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# OMNI CLOUD SERVICE SCHEDULE

## **Liquid Telecom Offices**

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

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

## 1. **Applicability**

This Service Schedule ("**Schedule**") is applicable to the COF for OMNI Cloud Services, which has been signed by the Customer and the Service Provider.

## 2. **Definitions**

- 2.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Agreement or the COF.
- 2.2. Any definitions defined in the Schedule but not utilised herein shall be applicable to terms referred to in the COF.
- 2.3. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:
  - 2.3.1. "**Agreement**" means the master services agreement signed by the Service Provider and the Customer in respect of the OMNI Cloud Services, and in the absence of such signed Agreement, then the master services agreement referred to in the COF;
  - 2.3.2. "**Business Day**" means a day (other than a Saturday, Sunday or proclaimed public holiday officially recognised as such in the Republic of South Africa) on which commercial banks are generally open for business in the Republic of South Africa;
  - 2.3.3. "**Business Hours**" means the time between 8:00am and 5:00pm;
  - 2.3.4. "**COF**" means the confirmation order form that shall be signed or has been signed by the Customer;
  - 2.3.5. "**CSRS**" means the Customer Site Requirement Specification document that specifies the requirements at a Customer Site, which allows the Service Provider to render the OMNI Cloud Services;
  - 2.3.6. "**Call**" means a communication session, with a start and end time, carrying any sounds, signals, signs or images sent and received by a system, a network, a series of electronic communications facilities, radio, optical, other electromagnetic apparatus or any similar technical system used for the purpose of electronic communications;
  - 2.3.7. "**Contract Term**" means the contract term as set out in the COF;
  - 2.3.8. "**Core Hosted Services**" refers to the physical infrastructure, hardware and software as deployed within the Liquid Telecom Network for the purpose of delivering the OMNI Cloud Service;
  - 2.3.9. "**Customer**" shall have the meaning ascribed thereto in the COF;
  - 2.3.10. "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the OMNI Cloud Service in accordance with the COF;
  - 2.3.11. "**End Point/s**" means a communication device namely, desktop computers, laptops, tablets, mobile phones (utilising the OMNI Cloud Service soft phone, or browser application), and where applicable shall include desk phones, conference phones, reception stations used by the Customer to communicate through the OMNI Cloud Service;

- 2.3.12. “**End User**” means the end-user of the Customer who is using the OMNI Cloud Service;
- 2.3.13. “**Ethernet Switch**” means a switch utilised in a network to connect devices with the use of ethernet cables
- 2.3.14. “**Equipment Services**” shall have the meaning ascribed thereto in clause 5;
- 2.3.15. “**IP**” means the ‘Internet Protocol’, being the method or protocol by which data is sent from one computer to another over the Internet;
- 2.3.16. “**Internet**” means a global system of computer networks that interconnect to provide information and
- 2.3.17. “**LAN**” means the ‘Local Area Network’, which is the network to which the IP phones shall be connected;
- 2.3.18. “**Local Loop**” means the ‘last mile’ access link that connects the Customer Site to the nearest Service Provider’s POP;
- 2.3.19. “**OMNI Cloud Service**” means the OMNI Cloud service set out in this Schedule;
- 2.3.20. “**POP**” means the Point of Presence in relation to the Liquid Telecom Network;
- 2.3.21. “**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed with regard to the OMNI Cloud Service, the Liquid Telecom 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 OMI Cloud Service;
- 2.3.22. “**Professional Services**” shall mean the additional services referred to in clause 4;
- 2.3.23. “**SHF**” means the service handover form issued by the Service
- 2.3.24. “**SIP**” means the Session Initiation Protocol;
- 2.3.25. “**SLA**” means the service level agreement entered between the Customer and the Service Provider governing the Services to be provided by the Service Provider
- 2.3.26. “**Service Credits**” means service credits due to the Customer for unscheduled Service Downtime in accordance with clause 6.2;
- 2.3.27. “**Service Downtime**” means that period of time for which the OMNI Cloud Service was unavailable to the Customer; and
- 2.3.28. “**Service Outage**” means an instance when all or part of the OMNI Cloud Service is unavailable to the Customer as a result of a failure of the End Point or the OMNI Cloud Service is unable to route traffic to one or more Customer Sites via the Network, which then results in Service Downtime;
- 2.3.29. “**Service Provider**” means the Liquid Telecommunications South Africa Proprietary Limited (registration no: 2004/004619/07) and/or any of its affiliates; and
- 2.3.30. “**Value-Added Services**” shall have the meaning ascribed thereto in clause 5.2.3.

