

## PRODUCT ANNEXURE - OMNICONTRACT

### 1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of OmniContact 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/>, as well as the relevant third-party providers availability, response times and support procedures relating to the OmniContact product located at <https://www.qcontact.com/about-us/legal/service-level-agreements>.

The nomenclature used in the Agreement shall apply to this Product Annexure.

### 2. DEFINITIONS

2.1. **Data** – information stored on the system – such as contact details, conversation history, opportunities, and cases

2.2. **Media** – attachments to data – such as e-mail attachments and uploaded files

2.3. **Call Recordings** – recordings of telephone calls made through the system

2.4. **Video Recordings** – recordings of video calls made through the system

2.5. **Recordings** – Call Recordings and Video Recordings

2.6. **Storage** – Data, Recordings, and Media

### 3. OMNICONTRACT SERVICES

3.1. Saicom OmniContact provides a platform for managing the Customer's own CRM & Communication needs. The Service is not intended for other uses, such as but not limited to, using the platform as a file hosting service, video sharing platform or CPaaS platform.

3.2. Customers and their Authorised Users may not distribute or upload any files via OmniContact that are corrupted or that contain any backdoors, bugs, logic bombs, malware, ransomware, selfpropagating programs, viruses, worms, Trojan horses, and any other code that manifest contaminating or destructive properties (collectively, "Viruses").

- 3.3. The Services contained in this Product Annexure are for the Customer's own internal business purposes and to provide business communication systems only.
- 3.4. When accessing the Services, the Customer and the Authorised Users may not, and must not:
- 3.4.1. attempt to undermine the integrity or security of the underlying system;
  - 3.4.2. use or misuse the Services in any way which may impair the functionality of the underlying system or impair the ability of any other user to use the Services.
- 3.5. The Supplier reserves the right to monitor usage by each Customer and all Authorised Users, in general, by way of audits or otherwise, during each Customer contract period for the purpose of, among other things, ensuring compliance with the Contract Documents. Any such audit may be carried out by the Supplier, or its authorised representative.

#### 4. FILE STORAGE

- 4.1. Saicom OmniContact provides free Storage to the Customer subject to a fair use policy of 70GB per licensed user. This would be enough storage to retain 12 months of call recordings based on 7 hours per day, 5 days per week for 52 weeks of the year, as well as 15GB of other content and uploads. Storage usage in excess of this fair use policy is billed to the Customer and is priced per GB per month, at the Licensor's then applicable rate per GB.
- 4.2. Data is not metered and therefore does not count towards the Customer's Storage usage, there are however limits to the resources the Customer can consume. If the Customer exceeds these limits, QContact reserves the right to request that the Customer adjust its usage.
- 4.3. The Customer may setup retention policies to automatically delete Recordings after a certain period. Recordings may also be automatically uploaded to a Cloud Storage provider of the Customer's choice. At present the following providers are supported: Amazon AWS, Google Cloud, Azure, SharePoint, SFTP and Sharefile. There is no charge for this service provided it is activated before the recording is made.
- 4.4. Saicom OmniContact stores the Customer's Recordings by default in instant access **Hot Storage**. This provides the Customer with instant access 24 hours per day. The Customer may also elect to set automatic lifecycle policies to move its Recordings to **Cold Storage**. Any data moved to **Cold Storage** counts as 10% of the data stored towards the Customer's

total usage. For example, if the Customer has 1000GB in Hot Storage, and 5000GB in Cold Storage, the total usage as far as our fair use policy quota would be 1500GB.

- 4.5. There is no charge for moving your Recordings to cold storage as part of a lifecycle policy, however there is a minimum storage duration of six months.
- 4.6. There is no charge for retrieving Call Recordings subject to fair use of up to 500,000 recordings retrieved per month held in Hot Storage and up to 10,000 recordings retrieved per month held in Cold Storage. The Customer will be billed an average fee per additional retrieval in excess of these limits.
- 4.7. Call Recordings held in Cold Storage can take up to 15 hours to retrieve. Call Recordings held in Hot Storage are instantly available on demand.

## 5. NETWORK / API USAGE

- 5.1. There is no charge for API access. The Licensor reserves the right to limit the number of concurrent requests being made, or the number of requests being made per second, in line with the Customer's licensed user count.
- 5.2. There is no charge for data transfer – regardless of whether accessing Data, Call Recordings, Video Recordings or Media Storage.

