

PRODUCT ANNEXURE - CRM AND TELEPHONY INTEGRATION SERVICES

1. INTRODUCTION

- 1.1. This Product Annexure sets out the legal framework for the provision and use of the Integration 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 Red Cactus terms and conditions located at <https://www.redcactus.cloud/en/terms-and-conditions>. Where the Integration connects to a Microsoft, Cisco or other third-party CRM or telephony platform, the Customer's use thereof shall at all times remain governed by that third party's own licensing terms. The nomenclature used in the Agreement shall apply to this Product Annexure.
- 1.2. The Integration Services are a middleware layer only. They do not constitute, and are not a substitute for, the Customer's underlying Telephony Services or CRM licence, both of which must be separately and validly held by the Customer, whether from the Supplier or a third party.

2. DEFINITIONS

- 2.1. **CRM** – means the Customer Relationship Management software platform used by the Customer (whether licensed from the Supplier or a third party) into which the Integration connects.
- 2.2. **End-User** – means the actual individual using the Products/Services under this Product Annexure.
- 2.3. **Integration** – means the connection established via the Red Cactus Platform between the Customer's Telephony Services and its CRM, enabling functionality such as click-to-dial, screen pop, call logging and related features.
- 2.4. **Red Cactus** – means Red Cactus B.V., the third-party licensor and developer of the Red Cactus Platform.
- 2.5. **Red Cactus Platform** – means the integration software platform developed and operated by Red Cactus, which the Supplier makes available to the Customer on a licensed basis to connect the Customer's Telephony Services with its CRM.
- 2.6. **Telephony Services** – means the Customer's SIP Trunking, PBX, or other voice services (whether provisioned by the Supplier or a third party) which are connected to the CRM via the Integration.

3. INTEGRATION SERVICES

- 3.1. The Red Cactus Platform is a third-party software platform, owned and developed by Red Cactus, which the Supplier makes available to the Customer on a licensed basis to integrate the Customer's Telephony Services with its CRM.
- 3.2. The Integration may, depending on the package selected by the Customer and the capabilities of the Customer's chosen CRM, provide functionality including click-to-dial, screen pop, automated call logging, presence, call recording linkage and reporting into the CRM.
- 3.3. All features of the Integration can be added to or removed from each licensed user forming part of the overall agreement, and the solution can scale up and down during the contract period.
- 3.4. The Customer acknowledges and agrees that the Integration is dependent upon, and can only operate where the Customer holds, valid and active Telephony Services and a valid and active CRM licence, each procured and maintained by the Customer independently of this Product Annexure.
- 3.5. The Supplier has no control over the performance, availability, configuration or version of the Customer's chosen CRM platform, and shall have no liability for any interruption, degradation or loss of Integration functionality arising from the Customer's CRM, including where the CRM provider changes, deprecates or restricts its application programming interfaces (APIs).
- 3.6. Where the Customer changes, upgrades or migrates its CRM platform or version, or where a third-party CRM provider changes its API in a manner that affects the Integration, the Supplier reserves the right to charge the Customer for any reconfiguration work required on a time and material basis.
- 3.7. Service quality and coverage available to the Customer shall be limited to that provided by the underlying Telephony Services and CRM platform, and the Integration may from time to time be adversely affected by network congestion, connectivity quality, and other causes of interference over which the Supplier has no control.
- 3.8. 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 CRM, Telephony Services, or the Integration.
- 3.9. 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.

4. SECURITY, DATA AND COMPLIANCE

- 4.1. The Red Cactus Platform is designed and operated by Red Cactus on a security-by-design basis. Notwithstanding this, the Customer remains solely responsible for securing all passwords, API credentials and access rights used to connect its CRM and Telephony Services to the Integration, and for preventing unauthorised access by third parties.
- 4.2. Personal information transmitted through the Integration between the Telephony Services and the CRM (including caller data, call metadata and, where applicable, call recordings) is processed by Red Cactus as a sub-processor of the Supplier, in accordance with Red Cactus's published data and privacy documentation. The Customer remains the responsible party (as defined in the Protection of Personal Information Act, 2013) in respect of any personal information of its End-Users processed through the Integration, and is responsible for ensuring that its use of the CRM and Integration complies with POPIA and any other applicable data protection legislation.
- 4.3. The Customer shall provide the Supplier and Red Cactus with such access, API credentials and reasonable co-operation as is necessary to configure, maintain and support the Integration.

5. DURATION AND TERMINATION

- 5.1. The minimum period of any Order for the Integration Services (the "Initial Term") shall be twelve (12) months, in line with the minimum term applicable to the Supplier's own licensing arrangement with Red Cactus.
- 5.2. Each Order for the Integration shall automatically renew for successive 12-month periods unless either party gives written notice of non-renewal at least one calendar month before the end of the then-current term, as provided for generally in the Agreement.
- 5.3. The data processed by Red Cactus as a sub-processor of the Supplier in connection with the Integration will be deleted from Red Cactus's systems within 8 (eight) weeks of the cancellation or termination of the Integration, being the timeframe within which Red Cactus deletes such data under its own processing terms. This clause supplements, and to the extent of any inconsistency takes precedence over, the standard data retention and deletion provisions of the Agreement in respect of data processed through the Integration.
- 5.4. The Customer acknowledges that the Supplier's remedy in respect of any failure by Red Cactus to meet its 99.8% availability commitment for the Red Cactus Platform is limited to termination of the Supplier's underlying agreement with Red Cactus, and that no service credits are available in respect of any such failure. Accordingly, no service credits shall be payable to the Customer in respect of the availability of the Integration.

6. BILLING

6.1. 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 and related Services deployed will be determined during the deployment phase by the assigned Saicom Project Manager in consultation with the Customer's designated representative.

6.2. The Customer acknowledges and agrees that all licences and Services deployed or provisioned based on the information and instructions provided by the Customer will be deemed authorised and will be billable accordingly.

6.3. If the actual quantities of licences 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.

6.4. INTEGRATION COSTS

6.4.1. The Integration shall be billed monthly in advance based on the number of licensed users provisioned on the billing date.

6.4.2. A once-off setup and configuration fee shall apply to the initial implementation of the Integration, as set out in the Proposal.

6.4.3. Any increases in licensed users 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.

6.4.4. Reconfiguration work required as a result of a change to the Customer's CRM platform, version, or API (as contemplated in clause 3.6) shall be billed separately on a time and material basis.

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

6.4.6. The Supplier may suspend the Integration for non-payment in accordance with the Master Services Agreement.

6.4.7. The Supplier may pass through, on not less than 45 days' written notice, any increase in the licence fees or costs charged to the Supplier by Red Cactus that relate to the Integration, being the notice period the Supplier requires to exercise its own

rights against Red Cactus in respect of such an increase. The Customer shall be entitled to terminate the affected Services on written notice prior to the effective date of such increase.

7. CUSTOMER RESPONSIBILITIES

- 7.1. The Customer is required to maintain, for the duration of this Product Annexure, valid and current Telephony Services and a valid and current CRM licence, and acknowledges that the Integration cannot be provided without such underlying services and licensing.
- 7.2. The Customer is responsible for the configuration, security and administration of its own CRM environment, including user access, permissions and any settings that may affect the performance of the Integration.
- 7.3. The Customer shall notify the Supplier promptly in writing, via support@saicom.io, of any planned change to its CRM platform or version that may affect the Integration.

END OF ANNEXURE