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BULK SMS 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

This Service Schedule is applicable only to the COF for Bulk SMS Services, which have been submitted by the Customer and accepted by Liquid Telecom in accordance with the Master Service Agreement.

2 DEFINITIONS

- 2.1 Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Agreement
- 2.2 For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:
- 2.2.1 “**Accounting Period**” means a period of 1 (one) calendar month, terminating as close as is reasonably practicable to 23h59 on the last day of each calendar month;
- 2.2.2 “**Bulk SMS**” means any SMS that is not a P2P SMS and/or where more than 10 (ten) SMSs are sent simultaneously;
- 2.2.3 “**Customer Billing Summary**” means the summary containing the details of the total number of SMSs submitted by the Customer to Liquid Telecom during the immediately preceding Accounting Period;
- 2.2.4 “**CDR**” means the call data record produced by each Party’s network upon transmission or reception of each SMS;
- 2.2.5 “**CSRS**” means ‘Customer Site Requirements Specification’, a document that specifies the requirements at a site for Liquid Telecom to deliver the requested Service;
- 2.2.6 “**Customer Site**” means the site owned or leased by the Customer or any other site used to provide the Service, as set out in the COF;
- 2.2.7 “**Designated POP**” means a designated Internet backbone network point-of-presence (POP) within the meaning of Tata Communications (AS 6453) or Liquid Telecom (AS 36937) in a specific region;
- 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 “**Minimum Volume Commitment**” means the minimum number of Bulk SMSs that the Customer agreed to transmit to Liquid Telecom in an Accounting Period as reflected in the COF;
- 2.2.10 “**MPLS**” means Multi-protocol Label Switching;

- 2.2.11 “**P2P SMS**” means SMSs sent by a natural person from a valid mobile or fixed device with a valid sim card to a natural person, in their personal capacities with the intention to facilitate a personal communication between such natural persons;
- 2.2.12 “**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed with regard to the Bulk SMS Service, the Network, the off-net network or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer’s use of or access to the applicable Service;
- 2.2.13 “**Service Downtime**” means that period of time for which the Service was unavailable to the Customer;
- 2.2.14 “**SMS**” means a short message service enabling text messages characters to be transferred and/or originated, on compatible communications devices connected to the Network;
- 2.2.15 “**SMPP**” means Short Message Peer to Peer;
- 2.2.16 “**SMSC**” means the Liquid Telecom SMS Centre responsible for the relaying and store-and-forwarding of SMSs;
- 2.2.17 “**Terminating Party**” means the relevant mobile network operator over whose network the SMS is terminated and/or transited;
- 2.2.18 “**Terminating Party Billing Summary**” means the billing summaries received from the respective Terminating Parties, to the extent that they relate to Bulk SMSs submitted by Liquid Telecom on behalf of the Customer;
- 2.2.19 “**VPN**” means Virtual Private Network; and
- 2.2.20 “**WASP**” means the Wireless Application Service Provider.

3 SERVICE DESCRIPTION

- 3.1 Liquid Telecom shall undertake the conveyance and termination of all Bulk SMSs destined for Liquid Telecom and/or other Terminating Parties as follows:
 - 3.1.1 The Customer shall submit all Bulk SMSs through the Internet and /or VPN via SMPP to Liquid Telecom;
 - 3.1.2 Liquid Telecom’s SMSC shall receive these Bulk SMSs and transmit them to the relevant Terminating Party;
 - 3.1.3 Liquid Telecom shall request notification of delivery from the relevant Terminating Party on written or electronic request from the Customer.
- 3.2 The Bulk SMS Service includes an account for the Customer to submit all SMSs to Liquid Telecom.

4 CONDITIONS OF THE CUSTOMER

- 4.1 The Customer shall make use of Liquid Telecom's SMSC to transmit Bulk SMSs.
- 4.2 The Customer undertakes to provide CDR reporting on a daily basis to Liquid Telecom reflecting each SMS transmitted to Liquid Telecom by the Customer on the day in question.
- 4.3 The Customer acknowledges and agrees that In order to have access to the Liquid Telecom Bulk SMS Service, an internet connection is required which is not included in the Liquid Telecom Bulk SMS Service. The Customer must ensure that such internet connection is available before subscribing to the Liquid Telecom Bulk SMS Service.
- 4.4 The Customer acknowledges that the quality of the Liquid Telecom Bulk SMS Service is dependent upon the quality and capacity available between all relevant networks.
- 4.5 The Customer agrees to abide by the provisions of the SMS SPAM Policy attached hereto.

