

MASTER SERVICE LEVEL AGREEMENT

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1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the words hereunder will have the meanings assigned to them below:

- 1.1.1 **"Affiliate"** means in relation to any entity, any other entity whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership with such entity. For purposes of this definition, the term "owns" (including with correlative meaning, the terms "owned by" and "under common ownership") means with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise;
- 1.1.2 **"Agreement"** means this master service level agreement with its Annexures, Schedules, and Attachments and includes reference to any Application, Order Form or Service Schedule, which may be executed in accordance with this agreement from time to time;
- 1.1.3 **"Channel Partner"** means _____ (insert legal name of Channel Partner) _____ (Pty) Limited (registration number: _____), a private company with limited liability duly incorporated under the laws of the South Africa, having its principal place of business at _____;
- 1.1.4 **"Confidential information"** means any and all strategic, sensitive and/or confidential business, private, personal and/or privileged information, in whatsoever format (including, but not limited to, verbal disclosures) and, without limitation, includes information concerning the Disclosing Party's operations, business affairs, relationships, contracts, suppliers, plans, ideas, strategies, pricing information, operations, employees, expressed thoughts, trade secrets, processes, techniques, know-how, experience, goodwill, reputation and financial status and any part and/or element of the foregoing.

- 1.1.5 "**Commencement Date**" means the date a specific Service will commence, as confirmed under any Service Schedule which may be executed in accordance with this agreement from time to time;
- 1.1.6 "**Contract Documents**" means this Agreement and any subsequent agreed Service Schedule;
- 1.1.7 "**CPA**" means the Consumer Protection Act 2008;
- 1.1.8 "**Customers**" means any party or customer contracting with the Channel Partner for the provision of services or products via the Services of VOC;
- 1.1.9 "**Data**" means any information, including Personal Information, disclosed to by either Party for the purpose of providing the Services;
- 1.1.10 "**Disclosing Party**" means the party disclosing the confidential information;
- 1.1.11 "**Documentation**" means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Channel Partner by VOC for aiding the use and application of the Services / Product;
- 1.1.12 "**EC Act**" means the Electronic Communications Act No. 36 of 2005;
- 1.1.13 "**ECT Act**" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.1.14 "**Effective Date**" means _____ insert comment date of this MSLA;
- 1.1.15 "**EULA**" means End-User License Agreement;
- 1.1.16 "**Force Majeure Event**" means any circumstances beyond the Parties' reasonable control including, without limitation, war, national emergency, civil disturbance, theft, fire, flood, explosion, natural disaster, unusually severe weather conditions, prohibitive legislation or regulations and failure of power or utility supplies (including electronic communications). Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees, or by a failure to observe good professional practice;
- 1.1.17 "**MRC**" means a monthly recurring charge, an example of which could be the monthly premiums in a 24-month contract;
- 1.1.18 "**NRC**" means a nonrecurring charge, examples of which could be installation fees, site assessments, and Service Equipment costs
- 1.1.19 "**Order Form**" means the form by which the Channel Partner accepts a quotation for services or products. Such form shall set out the details of the service requirements, such

as details of customer, terms, service levels, charges, pricing, link capacities and links points;

- 1.1.20 "**Parties**" means VOC and the Channel Partner collectively;
- 1.1.21 "**Personal Information**" means any information provided by either Party to the other that is an identifying number, symbol, e-mail address, physical address, telephone number or similar assignment relating to either Party or any customer of either Party, which is subject to protection in terms of any statute in South Africa, more specifically the prevailing terms of the Protection of Personal Information Act No4, of 2013 ("POPI").
- 1.1.22 "**POPI Act**" means the protection of Personal Information Act of 2013;
- 1.1.23 "**Prices List**" means the prevailing list of prices, fees, and charges in respect of the Services / Products provided by VOC to the Channel Partner from time to time pursuant to this Agreement;
- 1.1.24 "**Products**" means all the physical products and Equipment provided by VOC to the Channel Partner from time to time under a Service Schedule and made available to the Channel Partner's Customers
- 1.1.25 "**Product Terms**" means the Service / Product specific terms and conditions, Service / Product description and technical specifications applicable to the relevant Service / Product;
- 1.1.26 "**Receiving Party**" means the party receiving the confidential information;
- 1.1.27 "**Service Equipment**" means equipment utilized by VOC in the performance of its Services;
- 1.1.28 "**Service Location**" means the location where Services will be performed or delivered or where Services will be delivered from and will be specified under each Service Schedule (Specifications);
- 1.1.29 "**Services / Products**" means all the services and products provided by VOC to the Channel Partner from time to time under a Service Schedule and made available to the Channel Partner's Customers;
- 1.1.30 "**Service Schedule**" means a document schedule containing the Services / Products description, details from the Order form and any agreed Service Levels of the applicable Service;
- 1.1.31 "**System**" means the telecommunications multimedia infrastructure and high-speed internet system (also referred to as electronic communications network), as set out under the Contract Documents from time to time;
- 1.1.32 "**Territory**" means the Republic of South Africa;

1.1.33 "**VAT**" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991;

1.1.34 "**VOC**" means VO Connect (Pty) Limited (registration number: 2013/094193/07), a private company with limited liability duly incorporated under the laws of South Africa, having its principal place of business at Block C, 1st Floor 61 Bosbok Road, Sweet Thorn on Beyers, Randpark Ridge;

1.1.35 "**Equipment**" means any hardware, network facilities and/or telecommunication facilities and/or any other equipment or utilities of whatever nature which VOC has lent or made available to the Channel Partner or its Customers, regardless of whether or not such loan or availability is regulated in terms of a Service Schedule;

1.1.36 "**Writing**" means where any act or notice in terms of this Agreement requires same to be in "Writing", such term shall require that the act or notice is either:

- 1.1.36.1 embodied in a hardcopy document (which may be printed out) signed with the Written signature of an authorised representative of the Parties (or one of them where such act is contemplated as being unilateral), or
- 1.1.36.2 Embodied a data message, signed with an Advance Electronic Signature (as defined in the ECT Act) of an authorised representative of the Parties (or one of them where such act is contemplated as being unilateral), unless otherwise agreed to in Writing.

Where a clause merely requires "writing", it shall be sufficient for such act to be executed by way of data message (including email).

- 1.2. The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons include juristic entities and vice versa;
- 1.3. Reference to months or years shall be construed as calendar months (i.e. one or more of the twelve periods into which a conventional year is divided) or conventional years (i.e. 1 January to 31 December). Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any business day. Any reference to time shall be based upon South African standard time.
- 1.4. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.5. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement and any related Service Agreement which do not themselves contain their own definitions;
- 1.6. the expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.7. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 1.8. This Agreement shall be binding upon, and endure to the benefit of, the Parties and their respective Affiliates, successors and permitted assignees, and references to a Party in this Agreement shall include its Affiliates, successors and permitted assignees.
- 1.9. In this Agreement references to a Party include references to a person:
 - 1.9.1. who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or
 - 1.9.2. who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and
 - 1.9.3. including a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

2. INTRODUCTION

- 2.1. Subject to the terms and conditions of this Agreement, the Channel Partner hereby appoints VOC to provide the Services / Products, which appointment VOC hereby accepts.
- 2.2. The Parties represent and warrant to each other that they have the ability and experience to carry out the obligations assumed by them under this Agreement and that by virtue of them entering into this Agreement they are not and will not be in breach of any express or implied obligation to another third party.
- 2.3. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.
- 2.4. Nothing in this Agreement is intended to or shall be construed to mean that the Channel Partner is an employee or the agent or representative of VOC for any purpose whatsoever. The Channel Partner is not granted any right or authority to assume or create any obligation or responsibility on behalf of VOC, or in the name of VOC;
- 2.5. On written notice, VOC shall be entitled to utilise an Affiliate to supply the Services / Products, provided, that it remains the responsible and liable party in terms of this Agreement for the due and proper performance of such Services / Products.
- 2.6. On written notice, The Channel Partner shall be entitled to resell the Services / Products through an Affiliate, provided, that it remains the responsible and liable party in terms of this Agreement for the due and proper performance of any obligations related to such Services / Products.
- 2.7. Unless mutually agreed in writing, ownership, control and full legal title to any VOC Equipment shall, at all times, remain vested in VOC, notwithstanding whether the Channel Partner has taken possession or use thereof.
- 2.8. Where the Service / Product made available to the Channel Partner includes a specific license, the grant of such license shall not be deemed to extend to all VOC Services / Products and the respective materials, but only applicable towards the Service / Product as per the specific Service Schedule;

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement shall commence on the Effective Date and shall remain in force for an indefinite period unless terminated by either Party in accordance with this Agreement.
- 3.2. Unless terminated in accordance with this Agreement or agreed otherwise under a Service Schedule, the initial term of each of the Service Schedules shall be as specified on the Service Schedule ("Initial Period"), calculated from the Commencement Date thereof and thereafter shall be renewed automatically for successive one (1) month periods ("Subsequent" periods) as agreed under each Service as reflected on the Service Schedule;
- 3.3. The Channel Partner may during the Initial period of any Service, terminate the particular Service at the end of the Initial period of that Service by way of at least 60 (sixty) days prior written notice ("Termination Notice");
- 3.4. Should Termination Notice at the end of a particular Service Initial period not be given in terms of clause 3.3, then the particular Service shall automatically be renewed for the Subsequent period. Similar to the cancellation of the Initial period in 3.3, the Channel Partner may during the subsequent periods terminate a particular Service at the end of each Subsequent period giving the other party 60 (sixty) days prior written notice.
- 3.5. The completion of any Service Schedule, the termination of a Service Schedule or the absence of orders for additional Services shall not terminate this Agreement, it being the intent of the Parties to keep this Agreement in effect in the event of future orders for Services.
- 3.6. Any termination of this Agreement and/or any Service Schedule however caused, shall not affect the coming into force or the continuance in force of any provision of this Agreement and / or Service Schedule or other agreed to Service Schedule which is expressly or by implication intended to come into or continue in force on or after such termination.
- 3.7. Prior to the signing of any Service Schedule, the Channel Partner shall complete a Customer Application Form / Service Order Form and provide the information as may be requested from time to time on such forms to confirm with VOC the Services / Products required and to provide VOC with the necessary details to establish the identity and requirements of the potential Customer.
- 3.8. This Agreement and the obligations of VO Connect under any particular Service shall automatically be terminated in the event that VO Connect is no longer in possession of the necessary licenses to support the business initiatives, Services and/or Products and related support (where applicable).

