

## SERVICE SCHEDULE 3

### HUGE CONNECT VOICE

#### 1 INTRODUCTION

- 1.1 Customer acknowledges that Huge Connect relies on third party service provider(s) to enable it to provide the Service to Customer. The contractual relationship between Huge Connect and such third party service provider bind Huge Connect to enter into terms and conditions with its Customers, substantially and materially similar to the term and conditions prescribed by the third party service provider.
- 1.2 The terms and conditions as set out herein are therefore subject to changes imposed by such third party service provider, and Huge Connect may, as a result, be required to amend the terms as set out herein.
- 1.3 In this Service Schedule any reference to a right, system or process of “Huge Connect” shall by reference also include any right, system, process of, or decision or action taken by the third party.

#### 2 DEFINITIONS

- 2.1 Any term defined in the Master Services Agreement when used in this Service Schedule shall, unless the context clearly indicates the contrary, bear the same meaning as defined in the Master Services Agreement.
- 2.2 The following words bear the meanings ascribed thereto-
  - 2.2.1 “**Authorised User**” means a director, employee, agent, consultant, contractor or other representative of Customer that is provided with a Handset by Customer enabling such person to access the Communication Services;
  - 2.2.2 “**Communication Data**” means the communications of Authorised Users that are transmitted via the Huge Connect System and the information specifically relating to such communications;
  - 2.2.3 “**Communication Services**” means the Services provided via the Huge Connect System as described in the Service Order, the Schedule and the relevant Manuals;
  - 2.2.4 “**Connectivity**” means the physical and logical interconnection to the Huge Connect System (including via third party electronic communications networks) as may be specified by Huge Connect to access and use the Communication Services, including the type and bandwidth of the relevant access circuit;
  - 2.2.5 “**Customer Premises Equipment**” means hardware which includes Handsets, Vibe Routers and Voice Gateways
  - 2.2.6 “**Customer System**” means any computer system used by Customer or an Authorised User for the purposes of accessing and using the Communication Services, comprising the hardware, network connections, database management system software, application software and operating system software, including the Connectivity and the Devices;

- 2.2.7 **“Error”** means a failure by the Communication Services or Licensed Technology to conform in all material respects to the Manuals relevant thereto, but shall exclude all Excluded Defects;
- 2.2.8 **“Fair wear and tear”**- is the expected decline in the condition of an object due to **normal** everyday use.
- 2.2.9 **“Hardware”** means the Handsets, Vibe Routers and or Voice Gateways as supplied by Huge Connect in order to deliver the Service
- 2.2.10 **“Handset”** means a telephone provided by Huge Connect to Customer pursuant to a Service Order to enable access and use of the Communications Services. Included in the definition of Customer Premises Equipment in the Master Services Agreement;
- 2.2.11 **“Huge Connect Software”** means the computer software programs that are made available to Customer by Huge Connect pursuant hereto, including as may be installed on Customer Systems and Handsets;
- 2.2.12 **“Huge Connect System”** means any equipment, Hardware, software and communications links used by Huge Connect to provide the Communication Services, but excluding all Customer Systems;
- 2.2.13 **“Licensed Technology”** means the Handsets, Huge Connect Systems, Huge Connect Software and Manuals made available by or on behalf of Huge Connect pursuant to the Service Order;
- 2.2.14 **“Manuals”** means the operating and reference manuals provided by Huge Connect specifying the procedures, standards, rules and requirements applicable to users of the Communication Services (as may be amended by Huge Connect from time to time);
- 2.2.15 **“Performance Data”** means all data relating to the performance of the Communication Services as implemented for Customer, including without limitation all test and performance data, as well as usability feedback data generated during the use of the Communication Services;
- 2.2.16 **“Professional Services”** means all services rendered by Huge Connect outside the scope of the Communication Services and Support Services, including without limitation, consultancy, installation, configuration, training, project management and support other than for Errors;
- 2.2.17 **“Services”** means any and all services to be provided by Huge Connect to Customer, pursuant to the Service Order, including Communication Services, Support Services and Professional Services;
- 2.2.18 **“Support Services”** means the support services provided by Huge Connect to Customer in respect of the Communication Services as specified in the Schedule and the relevant Manuals;
- 2.2.19 **“Third Party Software”** means any software forming part of the Licensed Technology that is proprietary to a third party;
- 2.2.20 **“User Data”** means all data regarding the Authorised Users that may be required by Huge Connect, including the details of the Handsets allocated to the Authorised Users and such other data as Huge Connect may be legally required to retain;