### 3. **Service Description**

- 3.1. The OMNI Cloud Service is a cloud-based telephony and collaboration service that manages all incoming and outgoing Calls at the Customer Site.

- 3.2. In addition to the above, the OMNI Cloud Service includes the integration of the Value-Added Services listed in clause 5.2.3.
- 3.3. The OMNI Cloud Service is offered on a per End User basis in conjunction with other services including but not limited to, a Service Provider's Last Mile and a SIP voice service.
- 3.4. Any additional services that the Customer requires the Service Provider to provide, will require that the Customer to sign and complete a separate COF and service schedule, in respect of the different services.
- 3.5. The OMNI Cloud Service consists of the following, but shall be limited to the items selected in the COF by the Customer:

#### 4. **Professional Services**

- 4.1. Professional Services refer to the use of the Service Provider's technicians or sub-contractors to configure end points at the Customer Site.
- 4.2. The Professional Services will need to be specifically ordered by the Customer in respect of the OMNI Cloud Service.
- 4.3. The Professional Services provided by the Service Provider may include, but are not limited to:
  - 4.3.1. configuration and installation of Customer End Points;
  - 4.3.2. configuration of the Service Provider's supplied Power over Ethernet Switch;
  - 4.3.3. LAN cabling and reticulation if selected by the Customer; and
  - 4.3.4. LAN cabling excludes any LAN readiness not quoted for, customer cage including but not limited to supply of customer cage, brush panels, patches.
- 4.4. Where Professional Services have been purchased by the Customer, single post-installation training session for up to 15 (fifteen) users is included.
- 4.5. If a Customer requests training for additional users (2 (two) hours), this shall be considered an additional service charge and shall be a service charge over and above the standard installation fee set out in the COF.
- 4.6. The scope of training is defined by the Service Provider. Any training that is not included in this Schedule will be paid for in full before any such training is conducted.
- 4.7. Professional Services will be quoted for as part of the Service Provider's presales process and performed if ordered by the Customer in the COF.
- 4.8. The Service Provider or its nominated sub-contractor will install and or configure Customer End Points prior to the date provided for in the SHF ("Service Commencement Date") thereof.
- 4.9. Installation of the OMNI Cloud Service and related End Points will be reliant on the completion by the Customer and receipt by the Service Provider of the pre-installation form. Delay in completion of this form by the Customer may impact installation time lines.
- 4.10. Where service interruption in respect of the OMNI Cloud Service has been detected, then at the discretion of the Service Provider, the Service Provider shall determine whether the detected interruption was as a result of the Customer's negligence, actions or activity, whether deliberate or otherwise.
- 4.11. Subject to clause 4.10, the Customer acknowledges and accepts that all efforts to restore the OMNI Cloud Service will be at the cost of the Customer. The Customer accepts and agrees

to be indebted to pay for all invoices relating to correction and restoration of the OMNI Cloud service.

## 5. **Equipment Services**

- 5.1.1. Equipment Services refers to the supply and use of the Service Provider's End Points and other OMNI Cloud Service 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.
- 5.1.2. The Customer shall elect whether to purchase or to lease the End Points over a period ranging from 12 (twelve), 24 (twenty-four) or 36 (thirty-six) months, as stipulated in the COF.
- 5.1.3. Ownership of the End Points supplied as part of the Equipment Service will remain the property of the Service Provider, unless purchased and paid in full by the Customer.
- 5.1.4. Provision by the Service Provider of Customer power over Ethernet Switch as part of the OMNI Cloud Service, is not a managed service.
- 5.1.5. Any switch supplied by the Service Provider will be an unmanaged service and such supply will only be for the purpose of providing power to the telephones used in the operation of the OMNI Cloud Service. The Service Provider will to the extent required, where such a switch is required configure such a switch solely for the purpose of activating the OMNI Cloud Service.
- 5.1.6. Any configuration beyond clause 5.1.5, if undertaken by the Service Provider (in good faith), will not amount to acceptance of responsibility by the Service Provider of the Customer LAN configurations and or environment beyond delivery of the OMNI Cloud Service, and the customer accepts that such assistance in good faith will not bind the Service Provider to damages of any kind (consequential or otherwise).]]

