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MANAGED PBX SERVICE SCHEDULE

Liquid Telecom Offices

Mauritius (Head Office) • Botswana • DRC • Kenya • Lesotho • Rwanda • South Africa • Tanzania • Uganda • Zambia • UAE • UK

Liquid Telecommunications South Africa (Pty) Ltd. Registered Address: 401 Old Pretoria Main Road, Halfway House, Midrand 1685. Company Reg. No. 2004/004619/07.

1 APPLICABILITY

- 1.1 This Service Schedule is applicable only to the COF for the purchase of Managed PBX Services, which has been signed by the Customer and Liquid Telecom.

2 DEFINITIONS

- 2.1 Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

- 2.2 For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

- 2.2.1 "**ATR**" means the actual time to respond to an incident or query logged at the SOC, being the time between the reporting of a Service Outage and Liquid Telecom commencing technical support as per clause 3.6.5;

- 2.2.2 "**Call**" means a communications session, with a start and end time, carrying any sounds, signals, signs or images sent and received by system, a network or a series of electronic communications facilities or radio, optical or other electromagnetic apparatus or any similar technical system used for the purpose of electronic communications;

- 2.2.3 "**CSRS**" means the Customer Site requirements specification document that specifies the requirements at a Customer Site necessary to enable Liquid Telecom to deliver the requested Service;

- 2.2.4 "**Cumulative Percentage Late Response Time**" is sum of the percentage late response times for all Service Outages within a given month calculated in accordance with clause 4.4;

- 2.2.5 "**Customer Device**" means the PBX or any associated equipment that is supplied by Liquid Telecom in terms of the Managed PBX Service;

- 2.2.6 "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service, where the PBX is physically installed, as set out in the COF;

- 2.2.7 "**GMTR**" means the guaranteed maximum time to respond to an incident or query logged by the Customer at the SOC;

- 2.2.8 "**IP**" means 'Internet Protocol', which means the method or protocol by which data is sent from one computer to another over the Internet;

- 2.2.9 “**ISDN**” means ‘Integrated Services Digital Network’ which is a set of communications standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network;
- 2.2.10 “**Local Loop**” means the ‘last mile’ access link that connects the Customer Site to the nearest Liquid Telecom core PoP or distribution PoP;
- 2.2.11 “**Network**” means the Liquid Telecom network, including off-net network elements;
- 2.2.12 “**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed with regard to the Managed PBX Service, the Network or any component thereof, reasonably believed to be necessary in order increase capacity or to prevent or remedy a defect which may affect the Customer’s use of or access to the Services;
- 2.2.13 “**PBX**” means Private Branch Exchange;
- 2.2.14 “**PoP**” means Point of Presence specifically relating to the Network;
- 2.2.15 “**Priority 1**” means a critical problem that stops the Service at a particular Customer Site from functioning;
- 2.2.16 “**Priority 2**” means a major problem with severe impact on Customer’s Service, but does not stop the Service at a particular Customer Site from functioning;
- 2.2.17 “**Priority 3**” means a minor problem that does not seriously affect the operation of the Service;
- 2.2.18 “**Service Credits**” means service credits due to the Customer for unscheduled Service Downtime in accordance with clause 4;
- 2.2.19 “**Service Downtime**” means that period of time for which the Service was unavailable to the Customer, calculated in accordance with clause 5.2;
- 2.2.20 “**Service Outage**” means an instance when all or part of the Service is unavailable to the Customer as a result of a failure of the Customer Device is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
- 2.2.21 “**SIP**” is defined as an IETF-defined signalling protocol, widely used for controlling multimedia communication sessions such as voice and video Calls over IP. The protocol shall be used for creating, modifying and terminating two-party (unicast) or multiparty (multicast) sessions consisting of one or several media streams. The modification shall involve changing addresses

or ports, inviting more participants, and adding or deleting media streams. Other feasible application examples include video conferencing, streaming multimedia distribution, instant messaging, presence information, file transfer and online games;

2.2.22 “**SLA Fee**” means an amount payable by the Customer, as set out in the COF, which entitles the Customer to claim Service Credits;

2.2.23 “**SOC**” means the Liquid Telecom Service Operations Centre; and

2.2.24 “**TDM**” means time-division multiplexing, a method of putting multiple data streams in a single signal.

