

NEOVOICE SERVICES SERVICE SCHEDULE

1. APPLICABILITY

This Service Schedule is applicable only to the COF for the purchase of NeoVoice and its associated value added Services, to the extent applicable, 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 master services agreement in place between the Parties or the terms of the Neotel standard master services agreement, as the case may be ("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 "**Caller**" is defined as the client of the Customer who is making the Call;
- 2.2.3 "**Closed User Group**" or "**CUG**" means a group of sites which are all connected to the Network and have each contracted for NeoVoice Services that may make and receive Calls from within the CUG at a preferential call rate, depending on the Closed User Group package subscribed for;
- 2.2.4 "**Corporate-on-Net**" means any Customer Sites of the Customer which are all connected to the Network and which have each contracted for NeoVoice Services that are selected by the Customer to be part of a Closed User Group;
- 2.2.5 "**Corporate-On-Net B2B**" means any sites which are connected to the Network and which have each contracted for NeoVoice Services, but which are not required to be a Customer Site, that are selected by the Customer to be part of a Closed User Group;
- 2.2.6 "**CSRS**" means 'Customer Site Requirements Specification' which is a document that specifies the requirements at a Customer Site to enable Neotel to deliver the Service;
- 2.2.7 "**Customer Premises Equipment**" or "**CPE**" means the Customer Device provided and managed by Neotel, located at the Customer Site, used in conjunction with the Network in order to receive the Service;
- 2.2.8 "**Customer Site**" means the site owned or leased by the Customer, which is directly connected to a PoP managed by Neotel;
- 2.2.9 "**DDI**" means 'Direct Dialling Inwards';
- 2.2.10 "**DID**" means 'Direct Inward Dialling';
- 2.2.11 "**IP**" means 'Internet Protocol';
- 2.2.12 "**ISDN**" means 'Integrated Services Digital Network' which is a set of communications standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network;
- 2.2.13 "**Local Loop**" means the 'last mile' access link that connects the Customer Site to the nearest Neotel PoP;
- 2.2.14 "**Mean Time to Respond**" or "**MTTR**" means the total time taken to respond to a fault for a particular event;

- 2.2.15 "**Planned Maintenance**" means any preventative, routine or scheduled maintenance which is performed with regard to the Video Connect 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 Service;
- 2.2.16 "**PoP**" in the context of this Service Schedule, means Point of Presence specifically relating to the Neotel Network;
- 2.2.17 "**PRI**" is the 'Primary Rate Interface' which is a standardized telecommunications service level within the Integrated Services Digital Network (ISDN) specification for carrying multiple DS0 voice and data transmissions between a network and applicable users;
- 2.2.18 "**Service Credits**" means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 9;
- 2.2.19 "**Service Downtime**" means the amount of time the Service was unavailable;
- 2.2.20 "**Service Outage**" means an instance when the Customer is unable to route traffic to one or more Sites via the Network, which results in Service Downtime;
- 2.2.21 "**Service Period**" is calculated as 60 minutes x 24 hours per day x number of days in current month; and
- 2.2.22 "**SIP**" is defined as an IETF-defined signalling protocol, widely used for controlling multimedia communication sessions such as voice and video Calls over IP. The protocol shall be used for creating, modifying and terminating two-party (unicast) or multiparty (multicast) sessions consisting of one or several media streams. The modification shall involve changing addresses or ports, inviting more participants, and adding or deleting media streams. Other feasible application examples include video conferencing, streaming multimedia distribution, instant messaging, presence information, file transfer and online games.

