COMMUNICATIONS SERVICES AGREEMENT TERMS AND CONDITIONS

These are the Communications Services Terms and Conditions and shall apply to all Communications Services Agreements entered into between Itec and the Customer for the Equipment and/or Services as if specifically set out therein. The conclusion of further Communications Services Agreements shall create separate agreements relating to the Equipment and/or Services described therein. Should any Communications Services Agreements be terminated by any cause whatsoever and howsoever arising, it will not affect the validity of any other existing Communications Services Agreement. Both Parties will continue to fulfil their obligations in respect thereof and the terms of these Terms and Conditions will remain in force in respect of any existing Communications Services Agreement. These Terms and Conditions, including the applicable product Schedules thereto, will be read together with the annual Communications Services Agreement. In the event of a conflict between the provisions of these Terms and Conditions, the provisions of any Schedule and/or the provisions of any Communications Services Agreement, the following order of precedence would apply:

a) these Terms and Conditions;
b) the specific Schedule of Equipment and/or Services (and their associated SLA's or Best Effort support) which the Customer has purchased;
c) Communications Services Agreement(s) and
d) any other documents agreed between the Parties.
e) The Parties agree that in terms of any operational matters, functionality of the Equipment or the associated SLA's or Best Effort support the applicable Schedule will prevail in terms of an associated dispute.

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1. INTERPRETATION

In these Terms and Conditions -

1.1 clause headings are for convenience purposes only and shall not be used in its interpretation;

1.2 unless the context clearly indicates a contrary intention –

1.2.1 an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa and the singular includes the plural and vice versa;

1.2.2 where any term is defined within a clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in these Terms and Conditions;

1.2.3 the following expressions shall bear the following meanings and related expressions shall bear corresponding meanings (all other undefined words, expressions and phrases will have the generally understood meaning in the ICT industry) –

1.2.3.1 "**Access Circuit**" means the physical or virtual connection linking a customer's site to the Itec network or service platform. It forms the underlying transport layer for services such as internet, voice, and cloud connectivity, with performance governed by the applicable Service Level Agreement (SLA).

1.2.3.2 "**Activation Date**" means the date on which the Service has been activated and access has been provided to the Customer;

1.2.3.3 "**Agreement**" means the Communications Services Agreement entered into between Itec and the Customer, incorporating these Terms and Conditions and the applicable Schedules.

1.2.3.4 "**Affiliates**" means, with respect to a Party, any other person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such Party

1.2.3.5 "**Applicable law**" means any of the following, to the extent it applies to the provision of the Services by Itec and the use thereof by the Customer:

1.2.3.5.1 any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time. Without limiting the generality, statutes include the ECA, CPA and RICA;

1.2.3.5.2 the common law;

1.2.3.5.3 any binding court order, judgment or decree;

1.2.3.5.4 any applicable industry code, policy or standard enforceable by law;

1.2.3.5.5 any relevant direction, rule, pronouncement, policy or order that is given by a regulator.

1.2.3.6 "**APN**" means Access Point Name, a gateway between a GSM, GPRS, 3G or 4G mobile network and another computer network, which may or may not include the public Internet. A mobile device making a data connection over APN must be configured with an APN name to present to the carrier;

1.2.3.7 "**AUP**" means Acceptable Use Policy described in clause 8;

1.2.3.8 "**Authentication**" means the process of verifying the identity of a user, device or system before granting access to a Service.

1.2.3.9 "**Bandwidth**" means the bit-rate of available or consumed information capacity expressed typically in metric multiples of bits per second;

1.2.3.10 "**Best Effort Service**" means a network service which does not provide any uptime and/or service level guarantees and is supplied without punitive SLA commitments unless expressly stated otherwise in the Communications Services Agreement;

1.2.3.11 "**Billing Month**" means a bill cycle within each calendar month on which Itec runs and produces billing to the Customer for Services as per the Communications Services Agreement and in line with these Terms and Conditions;

1.2.3.12 "**Business Day**" means any day other than a Saturday, Sunday or official South African public holiday.

1.2.3.13 "**Broadband Lite Services**" means an Access Circuit provided over shared infrastructure for general business connectivity. The service has no SLA and may include limited best-effort access to iVoice or related services.

1.2.3.14 "**Call Destination**" means a voice call service provided using VoIP originated by the customer and/or its Users which is then terminated on a duly licensed voice communication network, where the destination is defined as:

1.2.3.15 "**Communications Services Agreement**" means the signed agreement between Itec and the Customer describing the Services, charges and conditions of supply.

1.2.3.16 "**Customer**" means the entity identified as Customer in the Communications Services Agreement.

1.2.3.17 "**Local calls**" and "**National calls**" means a call terminated on a fixed line network operator within South Africa;

1.2.3.18 "**Mobile calls**" means a call terminated on one of the licensed mobile operators within South Africa;

1.2.3.19 "**Inter-Branch call**" means a call terminated within the Customer's own network to one of its Users;

1.2.3.20 "**International calls**" means a call terminated on a telecommunication network outside of South Africa;

1.2.3.21 "**Special calls**" means special value-added service numbers as operated by different telecommunication operators in South Africa for which such operators may charge value-added service fees; and

1.2.3.22 "**Inbound call**" means a call originated outside of the Itec network on a duly licensed telecommunication voice operator and destined for termination at the Customer or its User(s);

1.2.3.23 "**Control**" means the ability, by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement, or agreement of any kind, to control or direct, directly or indirectly, the board or executive body or decision-making process or management of such entity

1.2.3.24 "**Charges**" means the delivery charges, installation charges, monthly service charges, usage charges, interest charges and any other charges relating to the provision of the Services by Itec to the Customer payable by the Customer to Itec in terms of these Terms and Conditions, the relevant Schedules and the Communications Services Agreement, exclusive of VAT and any similar tax or duty payable by the Customer at the then prevailing rate;

1.2.3.25 "**CLID**" means Calling Line Identification Service permitting the originating caller's number and/or name to be displayed on the terminating terminal;

1.2.3.26 "**Colocation**" means one of the data centre facilities at which Itec hosts its servers, networking and related hardware systems;

1.2.3.27 "**Commissioning Date**" means the date on which the Equipment or Service is installed and/or activated and/or rendered by Itec;

1.2.3.28 "**Core Network**" means the Itec owned and managed network;

1.2.3.29 "**Cross-Connect**" means an NNI connection between facilities provided as separate units by the supplier's data centre;

1.2.3.30 "**Help Desk**" means the designated Itec Customer Service and Operations Centre;

1.2.3.31 "**Data Traffic**" means any data traffic originating from a host or Server to the services being accessed in a different location;

1.2.3.32 "**DID/DDI**" means Direct Inward Dialling or Direct Dial-In, a telecommunication Service which provides service for multiple telephone numbers over one or more physical circuit/s to the Customer's PBX, and transmits the dialed telephone number to the PBX so that a PBX extension is directly accessible for an outside caller;

1.2.3.33 "**DECT**" means Digital Enhanced Cordless Telecommunication, a standard primarily used for creating cordless telephone systems;

1.2.3.34 "**Delivery Date**" means the date the Equipment is delivered to the Customer's chosen delivery site.

1.2.3.35 "**Equipment**" means the equipment either owned by the Customer or supplied and owned by Itec and installed at the Customer

or the User's Site to enable the Customer or the User to gain access to the Services. This includes any hardware, software, cabling, connectors, licenses, and associated media as detailed in the Communications Services Agreement and relevant Schedules;

1.2.3.36 "**Failover**" means a procedure by which a system manually and/or automatically transfers control to a duplicate system when it detects a fault or a failure;

1.2.3.37 "**Fibre**" means the medium and the technology associated with the transmission of information as light impulses along a glass or plastic cable or fibre;

1.2.3.38 "**Fifth Generation (5G)**" means a mobile communication standard intended to replace 3G/4G, allowing wireless Internet access at a much higher speed;

1.2.3.39 "**Force Majeure Event**" means any event beyond a Party's reasonable control affecting the performance of its obligations in terms of these Terms and Conditions including any Acts of God, such as cloud cover and/or rain, earthquake, solar flares and any other natural phenomenon, fire, flood, extraordinary storm, lightning, and/or the like; civil disorder, war (whether declared or undeclared and including the serious threat of same) or military operations or armed conflict; invasion and acts of foreign enemies; nuclear, chemical or biological contamination; plague; epidemic; pandemic; national or local emergency; riots; sabotage blockages and embargos; commotion or rebellion; acts of terrorism; acts or omissions of government agencies or of other telecommunication service providers; major pro-longed power interruptions, including but not limited to load shedding; strikes, lockouts and industrial disputes of any kind; explosions or any other acts or omissions of persons beyond the reasonable control of the affected Party;

1.2.3.40 "**Fourth Generation (4G)**" means a mobile communication standard intended to replace 3G, allowing wireless Internet access at a much higher speed;

1.2.3.41 "**FUP**" means Fair Use Policy described in clause 9;

1.2.3.42 "**Gigabyte (GB)**" means a multiple of the unit byte for digital information. One gigabyte is 1024x1024x1024 or 1073741824 bytes;

1.2.3.43 "**GSM**" means Global System for Mobile communication, a digital mobile telephony system that is widely used;

1.2.3.44 "**GPRS**" means General Packet Radio Service, a packet oriented mobile data service on the 3G and 4G cellular communication system's GSM;

1.2.3.45 "**ICT industry**" means the information and communication technology industry;

1.2.3.46 "**iLink Business Broadband Service**" means a shared fibre-based Access Circuit that includes a non-punitive SLA. Designed for standard business use, providing reliable connectivity subject to the limitations of shared infrastructure.;

1.2.3.47 "**iLink Business Service**" means a dedicated Access Circuit delivered over Fibre or Wireless infrastructure, governed by a punitive SLA. It provides guaranteed performance for critical operations. Direct Internet Access (DIA) is excluded and ordered separately.;

1.2.3.48 "**iNet APN Service**" means the APN service provided to the Customer on a specific mobile carrier GSM, 3G/4G/5G, GPRS or LTE network as described in the Communications Services Agreement;

1.2.3.49 "**Initial Period**" means the minimum duration for which the Customer commits to purchase the services from Itec as set out in each Communications Services Agreement and subject to the Terms and Conditions set out hereto;

1.2.3.50 "**IP**" means internet protocol;

1.2.3.51 "**IP Address**" means a unique string of numbers separated by periods that identifies each computer using the IP to communicate over a network;

1.2.3.52 "**Hosted Communication Platform Services**" means the Customer's Private Branch Exchange (PBX) telephone system hosted and managed by Itec for the Customer as described in the Communications Services Agreement;

1.2.3.53 "**IP Packet Header**" is the portion of an IP packet that precedes its body and contains addressing and other data that is required for it to reach its intended destination;

1.2.3.54 "**IP Spoofing**" means the creation of IP packets with a false source IP Address for the purpose of hiding the identity of the sender impersonating another computing system;

1.2.3.55 "**Itec**" means Itec Integrate Proprietary Limited (Registration No. 2006/021319/07), including its Affiliates, as listed in the Communications Services Agreement.

1.2.3.56 "**Itec Website**" means www.itecgroup.co.za;

1.2.3.57 "**iVoice Service**" means the VoIP services provided by Itec to the Customer in terms of the Communications Services Agreement for receiving inbound or making outbound voice calls to and from duly licensed telecommunication mobile, fixed South African or International voice operators. Voice Bundles and Standard Call Rate Plans form part of the iVoice Service as per Schedule 15;

1.2.3.58 "**Jitter**" means the variation in the Latency on a Packet flow between two network systems, expressed in milliseconds, and is reported as an average;

1.2.3.59 "**LAN**" means a local area network that interconnects computers or other network devices within a customer's private network including but not limited to networks connected across multiple buildings;

1.2.3.60 "**Latency**" means the time it takes for a Packet of data to travel from one designated point on a network to another, and is reported as an average;

1.2.3.61 "**LTE**" means a wireless Access Circuit using mobile network infrastructure to deliver best-effort broadband connectivity. Performance depends on network coverage and third-party carriers, with no SLA guarantees.

1.2.3.62 "**MB**" means a multiple of the unit byte for digital information. One megabyte is 1024x1024 or 1048576 binary bytes of information;

1.2.3.63 "**Microwave**" means the medium and the technology associated with the transmission of information as electromagnetic waves;

1.2.3.64 "**Month-to-Month Renewal**" means the automatic continuation of Services on a monthly basis after expiry of the Initial Period unless either Party gives 30 (thirty) days' written notice of termination.

1.2.3.65 "**MRC**" means the Monthly Recurring Charges billed to the Customer by Itec as agreed on the Communications Services Agreement and subject to these Terms and Conditions, including the Schedules hereto;

1.2.3.66 "**Network Path**" means the path a Packet travels from a source to destination network point;

1.2.3.67 "**NNI**" means Network to Network Interface;

1.2.3.68 "**Node**" means either a connection point, a redistribution point (e.g., Data communication equipment), a fibre redistribution point (e.g., fibre aggregation node), or a communication endpoint (e.g., data terminal equipment);

1.2.3.69 "**Operating Software**" means –

    1.2.3.69.1 software that controls basic, low-level server hardware operations, and file management, with or without the aid of the

           user thereof having to operate it; and

1.2.3.69.2   application software, purchased from, or rented by, Itec to the Customer, as selected by Customer and indicated on the Communications Services Agreement. Such purchase or rental is additional to the Rack Space service and as such, additional service fees apply;

1.2.3.70   "**OSI**" means the Open Systems Interconnection, an ICT industry standard conceptual model that characterizes and standardizes the communication functions of a telecommunication or computing system without regard to its underlying internal structure and technology;

1.2.3.71   "**Overutilization**" means the Customer using the maximum available allocated Bandwidth on their Dedicated Access Circuit/Broadband Access Circuit;

1.2.3.72   "**Packet**" means the unit of data that is routed between an origin and a destination network address on the network;

1.2.3.73   "**Packet Loss**" means the percentage of Packets lost in transit when one or more packets of data travelling across a computer network fail to reach their destination caused by errors in data transmission or network congestion, measured over the period of a calendar month, and reported as an average;

1.2.3.74   "**Parties**" means Itec and the Customer, and "Party" shall mean either one of them;

1.2.3.75   "**PBX**" means Private Branch Exchange telephone system;

1.2.3.76   "**Prime Rate**" means the published interest rate, at which FNB, a division of FirstRand Bank Limited, lends on unsecured overdraft to its most favoured corporate customers in the private sector, as to which a certificate under the hand of any manager for the time being of that bank (whose capacity need not be proved) shall be prima facie evidence thereof;

1.2.3.77   "**Pro-rata Billing**" means the first billing for the service charge/s that is calculated from the date that the Service is activated, if such date is not the first day of the month.

1.2.3.78   "**PSTN**" means the Public Switched Telephone Network;

1.2.3.79   "**QoS**" or "**Quality of Service**" means the performance measurable parameters such as Latency, Jitter and Packet Loss;

1.2.3.80   "**Rack Space**" means the Services rendered by Itec as described in the Communications Services Agreement under such heading or description whereby –

    1.2.3.80.1   Itec hosts the Server at Colocation; and

    1.2.3.80.2   Itec supplies such ancillary/additional Rack Space services, as selected by Customer in the Communications Services Agreement;

1.2.3.81   "**Resolution Time**" means the maximum time permitted to restore the Service or to provide a temporary workaround that returns the Service to operational levels, to the extent such restoration or workaround is within Itec's reasonable control. Resolution Time excludes any delays resulting from Customer-owned or unsupported equipment, Customer-caused actions, restricted access to the Site, third-party carrier or upstream network failures, cyber-security incidents, scheduled maintenance, non-redundant or single-path infrastructure, environmental or power-related issues at the Site, Customer-driven delays, or any force majeure events.

1.2.3.82   "**Response and Fault Procedures**" means the response times and fault reporting procedures relating to any incident or fault in respect of any Equipment or Services as set out in Schedule 1;

1.2.3.83   "**Response Time**" means the time from when Itec receives a fault or request to when Itec formally acknowledges it via email, ticketing system and provides a ticket reference number.

1.2.3.84   **RTT**" means Round Trip Time and refers to the amount of time it takes a Packet to complete a return trip between pre-defined SLA Probe, expressed in milliseconds. RTT is measured over the period of a calendar month, and is reported as an average;

1.2.3.85   "**Schedule**" means any schedule or annexure to these Terms and Conditions or to the Communications Services Agreement, describing the specific Services, pricing and service levels.

1.2.3.86   "**SDWAN Service**" An overlay service operating across one or more Access Circuits, enabling secure, software-defined connectivity with centralised control and traffic optimisation. Itec is not liable for performance issues on third-party Access Circuits not supplied or managed by Itec.;

1.2.3.87   "**Server**" means the Customer's server, as the context may indicate, purchased from, or rented by, Itec to the Customer, as selected by the Customer and described in the Communications Services Agreement. Such purchase or rental is additional to the Rack Space service and as such, additional service fees apply;

1.2.3.88   "**Server Software**" means software that provides services or functionality on a computer acting as a Server.

1.2.3.89   "**Service**" means the services, managed or otherwise, and/or the maintenance of Equipment provided by Itec to the Customer governed by these Terms and Conditions and the Schedules as described in the Communications Services Agreement;

1.2.3.90   "**Service Availability**" means an average measurement of Packet transmission between pre-defined network points over a period of a calendar month, expressed as a percentage;

1.2.3.91   "**Service Credit**" means an amount which will be credited towards the Charges payable by the Customer for the Service in accordance with these Terms and Conditions;

1.2.4   "**Service Level Agreement**" means the service framework defining response and resolution commitments for remote and onsite support, as well as service availability, applicable to any Access Circuit or other subscribed Service, as set out in the Communications Services Agreement;

1.2.4.1   "**Communications Services Agreement**" means the Communications Services Agreement setting out the Equipment and Services, and the Charges at which these are provided by Itec to the Customer; which is subject to the terms and conditions set out in the respective Schedule and these Terms and Conditions;

1.2.4.2   "**Service Ticket**" means a unique reference number created by an Itec Resolution Centre Agent on Itec's operational support system whereby Itec records and tracks the progress of such a request;

1.2.4.3   "**SIM**" means a smart card inside a mobile device, carrying an identification number unique to the owner, storing personal data, and preventing operation if removed;

1.2.4.4   "**Site**" means the premise of the Customer and/or the User which can access the Services and/or where the Equipment is installed;

1.2.4.5   "**SLA Probe**" means a device used by Itec to measure Service Levels metrics;

1.2.4.6   "**Software**" means any computer programme, software or other materials installed or provided by or on behalf of Itec to use any Equipment or the Services, including any computer programme, software or other materials embedded in or used in conjunction with the Equipment and/or any electronic communication system or equipment operated or maintained by Itec;

1.2.4.7   "**South Africa**" means the Republic of South Africa;

1.2.4.8   "**SPLA Software**" means software owned by Microsoft and supplied by Microsoft to Itec in accordance with the provisions of

the Service Provider Licence Agreement ("SPLA"), which SPLA Software is rented by Itec to the Customer in accordance with the provisions of these Terms and Conditions and the Microsoft software license terms and conditions. Such rental is an additional service and as such, additional service fees apply;

1.2.4.9 "**Temporary Access Circuit**" means an Access Circuit supplied by Itec as an interim solution while awaiting a permanent Access Circuit to be deployed. The Temporary Access Circuit is supplied on a Best Effort Service and on a temporary contract term for an initial period of 3 (three) months and then on a month-to-month basis with a period of 30 (thirty) days written notice of cancellation.