4. STATUS AND PRECEDENCE

- 4.1. This Agreement is the Master enabling Agreement under which the Parties may from time to time agree for the provision of Services / Products by VOC to the Channel Partner to enable the Channel Partner to on-sell or resell Services / Products to its Customers.
- 4.2. Services / Products are made available to the Channel Partner and its Customers, subject to the terms and conditions of this Agreement and Service Schedules.
- 4.3. Except where specifically provided to the contrary in a particular Service Schedule, and then only to the extent so specified, each Service Schedule shall be subject to this Agreement. Insofar as any term and condition in a Service Schedule conflicts with this Agreement in respect of-
 - 4.3.1. the description or technical specifications or pricing of Services / Products or applicable Service Levels, the terms and conditions in the Service Schedule shall prevail;

4.3.2. any other matter, this Agreement shall prevail.

- 4.4. Conflicts with body of Service Schedules: Unless otherwise stated in a Service Schedule, insofar as the meaning of any term or condition in a schedule or annexure to a Service Schedule or any other document referred to in a Service Schedule, excluding this Agreement, conflicts with the meaning of the body of the relevant Service Schedule, the meaning of the terms and conditions in the body of the relevant Service Schedule shall prevail.
- 4.5. Service Schedule amendment: The terms of one Service Schedule will only apply to another Service Schedule to the extent specifically and expressly stated therein but to the extent that any Service Schedule expressly overrides the provisions of this Agreement, such amendment will be effective only in respect of that specific Service Schedule and not any other Service Schedule.

5. ORDER AND DELIVERY OF SERVICES / PRODUCTS

- 5.1. On initial request of particular Services / Products, by the Channel Partner from VOC, VOC shall, within 48 hours, prepare a theoretical desktop line-of-site feasibility study ("**LOS**") and provide the Channel Partner with such results.
- 5.2. Should the Channel Partner wish to proceed further, they shall request VOC to prepare an appropriate Service Schedule, which shall include details of the Product / Service to be provided and the related charges. The Service Schedule will be made available to the Channel Partner;
- 5.3. All orders for Services / Products must be in terms of a Service Schedule and be signed by a duly authorised representative of the Channel Partner. Each Service Schedule shall be binding upon both Parties after it has been accepted and signed by the Parties;
- 5.4. By signing the Service Schedule, the Channel Partner authorizes VOC to proceed with a physical Site Survey to assess viability, building structure and possible obstructions. A Site Design Document ("**SDD**") shall be prepared by VOC within 5 working days of receipt of the signed Service Schedule. The SDD shall form part of the Installation / Scoping documents (see **Annexure D**) to enable VOC to perform the required installation in cooperation with the Channel Partner at the Customer;
- 5.5. The SDD shall include a Consent for Installation ("**CFI**"), for which signoff, the Channel Partner shall be responsible. Signatory could be Landlord, underlying Customers or the Channel Partner itself, depending on the specific circumstances of the location. The Channel Partner agrees to timeously ensure sign-off of the CFI and shall be responsible for any underlying Landlord liaison or permissions which might be required in certain circumstances.
- 5.6. Upon sign-off of the CFI, by Landlord, underlying Customer or Channel Partner, the Channel Partner confirms that final consent to proceed with the project and installation shall be deemed to have been given. Where required by Channel Partner internal process, The Channel partner agrees to provide formal Purchase Orders (PO's") to VOC within 48 hours of sign-off of the CFI.
- 5.7. Should the Channel Partner cancel the Service Schedule or withdraw from it prior to signing the SDD and / or CFI, then it shall be liable for the cost of the physical Site Survey. Once the SDD and / or CFI is signed and the physical installation has commenced, any withdrawal or termination will be subject to clause 19 of this contract (Effects of Termination).

- 5.8. Prior to any delivery of Services / Products, the Channel Partner shall sign the Schedule of Services as confirmation of the Services / Products ordered. No activation of Services / Products or implementation shall take place unless the Service Schedule has been signed and an Order received;
- 5.9. The Service Schedule shall specify amongst others, the timelines for delivery of the Services / Products; the address at which the Services / Products are to be delivered and any additional services and charges which may be required.
- 5.10. VOC shall have the right to engage a third party to transport the Services / Products on behalf of the Channel Partner and in this regard shall remain responsible and liable for such Services/Products until acceptance of such Services or Products by Channel Partner or Customer in terms of any agreed process said forth herein or a Service Schedule. .
- 5.11. Where delivery takes place:
- 5.11.1. Any delivery note (copy or original) signed by the Channel Partner or the Customer shall be conclusive proof that delivery was made to the Channel Partner. Signature of the delivery note constitutes proof that the Products delivered comply with the Channel Partner's Order, unless a dispute is raised by the Channel Partner after a reasonable examination of the Products delivered;
- 5.11.2. The Channel Partner agrees and will ensure that its Customers agree accordingly, that the delivery will take place at the nearest accessible point on the Customer or Channel Partner site.
- 5.12. Additional requirements submitted by Customers to the Channel Partner, which are outside the original scope, need to be executed in accordance with the agreed procurement requirements/process, mentioned above;
- 5.13. VOC shall provide the necessary support and maintenance services as agreed to under **Annexure E** and/or the Service Schedule, however, VOC has no obligation whatsoever to support the Channel Partner's customers directly and the Channel Partner shall liaise with its Customers directly.

6. CHARGES, INVOICING, AND PAYMENT

- 6.1. The prices that VOC shall present to the Channel Partner for the Services / Products required pursuant to this Agreement and Service Schedule shall be per the prevailing Price Lists at the time of order.
- 6.2. VOC reserves the right to periodically update and amend the Price Lists, however, subject to clause 6.7 below, such changes shall not affect any pre-existing contracts that the Channel Partner had with its Customers using historic VOC Price Lists. At all times VOC will make the latest prevailing Price List available to the Channel Partner.
- 6.3. Once agreed, the prices shall be set out in the relevant Order Form(s) for each Service / Product required as per the specific Service Schedule;
- 6.4. In certain circumstances and at their sole discretion, VOC may discount the Price Lists, at a discount rate they determine appropriate, based on volumes and/or other relevant circumstances. These discounted rates will be termed '*Wholesale*' rates";
- 6.5. The Channel Partner shall not be entitled to sell any of the Services / Products at a price less than the Wholesale rates relevant at the time that the contract with its Customer is concluded unless VOC agrees to reduce such price subsequent to the signing of this Agreement.

- 6.6. VOC warrants that to the best of its knowledge, the Price Lists and terms and conditions provided to the Channel Partner in terms of this agreement are, on a like for like basis, fair, competitive and at arms-length.
- 6.7. It is agreed that should there be a subsequent price increase on components of the Services / Products, beyond the control of VOC, including but not limited to foreign exchange fluctuations, increased third party products or services (i.e. Third Party Software or Hardware), surcharges, taxes, rates or levies, delay caused by any instruction of Customer, VOC shall be entitled to increase the affected pricing accordingly, by the rand value of the increase but in proportion to the Services / Products provided after written notification to the Channel Partner. It is the Channel Partner's responsibility to ensure that this provision also forms part of their own Customer contract.
- 6.8. All amounts due by the Channel Partner to VOC, shall be paid by means of electronic funds transfer into the following bank account of VOC:

Account Name: VO Connect

Currency: Rands

Account Number: 1521052913

Branch Number: 152105

Ref: Invoice number or Account number

or to such other account, as a written resolution from the board of directors of VOC shall designate in writing from time to time.

- 6.9. For MRC charges, VOC will invoice the Channel Partner on a monthly basis in advance, the first invoice being dated on the Commencement Date. Should the commencement date not be the first of the month, then the Channel Partner shall be invoiced a pro rata proportion of the first month's invoice.
- 6.10. For NRC charges, VOC will invoice the Channel Partner on the Commencement Date.
- 6.11. All other charges will be invoiced in advance.
- 6.12. The Channel Partner shall make payment to VOC within 30 (thirty) days from the date of invoice. Payment shall be made either directly into the designated bank account per clause 6.8 above, or the Channel Partner will provide VOC with the required Debit order mandate to enable VOC to give instructions to the Channel Partner's bank to make payment to it.

The aforesaid will apply in terms of invoices for Services / Products processed and/or delivered in advance or for Services / Products invoiced in arrears;

- 6.13. Unless expressly stated to the contrary, all charges and prices specified in the Price Lists, Service Schedules, and Service Orders shall be exclusive of VAT and any other tax or duties, including any regulatory surcharge, which the Channel Partner becomes obligated to pay by virtue of this Agreement.
- 6.14. It is the sole responsibility of the Channel Partner to collect their applicable fees and charges from their Customers and failure to do so shall in no way cause any delay or default of payments due by the Channel Partner to VOC.