2.2.21 **“Vibe Router”** means the router device provided by Huge Connect that prioritises and optimises IP-voice traffic.

2.2.22 **“Voice Gateway”** means a gateway device provided by Huge Connect that facilitates the conversion of analogue telephone systems to digital.

2.2.23

### **3 SERVICE**

#### **3.1 COMMUNICATION SERVICES**

3.1.1 Huge Connect will make available the Huge Connect System and Licensed Technology in order to transmit and receive Communications Data for Authorised Users using Handsets. The Communication Services are further described in the Manuals. All Communications Data must be submitted in compliance with the requirements specified for same in the Manuals, including with respect to the format and process for submission.

3.1.2 Customer will permit only Authorised Users using Handsets provided by Huge Connect to receive and submit Communications Data via the Huge Connect System and Licensed Technology. Customer will procure that all access to the Communications Services are controlled by way of suitable access controls, including by allocating a unique telephone number to each Handset as obtained from Huge Connect and not permitting any Communications Data to be received or submitted other than by way of such Handsets.

#### **3.2 SUPPORT SERVICES**

3.2.1 In consideration for payment of the relevant Charges, Huge Connect undertakes to provide support services in respect of all Errors logged with Huge Connect. Such support will be limited to assisting with the resolution of Errors in the Licensed Technology, including by providing workarounds and coding fixes where reasonably possible. Huge Connect hereunder will only include services in respect of “Errors”. Huge Connect may, upon the request of Customer, provide support in respect of any problem that is not an “Error” in accordance with clause 3.3 below. Customer shall be liable for all costs incurred by Huge Connect in order to verify that a problem reported to it by Customer is not an Error.

3.2.2 Customer shall be responsible for the maintenance of all components of Customer Systems that are not provided by Huge Connect and for providing a suitable operating environment for such Customer Systems.

3.2.3 If a maximum support time entitlement is agreed to apply to the Licensed Technology, Huge Connect will not be obliged to provide any support in excess of such entitlement. If Huge Connect does provide such additional support, Customer shall be liable for all costs incurred by Huge Connect in respect thereof.

3.2.4 When reporting an Error, Customer in consultation with Huge Connect will reasonably allocate a Severity Level to its support requests in accordance with the table below.

Severity Level	Definition of Severity
Severity 1	The Communications Service at an Address of Request is unavailable.
Severity 2	The Communications Service at an Address of Request is available but severely degraded or a Handset fails.
Severity 3	The Communications Service at an Address of Request is available but moderately impaired or the problem can be circumvented

