

NEOCONFERENCE VIDEO SERVICE SCHEDULE

1. APPLICABILITY

This Service Schedule is applicable only to the COF for the purchase of NeoConference Video Conferencing and associated Services, as set out in clause 3.1, which has been signed by Neotel and the Customer.

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.** "B2B" refers to business to business conference calls;
 - 2.2.2.** "B2P" refers to business to Public Room conference calls;
 - 2.2.3.** "Customer Site" means a means the site owned or leased by the Customer or any other site used to provide the Service;
 - 2.2.4.** "Dedicated Producer Call" means any conference call that has a dedicated, live producer on the call for the entire duration of the call;
 - 2.2.5.** "Fault" means a malfunction or Service difficulty in the Video Conferencing Equipment or the Operating System Software which results in the Video Conferencing Equipment and/or the Operating System Software not operating in accordance with the specifications of the Video Conferencing Equipment other than a problem which is attributable to:
 - 2.2.5.1.** operation or use of the Video Conferencing Equipment and/or Operating System Software other than in accordance with Neotel's instructions or the instructions or operating manuals of the Video Conferencing Equipment;
 - 2.2.5.2.** the Customer or an unauthorized third person tampering with the Video Conferencing Equipment and/or the Operating System Software;
 - 2.2.5.3.** problems in or arising from the interfacing of the Video Conferencing Equipment and/or Operating System Software with other hardware and/or software not provided by Neotel;
 - 2.2.5.4.** power surges or damage to the Video Conferencing Equipment and/or Operating System Software from external forces, such as water or physical damage; or
 - 2.2.5.5.** failure to establish, operate and maintain the Customer Site in accordance with the Site Specifications or any unauthorized or improper use or modification of the Video Conferencing Equipment or VNOC Service other than by an employee, agent or contractor of Neotel.
 - 2.2.6.** "GMX" means Global Meeting Exchange and is the infrastructure which enables video conferencing bridging;
 - 2.2.7.** "GMX Meet-Me" means the function so named used to host B2B and B2P calls;
 - 2.2.8.** "Managed Room" means a Customer Site certified by Neotel as having met the Site Specifications, and the Video Conferencing Equipment has been installed, configured and successfully tested as being capable of delivering the Services and which is managed by Neotel under the terms of a COF;
 - 2.2.9.** "Neotel GMX Network" means the Network used by Neotel to provide the Conferencing Services;
 - 2.2.10.** "Non-Compliant" means a conference call session that meets any of the conditions set out in Table 3;
 - 2.2.11.** "Non-Managed Room" means a Customer Site certified by Neotel as having met the Site Specifications, and the Video Conferencing Equipment has been installed, configured and successfully tested as being capable of delivering the Services but which is not a managed by Neotel but by the Customer;
 - 2.2.12.** "Operating System Software" means the operating system software described in the relevant manufacturer's service description for the Video Conferencing Equipment as being the standard ex-factory installation required to operate it;