5 CONDITIONS OF LIQUID TELECOM

- 5.1 Liquid Telecom shall be responsible for providing the Bulk SMS Service via the SMSC and connectivity to the relevant Terminating Party/ies.
- 5.2 Liquid Telecom shall be responsible for:
 - 5.2.1 Resolution of any requests logged with the Liquid Telecom service desk; and
 - 5.2.2 Provision of the necessary number range/s required for the Bulk SMS Service for the Customer.

6 TERMS AND CONDITIONS

- 6.1 Liquid Telecom and/or its agents shall attend to the installation and/or set-up and/or configuration of the Liquid Telecom Equipment during business hours at such applicable NRC charges.
- 6.2 The Customer shall allow Liquid Telecom or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the Liquid Telecom Equipment. A signed confirmation by the Customer (including its employee, representative, carrier, agent or nominee) that the installation and/or set-up and/or configuration, whichever is/are applicable, of the Liquid Telecom Equipment was done shall constitute prima facie proof that it was done according to specification and agreement.
- 6.3 Liquid Telecom shall use its reasonable endeavours to comply with the agreed delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, Liquid Telecom, however, shall not be responsible for any consequences of any such delay or be liable for any damage/s, cost/s or expense/s whatsoever, which the Customer may incur or suffer if the requested installation and/or set-up and/or configuration date/s is not met.

- 6.4 The Customer must at its own cost and expense provide suitable and adequate electrical power supply as may be required for the proper functioning of the Liquid Telecom Bulk SMS Service.
- 6.5 The Customer must ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Liquid Telecom Bulk SMS Service, such as adequate ventilation, lighting and wall space.
- 6.6 To the extent that the Liquid Telecom Bulk SMS Service provided to the Customer is suspended by Liquid Telecom in accordance with the provisions of this Schedule and/or the Agreement, the Customer acknowledges that it will forfeit its access to and/or use of the Liquid Telecom Bulk SMS Service, but the Customer shall still be liable to pay the relevant MRC during such suspension, in the event that an MRC is payable as set out in the relevant COF.

7 SCOPE AND MEASUREMENT

- 7.1 Service objectives cover the Liquid Telecom Network consisting of the Customer links to AS 36937 and all backbone links within AS 36937.
- 7.2 Liquid Telecom shall (on average every fifteen (15) minutes) measure the Liquid Telecom Network at Designated POPs using software and hardware components capable of measuring traffic and responses at such Designated POPs.
- 7.3 The Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by the Customer's packets, and that such measurements constitute measurements across the Liquid Telecom Network but no other networks to which the Customer may connect.
- 7.4 Liquid Telecom reserves the right to periodically change the measurement points and methodologies it uses without notice to the Customer.

8 PRICING

Notwithstanding the provisions of the Agreement, the parties acknowledge that Liquid Telecom reserves the right to amend pricing in the event of any rate changes imposed by the relevant Terminating Party/ies.

9 BILLING PROCEDURES

- 9.1 The Charges payable by the Customer shall be determined in accordance with the applicable rate/s contained in the COF.
- 9.2 All transmitted SMSs will be billed for in accordance to the any specifics contained in the relevant COF.

10 FAULT REPORTING

10.1 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

10.2 Should a call logged in accordance with clause 10.1 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.

10.3 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.

11 SERVICE PROVISIONING

11.1 The Customer shall be responsible for making available, at no cost to Liquid Telecom, accommodation, power, mast space, ducting and other facilities as set out in the CSRS document for each Customer Site for 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.

11.2 The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the Services.

11.3 The Customer will ensure that the Customer Sites at either end of the requested Service are made accessible at any reasonable time as may be required by Liquid Telecom to fulfil its obligations in terms hereof.

11.4 Within seventy two (72) hours of completing the installation for the requested Service, Liquid Telecom shall provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number ("Service ID"). The Service ID should be used in all interactions with Liquid Telecom regarding the Service.

11.5 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.