3. SERVICE DESCRIPTION

- 3.1 For purposes of this Service Schedule, the term "Services" consists of the following, to the extent selected in the relevant COF:
- 3.1.1 Multi-Line Voice
 - 3.1.2 Multi-Line Voice Lite;
 - 3.1.3 Single-Line Voice;
 - 3.1.4 International Toll Free Service;
 - 3.1.5 Local Number Service; and
 - 3.1.6 Closed User Groups.
- 3.2 **Multi-Line Voice ("MLV")**
- 3.2.1 The Service delivers a trunk based, voice service for the origination and termination of local, national, mobile and international Calls. The Customer will be charged the MRC set out in the COF plus the cost of each Call.
 - 3.2.2 The Multi-Line Voice Service is split into two distinct products:
 - 3.2.2.1 PRI – A 30 voice channel service based on the SDH Network deployed by Neotel. These links shall be connected to the Customer's telephony system via a G.703 interface. This shall provide the ability to make and receive voice Calls to/from any other phone within or outside South Africa.

3.2.2.2 SIP Trunk – A SIP trunk connects an IP based telephony system to the Network at a trunking level and does not permit the connectivity of single telephone handset devices. This Service shall be provisioned to a minimum link size of 2Mbps. It is possible to configure this Service in conjunction with the IP-VPN service. The base level SIP trunk will be configured with 30 active channels, allowing the Customer to expand their channel count as the need arises. Additional channels shall be added in blocks of 10, up to a maximum of 60 channels, per 2Mbps SIP trunk. Any such changes shall be made in accordance with the change management process referred to in clause 10.

3.3 Multi-Line Voice Lite (“MLV-Lite”)

3.3.1 The Service delivers a trunk based, voice service for the origination and termination of local, national, mobile and international Calls. The Customer will be charged the MRC set out in the COF plus the cost of each Call.

3.3.2 The Multi-Line Voice Lite Service is split into two distinct products:

3.3.2.1 PRI – A 10 -20 channel voice service based on the SDH Network deployed by Neotel. These links shall be connected to the Customer’s telephony system via a G.703 interface. This will provide the ability to make and receive voice Calls to/from any other phone within or outside SA.

3.3.2.2 SIP Trunk – A SIP trunk connects an IP based telephony system to the Network at a trunking level and does not permit the connectivity of single telephone handset devices. This Service shall be provisioned to a minimum link size of 48Kbps X 5 channels (240kbps). It is possible to configure this Service in conjunction with the IP-VPN service. The base level SIP Trunk shall be configured with 5 active channels, allowing the Customer to expand their channel count up to 20. Any such changes shall be made in accordance with the change management process referred to in clause 10.

3.3.3 The following table outlines the number of voice channels available per Multi-Line Voice Service:

Channels	Multiline Voice Lite	
	PRI	SIP
5		✓
10	✓	✓
20	✓	✓

3.4 Single-Line Voice (“SLV”)

3.4.1 Using SIP trunks, Single-line Voice is defined as the CPE and associated network configurations that engages singular SIP sessions between the Neotel session border control and the Customer CPE for the purpose of setting up a voice Service. The Customer will be charged the MRC set out in the COF plus the cost of each Call.

3.4.2 The Single-Line Voice Service is a single SIP session that permits the connectivity of single telephone handset devices. This Service shall be provisioned to a minimum link size of a 48Kbps per channel. The base level SIP session shall be configured with 1 active channel. Any such changes shall be made in accordance with the change management process referred to in clause 10.