## 5.2. **License Services**

- 5.2.1. OMNI Cloud Service is offered to the Customer on a per End User-license basis, where each license is matched to a specific End Point.
- 5.2.2. The Customer may elect to purchase any of the following predefined OMNI Cloud Service licenses, as stipulated in the COF. Where specifically indicated, additional features are available to the Customer as value-added features to complement the Customer's requirements. License Service options are noted below, and the corresponding features are illustrated in tables below:
  - OMNI Cloud PBX;
  - OMNI Cloud UC;
  - OMNI Cloud HCC; and
  - OMNI Cloud HCC Premium

Features	Back Office		Hosted Contact Centre	
	Cloud PBX	Cloud UC	Cloud HCC Basic	Cloud HCC Premium
Answer	✓	✓	✓	✓
Hold	✓	✓	✓	✓
Transfer	✓	✓	✓	✓
Disconnect	✓	✓	✓	✓
Divert	✓	✓	✓	✓
Music On Hold	✓	✓	✓	✓
Conferencing - Add any participa	✓	✓	✓	✓
Voice Mail	Optional Feature	✓	Optional Feature	✓
Reception Station		✓		✓
Desktop Client		✓		✓
Instant Messaging		✓		✓
Unified Messaging		✓		✓
Presence		✓		✓
iOS & Android mobile		✓		✓
Directory				
Recording				
Comportal		✓	✓	✓
Queueing & Reporting			✓	✓
Dashboard			✓	✓
Configurable Agent State				✓
Configurable Disposition				✓
Monitor, Whisper & Barge-In				✓

**Table 1.1 OMNI Cloud Feature Matrix**

5.2.3. OMNI Cloud Service offers a variety of Value-Added Services, which include the following:

- An Auto-Attendant – is a single-level automatic voice driven call router, that directs incoming calls to the correct recipient.
- Premium Attendant – is a multi-level automatic voice driven call router that directs incoming call to the correct recipient to or to a further level of the Premium Attendant.
- Voicemail – is an optional feature with certain licenses, as illustrated in Table 1.1 (*OMNI Cloud Feature Matrix*), that stores recorded voice messages whenever a user is unreachable. Calls will be stored until the user’s mailbox has reached capacity, at which point the user will be required to delete heard messages.
- Call Recording - is a cloud-based call recording functionality that stores a copy of all voice calls. Call Recording consists of the software necessary to tap into, monitor, record and encrypt all telephonic engagements or any type of audio line on the hosted or on-premise switch. The encrypted recordings are stored in a secured hosted or on-premise environment for end-users to access these recordings in a controlled environment.
- OMNI Cloud Rooms – is a virtual cloud-based meeting space that can host either 4 (four) participants (OMNI Cloud Room 4) or up to 100 (one hundred) participants (OMNI Cloud Room 100). Participants can join the meeting using voice by dialling into the cloud room, or via data by using a compliant End Point.
- Room connector for OMNI Cloud Room – is a value-added service that enables a compatible video conferencing End Point to participate in an OMNI

Cloud Room meeting. OMNI Cloud Rooms without a Room Connector for OMNI Cloud Room will not be able to support video conferencing participation.

5.2.4. Provision of a Business Hours single point of contact via the Liquid Telecom enterprise service desk.

### 5.3. **Remote and On-site support**

5.3.1. The Service Provider may provide the necessary technical support in either of the following ways, at the discretion of the Service Provider:

- On-Site support;
- The Service Provider may travel to the Customer Site where the End Point is located to determine and resolve the problem;
- Remote support; or
- The Service Provider's technical representative may access the End Point and resolve the problem through a management link connected to the End Point using an internet connection or the provided Last Mile Service.

5.3.2. The Customer agrees to make resources (human or otherwise) available to support any assurance and or maintenance activities. Availability of these resources may impact the customers services.

### 5.4. **Self-service and administration**

5.4.1. The Service Provider provides OMNI Cloud Services and the Customer then has access to the Service Provider's CommPortal for administration of their OMNI Cloud Service, by a nominated resource elected by the Customer. The Customer accepts that CommPortal is the primary means of administrative management of their service and where applicable shall be their first point of call.

