

NEOUNIFY SERVICE SCHEDULE

1. APPLICABILITY

This Service Schedule is applicable to the COF for the purchase of NeoUnify Services, which has been signed by the Customer and Neotel.

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. "**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;

2.2.2. "**Core Hosted Services**" refers to the physical infrastructure, hardware and software as deployed within the Neotel Network for the purpose of delivering the NeoUnify Service;

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

2.2.4. "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service, where the NeoUnify End Points are physically installed and Services are utilised, as set out in the COF;

2.2.5. "**End Point/s**" means communication device namely desktop computers, laptops, tablets, mobile phones (Utilising the NeoUnify soft phone, or browser application) if applicable, deskphones, conference phones, reception stations utilised by the customer to communicate via the NeoUnify service;

2.2.6. "**End User**" is defined as the end-user of the Customer who is using the NeoUnify Service;

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

2.2.8. "**LAN**" means 'Local Area Network' which is the network to which the IP phones shall be connected;

2.2.9. "**Local Loop**" means the 'last mile' access link that connects the Customer Site to the nearest Neotel core PoP or distribution PoP;

2.2.10. "**Planned Maintenance**" means any preventative, routine or scheduled maintenance which is performed with regard to the NeoUnify Service, the Network, the off-net 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;

2.2.11. "**PoP**" means Point of Presence specifically relating to the Neotel Network;

2.2.12. "**Service Credits**" means service credits due to the Customer for unscheduled Service Downtime in accordance with clause 4;

2.2.13. "**Service Downtime**" means that period of time for which the Service was unavailable to the Customer;

2.2.14. **“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 End Point and or Service resulting in an inability to route traffic to one or more Customer Sites via the Network, which results in Service Downtime; and

2.2.15. **“SOC”** means the Neotel Service Operations Centre.

3. SERVICE DESCRIPTION

3.1. NeoUnify is a cloud-based telephony Service that manages all incoming and outgoing Calls at the applicable Customer Site, as well as the integration of the value-added services listed in clause 3.3.3.2.

3.2. This Service is offered on a per End-User basis in conjunction with other Neotel Services including, at a minimum, a Neotel last mile and NeoVoice. Separate service schedules shall apply to the relevant Services.

3.3. The NeoUnify Services provided under this Service Schedule consist of the following, to the extent selected in the applicable COF:

3.3.1. Professional Services

3.3.1.1. In the course of deploying NeoUnify Services, Neotel may perform services, if required by the Customer, to ensure interoperability between the services offered by Neotel and the Customer’s existing systems and or platforms.

3.3.1.2. The Professional Services provided by Neotel may include but are not limited to

3.3.1.2.1. Configuration and installation of Customer End Points;

3.3.1.2.2. Software development and integration.

3.3.1.3. Professional Services will be quoted for as part of Neotel’s presales process and performed if ordered by the Customer in the applicable COF.

3.3.1.4. Neotel or its nominated subcontractor will install and or configure Customer End Points prior to the Service Commencement Date thereof.

3.3.2. Equipment Services

3.3.2.1. Equipment Services refer to the supply and use of Neotel End Points and other NeoUnify related peripherals (on a lease or purchase basis, as selected by the Customer) for the transmission and receipt of voice and data across the Customer network.

3.3.2.2. Outright purchase or lease option – The Customer shall elect whether to purchase or to lease the End Point/s over a period ranging from twelve (12), twenty four (24) and thirty six (36) months, as stipulated in the COF.

3.3.3. License Services

3.3.3.1. NeoUnify is offered to the Customer on a per End User-license basis, where each license is matched to a specific End Point.

3.3.3.2. The Customer may elect to purchase any of the following predefined NeoUnify Service licenses, as stipulated in the relevant COF. Where specifically indicated, additional features are available to the Customer as value-added features to complement the Customer’s requirements:

- 3.3.3.2.1. Basic License - a predefined license which is inclusive of dial tone and basic Call features, namely hold, mute and transfer. Voicemail feature is a value added feature on this license;
 - 3.3.3.2.2. Enhanced Licence - a predefined license which is inclusive of dial tone and advanced Call features, namely conferencing, presence, mobile client, soft client, as well as hold, mute and transfer;
 - 3.3.3.2.3. Reception Basic License - a predefined license which is inclusive of dial tone and basic Call features, namely hold, mute and transfer, hunt group and Call control. Voicemail feature is a value added feature on this license; and
 - 3.3.3.2.4. Reception Enhanced License - a predefined license which is inclusive of dial tone and advanced features, namely hold, mute, transfer, conferencing, presence, mobile client, soft client, hunt group and Call control.
- 3.3.4. Provision of a 24-hour single point of contact via the Neotel enterprise service desk.