- 3.2.5 All problems logged by Customer must be reported to Huge Connect's Call Centre as follows:
- 3.2.5.1 Huge Connect's Customer Call Centre shall provide telephonic support during the following hours only.
- |                           |             |
|---------------------------|-------------|
| Mon—Fri:                  | 07h30—23h00 |
| Saturday:                 | 08h00—23h00 |
| Sunday & Public Holidays: | 08h00—21h00 |
- 3.2.5.2 All after hours support must be pre-arranged with Huge Connect and will be chargeable at Huge Connect's prevailing after hour rates. Problems can be logged with Huge Connect as follows:
- via email to support@HugeConnect.co.za; or
- via Telephone to 0878 200 220;
- 3.2.5.3 At the time of first reporting the problem to Huge Connect, Customer will provide Huge Connect with the complete chronological history of the problem from the moment it was first reported, as well as the steps taken and results obtained from first and second line support efforts and Customer will also ensure that the appropriate support engineer is assigned by it and remains available to assist Huge Connect in resolving the problem;
- 3.2.5.4 Huge Connect and Customer shall over the term of the Service Order jointly endeavour to draw up a FAQ list to assist Customer to render support in respect of the Licensed Technology.
- 3.2.6 Customer will give Huge Connect and its authorised representatives controlled remote and direct network access to Customer Systems to resolve problems.
- 3.2.7 The Parties will endeavour to attend to all problems by way of remote support.
- 3.2.8 Customer will provide a list of at least three responsible persons and contact numbers that Huge Connect may contact in the sequence as set out in the list to escalate any

Error logged to Huge Connect in respect of which Customer is required to provide assistance to Huge Connect.

- 3.2.9 Depending on the severity level of the reported problem, Huge Connect will commercially reasonable endeavour to respond to Customer in respect of all problems reported and to provide a workaround or solution for Errors within the following time frames:

Severity Level of Problem	Response Time	Resolution Time
Severity 1	2 Support Hours	6 Support Hours
Severity 2	4 Support Hours	12 Support Hours
Severity 3	8 Support Hours	N/A

- 3.2.10 Huge Connect, and/or its third party service providers or suppliers, may from time to time release upgrades, updates or error corrections for the Licensed Technology (“Upgrades”). Customer will enable Huge Connect to install such Upgrades on Customer Systems remotely from Huge Connect’s premises by procuring that Huge Connect is provided with the required controlled remote and direct network access in this regard. Customer will install all Upgrades that cannot be installed by Huge Connect as soon as reasonably possible, but in any event by the date specified for implementation by Huge Connect in the release, or failing such specification, within 1 (one) month of the date of being notified in writing of the release. If an Upgrade is not implemented within the specified period, and provided that Huge Connect has given Customer at least 30 (thirty) days written notice of its intention to do so, then, until such time as the relevant Upgrade is installed, Huge Connect shall be entitled to suspend its provision of Support Services to Customer in respect of the relevant Licensed Technology.

### 3.3 PROFESSIONAL SERVICES

- 3.3.1 Customer may request, and Huge Connect may provide, certain Professional Services to Customer during the term of the Service Order at such fees, charges and conditions as may be agreed and recorded in writing in a Service Order.

## 4 DELIVERY AND IMPLEMENTATION

- 4.1 In return for payment of the relevant Charges, Huge Connect will deliver to Customer and install such Customer Premises Equipment and Huge Connect Software as may be required to make available the Communication Services at the agreed Address of Requests. Customer will provide Huge Connect with such assistance as may be required by Huge Connect in this regard, including by providing access to the relevant Address of Requests and Customer Systems, and making available such Personnel and Customer Material as may be required by Huge Connect for such purpose.
- 4.2 Customer shall, at its own expense, procure, install at the relevant Address of Requests and maintain all components of Customer Systems specified by Huge Connect to be required to receive the Communication Services (other than the Customer Premises Equipment and

the Huge Connect Software that are provided by Huge Connect). Customer may request Huge Connect to assist in the installation of such components and if Huge Connect agrees thereto, same will be done in accordance with clause 3.3 above.

- 4.3 Customer will ensure that a Customer System compliant with Huge Connect's minimum specifications is installed and fully operational at each Address of Request prior to the planned date for commencement of the implementation of the Communication Services at such Address of Request. If Huge Connect's implementation of Communication Services is delayed by reason of Customer's failure to ensure same, Customer will pay all reasonable wasted costs of Huge Connect attributable to such delay, including, without limitation, the costs of accommodation, subsistence, travel, costs of sub-contractors and costs of time wasted in abortive site visits.
- 4.4 Huge Connect will be responsible for testing the Communication Services as implemented to ensure that it meets with the requirements of Customer and Customer will notify Huge Connect of any Errors that it detects during such testing and Huge Connect will provide Support Services in respect of such Errors.

