



Neotel (Pty) Ltd
401 Old Pretoria Main Road
Halfway House, Midrand 1685
South Africa

T +27 11 585 0000

www.neotel.co.za

NEOFAX SERVICE SCHEDULE

Liquid Telecom Offices

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

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

1. DEFINITIONS

Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Master Services Agreement for the purposes of this Schedule 1, the following expressions shall have the meanings given to them hereunder:

- 1.1. **"API"** means Application Program Interface
- 1.2. **"CSRS"** means Customer Site Requirements Specification. This is a document that specified the requirements at a site for Neotel to deliver the requested service.
- 1.3. **"Customer"** refers to any legal entity whom have procured the product.
- 1.4. **"FCL"** means Facsimile Command Language
- 1.5. **"GB"** means Gigabytes and is a unit of storage size on computer hardware.
- 1.6. **"IDC"** means Internet Data Centre.
- 1.7. **"Incident"** means a disruption in service.
- 1.8. **"IP"** means Internet Protocol.
- 1.9. **"IMACD"** means Installations, Moves, Additions, Changes and Deletions requests made after the initial implementation of the solution.
- 1.10. **"ISDN"** means Integrated Services Digital Network and 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.
- 1.11. **"Last Mile"** means any telecommunications technology that carries signals from the broad telecommunication backbone along the relatively short distance (hence, the "last mile") to and from the home or business.
- 1.12. **"Mbps"** means Megabits per second.
- 1.13. **"MFP"** means multi-functional printer.
- 1.14. **"MRC"** means monthly recurring cost.
- 1.15. **"MPLS"** means Multi-protocol Label Switching.
- 1.16. **"NeoFAX"** is the Product offered by Neotel to the Customer.
- 1.17. **"Neotel Representative"** means the person nominated in writing by Neotel from time to time during the term of this Agreement.
- 1.18. **"NOC"** means Network Operator Centre.
- 1.19. **"NRC"** means non-recurring charge
- 1.20. **"QoS"** means Quality of Service.
- 1.21. **"Scheduled Downtime"** means Service downtime that occurs during the Scheduled Maintenance Window.
- 1.22. **"Scheduled Installation Date"** means the date on which Neotel is scheduled to complete installation of the Service.
- 1.23. **"Scheduled Occupation Date"** the date on which Neotel is scheduled to take occupation of a site in order to install the Service.
- 1.24. **"Scheduled Maintenance Window"** means the period between 00h00 and 06h00 on Sunday mornings or any other period arranged with the Customer at least forty eight (48) hours before Scheduled Downtime commences.
- 1.25. **"Service Downtime"** means that period of time for which the Service was unavailable to the Customer excluding scheduled downtime "SLA" means Service Level Agreement
- 1.26. **"Service Credits"** means service credits due to the Customer for unscheduled Service Downtime.
- 1.27. **"Service Period"** means it is calculated 60 minutes x 24 hours per day x number of days in current month.
- 1.28. **"Severity Level 1"** means the severity level of a Fault which critically affects the use of NeoFAX Services by one or more users to the extent that the Customer may not operate the service without any alternate arrangement. NeoFAX Services shall be deemed unavailable if

a Fault of Service Level 1 is reported or identified by the Customer to the Neotel SOC. This fault excludes the connectivity to the Customer.