- 6.15. VOC may, in its sole discretion and notwithstanding any instructions by the Channel Partner, appropriate any payment received from or on behalf of the Channel Partner, to any indebtedness of the Channel Partner to VOC arising from any cause whatsoever.
- 6.16. All invoices shall be rendered in South African Rand. Any amount payable by the Channel Partner to VOC in a currency other than South African Rand shall be paid in a currency as set out in a subsequently agreed addendum. Currency/Index-linked products may have their price adjusted between proposal/quotation date and invoice date.
- 6.17. Any undisputed invoice amount falling due for payment by the Channel Partner to VOC in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, at a rate equal to the prime overdraft rate plus 2% (two percent) charged by VOC's Commercial bank from time to time, monthly in arrears;
- 6.18. If the Channel Partner reasonably disputes in good faith any portion of a VOC invoice or statement, the Channel Partner will notify VOC thereof before the payment due date of such invoice. The Channel Partner must pay the undisputed invoice(s) or portion thereof amount by the due date, and submit written notice of its claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service(s)) for the disputed amount. All claims for disputed invoices must be submitted to VOC in writing within thirty (30) days from the date of the invoice for those Services. The Parties shall seek to reach settlement of the items that are the subject of the dispute and when the dispute regarding any invoice has been resolved, the Channel Partner shall pay any sum which is agreed or determined to be payable by them to VOC by the later of the original due date of the relevant invoice, or the date that is ten (10) Business Days after the date of resolution of that dispute.

7. CHANNEL PARTNER'S RESPONSIBILITIES

- 7.1. In addition to the specific obligations under **Annexure A**, the Channel Partner shall at all times provide the Services / Products to the Customer in a professional and business-like manner and in accordance with the highest industry standards and best industry practices.
- 7.2. The Channel Partner shall use its best endeavors to professionally and reasonably market and resell the Services/Products, as widely within the territory, as possible.
- 7.3. The Channel Partner certifies that the Services / Products will be marketed and resold directly to Customers in accordance with the Contract Documents.
- 7.4. The Channel Partner shall when reselling Services / Products, provide its prospective Customers with complete and detailed information about the Services and refrain from making or giving any promises, warranties, guarantees or representations, whether express or implied, concerning the Services /Products except such as are consistent with any documentation supplied by VOC to Channel Partner under this Agreement.
- 7.5. The Channel Partner shall enter into agreements with its Customers, which shall be consistent with the terms and conditions contained in the Contract Documents. It is the obligation of the Channel Partner to ensure that all contracts are in place with its Customers ensuring compliance with the aforesaid, and VOC bears no responsibility for assisting the Channel Partner with its Customers or ensuring that the Channel Partner and its Customers contract for the provision of services.
- 7.6. The Channel Partner shall ensure that VOC has adequate access to its Customer's premises, and any facilities or equipment therein, required for the Services / Products to be supplied. In this

respect, the Channel Partner shall ensure that as part of their own contracts with their Customers, that it has secured consent from the Customer or applicable landlord for suitable access to the relevant facilities, including power and adequate space.

- 7.7. The Channel Partner shall not, or not allow any third party, including but not limited to its Customers, to commit or attempt to commit any act or omission which directly or indirectly:
- 7.7.1. Damage, impedes or interferes with VOC's technical infrastructure and Products; or
 - 7.7.2. Impairs or precludes VOC from being able to provide the Services / Products in a reasonable and business-like manner; or
 - 7.7.3. Constitutes an abuse or malicious misuse of the Services / Products;

or is calculated to have the abovementioned effect.

In such an event, should VOC incur expenses to remedy the situation, VOC reserves the right to charge the Channel Partner the actual amount necessary to cover VOC's reasonable additional expenditure. Notwithstanding the above, VOC reserves the right to take any other appropriate action it may deem necessary to remedy the situation including but not limited to immediate suspension of the Services and demand to return Product.

- 7.8. The Channel Partner shall not at any time use or sell the Services / Products in contravention of any law, including but not limited to the EC Act, the CPA, and the POPI Act. In this respect, the Channel Partner undertakes to familiarise itself and keep apprised of all applicable laws in force from time to time which has any bearing on the Services / Products used. The Channel Partner acknowledges that VOC has no obligation to assist Channel Partner in this regard.
- 7.9. The Channel Partner shall inform VOC promptly of any changes in its organisation or methods of doing business that might affect the performance of Channel Partner's obligations hereunder.
- 7.10. The Channel Partner shall use its best endeavors to inform VOC of any material changes in the marketplace that could affect or adversely influence the Services and/or Products.
- 7.11. The Channel Partner will, prior to activation of any Services and/or Product to a Customer complete the necessary scoping document as provided by VOC from time to time (see per **Annexure D**)
- 7.12. Unless otherwise specifically agreed to under this Agreement, the Channel Partner shall be responsible for invoicing and collection of all payments from its Customers and bear all credit risk associated therewith, in terms of its contracts with its Customers, under its own name and brand, for the Services / Products provided to its Customers.
- 7.13. The Channel Partner shall attend training in respect of the services and The Products, when reasonably requested to do so on a date agreed between the Parties, at the cost of VOC.
- 7.14. Channel Partner shall maintain a competent and active support organisation or helpdesk during business hours to provide first level support in respect of Services / Products purchased under this Agreement that are then resold to its Customers.
- 7.15. The Channel Partner warrants that there is nothing preventing it from entering into and complying with its obligations in terms of this Agreement.
- 7.16. The Channel Partner warrants that:
- 7.16.1. It will only sell Services/Products to its Customers that are suitable for the intended purpose conveyed to the Channel Partner by its Customer;
 - 7.16.2. It will not engage in false or misleading advertising of any kind;

7.16.3. Where the Customer is a consumer that it will comply with the CPA in the provision of Services/Products to the Customer/end-user;

7.16.4. It shall not make any representations, promises, warranties and the like in relation to the Services / Products unless expressly authorised by VOC.

8. VOC'S RESPONSIBILITIES

- 8.1. VOC shall ensure that the Services / Products are performed or supplied in a professional manner by suitable VOC staff applying due professional standards and practices.
- 8.2. VOC shall ensure that it and its employees, agents and sub-contractors take all reasonable precautions to ensure that no viruses or other malicious code are coded or introduced into the Services / Products
- 8.3. VOC shall comply with any applicable law or regulatory requirement whilst performing or supplying the Services/ Products.
- 8.4. With the prior written consent of Channel Partner (such consent not to be unreasonably withheld or delayed) VOC may perform any or all of its obligations under this Agreement through agents or sub-contractors, provided that VOC shall remain liable for such performance and shall indemnify the Channel Partner against any loss or damage suffered by Channel Partner arising from any act or omission of such agents or sub-contractors and notify Channel Partner of new agents or sub-contractors appointments.
- 8.5. VOC shall:
 - 8.5.1. supply the Channel Partner with such Service / Product information/material which the Channel Partner may from time to time reasonably require for the purpose of complying with its obligations under this Agreement;
 - 8.5.2. where it deems it necessary, supply the Channel Partner with extra marketing collateral related to the Products / Services.
 - 8.5.3. from time to time, supply the Channel Partner with training documentation in relation to the Products / Services;
 - 8.5.4. inform Channel Partner about new developments and modifications to the Services / Products in advance to enable the Channel Partner sufficient time to communicate same to the Customer where required;
 - 8.5.5. provide technical pre-sales support and core solution architecture;
 - 8.5.6. provide second and third line support on behalf of the Channel Partner.

9. RISK AND OWNERSHIP

- 9.1. Delivery of any Service Equipment or Products shall be deemed to have occurred on delivery thereof at the Customer delivery address at which time the risk of loss in or damage to the Service Equipment or Product shall pass to the Customer. The Channel Partner shall ensure that the Customer shall confirm in writing through an installation sign-off document that the Customer is satisfied with the installation and that the Service Equipment or Products are operational.

- 9.2. Ownership of any Service Equipment or Products at all times vest in VOC and nothing in this Agreement shall be construed as conferring on the Channel Partner, its Customer or any other person any right, title or interest in the Service Equipment or Product.
- 9.3. Neither the Channel Partner or its Customer shall acquire ownership of the Service Equipment or Product after the termination of this Agreement.