- 2.2.13.** “P2P” refers to Public Room to Public Room conference calls;
- 2.2.14.** “Planned Maintenance” means any preventative, routine or scheduled maintenance which is performed with regard to the 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 Services;
- 2.2.15.** “Point of Demarcation” is the point in the Network where Neotel’s responsibility stops and the Customer’s responsibility starts for the management thereof. The Point of Demarcation will be stated in the COF;
- 2.2.16.** “PSTN” means public switched telephone network;
- 2.2.17.** “Public Rooms” are telepresence rooms rented to the public on a pay-per-use basis;
- 2.2.18.** “Scheduled Conference” means any conference call scheduled by the Customer with at least 1 (one) hours’ notice and confirmed by the VNOC;
- 2.2.19.** “Service Credits” means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 10;
- 2.2.20.** “Service Outage” means any event or circumstance which results in Service Downtime;
- 2.2.21.** “Service Downtime” means the amount of time that the Service was unavailable;
- 2.2.22.** “Severity 1” means a critical problem that stops the Service at a particular Customer Site from functioning. I.e. The Network or Service is unusable and Customer is completely out of service. Severity 1 will e.g, apply in case of a hardware failure which requires component replacement or in case of a total network outage or failure in bridge or codec which will prevent Customer from launching or running a Video Conferencing call;
- 2.2.23.** “Severity 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. The Network or Service is interrupted or severely degraded and Customer is not able to work at expected levels of performance and productivity. Also used for severity 1 problem in the event Neotel provides a temporary solution to such problem which allows the relevant Network or Service to function while awaiting final resolution by Neotel. Severity 2 will e.g. apply in case of a degradation of the Service quality (video or tone) which is not caused by the connection of 720p low resolution endpoints into a multipoint session but caused by e.g. Network degraded parameters (such as high latency, packet loss or jitter);
- 2.2.24.** “Severity 3” means a minor problem that does not seriously affect the Service or Network availability or functionality used in Customer’s Service. Severity 3 will e.g. apply in the event that the Customer’s access to the VNOC portal is temporally degraded (e.g. schedule sync issue) so that Customer’s authorized personnel will have to carry out the scheduling and booking via phone rather than online. Other example is a minor packet loss during a conference call, or static from microphone;
- 2.2.25.** “Site Specifications” mean the design, environmental, technical and operational specifications provided by Neotel with which the Customer Site must comply for the configuration and operation of the Video Conferencing Equipment, as stipulated by Neotel to the Customer;
- 2.2.26.** “Tier 1” refers to basic level support such as “How do I...” and being able to determine if the systems are turned on or if the Network is up. If unable to resolve an issue, the VNOC will either escalate to Tier 2 or to a Customer support contact for Non-Managed Rooms;
- 2.2.27.** “Tier 2” refers to the next level support for Managed Rooms where the VNOC will start troubleshooting issues to the extent that they are related to the Customer Device or Network. The VNOC will work to either repair an issue or escalate it to the next level;.
- 2.2.28.** “VC MRC” means all network, subscription, and VNOC MRC charges, as listed in the relevant COF;
- 2.2.29.** “Video Conferencing Equipment” means the Customer Device being procured by the Customer as defined by the bill of material in the COF or supplied by Customer;
- 2.2.30.** “Video Conferencing Portal Users Guide” means a published document given to the Customer during the acceptance process, which outlines the VNOC portal scheduling process for Managed Rooms;

2.2.31. “VNOC” means the video network operations centre operated by Neotel; and

2.2.32. “Working Hours” is defined as the period from 06h00 to 18h00 on Business Days.

3. SERVICE DESCRIPTION

3.1. For purposes of this Service Schedule, the term “Services” consists of the following:

3.1.1. Video Conferencing Equipment Service;

3.1.2. Conferencing Service; and

3.1.3. VNOC Service.

3.2. Video Conferencing Equipment Service (if applicable)

3.2.1. To the extent specified in the COF, the Video Conferencing Equipment Service shall encompass the following:

3.2.1.1. Procuring the Video Conferencing Equipment in accordance with terms as specified in the COF;

3.2.1.2. Provisioning of the Video Conferencing Equipment in accordance with terms as specified in the COF; and

3.2.1.3. Installation and commissioning of the Video Conferencing Equipment.

3.2.2. The Video Conferencing Equipment Service may be provided in whole or in part by one or more agents or contractors on behalf of Neotel.

3.2.3. Customer agrees that the Video Conferencing Equipment shall be supported in accordance with the warranty terms and conditions of the relevant hardware/software manufacturer and the liability that Neotel has with regard to the Video Conferencing Equipment is limited to the scope of such manufacturer's warranties.

3.3. Conferencing Service

3.3.1. Neotel will provide managed interconnection services to enable meetings, using the Video Conferencing Equipment, between Neotel's Public Rooms, Neotel customers' Private Rooms and Customer's Private Rooms as well as connections to other Neotel customers connected to the Neotel GMX Network. Neotel will make available multipoint GMX Meet-Me services for intra- and inter-customer communications to Customers that are connected to Neotel GMX Network.

3.3.2. Neotel will make the Conferencing Service available for the Customer to book conference calls using the Neotel VNOC reservation system to allow for meetings between room endpoints located in different countries and companies pursuant to and provided that local laws and regulations permit such meetings and all parties agree to meet.

3.3.3. Neotel will provide the necessary core Network for connectivity, the cost of which is included in the MRC for the Conferencing Service.

3.3.4. Neotel will provide initial training and related documentation to the designated personnel of the Customer, at times to be mutually agreed by the Parties, on the basic operation of the Conferencing Services.

3.3.5. Certain geographical areas may have restrictions on availability of some of the following Services and are dependent upon specifics to that region.