1.2.4.10 "**Terms and Conditions**" means these Communication Master Terms and Conditions for Services, including any applicable Schedules, as amended from time to time;

1.2.4.11 "**Third Generation (3G)**" means the third generation of wireless mobile technology defined by the ITU IMT-2000 specifications;

1.2.4.12 "**User**" means the party who uses the Services provided by Itec to the Customer in accordance with the Communications Services Agreement;

1.2.4.13 "**VAS Numbers**" means Value Added Service telephone numbers as offered by different telephone network operators;

1.2.4.14 "**VAT**" means Value Added Tax as prescribed by the Value Added Tax Act 89 of 1991, as amended;

1.2.4.15 "**VLAN**" is a Virtual LAN which means a broadcast domain partitioned and isolated in a computer network at the OSI layer-2 as defined by IEEE standard 802.1Q;

1.2.4.16 "**Voice Bundle**" means a prepaid package of call minutes offered by Itec, allowing Users to make calls at a fixed rate.

1.2.4.17 "**VoIP**" means Voice over Internet Protocol, the transmission of voice and/or multimedia content over IP networks;

1.2.4.18 "**VPN**" means Virtual Private Network operated by Itec;

1.2.4.19 "**WAN**" means wide area network, which is a telecommunication network that extends over a large geographical distance or place;

1.2.4.20 "**Wi-Fi**" means a wireless local area networking technology based on IEEE 802.11 standards that uses radio waves within the ISM (Industrial, Scientific Medical) licence exempt frequency range to connect electronic devices to a network and/or the Internet; and

1.2.4.21 "**Workstation**" means a desktop computer terminal, typically networked and more powerful than a personal computer,

1.3 should any provision in a definition be a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to that provision as if it were a substantive provision in the body of these Terms and Conditions;

1.4 any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the Effective Date, and as amended or replaced from time to time;

1.5 reference to '**days**', '**months**' or '**years**' shall be construed as calendar days, months or years unless qualified by the word 'business', in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as defined under the Public Holiday Act, 36 of 1994. Any reference to "business hours" shall be construed as being the hours between 08h00 and 17h00 on any business day from Mondays to Thursdays and 08h00 to 16h00 on Fridays. Any reference to time shall be based upon South African Standard Time;

1.6 when any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a day which is not a business day in which case the last day shall be the next succeeding business day;

1.7 where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

1.8 in these Terms and Conditions, the word "**clause**" or "**clauses**" refer to clauses of these Terms and Conditions;

1.9 the use of the word "**including**" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s;

1.10 expressions in any Schedule and Communications Services Agreement shall bear the same meaning as in these Terms and Conditions and vice versa. In the event of a conflict between the provisions of these Terms and Conditions and the provisions of any Schedule or Communications Services Agreement, the provisions of these Terms and Conditions shall prevail.

1.11 the expiration or termination of these Terms and Conditions shall not affect those provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this;

1.12 the use of any expression covering a process or proceeding available under South African law including winding-up or sequestration shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous process or proceeding under the law of such other jurisdiction;

1.13 in its interpretation, the contra proferentem rule of construction shall not apply; and

1.14 recordals shall be binding on the Parties and are not merely for information purposes.

2. COMMENCEMENT AND TERMINATION

2.1 The Customer appoints Itec, which appointment Itec accepts, to supply the Services to the Customer for the Initial Period in accordance with the terms and subject to the conditions set out in these Terms and Conditions and the Communications Services Agreement commencing from the Activation Date.

2.2 The Parties may terminate a Communications Services Agreement at the expiry of the Initial Period, by giving the other Party 90 (ninety) days' prior written notice before the end of the Initial Period, failing which, Itec shall continue to provide the Services and/or maintain the Equipment after the Initial Period on the terms and subject to the conditions of these Terms and Conditions and such Communications Services Agreement shall continue indefinitely until terminated by either Party on 90 (ninety) days' prior written notice to the other Party. The Customer must send all notices of termination to Itec by post or by email to cancellations@itecgroup.co.za.

2.3 Prior to the expiry of the Initial Period and on every anniversary of the Activation Date, Itec shall notify the Customer in writing of any material changes to the Communications Services Agreement.

2.4 Itec reserves the right to amend, modify and/or update these Terms and Conditions at any time, in its sole discretion and as required as per its operational, legal, or business needs. Any such amendments shall take effect immediately upon publication on the official Itec website. The Parties acknowledge and agree that all previous versions of the Terms and Conditions shall effective immediately be superseded and replaced by the most recent version once published on the official Itec website. Continued use of the services following publication shall constitute acceptance of the amended Terms and Conditions.

2.5 Should the Customer terminate any Communications Services Agreement prior to the expiry of the Initial Period for any reason whatsoever other than expressly provided for in these Terms and Conditions, the Customer shall remain liable for all amounts owing to Itec which would have been due up to the earliest possible date of valid termination of such Communications Services Agreement.

2.6 Should the Customer cancel any iLink Broadband or Business services prior to the Activation Date, the following cancellation fees shall be liable by the Customer:

2.6.1 for any iLink Broadband or Business services cancelled by the Customer prior to supplier build planning, a cancellation charge in respect of such services will be limited to a once off R5500.00 cancellation fee.

2.6.2 for iLink Broadband or Business services cancelled by the Customer post build planning, the cancellation charge will equate to actual costs incurred on a case-by-case basis.

2.7 Itec will be entitled to cancel any Communications Services Agreement at any time on 30 (thirty) days' prior written notice to the Customer should Itec's obligations herein become impossible to fulfil, including in the event of –

2.7.1 Itec being unable, due to no fault of its own, to supply the Services or parts required for and/or consumables used in the Equipment;

2.7.2 the technology used in such Equipment being rendered outdated or obsolete and Itec no longer having such personnel with the necessary technical expertise to provide the Services, and/or spares and/or consumables no longer being available;

2.7.3 the Communications Services Agreement no longer being economically viable for Itec due to changes in legislation and/or changes in rate of exchange, and/or other external factors beyond Itec's control or a Force Majeure Event; and/or

2.7.4 Itec no longer having the required licenses due to no fault of its own to enable it to provide the Services and/or maintain the Equipment to the Customer.

2.8 On such cancellation by Itec in terms of clause 2.6, neither Party will have further rights and/or obligations in respect of the other arising out of and/or in terms of these Terms and Conditions, other than Itec's right to claim payment of any amounts that are already due by the Customer to Itec in terms of these Terms and Conditions, and the Customer's reciprocal obligation to make payment thereof to Itec.

2.9 Cancellation quotes are valid for a period of 7 (seven) days (including public holidays and weekends). If a signed quote is not returned before the expiry date or the cancellation retracted, the cancellation quote will automatically be deemed as accepted and processed. Cancellation penalties will be invoiced as per the quotation generated. Cancellation quotations are deemed accepted unless a bona fide, properly motivated dispute is lodged by the Customer within 7 (seven) days from the date of the quotation.

2.10 If Itec deems a Link infeasible due to factors outside of Itec's control such as inter alia the Customer providing an incorrect address, the build being economically infeasible, a 3rd party exercising exclusivity, etc. then Itec may cancel the order and cancellation penalties may apply.

2.11 If an order has been placed by the Customer but due to inactivity by the Customer, the order has not progressed for a period of 90 (ninety)

days or more, becoming stale, then the order shall be automatically cancelled and where applicable, cancellation penalties as well as any settlements due at the time of cancellation may be levied by Itec.

2.12 Should the Customer cancel any iLink Broadband or Business services post Activation Date, the following shall apply –

2.12.1 Customer may cancel at any time on no less than 3 (three) calendar months' notice, but such cancellation shall be subject to a cancellation charge as well as any settlements due at the time of cancellation if the full contract term of a Link has not yet expired.

2.12.2 The cancellation charge and settlement due in respect of each Link is the balance of the value that would have become due and payable for the remainder of the contract term for that Link and a once-off cancellation charge.

2.13 The Customer shall have 3 (three) business days from the Commissioning Date to test the Equipment or Service and to notify Itec, in writing, of any disputes or issues in relation to the Equipment or Service. In the event that no disputes or issues have been raised in writing by the Customer, such Equipment or Service will be deemed as accepted and duly signed off by the Customer and Itec will start billing for the Charges.

2.14 In the event that activation of the Services that are installed on the Commissioning Date and/or Activation Date is delayed by the Customer for any reason, the Customer agrees to pay all Charges incurred from the Commissioning Date and/or Activation Date.

2.15 Any new or additional services, equipment and/or software to be provided by Itec to the Customer will be agreed to in a new and additional Communications Services Agreement, which will commence on the Activation Date set out therein and shall be subject to these Terms and Conditions.

2.16 The Parties acknowledge that the Services are subject to government or relevant authority regulated limitations and may be temporarily or permanently interrupted as necessary or appropriate and hereby indemnify one another against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of such disruptions.

3 ITEC'S OBLIGATIONS & SERVICES

3.1 Itec is the exclusive supplier of the Services to the Customer.

3.2 The Services are provided for the exclusive use of the Customer and/or the User and is not provided for resale or use by third parties.

3.3 Itec will provide the Services and will maintain the Equipment during business hours in an efficient operating condition using standards and practices, methods and procedures exercising a degree of skill, care and diligence in accordance with good industry practice, save for circumstances beyond the control of Itec and any Force Majeure Event.

3.4 Itec shall deliver the Equipment to the Customer at the address set out in the Communications Services Agreement.

3.5 Itec cannot and does not guarantee or undertake that the provision of the Services will be provided at all times. In the event of any malfunction, failure, fault and/or interruption of any of the Services and/or the Equipment from any cause whatsoever –

3.5.1 Itec will, to the fullest extent permissible in law, not be liable for any direct or indirect loss or damages of any nature whatsoever or howsoever arising that may be sustained by the Customer and/or the User as a result of such malfunction, failure, fault and/or interruption; and

3.5.2 such malfunction, failure, fault and/or interruption will not constitute a breach by Itec of these Terms and Conditions, except where caused by Itec's gross negligence, with the Customer hereby waiving all claims it may have against Itec in respect of any such loss so arising from such malfunction and/or failure.

3.6 Itec's compliance with these Terms and Conditions will be measured monthly by reference to the Service Levels.

3.7 Itec will not be under any obligation to maintain the Equipment and/or Services in the event of the Customer not complying with any of the obligations placed upon it in terms of these Terms and Conditions.

3.8 Itec will respond in accordance with Response and Fault Procedures after a call has been logged by the Customer and/or the User with Help Desk and a service reference number has been furnished to the Customer and/or the User by Help Desk.

3.9 Itec will implement accepted industry-standard security precautions in relation to the Services. Notwithstanding such security precautions, Itec does not guarantee that the Services are invulnerable to all security breaches. Itec makes no warranty, guarantee or representation that the Services are entirely protected from all destructive elements, security threats, be it physical or cyber-attack, and/or other vulnerabilities.

3.10 Itec may, at its sole discretion, perform any Services by utilising remote access to Equipment using secure connections in line with Itec's Data Protection Policy and as such a technician from Itec does not have to be physically present at the Site to provide the Services in terms of these Terms and Conditions.

3.11 Itec will charge a travelling fee in respect of the Services to be provided, where the Service and/or Equipment is situated outside Itec's standard service radius of 50 (fifty) kilometers from any authorised Itec service centre.

3.12 Any Services required by the Customer outside business days will be charged to the Customer in addition to the Charges at Itec's prescribed overtime service rates.

3.13 If Software is outside of its software maintenance, as specified by Itec and/or the supplier of such Software, then Itec shall be under no obligation whatsoever to provide maintenance in respect of such Software.

3.14 When supplying the Equipment to the Customer, Itec will provide the Customer with instructions on how to use the Equipment in accordance with clause 4.23. Not complying in terms of clause 4.23 will result in a material breach of these Terms and Conditions

and Itec will have the right to cancel these Terms and Conditions with immediate effect.

3.15 Itec will modify or replace, in accordance with the Schedules and the Communications Services Agreement, subject to clause 3.16, parts and/or modules of the Equipment where required when maintaining the Equipment and ownership in any such old parts and/or modules which have been so replaced will vest with Itec.

3.16 Itec agrees to make available hardware replacement spares or repairs in the event of hardware failure caused by the normal operation of the Equipment subject to the following –

   3.16.1 Itec reserves the right to provide an equivalent or similar part or alternative work-around solution to reinstate the Services;

   3.16.2 Itec will not be liable for any hardware failures caused by the abnormal operation of the Equipment, including abuse and negligence by the Customer in accordance with clause 4.26. The Customer will be liable for the cost of hardware spares replacement caused by any such events or where the failures arose out of any of the circumstances as set out in clause 7;

   3.16.3 the provision of all hardware spares or repairs are subject to availability of the spares at the time of the failure and will be dependent on the time taken to ship the spares to and from South Africa from the manufacturer of the spares. Itec will not be liable for any loss or damages suffered by the Customer as a result of a delay in delivery of the spares. Itec may, at the Customer's request and cost, unless otherwise provided in a Schedule, provide the Customer with a loan device at Itec's then prescribed pricing, until such time as the repairs or spares can be effected; and

   3.16.4 the provision of hardware replacement spares is subject to the warranty conditions as set out in Schedule 2.

   3.16.5 Itec shall bear no liability in the event of any loss of and/or damage to any Customer's data stored on any Equipment, except due to the gross negligence of Itec, and such liability shall be limited to the amounts charged to the Customer under the Communications Services Agreement.

3.17 The Customer consents –

   3.17.1 to Itec and Affiliates retaining all "Consumer Data" (being the information trail the Customer and/or the User leave behind as a result of using a public sources and channels as social media networks, marketing campaigns, the Customer service requests, call centre communication, online browsing data, purchasing history and preferences, etc.) and "Customer Profile Data" (being information for the Customer or set of Customers that includes demographic, geographic and psychographic characteristics, connectivity performance statistics, call records, hosted firewall records as well as buying patterns, creditworthiness and purchase history) provided by the Customer and/or the User and/or generated through the provision of the Services during the period of these Terms and Conditions;

   3.17.2 that Itec and its Affiliates may, to the extent permitted by law, and for the purpose of these Terms and Conditions only, receive or disclose the Consumer Data and/or Customer Profile Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information; and

   3.17.3 that Itec may, to the extent permitted by law, receive or disclose Consumer Data and/or Customer Profile Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.

   3.17.4 Accordingly, Itec will ensure that it is compliant with any Data Protection Legislation applicable from time to time.

4 THE CUSTOMER'S OBLIGATIONS

4.1 The Customer will pay Itec all the Charges as and when they become due and payable.

4.2 The Customer will pay all amortised non-recurring and finance charges associated with the amortization of the non-recurring fees until expiration of the initial contract period as and when they become payable.

4.3 The Customer will ensure that any User will at all times comply with these Terms and Conditions and the Customer's obligations in terms hereof and as such will procure that the User is aware of these Terms and Conditions and has agreed, in writing, to comply with the terms of these Terms and Conditions at all times. The Customer will be liable for any breach of the terms of these Terms and Conditions by any User and hereby indemnifies Itec against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of a breach by the User of any of the terms of these Terms and Conditions.

4.4 The Customer is responsible for the security of its own LAN and will not use, or permit the Services to be used, directly or indirectly, to carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Customer, permit any person to utilise the Services or any Equipment or Software or retain possession of any Equipment or Software without the explicit consent of the Customer and any other unauthorised or fraudulent use of the LAN, the Services and/or the Equipment. The Customer shall be liable for all acts or omissions of any third-party utilising the Services with or without the Customer's permission. The Customer indemnifies Itec against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of any such unauthorised or fraudulent use whatsoever.

4.5 In the event of any unauthorized or fraudulent use of the Services as a result of a breach of the Customer's LAN, the Customer will remain liable for any costs, fees and Charges incurred during the breach and/or unauthorized or fraudulent use, including any data and call termination Charges.

4.6 The Customer shall –

4.7 not utilise the Services, or allow others to do so, for any unlawful purpose;

4.8 only use the Equipment in accordance with the manufacturer's instructions and specifications and for the purposes and in the manner for which it is intended;

4.9 obtain all necessary approval in terms of, and comply with, all relevant legislation and regulations and all instructions issued by any governmental authority or by Itec regarding the use of the Services and the Equipment, including any landlord consent required. Should landlord consent not be obtained by Customer which results in Itec not being able to deliver the Services, the Customer will be held liable for all Charges incurred in delivering services to that point by Itec and/or its suppliers. Itec will not be liable, and the Customer hereby indemnifies, and keeps Itec indemnified against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of the Customer not providing landlord consent and permission to access to its Site; and

4.10 not act or omit to act, or allow others to do so, in any way likely to damage, disrupt or interfere with the Services or to injure or damage any person or property or to cause the quality of the Services to be impaired or interrupted in any manner whatsoever.

4.11 The Customer will provide Itec with remote access at all times to all Equipment and relevant systems, as well as reasonable access to the Site during business hours, to any authorised representative of Itec for any of the purposes of these Terms and Conditions,

4.12 including –

   4.12.1 installation, removal and collection of the Equipment (where required);

   4.12.2 to carry out any inspection, repair, testing or maintenance of the Equipment relevant to the provisioning of the Services;

   4.12.3 to verify that the manner in which the Services being utilised by the Customer and/or the User is in compliance with these Terms and Conditions and the Communications Services Agreement as well as all applicable South African laws; and

   4.12.4 any other reasonable purpose as determined by Itec and/or to enable Itec to comply with its obligations in terms of these Terms and Conditions.

4.13 Itec will not be liable, and the Customer hereby indemnifies, and keeps Itec indemnified against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of the Customer not providing Itec with remote access or actual access to its Site as required in terms of these Terms and Conditions.

4.14 The Customer will provide –

4.14.1   a suitable and clean environment for the housing and operation of the Equipment, and a stable standard and/or specialized power supply and connection points in compliance with the relevant installation standards and manufacturer's instructions and/or any specifications required by Itec, which power point will be utilized exclusively for the Equipment. The Customer indemnifies Itec against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of the Customer's failure to provide such a stable and/or specialized power supply; and

4.14.2   unless provided by Itec as part of the installation of the Equipment, all required trunking, cabinet space, conduits, cable trays, certified fit-for-use telephone and network points, as well as an uninterrupted power supply as is required for the Services and Equipment.

4.15   The Customer will take up or remove such fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as may be necessary to install the Equipment and the Customer will be liable to carry out and make good any repair work required at its Site subsequent to such installation.

4.16   The Customer will be present at any installation or maintenance of the Equipment by Itec, its personnel or contracted installer and shall sign the relevant delivery note and/or job card on completion thereof.

4.17   The signature by the Customer of any acceptance certificate provided by Itec and/or its service providers upon the installation of the Equipment, shall be deemed to be an acknowledgement by the Customer that it has fully inspected and approved the Equipment and all of its components and that the Equipment and components have been received to the full satisfaction of the Customer.

4.18   The Customer will ensure that the Services are used strictly in accordance with Itec's AUP, which is available on request, and the Customer will at all times comply with all applicable South African laws and the Response and Fault Procedures and will report all service requests through Help Desk and/or any such other point of contact indicated by Itec.

4.19   The Customer will ensure that all equipment connected to or used in conjunction with the Services, is connected or used in accordance with Applicable Law and shall obtain the prior written approval of Itec before connecting or permitting any third-party to connect any equipment to any Equipment.

4.20   The Customer will ensure that all equipment and software installed by or for the Customer and/or the User and used in conjunction with the Services is compatible with, and will function with all Equipment, Services and Software.

4.21   The Customer will not abuse the Services or damage the Equipment or do anything to prevent or preclude Itec from being able to provide the Services.

4.22   The Customer will be responsible for its own LAN and other infrastructure and shall implement such reasonable security measures in respect thereof to ensure that the security of the Services provided is not compromised either directly and/or indirectly via any third-party connected equipment.