10. PRODUCTS AND EQUIPMENT

- 10.1. No lien over any VOC Products or Loan Equipment shall be established in favor of the party in possession of such equipment.
- 10.2. During the period where VOC Products may be located at the Customer's premises for purposes of performing the Services (whether affixed or not), or where the Customer may have access to VOC Products and equipment (including interconnection points), the Channel Partner shall ensure that the Customer:
 - 10.2.1. takes proper and diligent care of the Products;
 - 10.2.2. takes all reasonable steps to exclude any landlord's hypothec over the Products, including by giving any landlord written notice that it is not the owner of the Products;
 - 10.2.3. accepts all risk in the Products in which regard it shall take reasonable steps to protect the Products from loss and/or damage and shall insure the same against all risks;
 - 10.2.4. ensure that the Products have not been acceded or become part of a structure belonging to / or under the control of the Customer.
 - 10.2.5. will not use the Products in a way that interferes with or adversely affects the use of any other Products or equipment or third party equipment at any Service Location.
- 10.3. VOC shall access the Products for purposes of operations, maintenance and repairs and may sub-contract these services to contractors it selects. The Channel Partner or its Customer shall not allow any third party to access the Products outside the scope of the Contract Documents
- 10.4. If VOC is required to relocate any portion of the Equipment, they shall have the right to do so in their sole discretion
- 10.5. VOC shall be entitled to make reasonable inspections of the Customer's premises to establish whether or not the Customer is complying with its obligations in terms of this clause and to be provided with proof of all risks insurance cover of the Products
- 10.6. VOC may use the VOC Products to provide other services to other properties, provided that such use does not interfere with the provisioning of the Services to the Customer's premises as provided for under a Service Schedule.
- 10.7. The Channel Partner, alternatively the Customer shall return the Products to VOC on termination of the particular Service Schedule in the same condition in which it was received, fair wear and tear excepted and shall remedy, to the reasonable satisfaction of the other, any damage to the Products sustained whilst under its care. In the event of the Products being damaged beyond repair, the Client shall upon written demand by VOC, forthwith replace the Products with new equipment of equal or better standard, quality, and specification. It is the Channel Partner's responsibility to reflect the above obligation in its agreement with the Customer.

11. UNDERLYING RIGHTS

- 11.1. At certain Service Locations VOC may have obtained certain rights of way of construction and operation of its Services on the Service Location (the "Underlying Rights"). The Services acquired by the Channel Partner for purposes of its Customers shall be subject to the Underlying Rights, including but not limited to conditions, restrictions and to the rights of tenants/individual residents on the Service Location. All Services under any Contract Document are further subject to the Underlying Rights. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation in terms of the Underlying Rights. Nothing herein shall be construed as to be a representation or warranty of VOC's right, title or interest with respect to the rights of way or the Underlying Rights, or the scope, nature or duration of any of the foregoing.
- 11.2. If VOC, upon expiration or termination of any Underlying Rights, and after exhausting all available avenues to it in obtaining or renewing the Underlying Rights, is unable to renew or obtain alternative Underlying Rights using its best commercially reasonable efforts, then, VOC shall not be deemed in breach hereof and the Channel Partner's sole and exclusive remedy shall be the termination of the relevant Service Schedule that has been materially and adversely affected by the Underlying Rights that were not renewed or obtained, without penalty to the Channel Partner.

12. RESERVATION OF RIGHTS

- 12.1. VOC reserves the right to:
- 12.1.1. exploit the Services / Product itself in the Territory by such means as it may think fit including, without limitation by the appointment of other Channel Partners;
 - 12.1.2. require the Channel Partner either not to use or to cease to use any advertising or promotional materials in respect of the Services/Products which VOC considers not to be in VOC's best interests;
 - 12.1.3. suspend the provision of the relevant Services / Products where any undisputed payment properly due to VOC is overdue by more than 60 (sixty) days, or payment terms have not been adhered to for two or more consecutive months; and VOC has made written demand or notification therefore.
 - 12.1.4. Subject to thirty (30) days notice, suspend all or part of the Products / Services, until further notice to the Channel Partner, if the continued provision of the Product / Service will cause VOC to breach an applicable law or be in contravention of its licenses.

13. WARRANTIES

- 13.1. Save as expressly set out in this Agreement and the respective Service / Product Schedules hereto, VOC does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Services / Products and all warranties which are implied or residual at common law are hereby expressly excluded.
- 13.2. If VOC receives written notice from the Channel Partner of any breach of the said warranties after the Acceptance Date, then VOC agrees at its own expense and within 4 (four) weeks after receiving such written notice, to remedy the defect or error in question. When notifying a defect or error in the Products and/or Services to VOC, the Channel Partner shall (so far as it is able to) endeavour to provide VOC with a documented example of such defect or error.
- 13.3. The said warranties above shall be subject to the Channel Partner complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability

set out in clause 14 below. In particular, the said warranties shall not apply to the extent that any defect in the Service/Product arose or was exacerbated as a result of:

- 13.3.1. Incorrect use, operation or corruption of the Services/Product;
- 13.3.2. Any unauthorised modification or alteration of the Services/Product;
- 13.3.3. Use of the Services/Product with other software or on equipment with which it is incompatible.

14. LIMITATION OF LIABILITY

- 14.1. Any liability to the other party hereunder shall be limited to direct damages and exclude any indirect or consequential loss or damages, including but not limited to loss of profits.
- 14.2. The total amount of either party's liability under this agreement shall be limited to the total fees paid in terms of this agreement which gave rise the liability, in the preceding twelve (12) month period.
- 14.3. VOC shall not be liable to the Channel Partner:
 - 14.3.1. if no service or installation target dates are specified in writing in the Service Schedules; and / or if failure to meet such target dates is not solely attributable to VOC; and/or
 - 14.3.2. If loss or damage arising is related to data and such loss and damage is not attributable to VOC; and /or
 - 14.3.3. If any costs or damages arise due unauthorised access by any party to the Products.
 - 14.3.4. If any costs or damages arise within the ambit of Force Majeure.

15. INDEMNITY

- 15.1. The Channel Partner hereby indemnifies and holds VOC harmless against any failure by The Channel Partner to include in its agreement with the Customer an indemnity in favor of VOC, in terms of which the Customer indemnifies VOC to at least the same extent as the Customer indemnifies The Channel Partner.

16. NON SOLICITATION

- 16.1. Neither Party shall, during the continuance of the Agreement and for a period of twelve (12) months immediately following the date of termination of the Agreement, directly or indirectly solicit or offer employment or any other form of contract for services to any person who is an employee of the other Party or was an employee within 12 (twelve) months prior to termination of this Agreement, without the other Party's written consent.

17. DOCUMENTATION

- 17.1. Unless it is included in a Service Schedule, any specifications, descriptive matter, drawings, and other documents which may be furnished by VOC to Channel Partner from time to time:

- 17.1.1. do not form part of this Agreement and may not be relied upon, unless they are agreed in Writing by both parties hereto to form part of this Agreement;
- 17.1.2. shall remain the property of VOC and shall be deemed to have been imparted by it in trust to Channel Partner for the sole use of Channel Partner for purposes of the Services / Products under this Agreement. All copyright in such documents vests in VOC and such documents shall be returned to VOC on demand.

18. BREACH AND TERMINATION

- 18.1. Without prejudice to any other right which either party may have against the other party (including the right to claim damages), either party shall have the right to terminate this Agreement with immediate effect if the other party:
 - 18.1.1. commits a material breach of any of the terms or conditions of this Agreement and fails to remedy such breach within 30 (thirty) days after the receipt of written notice from the non-defaulting party; or
 - 18.1.2. commits any act of insolvency or is placed in liquidation or under judicial management (in either case, whether provisionally or finally); or
 - 18.1.3. ceases to trade (either in whole as to any requirement in terms of this Agreement).
- 18.2. Subject to the Effects of Termination clause 19 below, either party shall be entitled to terminate this Agreement or related Service Schedule for convenience by giving two (2) months written notice to the other party.

19. EFFECTS OF TERMINATION

- 19.1. Without prejudice to any other rights and remedies either Party may have under this Agreement, upon the termination of this Agreement for any reason, the Channel Partner shall within 10 (ten) days:-
 - 19.1.1. Either destroy and provide certification of such destruction or return to VOC all material in copy, whole or part of any documentation contemplated under clause 18 above at its own costs. provided that the Channel Partner may extract and store any Channel Partner data on separate storage media for continuity purposes;
 - 19.1.2. return to VOC all Products and Equipment which belong to VOC and which might be located at the Channel Partner or its Customers.
 - 19.1.3. cease to promote, market and to resell any Services / Products; and
- 19.2. Neither Channel Partner nor any Channel Partner agent or Affiliate shall have any claim against VOC (or any VOC Affiliate) for any compensation for loss of goodwill whatsoever.
- 19.3. Where the Agreement or a Service Schedule is terminated for convenience in terms of clause 18.2 above, the following early termination fees shall be payable as at the termination date:
 - 19.3.1. If the applicable Services are terminated prior to the Service Commencement date, the Channel Partner will be liable for an amount to the value of the related NRC; plus the sum of six (6) months of the related MRC; or

- 19.3.2. If there are less than 12 (twelve) months of contractual obligation remaining, then the Channel Partner will be liable for an amount to the value of any unpaid NRC; plus the sum of the full remaining contractual months of related MRC; or
- 19.3.3. If the applicable Services are terminated after the Service Commencement date and there are more than 12 (twelve) months of contractual obligation remaining, then the Channel Partner will be liable for an amount to the value of any unpaid NRC; plus the sum of 12 (twelve) full contractual months of related MRC; plus the sum of 50% of any further residual contractual months of related MRC.
- 19.3.4. The above early termination fees shall be in addition to any other Service that continues unchanged as at termination date.
- 19.4. In the event of the termination of this Agreement or related Service Schedule for any reason whatsoever, the Parties shall endeavour to meet within thirty (30) days prior to the termination date in order to use their best efforts to agree upon the terms and conditions and logistics in respect of current Customer agreements. The parties shall provide to each other any reasonable assistance which may be required in order to ensure that the Services / Products provided by the Channel Partner in terms of this Agreement to Customers are transferred to a new supplier of services or products.

