

Master Services Agreement:

Annexure G: Service Schedule – Cloud PBX Voice v8.0.0



This Service Schedule for **Cloud PBX Voice v8.0.0** (the “Service”) replaces all previously signed / incorporated version(s) of the Service Schedule(s) for Cloud PBX Voice (if any) and forms part of the Master Services Agreement and Master Services Schedule. Its provisions are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this Services Schedule) bear the same meanings where used in this Service Schedule. In this Service Schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

1. GENERAL

1.1 The following services will be provided by ONLINE DIRECT in return for payment of the Fees. Professional Services Fees will be chargeable to CUSTOMER for all services that are not included in ONLINE DIRECT’s responsibilities hereunder

2. COMMUNICATION SERVICES

2.1 **Scope of Service.** ONLINE DIRECT will make available the ONLINE DIRECT 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.

2.2 **Authorisation.** CUSTOMER will permit only Authorised Users using Handsets provided by ONLINE DIRECT to receive and submit Communications Data via the ONLINE DIRECT 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 ONLINE DIRECT and not permitting any Communications Data to be received or submitted other than by way of such Handsets.

3. SUPPORT SERVICES

3.1 **Scope of Support.** The support services provided by ONLINE DIRECT hereunder will only include services in respect of “Errors”. ONLINE DIRECT may, upon the request of CUSTOMER, provide support in respect of any problem that is not an “Error”, but may charge Professional Service Fees in respect of such support. ONLINE DIRECT may also charge Professional Services Fees for all time reasonably spent and all expenses reasonably incurred by it in order to verify that a problem reported to it by CUSTOMER is not an Error.

3.2 **CUSTOMER Responsibilities.** CUSTOMER shall be responsible for the maintenance of all components of the Customer Systems that are not provided by ONLINE DIRECT and for providing a suitable operating environment for such Customer Systems.

3.3 **ONLINE DIRECT Responsibilities.** In consideration for payment of the relevant Fees, ONLINE DIRECT undertakes to provide support services in respect of all Errors logged with ONLINE DIRECT. 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.

3.4 **Support Time Limits.** If a maximum support time entitlement is agreed to apply to the Licensed Technology, ONLINE DIRECT will not be obliged to provide any support in excess of such entitlement. If ONLINE DIRECT does provide such additional support, ONLINE DIRECT will be entitled to charge Professional Services Fees for any time spent providing such additional support.

3.5 **Severity.** When reporting an Error, CUSTOMER in consultation with ONLINE DIRECT 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 a Customer Site is unavailable.
Severity 2	The Communications Service at a Customer Site is available but severely degraded or a Handset fails.
Severity 3	The Communications Service at a Customer Site is available but moderately impaired or the problem can be circumvented

3.6 **Logging.** All problems logged by CUSTOMER must be reported to ONLINE DIRECT as follows:

3.6.1 All problems must be reported at ONLINE DIRECT’s Service Desk. ONLINE DIRECT will provide support during Support Hours only. All after hours support must be pre-arranged with ONLINE DIRECT and will be chargeable at ONLINE DIRECT’s prevailing after hour rates. ONLINE DIRECT’s “Support Hours” are the hours from 07h30 to 18h00 (GMT+2 hours) on Business Days and 09h00 to 13h00 Saturdays. Problems can be logged with ONLINE DIRECT as follows:

- (a) via email to corporate.support@onlinedirect.co.za
- (b) or on 27 (0)11 317-1800

3.6.2 At the time of first reporting the problem to ONLINE DIRECT, CUSTOMER will provide ONLINE DIRECT 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 to it and remains available to assist ONLINE DIRECT in resolving the problem.

3.6.3 ONLINE DIRECT 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.

3.7 **Network Access.** CUSTOMER will give ONLINE DIRECT and its authorised representatives controlled remote and direct network access to the Customer Systems to resolve problems.