3.3.6. Conferencing Services include:

3.3.6.1. Service Registration

All Managed Rooms are required to be registered with Neotel in order to enable the Customer to place and receive calls or use any part of the Conferencing Services.

3.3.6.2. Gateway Services

Neotel provides IP to ISDN gateway services to allow Managed Rooms and managed video conferencing-conferencing systems to place and receive calls to and from the PSTN. This Service is a shared resource that is made available to all subscribers of the Conferencing Service and does not guarantee or reserve any ports or bandwidth for use by any specific customer. Availability is provided on a first come, first served basis. Calls which are either sourced from or destined for a video conferencing device or audio device other than a Managed Room are not covered by the terms of this Service Schedule and are not provided any form of guarantee of availability, call completion or level of performance.

3.3.6.3. Multipoint Conference Services

Neotel provides multipoint calling capability in two forms:

3.3.6.3.1. reservation-less multipoint conferencing known as Bridging-On-Demand (“BOD”): BOD is provided as a resource to all Managed Rooms and Non-Managed Rooms on a pay per use basis. Neotel shall use commercially reasonable efforts to provide availability of the BOD service for use but does not guarantee the number of possible connections per conference call.

3.3.6.3.2. Scheduled Managed Bridging. Neotel shall use commercially reasonable efforts to provide performance of the multipoint conferencing units at the video conferencing and audio quality standards currently supported by Neotel. Neotel makes no guarantee of service or video conferencing and audio quality for any video conferencing conference call that involves a connection to the ISDN or internet. Any accepted reservation will be provided in full at the reserved time of the Video Conferencing conference call. Neotel will make available multipoint GMX Meet-Me Services for intra and inter-company communications to customers that are connected to Neotel GMX Network.

3.3.6.4. Internet-Based Services

Some conference calls may require the use of the public internet, possibly in conjunction with the Neotel Network. Neotel makes no guarantee of reliability, security or performance of any services or information that traverse the public internet. This Service Schedule does not provide any level of service guarantee for service outages or performance when the information or services being used rely on the public internet for transport.

3.3.6.5. IP Videocasting, Webcasting and Web Collaboration

IP videocasting, webcasting and web collaboration services that require the use of the public internet are not subject to any support or performance guarantees as defined under “Internet-Based Service” above. Neotel makes no guarantee of service availability, call completion or performance of such services and makes them available to users on a commercially reasonable basis.

3.4. VNOC Service

The VNOC Service is limited to the following services to be provided by Neotel for active Managed Rooms, Non-Managed Rooms and related infrastructure as applicable:

3.4.1. Single Point of Contact

Neotel’s VNOC support for Managed Rooms will be a single point of contact on a 24x7x365 basis. There is no VNOC support for Non-Managed Rooms.

3.4.2. Scheduling

Scheduling will be accessible via:

3.4.2.1. Worldwide toll free dial-in number; or

3.4.2.2. Web portal for online schedule requests. Web portal scheduling is further defined in the Video Conferencing Portal Users Guide.

3.4.3. Call Launching

Neotel will provide two Call Launching services – Dial-Out and Dial-In.

3.4.3.1. Dial-In

The user joins a GMX Meet-Me bridge by dialling an access number followed by a PIN code assigned at the time of conference call scheduling. The Dial-In option is mandatory for conference calls that involve endpoints belonging to other exchange providers. The VNOC operator may provide reactive support. In the event of launch or reconnection issues, and upon the end user calling of the VNOC help desk, the VNOC operator will attempt to determine the cause of the problem before escalating to either (a) Tier 2, in the event of Managed Rooms, or (b) back to the Customer, in the event of Non-Managed Rooms, in either case for further trouble shooting and resolution.

3.4.3.2. Dial-Out

A VNOC operator will pre-test and manage the successful launch and connection of sites in the meeting, including point-to-point or multipoint calls. The VNOC operator may provide proactive monitoring and will provide reactive support to ensure that conference calls are connected on time and that the technology is transparent to Customer. In the event of launch or reconnection issues, the VNOC operator will attempt to determine the cause of the problem before escalating to either (a) Tier 2, in the event of Managed Rooms, or (b) back to the Customer, in the event of Non-Managed Rooms, in either case for further trouble shooting and resolution.