4.23   The Customer will promptly comply with all notices, instructions or directions given by Itec in respect of the installation, use or operation of the Services, Software and/or the Equipment.

4.24   The Customer will, subject to the provisions of these Terms and Conditions, install, use and maintain all Equipment necessary for the provision of the Services in a good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Itec and the supplier thereof.

4.25   All risk in and to the Equipment will pass to the Customer upon delivery thereof to the Site and it is the responsibility of the Customer to have such equipment comprehensively insured. The Customer will be liable for any loss, theft and/or damage to the Equipment.

4.26   The Customer will at all times retain custody and control of the Equipment at the Site or such other site as Itec may have approved for such purpose.

4.27   The Customer will not use or permit the use of the Services or install, connect, link or use any electronic communication equipment in contravention of any applicable South African laws.

4.28   The Customer will not carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to the Equipment and/or Services without the prior written consent of Itec.

4.29   The Customer will appoint at least 1 (one) person and at most 3 (three) persons as "System Manager/s" for the Equipment and Services. Itec will provide initial training to the System Manager/s in respect of the use and functionality of the Equipment as well as training for any major upgrades. The Customer will be liable to pay, at Itec's then prescribed rate, for any additional or further training on the Equipment and/or should additional training be required as a result of new System Manager/s being appointed by the Customer. The Customer shall immediately notify Itec in writing of any changes in the System Manager/s.

4.30   The Customer warrants that it will not do anything or allow anything to be done which may in any way prejudice the proprietary rights of Itec or any of its service providers or suppliers.

4.31   The Customer will be liable for any repairs and/or damages to the Equipment, hardware and/or consumables, if such repairs are due to negligence, recklessness, misuse, accident, wilful act or omission, and/or any causes other than ordinary use of the Equipment by the Customer. Itec will charge the Customer, at its then prescribed rate, for repairs, consumables and/or supplies necessitated by any such cause. In the case of a call-out being performed and the reason for fault is deemed, in the sole discretion of Itec, to be the Customer's, the Customer will be liable for a call-out fee, labour, parts, consumables, and any other fees, on the rate Itec charges for call out fees at the time of the call out, and all travelling fees, regardless of the distance.

4.32   The Customer will correctly operate the Equipment, including complying with the proper implementation of all operator configuration, settings and adjustments, as per the supplied operation manuals and all instructions from Itec, and will take all reasonable steps to ensure that the Equipment is not being damaged or tampered with.

4.33   The Customer will inform Itec in writing at least 1 (one) month in advance of any required re-siting of the Equipment and will ensure that no other party (other than Itec or its duly authorised agent) attends to such re-siting. If the Equipment is being re-sited by any person other than Itec or its duly authorised agent, the Customer will be responsible for any damage/s to the Equipment during such re-siting (without prejudice to any other rights and/or remedies Itec may have in such circumstances) and for this purpose it will be presumed that any defect/s and/or damage/s to the Equipment, were incurred during such re-siting.

4.34   In the event of any changes in the Customer's LAN configuration, or the Customer's network environment affecting the performance of the Equipment and/or the quality of the Services in any way, Itec will not be held liable for any loss in productivity or any other loss or damage suffered by the Customer, and the Customer indemnifies Itec against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of the changes in the performance of the Equipment and/or the quality of the Services. The Customer agrees that the Customer will be liable to pay Itec any Charges billed by Itec to adapt the Equipment to the changes in the Customer's LAN configuration, or the Customer's network environment.

4.35   The Customer is responsible to ensure, and provide sufficient proof, that there is no Overutilization and/or abuse of the Bandwidth provided as part of any Services and that the capacity subscribed to in terms of a Communications Services Agreement for any Services adequately meets the Customer's usage requirements. Unless otherwise subscribed to in terms of a Communications Services Agreement for an iWall Managed Firewall Service, the Customer is responsible for providing an adequate firewall and traffic management solution to control Bandwidth utilization and to provide reporting on such utilization. Itec will not be held liable for the Services being slow and/or affected in any way whatsoever or any electronic communication traffic which causes or is likely to cause congestion or disruptions to the Services due to Overutilization. The Customer hereby indemnifies Itec against any direct or indirect loss or damage of any nature whatsoever or howsoever arising as a result of the Overutilization and/or abuse of the Bandwidth.

4.36   It shall not be the responsibility of Itec to cancel any services rendered by a third-party to the Customer. The onus lies with the Customer

to ensure that all such services rendered by a third-party are cancelled before or on the day that the Services commence. The Customer shall be responsible for providing accurate and correct information on the cancellation request addressed to the third-party service provider at the time of signing and sending the cancellation request. The Customer hereby indemnifies Itec for any liability arising as a result of the failure to cancel any services rendered by a third-party and/or their agents, which may be prejudicial to the Customer or result in any loss whatsoever. Any recourse that the Customer may have will only be against the third-party service provider in accordance with the agreements concluded with that third-party service provider.

4.37 The Customer will not instruct Itec's employees or Itec's suppliers to deviate from the original approved Scope of Work at any time during the implementation and installation of Services, unless otherwise agreed to, in writing, between both parties. The Customer will be liable to pay all Charges relating to the correction and/or modifications needed to rectify such deviation if such deviation results in Itec not being able to deliver and/or implement the Service.

5 CHARGES AND PAYMENTS

5.1 Itec will invoice the Customer for each Service provided.

5.2 The Customer will pay to Itec each month, per debit order, on or before the due date indicated by Itec on each statement, all amounts due to Itec in terms of these Terms and Conditions, without delay, deduction or set-off, including the Charges due for each month, failing which payment Itec will have the right, on notice, to suspend the provision of the Services to the Customer until all outstanding amounts due to Itec are paid (without prejudice to any of Itec's other rights and/or remedies). In terms of the Communications Services Agreement, the Customer gives Itec authority to draw against the Customer's bank account, wherever it may be, the amounts due to Itec in terms of these Terms and Conditions, save where a different payment method has been agreed between the Parties in writing. On written agreement between both parties, the Customer will pay to Itec each month per Electronic Funds Transfer, within 30 days of the Due Date indicated by Itec on each statement of account, all amounts due to Itec in terms of the Communications Services Agreement, without delay, deduction or set-off, including the charges due for each month, failing which payment Itec will have the right, on notice, to suspend the provision of the Services to the Customer until all outstanding amounts due to Itec are paid (without prejudice to any of Itec's other rights and/or remedies).

5.3 Should the Customer elect not to sign the debit order confirmation the Customer and/or a director of the Customer will be obliged to sign a personal guarantee and/or surety.

5.4 The Customer shall be liable to pay to Itec a once-off installation fee which shall be billed and invoiced to the Customer together with the Charges due for the first month following activation.

5.5 The Customer will be liable to pay per port porting charges in order to port existing numbers away from existing service provider over to Itec's network.

5.6 The Customer will be liable to pay the Charges notwithstanding the failure or suspension, for any reason whatsoever, of any Access Circuit and/or Dedicated Access Circuit which results in the Customer and/or the User being denied access to the Services.

5.7 Itec will be entitled to charge interest on any overdue amount at the Prime Rate plus 6% (six percent).

5.8 In the event that the Customer is in default with any payments due in terms of these Terms and Conditions or any Communications Services Agreement, and to the fullest extent permissible in law, the Customer will be prohibited from porting any number until such time as all outstanding payments have been brought to date. The Customer indemnifies Itec against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of the Customer porting any number in breach of the provisions of this clause.

5.9 The Customer will be liable for any bank charges or any other fees, which Itec may have incurred if a debit order is returned and left unpaid and will pay Itec an administrative fee of R 50.00 (fifty Rand), excluding VAT, for any payments made by a method other than by debit order.

5.10 The Customer agrees that the service charge may fluctuate from time to time with changes in Itec's weighted average costs of conforming to statutory obligations and/or regulations, forex fluctuations and all other similar costs. Itec will provide reasonable notice if such changes in forex fluctuations or other statutory regulations occur. Changes in the service charge as aforesaid may be decreased or increased (in order to recover any increased cost to Itec and/or to maintain the internal rate of return enjoyed by Itec immediately prior to the said change), by such amount as is necessary.

5.11 The Customer agrees that the prevailing service charge will increase once per year on the anniversary of the Activation Date, which rate will be maintained at market related levels.

5.12 The Customer will pay to Itec its re-siting and installation charges for any re-siting of Equipment and/or Services at Itec's then prescribed pricing in the event that any re-siting of the Equipment and/or Services is required.

5.13 The provisioning of certain Broadband Access Circuits and/or Dedicated Access Circuits provided by Itec are subject to availability and/or feasibility. In addition, the performance of such Broadband Access Circuits and/or Dedicated Access Circuit may be subject to operational limitations as described in the Communications Services Agreement and relevant Schedules. The Customer shall have no right to withhold any amounts due to Itec by reason that the Broadband Access Circuit and/or Dedicated Access Circuit selected by the Customer, impacts the provisioning of the Services to the Customer and/or the User in any manner whatsoever. The Customer's sole remedy is described in the relevant Schedule pertaining to that Service.

5.14 The re-siting of Broadband Access Circuits and/or Dedicated Access Circuits provided by Itec are subject to availability and/or feasibility. Whilst Itec will make every effort to accommodate customers wanting to re-site such Circuits, the Customer shall have no right to cancel a Communications Services Agreement during the Initial Period or withhold any amounts due to Itec should a Broadband Access Circuit and/or Dedicated Access Circuit not be feasible at the new location selected by the Customer. The Customer agrees that the recurring cost for a Service that has to be re-sited may differ from the original Communications Services Agreement.

5.15 Itec will charge Pro-rata Billing as from the Activation Date in the following instances:

5.15.1 the Customer is connected to a new Service and the newly connected Service needs to be aligned with Itec's billing cycle;

5.15.2 the Customer changes a Service in a billing cycle. Itec will charge the Customer part of the current Service rate for the current Service and will charge for the new Service as from the Activation Date in that month;

5.15.3 the Customer upgrades a Service. Itec will charge the Customer for the upgraded service as from the Activation Date for the new Service in that month.

6 DOWNTIME AND DELAY

Whereas Itec undertakes to use reasonable endeavours to keep the Services available at all times, the Customer acknowledges that –

6.1 maintenance, remedial works to, modification of, and upgrading of the Services and/or Equipment may take place from time to time which will bring a suspension in the Services. Itec will, if possible, provide the Customer with reasonable notice of any suspension and make all reasonable efforts to keep any suspension of the Services at a minimum and outside of business hours;

6.2 notwithstanding any interruption or delay, these Terms and Conditions will remain valid and enforceable during the period of such interruption. Itec will not be liable for any claim, loss or damages as a result of a delay or suspension of the Services caused by a third-party, an outage on a third-party's network or by any reason not within Itec's control;

6.3 the suspension of the Services as a result of the Customer's actions, negligence, damages to or unlawful use of the Equipment and/or Services shall not entitle the Customer to terminate the Communications Services Agreement and the Customer indemnifies Itec

against any loss, damages, claims or costs as a result of such damages to or unlawful use of the Equipment and/or Services; and

6.4 the infrastructure that offers access to the Services may be dependent on a third-party service provider's infrastructure, which might be a "Best Effort Service." Itec will not be liable for any claim as a result of a disruption of Services due to downtime on third-party infrastructure and/or services.

7 EXCLUSIONS

7.1 Repairs and/or maintenance on the exclusions set out in this clause will only be carried out at the Customer's written request and acceptance thereof by Itec in writing. The Customer agrees to pay Itec's then prescribed rate for such repairs and/or maintenance.

7.2 In the event that any of the Services are provided by any third-party service provider and have been approved and authorised by Itec, such Services will be provided on a Best Effort basis only and will be excluded from any Service Level calculations and penalties.

7.2.1 Without derogating from and in addition to any other provisions herein contained, the Charges do not cover –

7.2.2 any faults caused by a third-party service provider and charges rendered in respect of / relating to telephone lines or the like;

7.2.3 damages, repairs and/or service necessitated by and/or arising out of –

7.2.3.1 service, repairs, alterations and/or specification changes performed without the prior authorisation of Itec;

7.2.3.2 tampering with and/or unauthorised movement or relocation of the Equipment by any person not authorised by Itec;

7.2.3.3 unauthorised connection or integration of the Equipment to other equipment, devices, lines and/or Software; unsuitable environmental influences; and

7.2.3.4 Force Majeure Events, water, lightning, power surges or dips, accidents, negligence, misuse, abuse, any conditions arising out of other connected Equipment, or any use other than that for which the Equipment was designed; and

7.2.3.5 construction of additional facilities which are required to connect the Customer to the Itec network;

7.2.4 network connectivity and/or support thereof, Software upgrades or reloading of Software to Equipment, Software functions not covered by the Customer's software licence and/or Software maintenance other than in accordance with the relevant software licence;

7.2.5 adjustments, alterations and/or repairs required to protect the Equipment against external interferences caused by radio waves, induction and/or other sources;

7.2.6 any system additions, moves, changes and/or deletions requested after initial scope of work has been signed off as completed. This includes:, extension change requests, extension additions, voice recordings and setup, etc.

7.2.7 developments, repairs, additions, adjustments or modifications to the Equipment that are not produced by, or in co-operation with Itec; and

7.2.8 any operating system, package software, application, platforms and/or server or terminal device that is developed by a vendor outside of Itec's supplier of the Equipment and/or Software and which is designed to be used for a wider variety of applications than those developed by such supplier of Itec, for example Microsoft Windows and/or Linux servers, or the use of Equipment in conjunction with third-party equipment and/or software which is proven to be defective or does not meet Itec's specifications for compatibility with the Equipment and/or Software as specified by Itec.

7.3 Subject to clause 7.1, the Customer will be liable to Itec for any repairs, services, consumables and/or parts (as the case may be) excluded from these Terms and Conditions, at Itec's then prescribed rate.

7.4 Notwithstanding anything herein contained, Itec will not be responsible for any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of any acts and/or omissions of Itec and/or its representatives.

7.5 Further and in the event of the Equipment containing data storage devices, Itec will bear no liability in the event of any loss of and/or damage to data stored, and/or intended to be stored, thereon or thereby.

8 ACCEPTABLE USE POLICY

8.1 Thank you for taking the time to read Itec's Acceptable Use Policy (AUP). By accessing Itec's website, or by contracting with us for services, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which may from time to time be made available to you in connection with this service/website. The AUP applies to all aspects of the Service. "Itec" means Itec Integrate (Pty) Ltd, and all of its affiliates (including direct and indirect subsidiaries and parents). "Itec Network" includes, without limitation, Itec's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network.

8.1.1 The purpose of this AUP is to:

8.1.1.1 comply with the relevant laws of the Republic;

8.1.1.2 specify to Customers and users of our services/website, what activities and online behavior are considered an unacceptable use of our services/website;

8.1.1.3 protect the integrity of our network; and

8.1.1.4 specify the consequences that may flow from undertaking such prohibited activities.

8.2 This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our Customer services/legal department.

8.3 Itec respects the rights of our Customers and users of our services to:

8.3.1.1 freedom of speech and expression;

8.3.1.2 access to information; and

8.3.1.3 privacy; human dignity, religion, belief and opinion in accordance with our constitution.

8.4 We undertake not to interfere with any of the rights set out in 9.4, unless:

8.4.1.1 required to do so by law;

8.4.1.2 such rights are exercised for unlawful purposes; or

8.4.1.3 the exercise of such rights threatens to cause harm to another person or affect the integrity of our network.

8.5 Itec specifies the actions prohibited to the Customers and the Users and its suppliers and subsidiaries. The Customer is required to adhere to this policy without exception. By using the Service, the Customer acknowledges that it is responsible for its Users' compliance with the AUP, and that the Customer is responsible for violations of this AUP by any User. The AUP applies to all aspects of the Services provided by Itec in accordance with the relevant Communications Services Agreement.

8.6 All cases of violation of the AUP should be reported to Help Desk@itecgroup.co.za. Itec receives complaints directly from Internet users, through Internet organizations and through other parties. Itec shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before acting under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. Itec has no obligation to forward the complaint to the Customer or the User or to identify the complaining parties.

8.7 The Customer acknowledges that Itec is unable to exercise control over the content of the information passing over the Services and the Internet, including any websites, e-mail transmissions, news groups or other material created or accessible over its Services. Therefore, Itec is not responsible for the content of any messages or other information transmitted over its Services. Itec does not make any commitment, nor do we have any obligation, to monitor or police activity occurring using any of the Services and will have no liability to any party, including the Customer, for any violation of the AUP.

8.8 Itec will attempt to notify the Customer of any activity in violation of the AUP and request that the Customer or the User cease such

activity; however, in cases where the operation of the Core Network is, at its sole discretion, under threat, Itec reserves the right to suspend or terminate the Service or the Customer or the User's access to the Service without prior notification in order to preserve the integrity of its Services to other customers.

8.9 The Customer agrees to promptly investigate all such complaints and take all necessary actions to remedy any violations of this AUP. We may inform the complainant that the Customer is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall identify a representative for the purposes of receiving such communication.

8.10 The Customer agrees to notify Itec immediately if they become aware of an impending event that may negatively affect the Core Network or its Services. This includes extortion threats that involve threat of "denial of service" attacks, unauthorized access, or other security events.

8.11 If the Customer or the User engage in conduct or a pattern of conduct, including without limitation repeated violations by a Customer or the User whereby correction of individual violations does not in Itec's sole discretion correct a pattern of the same or similar violations, while using the Service that violates the AUP, Itec reserves the right to –

    8.11.1 inform the Customer's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP;

    8.11.2 in severe cases to the discretion of Itec, suspend the Customer's account and withdraw the Customer's network access privileges completely until the Customer has corrected the violating condition of this AUP;

    8.11.3 remove or prevent access to content that we deem to be in violation of the AUP or that we otherwise deem unlawful, harmful or offensive;

    8.11.4 charge the offending parties for administrative costs as well as for machine and human time lost due to the incident; and

    8.11.5 share information concerning the violation of the AUP incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.

8.12 Because the Internet is an inherently open and insecure means of communication, any data or information a Customer or the User transmits over the Internet may be susceptible to interception and alteration. Itec makes no guarantee regarding, and assume no liability for, the security and integrity of any data or information a Customer or the User transmits via any of the Services or over the Internet, including any data or information transmitted via any server designated as "secure."

8.13 The Services shall not be used for any unlawful activities or in connection with any criminal or civil violation and the Services shall in all cases be used in compliance with applicable law. Use of the Service for transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This

8.14 includes the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

8.15 Violations of system or network security by the Customer is prohibited and may result in civil or criminal liability. Itec will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of such system or network security violations include the following –

    8.15.1 unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Itec;

    8.15.2 unauthorised monitoring of data or traffic on the network or systems without express authorisation of Itec;

    8.15.3 interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

    8.15.4 forging of any IP Packet Header by IP Spoofing or any part of the header information in an email or a newsgroup posting;

    8.15.5 intentionally transmitting files containing a computer virus or corrupted data;

    8.15.6 attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Services;

    8.15.7 attempts to circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking");

    8.15.8 attempts to interfere with Services to any user, host, or network (referred to as "denial of service attacks");

    8.15.9 obtaining and/or disseminating any unlawful materials, including stolen intellectual property, child pornography, and/or any unlawful hate-speech materials; and/or

    8.15.10 any activity that disrupts, degrades, harms or threatens to harm the Core Network or Itec's ability to deliver the Services to its other customers.

8.16 It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements); forward or propagate chain letters nor malicious e-mail; send multiple unsolicited electronic mail messages or "mail- bombing" to one or more recipient; send bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender; using redirect links in unsolicited commercial e-mail to advertise a website or service. This is strongly objected to by most Internet users and the repercussions against the offending party and Itec can result in disruption of service to other users connected to Itec.

