

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: -
- 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 **"SMS"** means the Short Messaging Service, a protocol used for sending short messages over wireless networks;
- 1.1.7 **"Vocall"** means Vocall Networkx (Pty) Ltd with company registration number 2015/026642/07.
- 1.1.8 **"Software Platforms"** means any software application provided by Vocall or its Service Providers for the Client to access;
- 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. SMS SERVICES

- 5.1 SMS Services is a solution that enable Clients to deliver a mobile terminated SMS to multiple mobile networks worldwide.
- 5.2 The Service includes: -
- 5.2.1 Connectivity between the Client's information systems and the Software Platform;
- 5.2.2 Configuration of the Software Platform to receive SMS traffic generated by the Client and the handling and routing of such SMS traffic to available Network Operators;
- 5.2.3 Billing of such SMS traffic processed by Vocall; and
- 5.2.4 Technical support.
- 5.3 In the provision of the SMS Services, and in addition to the provisions set forth under the Agreement, Vocall shall: -
- 5.3.1 Ensure that connectivity between the Client's information system and the Platform is tested and operational;
- 5.3.2 Route SMS traffic generated by the Client to available Network Operators;
- 5.3.3 Invoice the Client for all SMS Charges relative to the provision of the Software Platform;
- 5.3.4 Manage all contractual relationships with Network Operators to ensure the operability of the SMS Services; and
- 5.3.5 Provide technical support 24 hours × 7 days × 365 days per year.

- 5.4 Without prejudice to the obligations of the Client, the Client further undertakes to: -
- 5.4.1 Provide all the configuration information through the proper completion of all technical forms provided by Vocall;
- 5.4.2 Ensure that its own information systems are properly configured to route SMS traffic to the Platform;
- 5.4.3 Create and maintain at its own expense a database of End-Users receiving each SMS message processed by Vocall;
- 5.4.4 Ensure under no circumstances to send Unsolicited SMS (SPAM) as defined in the Agreement to the messaging Platform;
- 5.4.5 Announce a larger volume of traffic a few days in advance; and
- 5.4.6 Fulfil all its payment obligations as set out in the Agreement.

6. OBLIGATIONS OF THE CLIENT

- 6.1 The Client shall be responsible for implementing any security processes or procedures notified to it by Vocall, including *inter alia*: -
- 6.1.1 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;
- 6.1.2 ensure that the Service is used strictly in accordance with Vocall’s Acceptable Use Policy available from Vocall;
- 6.1.3 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;
- 6.1.4 promptly comply with all notices, instructions or directions given by Vocall in respect of the use or operation of the Service; and
- 6.1.5 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).
- 6.2 The Client shall not: -
- 6.2.1 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
- 6.2.2 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.

7. 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.

8. SOFTWARE

- 8.1 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.
- 8.2 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.
- 8.3 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.

9. 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.

10. INTELLECTUAL PROPERTY

- 10.1 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.
- 10.2 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

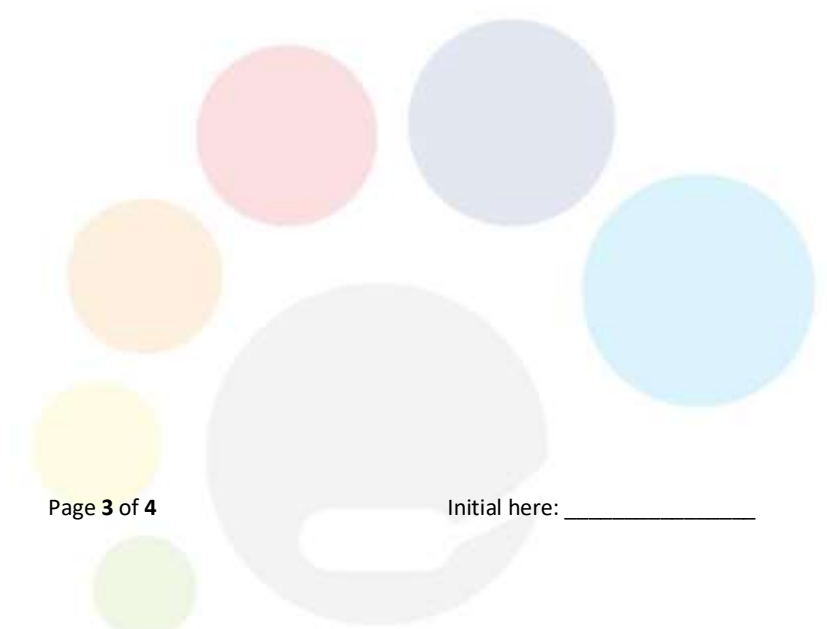
costs incurred on an attorney and own client scale.

11. DATA RETENTION

- 11.1 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").
- 11.2 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.
- 11.3 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.

12. 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)	