- 1.29. **“Severity Level 2”** means the severity level of Fault which causes NeoFAX Services to be degraded to the extent where access to the NeoFAX Service is significantly delayed. These are issues that affect the Customer in specific functional areas including, but not limited to issues relating to call drops or call recording. Service shall be deemed degraded if a Fault of Severity Level 2 is reported or identified by Customer to the Supplier. Service Levels do not apply and Service Credits are not payable for Severity Level 2 Faults.
- 1.30. **“Severity Level 3”** means the severity level of a Fault which does not cause major impact on the use of NeoFAX Services and shall include arbitrary request. A Fault of Severity Level 3 shall not be deemed to have rendered the NeoFAX Services unavailable or degraded. Service Levels do not apply and Service Credits are not payable for Severity Level 3 Faults.
- 1.31. **“SOC”** means Service Operator Centre.
- 1.32. **“Update”** means any subsequent release of the Licensed Software that is generally made available at no additional charge (other than shipping) to those who have contracted to receive maintenance support from Neotel. Updates shall not include any releases or future products which Neotel shall provide separately.
- 1.33. **“VPN”** means Virtual Private Network.
- 1.34. **“WAN”** means Wide Area Network and refers to the dedicated connectivity between the Customer’s site and the Neotel data centre.
- 1.35. **“XML”** means Extensible Markup Language.

2. APPLICABILITY

This Service Schedule is applicable only to Customer Order Forms for Neotel’s NeoFAX Services which have been submitted by the Customer and accepted by Neotel in accordance with the General terms and conditions of this Agreement.

3. PRODUCT DESCRIPTION

- 3.1 The Product that shall be offered includes the following components:
 - 3.1.1 **Desktop faxing:** The Customer administrators may simply create desktop users on the NeoFAX platform with the easy-to-use web interface. Each user may then send and receive.
 - 3.1.2 **Production Out:** Any backend system may be integrated into NeoFAX using standards-based protocols such as FCL, XML and email. neoFAX also provides standard API’s that may be used in Java, C++ and Visual Basic.
 - 3.1.3 **Forms In:** *Forms In* is a NeoFAX capability that shall reduce the overhead on your resource to capture any form into your backend systems.
 - 3.1.4 **Archiving:** NeoFAX has a built-in archiving capability which allows the tracking of individual faxes in terms of sender, recipient, time sent, actual fax file sent and other descriptive items. NeoFAX daily, weekly, monthly and annual backs up faxes. The Customer may request all their faxes on a searchable CD and/or DVD.

4. CUSTOMER HARDWARE AND SOFTWARE

Customer represents to Neotel that it has the legal right and authority to use and support any Customer Software or Hardware, and such use or support shall not cause a breach of any third party agreement or violate any third party intellectual property right, applicable law or regulation.

5. CUSTOMER PREMISE EQUIPMENT

- 5.1 Depending on the access mechanism, Neotel may provide equipment to be installed at the Customer's site.
- 5.2 All equipment that is purchased or rented shall carry the standard warranty as provided by the equipment vendor.

6. CUSTOMER NETWORK REQUIREMENTS

- 6.1 The NeoFAX solution requires that all faxes are transported over the MPLS VPN to the Neotel Data Centres. The faxes are then sent to their destination from this central point. The Customer is charged for a fax based on the number and the destination number.
- 6.2 Desktop faxes are sent via the email server and shall receive the QoS as defined for email.
- 6.3 Production out and Forms In traffic communicate directly with the NeoFAX platform. This shall allow the Customer to re-classify fax traffic as per Customer's requirements.
- 6.4 The network solution for NeoFAX shall be provided using Neotel's VPN service. Minimum bandwidth to be provisioned is 2Mbps. This connectivity is scalable.

7. TRAINING

- 7.1 Neotel shall provide training related to the NeoFAX product that the Customer requires.
- 7.2 Initial training is part of the installation.
- 7.3 Subsequent requests for training shall be charged for separately.
- 7.4 The Customer shall log the request for training at least 72 hours before the training is required.
- 7.5 Training material is provided as part of the service.
- 7.6 Customised training material may be provided upon request and is beyond the cost of the maintenance contract.
- 7.7 The training may be provided at the Customer's site or at a Neotel site.
- 7.8 If the training is at the Customer's site then the Customer shall be responsible for providing all connectivity, furniture, PCs and accessories that are needed for the training.

8. DISASTER RECOVERY

- 8.1 NeoFAX is designed to be highly available.
- 8.2 Each component is replicated and contained within a virtual machine.
- 8.3 The virtualised infrastructure means that any component that fails shall be easily moved to any virtual machine and start functioning within minutes. This ensures minimal impact of downtime.