5.4.2. Any support and administration possible within CommPortal, requested by the Customer will be handled on a first come first serve basis, at best commercially possible effort basis.

5.4.3. The Service Provider reserves the right, at its own discretion to elect to provide the Customer guidance, on conducting support via CommPortal, rather than administer the Customer OMNI Cloud Service on behalf of the customer.

## 6. **Service Levels**

6.1. The Customer can expect the following response times and durations dependant the SLA that has been selected on the COF:

6.1.1. Best effort (default SLA): Liquid Telecom will use the best commercially feasible efforts to restore the service

6.1.2. Economy: Silver SLA - 1 Year

- Helpdesk - Call Logging (8am - 5pm excl public holidays)
- Telephonic Support (8am - 5pm excl public holidays)
- Meantime to Respond - Telephonic (8 Hours)
- Meantime to Respond - On Site (Next Business Day)

- Meantime to Reinstate Service (48 Hours)
- 6.1.3. Business: Gold SLA - 1 Year
- Helpdesk - Call Logging (8am - 5pm excl public holidays)
  - Telephonic Support (8am - 5pm excl public holidays)
  - Meantime to Respond - Telephonic (6 Hours)
  - Meantime to Respond - On Site (8 Hours)
  - Meantime to Reinstate Service (Next Business day)
  - Quarterly SLA Reporting
- 6.1.4. Premium: Platinum SLA - 1 Year
- Helpdesk - Call Logging (24 x 7)
  - Telephonic Support (24 x 7)
  - Meantime to Respond - Telephonic (2 Hours)
  - Meantime to Respond - On Site (4 Hours)
  - Meantime to Reinstate Service (8 Hours)
  - Quarterly Preventative Maintenance
  - Quarterly SLA Reporting
  - Advanced Replacement Stock Holding
- 6.2. The Service Levels and associated Service Credits that may become due are as outlined below.
- 6.3. If the OMNI Cloud 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:
- 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:
- 6.3.1. Connectivity-related outages, be they the Service Provider's or a 3rd (third) party related connectivity outages;
  - 6.3.2. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided End Points; and
  - 6.3.3. Power failure at the Customer Site.
- 6.4. 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

**Service Failure Type 2** – Failure of ad hoc End Points supplied or supported by the Service Provider 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:

- 6.4.1. End Points not supported by Liquid Telecom or not certified for OMNI Cloud as compatible with the Service;
- 6.4.2. Liquid Telecom or Customer 3rd Party connectivity;
- 6.4.3. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, desktop computer;
- 6.4.4. Power failure at Client or Customer site;
- 6.4.5. The following SLA's and Penalties shall apply:

SERVICE BASED ON NUMBER OF END POINTS IMPACTED	AVAILABILITY, (%)	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

- 6.5. In those instances where the Service Provider fails to meet the committed OMNI Cloud 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.
- 6.6. 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% (twenty-five) of Monthly Recurring Charge (the “MRC”) of the affected End-User licence/s.

## 7. Undertaking by Customer

- 7.1. In addition, and without limiting the Customer’s obligations under the Agreement and Schedule, the Customer undertakes:
  - 7.1.1. implement and maintain adequate procedures, policies, controls, systems, methodologies and technology as may be necessary to prevent and protect against unauthorised access to, alteration of, loss, interference with, interception, or destruction and use of the OMNI Cloud Service and the related voice service;
  - 7.1.2. the Customer’s personnel (if any) will not use the OMNI Cloud Services or any other facilities (if any) or resources (if any) made available by or on behalf of the

Service Provider for any purpose other than to the extent strictly necessary to provide the OMNI Cloud Service; and

- 7.1.3. all the Services to be provided and obligations to be performed in terms of the Agreement and Schedule will be performed in a timely and professional manner and in accordance with good industry practice;
- 7.2. Fraud mitigation guidelines are available to customers on request to assist customers with suggestions on how to manage the security of their service.
- 7.3. The Service Provider 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 Sites or premises, End Points and/or any other Customer equipment or device/s and/or voice platform connected to the OMNI Cloud Service.
- 7.4. 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.