8.17 Maintaining of mailing lists by the Customers and/or the Users is accepted only with the permission and approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed by the Customer.

8.18 Public relay occurs when a mail server is accessed by a third-party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. The Customer's mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed by the Customer.

8.19 Itec reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the Customer and the User. Itec also reserves the right to examine the mail servers of any Customer using Itec mail servers for "smarthosting" (when the user relays its mail off an Itec mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Itec's policy of preserving customer privacy.

8.20 The Customer may obtain and download any materials marked as available for download from the Internet but is not permitted to use its Internet access or the Services to distribute any copyrighted materials unless express permission for such distribution is granted to the Customer by the owner of the materials.

8.21 This AUP applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

8.22 The Services may be used to link into other networks worldwide and the Customer and the User agrees to conform to the acceptable use policies of these networks.

8.23 Service activity will be subject to the available bandwidth, data storage and other limitations of the specific service provided as per the Communications Services Agreement.

8.24 To ensure that all customers and users have fair and equal use of the Services and to protect the integrity of the Core Network, Itec reserves the right, and will take necessary steps, to prevent improper, unlawful or excessive usage thereof, until such improper, unlawful or excessive usage is terminated by the Customer. Such action that Itec may take includes –

8.24.1 limiting Service throughout; and/or

8.24.2 preventing or limiting the Service access through specific ports or communication protocols; and/or

8.24.3 complete termination of the Service to Customers or the Users who grossly abuse the network through improper, unlawful or excessive usage.

8.24.4 Itec prohibits Customers from using Itec's service to harm, or attempt to harm a minor, including, but not limited to, hosting, possessing, disseminating, distributing, or transmitting material that is unlawful, including child pornography.

9 FAIR USE POLICY

9.1 Itec reserves the right to establish policies, rules and limitations concerning the use of any of its services. Customers/Users must comply with any bandwidth capacity management measures, data or voice usage and/or transfer protocol management measures, or other limitations, which Itec may impose from time to time. Failure to comply with these rules may result in the Customer/User's service being restricted, suspended or terminated, in Itec's reasonable discretion.

9.2 Itec reserves the right to manage its network, any IP Services and/or network services to optimize its efficiency for the benefit of all its Customer/Users. Management will be done in the form of:

9.2.1 rate limiting (speed);

9.2.2 transfer protocol filtering and/or limiting (e.g. throttling bit torrents);

9.2.3 rejecting or removing spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, etc. or;

9.2.4 monitoring high voice usage and abuse;

9.2.5 taking any other action deemed appropriate in order to help ensure the security of the network and IP Services and protect the integrity of the network experience for all Customer/Users.

9.3 Itec will manage bandwidth usage to the best of its ability during peak periods, however, it remains a best effort service.

9.4 Itec reserves the right to limit the number of emails that Customer/Users may send in any given period or to limit the total message volume (amount of data) sent per hour.

9.5 Itec reserves the right to suspend, restrict, or block voice services without prior notice if excessive usage, misuse, or any form of abuse is detected that compromises service quality, violates this Fair Use Policy, or impacts other users.

9.6 Customer/Users may not:

9.6.1 create or place an unusually large burden on our network, including, without limitation, continuously uploading, or downloading, or streaming video, or audio;

9.6.2 perform continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send, or retrieve information; or

9.6.3 use the services in an abusive manner in connection with any unlimited or uncapped packages, options or promotions.

9.7 Voice Bundles may not be utilized in conjunction with any bulk outbound calling systems, automated dialing technologies, or high-volume telephony applications, including but not limited to call centre platforms or predictive dialers. Such usage constitutes a breach of this Fair Use Policy and may result in immediate suspension or termination of the Service.

9.8 Customer/Users may not use the service for unattended automated operation, unless otherwise agreed. Customer/Users may stay connected as long as you are actively using that connection. Customer/Users further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnections.

9.9 Customer/Users may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party, or in any other way exploit the service for any commercial purposes. For example, a Customer/User cannot provide Internet access to others through an ADSL, fibre, wireless or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed.

9.10 **Fixed Business Data LTE**

9.10.1 Business Data Fixed LTE – 5G uncapped lite.
Services within this category will be throttled at 2Mbps for the remainder of the month once usage of 400GB has been reached.

9.10.2 Business Data Fixed LTE – 5G uncapped premium.
Services within this category will be throttled at 2Mbps for the remainder of the month once usage of 1TB has been reached.

9.10.3 10 Mbps Itec LTE products
After 500GB data have been depleted, the speed shall be reduced to 4Mbps for the next 50GB of data used. Thereafter 2Mbps for the remainder of the month.

9.10.4 20 Mbps Itec LTE products
After 600GB data has been depleted, the speed shall be reduced to 4Mbps with data allocation of 50 GB. Thereafter 2Mbps for the remainder of the month.

9.10.5 50 Mbps Itec LTE/5G products
After 500GB data has been depleted, the speed shall be reduced to 4Mbps with data allocated of 50 GB. Thereafter 2Mbps for the remainder of the month.

9.10.6 1000GB LTE/5G products
After 1000GB data has been depleted, the speed shall be reduced to 4Mbps with data allocated of 50 GB. Thereafter 2Mbps for the remainder of the month.

9.10.7 Unlimited Mbps Itec LTE/5G products
After 2000GB data has been depleted, the speed shall be reduced to 4Mbps with data allocated of 50 GB. Thereafter 2Mbps for the remainder of the month.

9.11 **Voice Bundles**

9.11.1 Starter Voice Bundle
Includes 2000 minutes per month. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

9.11.2 Growth Voice Bundle
Includes 2400 minutes per month. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

9.11.3 Pro Voice Bundle
Includes 2800 minutes per month. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

9.11.4 Scale Voice Bundle

Includes 3200 minutes per month. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

9.11.5   Enterprise Voice Bundle
Includes 3600 minutes per month. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

10   BREACH

10.1   In the event that the Customer –

10.1.1   commits a breach of any of the terms, conditions, payment obligations, undertakings or representations contained in these Terms and Conditions or the Communications Services Agreement (all of which terms are deemed material), and should such breach be –

10.1.1.1   incapable of being remedied; or

10.1.1.2   capable of being remedied, and the Customer fails to remedy such breach within 30 (thirty) days after receipt of a written notice to that effect from Itec requiring the breach to be remedied;

10.1.1.3   terminates the Communications Services Agreement for any reason whatsoever before the end of the Initial Period;

10.1.1.4   becomes subject to any insolvency proceeding, inter alia, a final or provisional order of liquidation or sequestration, a compromise with any of its creditors, being or in the process of being wound up, being under judicial management, or any business rescue being proposed or has commenced in terms of the Companies Act 71 of 2008;

10.1.1.5   failing to satisfy or failing to make application for the rescission of any judgement that has been granted against it for more than 60 (sixty) days after becoming aware of such judgment;

10.1.1.6   makes false statements in connection with these Terms and Conditions or the Communications Services Agreement;

10.1.1.7   commits any fraudulent act or makes any misrepresentation in relation to these Terms and Conditions or the Communications Services Agreement;

10.1.1.8   repudiates these Terms and Conditions or the Communications Services Agreement or any of the obligations set out herein; or

10.1.1.9   does anything to prejudice Itec's right under these Terms and Conditions or the Communications Services Agreement,

10.1.1.10   Itec will be entitled, without prejudice to any other rights it may have in terms of these Terms and Conditions or in law, to cancel all of the Communications Services Agreements and/or claim all amounts which are in arrears at the date of cancellation, including interest, and all payment that would have been paid by the Customer from the date of the aforesaid cancellation until the next earliest possible date upon which the Communications Services Agreements could have terminated on notice as pre-estimated liquidated damages.

10.2   Should Itec instruct an attorney to collect any amounts in terms of breach of these Terms and Conditions, or take any other action under these Terms and Conditions for the enforcement of its rights hereunder, the Customer will be liable to pay all fees and other legal charges on the scale as between attorney and own client, whether Court proceedings have been instituted or not.

10.3   In the event that Itec –

10.3.1   commits a material breach of any of the terms, conditions, payment obligations, undertakings or representations contained in these Terms and Conditions or the Communications Services Agreement, and should such breach be –

10.3.1.1   incapable of being remedied; or

10.3.1.2   capable of being remedied, and Itec fails to remedy such breach within 30 (thirty) days after receipt of a written notice to that effect from the Customer requiring the breach to be remedied,

10.3.1.3   then the Customer will be entitled, without prejudice to any other rights which it may have in terms of these Terms and Conditions or at law, either, to claim specific performance by Itec, or to immediately terminate the Communications Services Agreement. The Customer's remedies in the event of a breach by Itec will be limited to a claim for the repayment of the Charges for the relevant period in question as contained in the applicable Communications Services Agreement.

11   SERVICE CREDITS

11.1   Where any service credits for SLA failures may be applicable and for the purpose of calculating Service Credits, the start of the problem occurrence will be considered to begin when the Service Ticket is opened with Help Desk in accordance with Schedule 1 and Schedule 2.

11.2   If the Customer does not initiate a Service Ticket with Itec, Itec will not be obligated to issue, and the Customer will not be eligible to receive Service Credits for the non-compliance.

11.3   The duration of the Service-outage period will be determined by the Parties, acting reasonably, based upon the Parties' internal records and the Help Desk Trouble Ticket.

11.4   All Service Credits will be calculated based on the MRC for the affected Service during the relevant Billing Month and applied to the same affected Service(s). For greater clarity, Service Credits will be calculated as a percentage of the MRC and the Billing Month for the specific Service(s) affected by Service deficiency and shall not be based on the aggregate amount of the monthly billing to Customer for all Service(s).

11.5   Any request for Service Credits must be in writing and must be received by Itec debtors department no later than 30 (thirty) days after the applicable Service failure. Each valid and approved Service Credit will be applied to an invoice of the Customer within two billing cycles after Itec's receipt of Customer's request for the Service Credit. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Itec.

11.6   The Service Credit for multiple target objective failures resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.

11.7   Notwithstanding anything in any Schedule in these Terms and Conditions to the contrary, the total amount of Service Credits credited to a Customer in connection with non-performance of SLA in any calendar month shall not exceed 100% of the MRC invoiced to Customer for such month for the particular Service.

11.8   Itec's failure to achieve or maintain the above target objectives set out in the SLA is not a breach or material default of these Terms and Conditions or the Communications Services Agreement, and the award of Service Credits shall be the Customer's sole remedy and Itec's sole liability for any such failure or corresponding degradation, interruption or loss of Service. The Customer agrees that such Service Credits paid are regarded as full and final settlement of breach of SLA 's for that specified period.

11.9   Itec will not be obligated to fulfil any penalty claims submitted by the Customer on any services supplied by Itec should the Customer's account with Itec be in arrears.

12   INTELLECTUAL PROPERTY RIGHTS

12.1   All right, title and interest in and to the "Itec" name and logos and/or any other trademarks, brand names and/or logos used by Itec, or its Affiliates and/or which relate to the Equipment, Services and the Software ("Trademarks") vest in Itec (or its supplier and/or licensee, as the case may be), and the Customer has no claim of any nature thereto. Similarly, all rights in and to the intellectual

property associated with and/or relating to the Software, Services and the Equipment irrevocably vests in Itec (or its suppliers or licensees, as the case may be), and all Software provided remains the exclusive property of Itec (or its suppliers or licensees, as the case may be).

12.2 The intellectual property rights attaching to the Software may be held by the third-party owner thereof. Accordingly, to the extent permitted by such third-party, Itec hereby grants to the Customer and/or the User a non-exclusive license to use the Software for the purpose for which it was supplied for the duration of these Terms and Conditions.

12.3 Before Itec supplies any Software to the Customer, the Customer shall enter into the applicable software license agreement pertaining to the Software to protect the intellectual property rights of Itec and its suppliers or licensees in and to the Software. If the Customer breaches any of the terms of any such software license agreement, Itec shall be entitled to terminate such software license agreement or cause any such software license agreement to be terminated with immediate effect, without prejudice and in addition to any and all other rights and remedies of Itec in such circumstances. The Customer hereby consents to Itec inspecting an installation at the Site for the purpose of verifying whether a programme configuration of Software supplied to the Customer conforms to the Customer's information as registered with Itec and/or as specified in the applicable software license agreement, and in the event of the Customer's system being discovered to contain an installation or configuration of the Software not in conformity with the Customer's information as registered with Itec and/or as specified in the applicable software license agreement, Itec shall be entitled to terminate the Customer's unauthorised use of the Software.

12.4 The Customer undertakes to keep confidential (as per clause 14) all operating manuals and other documentation supplied by Itec in terms of these Terms and Conditions and shall disclose same to its employees, agents or contractors on a need-to-know basis.

12.5 The Customer shall not nor permit anyone else to, without the prior written consent of Itec, to copy, reverse engineer, decompile, modify, tamper with, vary, enhance, copy, sell, lease, licence, sub-licence or otherwise deal with the Software, the operating manuals or other documentation, or any part, variation, modification, release or enhancement thereof or have any software or program written or developed based on it;

12.6 The Customer shall not, by means of the Services, infringe the intellectual property rights of any third-party by means of, inter alia, the using, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing Software, video or audio content or any other material owned by any third-party and protected in terms of any intellectual property rights, trademark law or other proprietary rights.

12.7 The Customer hereby indemnifies Itec against any direct and indirect costs, claims, damages and/or expenses which may be incurred by Itec as a result of any claim brought by any third-party arising out of the breach of the provisions of this clause 12 (whether by the Customer, the User or any other party engaged by the Customer and/or the User), including all and any legal costs incurred on an attorney and own client scale.

13 DATA PROTECTION
13.1 INTERPRETATION
13.1.1.1 "**Data Protection Legislation**" means any and all laws relating to the protection of data or of Personal Information relevant to a Party, including POPI, the GDPR (to the extent applicable) and the protection of Personal Information principles agreed to in these Terms and Conditions;

13.1.1.2 "**GDPR**" means the General Data Protection Regulation 2016/679, as amended from time to time;

13.1.1.3 "**Personal Information**" shall have the meaning ascribed thereto in applicable Data Protection Legislation;

13.1.1.4 "**POPI**" means the Protection of Personal Information 4 of 2013; and

13.1.1.5 "**Process**" shall have the meaning ascribed thereto in applicable Data Protection Legislation.

13.2 PROCESSING OF PERSONAL INFORMATION
13.2.1.1 Each Party warrants to and in favor of the other that it shall at all times during the term of these Terms and Conditions comply with Data Protection Legislation.

13.2.1.2 The Customer acknowledges that Itec may be required to Process the Personal Information of the Customer and other relevant data subjects (including the Customer's customers) ("Customer Personal Information") in connection with and for the purposes of providing its Services to the Customer and for fulfilling its obligations in terms of these Terms and Conditions.

13.2.1.3 Itec shall —
13.2.1.3.1 only Process the Customer Personal Information for the purpose(s) connected with the provision of the Services and to the extent strictly necessary to provide the Services, except to the extent specifically requested to do otherwise by the Customer in writing or required by Data Protection Legislation or other Applicable Laws;

13.2.1.3.2 comply with all reasonable, lawful directions and instructions which may be given by the Customer regarding the Processing of the Customer Personal Information;

13.2.1.3.3 only Process the Customer Personal Information strictly in compliance with Data Protection Legislation and Itec's privacy policy (available on the Itec website or on request); and

13.2.1.4 secure the integrity and confidentiality of the Customer Personal Information in its possession or under its control by taking appropriate, reasonable technical and unauthorized measures to prevent –
13.2.1.4.1 loss of, damage to, or unauthorized destruction of the Customer Personal Information; and/or

13.2.1.4.2 unlawful access to or unlawful Processing of the Customer Personal Information.

13.2.1.5 Where the Customer provides Itec with Personal Information relating to a third-party data subject (including but not limited to the Customer's staff, suppliers, customers, directors, shareholders, and affiliates), the Customer warrants that it has obtained all necessary approvals and/or consents, as applicable, from such third-party data subjects and to the extent required by applicable law, for the Customer to share such Personal Information with Itec (unless otherwise unauthorized to share their Personal Information in terms of another lawful basis).

13.2.1.6 The Customer shall be liable to Itec for its failure to comply with any of its obligations under this clause 13 and shall indemnify Itec against all claims, damages, costs, or administrative fines arising therefrom, except to the extent caused by Itec's breach of its obligations. The indemnification provisions in this clause 13.2.1.6 are in addition to, and do not in any way derogate from, any statutory or common law remedy Itec may have for breach of these Terms and Conditions, including breach of any representation or warranty.

14 CONFIDENTIALITY
14.1 Subject to clause 14.2, each Party undertakes to the other Parties that it will treat as confidential the terms of these Terms and Conditions and Communications Services Agreement together with all information whether of a commercial, financial, personal or technical nature or otherwise relating in any manner to its business or affairs of the other Party as may be communicated to it hereunder or otherwise in connection with these Terms and Conditions and Communications Services Agreement and will not disclose such information to any person, firm or company (other than to its auditors and other professional advisers) or to the media, and will not use such information other than for the purposes of these Terms and Conditions and Communications Services Agreement, subject always to any prior specific authorisation in writing by the Parties concerned to such disclosure or use.

14.2 The provisions of clause 14.2 shall not apply to any information which –
14.2.1.1 is in the public domain other than by default of the recipient Party;

14.2.1.2   is obtained by the recipient Party from a bona fide third-party having the right to disseminate such information;

14.2.1.3   is or has already been independently generated by the recipient Party;

14.2.1.4   is required to be disclosed by law or the valid order of a court or governmental or other regulatory authority or agency, in which event the disclosing Party shall notify the other Party as promptly as practicable (and if possible prior to making any disclosure) and shall use its reasonable endeavours to seek confidential treatment of such information;

14.2.1.5   is required to be disclosed pursuant to any rules of any recognised stock exchange.

14.3   The obligations contained in this clause 14 shall endure beyond the termination of these Terms and Conditions and Communications Services Agreement without limit in time except until any confidential information enters the public domain otherwise than through default of the recipient Party.

15 NON-CIRCUMVENTION

15.1   Neither party to this Agreement shall, without the written consent of the other party, which consent shall not be unreasonably delayed or withheld, directly, indirectly or in any capacity as agent, contractor or otherwise, at any time while this Agreement is in force and for a period of 2 (two) years after termination of this Agreement for whatever reason, approach, encourage, entice, induce, solicit, or cause a third party to employ any person employed by the other party.

15.2   In the event of either of the parties ("Soliciting Party") employing the employee of the other party contrary to the provisions of 11.1, the Soliciting Party shall be obliged to effect payment of an amount equal to the total annual cost to company of the employee to the employer within 30 (thirty) days of the date of appointment of the employee by the Soliciting Party as pre-liquidated damages without prejudice to any other rights the employer may have in law vis-à-vis the Soliciting Party.

15.3   At any time prior to the expiration of this Agreement and for a period of 2 (two) years thereafter, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the disclosing party shall constitute Confidential Information and the receiving party or any of its affiliates or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the disclosing party):

15.4   directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the disclosing party; or

15.5   seek to by-pass, compete, avoid or circumvent the disclosing party from any business opportunity that relates to the Agreement by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

15.6   The receiving party covenants that any financial gain made by it, or any associated party, from a breach of this clause 11 shall be held on trust for the benefit of the disclosing party and then be transferred to a nominated account of the disclosing party, until which time such outstanding amount shall incur interest at the rate of prime plus 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the receiving party shall pay the interest together with the overdue amount.

15.7   Clause 15.4 does not affect the disclosing party's ability to also sue for damages should the covenants in clause 11 be violated in any way.