3.4.3 The Single-Line Voice Service requires at least one of the following CPE devices:

3.4.3.1 PC software client (Softphone) or IP Phone;

- 3.4.3.2 ATA (Analogue telephony adaptor);
 - 3.4.3.3 ONT (Optical network terminal); or
 - 3.4.3.4 PBX (Private branch exchange)
referred to as “phones” or “SIP phones”.
- 3.4.4 The Single Line Voice Service requires one of the following Neotel last mile access mediums, as selected in the relevant COF:
 - 3.4.4.1 NeoBroadband Fibre;
 - 3.4.4.2 NeoBroadband LTE; or
 - 3.4.4.3 NeoSAT.
- 3.5 **International Toll Free Service (“ITFS”)**
 - 3.5.1 The International Toll Free Service allows clients of the Customer to receive toll-free Calls from payphones, landlines or mobile phones from over 100 countries worldwide.
 - 3.5.2 The Caller is not charged for making the Call.
 - 3.5.3 The Caller does not pay anything unless required by his/her payphone or mobile provider (airtime charge). The Customer will be billed for the cost of the Call.
 - 3.5.4 The ITFS numbers are provided individually by the foreign carrier, who remains the owner of the numbers at all times.
 - 3.5.5 Toll-free number format is different from one country to another so a number cannot cover many countries, with the exception of Canada, United States, Puerto Rico and U.S. Virgin Islands. One number, if requested, can cover these four countries
- 3.6 **Local Number Service (“LNS”)**
 - 3.6.1 LNS gives the Customer the ability to offer their clients local numbers (also called DID, DDI or geographical numbers).
 - 3.6.2 It is a flexible and cost-effective solution for conferencing, calling card companies, call centres and any other businesses that require local phone numbers in several calling areas.
 - 3.6.3 Overseas callers simply dial a local number and the Call is directed to clients of the Customer via TDM or VoIP interconnection.
- 3.7 **CLI and Number Presentation**

In relation to the ITFS and LNS Service, Neotel undertakes not to amend or manipulate the ‘A’ number as presented to it by the Customer in respect of any voice Calls crossing a trunk on Neotel’s Network.
- 3.8 **Closed User Groups (“CUG”)**

As a value added service, the Customer is able to realize the benefit of additional cost savings through the addition of Closed User Groups.

 - 3.8.1 Corporate-On-Net:
 - 3.8.1.1 Corporate-On-Net Closed User Group is aimed at organizations with multiple branches.

- 3.8.1.2 In order to enable the Customer to utilise Corporate-On-Net Service, each Customer Site that the Customer requires to be included in the CUG must be connected to the Network.
- 3.8.1.3 Corporate-On-Net is configured on a per extension basis within each Customer Site selected to be part of the CUG.
- 3.8.1.4 A nominal MRC per extension is charged for each extension which is included in the Corporate-On-Net Closed User Group.
- 3.8.1.5 For this MRC, each extension added to the Closed User Group may enjoy the benefit of free calls to other extensions within the Corporate-On-Net Closed User Group.
- 3.8.2 Corporate-On-Net B2B:
 - 3.8.2.1 Corporate-On-Net B2B Closed User Group also works on the premise that each site to be included in the CUG is connected to the Network and that the Service be billed per extension included in the CUG.
 - 3.8.2.2 A nominal MRC per extension gets the Customer a traffic bundle which can be used to call the extensions within their CUG.
 - 3.8.2.3 Once the traffic bundle is depleted, a reduced out of bundle rate will apply.
 - 3.8.2.4 The following packages are available in the B-2-B portfolio:
 - 3.8.2.4.1 Corporate-On-Net B2B Light – 1000 minutes are include in the traffic bundle;
 - 3.8.2.4.2 Corporate On-Net B2B Basic – 1700 minutes are include in the traffic bundle; and
 - 3.8.2.4.3 Corporate On-Net B2B Advanced – 3000 minutes are include in the traffic bundle.
- 3.8.3 In relation to both Corporate-On-Net and Corporate-On-Net B2B, the Customer may add as many extensions as they wish to their CUG. However, the Customer may only belong to one CUG at a time.

4. SERVICE LEVELS

The committed Service Levels and the associated Service Credits are as outlined below. Neotel offers Service Levels on the following basis:

4.1 Product Variants: - The Services are divided into the following Service Levels:

Service Level	Parameters	Network Redundancy		Building Entry	
	Availability	Local	Core	Single	Dual
Economy	99.0%	No	Yes	Yes	No
Business	99.5%	Yes	Yes	No	Yes
Premium	Customer Specific Solution				

- 4.2 Service availability is measured by the Neotel Incident and Problem management system and includes the managed components of the Service which includes the Local Loop. Service availability commitments are defined within the Republic of South Africa and may include the back-up options selected by the Customer on the Local Loop.
- 4.3 Service Levels as defined in this Schedule are applicable between Neotel PoPs and the overall target depends on Local Loop and the associated Service Level targets at each end.