11.6 Should the Customer detect a fault on the Service during these acceptance tests, the Customer shall notify Liquid Telecom of such fault, in writing.

11.7 The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the Service configuration diagram in the COF for the Service have not been met. If the Customer notifies

Liquid Telecom of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.

- 11.8 The Service shall be deemed accepted by the Customer if no objection has been raised within two (2) Business Days following receipt of the SHF.

12 CUSTOMER NETWORK REQUIREMENTS

The Customer shall connect to Liquid Telecom SMSC, based in Midrand, Gauteng, at their own cost and shall ensure that connectivity is maintained for the full duration of the provision of the Bulk SMS Services.

13 SERVICE DOWNTIME

- 13.1 It is necessary for Liquid Telecom to perform Planned Maintenance on the network from time to time, during which a Service will be unavailable. This generally occurs between 00:00 and 06:00 on Sunday mornings. If it is necessary to perform this maintenance outside of the Sunday maintenance window this will be treated as an emergency change and Liquid Telecom will endeavour to notify the Customer at least forty eight (48) hours in advance.
- 13.2 Maintenance on the Service or its components unavoidably leads to down time. Planned Maintenance will be arranged with the Customer in such a way that it will cause minimum disruption to the Customer.
- 13.3 A Service will be considered unavailable in the event of any unscheduled Service Downtime due to transmission or equipment failure. Unavailability of the Customer service and will be calculated on a monthly basis.

14 EXCLUSIONS

- 14.1 The Customer shall not be entitled to exercise any right of termination of the Service for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
- 14.1.1 Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Liquid Telecom;
- 14.1.2 Anything attributable to circuits comprising a part of the Service that are provided by a third party, including local access facilities procured by the Customer.
- 14.2 Service Downtime shall not include any unavailability resulting from:
- 14.2.1 scheduled downtime for Planned Maintenance;
- 14.2.2 interruptions or delays resulting from any third party services procured by the Customer;

- 14.2.3 any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
- 14.2.4 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;
- 14.2.5 Customer applications, equipment, or facilities;
- 14.2.6 interruptions due to the failure of equipment provided by the Customer or other third party on behalf of Customer;
- 14.2.7 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;
- 14.2.8 suspensions due to non-payment of any amount payable by the Customer to Liquid Telecom under this Schedule; or
- 14.2.9 force majeure.

15 UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 15.1 Liquid Telecom undertakes to use its reasonable endeavours to provide the Customer with the Liquid Telecom Bulk SMS Service on a twenty four (24) hour per day basis on each and every day for the continued duration of the Contract Term.
- 15.2 The Customer agrees that the Liquid Telecom Bulk SMS Service is rendered "as is" and "as available" and it is used at the Customer's own discretion and risk. Liquid Telecom does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose.

16 CONTENT REGULATORY COMPLIANCE

- 16.1 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.
- 16.2 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.
- 16.3 The Customer authorizes Liquid Telecom to monitor the Service at Liquid Telecom's Network Operating Centre facilities.

ATTACHMENT 1
SMS SPAM POLICY

1 DEFINITIONS

- 1.1 **“Spam SMS”** means any Unsolicited Commercial SMS or Scam SMS;
- 1.2 **“Unsolicited Commercial SMS”** means any SMS where the content relates to legitimate commercial services such as advertising, promotion notifications or service notifications, but the subscriber receiving the SMS does not wish to receive these SMSs as a result of:
- 1.2.1 No prior opt-in by subscriber - In this case, the sender of the unsolicited commercial SMS did not receive any confirmation from the subscriber that they wish to receive the SMS advertisements, promotions or notifications prior to the sending of the SMS;
- 1.2.2 Sender is not complying with an opt-out request - in this case, the subscriber has notified the sender that they no longer wish to receive the SMS advertisements, promotions or notification by sending an “opt-out” SMS to the sender, but the sender is not honouring the subscriber’s wish by still sending the SMS to the subscriber; or
- 1.2.3 Recycled MSISDNs - In this case, a subscriber who has been assigned an MSISDN recycled from previous use is receiving SMS advertisements, promotional messages or service notifications for which the previous owner of the MSISDN opted-in.
- 1.3 **“Scam SMS”** means any SMS containing false information sent with malicious intent to deliberately defraud the receiver of the SMS. The opt-in/out system is irrelevant to this type of SMS. This includes SMS’ containing viruses, Phishing SMS’ or any other fraudulent SMS;
- 1.4 **“Phishing SMS”** means an SMS intended to obtain the recipient’s details for unlawful practices;
- 1.5 **“WAP Push SMS”** means an SMS containing an http link that a capable handset will automatically access upon retrieval, as specified by the user data header of the SMS;
- 1.6 **“Short Code”** means an originating MSISDN that is shorter than the South African industry standard length of 11 digits for normalized MSISDNs; and
- 1.7 **“Long Number”** means an originating MSISDN that is longer than the South African industry standard length of 11 digits for normalized MSISDNs.