3 SERVICE DESCRIPTION

3.1 Liquid Telecom Managed PBX is a premises-based telephony Service that manages all incoming and outgoing Calls.

3.2 The PBX is enabled for both IP and TDM extensions connecting to either of Liquid Telecom SIP or ISDN primary rate trunks.

3.3 Liquid Telecom or its nominated subcontractor will install and configure the PBX prior to the Service Commencement Date thereof.

3.4 Outright purchase or rental option – The Customer shall elect whether to purchase or to rent the Customer Device/s over a period ranging from thirty six (36) to sixty (60) months, as stipulated in the COF.

3.5 This Service is offered in conjunction with other Liquid Telecom Services, including NeoOne or NeoVoice and separate service schedules shall apply to the relevant Services.

3.6 The Managed PBX Service consists of the following:

3.6.1 network design including router specification;

3.6.2 configuration and installation of the Customer Device/s;

3.6.3 24-hour monitoring and provision of statistical information on a monthly basis, which includes:

3.6.3.1 Availability of the Customer Device/s;

3.6.3.2 configuration changes and backups;

- 3.6.3.3 patch updates;
- 3.6.3.4 CPU utilisation; and
- 3.6.3.5 IP service level statistics, i.e. packet loss, jitter and latency
- 3.6.4 provision of a 24-hour single point of contact via the Liquid Telecom SOC;
- 3.6.5 remote and on-site support
- 3.7 Liquid Telecom may provide the necessary technical support in either of the following ways, at the discretion of Liquid Telecom:
 - 3.7.1 on-site support

Liquid Telecom may travel to the Customer Site where the Customer Device is located to determine and resolve the problem.
 - 3.7.2 remote support

A Liquid Telecom technical representative may access the Customer Device remotely and resolve the problem through a management link connected to the Customer Device using an Internet connection.

4 **SERVICE LEVELS**

- 4.1 In instances where an SLA Fee is stipulated in the relevant COF, Liquid Telecom shall offer committed Service Levels and the associated Service Credits as outlined below. Liquid Telecom offers Service Levels on the following basis:
 - 4.1.1 Guaranteed Maximum Time to Respond (GMTR)
 - 4.1.1.1 Level A: Applicable to all Customer Sites located in the geographical area of Gauteng, Cape Town, Bloemfontein, Durban, Port Elizabeth, East London, Kimberley and Polokwane (Liquid Telecom coverage areas):
 - Priority 1: 8 hour GMTR
 - Priority 2: 12 hour GMTR
 - Priority 3: 24 hour GMTR

4.1.1.2 Level B: Applicable to all Customer Sites located in geographical areas other than those set out in clause 4.1.1.1:

Priority 1: 14 hour GMTR

Priority 2: 20 hour GMTR

Priority 3: 30 hour GMTR

4.2 Service Levels

4.2.1 The Service cover period for Remote and On-site support shall be either on:

4.2.1.1 Business Service Level: Business Days from 08h00 to 17h00; or

4.2.1.2 Premium Service Level: 24 hours a day every day,

as stipulated in the relevant COF.

4.3 Liquid Telecom shall calculate the response time in excess of the GMTR, as a percentage of the GMTR, per incident of Service Downtime, and sum these percentages on a monthly basis in the manner as set out in clause 4.4. The duration of such Cumulative Percentage Late Response Time shall be used to determine any Service Credits that the Customer shall be entitled to.