16 DISPUTE RESOLUTION

16.1   Any dispute, claim or disagreement arising from or relating to this Agreement shall be finally settled by arbitration in accordance with the rules for commercial arbitration of the Arbitration Foundation of Southern Africa by one arbitrator appointed in accordance with the rules.

16.2   The decision of the arbitrator may be made an order of court and nothing shall preclude either Party from access to a competent court for interim relief in the form of an interdict or order for specific performance pending the outcome of arbitration or in respect of such arbitration. For these purposes the Parties submit to the non-exclusive jurisdiction of the South Gauteng High Court.

16.3   This Agreement shall in all respects be governed by the law of South Africa.

17 DOMICILIUM AND NOTICES

17.1   The Parties choose domicilium citandi et executandi ("domicilium") for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms and Conditions the physical address, fax number or e-mail address as set out in the Communications Services Agreement.

17.2   Each Party shall be entitled from time to time, by written notice to the other/s, to vary its domicilium to any other physical address within South Africa, fax number or e-mail address.

17.3   Any notice given, and any payment made by a Party to another Party which is delivered by hand during the normal business hours of the addressee at the addressee's domicilium shall be rebuttably presumed to have been received by the addressee at the time of delivery.

17.4   Any notice given by a Party to another Party by fax or e-mail shall be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.

17.5   Notwithstanding anything to the contrary in this clause 16, a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given domicilium or in the manner contemplated by the foregoing provisions of this clause 16.

18 INDEPENDENT ADVICE AND RELIANCE

Each of the Parties hereby acknowledge and agrees that –

18.1   it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of these Terms and Conditions and Communications Services Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so;

18.2   all of the provisions of these Terms and Conditions and Communications Services Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with these Terms and Conditions and Communications Services Agreement; and

18.3   it has not placed any reliance upon the advice, views and/or opinions expressed by the other of them or the other Party's independent legal, tax and other advisors in the preparation, negotiating, executing, and implementing of these Terms and Conditions and Communications Services Agreement.

19 LIMITATION OF LIABILITY

19.1   Unless otherwise provided in this Agreement, neither Party shall be liable to the other for any indirect or consequential damages.

19.2   Nothing in this Agreement shall restrict either Party's liability for:

19.2.1.1   fraud; or

19.2.1.2   death or personal injury caused by its negligence or intentional or wilful act; or

19.2.1.3   damage to real or tangible personal property caused by its gross negligence or intentional or wilful misconduct; or

19.2.1.4   any breach of its obligations under this Agreement in respect of confidentiality and intellectual property; or

19.2.1.5 any breach of a provision in terms of which it indemnifies the other Party; or

19.2.1.6 any other liability that cannot be excluded by law.

19.3 If a Party is in breach of any obligations under this Agreement (or any part of it) to the other Party or if any liability arises (including for negligence and breach of statutory duty) then such Party's liability to the other Party shall be limited to total charges paid in the 12 (twelve) month period prior to the date on which a claim arose, for clarity on date of occurrence of the breach.

19.4 The limitation of liability contained in this clause 18 shall apply to the fullest extent permissible in law and shall be for the benefit of the Parties and their directors, employees, its agents or any other persons for whom it may be liable in law.

20 APPLICABLE LAW

20.1 All matters arising from or in connection with these Terms and Conditions, its validity, existence or termination shall be determined in accordance with any Applicable Laws and the laws for the time being of South Africa.

21 GENERAL

21.1 This document constitutes the sole record of the agreement between the Parties in relation to its subject matter and supersedes all other agreements or understandings relating to the subject matter hereof.

21.2 No Party shall be bound by any representation, warranty, promise or the like not recorded in this document.

21.3 Itec reserves the right to amend, add, vary, or novate these Terms and Conditions by notice to the Customers, which notice may be published on Itec's Online Portal in accordance with 2.4.

21.4 No suspension of a right to enforce any term of these Terms and Conditions and no pactum de non petendo shall be of any force or effect unless in writing and duly signed by or on behalf of the Parties.

21.5 No indulgence which a Party may grant to another party shall constitute a waiver of any of the rights of the grantor unless in writing signed by both Parties.

21.6 The Parties hereby consent in terms of section 45 of the Magistrates Courts Act 32 of 1944 to the jurisdiction of the Magistrates' Court for purposes of any proceedings in terms of or incidental to these Terms and Conditions, provided that the Parties shall have the right to institute proceedings in any division of the High Court of South Africa having jurisdiction, whereby costs shall be determined in terms of the High Court tariffs.

21.7 A certificate signed by any director or manager of Itec, whose appointment and designation need not be proved, will be prima facie proof of the Customer's indebtedness to Itec, the rate of interest payable thereon and the date from which such interest is calculated.

21.8 All costs, charges and expenses of any nature whatsoever which may be incurred by a Party in enforcing its rights in terms of these Terms and Conditions and the Communications Services Agreement, including legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the Party against which such rights are successfully enforced and shall be payable on demand.

21.9 The Customer indemnifies and keeps indemnified Itec and its personnel against all loss, claims of whatsoever nature, damage, liability, penalty, costs (including legal costs on attorney and own client scale) and expenses suffered or incurred by Itec under contract, delict, breach of duties (statutory or otherwise) or any other basis and howsoever arising as a result of:

21.9.1 a negligent, fraudulent or wrongful act or omission by the Customer (or its personnel) and/or the User under or in relation to these Terms and Conditions or any Communications Services Agreement;

21.9.2 the Customer (or its personnel) and/or the User breaching or failing to comply (or Itec being held liable or deemed to have breached or failed to comply as a direct result of a breach or failure by the Customer) with any law;

21.9.3 any breach by the Customer and/or the User of any of the terms, conditions, representations or warranties contained in these Terms and Conditions; and/or

21.9.4 any act or omission of any third-party appointed by the Customer engaged by the Customer and/or the User.

21.10 Itec is entitled to cede and/or assign its rights and/or obligations under these Terms and Conditions without prior notice to, and/or without the prior consent of, the Customer. The Customer may not cede and/or assign any of its rights and/or obligations under these Terms and Conditions without the prior written consent thereto of Itec, which consent will not be withheld unreasonably.

21.11 The provisions of these Terms and Conditions shall be binding upon the successors-in-title and the permitted assigns of the Parties.

21.12 The Customer will not, without the written consent of Itec, directly or indirectly or in any capacity as agent, contractor or otherwise, at any time while these Terms and Conditions is in force and for a period of 2 (two) years after termination of these Terms and Conditions for whatever reason, approach, encourage, entice, induce, solicit, or cause a third-party to employ any person employed by Itec.

21.13 At any time prior to the expiration of these Terms and Conditions and for a period of 2 (two) years thereafter, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the disclosing Party in respect of the these Terms and Conditions, the Services and any related business opportunity shall constitute Confidential Information and the recipient Party or any of its affiliates or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the disclosing Party):

21.13.1 directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third-party identified or introduced by the disclosing Party; or

21.13.2 or seek to bypass, compete, avoid or circumvent the disclosing Party from any business opportunity by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

21.13.3 The recipient Party covenants that any financial gain made by it, or any associated party, from a breach of clause 20.13 shall be held on trust for the benefit of the disclosing Party and then be transferred to a nominated account of the disclosing Party, until which time such outstanding amount shall incur interest at the rate of Prime plus 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the recipient Party shall pay the interest together with the overdue amount.

21.14 The Customer hereby confirms and warrants that, as at the date of these Terms and Conditions, its annual turnover or asset value is equal to or exceeds R 2 000 000.00 (two million Rand). Furthermore, the Customer undertakes immediately to notify Itec in writing in the event of its annual turnover or asset value dropping be-low R 2 000 000.00 (two million Rand) at any stage throughout the duration of these Terms and Conditions, failing which it will be deemed that the Customer's annual turnover or as-set value has remained above R 2 000 000.00 (two million Rand) throughout the duration of these Terms and Conditions.

21.15 The Customer hereby agrees that Itec is entitled at any time to communicate with any person to obtain and provide any information relating to the Customer's payment behavior, credit worthiness or defaults.

21.16 These Terms and Conditions do not create a partnership, joint venture, employment or agency between the Parties and neither Party shall be liable for the debts of the other Party howsoever incurred.

21.17 All provisions in these Terms and Conditions are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. Any provision of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction

only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these Terms and Conditions shall be of full force and effect. The Parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provisions if they were aware of such unenforceability at the time of its execution.

21.18 No remedy conferred by these Terms and Conditions is intended, unless specifically stated, to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. The election of any one or more remedy by a Party shall not constitute a waiver by such Party of the right to pursue any other remedy available at law.

SCHEDULE 1: RESPONSE AND FAULT PROCEDURES

1   RESPONSE TIMES AND FAULT REPORTING PROCEDURES

The procedure below must be followed by the Customer when reporting a fault, incident or change request in respect of any Equipment or Service. Adherence to these procedures will ensure the best possible response and timeous resolution of any incidents or faults.

1.1   **Definitions**:
   1.1.1. **"Resolution Time"** means the maximum time permitted to restore the Service or to provide a temporary workaround that returns the Service to operational levels, to the extent such restoration or workaround is within Itec's reasonable control. Resolution Time excludes any delays resulting from Customer-owned or unsupported equipment, Customer-caused actions, restricted access to the Site, third-party carrier or upstream network failures, cyber-security incidents, scheduled maintenance, non-redundant or single-path infrastructure, environmental or power-related issues at the Site, Customer-driven delays, or any force majeure events.
   1.1.2. "**Response Time**" means the time from when Itec receives a fault or request to when Itec formally acknowledges it via email, ticketing system and provides a ticket reference number.
1.2   The Customer's nominated Service Manager/s shall be the primary contact responsible for contacting Itec in the event of a fault, incident or change request and to receive proactive Itec outage notifications.
1.3   In the event of any fault, incident or change request, the customer must contact the Help Desk –
   1.3.1   by email to helpdesk@itecsupport.co.za;
   1.3.2   by telephone on 086 101 4832 (during business hours); or
   1.3.3   by telephone on 010 492 7000 (Priority 1 only, after business hours).
   1.3.4   The Customer is required to provide sufficient, accurate information when contacting the Help Desk to enable it to identify the location of the fault, the contact person on Site, the nature of the fault or incident and the Equipment or Service that is affected. All change requests must be confirmed in writing via email to helpdesk@itecsupport.co.za;
1.4   Once the fault, incident or change request has been logged, the Customer will receive a Service Ticket reference number from the Help Desk which must be used by the Customer when enquiring on the status of the fault, incident or change request. No fault, incident or change request will be attended to unless a call has been logged and a reference number provided.
1.5   Itec will contact the Customer to attempt to rectify the problem over the telephone or via Itec's remote assistance systems. The Customer is required to cooperate with Itec to ensure that the fault, incident or change request is repaired immediately or, alternatively, that a technician with the necessary background knowledge of the fault and the spare parts is dispatched to the Site to rectify the problem. In some instances, it may be required for photographic evidence to be provided in support of incident troubleshooting and resolution, please provide this information as and when requested.
1.6   Itec will provide feedback to the Customer on the cause of the fault, incident or change request and the resolution thereof as well as any applicable recommendations.
1.7   The various "Response Times" outlined in this Schedule are measured from the moment the Customer logs a Service Ticket with the Help Desk and receives a ticket reference number and confirmation email, up until Itec begins addressing the service request, whether remotely or onsite.
1.8   Unless otherwise provided for in a specific Communications Services Agreement and associated Schedule hereto, the Help Desk provides telephonic and remote support during business hours. However, any Service Tickets logged after 15:00 will be deemed as logged at 08:00 on the following business day. All Service Tickets logged with the Help Desk will be measured against the criteria set out in this Schedule unless the Customer agrees to after-hours support charges which will be quoted by the Help Desk on request of the Customer.
1.9   In the event that a Service Ticket falls outside the scope of Itec's services to the Customer as part of one or more Communications Services Agreements, the Service Ticket will be referred back to the customer for action/resolution and where practical, Itec will provide information to enable the Customer to action resolution with its external provider.
1.10   Service Tickets will be dealt with based on the Priority Type of the fault, incident or change request in terms of the Priority Matrix below and multiple Service Tickets of the same priority, will be dealt with on a first come first served basis.
1.11   Onsite support will be arranged at the discretion of Itec, subject to all telephonic and/or remote support efforts having been exhausted, and if applicable, the Customers acceptance of billable charges by an official purchase order and/or signed acceptance of quote prior to commencement of the support services.

2   ONSITE RESPONSE TIMES

2.1 Response times apply during business days within a 50km radius of an Itec direct service centre.

Priority Type	Radius	Response Times
Priority 1	Within 50km	Same Business Day (where possible)
	Beyond 50km	Next Business Day (incl. travel time) *
Priority 2	Within 50km	Next Business Day
	Beyond 50km	Two Business Days (incl. travel time) *
Priority 3	Within 50km	Within Two Business Days
	Beyond 50km	Three Business Days (incl. travel time) *
Priority 4	Within 50km	Within Three Business Days
	Beyond 50km	Four Business Days (incl. travel time) *

* An additional travelling charge per kilometer (based on the standard AA rate) is applicable for every kilometer outside of a 50km radius.

2.2   To expedite high priority Service Tickets, any Priority 1 Service Ticket reported via e-mail must also be followed up with a phone call from the Customer to the Help Desk as soon as the Service Ticket is logged.
2.3   The Response Times will not apply to any of the following Service Tickets logged –
   2.3.1   any system additions, moves, changes and/or deletions;
   2.3.2   any environmental faults not directly related to the equipment or system installed by Itec;
   2.3.3   original equipment manufacturer Software maintenance subscription and/or assurance;
   2.3.4   any upgrades not directly related to a system fault; or
   2.3.5   total disaster recovery where all or a large portion of the Equipment is damaged. In the event of a Site disaster, Itec will assist on a Best

Effort basis to restore essential services, upon the Customer's acceptance of billable charges by an official purchase order and/or signed acceptance of quote prior to commencement of the support services, as soon as is reasonably possible under the circumstances.

2.4 Notwithstanding the undertakings by Itec regarding Response Times, should the work, including travel time, extend outside of normal business hours, the Customer will be offered the option of paying an overtime surcharge and allowing work to continue to completion, or postponing the fault, incident or change request until 08:00 on the following business day. Itec will not be held liable to the Customer for any losses or damages should the Customer choose to postpone the fault, incident or change request.

3 DIRECT ESCALATION PATH

3.1 All Service Tickets need to be logged with the Help Desk and a reference number obtained before a fault, incident or change request can be escalated using the Direct Escalation Path as per Table 1.2 below.

Table 1.2 Direct escalation paths					
Escalation Level	Priority 1	Priority 2	Priority 3	Priority 4	Contacts
Log the call	45 minutes	2 Hours	4 Hours	6 Hours	Help Desk: 086 101 4832 Help Desk@itecgroup.co.za
Escalation 1	2 Hours	6 Hours	12 Hours	24 Hours	Team Leader 1@iteccomms.co.za, 010 492 7001
Escalation 2	3 Hours	12 Hours	24 Hours	48 Hours	Management 2@iteccomms.co.za, 010 492 7002
Escalation 3	4 Hours	18 Hours	36 Hours	72 Hours	Senior Management 3@iteccomms.co.za, 010 492 7003
After Hours *	**Extended Hours – Priority 1, SLA only**			**Standby Staff, After Hours, 010 492 7000**	

* **Afterhours applies to services specifically covered by an after-hours Service Level Agreement for Priority 1 cases**

4 PRIORITY MATRIX

4.1 The time referred to in the Priority Matrix in Table 1.3 below refers only to business hours.

Table 1.3 Priority matrix			
Priority Type	**Definition**		
Priority 1	Nature of Fault	Conditions exist that cannot be prevented or avoided by a workaround or fix. The Service is severely degraded or not functioning	
	Business Operations	Critical. The Customer is completely down – all users affected	
	Response Definition	Help Desk agents respond immediately, assess the situation, escalate internally with senior resources or externally with service provider (whichever is applicable)	
	Response Time (engagement with Customer)	From time Service Ticket is logged until engagement of a Help Desk agent with the Customer	45 Minutes
	Resolution Time	The time resolution has been reached or time has run out for specific support level before escalating to the next support level	4 Hours
	Direct Escalation Path to follow after 4 Hours	Level 3	3@iteccomms.co.za
Priority Type	**Definition**		
Priority 2	Nature of Fault	Condition exists that causes the Services to be partially inoperative. Some major functions are not working. The Services are being limited or hindered, resulting in limited functionality	
	Business Operations	Significant. High volumes of users or senior level users are affected	
	Response Definition	Help Desk agents respond using standard procedures and operating within normal supervisory management	
	Response Time (engagement with Customer)	From time Service Ticket is logged until engagement of a Help Desk agent with the customer	2 Hours
	Resolution Time	The time resolution has been reached or time has run out for specific support level before escalating to the next support level	6 Hours
	Direct Escalation Path to follow after 4 Hours	Level 1 Level 2 Level 3	1@iteccomms.co.za 2@iteccomms.co.za 3@iteccomms.co.za
Priority Type	**Definition**		
Priority 3	Nature of Fault	Conditions exist that allow services to be used with limited functionality, users/systems are able to perform basic functions	
	Business Operations	Not Severe. Low volume and or some regular level users are affected	
	Response Definition	Help Desk agents respond using standard procedures as time allows	
	Response Time (engagement with Customer)	From time Service Ticket is logged until engagement of a Help Desk agent with the customer	4 Hours
	Resolution Time	The time resolution has been reached or time has run out for specific support level before escalating to the next support level	12 Hours
	Direct Escalation Path to follow after 4 Hours	Level 1 Level 2 Level 3	1@iteccomms.co.za 2@iteccomms.co.za 3@iteccomms.co.za
Priority Type	**Definition**		
Priority 4	Nature of Fault	Configuration changes or less than 10% of services not functioning	
	Business Operations	Low Severity. Adds, moves, changes, scheduled maintenance	
	Response Definition	Help Desk agents respond using standard procedures as time allows	
	Response Time (engagement with Customer)	From time Service Ticket is logged until engagement of a Help Desk agent with the customer	6 Hours
	Resolution Time	The time resolution has been reached or time has run out for specific support level before escalating to the next support level	24 Hours
	Direct Escalation Path to follow after 4 Hours	Level 1 Level 2 Level 3	1@iteccomms.co.za 2@iteccomms.co.za 3@iteccomms.co.za

SCHEDULE 2: MAINTENANCE AND WARRANTY

1. EQUIPMENT WARRANTY

1.1. The standard original manufacturer's / supplier's ("Supplier") warranty of a minimum of 12 (twelve) months will apply to the Equipment from the Delivery Date ("Warranty Period"). The warranties only apply to Equipment supplied by Itec.

1.2. The standard terms and conditions of the Supplier's warranty will apply hereto as if specifically set forth herein and is available on request.

1.3. The warranty will be void and lapse immediately if the Customer, the User and/or any unauthorized third-party performs any work on the Equipment and/or should any unauthorized and untested equipment be connected to the Equipment.

1.4. The warranty will not cover, inter alia, defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of the Equipment including antenna or cosmetic damage; installation, maintenance and service of the Equipment by a third-party; Equipment that has been altered or modified without proper authorization by Itec; Equipment rendered inoperative by fire, flood, lightening, or any Force Majeure event; or Equipment not run on a dedicated and grounded electrical outlet with a surge protector and/or damaged from power surges.

1.5. The Customer must log a service request with the Help Desk in terms of the Response and Fault Procedures.

1.6. In the event of Equipment failure during the Warranty Period, the Customer may either deliver the Equipment to Itec at their own cost or request Itec to collect it from the Site. Where collection is requested, standard call out, collection and travel charges will apply. Itec will then facilitate the warranty process with the supplier for the Equipment repair or replacement thereof, at Itec or the Supplier's sole discretion.