9. CUSTOMER AND SUPPLIER RESPONSIBILITIES

- 9.1 The Customer shall be responsible for/to :
 - 9.1.1 Making available, at no cost to Neotel, accommodation, power, mast space, ducting and other facilities as 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 Neotel's transmission equipment required for the provision of the Services to the Customer if necessary.
 - 9.1.2 Obtaining all approvals and consents necessary for installation and use of the product.

- 9.1.3 Within seventy two (72) hours of completing the installation for the applicable product, Neotel shall provide a Service Handover Form containing Service ID, date, call centre location, and start bill date to the Customer.
 - 9.1.4 Conducting acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
 - 9.1.5 Should Customer detect a fault on the Service during its acceptance tests, then the Customer shall notify Neotel of such fault, in writing and await a revised Service Handover Form before re-commencing such tests.
 - 9.1.6 If the Customer has not contacted Neotel within two (2) Business Days of receiving the Service Handover Form, then the Service shall be deemed to be accepted by Customer and the date of the Service Handover Form shall be considered the Service Commencement Date.
 - 9.1.7 The billing cycle for each Service shall be from the Service Commencement Date of that Service.
 - 9.1.8 Provide a suitable environment for the installation and operation of any onsite equipment.
 - 9.1.9 Provide access to equipment for Neotel should Neotel be the provider of such equipment.
 - 9.1.10 Provide and manage the domain name for the Customer service.
 - 9.1.11 Log all Customer requests with Neotel.
 - 9.1.12 Pay Neotel for the product within 30 days of invoice
- 9.2. Neotel shall be responsible for:
- 9.2.1 Functioning and operationalising of the NeoFAX platform.
 - 9.2.2 Performing fist-line support to the Customer.
 - 9.2.3 Providing product related communication to the Customer.
 - 9.2.4 Performing change management requests.
 - 9.2.5 Resolution of any requests logged with the Neotel SOC.
 - 9.2.6 Provide training material and any technical documentation as required.
 - 9.2.7 Provide the number range for the Customer.
 - 9.2.8 Provide reporting of the product to the Customer.
 - 9.2.9 Provide itemized billing to the Customer, where required.
 - 9.2.10 Archiving of faxes and offsite storage
- 9.3. Neotel shall not be responsible for any faults with the following components:
- 9.1.1 Local Area Network, if not managed by Neotel.
 - 9.1.2 Personal Computers, if not managed by Neotel.
 - 9.1.3 Internet connectivity, if not managed by Neotel.
 - 9.1.4 Any components that are not rented from Neotel.
 - 9.1.5 Any components that are not provided by Neotel.

10. TERMINATION

- 10.1 In the event that the Customer terminates the NeoFAX service with Neotel, the Customer shall:
- 10.1.1 discontinue use of the product;
 - 10.1.2 return the documentation and all archival or other copies thereof to Neotel;
 - 10.1.3 return any hardware that is supplied by Neotel and not purchased by the Customer;

- 10.1.4 have a duly authorised Customer representative certify in writing that all such copies have been returned or destroyed, as the case may be, and that all use thereof has been discontinued and
- 10.1.5 be liable for termination clauses as per this agreement.

11. REQUEST AND ORDERING PROCEDURE

- 11.1 Any other request for quotation for Services by the Customer shall be directed in writing to the Neotel Representative and shall contain at least the following information:
 - 11.1.1 the names and telephone numbers of the Customer contact persons for each site;
 - 11.1.2 the number and type of Services required;
 - 11.1.3 for each Service, the Service Levels required;
 - 11.1.4 where an upgrade or downgrade for an existing Service is required, the current Service Identity number.
- 11.2 Each request for quotation shall state the name and contact details of the Customer person dealing with such request, shall be signed by a duly authorised signatory of the Customer and shall reflect the date on which it is submitted to Neotel and shall be delivered in writing to the Neotel Representative.
- 11.3. Upon receipt of the Customer's request for quotation, the Neotel Representative shall provide a written quotation to the Customer together with the necessary Customer Order Form/s.
- 11.4 Should the Customer wish to accept the quotation, the Customer shall submit a completed and duly signed Customer Order Form to the Neotel Representative.