## **5 LICENSING**

- 5.1 With effect from the Billing Date of the Service Order and in return for payment of the relevant Charges and for the duration of the Service Order only, Huge Connect grants to Customer a non-exclusive, non-transferable licence to permit the use of the Licensed Technology as provided and implemented by Huge Connect pursuant to the Service Order to access the Communication Services using the Handsets provided solely by the Authorised Users of Customer conducting business at the Address of Requests specified in the Service Order. Customer acknowledges that its rights to permit use of the Third Party Software are further specified in the licence terms of the relevant supplier of such Third Party Software.
- 5.2 Customer shall not, and shall not permit, whether directly or indirectly, any third party, to:
  - 5.2.1 modify, adapt, translate, reproduce, distribute, use, rent, lease, share, sell, assign, sub-license or otherwise transfer any part of the Licensed Technology;
  - 5.2.2 remove, alter or conceal any proprietary notices or labels on the Licensed Technology;  
or
  - 5.2.3 reverse assemble, decompile or reverse engineer any Huge Connect Software, whether in whole or in part, or otherwise attempt to derive the source code of any Huge Connect Software.

## **6 CUSTOMER COOPERATION**

- 6.1 In order to enable Huge Connect to provide the Services, Customer agrees to provide assistance, input, support and co-operation and shall, to the extent required by Huge Connect -
  - 6.1.1 provide Huge Connect and its personnel, agents, consultant, contractor or other representative with access to adequate working space, facilities and parking at the Address of Requests to enable such Personnel to fulfil its obligations at the Address of Requests;

- 6.1.2 liaise regularly with Huge Connect to ensure that Huge Connect is in a position to provide the Services;
  - 6.1.3 render all decisions and approvals required as soon as is reasonably possible, so as not to delay or impede the performance of the Services;
  - 6.1.4 to the extent necessary, provide a suitable infrastructure for the components, software or deliverables that are to be implemented, including without limitation, Customer System environment and infrastructure, in accordance with any specification requirements issued by Huge Connect to Customer;
  - 6.1.5 provide Huge Connect with reasonable access to Customer Material and Customer's computer systems to enable Huge Connect to comply with its obligations under the Service Order, including remote network access and direct physical access;
  - 6.1.6 notify Huge Connect as soon as reasonably possible of any issues, concerns or disputes with respect to the Services;
  - 6.1.7 be responsible for the accuracy and completeness of all Customer Material and other data and information, provided to Huge Connect for the purposes of Huge Connect providing the Services;
  - 6.1.8 provide electricity services, telephone services and other connectivity (including access to computer networks and the Internet) at each Address of Request; and
  - 6.1.9 make available sufficiently qualified and authorised Customer personnel, with appropriate access rights and permissions, to assist Huge Connect if required.
- 6.2 In the event that the premises is leased by Customer, Customer will ensure that the landlord of such premises is promptly notified of all Customer Premises Equipment that is located at such premises that is owned by Huge Connect and/or its third party service providers. The notice will conform to any standard format that may be prescribed by Huge Connect from time to time and Customer will use all reasonable endeavours to obtain an acknowledgement of receipt of such notice from the landlord and will provide a copy of the notice containing the receipt acknowledgement to Huge Connect. Customer will repeat the aforesaid process promptly following any change of landlord.