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- 3.8 **On-Site Support.** The Parties will endeavour to attend to all problems by way of remote support. Should support be provided by ONLINE DIRECT on-site at any Customer Site, CUSTOMER will refund all ONLINE DIRECT's reasonable expenses in providing such support on-site at a Customer Site, including for travel, accommodation and subsistence and the Online Direct support rate available in Annexure A1.
- 3.9 **Escalation.** CUSTOMER will provide a list of at least three responsible persons and contact numbers that ONLINE DIRECT may contact in the sequence as set out in the list to escalate any Error logged to ONLINE DIRECT in respect of which CUSTOMER is required to provide assistance to ONLINE DIRECT.
- 3.10 **Response.** Depending on the severity level of the reported problem, ONLINE DIRECT will commercially reasonable endeavours 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

- 3.11 **Replacements.** All replacement parts (except consumable parts) and replacement Handsets provided for purchased Handsets that are under warranty are inclusive of the Fees (save for replacement parts and replacement Handsets necessitated by any Excluded Defect), but all replacement parts and replacement Handsets provided to CUSTOMER in respect of purchased Handsets after the expiry of the applicable warranty will be chargeable at the standard prevailing price. All replacement parts (except consumable parts) for other Equipment where the need for such parts results from normal wear and tear are inclusive of the Fees. All replacement parts and replacement Handsets necessitated by any Excluded Defect are chargeable at the standard prevailing price.
- 3.12 **Call-out fees.** The following details further any fees applicable to site call-out for repair or replacement of items under warranty, out of warrant or under rental.
- 3.13 Outright purchase:
- Under warranty: Latent defect of device - No call-out fee will be billed to customer
 - Under warranty: Damage due to power surge, wilful damage or any other cause by the customer for which supplier is not willing to repair / replace - customer will be liable for call-out & repair / replacement of device
 - Out of warranty: Call out fee billed as well as repair / replacement of device
- 3.14 Rental purchase
- Both in and out of warranty: Latent defect of device - No call-out fee billed
 - Both in and out of warranty: Damage due to power surge, wilful damage or any other cause by the customer for which supplier is not willing to repair / replace - customer will be liable for call-out & repair / replacement of device
- 3.15 **Upgrades.** ONLINE DIRECT may from time to time release upgrades, updates or error corrections for the Licensed Technology ("Upgrades"). CUSTOMER will enable ONLINE DIRECT to install such Upgrades on the Customer Systems remotely from ONLINE DIRECT's premises by procuring that ONLINE DIRECT is provided with the required controlled remote and direct network access in this regard. CUSTOMER will install all Upgrades that cannot be installed by ONLINE DIRECT as soon as reasonably possible, but in any event by the date specified for implementation by ONLINE DIRECT 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 ONLINE DIRECT 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, ONLINE DIRECT shall be entitled to suspend its provision of Support Services to CUSTOMER in respect of the relevant Licensed Technology.
4. Call costs; all call costs are excluded from quotation signoff and are billed monthly in arrears.
5. Special note: voip / pbx solutions are at risk of hacking and similar practices where criminals target sip / pbx settings for fraudulent purposes. Typically the compromised sip settings / pbx is used to call competition lines owned by the hackers where they generate a profit at the client's expense. Whilst online direct and our network partners take every precaution to limit any access to these competition lines we are unable to take responsibility for accounts that have been hacked. It is recommended that credit limit be selected.
6. **Data access.** Data access lines are required in order to access our cloud voice services. It is advisable to that we provide the service in order to manage the service delivery end to end. Regardless of whether managed, unmanaged or best effort data services are ordered to connect your handsets to the cloud PBX we recommend failover, data access may from time to time have reliability issues or be completely down, if a failover connection is not in place voice services will either be degraded or unavailable. **Online Direct offer no guarantees of quality and reliability of voice services delivered over, LTE, ADSL, 3G, open spectrum wireless or any data access service that is not supplied and managed by Online Direct.** Online Direct will take no responsibility for loss of business or interruptions in voice services due to data access failures. Service levels are available for 99.9% uptime guarantee delivered over the correct access solution.
7. **Credit limit** _____ (should this be left blank online direct will select a credit limit = to R10, 000.00 monthly.
8. **Call Recording,** call recording is available on the platform either with a compliant call cabinet quoted as an additional service or directly on the platform at an additional fee per call made and per month the call is retained for. For call Cabinet call recording solutions please request a quote from your account manager, should you wish to have recording done directly on the platform the cost will be 5c per minute at time of call and an additional 1c per minute for each additional month thereafter. Please indicate your retention option 1 – 12 months here: _____ if this is left blank we will add recording for 1 month on your account as default.