3.4.4. Help Desk Support

The VNOC help desk technical support provides support for all active conference calls during a GMX conference call session. Tier 1 support will be provided for Non-Managed Rooms and Tier 1 and Tier 2 support will be available for Managed Rooms. Should the technical issue be hardware related, the VNOC will coordinate with the appropriate hardware vendor to replace any hardware components or repair room integration. As the first line of defence and technical support, resolving endpoint or connectivity issues will be a priority.

3.4.5. System Upgrades

Neotel will pre-test new Operating System Software versions from time to time, and once certified, will coordinate with Customer to upgrade Managed Room systems and infrastructure with respect to the service. Neotel will make available feature updates but Operating System Software upgrades will be charged additionally. Neotel will share costing with Customer in this regard.

3.4.6. Service Reviews

Service management resources from Neotel will participate in any Customer planning or trouble resolution sessions relating to the Conferencing Service. Any change or variation in the VNOC Service currently provided by Neotel shall be agreed by both parties in writing.

3.4.7. Proactive Monitoring

Neotel will provide the technical infrastructure to remotely monitor the technology components of Managed Rooms, infrastructure and Non-Managed Rooms using SNMP (Simple Network Management Protocol) and any other available protocols up to the Point of Demarcation. In addition, Neotel will execute a daily system connectivity check at the start of business day (local time) for active Managed Rooms in order to validate that all Customer systems are operational (including, without limitation, verification of good quality IP connection to all codecs within the Conferencing Service solution, verification of proper function of Managed Rooms, and verification of proper function of hosted infrastructure).

3.4.8. Stewardship Reporting

Neotel will provide monthly stewardship reporting that captures key metrics as mutually agreed between the Parties and as allowed by the Neotel reporting system to enable the Customer to identify areas of success, as well as areas in need of improvement, associated with each active Managed Room, the associated network and support levels. Standard statistics provided on a monthly basis are:

- 3.4.8.1. Network & room availability and performance;
- 3.4.8.2. Network & room mean time to repair;
- 3.4.8.3. Number of conference calls supported and success rate;
- 3.4.8.4. Total hours of usage;
- 3.4.8.5. Failure root cause analysis.

4. SERVICE LEVELS FOR MANAGED ROOMS

4.1. VNOC Service

4.1.1. VNOC Inbound Call Response Time

4.1.1.1. Neotel's VNOC Service shall target the following performance standards:

- 4.1.1.1.1.** Inbound call response time: ninety percent (90%) of all calls to the VNOC answered within sixty (60) seconds. This applies to all Customers using the VNOC service.
- 4.1.1.1.2.** Inbound call response time for Customers with a dedicated number: ninety percent (90%) of all calls to the VNOC service answered within sixty (60) seconds. This applies only to Customer calls dialling in to a dedicated number. The use of this dedicated number is optional and Customer charges must be specified in the Order Form.

4.1.1.2. VNOC Inbound Call Response Time Credits: In a given calendar month, if Customer chooses the dedicated number option and Neotel's VNOC Service fails to deliver the performance standards specified in clause 4.1.1.1.2, the Customer will be entitled to claim a Service Credit equal to R4000 for the month in question or the MRC, if lower than R4000.

4.1.2. Advanced Room Reservation

4.1.2.1. Advanced room reservation confirmation shall be received by the Customer within two (2) Working Hours of the reservation request for all reservations made one (1) or more Business Day in advance.

4.1.2.2. Advanced Room Reservation Credits: Each time Neotel's VNOC Service fails to deliver the performance standards specified in clause 4.1.2.1, it will constitute a "VNOC Failure". Reservations for Customer Sites that are not registered on the VNOC Portal in accordance with clause 3.3.6.1 are not included in this calculation and confirmation for those Customer Sites is done on a reasonable efforts basis. Customer will be able to claim Service Credits for VNOC Failures per given calendar month according to Table 1:

VNOC Failures	
Total of VNOC Failures in calendar month	Service Credit
0 – 5	No Service Credit
6 – 10	2.5% of VC MRC for the Managed Room in question

> 10	5% of VC MRC for the Managed Room in question
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Table 1

4.1.3. VNOC conferencing Portal and VNOC availability

4.1.3.1. The VNOC and portal will be available 24 x 7 x 365 except during Planned Maintenance.

4.1.3.2. Commitments and Credits

4.1.3.2.1. Portal and VNOC availability target shall be calculated as follows:

(Number of minutes in a month – (minutes VNOC is down + minutes portal is down)) / total number minutes in relevant month.