4.4 The Cumulative Percentage Late Response Time is sum of the percentage late response times for all incidents of Service Downtime within a given calendar month, where

$$\text{Percentage Late Response Time} = \frac{\text{ATR} - \text{GMTR}}{\text{GMTR}}$$

4.5 Service Credits shall be determined from the Cumulative Percentage Late Response Time using the following table:

CUMULATIVE PERCENTAGE LATE RESPONSE TIME	SERVICE CREDIT (PERCENTAGE OF SLA FEE)
0% - 100%	5%
100% - 200%	10%
200% - 300%	15%
300% - 400%	20%
400% - 500%	25%
500% - 600%	30%
600% - 700%	35%
700% - 800%	40%
800% - 900%	45%
> 900%	50%

4.6 In those instances where Liquid Telecom fails to meet the committed Service availability target and a trouble ticket was opened with respect to the Service Downtime, the Customer shall be eligible for Service Credits as described in the table above. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

5 EXCLUSIONS

5.1 The Customer shall not be entitled to exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:

5.1.1 the Network, as this will be covered in the relevant and associated service schedules;

5.1.2 construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);

5.1.3 anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not due to the fault or gross negligence of Liquid Telecom;

5.1.4 anything attributable to circuits comprising a part of the Network and/or the Service that are provided by a third party, including Local Loops and local access facilities, provided that Liquid Telecom shall pass through to the Customer any Service Level Credits that it receives from the third party; and

5.1.5 anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.

5.2 Service Downtime shall not include any unavailability resulting from:

5.2.1 scheduled downtime for Planned Maintenance;

5.2.2 interruptions or delays resulting from any third party services;

5.2.3 any services, power, equipment or local access facilities provided by the Customer and/or their suppliers, which is required in the provision of the Services;

5.2.4 any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of Liquid Telecom, acting reasonably;

5.2.5 the Customer's applications, equipment, or facilities;

- 5.2.6 interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
- 5.2.7 acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
- 5.2.8 suspensions due to non-payment of any amount payable by the Customer to Liquid Telecom under this Schedule; or
- 5.2.9 Force majeure.

6 FAULT REPORTING

- 6.1 The Customer shall raise an outage trouble ticket with Liquid Telecom in the event of any Service Outage detected at the Customer Site.
- 6.2 The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

TELEPHONE NO.	E-MAIL
+27 11 585 0652 (outside of South Africa) 080 11 11 636 (within South Africa only)	EnterpriseService@liquidtelecom.co.za

- 6.3 Should a call logged in accordance with clause 6.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to **service.management@liquidtelecom.co.za**, which is managed during Business Hours.
- 6.4 In addition, the Customer shall be entitled to approach an assigned Liquid Telecom account manager if the feedback or progress on the outage resolution is not satisfactory.
- 6.5 Liquid Telecom shall use reasonable endeavours to 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. Liquid Telecom shall use reasonable endeavours to perform the following actions and shall provide the reports (as applicable) detailed in the following table:

FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Customer Fault Reporting Trouble Ticket	Within 15 minutes of the notification of fault
Regular problem status update	Daily
Root Cause Analysis Report	< ten (10) business days of request

6.6 In the event that Liquid Telecom attends to a Service fault and/or Service outage (“Fault”) reported by the Customer, and Liquid Telecom subsequently establishes that the Fault was not due to any fault on the Liquid Telecom Network and/or Liquid Telecom infrastructure deployed in the delivery of the Service, Liquid Telecom shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at Liquid Telecom’s current standard rates and charges at the time of the incident.

7 RETURNS POLICY

7.1 Liquid Telecom warrants that Customer Devices purchased by the Customer from Liquid Telecom will be free from defects in material and workmanship for the following period, with effect from the date of purchase of the relevant Customer Device:

7.1.1 a three (3) month warranty for single line telephones (“SLTs”); and

7.1.2 a period of twelve (12) months, for all other Customer Devices.

7.2 The warranty does not cover any Customer Device that has been damaged as a result of normal wear and tear, powers surges, lightening or other natural disasters, installation error, unauthorized repair or modification, misuse or abuse.

7.3 When returning Customer Devices for warranty or non-warranty reasons, the Customer is required to complete the steps listed below.

7.3.1 Step 1: When a Customer Device is returned, a ‘Returns Goods Form’ and a fault report must be completed in full, and returned with the relevant Customer Device.