20. CHANGES TO SERVICE REQUIREMENTS

- 20.1. If either of the Parties wishes to make a change, modification or adjustment to any element of any Service, the following procedure will apply:
- 20.1.1. The Party who requests the change will forward a change request to the other Party, setting out the details of the change request;
 - 20.1.2. VOC will investigate the feasibility, cost implications and impact of the change request on the Services and notify The Channel Partner of the results thereof ("Impact Study");
 - 20.1.3. If the Channel Partner makes a decision to proceed with the change request after considering the results of the Impact Study, then the Channel Partner shall give VOC a written instruction to proceed with that change on the basis set out in the Impact Study. That instruction shall be binding on the Parties and the Agreement shall be deemed to be amended accordingly; and
 - 20.1.4. If the Parties cannot agree upon the necessary amendments, the change request will not be implemented.

21. INTELLECTUAL PROPERTY

- 21.1. Nothing contained in this Agreement shall be deemed to confer, or construed as to confer, on either Party the Intellectual Property Rights of the other Party.
- 21.2. Each Party shall defend and hold the other Party harmless from any liability resulting from any infringement of any patent, trade secret, trademark, copyright or similar proprietary right, of any third party, which liability arises directly or indirectly out of the unlawful and/ or unauthorised use by a Party of the Intellectual Property rights of the other Party.

22. CONFIDENTIALITY

- 22.1. The contents of this Agreement are confidential and neither Party shall disclose same without the prior consent of the other Party being obtained;
- 22.2. Neither Party shall issue or make any public announcement regarding this Agreement unless prior written consent has been obtained from the other Party, which consent shall not be unreasonably withheld.
- 22.3. Each Party to this Agreement agrees:
- 22.3.1. to protect the confidential information in a manner and effort of a reasonable person protecting their own Confidential Information; and
 - 22.3.2. to use the Disclosing Party's Confidential Information only for the purposes of this Agreement; and
 - 22.3.3. to take all practical steps, both before and after disclosure, to impress upon its employees who are given access to the Confidential Information the secret and confidential nature thereof.
- 22.4. Information that is in the public domain other than such Confidential Information that has entered the public domain as a result of a breach of this Agreement, shall not be considered Confidential Information.
- 22.5. The disclosing party may at any time on written request to the Receiving party, require that the Receiving party immediately return to the disclosing party any Confidential information and any material containing, pertaining to or relating to the Confidential information. The Receiving party shall comply with this request within 7 (seven) days of receipt of such request
- 22.6. The Parties shall be entitled to disclose Confidential information to attorneys or auditors, provided that such disclosure is reasonably required by the Receiving Party for the purposes of conducting its business.
- 22.7. The Channel Partner consents to VOC being entitled at all times to contact and request information from any persons, credit bureau or businesses to obtain any information relevant to the Channel Partner's credit assessment.
- 22.8. The provisions of this clause shall survive any termination of this Agreement for whatever reason and shall endure until such time as the Confidential information comes into the public domain through no fault of the Party who received such Confidential information from the other Party, its agents or employees.

23. DATA MANAGEMENT AND PROTECTION

- 23.1. The Parties agree:
- 23.1.1. to use their best efforts, and utilise best industry practice security technologies and techniques, to keep Personal Information confidential and shall not disclose any Personal Information to any other person except as required by law, save to the extent set out herein. The Parties grant each other the right to disclose Personal Information to its Affiliates for the purposes of providing the Services;
 - 23.1.2. to only process the Personal Information in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;

- 1.1.1. that VOC shall only process the Personal Information in accordance with the Channel Partner's, alternatively the Customer's instructions from time to time and that VOC shall not process the Personal Information for any purpose other than those authorised by the Channel Partner or the Customer;
- 1.2. to not copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than providing the Services other than with the express prior written consent of the other;
- 1.3. that the Channel Partner is primarily responsible for complying with any data protection obligations imposed in terms of any law, including the common law, in relation to any Personal Information and shall obtain any consents necessary for the disclosure of Personal Information to VOC for the purposes of this Agreement;
- 1.4. that the Channel Partner shall be responsible for separating any Personal Information from any other Data provided to VOC for the purpose of providing the Service and shall designate the Personal Information as such before disclosing or otherwise making it available to VOC.
- 1.5. The Parties record that all Data, in whatever form, is the Intellectual Property of the Party to which it originally belonged and that Party retains all right, title and interest in and to the Data.

2. CESSION AND ASSIGNMENT

- 2.1. This Agreement is personal to the Parties and subject to clauses 22.2 and 22.3 below, no rights, licenses or obligations under this Agreement or as a result of this Agreement, may be assigned, ceded or transferred by either Party without the prior written approval of the other Party, unless specifically agreed to in writing, such consent not being unreasonably withheld.
- 2.2. Either Party is entitled to cede, transfer and make over its right, title, and interest in and to any and all debts and receivables due and/or payable to the other Party under this Agreement, both future and present arising under this Agreement, as security or otherwise. Each Party hereby recognises and consents to the other Party to such cession and/or transfer (including any splitting of claims that may arise).
- 2.3. Either party may assign this Agreement in whole or in part to an Affiliate, in the event of a change of controlling ownership of that Party or in the event of a sale, merger, or consolidation of the business of all or substantially all of the assets of the that Party. Written notification to such effect is required prior such assignment.

3. SAFETY AND SECURITY

- 3.1. Each Party agrees to comply with safety and security procedures notified to them by the other Party and with the requirements of the Occupational Health and Safety Act No. 85 of 1993.
- 3.2. All access to the Channel Partner or Customer sites by VOC and its employees, agents and contractors shall be respectively in terms of the Channel Partner's or the Customer's safety and security procedures, as amended from time to time.
- 3.3. The Parties shall each at their own cost and expense take whatever steps as are necessary to procure and discharge their respective obligation and rights in terms of this Agreement and applicable laws to ensure the health and safety of the other Parties' employees, agents, directors, sub-contractors and members of the public.

- 3.4. The Channel Partner shall be entitled to request VOC to remove any employee, agent or contractor from its team if it is of the reasonable opinion that such person is a security or safety risk. Any such request shall be in writing and shall stipulate the reasons why The Channel Partner believes the requested removal is necessary.

4. FORCE MAJEURE

- 4.1. Should either Party ("the defaulting party") fail to meet any of its obligations under this Agreement as a result of a Force Majeure Event, provided that each party makes all reasonable efforts to perform, then notwithstanding anything to the contrary contained or implied in this Agreement the affected obligation, as well as the other Party's counter-obligation, shall be suspended for the duration of the Force Majeure and the other Party shall not be entitled to terminate this Agreement prematurely nor shall it have any claim for damages of whatsoever nature against the defaulting party, unless the event complained of continues for 30 (thirty) consecutive days or 60 (sixty) in aggregate in any 12 (twelve) months period, in which event the other Party may terminate this Agreement on written notice to the defaulting party without liability for termination.
- 4.2. The Party affected by a Force Majeure Event shall promptly notify the other Party in writing within five (5) business days of its commencement detailing the estimated extent and duration of its inability to perform or delay in performing its obligations under this Agreement.
- 4.3. Upon cessation of the effects of a Force Majeure the Party affected by the Force Majeure shall promptly notify the other Party in writing within five (5) business days of such cessation.
- 4.4. If as a result of a Force Majeure, the ability of a Party to perform its obligations under this Agreement is affected, the affected Party shall perform those of its obligations that are not affected by the Force Majeure. In performing such unaffected obligations, the affected Party shall deploy its resources such that (when taken together with other obligations to its customers and third parties) there is no undue discrimination against the other Party.

5. DOMICILIUM CITANDI ET EXECUTANDI

- 5.1. For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, the Parties choose their *domicilium citandi et executandi* ("domicilium") as follows:

5.1.1. VOC

VO Connect (Pty) Ltd

For the Attention of The Chief Executive Officer

Office, Block C, 1st Floor 61 Bosbok Road, Sweet Thorn on Beyers, Randpark Ridge, South Africa

5.1.2. Channel Partner

Insert full legal name of Channel Partner here (Pty) Ltd

For the Attention of **Insert full name of formal recipient of notice from Channel partner**

Insert full physical address of Channel Partner here

- 5.2. Either Party shall be entitled from time to time, by written notice to the other, to vary its address to any other address which is not a post office box or *poste restante*.
- 5.3. Any notice to either Party which is -
 - 5.3.1. sent by prepaid registered post in a correctly addressed envelope to the address specified shall be deemed to have been received, unless the contrary is proved, within 14 (fourteen) days from the date on which it was posted; or
 - 5.3.2. delivered to the Party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - 5.3.3. Sent by Data messages (as defined in the Electronic Communications and Transactions Act 25 of 2002) from one party to another shall be deemed to be received by the recipient only when the recipient responds thereto, and for the purposes of this clause an auto-response shall not be a response by the recipient IT;
- 5.4. Notwithstanding anything to the contrary contained in this clause, a written notice or other communication actually received by either Party and for which written receipt has been obtained shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

6. DISPUTE RESOLUTION

Any dispute arising from the Agreement shall be subject to the following dispute resolution procedures -

- 6.1. Informal dispute resolution:
 - 6.1.1. Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 30 (thirty) days of the dispute having been referred.
 - 6.1.2. Proceedings in terms of this clause shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief; or to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors.
- 6.2. Formal Dispute Proceedings:
 - 6.2.1. Should the dispute not be informally resolved, the Parties agree that either Party may elect to refer any dispute which may arise to arbitration proceedings. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
 - 6.2.2. There shall be a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairperson for the time being of the Arbitration Foundation of Southern Africa;
 - 6.2.3. The arbitration shall be held in camera in Johannesburg, South Africa;
 - 6.2.4. The language of the arbitration shall be English;
 - 6.2.5. The arbitrator will not have authority to award punitive damages to either Party;

- 6.2.6. Each Party shall bear its own expenses, but the Parties shall share equally the fees and expenses of the arbitration tribunal;
- 6.2.7. The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause may be made an order of court at the instance of any Party to the arbitration;
- 6.2.8. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 6.3. Continued performance: Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
- 6.4. Rapid resolution of disputes: The Parties shall use their best efforts to resolve amicably any disputes arising from or in connection with this Agreement or the interpretation thereof, as rapidly as possible.
- 6.5. Excluded relief: This clause 25 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

7. GENERAL

- 7.1. This Agreement constitutes the sole record of the agreement between the Parties relating to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes all previous agreements between the Parties.
- 7.2. No variation, amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in Writing;
- 7.3. No extension of time, delay or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the Parties thereafter from exercising its rights strictly in accordance with this Agreement;
- 7.4. In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order;
- 7.5. Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable;
- 7.6. In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue and survive shall so continue and survive. In particular, but not limited to, termination or cancellation of this Agreement shall not affect any rights or duties arising under it with respect to Intellectual Property and Confidentiality.
- 7.7. The law of the Republic of South Africa shall govern this Agreement ignoring any question of conflict of laws. The Parties agree to the jurisdiction of the South African Courts.