4.1.3.2.2. If Neotel fails to meet the VNOC availability target of one hundred percent (100%), the Customer shall be entitled to request Service Credits for each Managed Room in the Customer's managed intranet in the following amounts:

(VC MRC x number of Non-Compliant conference calls for all Managed Rooms) / total number of conference calls in calendar month for all Managed Rooms.

VNOC and Portal Availability Service Credit	
Availability SLA	Service Credit per Managed Room
< 100%	1% of VC MRC for the Managed Room in question
< 99%	3% of VC MRC for the Managed Room in question
< 98%	5% of VC MRC for the Managed Room in question

Table 2

4.2. Conferencing Service

Conferencing Service commitments apply to both Managed Rooms and Non-Managed Rooms. For Non-Managed Rooms, the commitments will apply only up to the Point of Demarcation, as stated in the COF.

4.2.1. Conferencing Service Success

4.2.1.1. The conference call session will be deemed to be successful when:

4.2.1.1.1. For Dial-Out calls, the conference call is launched within five (5) minutes of the scheduled start time and runs to the scheduled completion time or is ended early by the Customer without any Managed Rooms or Non-Managed Rooms involved in the conference call being Non-Compliant, or

4.2.1.1.2. For Dial-In calls, the appropriate bridging resources are operational and pin codes valid, and

4.2.1.1.3. conditions causing a conference call to be Non-Compliant are logged by the Customer with the VNOC through the VNOC trouble ticking system, and

4.2.1.1.4. any such interruption in service quality during the conference call as logged is responded to within one (1) minute, in the case of a Dedicated Producer Call, or five (5) minutes for a standard monitored call.

4.2.1.2. A conference call shall be deemed to be Non-Compliant if it meets any of the conditions set out in Table 3:

Condition	Non-Compliant (NC)
Start Time (Dial-Out)	Conference call starts more than 5 minutes after scheduled start time.
Participation	Any of the scheduled Video Conferencing Managed Rooms are not able to participate for reasons attributable solely to Neotel.
Equipment functionality	Screen or projector defective or non-functional in any of the Video Conferencing Managed Rooms (light bulbs excluded).
Performance	Latency/jitter/packet loss causes a decrease in the motion handling of the conference call. Due to the subjectiveness of this condition, the VNOC must be contacted and the system log files examined to determine that the manufacturer's recommendations for normal operation of that specific codec were not met. Internet connected calls are not included in this condition.

Table 3

4.2.1.3. Commitments and Credits on Managed Rooms

4.2.1.3.1. The Conference Service overall success target shall be calculated as follows:

(Number of successful conference calls as determined in accordance with clause 4.2.1.1 – number of Non-Compliant conference calls) / total number of conference calls in relevant month.

4.2.1.3.2. For the purposes of this calculation, conference calls that are cancelled or rescheduled with twenty four (24) hours or more advance notice due to an inoperable Managed Room shall be excluded. The inoperable Managed Room shall be deemed to be out of service, or under "Planned Maintenance".

4.2.1.3.3. If Neotel fails to meet the Conference Service success target of one hundred percent (100%), the Customer shall be entitled to request Service Credits for each Managed Room in the Customer's managed intranet in the following amounts:

Conference Success Service Credit	
Success Rate SLA	Service Credit
< 100%	5% of VC MRC for the Managed Room in question
< 99%	10% of VC MRC for the Managed Room in question
< 98%	15% of VC MRC for the Managed Room in question

Table 4

4.2.1.4. Production Assistance

4.2.1.4.1. Certain functions in a conference call may need to be performed by the VNOC on an ad-hoc basis at the request of the Customer. Neotel shall use commercially reasonable efforts to provide such assistance within five (5) minutes after a conference producer has been contacted.

4.2.1.4.2. In addition, certain functions in a conference call may need to be performed by the VNOC on a scripted basis at the request of the Customer. This will require a dedicated producer and assistance will be provided within two (2) minutes after conference producer is contacted on a commercially reasonable efforts basis.