1.7. The Equipment must be in a suitable container accompanied by the Customer's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of the Equipment and Itec's name and address.

1.8. The Supplier may, at its sole option, use refurbished or new parts or components when repairing any Equipment or replacing the Equipment. The Warranty Period on all repaired/replaced Equipment will be for a period equal to the remainder of the Warranty Period on the original Equipment.

1.9. The Customer must pay all parts, shipping, and labour charges for the repair or return of any Equipment not covered by the warranty as determined by the Supplier in its sole discretion.

1.10. Except as stipulated in the warranties herein, the Customer takes the Equipment "as is." Itec makes no representation or warranty with respect to the Equipment except those stated herein and there are no conditions, express or implied, statutory or otherwise, of any kind whatsoever with respect to the Equipment. No instruction manual shall be construed to create an express warranty of any kind whatsoever with respect to the Equipment. All implied warranties and conditions that may arise by operation of law, including, if applicable, the implied warranties of merchantability and fitness for a particular purpose; any implied warranties arising from statue, trade usage, course of dealing or course of performance warranties of title or non-infringement; design, condition, quality or performance of the product; the workmanship of the product or the components contained therein; compliance of the product with the requirements of any law, rule, specification or contract pertaining thereto, are hereby expressly excluded unless specifically contained in the warranty terms and conditions, and Itec disclaims all such warranties.

1.11. Itec shall not be liable for any damages of any kind, including incidental, special or consequential damages, loss of profits or benefits or for any and all damages resulting from the Customer's, use, or misuse of, or inability to use the Equipment or arising directly or indirectly from the use or loss of use of the Equipment or from the breach of the express warranty, or for any breach of contract or for any claim brought against the Customer by any other party. Itec makes no warranties or representations and there are no conditions, express or implied, statutory or otherwise, as to the quality, capabilities, operations, performance or suitability of any third-party software or equipment that is included with the Equipment supplied by Itec or otherwise, including the ability to integrate any such software or equipment with the Equipment.

1.12. Unless otherwise specifically covered under a specific Service Level Agreement plan, Itec will provide the Customer with a quotation for the replacement or repair of all Equipment that falls outside of the Warranty Period together with applicable call-out, travel and labour fees at Itec's then prescribed rate. Itec will supply the Equipment and applicable services on acceptance by the Customer of Itec's quotation.

2. MAINTENANCE OF PBX EQUIPMENT AND CHARGES

2.1. Itec will provide the Customer with maintenance for hosted or onsite PBX systems and components supplied by Itec as per the selected Service Level Agreement type associated to the solution, and unless otherwise stated on the selected Service Level Agreement, does not include call outs, travel outside of a 50km radius and onsite labour. The Service Level Agreement will be charged on a monthly basis for the for the Initial Period and thereafter on a month-to-month basis until either party gives 90 (ninety) days' written notice of cancellation.

2.2. Should the Customer refuse to proceed with a Service Level Agreement type, the Customer acknowledges that any maintenance of PBX Equipment and components is subject to the availability of Itec support and product availability and will be charged at Itec's then prescribed rates.

2.3. In circumstances where no Service Level Agreement ("SLA") is in effect, the Customer shall be liable for the Charges set out in Table 2.1 for any system additions, extensions, relocations, modifications, or deletions requested following the completion and acceptance of the initial scope of work. Where an SLA is in effect, such Charges shall become applicable in respect of any work, service, or request that falls outside the scope, entitlements, or response parameters defined in that SLA. All such Charges are subject to amendment from time to time at Itec's sole discretion.

2.4. Maintenance services are subject to the Customer's account with Itec being in good standing.

2.5. The maintenance charges exclude call-outs, travel beyond a 50 km radius from the nearest Itec Service Centre, onsite labour, and the replacement or supply of any Equipment. Notwithstanding the provisioning of Hosted Communication Platform Services and any associated Voicegate or Value Add Services, where Equipment failure is not covered under the Supplier's warranty, or where the Equipment is deemed beyond economic repair, the cost of replacement Equipment shall be borne solely by the Customer. Itec shall not be liable for the replacement of any Equipment outside the applicable warranty or Service Level Agreement parameters.

2.6. Itec's maintenance charges are exclusive of VAT and are subject to change at Itec's sole discretion without prior notice.

Table 2.1: Standard out of maintenance Charges			
Type of charge	**Business Hours**	**After Hours**	**Sundays & Public Holidays**
Call out (includes 50km radius from office travel and excludes labour)	R 594.00	R 891.00	R 1,188.00
Labour (per hour or part thereof):	R 708.00	R 1,062.00	R 1,416.00
1st Line Help Desk Agent (Remote Assistance)	R 486.00	R 729.00	R 972.00
Field Service Technician (Onsite and Remote Assistance)	R 535.00	R 802.50	R 1,070.00
Senior Mitel Engineer (Onsite and Remote Assistance)	R 918.00	R 1,377.00	R 1,836.00
Senior Network Engineer (Onsite and Remote Assistance)	R 918.00	R 1,377.00	R 1,836.00
Programming (per hour or part thereof)	R 486.00	R 729.00	R 972.00
Additional Points – CAT5e/CAT6 (per point)	Quote on Request		

* An additional travelling charge per kilometer (based on standard AA rate) is applicable for every kilometer outside of a 50km radius. Accommodation costs to be quoted separately.

SCHEDULE 3: TEMPORARY ACCESS CIRCUIT

1.1. In cases where a Temporary Access Circuit is required, Itec will deploy temporary infrastructure for a minimum period of 3 (three) months. The Customer agrees to pay the Charges as set out in the Communications Services Agreement, including commissioning and decommissioning Charges, for as long as the Temporary Access Circuit is being utilised. Post the initial minimum period of 3 (three) months, the Customer agrees to the Charges for the Temporary Access Circuit which will be billed monthly and is subject to a 30 (thirty) day written notice of cancellation. The Temporary Access Circuit is subject to the terms as set out in the Terms and Conditions and the Schedules thereto.

1.2. Should the Customer intend to keep the Temporary Access Circuit as a permanent Access Circuit, it is subject to a revised quotation and a new Communications Services Agreement being signed for such Access Circuit. The terms set out in the Terms and Conditions will apply to such Access Circuit at the time of signing the new Communications Services Agreement and the Schedules thereto.

SCHEDULE 4: BROADBAND LITE

1   SERVICE DESCRIPTION

1.1. The infrastructure requirements, site classifications and service levels as set out in Table 3.1 and Table 3.2 will apply at the Site(s) for Broadband Lite Services.

1.2. Broadband Lite Services are not covered by a Service Level Agreement.

1.3. Legacy access technologies and Unlicensed spectrum Microwave Broadband Access Circuits are Best Effort Services and are dependent on connectivity to the Broadband Access network. The Customer indemnifies Itec from any loss, whatsoever arising as a result of any interruption or delay in legacy access technologies and unlicensed Microwave Access Circuits and the associated Broadband Lite service.

1.4. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services including land-owner consent.

1.5. No Service Level penalties are applicable to Broadband Lite Service provisioned via a Broadband Access Circuit.

1.6. The following will be excluded from the calculation of the Broadband Lite Services performance –

    1.6.1. incorrect or incomplete information provided by the Customer which prevents Itec from troubleshooting and restoring Services;

    1.6.2. the Site(s) are not connected via a Broadband Access Circuit provided by Itec and any third-party equipment and/or Access Circuit procured by the Customer from a supplier other than Itec;

    1.6.3. refusal of access to Itec to the Site, where access is required to complete diagnosis, repair, or acceptance testing and/or no access, restricted access or refusal of access to the Equipment and/or Broadband Access Circuit to troubleshoot and restore Services;

    1.6.4. interruption caused by tampering or interference with the Itec provided Equipment and/or Services, by the Customer and/or the User and/or any other third-party outside the reasonable control of Itec;

    1.6.5. interruption of Services not reported by the Customer and/or the User or for which no service request was logged by the Customer and/or the User in terms of the Response and Fault Procedures;

    1.6.6. unavailability due to any Force Majeure Event and/or power failure and/or environmental control failure including but not limited to equipment room air conditioning failure;

    1.6.7. planned network maintenance and emergency network maintenance times where the services are intentionally shut down by Itec for the purposes of such maintenance; and

    1.6.8. periods during which planned maintenance was scheduled by Itec but requested to be delayed by the Customer.

2   DOWNTIME

2.1 Planned downtime from time to time is necessary for network maintenance.

2.2 Itec will endeavour to give the Customer 7 (seven) days' prior notice to any planned network maintenance. Itec will not, as far as is reasonably possible, carry out planned network maintenance during business hours.

2.3 If the planned network maintenance required is exclusive to the Customer and does not affect any other Itec customer/s, the Customer may submit a written request for the planned network maintenance to be delayed, provided such requested time is within a period not exceeding 5 (five) business days after the time originally proposed.

2.4 Emergency network maintenance is sometimes necessary due to unforeseen events or circumstances. If possible, Itec shall inform the Customer, as soon as is reasonably possible, of the dates and times of the emergency network maintenance to be provided.

Table 3.1: Site Classification	
Classification of Site	**Infrastructure Requirements**
Standard	- Single CE router on site - Single Broadband Access Circuit (fibre and licensed Microwave only)
Lite	- Single CE router on site - Single Broadband Access Circuit or unlicensed frequency Microwave

Table 3.2: Service Levels	
Service Availability	**Service Level Description**
Standard & Lite	Best Effort

3   UPGRADES

3.1 The Customer further acknowledges and agrees that where technically feasible it is allowed to upgrade the iLink Broadband Service at any time during the Initial Period of the Service provided that 1 (one) calendar month's prior written notice to that effect is given to Itec, but it is not allowed to downgrade the iLink Broadband Service during the Initial Period;

    3.1.1 Any written notice received by Itec during the course of the month for the upgrade of the Line Speed of the iLink Broadband Service, as envisaged in clause 3.1, shall only be effective from the 1st (first) day of the following month; and

    3.1.2 the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period of 24 (twenty-four) months; and

    3.1.3 the duly upgraded Service shall be provided by Itec subject to the provisions of this Service Schedule and the Communications Services Agreement.

SCHEDULE 5: ILINK BUSINESS BROADBAND SERVICE

1   PROVISIONING OF THE ILINK BROADBAND SERVICE AND CHARGES

1.1.   Itec will create the iLink Broadband Service for the exclusive use of the Customer and/or the User, utilising the configuration specifications submitted by the Customer. To enable the Equipment to connect to the iLink Broadband Service, the Customer shall provide Itec with the network configuration specifications. Itec is entitled to change the required configuration in the case such requirement is likely to cause any conflict on the network of either Itec or the Customer.

1.2.   Itec will provide the Customer access to the iLink Broadband Service via a Broadband Access Circuit, which will exclusively be provided by Itec.

1.3.   The Customer shall be responsible for obtaining all third-party, costs/charges approvals and consents necessary for installation and use of the Services including land-owner consent.

1.4.   Itec will provide the Customer with CE Access Equipment required to connect the Equipment to the iLink Broadband Service.

1.5.   The Customer shall provide without charge or cost to Itec appropriate secure equipment space, ducting, environment and continuous stable electrical power to install and maintain the Itec CE Access Equipment at its premises and to enable Itec to provide the Services.

1.6.   The Customer acknowledges and agrees that the CE Access Equipment will remain the exclusive property of Itec and that whilst the CE Access Equipment is on the Customer's premises, the Customer shall ensure that it is kept safe, secure and fully insured and is not tampered with by any person.

1.7.   The Customer agrees that, upon termination of a Service for whatever reason, it shall promptly make available the router(s) for collection by Itec and/or its partners during business hours and shall keep safe such equipment until collection thereof can be affected. All CE Access Equipment must be returned to Itec in good working order. If the Customer fails in this respect, the Customer will remain liable for any costs Itec incurs to recover or replace the CE Access Equipment on demand a reasonable sum commensurate with the value of the Equipment.

1.8.   The iLink Broadband Service provides the Customer with Internet access specified in this Schedule and/or access to the iVoice Service in terms of the relevant Schedule.

1.9.   As payment for the provisioning of the iLink Broadband Service, the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement.

2   SERVICE LEVEL AND CALCULATION: ILINK BROADBAND

2.1   The infrastructure requirements and site classifications as set out in Table 4.1 will apply at the Site(s) for iLink Broadband Services.

2.2   Itec will, as far as is reasonable and within its control, adhere to the Service Levels set out in Table 4.2, Table 4.3 for iLink Broadband Services.

2.3   Itec will calculate the monthly adherence to the Service Levels per individual Site of the Customer.

2.4   Itec shall measure all the Sites connected to the Core Network by utilizing SLA Probes. The SLA Probe polls the Equipment interface continuously. In the event where the interface fails to respond, the Equipment will report unavailable. The Site will be deemed unavailable until the Broadband Access Circuit is restored.

2.5   The Service Levels will only be applicable to the iLink Broadband Service provisioned via a Dedicated Access Circuit provided by Itec as listed in Table 4.2 and 4.3.

2.6   The following will be excluded from the calculation of the Service Levels –

2.7   incorrect or incomplete information provided by the Customer which prevents Itec from troubleshooting and restoring Services;

2.8   the Site(s) are not connected via a Broadband Access Circuit provided by Itec and any third-party equipment and/or Access Circuit procured by the Customer from a supplier other than Itec;

2.9   refusal of access to Itec to the Site, where access is required to complete diagnosis, repair, or acceptance testing and/or no access, restricted access or refusal of access to the Equipment and/or Broadband Access Circuit to troubleshoot and restore Services;

2.10   interruption caused by tampering or interference with the Itec provided Equipment and/or Services, by the Customer and/or the User and/or any other third-party outside the reasonable control of Itec;

2.11   interruption of Services not reported by the Customer and/or the User or for which no service request was logged by the Customer and/or the User in terms of the Response and Fault Procedures;

2.12   unavailability due to any Force Majeure Event and/or power failure and/or environmental control failure including but not limited to equipment room air conditioning failure;

2.13   planned network maintenance and emergency network maintenance times where the Services are intentionally shut down by Itec for the purposes of such maintenance; and

2.14   periods during which planned maintenance was scheduled by Itec but requested to be delayed by the Customer.

3   DOWNTIME

3.1   Planned downtime from time to time is necessary for network maintenance.

3.2   Itec will endeavour to give the Customer 7 (seven) days' prior notice to any planned network maintenance. Itec will not, as far as is reasonably possible, carry out planned network maintenance during business hours.

3.3   planned network maintenance required is exclusive to the Customer and does not affect any other Itec customer/s, the Customer may submit a written request for the planned network maintenance to be delayed, provided such requested time is within a period not exceeding 5 (five) business days after the time originally proposed.

3.4   Emergency network maintenance is sometimes necessary due to unforeseen events or circumstances. If possible, Itec shall inform the Customer, as soon as is reasonably possible, of the dates and times of the emergency network maintenance to be provided.

Table 4.1 Site Classification	
Classification of Site	**Infrastructure Requirements**
Standard	- Single CE router on Site
Table 4.2: Service Availability – Service Levels	
Site Classification	**Description**
Standard	98.30%
Table 4.3: Broadband Access Circuit – Service Availability Description (non-punitive)	
Access Type	**Availability**
Single Broadband Access Circuit (Fibre & Microwave only)	98.30%
Dual Broadband Access Circuit (Fibre & Microwave only)	99.50%

4 UPGRADES

4.1   The Customer further acknowledges and agrees that where technically feasible it is allowed to upgrade the iLink Broadband Service at any time during the Initial Period of the Service provided that 1 (one) calendar month's prior written notice to that effect is given to Itec, but it is not allowed to downgrade the iLink Broadband Service during the Initial Period;

4.2   Upgrades are subject to Equipment change and as such may incur an additional cost, this is dependent on the bandwidth allocation.

4.3   Any written notice received by Itec during the course of the month for the upgrade of the Line Speed of the iLink Broadband Service, as envisaged in clause 4.1, shall:

4.3.1   only be effective from the 1st (first) day of the following month; and

4.3.2   the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period of 24 (twenty-four) months; and

4.3.3   the duly upgraded Service shall be provided by Itec subject to the provisions of this Service Schedule and the Communications Services Agreement.

SCHEDULE 6: ILINK BUSINESS SERVICE

1. PROVISIONING OF THE ILINK BUSINESS SERVICE AND CHARGES

1.1.   Itec will create an iLink Business VPN for the exclusive use of the Customer and/or the User, utilising the configuration specifications submitted by the Customer. To enable the Equipment to connect to the iLink Business Service, the Customer shall provide Itec with the network configuration specifications. Itec is entitled to change the required configuration in the case such requirement is likely to cause any conflict on the Itec or Customer network.

1.2.   will provide the Customer access to the iLink Business Service via a primary and/or secondary Dedicated Access Circuit. The Dedicated Access Circuit(s) will be provided exclusively by Itec with dedicated Bandwidth for the iLink Business Service.

1.3.   The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services including land-owner consent.

1.4.   For fail-over purposes, Itec may provide the Customer access to the VPN via a secondary Broadband Access Circuit instead of a secondary Dedicated Access Circuit, provided that in such an event, the iLink Business Service will be regarded as a Standard site in accordance to Table 4.1 and the fail-over will be provided on a Best Effort basis only and subsequently excluded from any Service Levels calculations and penalties.

1.5.   Itec will provide the Customer with CE Access Equipment required to connect the Equipment to the iLink Business Service.

1.6.   The Customer shall provide without charge or cost to Itec appropriate secure equipment space, ducting, environment and continuous stable electrical power to install and maintain the Itec CE Access Equipment at its premises and to enable Itec to provide the Services.

1.7.   The Customer acknowledges and agrees that the CE Access Equipment will remain the exclusive property of Itec and that whilst the CE Access Equipment is on the Customer's Site, the Customer shall ensure that it is kept safe, secure and fully insured and is not tampered with by any person.

1.8.   The Customer agrees that, upon termination of a Service for whatever reason, it shall promptly make available the router(s) for collection by Itec and/or its partners during business hours and shall keep safe such equipment until collection thereof can be affected. All CE Access equipment must be returned to Itec in good working order. If the Customer fails in this respect, the Customer will remain liable for any costs Itec incurs to recover or replace the CE Access Equipment on demand a reasonable sum commensurate with the value of the Equipment.

1.9.   The iLink Business Service only allows access to the Core Network. Any other Services available from Itec via the iLink Business Service, will be detailed in separate Schedules and must be ordered on the Communications Services Agreement.

1.10.   As payment for the provisioning of the iLink Business Service the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement.

1.11.   In the event that Charges are incurred with a Global Service Operator –

1.11.1.   and the Charges are billed and invoiced by Itec to the Customer in Rand, the applicable rate of exchange shall be that set out in the proposal submitted by Itec to the Customer. Notwithstanding anything contained herein, Itec will have the right to revise the rate of exchange should the rate of exchange fluctuate by more than 10% (ten percent) over a 90 (ninety) day period;

1.11.2.   and the Charges are billed and invoiced by Itec to the Customer in foreign currency, the Customer shall, in addition to such fees, be responsible for the bank charges associated with receiving payment in a foreign currency. VAT shall be applicable to fees billed and invoiced by Itec to the Customer in foreign currency unless the South African Revenue Service issues a directive to Itec ruling otherwise.

2. SERVICE LEVELS AND CALCULATION OF SERVICE LEVELS: ILINK BUSINESS

2.1.   Itec will, as far as is reasonable and within its control, adhere to the Service Levels set out in Table 5.2.

2.2.   Itec will calculate the monthly adherence to the Service Levels per individual Dedicated Access Circuit and per Site of the Customer.

2.3.   Itec utilizes SLA Probes to measure performance metrics across its network, between its network and the CE Access Equipment, or between the Customer and/or the User SLA Probe and the Equipment.