- 7.8. Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution, and registration (if applicable) of this Agreement.
- 7.9. This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.
- 7.10. Each signatory hereto warrants that he/she has due authority to do so.

SIGNATURE	SIGNATURE
CHANNEL PARTNER Insert full legal name of Channel partner here	VOC VO Connect (Pty) Limited
Designation:	Designation:
Signed at:	Signed at:
Date signed:	Date signed:
WITNESS: [FULL NAME]	WITNESS [FULL NAME]
Signature	Signature

ANNEXURE A

ADDITIONAL OBLIGATIONS OF THE PARTIES

Add any other specialised bespoke T&C's that might be required for or by the Parties in this annexure.

In addition to any obligations that either Party has in terms of the aforesaid Terms and Conditions, they shall comply with the following additional obligations, all of which are material terms of this Agreement.

The Channel Partner shall:-

1. Conduct all business diligently and devote reasonable time and effort to the promotion and marketing of the Services / Products. This shall include the pro-active demonstration and marketing of the Services / Products;
2. Co-operate with VOC to meet any other reasonable standards of sales and support performance established by VOC, and shall at all times adhere to VOC requirements and standards;
3. Maintain an adequate number of skilled and trained sales and support personnel to be able to properly provide 1st line support, billing and administration to all its Customers in respect of the Services / Products. VOC shall in no circumstances be liable to provide such support to Channel Partner's Customers;
4. Attend training with VOC, when reasonably required to do so. The minimum training requirement per annum will be communicated to the Channel Partner from time to time;
5. Complete and submit timeously all forms required by VOC for installation of new Services / Products;
6. Ensure that the necessary and relevant Purchase Orders are submitted to VOC in a timely manner to ensure that VOC can generate invoices as per this Agreement.
7. Ensure adequate security measures to safeguard the VOC Products are implemented at the Channel Partner and/or require Customers to maintain adequate security measures;
8. Agree in advance in writing with VOC on any public campaign, including all advertising and marketing materials and press releases.

VOC shall:-

- 9.

ANNEXURE B

VOC STANDARD SCOPE OF WORK PROCEDURE REGARDING SERVICES / PRODUCTS

This standard scope of work document regarding services/products may be updated from time to time by VOC and once notification of such update is distributed to the Channel Partner, the newly updated document shall be applicable from that time onwards.

Notwithstanding the disclosures here, VOC shall be entitled in its sole discretion to amend its standard scope of work procedures in line with prevailing best practice and conditions.

SCOPE OF WORK - INSTALL AND MAINTAIN MICROWAVE SYSTEMS

1. INTRODUCTION

- 1.1. This document covers installation and maintenance of Microwave Systems, without direct supervision.
- 1.2. People credited with this unit standard are able to:
 - 1.2.1. plan and prepare for the installation of Microwave Systems;
 - 1.2.2. install Microwave Systems;
 - 1.2.3. acceptance test Microwave Systems;
 - 1.2.4. hand-over Microwave Systems to the customer;
 - 1.2.5. fault-find and repair Microwave Systems; and
 - 1.2.6. retrofit an existing telecommunications radio system installation

2. SUBFIELD:

- 2.1. Telecommunications

3. COMPANY STATUS

- 3.1. ICASA Registered

4. SPECIAL NOTES

- 4.1. This Scope of Work has been developed for learning and assessment in the workplace. The term Microwave Systems refers to the components that make up Microwave Systems and includes the more complex equipment and complete or end-to-end systems. In contrast to the Level 3 Unit 17488, Install and Maintain Microwave System(s) and Equipment, where trainees primarily work with and have responsibility for the items of plant and equipment in their immediate vicinity and under direct supervision, this Level 4 unit standard is concerned with the ability to encompass larger, more complex entities or systems. For this unit standard, the individual components may be separated by some distance; testing will include system or end-to-end tests; the work is without direct supervision; there may be supervision of others and responsibility for their work. Ability to work with this larger focus is a critical aspect of assessment against this unit standard
- 4.2. References:
 - 4.2.1. Building Act 2004;
 - 4.2.2. Electricity Act 1992;

- 4.2.3. Electricity Regulations 1997;
 - 4.2.4. Health and Safety in Employment Act 1992 and associated regulations;
 - 4.2.5. Any other applicable company Health and Safety procedures;
 - 4.2.6. Radio communications Act 1989;
 - 4.2.7. Local Body Regulations; and
 - 4.2.8. All subsequent amendments and replacements.
- 4.3. Definitions:
- 4.3.1. AM – Amplitude modulation;
 - 4.3.2. FM – Frequency modulation;
 - 4.3.3. Industry Practice – those practices which competent practitioners within the industry recognise as current industry best practice;
 - 4.3.4. LMDS – Local Microwave Distribution Systems;
 - 4.3.5. MMDS – Multi-Point Microwave Distribution Systems;
 - 4.3.6. PCS – Personal Communications Systems;
 - 4.3.7. Radio Frequency Equipment – Antennas (up to 1 meter), transmitters and receivers;
 - 4.3.8. Radio frequency plant – inter-rack cable, conduits and support systems, antenna support systems and feeders;
 - 4.3.9. Retrofit installation – retrospective installation of telecommunications equipment in an existing building;
 - 4.3.10. Specifications – Any or all detailed job descriptions, drawings and instructions;
 - 4.3.11. Manufacturers' Specifications and Instructions; and Industry Codes of practice relating to the type of cabling system being installed;
 - 4.3.12. UHF – Ultra-High Frequency;
 - 4.3.13. VHF – Very High Frequency.
- 4.4. Underpinning knowledge for this unit standard is covered by Unit 17397; Demonstrate knowledge of basic concepts of telecommunications; Unit 17494; Demonstrate basic knowledge of telecommunications radio frequency services; and Unit 18714, Demonstrate knowledge of Microwave Systems.
- 4.5. The phrase in accordance with current industry practice is implicit in all performance criteria in this unit standard;
- 4.6. Customers may be internal or external to the organisation and may include end users and clients;
- 4.7. Radio frequency systems – point to point wireless links for data, voice, video; Point-to-Multi-Point (broadcast and mobile) for AM radio, FM radio, Cellular, VHF and UHF television, Satellite, Intra-office wireless PBX systems, MMDS, LMDS, PCS, Studio Systems, Radar, Direction finding systems. Evidence of at least six (6) separate systems in one or more of the above categories is required.
- 4.8. Candidates are expected to perform the elements of this unit standard without direct technical supervision and complete responsibility for quality and quality of output. This may include responsibility for the output of others.

- 4.9. All work assessed against this unit standard must comply with the requirements of the Health and Safety in Employment Act 1992, relevant regulations and applicable site and company occupational safety and health procedures.
- 4.10. The installer is to be supplied with design specifications and/or detailed instructions regarding the installation. Installation excludes system design or layout, contract negotiations or commissioning and operational configuration adjustments required in complex network installations

5. ELEMENTS AND PERFORMANCE CRITERIA

5.1. Element 1 - Plan and prepare for the installation of microwave systems.

5.1.1. Performance Criteria

- 5.1.1.1. Evaluation of job contract, job specification, timelines and discussion with customer establish the scope and timing of the installation work.
- 5.1.1.2. Installation plan is developed in terms of available resources, required materials, timing, relevant authorities and site access and details are agreed with the customer.
- 5.1.1.3. All site occupational safety and health implications for self and others are identified and hazard control measures put in place.
- 5.1.1.4. Materials are purchased or drawn from stock and delivered to the site, in accordance with company practice.

5.2. Element 2 - Install Microwave Systems.

5.2.1. Performance Criteria

- 5.2.1.1. The fitting, mounting, location and positioning of hardware is in accordance with specifications and industry practice.
- 5.2.1.2. Range: typical hardware – cable trays, ducting, terminating blocks, cabinets, frames, connectors, feeders, antennae and microwave equipment.
- 5.2.1.3. Cabling or feeders are installed in accordance with specifications and industry practice.
- 5.2.1.4. Microwave equipment is positioned, terminated and designated in accordance with specifications and industry practice.
- 5.2.1.5. Documentation and installation progress is maintained in accordance with company requirements.
- 5.2.1.6. Photographs are marked up to reflect the as-built situation.
- 5.2.1.7. Site(s) are restored to customer expectations following completion of installation.

