

PRODUCT ANNEXURE - SIP TRUNKING AND CLOUD PBX

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of SIP Trunking and Cloud PBX Services provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/>. The nomenclature used in the Agreement shall apply to this Product Annexure.

DEFINITIONS

- 1.1. **CLI** – Calling Line Identification.
- 1.2. **Co-Terminus** - Two or more agreements or contracts (such as leases) so linked that both expire or terminate at the same time.
- 1.3. **PBX Services** - Private Branch Exchange.
- 1.4. **SIP trunking** - The termination of calls made to mobile and fixed line networks in South Africa and around the world.
- 1.5. **UnifyOne with Webex Application** – means a mobile application developed by the Supplier that permits voice calls to be made using data (LTE or WiFi) and also contains presence (the ability to determine a user's availability status), instant messaging and video/audio meeting functionality.

2. PBX SERVICES

- 2.1. All features of the PBX service can be added or removed from each extension forming part of the overall agreement.
- 2.2. The solution can scale up and down during the contract period and only the hardware component if applicable relating to the Service will continue to be charged for the remainder of the contract period.
- 2.3. Premium rated numbers which attract charges above the standard rates that networks charge, will be billed for separately, at the cost price thereof plus a premium for administration charges.
- 2.4. The Supplier shall indemnify the Supplier against any loss suffered by the Supplier as a result of any use, hacking or misuse of the Customer's phone system.
- 2.5. Service quality and coverage available to the Customer shall be limited to that provided by the ECNS licensors and the Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, network congestion, network quality and other causes of interference.
- 2.6. Any Customer sharing broadband, contended, best effort connectivity (e.g. ADSL, LTE, FTTH) for voice and data requirements may experience, but not limited to, the following voice related issues:
 - 2.6.1. Poor call quality;
 - 2.6.2. Dropped calls;

- 2.6.3. Slow physical handsets and soft customers (delay in dialling out);
- 2.6.4. One way audio issues;
- 2.6.5. Handsets or soft customers deregistering; and
- 2.6.6. Voice portal lock outs.
- 2.7. As the Supplier has no control over a Best Effort connectivity service, or how it performs, the Supplier cannot be held responsible for these issues. The Supplier will troubleshoot and resolve issues where possible, but without dedicated connectivity, the Supplier cannot guarantee a quality service. This applies to all Best Effort services. There will be no guaranteed time to resolve for Best Effort services.
- 2.8. The Customer acknowledges and will not hold the Supplier liable when using the Supplier's Mobile UnifyOne Application due to call quality issues experienced. The Customer further acknowledges that the quality of the application is solely dependent on the connection to the Internet via a Wi-Fi hotspot or over the Mobile Networks. Whilst the Supplier recommends using the Mobile UnifyOne Application over enterprise grade Wi-Fi and LTE networks, it still cannot control the user experience as these networks can become congested and are susceptible (in the case of Wi-Fi) to interference.
- 2.9. It shall not hold the Supplier, any of its employees, directors or agents liable for any non-availability of the Services or for any other reason.
- 2.10. For both SIP Trunking and PBX purposes the Supplier reserves the right to register Customer numbers with TrueCaller to avoid these numbers being displayed as SPAM by the TrueCaller Application. Notwithstanding this clause 2.10, the Supplier takes no responsibility for numbers appearing on TrueCaller and will not be liable for any losses incurred by the Customer should this occur.

3. HANDSETS

- 3.1. In the case of additional handsets being deployed during the contract period the following is applicable:
 - 3.1.1. In the case of new contracts for Services contained in this Annexure, the Supplier shall always provide new handsets.
 - 3.1.2. In instances where a contract is extended, renewed or novated or where the Supplier is required to replace a damaged handset or supply additional handsets on a co-terminus basis, it reserves the right to supply refurbished handsets or continue using existing handsets.