## 6. EMAIL

- 6.1. Saicom OmniContact provides an email service designed for one-to-one communication. There is no charge for e-mail, there is however, a use limit of 1,000 e-mails per day per user, to ensure the Service is not being used for bulk or unsolicited marketing.
- 6.2. A bulk sender system is available for the sending of mass updates to customers; however, it is important to note this is for e-mailing customers the Customer has consent to contact via e-mail. This service comes with a limit of 1,000 messages per day. This may be increased on request.
- 6.3. If the Customer is sending e-mails through its Office 365 subscription, the above limits do not apply, and instead Office 365 limits apply.

6.4. The e-mail service provider requires you maintain a bounce rate of under 10% and spam complaint rate of under 0.1%. For legitimate one-to-one messaging or consented mass mailing.

## 7. FACEBOOK

7.1. Saicom OmniContact imposes no rate limits or costs on using Facebook.

7.2. Facebook, however, limits requests to their API on a per-page basis. At present this is 4800 requests per engaged user.

## 8. WHATSAPP

8.1. Subject to the below, WhatsApp is provided free-of-charge to our Customers, however Facebook do charge messaging fees for certain types of template messages. Details of how conversational pricing works are detailed at Conversation-Based Pricing – WhatsApp Business Platform (facebook.com). Details of template messaging costs are outlined at Pricing – WhatsApp Business Platform (facebook.com) : -

8.1.1. no setup fee;

8.1.2. no monthly fees for your first number;

8.1.3. Additional numbers you wish to activate for WhatsApp are charged at **R500/month**;

8.1.4. WhatsApp template message fees are at (e.g., for SA numbers this is **USD 0.04 = ZAR 0.60** dependant on US exchange rate).

8.2. The Supplier reserves the right to change the pricing and delivery terms, should the Licensor affect any such changes. Pricing can further be affected and subject to change, based on international exchange rates.

### 8.3. Marketing Utility and Authentication Conversations

8.3.1. Marketing, utility, and authentication conversations are opened when you send an approved marketing, utility, or authentication template message to a customer and no open conversation with that category exists between you and that customer.

8.3.2. For example, if an open authentication conversation exists between you and a customer and you send them another authentication template message within 24 hours, a new conversation is not opened. If you send them a marketing message, however, a new marketing conversation is opened, resulting in two open conversations.

8.4. WhatsApp Business API conversations fall into two categories that are priced differently:

8.4.1. **User-initiated:** A conversation that initiates in response to a user message. Whenever a business replies to a user within the 24-hour customer service window, that message will be associated with a user-initiated conversation. Businesses can send free-form messages within this 24-hour customer service window.

8.4.2. **Business-initiated:** A conversation that initiates from a business sending a user a message outside the 24-hour customer service window. Messages that initiate a business-initiated conversation will require a message template.

8.4.3. All conversations are measured in fixed 24-hour sessions. A conversation starts when the first business message in a conversation is delivered, either initiated by the business or in reply to a user message. Businesses and users can exchange any number of messages, including template messages, within a 24-hour conversation session without incurring additional charges. Each 24-hour conversation session results in a single charge. Charges for conversations are based on the user's country code. A user here is defined as the customer that your business is communicating with. Rates for business-initiated and user-initiated conversations vary by country or region.

8.5. **Meta Adjustment**

8.5.1. **Free Tier Conversations**

Each WhatsApp Business Account gets 1,000 free service conversations each month across all of its business phone numbers. This number is refreshed at the beginning of each month, based on WhatsApp Business Account time zone. Please note, Marketing, utility and authentication conversations are not part of the free tier Conversations.

8.5.2. **Government applications**

Government applications for WhatsApp services need to adhere to a specific META vetting process, this audit process must be applied for using the below link. Please note that Government WhatsApp services attract additional META setup and usage fees.

Please note that Government entities require preapproval by WhatsApp and will incur an additional annual fee – which will be passed on to the Customer.