## 8. Exclusions

- 8.1. 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:
  - 8.1.1. where a Customer has elected for a Best Effort;
  - 8.1.2. the Network, as this will be covered in the relevant and associated service schedules;
  - 8.1.3. construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
  - 8.1.4. 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 the Service Provider;
  - 8.1.5. anything attributable to circuits comprising a part of the OMNI Cloud Service that are provided by a third party, including Local Loops and local access facilities, provided that the Service Provider shall pass through to the Customer any Service Credits that it receives from the third party; and
  - 8.1.6. anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 8.2. Service Downtime shall not include any unavailability resulting from:
  - 8.2.1. scheduled downtime for Planned Maintenance;
  - 8.2.2. interruptions or delays resulting from any third-party services;
  - 8.2.3. any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the OMNI Cloud Services;
  - 8.2.4. 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 the Service Provider, acting reasonably;
  - 8.2.5. the Customer's applications, equipment, or facilities;

- 8.2.6. interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
- 8.2.7. acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the OMNI Cloud Service or Customer-caused outages or disruptions;
- 8.2.8. suspensions due to non-payment of any amount payable by the Customer to the Service Provider under this Schedule; or
- 8.2.9. force majeure event as more fully described in the Agreement

9. **Fault Reporting**

- 9.1. The Customer shall raise an outage trouble ticket with Liquid Telecom in the event of any Service Outage detected at the Customer Site.
- 9.2. 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)	<a href="mailto:enterpriseservice@LiquidTelecom.co.za">enterpriseservice@LiquidTelecom.co.za</a>

- 9.3. Should a call logged in accordance with clause 9.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to [service.management@LiquidTelecom.co.za](mailto:service.management@LiquidTelecom.co.za), which is managed during Business Hours.
- 9.4. In addition, the Customer shall be entitled to approach an assigned the Service Provider account manager if the feedback or progress on the outage resolution is not satisfactory.
- 9.5. The Service Provider 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 to mitigate a reoccurrence thereof. The Service Provider 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 (fifteen) minutes of the notification of fault
Root Cause Analysis Report	On Request < 10 (ten) business days
Regular problem status update	

- 9.6. In the event that the Service Provider attends to a OMNI Cloud Service fault and/or Service outage (“**Fault**”) reported by the Customer, and the Service Provider subsequently establishes that the Fault was not due to any fault on the Liquid Telecom Network and/or the Service Provider’s infrastructure deployed in the delivery of the OMNI Cloud Service, the Service Provider shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at the Service Provider’s current standard rates and charges at the time of the incident.

10. **Returns Policy & Warranty**

- 10.1. The Service Provider warrants that the End Points purchased by the Customer from Liquid Telecom shall be supported in accordance with the warranty terms and conditions of the relevant hardware/software manufacturer and the liability that the Service Provider has

- regarding the Customer Devices shall be limited to the scope of such manufacturer's warranties.
- 10.2. 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.
  - 10.3. The Service Provider's sole obligation under the warranty in clause 10.1 shall be, at the Service Provider'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, the Service Provider may, in its sole discretion, refund to the Customer the purchase price paid for the defective product. The following terms shall apply:
    - 10.3.1. All products that are replaced will become the property of the Service Provider;
    - 10.3.2. Replacement products or parts may be new or reconditioned; and
    - 10.3.3. The Service Provider warrants any replaced or repaired product or part for 90 (ninety) days from shipment, or the remainder of the initial warranty period, whichever is longer; and
    - 10.3.4. Responsibility for loss or damage does not transfer to the Service Provider until the returned item is received by the Service Provider.
  - 10.4. End Points supplied as part of Liquid Telecom's equipment service cannot be returned if the contents of the packaging are incomplete or should the packing have been opened.
  - 10.5. Service Credits are passed at the Service Provider's discretion.
  - 10.6. The Service Provider will not be liable under the warranty in clause 10.1 above if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:
    - 10.6.1. failure to follow the Service Provider's installation, operation, or maintenance instructions;
    - 10.6.2. unauthorized product modification or alteration;
    - 10.6.3. unauthorized use of common carrier communication services accessed through the product;
    - 10.6.4. abuse, misuse, negligent acts or omissions of the Customer or persons under the Customer's control; or
    - 10.6.5. acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards ("**Event of Force Majeure**").
  - 10.7. The Service Provider 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.
  - 10.8. The warranties in clause 10 above, and the 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. The Service Provider 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.