## 7 CUSTOMER DATA

- 7.1 For the duration of the Service Order, Customer shall monitor and keep a complete up-to-date and accurate record of all User Data and Performance Data and Customer will provide Huge Connect with such portions of the User Data and Performance Data as Huge Connect may from time to time reasonably request. The User Data and Performance Data may be used by Huge Connect for its internal purposes, including for improving the services rendered by it.
- 7.2 Customer shall provide to Huge Connect, its auditors (including internal audit staff and external auditors), inspectors, regulators and other representatives as Huge Connect may from time to time designate in writing ("**Auditors**") access at all reasonable times (and in the case of regulators, at any time required by such regulator) to the premises and

Customer Systems, and to the relevant Customer personnel and Customer Materials for the purpose of performing audits and inspections (“Audits”) to verify Customer’s compliance with the terms hereof and of the Service Order including, to the extent applicable to the Services, performing audits of general controls and compliance with licensing limitations.

## **8 SECURITY**

- 8.1 Customer shall be responsible to ensure that the integrity of the Licensed Technology as provided to Customer is preserved and will procure that all reasonable precautions and security measures are implemented to prevent any unauthorised access, use or alteration of the Licensed Technology. Without limiting the generality of the aforesaid Customer shall:
- 8.1.1 not allow anyone other than Authorised Users to access or use the Licensed Technology or Communication Services;
  - 8.1.2 provide adequate redundancy, backup and disaster recovery measures for the Licensed Technology as implemented for it as well as for all related data; and
  - 8.1.3 comply with the security requirements and processes described in the Manuals.
- 8.2 If Customer becomes aware of any unauthorised access to the Licensed Technology or Communication Services, Customer will promptly report the incident to Huge Connect describing in detail the scope and nature of the incident.

## **9 CUSTOMER PREMISES EQUIPMENT – WARRANTIES, REPAIR AND REPLACEMENT**

- 9.1 In case of Customer Premises Equipment that are still under warranty in terms of the Master Services Agreement, Huge Connect shall at its own cost and expense, at the request of Customer promptly correct any defect or error in the Customer Premises Equipment as maybe necessary to comply with the warranties.
- 9.2 Huge Connect-owned Customer Premises Equipment shall be maintained, repaired and/or replaced by Huge Connect free of charge unless otherwise agreed to by the Parties, provided always that defect or error are the result of Fair Wear and Tear, and not caused by any negligence or default on the part of Customer.
- 9.3 In the event that defects or errors in Customer Premises Equipment in accordance with clauses 9.1 and 9.2 above have been caused by the wilful conduct, negligence or default on the part of Customer, Customer shall pay, on demand, such reasonable repair or replacement charges as determined by Huge Connect, in its sole discretion, from time to time. Defects and/or errors caused by power surges, lightning, rain etc. shall be for the account of the Customer.
- 9.4 Subject to clause 9.1 above, Customer Premises Equipment purchased by Customer shall be maintained, repaired and/or replaced by Customer at their own cost.
- 9.5 Should Customer request Huge Connect to repair and/or replace purchased Customer Premises Equipment, Customer shall pay, on demand, such reasonable repair or replacement charges as determined by Huge Connect in its sole discretion from time to time.



- 9.6 Customer Premises Equipment currently incorporate no field serviceable parts and Consumable Parts, and whether to repair or replace faulty units in the field shall be at the sole discretion of Huge Connect.
- 9.7 Failure for any reason, to recover Customer Premises Equipment in good and working order, shall cause the Customer to be liable to pay, on demand, such recovery and/or replacement charges as determined by Huge Connect, at its sole discretion, from time to time.

## 10 COMPLIANCE WITH LAW

- 10.1 Customer shall obtain such information and consents as may be legally required in to permit its compliance with the terms of the Service Order and its use of the Communications Services, including as may be necessary to allocate telephone numbers to Authorised Users and otherwise to permit Authorised Users to access and use the Communication Services.

## 11 WARRANTIES

- 11.1 Each Party hereby excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise, except those warranties expressly made herein. Without limiting the foregoing:
- 11.1.1 Huge Connect disclaims that the Communication Services and/or Licensed Technology are free of Errors and any other defects; and
- 11.1.2 Huge Connect disclaims any warranty that the Communication Services or Licensed Technology will meet with the requirements of Customer or that it will be of satisfactory quality or fit for a particular purpose.
- 11.2 Customer acknowledges that it has not been induced to enter into the Service Order by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in herein.