4.2.2. Site Availability Target

4.2.2.1. Neotel shall ensure that each Managed Room shall be available for a Scheduled Conference for ninety nine percent (99%) of each measurement period. Service availability for each Managed Room shall be calculated as:

$$\frac{\text{(Service Downtime for the Managed Room in question/ total time in month)}}{x 100}$$

4.2.2.2. The Service Downtime calculation will take into account the Neotel Network, Neotel provided infrastructure and local site equipment. Customer must open a trouble ticket to report conference calls that do not take place.

4.2.2.3. Commitments and Credits

4.2.2.3.1. Should any Managed Room fail to meet the availability target of ninety nine percent (99%) in a given month, the Customer shall be entitled to Service Credits amount calculated as follows:

$$\frac{\text{(VC MRC x total Service Downtime for that Managed Room in days)}}{\text{\# of days in the relevant month}}$$

4.2.2.3.2. For the purposes of this calculation, Service Downtime shall exclude the period from when an RMA request is logged with the VNOC to the time when the Managed Room is restored to full functionality.

4.2.2.3.3. If availability fails to meet the stipulated target % for the Managed Room in question, the Customer shall be entitled to request Service Credits in the following amounts:

Site Availability Credit	
Site Availability SLA	Service Credit
< 99%	5% of VC MRC for the Managed Room in question
< 98%	10% of VC MRC for the Managed Room in question
< 97%	15% of VC MRC for the Managed Room in question

Table 5

4.3. Fault Reporting & Change Management

4.3.1. Fault Reporting:

4.3.1.1. The Customer shall raise an outage trouble ticket with Neotel in the event of any Service Outage detected at the Customer Site.

4.3.1.2. The logging of queries and/or complaints shall be directed to the VNOC using any of the following:

TELEPHONE NO.	E-MAIL
0800390006	<u>VNOCSERVICE@VNOC.COM</u>

- 4.3.1.3. Should a call logged in accordance with clause 4.3.1.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to service.management@neotel.co.za, which is managed during Business Hours.
- 4.3.1.4. In addition, the Customer shall be entitled to approach an assigned Neotel account manager if the feedback or progress on the outage resolution is not satisfactory.
- 4.3.1.5. Neotel will use all commercially reasonable endeavours to raise trouble tickets on behalf of the Customer in the event of any Service Outage identified or reported at Customer's Site.
- 4.3.1.6. Neotel will use commercially reasonable endeavours to provide a root cause analysis report regarding the cause of the Service Outage and the preventive measures put in place in an effort to mitigate a reoccurrence. Neotel will use commercially reasonable endeavours to perform the following and will provide the reports (as applicable) detailed in Table 6 .

Fault Management & Reporting	Target Response Times
Fault Notification	Within 30 minutes of identification of Service Outage
Assignment of Customer Fault Reporting Trouble Ticket	Within 2 hours of the occurrence of Fault
Severity 1 status update	Updates are given once per hour, depending on status. No updates given while RMA in transit
Severity 2 status update	Updates given twice per day
Severity 3 status update	Updates given once per day, if necessary.
Root Cause Analysis Report (Severity 1 or 2)	Within 10 Business Days of restoration of the Service Outage depending on its nature. Cases where the Root Cause Analysis Report is pending due to third party access providers are excluded from the measurement.

Table 6

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

4.3.2. Fault Management:

- 4.3.2.1. Restoration of Customer Site for Severity 1 and 2 issues according to the guidelines outlined in Table 7

Fault Management Target	
Severity 1 Restore	Severity 1 incidents (room or infrastructure down) restored within 24 hours. ¹

Severity 2 Restore	Severity 2 incidents (room or infrastructure impaired) restored within 48 hours. ¹
Diagnostic Visit	On-site visit by technical support representative for diagnosis and repair of simple issues within 12 hours or raising trouble ticket. ²

Table 7

Note ¹ For the purposes of this calculation, Service Downtime shall exclude the period from when an RMA request is logged with the Customer's contracted maintenance provider to the time when the Managed Room is restored to full functionality.

Note ² Diagnostic visits apply only when this option is included in the COF.