4. SOFTCUSTOMERS

- 4.1. The Customer acknowledges and agrees that upon ordering UnifyOne with Webex softcustomer's, the use of UnifyOne is subject to the following Cisco terms:
 - 4.1.1. Cisco End User License Agreement for the Cisco customer software installed by end user: www.cisco.com/go/eula
 - 4.1.2. Cisco Privacy Data Sheets for Webex Meetings and Webex Teams:

<https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/collaboration/cisco-webex-meetings-privacy-data-sheet.pdf>

5. SIP TRUNKING SERVICES

5.1. The Customer acknowledges and agrees that:

- 5.1.1. It is responsible for all charges attributable to its account incurred with respect to the Services. It agrees to notify the Supplier immediately in writing via support@saicom.io or by calling the Supplier customer care line at +27 10 140 5050, if the customer becomes aware at any time that Services are being stolen or fraudulently used. It is responsible for all usage charges attributable to its account, even if incurred as a result of fraudulent or unauthorized use by third parties, until it reports the theft or fraudulent use of the Services. It is solely responsible for securing all passwords and access numbers to guard against and prevent unauthorised access to Services by third parties. The Supplier may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. It agrees to save, defend, indemnify and hold the Supplier harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorised use.
- 5.1.2. It shall keep all of its systems secure and its passwords sufficiently complex to prevent hacking.
- 5.1.3. It shall ensure that its PBX and systems are free from known vulnerabilities.
- 5.1.4. That the hacking of phone systems is a major problem and that third parties are continually attempting to hack into PBX and phone systems in order to transmit fraudulent traffic. The Customer acknowledges that it will take all necessary measures to protect its systems from such attacks and abuse and that it shall be liable to the Supplier for any traffic which emanates from its telephony system and public or private IP address allocated to the customer.
- 5.1.5. Premium rated numbers which attract charges above the standard rates that networks charge, will be billed for separately, at the cost price thereof plus a premium for administration charges.
- 5.1.6. It shall indemnify the Supplier against any loss suffered by the Supplier as a result of any use, hacking or misuse of the Customer's phone system.
- 5.1.7. The Supplier may attempt to limit such loss, but is not obligated to, from hacking by suspending service and/or blocking certain number ranges and/or country codes. Notwithstanding such attempts by the Supplier to prevent such fraud, it shall in no way be held liable should it fail to prevent any such fraud and the Customer remains solely and absolutely liable in respect of all traffic sent to the Supplier from its telephony system.
- 5.1.8. Service quality and coverage available to the Customer shall be limited to that provided by the ECNS licensees and the Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, network congestion, network quality and other causes of interference.
- 5.1.9. Any Customer sharing broadband, contended, best effort connectivity (e.g., ADSL, LTE or FTTH) for voice and data requirements may experience, but not limited to, the following issues:
 - 5.1.9.1. Poor quality;
 - 5.1.9.2. Dropped calls;
 - 5.1.9.3. Slow phones (delay in dialling out);
 - 5.1.9.4. One way audio issues;

- 5.1.9.5. Phones deregistering; and
- 5.1.9.6. Voice portal lock outs.
- 5.2. As the Supplier has no control over a Best Effort service, or how it performs, the Supplier cannot be held responsible for these issues. The Supplier will troubleshoot and resolve issues where possible, but without dedicated connectivity, the Supplier cannot guarantee a quality service. This applies to all Best Effort services. There will be no guaranteed time to resolve a Best Effort service.
- 5.3. The Customer agrees that all traffic running through the Customer's SIP trunk must be originated locally in South Africa and be presented with a local CLI on termination to the various South African fixed and mobile operators.
- 5.4. Should any calls originate outside South Africa with an international CLI these calls will be charged at a premium rate governed outside of this agreement at a minimum of R3 per minute. In this instance, the Customer will also be liable for any damages that the Supplier may incur as a result of spoofing and/or a misrepresentation of any originating numbers (also known as "A numbers").
- 5.5. It shall not hold the Supplier, any of its employees, directors, or agents liable for any non-availability of the Services or for any other reason.
- 5.6. For both SIP Trunking and PBX purposes the Supplier reserves the right to register Customer numbers with Truecaller to avoid these numbers being displayed as SPAM by the True Caller Application. Notwithstanding this clause 5.6, the Supplier takes no responsibility for numbers appearing on Truecaller and will not be liable for any losses incurred by the Customer should this occur.