5.3. Element 3 - Acceptance Microwave Systems

5.3.1. Performance Criteria

- 5.3.1.1. Visual inspection confirms that all specified items have been installed as per specifications.
- 5.3.1.2. Testing confirms that cabling and feeder interconnections are to the specified terminations.

5.3.1.3. Acceptance tests for the Microwave System, including antennae alignment where appropriate are completed in accordance with specifications and industry practice and any discrepancies resolved.

5.3.1.4. Test results are recorded in accordance with specifications and customer and/or company requirements.

5.4. Element 4 - Hand-over Microwave Systems to customer.

5.4.1. Performance Criteria

5.4.1.1. The microwave systems are made available to the customer by the agreed date and in cases where it impacts upon a network or larger system, plans for the commissioning are agreed upon with the customer.

5.4.1.2. The customer is advised of demarcation points and issues and options regarding ownership and maintenance of the system.

5.4.1.3. Support materials are supplied to customers at hand-over in accordance with contract and company regulations.

5.4.1.4. Range: Support contact information, Installation photographs, Performance graphs and Test Results.

5.4.1.5. Hand-over documentation is completed in the agreed format and in accordance with customer and company requirements.

5.5. Element 5 - Fault-find and Repair Microwave Systems.

5.5.1. Performance Criteria

5.5.1.1. Observations and measurements are interpreted logically and lead to the location of radio path fault or faulty system elements or components.

5.5.1.2. Faulty elements or components are repaired to industry standards or replaced with Testing confirms restoration to full service.

5.5.1.3. Sites are restored to customer expectations following completion of repair work.

5.5.1.4. The customer is advised of the restoration of service and CRM call completed in accordance with customer and company requirements.

5.6. Element 6 - Retrofit an existing Microwave Installation.

5.6.1. Performance Criteria

5.6.1.1. Project documentation, Site Survey, and Signed Schedules are used to establish the scope of the retrofit.

5.6.1.2. Inspection and testing verifies extent and quality of existing facilities and confirms their suitability for the new project.

5.6.1.3. Faulty feeders, cables, and terminations are identified and repaired or taken out of service as required by project instructions.

5.6.1.4. Redundant feeders, cables, and terminals are re-deployed, removed or disposed of in accordance with industry practice and project instructions.

5.6.1.5. Documentation is completed in accordance with project and company requirements, same or equivalent items.

VOC STANDARD EQUIPMENT SPECIFICATION SHEET

This standard equipment specification sheet may be updated from time to time by VOC and once notification of such update is distributed to the Channel Partner, the newly updated document shall be applicable from that time onwards.

Notwithstanding the disclosures here, VOC shall be entitled in its sole discretion to utilize any equipment of its choice to deliver the Service in terms of this Agreement.

INSERT EQUIPMENT SPECS IF CHANNEL PARTNER REQUIRES THIS INFO / OR ELSE LEAVE BLANK

ANNEXURE C

PROCUREMENT REQUIREMENTS AND ORDER PROCEDURES

1. Any request for a quotation for Products set out in this Service Schedule by the Channel Partner shall be directed in writing to VOC's representative.
2. The request for a quotation shall contain at least the following information:
 - 2.1. The names, telephone numbers and e-mail addresses of the Channel Partner's contact persons;
 - 2.2. The Channel Partner's Customer contact details.
 - 2.3. The number and type of Products required.
 - 2.4. Capacity required per Service.
 - 2.5. Contract Term per Service.
 - 2.6. Aggregation Site per Service.
 - 2.7. Physical address and GPS coordinates of the Customer Premises.
 - 2.8. Any other pertinent information specifically requested by the VOC representative.
3. Wherever possible, the digital systems and platforms of VOC shall be used to speedily and efficiently prepare and conclude the quotes.
4. Each request for a quotation shall be emailed by a designated Channel Partner representative and shall reflect the date on which it is submitted to VOC
5. Upon receipt of the Channel Partner request for a quotation, the VOC representative shall provide a written quotation to the Channel Partner together with the necessary Order Form.
6. Should the Channel Partner accept the quotation, the Channel Partner shall submit a completed and signed Order Form to the VOC representative.
7. The Channel Partner and VOC agree to compile a table of Charges for any additional or non-standard installation requirements identified following the completion of the physical Site Surveys and to include these Charges as an addendum to the Order Form where applicable.
8. Should a physical site survey be required, then the Channel Partner shall provide information as set out in the prevailing physical site survey request form.

ANNEXURE D

INSTALLATION SHEETS AND SCOPING DOCUMENTS

The Parties agree to use and fill in standardised templates for site documentation. These will be updated periodically by VOC. Should the Channel Partner require bespoke templates, then such shall be developed mutually between the parties. The following standard site documents may be applicable:

- Site development template Client Side
 - Site development template Donar Side
 - Signoff template Client side
 - Signoff template Donar side
-

Insert copies of relevant templates here if Channel Partner specifically requests them, or else leave blank

ANNEXURE E

SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT

1. Support & Maintenance review

- 1.1. The support and maintenance conditions below are valid from effective date and are automatically renewed on each anniversary date. These Support and Maintenance conditions will be reviewed periodically by VOC in conjunction with the Channel Partner; however, in lieu of a review during any period specified, the current provisions will remain in effect.
- 1.2. Any amendment to this Annexure E shall require mutual agreement between the Parties and written communication this effect to all affected parties.

2. Definitions of key phrases

- 2.1. "Incident" means any event which is not part of the standard operation of a service and which causes or may cause an interruption to or a reduction in the quality of that service;
- 2.2. "Problem" means a condition often identified as a result of multiple incidents that exhibit common symptoms. Problems can also be identified from a single significant incident, indicative of a single error for which the cause is unknown, but for which the impact is significant;
- 2.3. "Service Support Contact Centre" means the single point of contact through which the Channel Partner reports incidents and problems to VOC;
- 2.4. "Gatekeeper" means the designated role within the support contact center environment to receive, categorize and route the call to the correct agent or entity and follow up as well as communicate until ticket/call closure. Can interchangeably act as an agent.

3. Logging Procedures

- 3.1. All calls shall be logged and managed centrally from the VOC Contact Centre. There are two ways in which the Channel Partner may log a call. In order of preference, they are:

- 2.1.1. **Electronic Mail:** support@voconnect.co.za

The support service is available 24 hours a day, every day of the week but email requests will only be monitored between 6 am and 9 pm weekdays. Urgent support requests between 9 pm and 6 am and weekends must be logged "telephonically."

Severity and CC number for link outages need to be added to email subject

- 2.1.2. **Telephone Number:** 087 050 1000. Select 1, This is routed to the Contact Centre during the day and to the Standby Tech after hours.

- 3.2. The following information will be required from Channel Partner when reporting an issue:

- 3.2.1. Customer Name
- 3.2.2. Customer Telephone Number
- 3.2.3. E-mail address
- 3.2.4. Description of the subject requiring assistance
- 3.2.5. CC number of each link
- 3.2.6. The SLA severity level as per point 7.2.3 below, for the link in question.
- 3.3. VOC will keep Channel Partner regularly updated until such time as the Service is restored
- 3.4. All calls will be assigned a reference number, which is valid for the life of the call and should be used when querying the status of Subscriber's service requests.
- 3.5. Only calls that have been registered and provided with a legitimate reference number will be assisted.
- 3.6. VOC reserves the right to digitally record all calls that are logged.

4. Escalation Procedures

- 4.1. In the event of a problem severely disrupting the Service/s, a service call is to be logged with VOC as described above. A technician will ensure that the matter is dealt with in the appropriate manner following the prescribed allocated time-lines.
- 4.2. In the event that the matter is not dealt with or handled in the prescribed manner, the Channel Partner may escalate the call to the VOC Manager on duty. These details may be obtained through the standby technician.
- 4.3. The Parties shall keep an escalation matrix up to date at all times, which shall contain names and contact details of each Parties prevailing Operations and Maintenance Managers; First Line contact details from the Channel Partner side; and Second and Third Line contact details from VOC's side.
- 4.4. The Parties endeavor at all times to follow "Best Practice" procedures as regards escalation. An example of a standard "best practice" escalation procedure is as follows:
 - 4.4.1. In the event of a major outage, the VOC PRTG (Monitoring of the network system) will immediately inform a VOC Technician and Channel Partner departments/personnel of the problem. This is automatically and immediately communicated to Channel Partner via Phone, SMS, WhatsApp or email. A trouble ticket will be created by the Channel Partners departments/personnel and a reference will be issued.
 - 4.4.2. A VOC Technician, having been notified via PRTG of the disrupted service, immediately begins the troubleshooting process (tests etc) to determine cause, severity and an initially estimated duration of the outage, and who will be affected by the break.
 - 4.4.3. The VOC technician will automatically log a call, in which all the results of the initial investigation are submitted.

- 4.4.4. The pre-allocated Channel Partner personnel are then notified via SMS or email of the break in services, as well as the relevant status, planned resolution and expected downtime (if known). This communication will be effected within 30 minutes of the initial PRTG advice.
- 4.4.5. The VOC Technician will immediately proceed with resolving the breakage by either making relevant internal changes on the network, physically going to the site or advising VOC appointed 3rd party technicians.
- 4.4.6. The VOC Technician will then update the log, notify the relevant Channel Partner departments/personnel of the status. The update communication between VOC and Channel Partner will be effected as soon as practically possible, but no later than 2 (two) hours from first notification.
- 4.4.7. As soon as the matter has been resolved, the VOC technician will update the log / close the call and notify the relevant Channel Partner departments/personnel. If the matter is of a nature where an immediate resolution is not forthcoming, then the logged call will be updated and Channel Partner will be provided with a full update, with approximate time-lines of final resolution.