3.3.5. Remote and On-site support

Neotel may provide the necessary technical support in either of the following ways, at the discretion of Neotel:

3.3.5.1. On-Site support

Neotel may travel to the Customer Site where the End Point is located to determine and resolve the problem.

3.3.5.2. Remote support

A Neotel technical representative may access the End Point and resolve the problem through a management link connected to the End Point using an internet connection.

4. SERVICE LEVELS

- 4.1. The Service Levels and associated Service Credits that may become due are as outlined below.
- 4.2. If Service availability fails to meet the stipulated target percentage for the Service in question in a given calendar month, the Customer shall be entitled to request Service Credits calculated per definition of Service Failure which is described as follows:
- 4.2.1. **Service Failure Type 1** - Failure of Core Hosted Services that results in an inability to make or receive Calls at a Customer Site but expressly EXCLUDING failures relating to the following:
 - 4.2.1.1. Connectivity-related outages, be they Neotel or 3rd party related connectivity outages;
 - 4.2.1.2. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided End Points; and
 - 4.2.1.3. Power failure at the Customer Site.
 - 4.2.2. The following Service Credits shall apply and shall be linked to the Customer End-User licence and/or Customer Site affect by such an outage:

SERVICE AVAILABILITY	SERVICE CREDIT (%MRC OF THE AFFECTED END-USER LICENCE/S)
> 100%	No credit
> 99.994% but < 100%	5% of MRC
>99.992% but < 99.994%	10% of MRC
>99.985% but < 99.992%	15% of MRC
> 99.982% but < 99.985%	20% of MRC
< 99.982%	25% of MRC

4.2.3. **Service Failure Type 2** – Failure of ad hoc End Points supplied or supported by Neotel which shall mean the confirmed failure of user End Points or the inability of End Points to make calls but expressly EXCLUDING failures relating to the following:

- 4.2.3.1. End Points not supported by Neotel or not certified for NeoUnify as compatible with the Service;
- 4.2.3.2. Neotel or Customer 3rd Party connectivity;
- 4.2.3.3. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, desktop computer;
- 4.2.3.4. Power failure at Client or Customer site;
- 4.2.3.5. The following SLA's and Penalties shall apply:

SERVICE AVAILABILITY, BASED ON NUMBER OF END POINTS IMPACTED	SERVICE CREDIT (% MRC OF THE AFFECTED END-USER LICENCE/S)
< 10%	No credit
11% - 20%	5% of MRC
21% - 50%	15% of MRC
51% - 80%	20% of MRC
80% - 100%	25% of MRC

4.3. In those instances where Neotel 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 tables above. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

4.4. In the event of both a Service Failure Type 1 & 2, the sum of the Service Credits due to the Customer will not exceed the 25% of MRC of the affected End-User licence/s.

5. SECURITY

- 5.1. The Customer undertakes to;
 - 5.1.1. protect against unauthorized access or use of the NeoUnify and the related voice service; and
 - 5.1.2. protect the NeoUnify Services against any and all anticipated threats or hazards to the security or integrity of the Service.
- 5.2. Fraud mitigation guidelines are available to customers on request to assist customers with suggestions on how to manage the security of their service.

5.3. Neotel shall not be liable for any fraudulent or unauthorised activities and/or voice or data traffic or that may occur as a result of third parties gaining access to the Customer Sites or premises, End Points and/or any other Customer equipment or device/s and/or voice platform connected to the NeoUnify Service. The Customer shall accordingly not be entitled to any form of reimbursement, reduction in Charges or credit arising from such fraudulent activity and shall remain liable for all Charges incurred in accordance with the relevant COF/s.

6. EXCLUSIONS

6.1. The Customer shall not be entitled to exercise any right of termination and/or request for Service Credits for anything which is caused or is associated with, in whole or in part, the exclusions set out below:

6.1.1. The Network, as this will be covered in the relevant and associated service schedules.

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

6.1.3. 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;

6.1.4. 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 Level Credits that it receives from the third party;

6.1.5. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.

