

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/> together with the relevant licensor specific documentation referred to in and located at <http://www.microsoft.com/licensing/docs>. When using any Microsoft licenses for the consumption of Services referred to in this Annexure, the Customers use thereof shall at all times remain governed by the [Microsoft Customer Agreement](#) signed with Microsoft. 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. **End-User** – means the actual individual using the Products/Services under this Product Annexure.
- 1.4. **PBX Services** - Private Branch Exchange.
- 1.5. **SIP trunking** - The termination of calls made to mobile and fixed line networks in South Africa and around the world.
- 1.6. **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 Customer 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. International call rates are subject to fluctuation and are not quoted on a fixed or standard rate basis. As these rates are regularly updated, in the event that the Customer requires visibility of the current international call rates at any time, these can be requested from the Supplier support or sales team.
- 5.1.7. 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.
- 5.1.8. 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.
- 5.1.9. 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.

5.1.10. 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:

5.1.10.1. Poor quality;

5.1.10.2. Dropped calls;

5.1.10.3. Slow phones (delay in dialling out);

5.1.10.4. One way audio issues;

5.1.10.5. Phones deregistering; and

5.1.10.6. 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. UNCAPPED VOICE BUNDLE

- 6.1. An Uncapped Voice Bundle is only available per extension with the Supplier's Hosted PBX solution.
- 6.2. This product is not available for call centres.
- 6.3. The service may not be used in conjunction with bulk outbound calling applications / diallers, an example of which is a call centre solution.
- 6.4. Excludes calls to premium numbers, international destinations and special service numbers including 0860, 0861, 0800 numbers.
- 6.5. 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.

7. CALL RECORDING

- 7.1. The Supplier's Call Recording platform is priced in the following manner:
 - 7.1.1. A cost per month, per user, that enables call recording.
 - 7.1.2. A monthly storage cost per minute stored on the Supplier Call Recording platform. This storage cost will be indicated on the quote / Proposal.
 - 7.1.3. 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.
 - 7.1.4. 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;
 - 7.1.4.1. Bulk download only = 4 times monthly storage Tier cost plus a setup cost per request.
 - 7.1.4.2. Bulk download and delete = 5 times monthly storage Tier cost plus a setup cost per request.
 - 7.1.4.3. Delete only = 3 times monthly storage Tier cost plus a setup cost per request.

- 7.1.5. 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.

8. BILLING

- 8.1. All costs and quantities quoted in a Proposal are provisional and based on information, estimates, or data provided by the Customer to Saicom. The final quantities of licences, devices, and related Services deployed at the Customer Site(s) will be determined during the deployment phase by the assigned Saicom Project Manager in consultation with the Customer's designated representative.
- 8.2. The Customer acknowledges and agrees that all licences, devices, and Services deployed or provisioned based on the information and instructions provided by the Customer will be deemed authorised and will be billable accordingly. The Customer shall remain responsible for the accuracy and completeness of the information supplied to Saicom for the purposes of deployment.
- 8.3. If the actual quantities of licences, devices, products and/or Services required by the Customer, or deployed, provisioned, activated or supplied by Saicom, differ from those set out in the Proposal, Saicom shall be entitled to charge the Customer for the actual quantities so deployed, provisioned, activated or supplied, and no additional approval from the Customer or new signed Order shall be required. The Customer agrees that Saicom's records of deployment, provisioning, activation, supply and billing shall, save in the case of manifest error, be used as the basis for determining the quantities billable to the Customer. This applies whether the difference arises from inaccurate, incomplete or updated information provided by the Customer, or from implementation in accordance with the Customer's requirements, requests or instructions. No refunds, credits or reversals shall be granted for licences, devices, products or Services so deployed, provisioned, activated or supplied, including where the Customer later determines that they are unnecessary or unused.
- 8.4. **SIP TRUNKING COSTS**
- 8.4.1. All billing is done in advance except for out-of-bundle ("OOB") billing which will be done in arrears.
- 8.4.2. SIP Trunk channels shall be billed at a minimum of R35 per configured channel per month (excluding VAT).
- 8.4.3. Capping and notifications are provided on a best-effort basis and do not relieve the Customer of its responsibility to monitor usage.

8.4.4. 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:

8.4.4.1. The Customer has their own Session Border Controller (SBC), Softswitch or PBX to be used for aggregation of voice break-in and break-out.

8.4.4.2. Average ASR of 60% for any given period where calls are made on the Suppliers Network.

8.4.4.3. CAPS will be limited to 20 Call Attempts Per Second. Additional CAPS will be reviewed per Customer requirement.

8.4.4.4. 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.

8.4.5. The Supplier may increase the costs of the SIP Trunking Services where upstream carrier or regulatory costs increase, on one month's written notice. The Customer shall be entitled to terminate the affected Services on written notice prior to the effective date of such increase.

8.5. CLOUD PBX COSTS

8.5.1. Cloud PBX Services shall be billed monthly in advance based on the number of User licences, extensions, or feature bundles provisioned on the billing date.

8.5.2. Any increases in User licences, extensions, or add-on services during a billing month shall be billed pro-rata from the date of activation to the end of that billing month. Decreases shall take effect from the following billing month unless otherwise agreed in writing.

8.5.3. Call charges (including local, national, mobile, international, and premium rate calls) shall be billed monthly in arrears based on actual usage recorded by the Supplier's call detail records (CDRs).

8.5.4. Optional services, add-ons, integrations, recording storage, and third-party services shall be billed monthly in advance unless usage-based, in which case they shall be billed in arrears.

8.5.5. The Supplier reserves the right to apply fair usage policies and may suspend or restrict Services in cases of excessive, fraudulent, or abnormal usage.

8.5.6. The Supplier may suspend Cloud PBX Services for non-payment in accordance with the Master Services Agreement.

9. CUSTOMER RESPONSIBILITIES

9.1. **RICA: The Customer is required to keep records of the individual users of the Products and Services referred to in this Product Annexure. When the Customer assigns numbers/extensions to an individual pursuant to the receipt of the Products and Services referred to in this Product Annexure, it is the Customer's responsibility to maintain the following records of the End-User/s, in compliance with RICA:**

9.1.1. **Full name, identity number, residential address and postal address of the End-User assigned with the numbers/extensions;**

9.1.2. **a certified photocopy (of the front and back) of the End-User's identification document, on which his or her photo, full names and identity number appear; and**

9.1.3. **proof of residential address of the End-User**

9.2. 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.

9.3. 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.

9.4. 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