clause 6.2.1 below, create a VPN over the MPLS Network for the exclusive use of the Client.
- 2.2 Vocall shall provide the Client with a connection from the CPE(s) to the MPLS Network by means of the Dedicated Access Link(s).
- 2.3 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, 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 AND FEES AND 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 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.
- 4.3 The Client acknowledges and agrees that the Monthly Service Charge shall be inclusive of any costs associated with any Dedicated Access Link.
- 4.4 In the event that fees incurred with a GSO: -
- 4.4.1 are billed and invoiced by Vocall to the Client in South African Rand, the applicable rate of exchange shall be that set out in the proposal or quotation submitted by Vocall to the Client. Notwithstanding anything contained herein or in the proposal, Vocall shall have the right to revise the rate of exchange set out in the proposal should the rate of exchange fluctuate by more than 10% (ten per centum) over a 90 (ninety) day period;

4.4.2 are billed and invoiced by Vocall to the Client in foreign currency, the Client shall, in addition to such fees, be responsible for the bank charges associated with receiving payment in a foreign currency. Value-Added Tax ("VAT") shall be applicable to fees billed and invoiced by Vocall to the Client in foreign currency, unless the South African Revenue Service issues a directive to Vocall ruling otherwise.

5. ACCESS

5.1 Vocall shall provide the Dedicated Access Link required to enable each site to access and utilise the Service.

5.2 The Client acknowledges and agrees that it shall continue to be liable to pay the Monthly Service Charge notwithstanding the failure or suspension, for any reason whatsoever, of any Dedicated Access Link which results in the Client being denied access to the Service.

6. ACCESS TO CLIENT TO PREMISES

6.1 Where installation of the CPE is required to be undertaken, the Client shall, whenever required by Vocall, procure that Vocall's personnel or contracted installer, be permitted access to the Client's premises and to remain at such premises: –

6.1.1 to carry out any inspection, repair, testing or maintenance of the CPE and other equipment relevant to the provision of the Service;

6.1.2 to verify that the manner in which the Service is being utilised by the Client is in compliance with the Master Services Agreement, this Service Schedule and applicable South African laws, rules and/or regulations;

6.1.3 to install, collect or remove the CPE; and/or

6.1.4 for any other reasonable purpose whatsoever.

6.2 To enable the installation of the CPE and any other equipment necessary for the provision of the Service, the Client shall: –

6.2.1 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;

6.2.2 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

6.2.3 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.

6.3 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.

7. OBLIGATIONS OF THE CLIENT

7.1 The Client shall procure and maintain, in its name and at its expense, all necessary permits and consents required for the provision of the Service and/or the installation and/or use of the CPE and/or any ancillary equipment for the duration of the Contract.

7.2 The Client shall: –

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

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

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

7.2.4 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;

7.2.5 subject to the provisions of clause 7.3.2, install, use and maintain all equipment necessary for the provision of the Service in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vocall and the vendor thereof;

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

7.2.7 use the Service for its own internal business purposes (with the specific exclusion of the authority to the Client to on-sell the Service) without Vocall's prior written consent, if required as per Pricing Appendix.

7.3 The Client shall not: -

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

7.3.2 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; and/or

7.3.3 use or permit the use of the Service or any electronic communications equipment in any manner or for

any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or is likely to cause congestion in or disruption of the Service offered by Vocall.

8. SERVICE LEVELS AND KPI'S

8.1 The Client acknowledges and agrees that the provisioning of certain Dedicated Access Links provided by Vocall are subject to availability. In addition, the performance of such Dedicated Access Links may be subject to operational limitations. The Client shall have no right to withhold any amounts due to Vocall by reason that the Dedicated Access Link selected by the Client, whether or not provided by Vocall under a separate Service Schedule, impacts the provision of the Service to the Client.

8.2 Vocall shall use its best endeavours to ensure that the Service is provided in accordance with the service levels specified in the Service Level Appendix.

8.3 Vocall's compliance with the service levels will be measured by reference to the KPI's specified in the Service Level Appendix on a monthly basis and will be documented.

9. SOFTWARE

9.1 The Client acknowledges that the intellectual property rights attaching to the Software are held by the third-party owner thereof. Accordingly, to the extent permitted by such third party, Vocall hereby grants to the Client a non-exclusive license to use the Software for the purpose for which it was supplied for the duration of the Contract.

9.2 The Client undertakes to keep confidential all operating manuals and other documentation supplied by Vocall in terms of the Contract and shall disclose same to its employees, agents or contractors on a need-to-know basis.

9.3 The Client shall not, without the prior written consent of Vocall, copy, decompile, reverse engineer or modify the Software in any way or copy the operating manuals or other documentation.

10. END-USER

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

11. SECURITY

11.1 It is recorded that Vocall intend to implement accepted industry-standard security precautions from time to time.

11.2 Notwithstanding the provisions of clause 11.1 above, the Client acknowledges and agrees (that the precautions contemplated in clause 11.1 above do not guarantee that the Service is invulnerable to all security breaches.

11.3 The Client acknowledges and agrees that Vocall makes no warranty, guarantee or representation that the Service is entirely protected from all destructive elements, security threats and/or other

vulnerabilities.

12. 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 clause 12.1 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
On-sell of the Service Written Approval Required	Yes
All amounts are exclusive of Value Added Tax (VAT)	