- 10.9. When returning Customer Devices for warranty or non-warranty reasons, the Customer is required to complete the steps listed below.
  - 10.9.1. **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.
  - 10.9.2. **Step 2:** Customer Devices returned for warranty and repair purposes must be sent to Liquid Telecom. All Customer Devices older than one year or Customer Devices that have been damaged as a result of a surge, installation errors caused by the customer, or abuse will not be covered under the warranty policy.

## 11. Service Provisioning

- 11.1. The Customer shall be responsible for its own LAN environment, ensuring that the infrastructure and configuration thereof is always conducive to the operation the OMNI Cloud Service.
- 11.2. The Customer shall be responsible for making available, at no cost to the Service Provider 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 Agreement of the applicable COF, for the purposes of housing the Service Provider's transmission equipment required for the provision of the OMNI Cloud Services to the Customer.
- 11.3. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the OMNI Cloud Services.
- 11.4. 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 the Service Provider for purposes of swop out and changes.
- 11.5. Within 72 (seventy-two) hours of completing the installation for the applicable service, the Service Provider will provide a SHF containing Service ID, date, A end positions, B end, and start bill date to the Customer.
- 11.6. The Customer will then conduct acceptance tests on the newly provided Service for a period of 2 (two) Business Days following receipt of the SHF.
- 11.7. Should Customer detect a fault on the Service during its acceptance tests, then the Customer shall notify the Service Provider of such fault, in writing and await a revised SHF before re-commencing such tests.
- 11.8. If the Customer has not contacted the Service Provider within 2 (two) Business Days of receiving the SHF, then the OMNI Cloud Service shall be accepted by Customer and the date of the SHF shall be considered the "Service Commencement Date".
- 11.9. The billing cycle for each Service will be from the Service Commencement Date of that service.

## 12. Customer Requested Changes and Planned Maintenance

- 12.1. The Service Provider 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 the Service Provider 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"> <li>• New installation of equipment</li> <li>• New link installation of shifting of circuit to new Customer Site.</li> <li>• Hardware upgrade in existing equipment</li> <li>• Link addition or termination to existing Customer Site.</li> </ul>
Class B	<ul style="list-style-type: none"> <li>• Shifting of physical termination point of existing circuit, and does not require new equipment or new circuit installation.</li> <li>• Bandwidth soft up-grade/down-gradation.</li> </ul>
Class C	<ul style="list-style-type: none"> <li>• Shifting of physical termination point of existing circuit, and does not require new equipment or new circuit installation.</li> </ul>

- 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 OMNI Cloud Service can be unavailable for a minimum period of 2 (two) hours during the implementation of any such change requests. The time and date of the OMNI Cloud Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Schedule shall not be applicable during any such change request implementation and as such, the Service Provider 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 48 (forty-eight) hours before the Planned Maintenance commences.
- 12.4. At no time shall Planned Maintenance events which may cause a Service Outage to be performed simultaneously on 2 (two) diverse circuit paths that carry the same Customer OMNI Cloud Service.
- 12.5. The Service Provider 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 Liquid Telecom Network and the Customer agrees that the Service Provider can view the content to identify OMNI Cloud 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 the Service Provider prior to the commissioning of the OMNI Cloud Service.
- 13.2. If 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 the Service Provider from any costs, damages and/or penalties caused due to any non-compliance with this provision.
- 13.3. The Customer authorizes the Service Provider to monitor the OMNI Cloud Service at Liquid Telecom's Network Operating Centre facilities.

**14. OMNI Cloud Policy**

- 14.1. The Service Provider shall not be held responsibility for connectivity quality if the connectivity is provided by a service provider other than the Service Provider.
- 14.2. The Customer shall not have any right to title or interest in the software, hardware, documentation, or any copyrights used in provisioning of the OMNI Cloud Services.

14.3. The Customer is solely responsible for the content of any posting, data or transmissions using the Service Provider's services.

15. **Service Terminations – Early Termination Costs**

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for all OMNI Cloud Services which are Terminating Services shall be calculated as at the Termination Date and shall be equal to 100% (one hundred per cent) of the MRC for the remainder of the Contract Term thereof.

**SIGNED** by the parties and witnesses on the following dates and at the following places respectively:

**FOR THE CUSTOMER**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

**FOR THE SERVICE PROVIDER**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_