6. WHOLESALE SIP TRUNK CHANNEL COSTS

- 6.1. The Supplier will Zero-Rate the cost of SIP Trunk Channels for Wholesale SIP trunks only. The following conditions are required for SIP Trunk Channels to be zero-rated:
 - 6.1.1. The Customer has their own Session Border Controller (SBC), Softswitch or PBX to be used for aggregation of voice break-in and break-out.
 - 6.1.2. Average ASR of 60% for any given period where calls are made on the Suppliers Network.
 - 6.1.3. CAPS will be limited to 20 Call Attempts Per Second. Additional CAPS will be reviewed per Customer requirement.
 - 6.1.4. The Customer will be supplied with a single aggregation SIP trunk. Should the Customer require SIP Trunks per Subscriber/Branch/Customer, Enterprise SIP trunk Services will be required and charged at the Suppliers Standard rates.
- 6.2. Should the Supplier deem the SIP trunk agreement to not be economically feasible, The Supplier reserves the right to charge for SIP Trunk Channels by giving one month's written notice. The cost of a SIP Trunk channel has a minimum charge of R35 per channel configured.

7. UNCAPPED VOICE BUNDLE

- 7.1. An Uncapped Voice Bundle is only available per extension with the Supplier's Hosted PBX solution.

- 7.2. This product is not available for call centres.
- 7.3. The service may not be used in conjunction with bulk outbound calling applications / diallers, an example of which is a call centre solution.
- 7.4. Excludes calls to premium numbers, international destinations and special service numbers including 0860, 0861, 0800 numbers.
- 7.5. Fair use policy to apply in cases of high usage and/or abuse of benefits. The Supplier will monitor costs and revenue associated with outbound and inbound calls and once high usage and/or abuse has been detected, the Supplier reserves the right to cancel the Uncapped Voice Bundle and standard call rates will apply.

8. CALL RECORDING

- 8.1. The Supplier's Call Recording platform is priced in the following manner:
 - 8.1.1. A cost per month, per user, that enables call recording.
 - 8.1.2. A monthly storage cost per minute stored on the Supplier Call Recording platform. This storage cost will be indicated on the quote / Proposal.
 - 8.1.3. The Call Recording storage costs are subject to annual price increases by the Suppliers Call Recording partner. These price increases will be communicated with a 1 month notice period.
 - 8.1.4. Should the Customer choose to bulk download, bulk download and delete or delete stored Call Recordings from the Suppliers Call Recording platform, the cost model to bulk download is as follows;
 - 8.1.4.1. Bulk download only = 4 times monthly storage Tier cost plus a setup cost per request.
 - 8.1.4.2. Bulk download and delete = 5 times monthly storage Tier cost plus a setup cost per request.
 - 8.1.4.3. Delete only = 3 times monthly storage Tier cost plus a setup cost per request.
 - 8.1.5. The Customer will allow the Supplier 4 to 6 weeks for the bulk downloaded Call Recordings to be made available for download via Secure FTP (SFTP) or the Customer may supply a physical storage device for the downloaded Call Recordings to be saved to.

9. CUSTOMER RESPONSIBILITIES

- 9.1. The Customer is required to provide a safe and secure location on the Customer Premises to house the Supplier's equipment. The Supplier requires that the location where its equipment will be terminated, be adequately ventilated, and secured with access to electrical points: for example, a small server room with acceptable cooling or ventilation and sufficient space would suffice.
- 9.2. The Customer is required to provide a working LAN (Local Area Network) as specified in the Site Readiness document that will be provided as part of the installation of Cloud PBX services.

- 9.3. If the Supplier's installation team or contractors arrive onsite, and a working LAN is not available at the time of installation, the supplier reserves the right to charge for additional installation costs on a time and material basis.

END OF ANNEXURE