4.3.2.2. Commitments and Credits

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

$$\text{Percentage Late Response Time} = \frac{\text{Actual Response Time Committed response time}}{\text{committed response time}}$$

If Neotel fails to meet its committed Fault Management target of 100% as per Table 7 , Neotel shall provide Service Credits for each Managed Room out of compliance in the following amounts:

Fault Management Service Credit	
Cumulative Percentage Late Response Time	Service Credit
0% - 100%	5% of VC MRC for the Managed Room in question
100% - 300%	10% of VC MRC for the Managed Room in question
> 300%	15% of VC MRC for the Managed Room in question

Table 8

4.3.3. Change Management:

Neotel will use reasonable endeavors to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. Customer must raise a change management request stating the reason for change, type of change (Critical/Normal as defined by Customer) and the impact on its Customer Site(s). The change request will follow the normal change management process as communicated from Neotel to Customer and the below commitments are applicable excluding any impact analysis.

Critical Change Management	
Critical Change	< 8 Working Hours
Normal Change	next Business Day

Table 9

5. CUSTOMER RETAINED RESPONSIBILITIES

- 5.1. The Customer shall:
- 5.1.1. exclusively use the VNOC Service scheduling process for all conference calls utilizing the Conferencing Service. Any double-booked rooms or use of room outside of the VNOC Service scheduling process will not be supported by the Service Level targets defined herein;
 - 5.1.2. not oversubscribe Network circuits as this may lead to performance degradation of the Service. Oversubscription occurs when the total number of simultaneous calls exceeds the available circuit bandwidth. Degradation due to oversubscription is not supported by the relevant Service Level targets;
 - 5.1.3. provide Neotel or its contractors with all information, cooperation and access reasonably requested from time to time (including, without limitation, information regarding rooms, authorized personnel for scheduling, contact information for escalation in facilities, and access to each Customer Site) as is necessary or appropriate to perform the Conferencing Service;
 - 5.1.4. take, and ensure that relevant third parties take, all reasonable steps to ensure the security and safety of both the Video Conferencing Equipment and Neotel employees, agents and contractors accessing the Customer Site;
 - 5.1.5. notify Neotel immediately of any damage, fault, theft or loss of the Video Conferencing Equipment;
 - 5.1.6. in the case of Video Conferencing Equipment owned by Neotel, not allow a third party or its employees to alter, tamper with or attempt to repair the Video Conferencing Equipment;
 - 5.1.7. comply, and ensure the Neotel's ownership of the Video Conferencing Equipment is protected, if applicable; and
 - 5.1.8. not connect, and ensure that third parties do not connect, the Video Conferencing Equipment to any other equipment or service except as expressly authorized by Neotel.
- 5.2. The Customer acknowledges that the Customer is only licensed to use the Operating System Software on the Video Conferencing Equipment for the Contract Term set out in the COF and shall not:
- 5.2.1. copy, in whole or in part, the Operating System Software or associated documentation;
 - 5.2.2. modify the Operating System Software, reverse compile or reverse assemble all or any portion of the Operating System Software; or
 - 5.2.3. rent, lease, distribute, sell or create derivative works of the Operating System Software.

6. NON-MANAGED ROOM ON-BOARDING

All Non-Managed Rooms that will use Conferencing Services must obtain an on-boarding certification. Neotel will provide all necessary administrative forms for the Customer to provide the required room information. Neotel will provide an assessment and test calls to each Non-Managed Room and then provide written confirmation of acceptance. The Customer agrees to maintain certified rooms to Neotel published configuration guidelines. The cost for Non-Managed Room on-boarding is defined in the Order Form.

7. PRIVACY AND RECORDING OF CONFERENCE CALLS

Customer acknowledges that the law requires that, in the event that a conference call is to be recorded, all participants of the conference call must be informed of that prior to commencement of the relevant conference call. The Customer acknowledges and agrees that is shall be solely the responsible for this announcement in the event that it is recording the conference call and indemnifies Neotel and all its directors, employees, successors, and assigns against any losses (including attorney's fees and reasonable costs of investigation) arising from or in connection with any demand, claim or action, whether directly or indirectly relating to or in connection with the failure to make such announcement.

8. EXCHANGE RATE FLUCTUATIONS

- 8.1.** For Charges for any element of the Service that is based on a foreign currency, the exchange rate to be used to determine a variation shall be the South African Rand / US Dollar exchange rate set out in the relevant COF. In the event that the COF does not stipulate the exchange rate, then the exchange rate as downloaded by Neotel from Reuters on the morning of the date of signature by the Customer of the COF relevant COF shall be used.
- 8.2.** Neotel shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 8.1 above is compared against the exchange rate as downloaded by Neotel from Reuters on the morning of the relevant invoice generation date, is greater than 5% (5 percent).

