

MacroLan (Pty) Ltd

Communication Service Terms

1. Specific Terms and Conditions

- 1.1. These Service Terms are entered into subject to the MacroLan Standard Terms, which are incorporated by reference. Unless this document states otherwise, it will be subject to the Standard Terms, including the definitions and rules of interpretation contained in it.
- 1.2. The Customer hereby appoints MacroLan to perform the Services as described in the Service Order and hereby accepts the appointment.

2. Introduction

2.1. Background.

- 2.1.1. MacroLan provides “voice over IP” and related communications services.
- 2.1.2. The Customer wishes to make use of the communications services and optionally procure the necessary hardware and software necessary to do so.
- 2.1.3. Accordingly the parties agree to the terms set out in these Service Terms.

3. Definitions

Terms that are defined in the MacroLan Standard Terms will bear the same meanings in this document. For purposes of these Service Terms, the following terms will have the following meanings:

- 3.1. “Authorized User” means the Customer or a Personnel member of the Customer or a Client that is provided with a SIP account by the Customer or such Client enabling such person to access the Communication Services.
- 3.2. “Communication Services” means the Services provided via the MacroLan System as described in clause 4 and the relevant Manuals.
- 3.3. “Connectivity” means the physical and logical interconnection to the MacroLan System (including via third party data telecommunications networks) as may be specified by MacroLan to access and use the Communication Services, including the type and bandwidth of the relevant access circuit.
- 3.4. “Customer System” means any computer and / or telephony system used by the Customer or an Authorized User for the purposes of accessing and using the Communication Services, comprising all hardware, network connections, database management system Software, application Software and operating system Software, including where applicable the Connectivity and the Equipment.
- 3.5. “Error” means a failure by the Communication Services or Licensed Technology to conform in a material respect to the Manuals relevant thereto, but excludes all Excluded Defects.

- 3.6. "Equipment" means handsets, routing devices and other hardware provided by MacroLan for the purposes of making available the Communication Services to the Customer and its Clients, including the Software implemented thereon.
- 3.7. "Excluded Defect" means a defect in the Communications Services or Licensed Technology caused by any of the following:
- 3.7.1. the Connectivity or any equipment or Software not provided by MacroLan;
 - 3.7.2. accident, misuse, operator error, negligence or abuse or an operator's failure to comply with the Manuals;
 - 3.7.3. a modification, adjustment or alteration of the Equipment or MacroLan Software by persons other than MacroLan employees or a duly appointed contractor of MacroLan;
 - 3.7.4. the failure by the Customer or Client to implement promptly any upgrade or any recommendation in respect of or as solution to faults advised by MacroLan;
 - 3.7.5. any breach by the Customer of any of its obligations under this Agreement; or
 - 3.7.6. Force Majeure events, power failures, failures to provide suitable environmental conditions or insects, rodents or other infestations.
- 3.8. "Licensed Technology" means the Equipment, MacroLan Software and Manuals made available by or on behalf of MacroLan pursuant to this Agreement.
- 3.9. "Manuals" means the operating and reference manuals provided by MacroLan specifying the features, procedures, standards, rules and requirements applicable to users of the Communication Services (as may be amended by MacroLan from time to time).
- 3.10. "Service Desk" means MacroLan's helpdesk in respect of the Communication Services.
- 3.11. "Territory" means the Republic of South Africa.
- 3.12. "Third Party Software" means any Software forming part of the Licensed Technology that is proprietary to a third party.

4. Description of Service

- 4.1. Scope of Service. In return for payment of the relevant Fees and subject to the terms of the Service Order, MacroLan will make available the MacroLan System and Licensed Technology in order to transmit and receive communications data for Authorised Users. These Communication Services are further described in the Manuals.
- 4.2. Connectivity: MacroLan will provide required Connectivity to the MacroLan System from its core network and Connectivity to its voice interconnection points as required.
- 4.3. Authorisation. The Customer will permit only Authorised Users using SIP accounts provided by MacroLan to receive and submit communications data via the MacroLan System. Access to the Communications Services will be by way of suitable access controls, including by not permitting any Communications Data to be received or submitted other than by way of such SIP accounts.

- 4.4. Disclaimer of Warranty. Further to the provisions of the MacroLan Standard Terms, MacroLan disclaims any warranty that:
- 4.4.1. the Communication Services and Licensed Technology are free of Errors and any other defects; and
 - 4.4.2. the Communication Services or Licensed Technology will meet with the Customer's requirements or that it will be of satisfactory quality or fit for a particular purpose.
- 4.5. Service Levels. MacroLan will provide the Services to the minimum standard set out in its Standard Service Levels document available on the MacroLan Website, or in terms of any Service Level Agreement entered into with the Customer.