6.2. Service Downtime shall not include any unavailability resulting from:

6.2.1. Scheduled downtime for Planned Maintenance;

6.2.2. Interruptions or delays resulting from any third party services;

6.2.3. Any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;

6.2.4. 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;

6.2.5. The Customer's applications, equipment, or facilities;

6.2.6. Interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;

6.2.7. 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;

6.2.8. Suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule; or

6.2.9. Force majeure.

7. FAULT REPORTING

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

7.2. 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@neotel.co.za

- 7.3. Should a call logged in accordance with clause 7.2 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.
- 7.4. 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.
- 7.5. Neotel 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. Neotel 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
Root Cause Analysis Report	On Request < Ten(10) business days
Regular problem status update	

- 7.6. 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.

8. RETURNS POLICY & WARRANTY

- 8.1. Neotel warrants that Customer Devices purchased by the Customer from Neotel 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 Customer Devices shall be limited to the scope of such manufacturer’s warranties.
- 8.2. 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.
- 8.3. Neotel's sole obligation under the warranty in clause 8.1 above shall be, at Neotel's option and expense, and unless limited further by the warranty terms and conditions of the relevant hardware/software manufacturer, to repair the defective product or part, or to deliver to the Customer an equivalent product or part to replace the defective product or part, or if neither of the two foregoing options is reasonably available, Neotel may, in its sole discretion, refund to the Customer the purchase price paid for the defective product. The following terms shall apply:
- 8.3.1. All products that are replaced will become the property of Neotel;
- 8.3.2. Replacement products or parts may be new or reconditioned; and

- 8.3.3. Neotel warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer; and
- 8.3.4. Responsibility for loss or damage does not transfer to Neotel until the returned item is received by Neotel.
- 8.4. Neotel will not be liable under the warranty in 8.1 above if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:
 - 8.4.1. Failure to follow Neotel's installation, operation, or maintenance instructions;
 - 8.4.2. Unauthorized product modification or alteration;
 - 8.4.3. Unauthorized use of common carrier communication services accessed through the product;
 - 8.4.4. Abuse, misuse, negligent acts or omissions of the Customer or persons under the Customer's control; or
 - 8.4.5. Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.
- 8.5. Neotel may at its own discretion choose to invoice the Customer for time and material resulting from investigation into devices which are deemed to be without fault.
- 8.6. The warranties in 8.1 above and remedies thereto are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. Neotel neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance or use of its products.
- 8.7. When returning Customer Devices for warranty or non-warranty reasons, the Customer is required to complete the steps listed below.
 - 8.7.1. 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.
 - 8.7.2. Step 2: Customer Devices returned for warranty and repair purposes must be sent to Neotel. 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.

9. SERVICE PROVISIONING

- 9.1. The Customer shall be responsible for its own LAN environment, ensuring that the infrastructure and configuration thereof is conducive to the operation the NeoUnify Service at all times.
- 9.2. 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 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.
- 9.3. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Services.
- 9.4. 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 Neotel for purposes of swap out and changes.

- 9.5. Within seventy two (72) hours of completing the installation for the applicable Service, Neotel will provide a Service Handover Form containing Service ID, date, A end positions, B end, and start bill date to the Customer.
- 9.6. 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.
- 9.7. 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.
- 9.8. If the Customer has not contacted Neotel 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.
- 9.9. The billing cycle for each Service will be from the Service Commencement Date of that Service.

10. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

- 10.1. 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 of 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-grade/down-gradation.
Class C	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit, and does not require new equipment or new circuit installation.

- 10.2. 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.
- 10.3. 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.

- 10.4. 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.
- 10.5. 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.

11. CONTENT REGULATORY COMPLIANCE

- 11.1. 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.
- 11.2. 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.
- 11.3. The Customer authorizes Neotel to monitor the Service at Neotel's Network Operating Centre facilities.

12. NEOUNIFY POLICY

- 12.1. Neotel shall not be held responsibility for connectivity quality if the connectivity is provided by a service provider other than Neotel.
- 12.2. 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.
- 12.3. The Customer is solely responsible for the content of any posting, data or transmissions using Neotel Services.

13. SERVICE TERMINATIONS – EARLY TERMINATION COSTS

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for all NeoUnify Services which are Terminating Services 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.