5. Service Maintenance

- 5.1. All services and/or related components require regularly scheduled maintenance ("Maintenance Window") in order to meet established service levels.
- 5.2. These activities will render systems and/or applications unavailable for normal user interaction.
- 5.3. All VOC Maintenance window activities will be logged and identified to the Channel Partner.
- 5.4. It will be the responsibility of the Channel Partner to communicate any maintenance notifications to the Customers and they agree to communicate as such in a timely and professional manner.
- 5.5. The applications & systems provided/ supported by VOC are intended to be continuously available, excluding scheduled maintenance times.

6. Service Level Reporting

- 6.1. VOC shall submit to Channel Partner such sets of reports as may be agreed between the Parties from time to time, assessing VOC's performance during the previous Reporting Period against the Service Levels. VOC shall promptly investigate and correct failures to meet the Service Levels by:
 - 6.1.1. conducting service analyses of failures in areas for which VOC is responsible and correcting issues in a manner to minimise chances of recurrence;
 - 6.1.2. promptly reporting issues to the Channel Partner that reasonably could be expected to have a material adverse effect on Customer's operations; and

6.1.3. making reasonable written recommendations to the Channel Partner for improvement in design, supporting structure and processes.

6.2. Channel Partner agrees to correct issues or ensure that the Customer correct issues in areas for which Channel Partner, alternatively the Customer, is responsible and which prevent VOC from meeting the Service Levels, in a manner that will minimise the chances of recurrence.

6.3. The Channel Partner may request VOC in writing to prepare a root cause analyses (RCA) reporting respect of any urgent level failures, within 60 (sixty) business hours after the cause of the problem/incident has been identified. In the event that a third party supplier is required to provide the RCA, VOC will request such an RCA but will not be responsible for the content of such a report.

7. Service Level Agreement

7.1. VOC offers an Ultraband Layer 2 service, which is a dedicated, high capacity; open access carrier-grade service that delivers committed end-to-end Layer 2 Ethernet Products utilizing a combination of fiber optic infrastructure as well as licensed spectrum microwave access solution. Each Service consists of a VLAN from the Network Terminating Device (that supports Q-in-Q) to the applicable Aggregation Point, terminating via a single Ethernet port on the CPE side and redundant Ethernet ports at the Aggregation point. Delivery is via the Channel Provider's Network in accordance with VOC's Coverage Maps.

7.2. For VOC's Ultraband Layer 2 service, the following Service Level Agreement shall apply:

SEVERITY OPTIONS	CIRCUIT (Customer to Teraco Centre)	Connectivity Type	Infrastructure Connectivity Supplier	Mean time to Respond	Mean time to Repair	SLA Uptime	SLA Uptime Measurement
P1 - Urgent	VOC - Wireless Product	Licensed Microwave	VOC	15 minutes	4 Hours	99,00%	VOC - NMS reporting
P2 - High	VOC - Wireless Product	Licensed Microwave	VOC	30 minutes	8 hours	99,00%	VOC - NMS reporting
P3 - Medium	VOC - Wireless Product	Licensed Microwave	VOC	60 minutes	16 Hours	99,00%	VOC - NMS reporting
P4 - Low	VOC - Wireless Product	Licensed Microwave	VOC	24 hours	n/a	99,00%	VOC - NMS reporting

7.2.1. The measurement of Mean Time to Respond; Mean Time to Repair; and SLA downtime shall only commence after an incident or problem is logged with VOC by the Channel Partner per clause 3 of this annexure. Should such incident or problem not be logged, then the

parties agree that such unlogged downtime is deemed irrelevant to the measuring of SLA Uptimes.

7.2.2. Ultraband Layer 2 Service quality is:

7.2.2.1. Latency: <80ms

7.2.2.2. Jitter:<20ms

7.2.2.3. Packet loss <1%

7.2.3. Ultraband Layer 2 specifications are:

7.2.3.1. Technology: PTMP and PTP;

7.2.3.2. Spectrum: Licenced end to end;

7.2.3.3. Scalability: 2Mbps to 100Mbps

7.2.3.4. Duplex: FDD

7.2.3.5. Link Symmetry: Symmetric

7.2.4. Severity options are defined as follows:

Severity	Type	Definition
1	Urgent	The service is causing a total failure and rendering the service and running of the business inoperable [Critical Business Impact]
2	High	The service is problematic and causing some failures but is not seriously adversely affecting business [Moderated Business Impact]
3	Medium	The service is intermittent and needs to be further investigated, but is not causing loss of business [Minimum Business Impact]
4	Low	Informational

7.2.5. If the distance to site is more than 50 kilometers from VOC's service deployment center, then an additional 2 (two) minutes for each incremental kilometer traveled shall apply and be added to MTTR (Repair) commitments in 7.2 above.

7.2.6. All MTTR (Repair) times are subject to VOC being provided access to the site upon arrival. Unless instructed to the contrary, it is assumed that access to the site is not provided after normal office hours of the underlying client.

7.2.7. Where VOC is requested by the Channel Partner to dispatch a technical team to a Customer's premises to make a repair and it subsequently turns out that the call out was a false alarm or due to a power outage caused by the Customer, then VOC shall be entitled to charge the Channel Partner, a call-out fee, based on time wasted and travel cost incurred.

7.2.8. The monthly circuit throughput objectives are 99%. Where this objective and the Mean Time to Repair timelines, per clause 7.2 above, are not met, then the Channel Partner has the right to impose penalties per Clause 7.3 below. In no other circumstances will penalties be applied.

7.3. Penalties, if applicable, will be calculated on the monthly MRC as set out in the applicable Service Schedule, or adjusted to a monthly equivalent where any fee is payable on a basis other than monthly;

7.3.1. Where an SLA breach has occurred and penalties are applied per this annexure, then such penalties shall only be applied to the relevant problematic site's MRC for the month in which the breach occurred. In other words, no breach on an individual site or related service schedule will ever warrant a blanket penalty to all service schedules or to other sites where no breach occurred.

7.3.2. A violation is defined as VOC not meeting the required Mean Times to Repair an incident or problem.

7.3.3. On a site by site basis, where more than two violations per month have occurred **and** the monthly circuit throughput objectives for that site are not met, the following penalties may be applied for the month in which the violation occurred:

7.3.3.1. Third monthly violation = 5% of the MRC for that month; or

7.3.3.2. Fourth monthly violation = 10% of the MRC for that month; or

7.3.3.3. Five to nine monthly violations = 15% of the MRC for that month; or

7.3.3.4. Tenth to twelve monthly violations = 50% of the MRC for that month; or

7.3.3.5. Thirteen or more monthly violations = 50% of the MRC for that month and cancellation of underlying service agreement related to the site in question.

7.3.4. At the start of each new month, all service agreements and sites will be deemed to have started with zero violations for that month.

7.3.5. Before any penalty can be applied or enforced, the Channel Partner shall provide full details of the violations and the rationale for a penalty to a director of VOC in writing. VOC shall be entitled to meaningfully respond to any penalty notification and present reasonable rebuttal

arguments as to why penalties might not apply, within 5 days of such notification. Both parties endeavor to seek a fair outcome in the circumstances and to abide by the spirit of the SLA, with an emphasis on the intention per clause 7.3.5 below. If VOC and the Channel Partner cannot agree as to the nature or cause of penalties either party is entitled to call for arbitration or mediation in the matter and shall abide by such outcome.

7.3.6. The intention of this penalty clause is to ensure that the Channel Partner can be compensated, in whole or part, for any financial loss which they may occur as a result of a breach of the SLA by VOC. It is not intended to provide a mechanism for the Channel Partner to profiteer off inconsequential or immaterial technical breaches of the SLA by VOC.

7.3.7. If no written notification of a violation is received within 30 days of the end of the month in which it is claimed to have occurred, then it will be deemed that no violation occurred.

7.3.8. Penalties will not be retrospectively applied and unless invoiced within 30 days of becoming applicable in terms of this contract, will not be enforceable.

7.3.9. Penalties will be charged by means of invoice in accordance with the payment provisions in the agreement.

7.3.10. No penalties shall apply for any period prior to the date in which this contract was signed.

7.4. There shall be no Service Level Agreement or uptime commitment for VOC's unlicensed Broad Band Layer 2 services.

7.3 Exclusions

The Service Level Agreement will not be applicable in the following instances:

- Conditions that prohibit adherence to the applicable Health and Safety regulations;
- Sites which are not under VOC's control that have certain limitations regarding access. The Channel Partner must advise VOC of these limitations in writing;
- Spectrum interference on the network, if the equipment is ISM band or the Channel Partner-owned.
- VOC will not be responsible for power autonomy at any Channel Client repeat site, whether Channel Partner or third party owned equipment;
- Where regional stage II or higher electrical load shedding is implemented by Eskom;
- Where the Channel Partner, its staff, and representatives; or local personnel on site; or acts of God; or acts of theft; or acts of intimidation; or any malicious act of obstruction or obfuscation, materially prevent or compromise VOC staff from carrying out its obligations in terms of this agreement.

- No SLA applies to Layer 3 (three) services.
- SLA commitments apply only to “Last Mile” connectivity, namely from the Customers premises to the Teraco Interconnect centers.