5. Fees and Payment

- 5.1. Fees. Customer must pay the Fees as specified in the Service Order.
- 5.2. Security Breach. For the avoidance of doubt, if any security breach takes place as a result of the Customer's breach of this Agreement, and in particular a failure by the Customer or an Authorised User to take security measures required in terms of these Service Terms or the Standard Terms, then the Customer will remain liable for any Fees that may result from resulting unauthorised use of the Communication Services.

6. Customer System

- 6.1. Required System. **The Customer must, at its own expense, procure, install at the relevant customer sites and maintain all components of the Customer System specified by MacroLan to be required to receive the Communication Services.**
- 6.2. Site Readiness. The Customer must ensure that a Customer System compliant with MacroLan's minimum specifications is installed and fully operational at each Customer Site prior to the planned date for commencement of the implementation of the Communication Services.

7. Testing

The Customer must test the Communication Services to ensure that they meet the Customer's requirements for the Service as set out in the Service Order.

- 7.1. If Errors are found in the Communications Services, the Customer must notify MacroLan's Service Desk of any Errors that it detects during such testing and MacroLan will provide support in respect of such Errors.
- 7.2. The Customer must immediately notify MacroLan of successful completion of testing.
- 7.3. If the Customer does not notify MacroLan of an Error or successful testing as set out in clauses 7.2 and 7.3 respectively within 5 (five) Business Days of completion of the installation by MacroLan, then the Service will be deemed to comply with MacroLan's requirements referred to above.

8. Licensing

- 8.1. Licence Terms. MacroLan grants to the Customer for the duration of these Service Terms a non-exclusive, non-transferable licence to use the Licensed Technology as provided by MacroLan solely to enable Authorised Users in the Territory to access the Communication Services.
- 8.2. Third Party Software. The Customer acknowledges that its right to use the Third Party Software is subject to the license terms of such Third Party Software.
- 8.3. Restrictions. The Customer may not itself, and must not permit any third party, whether directly or indirectly, except as expressly permitted in terms of this Agreement to:
 - 8.3.1. modify, adapt, translate, reproduce, distribute, use, rent, lease, share, sell, assign, sub-license or otherwise transfer any part of the Licensed Technology;
 - 8.3.2. remove, alter or conceal any proprietary notices or labels on the Licensed Technology; or
 - 8.3.3. reverse assemble, decompile or reverse engineer any MacroLan Software, whether in whole or in part, or otherwise attempt to derive the source code of any MacroLan Software.

9. Use of Services

- 9.1. Customer Responsibility. **The Customer accepts that it is responsible for all of the consequences of its own activities and those of Authorised Users or of any other party using the Communications Services.**
- 9.2. Customer Consents. The Customer must obtain such licenses, permissions and consents as may be required in law to enable it to comply with the terms of this Agreement and to enable Authorised Users to access and make use the Communication Services.
- 9.3. Security Measures by Customer. Further to the provisions of the MacroLan Standard Terms, the Customer must implement reasonable security measures to ensure that no unauthorised access is gained to the MacroLan System or the Customer System, including without limitation:
 - 9.3.1. not allow anyone other than Authorised Users to access or use the Licensed Technology or Communication Services;
 - 9.3.2. maintain appropriate security infrastructure such as firewalls and the like;
 - 9.3.3. implement generally accepted information security practices and procedures; and
 - 9.3.4. follow any reasonable direction or security practice published by MacroLan.
- 9.4. Telephone Numbers. During provision of the Services, MacroLan will allocate one or more telephone numbers to the Customer.
 - 9.4.1. The Customer acknowledges that telephone numbers are not property and are not capable of being the subject of ownership. As a result the Customer does not acquire any right or expectation of a right to telephone numbers allocated to it.

- 9.4.2. Telephone numbers may be transferred between the Customer and other parties as set out in the Electronic Communications Act 36 of 2005.
- 9.4.3. MacroLan may change telephone numbers allocated to the Customer for reasonable commercial reasons or in order to comply with regulation, but will give the Customer reasonable notice before doing so.
- 9.4.4. On termination of this Agreement, any telephone numbers assigned to the Customer may be removed from the Customer, and the Customer will have no recourse against MacroLan as a result of any loss sustained as a result.

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