### 8.5.3. Whatsapp Number Portability

Fees applicable to conversions are in accordance with the pricing set by META: [Pricing - WhatsApp Business Platform \(facebook.com\)](#)

8.5.4. Numbers can either be provided by OmniContact or you can use your existing numbers.

8.5.5. If a number is currently in use in the WhatsApp or WhatsApp Business apps, this number can be migrated to the Supplier's platform by temporarily deactivating the number from the app before the migration.

8.5.6. If a number has already been migrated to WhatsApp Business API by another provider, then at present this number is not portable.

8.5.7. If your number is already on WhatsApp Business API with another provider, the Supplier can still integrate with OmniContact, however the billing of the service will be controlled by the existing provider rather than OmniContact. OmniContact currently has integrations available with InfoBIP, MessageBird, Twilio & Karix.

## 9. COMMUNICATIONS AI

9.1. You may not use any of our Communication AI functionality in an artificial manner or unintended manner – for example using free CAI functionality as an API to any third-party system. Artificial or highly inflated usage of CAI may result in the Licensor suspending the CAI service.

9.2. Call transcription is limited to a fair-usage policy of 5000 minutes per licensed user per month. Restricted user licenses do not accrue any transcription minutes. Minutes are pooled across the total number of fully licensed users in the system. For example if you have 100 user licenses and 50 restricted licenses, you would have an allowance of 500,000 minutes for transcription per month included in your CAI license fees. The Licensor reserves the right to levy an overage fee for usage above this amount. Licensor overage rates can be provided on request.

- 9.3. All usage is treated the same way as any other telephony / SMS / WhatsApp expense. It's subject to change, please be aware if OpenAI/Azure changes their pricing, or the Rand falls further against the dollar. Pricing is based on the rate of exchange.

## 10. TELEPHONY (VOICE & SMS)

- 10.1. If you are using your own telephone carriers, we place no limits on your usage of their service.
- 10.2. If you are using the Supplier provided telephone service, all telephony usage is billed in arrears.

## 11. MAINTENANCE

- 11.1. The Licensor shall maintain the platform and shall where practicable give to the Customer at least 10 Business Days' prior written notice of maintenance that is likely to affect the availability of the Services or are likely to have a material negative impact upon the Service. The following maintenance services are provided by the Licensor:

- 11.1.1. Application of security updates as soon as practically possible without interruption to service. Critical security updates required may result in interruption to service, and may be provided without notice where this is required to maintain the integrity and security of the platform.
- 11.1.2. third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Licensor may, acting reasonably, decide not to apply any particular third-party security Update.
- 11.1.3. security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update.

## 12. BILLING STRUCTURE

- 12.1. On signing up for the Services referred to in this Product Annexure, the Customer will receive a bill for the non-recurring upfront costs.
- 12.2. All monthly recurring costs will be billed in arrears.
- 12.3. Each month the Customer will be billed for the maximum number of unique users that login during a calendar month and interact with QContact Channels in the QContact Departments configured on the platform.

12.4. QContact reserves the right to increase the monthly user license fee by the South African CPI at the end of the relevant Order Term.

### 13. CANCELLATION AND TERMINATION

13.1. At the end of the Term recorded in the applicable Order, unless otherwise agreed, the Supplier will retain all Storage for a period of 30 days during which time you can request a bulk export of your Storage. The Customer is required to request this within 25 days of termination and is subject to the same fair-use policy/additional charges as usage inside your contract term.

13.2. The Customer agrees to bound by and accepts that its use of the Services recorded in this Product Annexure is subject to the WhatsApp Business Solution Terms (currently available at: <https://www.whatsapp.com/legal/business-solution-terms>), which incorporates without limitation, the WhatsApp Business Terms of Service collectively, the "TOS", (currently available at <https://www.whatsapp.com/legal/business-terms/> ) as varied by this Product Annexure. In the event of any conflict or inconsistency between the provisions of this Annexure and the provisions of the TOS, the provisions of this Product Annexure will take precedence, but only to the extent of such conflict or inconsistency.

13.3. Should you wish to cancel the Services, notice of such cancellation must be provided to the Supplier in writing. Without limiting the Suppliers termination rights under Supplier terms and conditions located at <https://saicom.io/>, the Services under this Product Annexure may be terminated by (a) either party with or without cause upon thirty (30) days' advance written notice to the other party.

END OF ANNEXURE