7.3.2 Step 2: Customer Devices returned for warranty and repair purposes must be sent to Liquid Telecom. All Customer Devices older than one year or Customer Devices that have been damaged as a result of a surge, installation error, or abuse will not be covered under the warranty policy.

8 SERVICE PROVISIONING

- 8.1 The Customer shall be responsible for making available, at no cost to Liquid Telecom, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document for each site, for the duration of the Contract Term of the applicable COF, for the purposes of housing Liquid Telecom's transmission equipment required for the provision of the Services to the Customer.
- 8.2 The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Services.
- 8.3 The Customer shall ensure that the sites at either end of a Service for which the request has been made are available, at all reasonable times, for access by Liquid Telecom for purposes of swop out and changes.
- 8.4 Within seventy two (72) hours of completing the installation for the applicable Service, Liquid Telecom will provide a Service Handover Form containing Service ID, date, A end positions, B end, and start bill date to the Customer.
- 8.5 The Customer will then conduct acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 8.6 Should Customer detect a fault on the Service during its acceptance tests, then the Customer shall notify Liquid Telecom of such fault, in writing and await a revised Service Handover Form before re-commencing such tests.
- 8.7 If the Customer has not contacted Liquid Telecom within two (2) Business Days of receiving the Service Handover Form, then the Service shall be considered to be accepted by Customer and the date of the Service Handover Form shall be considered the Service Commencement Date.
- 8.8 The billing cycle for each Service will be from the Service Commencement Date of that Service.

9 CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

- 9.1 Liquid Telecom shall use reasonable endeavours to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites. The change request shall follow the normal change management process as communicated from Liquid Telecom

to the Customer 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 Customer Site. • Hardware upgrade in existing equipment • Link addition or termination to existing Customer 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	<ul style="list-style-type: none"> • Changes that are not specified in Class A and Class B.

9.2 The Customer hereby understands and agrees that any change requests mentioned above in Class A and Class B are Service affecting in nature. Hence, the Customer understands and agrees that the Service can be unavailable for a minimum period of two (2) hours during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Service Schedule shall not be applicable during any such change request implementation and as such, Liquid Telecom cannot be held responsible for any damages or losses which may occur during such implementation time.

9.3 Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least forty eight (48) hours before the Planned Maintenance commences.

9.4 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 Customer Service.

9.5 Liquid Telecom is not responsible for any breach of rights which may be related to any Customer transmitted or received content that has been carried on the Liquid Telecom Network and the Customer agrees that Liquid Telecom can view the content to identify Service related issues.

10 CONTENT REGULATORY COMPLIANCE

10.1 The Customer hereby agrees that the relevant permissions, approvals, licenses and/or related consents that may be required by the relevant government authority of the source and/or destination country/ies shall be obtained, as applicable, as per the local laws in such country and a copy of such permissions, approvals, licenses and/or related consents shall be available for inspection by Liquid Telecom prior to the commissioning of the Service.

- 10.2 In the event that the Customer is sourcing content from a third party in relation to the Service, the Customer shall be responsible for providing the permissions, approvals, licenses and/or related consents of such third party. The Customer further indemnifies Liquid Telecom from any costs, damages and/or penalties caused due to any non-compliance with this provision.
- 10.3 The Customer authorizes Liquid Telecom to monitor the Service at Liquid Telecom's Network Operating Centre facilities.

11 **MANAGED PBX POLICY**

- 11.1 Liquid Telecom shall not take responsibility for connectivity quality if the connectivity is provided by a service provider other than Liquid Telecom.
- 11.2 The Customer shall not have any right to title or interest in the software, hardware, documentation, or any copyrights used in provisioning of the Services.
- 11.3 The Customer is solely responsible for the content of any posting, data or transmissions using Liquid Telecom Services.

12 **SERVICE TERMINATIONS – EARLY TERMINATION COSTS**

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for the Terminating Services which are specified as Customer Specific Services in the relevant COF or where the Service either originates from or terminates at an international location shall be calculated as at the Termination Date and shall be equal to 100% of the MRC for the remainder of the Contract Term thereof.