12. SERVICE DOWNTIME

A Service shall be considered unavailable in the event of any unscheduled Service Downtime due to transmission or equipment failure. Unavailability of the Customer service and shall be calculated on a monthly basis.

- 12.1 Service Downtime shall not include any unavailability resulting from;
 - 12.1.1 Scheduled Downtime for maintenance of Neotel's NeoFAX platform or Data Centre;
 - 12.1.2 interruptions or delays resulting from any third party services;
 - 12.1.3 failure of any Customer provided premises network equipment;
 - 12.1.4 supplies, power or equipment provided by the Customer or their suppliers, which is required in the provision of the Services;
 - 12.1.5 any incident that affects the availability during any period when the Customer elects not to allow Scheduled Maintenance on the Service at the request of Neotel, acting reasonably;
 - 12.1.6 the Customer's applications, equipment, or facilities;
 - 12.1.7 interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
 - 12.1.8 acts or omissions of the Customer (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
 - 12.1.9 suspensions due to non-payment of any amount payable by the Customer to Neotel under this Agreement; or
 - 12.1.10 reasons of Force Majeure.

13. SERVICE DOWNTIME REMEDY

- 13.1 For each Service, a timer is implemented that accumulates the total Service Downtime recorded for the specific Service over a period of a month.
- 13.2 Service Credits for Service Downtime shall be passed quarterly and shall be based on the total Service Downtime experienced during the month, per Service for the previous quarter. These Service Credits shall be issued to the Customers against the first invoice of the following quarter. These timers shall be reset at the beginning of each month.
- 13.3 The Service Credit for multiple target objective failures resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.

14. SERVICE LEVELS

- 14.1 There are two operational Service Level options for Neofax, Economy and Business. These cater for increased redundancy, higher reliability and availability of the service.

Service Levels Type	Parameters	Network Redundancy		Building Entry	
	Availability	Local	Core	Single	Dual
Economy	99.0%	No	Yes	Yes	No
Business	99.5%	Yes	Yes	No	Yes

- 14.2 Currently there are no SLAs where the last mile is provided by a third party not contracted to Neotel.

15. SERVICE CREDITS

- 15.1 Neotel shall issue Service Credits, calculated in accordance with clause 15.3 below.
- 15.2 The Customer is eligible for Service Credits with the following exceptions:
 - 15.2.1. Where the Customer is indebted to Neotel for amounts that remain due and unpaid.
- 15.3 Service Credit calculation:
 - 15.3.1 $\text{Service Availability \%} = (\text{Service Period} - \text{Service Downtime}) / (\text{Service Period})$.
 - 15.3.2 Service Credit with an Economy Service Level

Service Availability – fibre	Service Credit (Percentage of MRC)
99.0%	0%
< 99.0% - 98.0%	5%
< 98.0% - 97.0%	10%

< 97.0% - 96.0%	15%
< 96.0% - 95.0%	20%
< 95.0%	25%

15.3.3. Service Credit with a Business Service Level – fibre

Service Availability	Service Credit (Percentage of MRC)
99.5%	0%
< 99.5% - 98.5%	5%
< 98.5% - 97.5%	10%
< 97.5% - 96.5%	15%
< 96.5% - 95.5%	20%
< 95.5 %	25%

16. SCHEDULED MAINTENANCE SCOPE

- 16.1 Downtime which falls outside the Scheduled Maintenance Window shall be arranged with the Customer at least forty eight (48) hours before the Scheduled Downtime commences.
- 16.2 Maintenance on the Service or its components unavoidably leads to down time. This Scheduled Downtime shall be arranged with the Customer in such a way that it shall cause minimum disruption to the Customer.