- 4.4 Neotel shall calculate, on a monthly basis, the amount of time the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits that the Customer shall be entitled to.
- 4.5 Service availability shall be measured as a percentage of the availability of the Service for a Customer Site in a given month.
- 4.6 Service Credit calculation: $\text{Service Availability \%} = \frac{\text{Service Period} - \text{Service Downtime}}{\text{Service Period}}$

4.7 Service Credits

4.7.1 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%

4.7.2 Service Credit with a Business Service Level – fibre only

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%

4.7.3 Service Credit with a Premium Service Level

The Service Credits for the Premium Service Level shall be specified in the Customer specific solution documents.

4.7.4 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, upon request, as described in the table above. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

4.8 Service Level Exclusions

- 4.8.1 Currently there are no SLAs where the Local Loop is provided by a third party.
- 4.8.2 The SLA parameters and service credits do not apply to the SLV, ITFS or LNS services.

5. EXCLUSIONS

5.1 Neotel shall not be liable for any fraudulent or unauthorised activities and/or voice or data traffic that may occur as a result of third parties gaining access to the Customer’s Neotel account, Customer’s network connection, Customer Sites or premises, Customer’s PBX and/or any other Customer equipment or device/s and/or voice platform. 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.

- 5.2 The Customer shall not be entitled to exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below, to the extent that they are applicable:
- 5.2.1 construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
 - 5.2.2 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;
 - 5.2.3 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 Level Credits that it receives from the third party; or
 - 5.2.4 anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 5.3 Service Downtime shall not include any unavailability resulting from:
- 5.3.1 inability of Neotel to access the Customer Site for reasons beyond the reasonable control of Neotel;
 - 5.3.2 scheduled downtime for Planned Maintenance;
 - 5.3.3 interruptions or delays resulting from any third party services;
 - 5.3.4 any applications, supplies, power; equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
 - 5.3.5 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;
 - 5.3.6 interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
 - 5.3.7 acts or omissions of the Customer (including the provision of inaccurate information, knowingly or unknowingly), its suppliers, contractors or end-user of the Service or Customer-caused outages or disruptions;
 - 5.3.8 suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule; or
 - 5.3.9 force majeure.

6. EXCHANGE RATE FLUCTUATIONS

- 6.1 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.
- 6.2 Neotel shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 6.1 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).

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. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 8.1 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.
- 8.2 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.
- 8.3 The Service Credit for multiple failures by Neotel to achieve the service objectives 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.
- 8.4 In no event shall the total amount of all Credits issued to the Customer per month exceed twenty five percent (25%) of the MRC invoiced to the Customer for the affected Site for that month.
- 8.5 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 MRC.

- 8.6 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 actual number of Service Credits to which the Customer will be entitled.
- 8.7 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 SA Time on the first day of a calendar month, and ending at 11:59AM SA Time on the last day of the calendar month.
- 8.8 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.

9. SERVICE PROVISIONING

- 9.1 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.
- 9.2 The Customer shall be responsible for obtaining all third party approvals and consents necessary for installation and use of the Services.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Neotel of such fault in writing.
- 9.7 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.
- 9.8 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.

10. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

- 10.1 The Customer may request changes / modifications to their Service by submitting a request in writing to Neotel.
- 10.2 The Customer accepts that any such changes to the Service may result in a change to the Charges contained in the relevant COF.
- 10.3 Neotel shall use reasonable endeavours to perform any agreed change as per agreed specifications as per the below specified target timelines.

10.4 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 the Customer. 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 CPE Installation. • New link installation or shifting of circuit to new Site. • Hardware upgrade in existing CPE. • Link addition or termination to existing Site.
Class B	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit, and does not require new CPE 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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. SERVICE TERMINATIONS - EARLY TERMINATION COSTS

11.1 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.

In the event that a NeoVoice Service in question is not subject to an MRC, the greater of the minimum monthly usage commitment set out in the COF or R3000 will be regarded as the MRC value for the purposes of calculating the value of the early termination fee.