2.4.   Itec will measure performance to/from all destinations at an interval of 5 (five) minutes.

2.5.   Service Availability is calculated by the uptime on a Dedicated Access Circuit statistics.

2.6.   Itec shall measure all the Sites connected to the Core Network by utilizing SLA Probes. The SLA Probe polls interfaces continuously. In the event where the primary interface fails to respond, the secondary interface on the CE Access Equipment will report available and the primary interface on the CE Access Equipment unavailable.

2.7.   RTT shall be measured continuously over the period of a calendar month, averaged and reported in milliseconds.

2.8.   Packet Loss shall be measured continuously over the period of a calendar month averaged and reported as a % (percentage).

2.9.   The Service Levels and penalties will only be applicable to the iLink Business Service provisioned via a Dedicated Access Circuit provided by Itec.

2.10.   The following will be excluded from the calculation of the Service Levels –

2.10.1.   incorrect or incomplete information provided by the Customer which prevents Itec from troubleshooting and restoring Services;

2.10.2.   the Site(s) are not connected via a Dedicated Access Circuit provided by Itec and any third-party equipment and/or Access Circuit procured by the Customer from a supplier other than Itec;

2.10.3.   refusal of access to Itec to the Site, where access is required to complete diagnosis, repair, or acceptance testing and/or no access, restricted access or refusal of access to the Equipment, Access Circuit and/or Dedicated Access Circuit to troubleshoot and restore Services;

2.10.4.   interruption caused by tampering or interference with the Itec provided Equipment and/or Services, by the Customer and/or the User and/or any other third-party outside the reasonable control of Itec;

2.10.5.   interruption of Services not reported by the Customer and/or the User or for which no service request was logged by the Customer and/or the User in terms of the Response and Fault Procedures;

2.10.6.   unavailability due to any Force Majeure Event and/or power failure and/or environmental control failure including but not limited to equipment room air conditioning failure;

2.10.7.   in instances where the RTT is reported as 0 (zero) or the measurement is unsuccessful, for whatever reason;

2.10.8.   RTT and/or Packet Loss measurements during Overutilization periods;

2.10.9. planned network maintenance and emergency network maintenance times where the services are intentionally shut down by Itec for the purposes of such maintenance; and

2.10.10. periods during which planned maintenance was scheduled by Itec but requested to be delayed by the Customer.

3. DOWNTIME

3.1. Planned downtime from time to time is necessary for network maintenance.

3.2. Itec will endeavour to give the Customer 7 (seven) days' prior notice to any planned network maintenance. Itec will not, as far as is reasonably possible, carry out planned network maintenance during business hours.

3.3. If the planned network maintenance required is exclusive to the Customer and does not affect any other Itec customer/s, the Customer may submit a written request for the planned network maintenance to be delayed, provided such requested time is within a period not exceeding 5 (five) business days after the time originally proposed.

3.4. Emergency network maintenance is sometimes necessary due to unforeseen events or circumstances. If at all possible, Itec shall inform the Customer, as soon as is reasonably possible, of the dates and times of the emergency network maintenance to be provided.

4. PENALTIES FOR BREACH OF SERVICE LEVELS

4.1. Penalties will not apply in the event of any incident, failure or damages caused to the Equipment and/or Services by the Customer and/or the User(s), their personnel and/or any third-party in any manner whatsoever.

4.2. Subject to the terms of these Terms and Conditions and this Schedule, should Itec fail to meet the Service Levels in a calendar month, Itec will be liable for the penalties as set out in Table 5.3.

4.3. Itec will pass a credit on the relevant invoice for that month with the amount for the penalties due. The Customer will be liable to pay the Charges due as set out on the monthly invoice, less any credit passed for applicable penalties as shown on that specific invoice.

4.4. The maximum penalty payable will be 30% (thirty percent) of the monthly Charges for the iLink Business Service for the month in which the penalties are due. Penalty amounts will only apply to iLink Business Service Charges of the actual Site affected by non-performance and in case of multiple Sites, each Site will be treated in isolation.

4.5. Itec's liability to the Customer for any claims and/or damages arising will be limited to the amounts due in respect of penalties in terms of this Schedule.

4.6. The calculation of the breach of service levels is not cumulative. The value of the penalty due shall be based on the component with the highest non-performance value.

Table 5.1: Quality of Service – Service Levels			
Network Path			
Source	Destination	**RTT**	**Packet Loss**
Itec SLA Prove	Site CE Access Equipment	30ms	<3%

Table 5.2: Dedicated Access Circuit – Service Levels	
Access Type	**Availability**
Single Dedicated Access Circuit (Fibre only)	98.30%
Single Dedicated Access Circuit (Microwave only)	98.30%

Table 5.3: Service / Site Availability – Penalties			
Measurement	**Penalty Applicable**	**Calculation**	
% (Percentage)	- Maximum penalty amount of 30% - Applies to the monthly VPN Charges of the affected site(s) only	**Below Guaranteed %**	**Penalty %**
		0.01 > 2.00	2%
		2.01 > 3.00	5%
		3.01 > 4.00	10%
		4.01 > 5.00	20%
		5.01 +	30%

5. UPGRADES

5.1. The Customer further acknowledges and agrees that where technically feasible it is allowed to upgrade the of the iLink Business Service at any time during the Initial Period of the Service provided that one (1) calendar month's prior written notice to that effect is given to Itec; but it is not allowed to downgrade the iLink Business Service during the Initial Period;

5.2. Upgrades are subject to Equipment change and as such may incur an additional cost, this is dependent on the bandwidth allocation.

5.3. Any written notice received by Itec during the course of the month for the upgrade of the Line Speed of the iLink Business Service, as envisaged in clause 5.1, shall:

5.3.1. only be effective from the first day of the following month;

5.3.2. the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period of 24 (twenty-four) months; and

5.3.3. the duly upgraded Service shall be provided by Itec subject to the provisions of this Service Schedule and the Communications Services Agreement.

SCHEDULE 7: SDWAN SERVICE

1.1. Itec shall provide SD-WAN services over connectivity procured and maintained by the Customer ("Third-Party Link"). These services include configuration, management, monitoring, and support of the SD-WAN overlay. The SLA does not guarantee the availability,

performance, or quality of the Third-Party Link, which remains the sole responsibility of the Customer.
1.2. Itec will be responsible for:
    1.2.1. Configuring and managing the SD-WAN overlay services.
    1.2.2. Monitoring SD-WAN performance and routing policies.
    1.2.3. Providing troubleshooting and technical assistance for SD-WAN overlay incidents within Itec's management scope.
    1.2.4. Reporting identified Third-Party Link issues back to the Customer for escalation with their provider.
1.3. The Customer will be responsible for:
    1.3.1. Maintaining a valid contract with the Third-Party Link provider.
    1.3.2. Notifying Itec of any changes to the Third-Party Link or its configuration.
    1.3.3. Cooperating with Itec in troubleshooting and resolving incidents that involve the Third-Party Link.
1.4. The SD-WAN Service is provided as a non-punitive, best-effort service.
1.5. The SD-WAN Service shall not apply to, nor shall Itec be liable for, downtime, performance degradation, or failures arising from:
    1.5.1. Third-Party Link outages or quality degradation;
    1.5.2. Force majeure events;
    1.5.3. Misuse, negligence, or unauthorised changes made by the Customer or third parties;
    1.5.4. Any factors outside Itec's SD-WAN management and operational control.
1.6. The Customer acknowledges that the SD-WAN Service is dependent on the performance and availability of the Third-Party Link. The Customer shall indemnify, defend, and hold Itec harmless from and against any claims, losses, direct and indirect damages, liabilities, or costs arising from the acts, omissions, or failures of the Third-Party Link or its provider.
1.7. Neither Party shall be liable to the other for indirect, consequential, incidental, or punitive damages, including loss of profits, business interruption, or data loss.
1.8. Itec shall have no liability to the Customer for outages, failures, or performance degradation of the Third-Party Link.

SCHEDULE 8: LTE SERVICE

1. **PROVISIONING OF THE LTE SERVICE AND CHARGES**
    1.1. LTE Service is provided as a low-cost access medium delivered over mobile networks with optional redundant failover connections to the same location.
    1.2. The LTE Service is subject to physical on-site feasibility survey and Itec may at its discretion cancel an order for services that are non-feasible.
    1.3. Itec will create the LTE Service for the exclusive use of the Customer and its Users. The LTE Service provides the Customer with either voice-only or data-only access as specified in the Communications Services Agreement. Where LTE service is used for voice services the Customer acknowledges that Itec does not have any control over the connectivity that is provided to run the voice solution as it does not terminate directly within the Itec network but utilizes the mobile networks and that Itec makes no guarantee or warranty with regards to the connectivity.
    1.4. The LTE Service is a Best Effort Service and is dependent on adequate signal and network coverage. The Customer indemnifies Itec from any loss, whatsoever, arising as a result of any interruption or delay in the LTE Service.
    1.5. The infrastructure that supports the connectivity for this Service, is not provided or supported by Itec. Itec does not accept any liability for the management or malfunction of any third-party infrastructure.
    1.6. The Charges for the LTE Service specified on the Communications Services Agreement specifies the included Bandwidth cap in Gigabyte of data. Once the included Bandwidth cap is depleted, any additional out-of-bundle data will be charged at the rate specified on the Communications Services Agreement or Itec's then prescribed rate per MB if unspecified.
    1.7. All out-of-bundle rates and roaming charges on the SIM cards are for the Customer's own account as stipulated in the Communications Services Agreement.
    1.8. Itec will provide the Customer with CE Access Equipment required to connect to the LTE Service. Unless otherwise specified in writing the CE Access Equipment will remain the exclusive property of Itec. The Customer will not tamper with the CE Access Equipment in any way.
    1.9. Upon termination of the Service for whatever reason, the CE Access Equipment together with the SIM card must be returned to Itec in full working order. The Customer will be liable for the cost of the CE Access Equipment and/or SIM card if not returned in full working order (fair wear and tear accepted).
    1.10. As payment for the provisioning of the LTE Services, the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement.

2. **SERVICE LEVELS**

    2.1. The infrastructure requirements, site classifications and Service Levels as set out in Table 7.1 will apply at the Site(s).
    2.2. Repair or replacement of LTE CE Access Equipment will be done within business hours.
    2.3. All disruptions in LTE services will be logged with the third-party supplier for resolution. Itec makes no warranty or guarantee with regards to LTE services.

Table 7.1: Site Classification	
Classification of Site	**Infrastructure Requirements**
LTE	·Single CE router on site

Table 7.2: Service Availability – Service Levels	
Service Availability	
Site Classification	**Service Level Description**
LTE	Best Effort

SCHEDULE 9: PBX SERVICES

1. **PROVISIONING OF THE HOSTED COMMUNICATION PLATFORM SERVICES**
    1.1. **Definitions**
        1.1.1. "**Hosted Communication Platform Services**" means Itec's cloud-based telephony and unified communications environment, including hosted PBX, platform controllers, and unified communication controllers, providing call management, routing, recording, and application access.
        1.1.2. "**Access Circuit**" means the network connection provided by Itec (or a third-party supplier) required for the Hosted Communication Platform Services to function.
        1.1.3. "**Equipment**" means any handset, console, router, switch, or other hardware supplied by Itec or the Customer for use with the Hosted Communication Platform Services.

1.1.4. "**Platform Access Fee**" means the fee charged per active user or extension for access to the core hosted PBX platform and basic call management features.

1.1.5. "**Platform Controller Service**" means a dedicated virtualized controller that manages the hosted PBX environment, handling call distribution, signalling, and system integration with external services.

1.1.6. "**Unified Communication Controller Service**" means a controller enabling user access via softphone or mobile applications, providing presence, messaging, and video call functionality.

1.2. **Terms and conditions of Service**

1.2.1. The Hosted Communication Platform Services are provisioned via a fully functional Access Circuit. Services will not operate during network outages until restored.

1.2.2. The Service is affected by power outages, PSTN failures, LAN failures, or SIP trunk failures. Equipment may require reset or reconfiguration after outage restoration.

1.2.3. Only Itec-supplied DECT/Wi-Fi base stations, handsets, consoles, and prescribed network devices (routers, switches, etc.) are supported. DECT coverage cannot be guaranteed.

1.2.4. Itec assigns IP addresses to Equipment on a non-exclusive basis; IP addresses remain Itec property and are non-transferable. Customers must obtain new IP addresses if Services are discontinued.

1.2.5. Customers must notify Itec of any third-party equipment connected to the network or configuration changes, which may interfere with the Service. Itec is not liable for resulting claims or damages.

1.2.6. Service quality may be impacted by:

1.2.6.1. Degradation of the Access Circuit;

1.2.6.2. Overutilization of bandwidth;

1.2.6.3. Customer systems, software, network, or equipment failures.

1.2.6.4. Customers are responsible for dialing correct numbers. Itec is not liable for misdialed VoIP calls.

1.2.6.5. Hosted Communication Platform Services cannot terminate all emergency or value-added service numbers.

1.2.6.6. Itec is not liable for fraudulent or unauthorized calls; Customers must report suspected fraud.

1.2.7. Itec is not liable for loss of service due to events beyond reasonable control, including denial-of-service attacks, mail bombs, DNS issues, domain expiration, IP transit problems, or other Force Majeure events.

1.3. **Support Services**

1.3.1. **Remote Support**

1.3.1.1. The Help Desk provides unlimited remote support during business days and limited after-hours support for Priority 1 issues, subject to SLA acceptance and Charges.

1.3.2. **On-Site Support**

1.3.3. If remote resolution is not possible, Itec may dispatch an engineer to the Customer site at additional cost per Itec's then prescribed rates, where no Service Level Agreement ("SLA") is in effect.

1.3.4. Itec engineers focus on diagnosing problems, recommending actions, and attempting fixes or workarounds. Itec is not liable for any loss of service resulting from such actions.

1.4. **Inclusions and Exclusions**

1.4.1. **Platform Access Fee** includes::

1.4.1.1. Basic remote support via the Itec Help Desk for PBX platform and user management portal

1.4.1.2. Standard call features: call routing, transfer, voicemail, call forwarding, caller ID, line/extension management

1.4.1.3. Basic platform support and maintenance

1.4.1.4. Software updates and feature enhancements related to core PBX functionality

1.4.2. **Platform Access Fee** excludes, but not limited to:

1.4.2.1. Handsets, headsets, or other physical equipment

1.4.2.2. Advanced PBX features: call recording, analytics/reporting, IVR/auto-attendant configuration, CRM integrations

1.4.2.3. Any voice traffic or call charges

1.4.2.4. On-site support or custom configuration (unless specified)

1.4.2.5. Services delivered via unsupported third-party or customer-owned equipment

1.4.3. **Platform Controller Service** (per Virtual Machine) includes::

1.4.3.1. Dedicated virtualized controller instance per PBX environment

1.4.3.2. Management of call signaling, routing, and distribution

1.4.3.3. Integration with approved external services (SIP trunks, voicemail, reporting tools)

1.4.3.4. Routine software updates, security patches, and maintenance

1.4.3.5. Standard monitoring and support aligned with the hosted PBX service

1.4.4. **Platform Controller Service** (per Virtual Machine) excludes, but not limited to:

1.4.4.1. Hardware or on-premises deployments

1.4.4.2. Unsupported third-party integrations or custom development

1.4.4.3. Advanced analytics, call recording, or reporting modules (billed separately)

1.4.4.4. Additional VM resources beyond standard specification (CPU, RAM, storage)

1.4.4.5. Recovery or rebuild costs from customer-induced faults

1.4.4.6. **Unified Communication Controller Service** (per controller) includes::

1.4.4.7. User access via softphone or mobile UC applications

1.4.4.8. Presence, instant messaging, and video calling

1.4.4.9. Integration with hosted PBX for call routing, voicemail, and contacts

1.4.4.10. Standard updates, feature enhancements, and UC platform maintenance

1.4.4.11. Support for remote/mobile staff on supported devices and OS

1.4.5. **Unified Communication Controller Service** (per controller) excludes, but not limited to:

1.4.5.1. Licensing for third-party UC or collaboration tools outside PBX ecosystem

1.4.5.2. Mobile data or internet connectivity costs

1.4.5.3. Custom configurations, branding, or API integrations beyond standard deployment

1.4.5.4. End-user device support or hardware replacement

1.4.5.5. Advanced collaboration features (screen sharing, file transfer, conferencing) unless included in plan.

2. PROVISIONING OF THE VOICEGATE SERVICES

2.1. **Definitions**

2.1.1. "**Voicegate Services**" means any of the hosted telephony, unified communication, and Voicegate application services supplied by Itec under the Communications Services Agreement, including extension licenses, mobile and desktop applications, and related managed services.

2.1.2. "**Voicegate Seat License**" means a full-featured extension license for hosted telephony supporting inbound/outbound calling, voicemail, call hold, transfer, and conferencing.

2.1.3. "**Voicegate Mobile App Extension License**" means a license allowing a single extension to connect via the Voicegate mobile application for calls, messages, and contacts.

2.1.4. "**Voicegate Desktop App Extension License**" means a license allowing a single extension to connect via the Voicegate desktop application (Windows/macOS) for call management, softphone access, chat, and presence integration.

2.2. **Terms and conditions of Service**

2.2.1. Itec will provide the Customer with the selected Voicegate Service(s) as specified in the Communications Services Agreement, subject to acceptance of the relevant Service Level Agreement and Charges. If the Customer does not accept the SLA and Charges, the Service(s) may be provided on an ad-hoc basis at Itec's prevailing rates.

2.2.2. Services are provided during business days and are dependent on functional handsets, consoles, and/or software supplied by Itec.

2.2.3. Services rely on a fully operational Access Circuit. Any network outage affecting the Access Circuit will prevent the Voicegate Service from functioning. The Customer indemnifies Itec against loss or damage outside of Itec's reasonable control.

2.2.4. Itec may provide new telephone numbers or activate ported numbers. Allocation of sequential numbers is not guaranteed, nor is the re-allocation of numbers after termination and re-activation.

2.2.5. CLID and/or DID/DDI services are only available for numbers belonging to or ported to Itec.

2.2.6. Porting requests may be declined if the Customer account is in arrears or at Itec's discretion.

2.2.7. The Voicegate Services are affected by power outages, PSTN or SIP trunk failures, and LAN failures. The Service will not operate until such outages are restored, and the Customer may be required to reset or reconfigure Equipment.

2.2.8. Only Itec-approved handsets and consoles are supported. Setup and configuration of Itec-supplied Equipment are included in the installation fee. Customer-supplied devices may incur additional fees for compatibility verification and configuration.

2.2.9. Customer-supplied handsets or consoles are not covered by Itec's warranty or SLA; services on such devices will be charged at Itec's prescribed rates.

2.2.10. The Voicegate Services does not support voice over WiFi. Performance of WiFi or DECT solutions is not guaranteed.

2.2.11. Only Itec-supplied network devices (routers, switches, etc.) are supported.

2.2.12. Equipment will be provisioned to work with the Voicegate Service. On termination, Customer-supplied Equipment must be reconfigured by the new service provider, and Itec-supplied Equipment must be returned in good working condition.

2.2.13. Public IP addresses assigned to Equipment remain the property of Itec and are non-transferable.

2.2.14. The Customer must notify Itec of any third-party equipment connected to their network or configuration changes that may impact the Voicegate Service. Itec is not liable for service degradation caused by such actions, including:

2.2.14.1. Degradation of the Access Circuit;

2.2.14.2. Overutilization of available bandwidth;

2.2.14.3. Any failure caused by the Customer's systems, software, network, or equipment.

2.2.15. Customers are responsible for dialing correct numbers; Itec is not liable for calls terminated at incorrect destinations.