## 12 INTELLECTUAL PROPERTY INDEMNITY

- 12.1 Subject to clauses 14 of the Master Services Agreement Huge Connect hereby indemnifies and holds Customer harmless from and undertakes to pay all damages, if any, finally awarded against Customer by a court of competent jurisdiction in any action which is attributable to a claim that a component of the Huge Connect Software (other than the Third Party Software) infringes the copyright or patent right of any third party in the Territory ("**a Claim**"), provided that Customer:
- 12.1.1 notifies Huge Connect of any such Claim promptly after becoming aware thereof;
- 12.1.2 gives Huge Connect sole control of and agrees that Huge Connect may undertake, at its option, the defence of any such Claim, including all settlement negotiations;
- 12.1.3 does not, at any time, admit liability or otherwise settle or compromise the Claim, without the prior written consent and instruction of Huge Connect; and

- 12.1.4 provides such assistance to Huge Connect as it shall reasonably require in the defence of the Claim including, but not limited to, the provision of all relevant documentation.
- 12.2 Huge Connect shall reimburse Customer for its reasonable costs incurred in complying with the provisions of clause 12.1 above.
- 12.3 In the event of a Claim being successful or if Huge Connect becomes aware of a potential Claim, Huge Connect shall be entitled at its own expense and option either to:
- 12.3.1 obtain for Customer the right to continue using the infringing component or the parts thereof which gave rise or may give rise to the Claim;
- 12.3.2 replace the infringing component or the parts thereof which gave rise or may give rise to the claim with another product which does not infringe;
- 12.3.3 alter the infringing component in such a way as to render it non-infringing; or
- 12.3.4 failing any of the above, withdraw the infringing component.
- 12.4 Notwithstanding the provisions of this clause, Huge Connect shall not be liable under the provisions of this clause to the extent that a Claim hereunder arises as a result of: (a) the use of the Licensed Technology in combination with any equipment or software provided by Customer or which are procured from a third party; or (b) any alteration or modification which was not made by or on behalf of Huge Connect.
- 12.5 Customer warrants that the use of Customer Material provided by Customer to Huge Connect does not and will not infringe the Intellectual Property Rights of any other person or entity and Customer hereby indemnifies and holds Huge Connect harmless from any Losses arising as a result of such infringement.

### **13 DELAYS**

- 13.1 A delay shall be constituted if:
- 13.1.1 Customer:
- 13.1.1.1 gives an instruction changing the scope of the Services;
- 13.1.1.2 does not provide access to a person, place or thing timeously;
- 13.1.1.3 changes a decision which has been previously communicated to Huge Connect;
- 13.1.1.4 does not reply to a communication from Huge Connect within the period required, or if no period stipulated, within a reasonable time;
- 13.1.1.5 unreasonably withholds or delays an acceptance or consent;
- 13.1.1.6 commits a breach of the Service Order which is not otherwise categorised as a Delay; or
- 13.1.2 Huge Connect's performance is affected by an event of force majeure or the failure of a third party supplier or service provider.
- 13.2 Either Party shall notify the other of an event which has occurred or is anticipated and which the notifying Party believes is or may be a Delay.
- 13.3 Unless the Delay notified has no effect upon Huge Connect's costs or planned delivery, Huge Connect's performance shall be extended on a reasonable basis in proportion to the

prejudice caused by the Delay, provided that the extension is at least the number of days of the Delay.

#### **14 NOTICE OF TERMINATION**

- 14.1 Notwithstanding anything to the contrary in the Master Services Agreement, this Service Schedule shall commence on the Effective Date and endure indefinitely until terminated by either Party giving not less than 90 (ninety) days' written notice, provided that such notice may not be given prior to the expiry of all the Contract Periods specified in the Service Order(s) pertinent to this Service Schedule.