9. EXCLUSIONS

- 9.1.** The Customer shall not be entitled to:
- 9.1.1.** receive any Service Credits pursuant to the inability of Neotel to gain access to the Customer Site, or
 - 9.1.2.** exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
 - 9.1.2.1.** Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the local loop(s);
 - 9.1.2.2.** 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 Neotel;
 - 9.1.2.3.** Anything attributable to circuits comprising a part of the Service that are provided by a third party, including local loops and local access facilities, provided that Neotel shall pass through to the Customer any Service Credits that it receives from the third party;
 - 9.1.2.4.** Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 9.2.** Service Downtime shall not include any unavailability resulting from:
- 9.2.1.** scheduled downtime for Planned Maintenance;
 - 9.2.2.** interruptions or delays resulting from any third party services;
 - 9.2.3.** any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
 - 9.2.4.** 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 Neotel, acting reasonably;
 - 9.2.5.** the Customer's applications, equipment, or facilities;
 - 9.2.6.** interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
 - 9.2.7.** 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;
 - 9.2.8.** suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule; or
 - 9.2.9.** force majeure.
- 9.3.** Neotel shall not have any liability under any provision of this Service Schedule with respect to any performance problem, claim of infringement or other matter to the extent attributable to:
- 9.3.1.** any unauthorized or improper use or modification of the Conferencing Service;
 - 9.3.2.** any unauthorized combination of the Conferencing Service with other equipment or services;

- 9.3.3. any use of any version of the Conferencing Service other than the latest release of the Conferencing Service;
- 9.3.4. any breach of the Agreement or this Service Schedule by Customer; or
- 9.3.5. Video Conferencing Equipment being used in violation of this Service Schedule or any instructions furnished by Neotel from time to time. Neotel's sole obligation, and the Customer's sole and exclusive remedy, in the event that the Video Conferencing Equipment Service fails to meet the service support level shall be to use reasonable commercial efforts to correct such failure.

10. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 10.1. To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.
- 10.2. For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Neotel. If the Customer does not initiate a trouble ticket with Neotel, Neotel shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive Service Credits for the non-compliance.
- 10.3. The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties' internal records and Neotel's trouble ticket.
- 10.4. In no event shall the total amount of all Credits issued to the Customer per month exceed twenty five percent (25%) of the VC MRC invoiced to the Customer for the affected Service and/or for the Managed Room in question, as the case may be, for that month.
- 10.5. Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than VC MRC.
- 10.6. Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If Neotel approves the claim, Neotel shall notify the Customer of the value of Service Credits to which the Customer will be entitled.
- 10.7. Any Service Credits calculated on the basis of a month shall be calculated with regard to a month being deemed to begin at 12:00am S.A. Time on the first day of a calendar month, and ending at 11:59pm S.A. Time on the last day of the applicable calendar month.
- 10.8. Neotel's failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and Neotel's sole liability for any such failure or corresponding degradation, interruption or loss of Service.

11. SERVICE PROVISIONING

- 11.1. The Customer shall be responsible for making available, at no cost to Neotel, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document for each Customer Site, for the Contract Term of the applicable COF, for the purposes of housing Neotel'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 shall ensure that the Customer Sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by Neotel to fulfil its obligations in terms hereof.
- 11.4. Within seventy two (72) hours of completing the installation for the applicable Service, Neotel will 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 Neotel regarding the Service.
- 11.5. The Customer shall 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, then the Customer shall notify Neotel 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 Neotel 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 by the Customer within two (2) Business Days following receipt of the SHF.

12. CUSTOMER REQUESTED CHANGES AND SCHEDULED MAINTENANCE

- 12.1. Neotel 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 Neotel 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.

- 12.2. 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, Neotel cannot be held responsible for any damages or losses which may occur during such implementation time.
- 12.3. 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.
- 12.4. 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.
- 12.5. Neotel 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 Neotel Network and the Customer agrees that Neotel can view the content to identify Service related issues.

13. CONTENT REGULATORY COMPLIANCE

- 13.1. 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 Neotel prior to the commissioning of the Service.
- 13.2. 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 Neotel from any costs, damages and/or penalties caused due to any non-compliance with this provision.

13.3. The Customer authorizes Neotel to monitor the Service at Neotel's Network Operating Centre facilities

14. 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.