

PRODUCT ANNEXURE - MICROSOFT TEAMS ATTENDANT CONSOLE (HEEDIFY)

1. INTRODUCTION

- 1.1. This Product Annexure sets out the legal framework for the provision and use of the Attendant Console 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 Heedify terms of service located at <https://heedify.io/terms/> and the relevant Microsoft licensing documentation located at <http://www.microsoft.com/licensing/docs>. The Heedify Application operates within, and is dependent upon, the Customer's Microsoft Teams environment, and the Customer's 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.

2. DEFINITIONS

- 2.1. **Agent** – means an End-User of the Customer who is licensed to receive, make or manage calls, chats or other interactions through the Heedify Application.
- 2.2. **Attendant Console Services** – means the Heedify attendant console functionality, including call queuing, routing, reporting, presence and related features, made available to the Customer under this Product Annexure.
- 2.3. **End-User** – means the actual individual using the Products/Services under this Product Annexure.
- 2.4. **Heedify** – means Heedify B.V., the third-party licensor and developer of the Heedify Application.
- 2.5. **Heedify Application** – means the native contact centre and attendant console software application developed by Heedify, which is built on and operates entirely within the Customer's Microsoft Teams environment.
- 2.6. **Microsoft Teams** – means Microsoft's unified communications and collaboration platform, forming part of the Customer's Microsoft 365 tenant, within which the Heedify Application is provisioned and operates.
- 2.7. **Queue** – means a configured holding point within the Heedify Application through which calls or interactions are routed to available Agents.
- 2.8. **Tenant** – means the Customer's Microsoft 365 tenant environment within which the Heedify Application is provisioned.

3. Attendant Console Services

- 3.1. The Heedify Application is a third-party software application, owned and developed by Heedify, which the Supplier makes available to the Customer on a licensed basis for use within the Customer's Microsoft Teams environment.
- 3.2. All features of the Attendant Console Services can be added to or removed from each Agent licence forming part of the overall agreement.
- 3.3. 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.

- 3.4. The Customer acknowledges and agrees that the Heedify Application operates solely within, and is wholly dependent upon, the Customer's Microsoft Teams environment and underlying Microsoft 365 licensing. The Customer shall be solely responsible for procuring and maintaining all Microsoft licences (including the applicable Microsoft Teams Phone and Microsoft 365 licences) required for each Agent to use the Heedify Application.
- 3.5. The Supplier shall have no liability for any failure, degradation, or unavailability of the Attendant Console Services to the extent that this arises from Microsoft Teams, the Customer's Microsoft 365 tenant, or any other Microsoft service, infrastructure or licensing over which the Supplier has no control. The Customer's recourse in respect of the availability of Microsoft Teams itself shall be governed by Microsoft's own service level commitments under the Microsoft Customer Agreement.
- 3.6. Service quality and coverage available to the Customer shall be limited to that provided by the Customer's underlying Microsoft Teams and internet connectivity, and the Services may from time to time be adversely affected by network congestion, connectivity quality, Tenant configuration, and other causes of interference.
- 3.7. The Customer acknowledges and agrees that any changes made by Microsoft to Microsoft Teams (including to its architecture, APIs, or licensing model) may affect the functionality of the Heedify Application, and the Supplier shall not be liable for any such impact, save that the Supplier shall use reasonable endeavours to notify the Customer of any known material impact of which it becomes aware.
- 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 Tenant or the Heedify Application.
- 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. DATA AND CALL RECORDING

- 4.1. Where the Heedify Application is configured to record calls, chats or other interactions, the Customer acknowledges that it remains solely responsible for ensuring that such recording is lawful, including obtaining any consents required under the Protection of Personal Information Act, 2013 ("POPIA") or any other applicable law, and for notifying its Agents and, where applicable, third parties to the interaction.
- 4.2. Call and interaction data processed through the Heedify Application is processed by Heedify as a sub-processor of the Supplier, on the terms set out in Heedify's privacy and data documentation available at <https://heedify.io/>. The Customer remains the responsible party (as defined in POPIA) in respect of any personal information of its End-Users and Agents processed through the Attendant Console Services.
- 4.3. The Customer is responsible for configuring access controls, retention settings and permissions within the Heedify Application and its Microsoft 365 Tenant appropriately to protect recorded data and interaction records.

5. DURATION AND TERMINATION

- 5.1. Notwithstanding anything else in the Agreement, the minimum period of any Order for the Attendant Console Services (the "Initial Term") shall be twelve (12) months, regardless of any shorter period that may be reflected in the relevant Proposal/Order Document. This is a back-to-back requirement flowing from the licensing arrangement between the Supplier

and Heedify, under which the Supplier has no right to cancel, and no right to a refund, in respect of the initial 12-month term of any Heedify order.

- 5.2. Each Order for the Attendant Console Services shall automatically renew for successive 12-month periods unless the Customer gives the Supplier written notice of non-renewal at least 120 days before the end of the then-current term. The Customer acknowledges that this notice period is longer than the standard renewal notice period provided for elsewhere in the Agreement, and is required to enable the Supplier to give timeous notice to Heedify to prevent automatic renewal of the underlying Heedify order.
- 5.3. Should the Customer terminate, downgrade or reduce the Attendant Console Services prior to the expiry of the Initial Term, for any reason other than a termination for cause validly exercised in accordance with the Agreement, the Customer shall remain liable for 100% of the fees for the remainder of the Initial Term, and no amounts already paid shall be refunded. This clause applies in place of, and not in addition to, the standard early termination fee provisions of the Agreement, to the extent of any inconsistency, because the Supplier has no corresponding right to a refund or credit from Heedify.
- 5.4. For the avoidance of doubt, no refund or credit shall be due to the Customer in respect of the initial 12-month term of any Heedify order, whether on early termination, downgrade, or reduction in Agent licences, in line with the terms on which the Supplier itself procures the Attendant Console Services.

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 Agent 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. CONTACT CENTRE COSTS
 - 6.4.1. Attendant Console Services shall be billed monthly in advance based on the number of Agent licences provisioned on the billing date.
 - 6.4.2. Any increases in Agent licences 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.
 - 6.4.3. Optional services, add-ons, integrations, and recording storage shall be billed monthly in advance unless usage-based, in which case they shall be billed in arrears.
 - 6.4.4. The Supplier reserves the right to apply fair usage policies and may suspend or restrict Services in cases of excessive, fraudulent, or abnormal usage.

- 6.4.5. The Supplier may suspend the Attendant Console Services for non-payment in accordance with the Master Services Agreement.
- 6.4.6. The Supplier may pass through, on one month's written notice, any increase in the licence fees or costs charged to the Supplier by Heedify or Microsoft that relate to the Attendant Console Services. 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 Microsoft 365 and Microsoft Teams licences of the type and edition required by Heedify for each Agent using the Heedify Application, and acknowledges that the Attendant Console Services cannot be provided without such underlying licensing.
- 7.2. The Customer is responsible for the configuration, security and administration of its own Microsoft 365 Tenant, including conditional access policies, network and internet connectivity, and any settings that may affect the performance of the Heedify Application.
- 7.3. RICA: Where 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:
- 7.3.1. full name, identity number, residential address and postal address of the End-User assigned with the numbers/extensions;
- 7.3.2. 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
- 7.3.3. proof of residential address of the End-User.
- 7.4. The Customer is required to provide a working LAN (Local Area Network) and internet connectivity of sufficient quality, as specified in the Site Readiness document that will be provided as part of the installation of the Attendant Console Services.

END OF ANNEXURE