2 SENDING OF COMMERCIAL MESSAGES

- 2.1 All SMSs must contain a valid originating number and/or the name or identifier of the message originator.
- 2.2 Any message originator must have a facility to allow the recipient to remove his or herself from the message originator's direct marketing database, so as not to receive any further direct marketing SMSs from that message originator.
- 2.3 For commercial SMSs, a recipient must be able to stop receiving messages from any service by replying with the words "STOP" (alternatively "-END", "CANCEL", "UNSUBSCRIBE" or "QUIT"). The reply "STOP" procedure must be made clear to the recipient at the start of any messaging service, for example by including "reply STOP to opt out" in the first message sent. If it is not technically feasible for the recipient to reply to a specific message then clear instructions for unsubscribing must be included in the body of that message.
- 2.4 The reply "STOP" or alternative opt-out procedure must be included in all direct marketing communications. A "STOP" reply in this instance will refer to all direct marketing communications from the message originator.
- 2.5 Non-commercial Bulk SMS services (such as newsletters) must have a functional opt-out procedure consistent with that described in clause 2.3.
- 2.6 Direct marketing messages may not be sent on Sundays, public holidays, on Saturdays before 09:00 or after 13:00, or on all other days between 20:00 and 08:00, unless expressly agreed to in writing by the recipient.

3 IDENTIFICATION OF SPAM

- 3.1 Any direct marketing SMS is considered an Unsolicited Commercial Message unless:
 - 3.1.1 the recipient has requested the SMS;
 - 3.1.2 the SMS recipient has a prior commercial relationship with the SMS originator and has been given a reasonable opportunity to object to direct marketing communications;
 - 3.1.2.1 at the time when the information was collected; and
 - 3.1.2.2 on the occasion of each communication with the recipient; or

3.1.3 the organisation supplying the originator with the recipient's contact information has the recipient's explicit consent to do so.

3.2 Any commercial message is considered a SPAM SMS after a valid opt-out request has been received from the recipient.

4 PREVENTION OF SPAM

4.1 The Customer will not knowingly send or promote the sending of spam following receipt of a valid opt-out request from the recipient and will take reasonable measures to ensure that its facilities are not used by others for this purpose.

4.2 The Customer will provide a mechanism for dealing expeditiously with complaints about SPAM SMSs originating from its network.

4.3 The decision to block an SMS due to infringement of this SMS Spam policy is made on a per SMS basis, upon receipt of the SMS by the Liquid Telecom Network and before the SMS is terminated on the destination handset.

4.4 When a decision has been taken to block the Spam SMSs, these SMSs will not be delivered to the recipient. These messages may include, but are not limited to the following:

4.4.1 SMSs that satisfy the definition of SPAM SMS;

4.4.2 SMSs that invite a response by means of calling a premium rate number;

4.4.3 Any WAP-Push SMS;

4.4.4 SMSs from alphanumeric MSISDNs;

4.4.5 SMSs from Short Codes;

4.4.6 SMSs from Long Numbers; or

4.4.7 SMSs containing malware (viruses).

5 COMPLAINTS

Should either Party receive a complaint from any subscriber regards the receipt of an SMS, the Customer shall ensure that such complaint is investigated.

6 BILLING FOR SPAM MESSAGES

- 6.1 SPAM SMSs will be counted as successfully delivered, even if it is blocked from delivery.
- 6.2 The blocked SMSs will be included in the “total incoming SMS’s” for the purpose of giving effect to the billing provisions in the Bulk SMS Service.