2.2.16. The Voicegate Service cannot terminate all emergency or value-added service numbers.

2.2.17. Itec is not liable for fraudulent or unauthorized calls originating from or terminating to the Customer site(s). Customers must report suspected fraud or abuse.

2.2.18. Itec is not liable for loss of service caused by incidents beyond its reasonable control, including denial-of-service attacks, DNS failures, IP transit issues, or other Force Majeure events.

2.2.19. Onsite support is excluded. Where the Itec Help Desk cannot resolve an issue remotely, Itec may dispatch an engineer at additional cost, except when covered under a Voicegate SLA.

2.2.20. Mobile and desktop devices rely on Customer-provided WiFi or mobile data. Itec is not liable for service interruptions caused by these networks.

2.2.21. Voicegate Services contain third-party software under the GNU General Public License (GPL). Source code and license terms are available on request.

2.3. **Voicegate Seat License** (per extension) includes::

2.3.1. Full-featured hosted PBX extension license

2.3.2. Core telephony functions: inbound/outbound calling, call hold, transfer, conferencing

2.3.3. Voicemail setup and access (including voicemail-to-email)

2.3.4. Standard call routing and extension management

2.3.5. Remote support access via Help Desk

2.3.6. Platform updates and maintenance

2.4. **Voicegate Seat License** (per extension) excludes, but not limited to:

2.4.1. Physical desk phones, headsets, or hardware

2.4.2. Advanced services (call recording, analytics, CRM integration)

2.4.3. Connectivity costs

2.4.4. Custom call flow design or complex IVR

2.4.5. Support for third-party softphones not certified for PBX

2.5. **Voicegate Mobile App Extension License** (per app/extension) includes::

2.5.1. License for one extension via Voicegate mobile app

2.5.2. Mobile PBX integration for inbound/outbound calls

2.5.3. Access to call history, contacts, and voicemail

2.5.4. Secure registration and authentication

2.5.5. Standard app updates and maintenance

2.5.6. Compatibility with supported Android/iOS

2.6. **Voicegate Mobile App Extension License** (per app/extension) excludes, but not limited to:

2.6.1. Mobile data or WiFi costs

2.6.2. Device setup, support, or troubleshooting beyond the app

2.6.3. Integration with third-party apps/dialers

2.6.4. Advanced UC features (video, presence, messaging unless included)

2.6.5. Offline functionality

2.7. **Voicegate Desktop App Extension License** (per app/extension) includes::

2.7.1. License for one extension via Voicegate desktop app (Windows/macOS)

2.7.2. Softphone functionality for inbound/outbound calls

2.7.3. Call management (hold, transfer, conferencing)

2.7.4. Integrated chat and presence

2.7.5. Contact, call history, and voicemail synchronization

2.7.6. Regular updates, maintenance, and security patches

2.8. **Voicegate Desktop App Extension License** (per app/extension) excludes, but not limited to:

2.8.1. Computer hardware, headsets, or peripherals

2.8.2. Third-party integrations unless explicitly included

2.8.3. Connectivity/bandwidth for app operation

2.8.4.   Advanced analytics, call recording, or reporting modules
2.8.5.   End-user OS/hardware support beyond the app

2.9.   **Charges**

2.9.1.   The Customer is liable for payment of Voicegate Services and call usage charges as specified in the Communications Services Agreement.

2.9.2.   PBX Service charges are billed monthly in advance.

2.9.3.   Call Charges are billed monthly in arrears, based on actual per-second call usage originating from the Customer.

SCHEDULE 10: VALUE ADD SERVICES

1.   **PROVISIONING OF VALUE ADD SERVICES**

1.1.   **Definitions**

1.1.1.   "**Hosted Communication Platform**" means the Supplier's cloud-based telephony and unified communications environment providing call management, routing, and recording services.

1.1.2.   "**Voice Logging & Call Recording**" (per extension) means the licensed service enabling secure and compliant recording of inbound and outbound calls, stored within the Hosted Communication Platform.

1.1.3.   "**Voice Logging Service – Non-Encrypted**" (per extension) means the standard call recording functionality included with the Voicegate Service, without encryption.

1.1.4.   "**Voicegate Services**" means any of the hosted telephony, unified communication, and Voicegate application services supplied by Itec under the Communications Services Agreement, including extension licenses, mobile and desktop applications, and related managed services.

1.1.5.   "**Telephone Management System (TMS) – Standard**" (per extension) means the basic reporting and call tracking functionality included with the Voicegate Service.

1.1.6.   "**Telephone Management System (TMS) – Advanced**" means the optional enhanced reporting and analytics license for individual extensions.

1.1.7.   "**Telephone Management System (TMS) – Advanced**" (per system) means the optional system-level license providing aggregated reporting, analytics, and management tools across multiple extensions.

1.2.   **Terms and Conditions of Service**

1.2.1.   Itec shall provide the selected Voice Logging and TMS services in accordance with the type and level of service chosen by the Customer.

1.2.2.   Services are delivered via the Hosted Communication Platform and require active and correctly provisioned extensions for proper operation.

1.2.3.   **Voice Logging & Call Recording** (per extension) includes:

1.2.3.1.   Secure recording of inbound and outbound calls.
1.2.3.2.   Storage of recordings within the Hosted Communication Platform.
1.2.3.3.   Access to recordings via the approved user portal or reporting interface.
1.2.3.4.   Maintenance, updates, and compliance alignment with applicable regulations.

1.2.4.   **Voice Logging Service** – Non-Encrypted (per extension) includes:

1.2.4.1.   Standard call recording without encryption.
1.2.4.2.   Storage and access as part of the Voicegate Service.
1.2.4.3.   Basic call review and playback functionality.

1.2.5.   **TMS – Standard** (per extension) includes:

1.2.5.1.   Basic reporting and call tracking for individual extensions.
1.2.5.2.   Summary reports showing call duration, frequency, and destinations.
1.2.5.3.   Standard platform updates and maintenance.

1.2.6.   **TMS – Advanced** (per extension) includes:

1.2.6.1.   Detailed per-extension analytics and call tracking.
1.2.6.2.   Customizable reports, data export, and monitoring tools.
1.2.6.3.   Enhanced management features for individual extension performance.
1.2.6.4.   Regular software maintenance and updates.

1.2.7.   **TMS – Advanced** (per system) includes**:**

1.2.8.   System-wide analytics and reporting across multiple extensions.

1.2.9.   Consolidated dashboards, alerts, and performance summaries.

1.2.10.   Administrative access for configuration, permissions, and cost analysis.

1.2.11.   Scheduled reports and enhanced data management tools.

1.2.12.   Maintenance and updates for system-wide TMS functionality.

1.3.   **Exclusions**

1.3.1.   Unless explicitly included in the Communications Service Agreement, the following are excluded from all Services:

1.3.1.1.   Integration with third-party applications or CRMs not expressly supported.
1.3.1.2.   Historical call data migration from legacy systems.
1.3.1.3.   Custom report design or advanced BI analytics beyond standard templates.
1.3.1.4.   Hardware, headsets, or user devices required to access the platform.
1.3.1.5.   On-site support or training beyond standard helpdesk assistance.
1.3.1.6.   Any offline or local storage of call recordings or reports unless explicitly requested.

1.4.   **Service Dependencies and Limitations**

1.4.1.   All services require active Hosted Communication Platform extensions to operate.

1.4.2.   Data accuracy and reporting depend on proper configuration of the Hosted PBX system and network connectivity.

1.4.3.   Services are provided on a best-effort basis within platform limits. Itec does not guarantee uninterrupted access to recordings or TMS reports in the event of outages or system failures.

1.4.4.   Reports and recordings are provided for operational purposes and shall not be relied upon as financial or legal records unless explicitly stated.

1.5.   **Customer Responsibilities**

1.5.1.   The Customer is responsible for maintaining account credentials and complying with data privacy and internal policies.

1.5.2.   Unauthorized access, modification, or misuse of recordings or TMS data is the sole responsibility of the Customer.

1.6.   **Service Management**

1.7.   Itec shall maintain the Hosted Communication Platform and TMS services, applying updates and patches as required.

1.8.   Itec shall ensure all user extensions are correctly provisioned and active.

1.9.   Support for issues relating to Voice Logging or TMS shall be provided through the Itec Help Desk in line with the standard call logging procedures as set out in Schedule 1 of the Communications Terms and Conditions.

1.10. Itec may implement service improvements or enhancements from time to time without materially reducing existing functionality.

1.11. Voice Logging Service is a Service that provides the encrypted voice recording of selected user(s) and/or extension(s) inbound and/or outbound calls.

1.12. Itec will store the recordings for a period of 5 (five) years and make them available to the Customer on demand via a secure online web portal

1.13. The Voice Logging Service will only be applicable on Users and/or extensions provisioned via the Hosted Communication Platform Services Service. The Customer acknowledges that the availability of this Service is dependent on a third-party service provider's infrastructure and as such the Voice Logging Service might not always be within Itec's control. The Customer indemnifies Itec against any loss or damage, whether direct or consequential, and/or any costs, claims or demands of any nature outside of Itec's control.

1.14. TMS Service is a telephone management service accessible via a secure online web portal providing detailed call records and billing per user and/or extension. The TMS Service is a Service that is only applicable on users and/or extensions provisioned via the Hosted Communication Platform Services Service.

1.15. Notwithstanding the provisioning of Hosted Communication Platform Services and related Voicegate/Value Add Services, in the event of the Equipment being beyond repair and Itec exhausting all attempts to repair, the Equipment may need to be replaced, which is the sole responsibility and cost of the Customer. Itec is not liable for the replacement of Equipment.

1.16. Unless otherwise specified in a Communications Services Agreement, Value Add Services excludes onsite support services and Itec will bill the Customer on an ad-hoc basis for services as per Itec's then prescribed rates.

2.10. **Charges**

1.17. As payment for the provisioning of the Hosted Communication Platform Services Service and Managed Voice Services the Customer will be liable to pay Itec the Value Add Services Charges as specified in the Communications Services Agreement.

1.18. Value Add Services Charges shall be billed monthly in advance.

SCHEDULE 11: IVOICE SERVICES

1. **PROVISIONING OF THE IVOICE SERVICE AND CHARGES**

1.1. The iVoice Service is provided for the exclusive use of the Customer and is not provided for resale or use by third parties.

1.2. iVoice service is provided via an Itec Access Circuit, or SDWAN over Customer provided third-party connectivity service and is dependent on such underlying access service performance and SLA.

1.3. When a Customer provided third-party connectivity service is used for iVoice, it must provide industry standard Quality of Service mechanisms and assign the highest priority processing for voice traffic with latency under 30ms and caters for a minimum of G711 call quality.

1.4. The iVoice Service is provisioned via and reliant on a fully operational Access Circuit and/or Dedicated Access Circuit and/or Cross-Connect or Customer provided third-party connectivity to function. In the event of a network outage the iVoice Service will not function until the connectivity is restored.

1.5. Where the iVoice service is provided over a Customer provided third-party connectivity the iVoice service will be provided as Best Effort. The Customer indemnifies Itec from any loss, whatsoever, arising as a result of any interruption or delay in iVoice services as a result of any failure in the Customer provided third-party connectivity.

1.6. The Customer will ensure that the PBX supplier or vendor is available to undertake any necessary configuration changes required for the PBX to operate correctly with the iVoice Service whenever required.

1.7. Itec may provide the Customer with new telephone numbers allocated on the Core Network and/or activate the Customer's ported numbers for use with the iVoice Service. Itec cannot in any way warrant or undertake to the Customer and/or the User that the Customer and/or the User will be provided with sequential telephone numbers. The Customer acknowledges and agrees that Itec cannot guarantee that the Customer will, in the event of a termination and subsequent re-activation, be allocated the same telephone numbers previously allocated to the Customer.

1.8. Itec will provide the customer with CLID and/or DID/DDI Service for numbers belonging to Itec and/or ported to Itec. Itec will not be able to provide CLID and/or DID/DDI Service for numbers not belonging to Itec and/or ported to Itec.

1.9. No telephone number shall be ported out to another service provider for the duration of these Terms and Conditions and Itec has the right to approve or decline such port out request in line with ICASA regulations. No porting of numbers will be actioned should the Customer's account be in arrears.

1.10. The iVoice Service does not function in the event of a power outage, PSTN outage, PBX failure and/or SIP trunk failure. Should there be such an outage/failure, the iVoice Service will not function until the outage is restored. Itec may require the Customer and/or the User to reset or reconfigure the Equipment after restoring such an outage.

1.11. Devices including modems, point of sale devices, facsimile machines and security systems are not supported by the iVoice Service. The Customer hereby waives any claim against Itec for the iVoice Service being unavailable for use with such devices/systems/machines.

1.12. Itec will assign IP addresses to the Equipment on a non-exclusive basis. IP addresses remain the property of Itec and are not transferable. In the event that the Customer discontinues the iVoice Service, the Customer will need to obtain new IP addresses and Itec will have no responsibility or liability for any costs or actions incurred by the Customer to reconfigure any equipment.

1.13. The Customer shall notify Itec in writing of the connection of any third-party equipment not supplied by Itec to the Customer's network and/or Equipment and/or any changes in the configuration of any Equipment during the term of these Terms and Conditions as these might interfere with the iVoice Service. Itec will not be liable for any claims and/or damages incurred as a result of such an action by the Customer and/or the User.

1.14. Itec will not be liable for any claims and/or damages incurred as a result of porting delays caused by third-party suppliers or the Customers previous voice provider.

1.15. The following circumstances and events may impact on quality and usage of the iVoice Service –

1.15.1. degradation of service on the Access Circuit and/or Cross-Connect;

1.15.2. Overutilization of available Bandwidth;

1.15.3. degradation of service on the PSTN or mobile networks; or

1.15.4. any action, omission and/or failure caused by the Customer and/or the User and/or its systems, software, network and/or equipment.

1.16. The Customer and/or the User is responsible for dialling the correct telephone number. Itec shall not be held liable for VoIP communication terminated at an incorrect terminating party arising out of such an action.

1.17. The Customer acknowledges that the iVoice Service cannot terminate all emergency numbers and VAS numbers.

1.18. Itec is under no obligation to validate or investigate the authenticity of any telephone calls originating and/or terminating from/on the Site(s). Itec will not be liable for any fraudulent and/or unauthorised telephone calls originating and/or terminating from/on the Site(s). It is the responsibility of the Customer and/or the User to notify Itec in the event of suspected fraud, unauthorised use and/or abuse.

1.19. Without limiting the provisions of this clause 1, Itec shall not be liable to the Customer for:

1.19.1. the failure of Itec to supply and/or deliver any Services and/or provide installation of any Equipment on a specified date unless such date has been agreed to in writing and such failure is solely attributable to Itec. The recourse available to the Customer shall be limited to Service Credits, for such Service as set out in the applicable Service Schedule; and/or

1.19.2. the interruption, suspension or termination of the Services for reasons caused by Force Majeure events; and/or

1.19.3. any costs arising from unauthorised access to and/or use of any Equipment or devices, including Itec Equipment and Customer Premises Equipment, used by the Customer to access the Services by Itec of any third party acting on behalf of Itec or the Customer; and/or

1.19.4. loss or damage arising as a result of lost, damaged or corrupted data due to reasons that are not attributable to Itec

1.20. The Customer hereby indemnifies and holds Itec harmless against: any failure by the Customer to include in its agreement with the User an indemnity in favour of Itec, in terms of which the Customer indemnifies Itec to at least the same extent as the User indemnifies Itec.

1.21. Call termination dependent on third-party networks is provided as a Best-Effort. Calls to and from mobile numbers cannot be guaranteed as they are dependent on remote party mobile signal.

1.22. The terms and conditions in Schedule 15: Cloud Services and the Server Hosting Services Contract, available on request apply where the iVoice Service is provisioned on a hosted PBX platform.

2. **Voice Bundles**

2.1. Voice Bundles are categorized according to Voice Bundle Types listed in Table 8.1 below:

Table 8.1

Bundle Type	Maximum Users per Bundle Type
Starter	1 – 10 Users
Growth	11 to 15 Users
Pro	16 to 20 Users
Scale	21 to 25 Users
Enterprise	26 to 30 Users

2.2. Should the Customer increase the number of Users beyond the limits of their current Bundle, the Customer's account will be automatically upgraded to the next applicable Bundle tier.

2.3. Fair use policy to apply in cases of high usage and/or abuse of benefits. Should the Customer's usage exceed the allocated minutes in any month of a given quarter on the Customer's current Bundle, the Customer account will automatically be upgraded to the next applicable Bundle in the following quarter.

2.4. Itec reserves the right to adjust blocked destinations on any uncapped product as deemed necessary to restrict fraudulent activity.

2.5. Voice Bundles may not be utilized in conjunction with any bulk outbound calling systems, automated dialing technologies, or high-volume telephony applications, including but not limited to call centre platforms or predictive dialers. Such usage constitutes a breach of this Fair Use Policy and may result in immediate suspension or termination of the Service.

2.6. Voice Bundle calls are restricted to South African fixed and mobile destinations only. International destinations are charged at Itec's prescribed rates.

2.7. Full A-Z rates is available upon request.

3. **CHARGES**

3.1. As payment for the provisioning of the iVoice Service the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement and categorised by Itec according to the specified destination rate for Local calls, National calls, Mobile Calls, Inbound Calls, Inter- branch calls, International calls and Special calls.

3.2. The Customer acknowledges that:

3.2.1. Itec reserves the right to adjust the charges for International calls from time to time in accordance to its current rate table depending on the rate of exchange at its sole discretion without prior notice; and

3.2.2. Itec reserves the right to adjust the charges for Special calls from time to time in accordance with the costs from third-party network operators value added service call rates, at Itec's sole discretion and without prior notice.

3.2.3. Itec reserves the right to adjust voice rate plans from time to time in accordance with the costs from third-party network operators value added service call rates, at Itec's sole discretion and without prior notice.

3.3. The Charges shall be exclusive of any costs associated with the Access Circuit and/or Dedicated Access Circuit and/or Cross-Connect.

3.4. The Charges shall be calculated by Itec monthly in arrears on the actual call usage emanating from the Customer and/or the User.

3.5. Calls are billed per second rounded up to the nearest 1 (one) cent, then totalled as a minute value and billed as a quantity of minutes for the month for each Call Destination.

3.6. Prices are exclusive of VAT.

SCHEDULE 12: EQUIPMENT HOSTING SERVICES

1. **PROVISIONING OF THE EQUIPMENT HOSTING SERVICE**

1.1. In order for Itec to provide the Equipment Hosting Service, the following are required and need to be provided by the Customer –

1.1.1. Server;

1.1.2. Operating Software; and

1.1.3. Respective software licensing.

1.2. The Server will be housed at the Colocation. The Customer shall under no circumstances be entitled to remove the Server from the Colocation without prior written notice and settlement of outstanding Charges as per contract. The Equipment may only be removed from the Colocation on arrangement and under the supervision of an Itec authorised representative.

1.3. For physical hosting, Itec will provide Rack Space Service to the Customer in accordance with the Rack Space product selected by the Customer on the Communications Services Agreement.

1.4. Direct Internet Access (DIA) is a separate product that is needed in conjunction with the Equipment Hosting Service. The peak outbound traffic rate to the internet or NNI interfaces will be limited to the Direct Internet Access or NNI service as subscribed to for the Server by the Customer with Itec. Overutilization of either Direct Internet Access or NNI services by the Server may impact on the Service/s performance. It is the sole responsibility of the Customer to increase Internet or NNI capacity to the Server to suit the Customer's needs.

1.5. The Customer will ensure that the Equipment Hosting Services are used strictly in accordance with Itec's AUP, which is available on request, and the Customer will at all times comply with all applicable South African laws and the Schedule 1: Response and Fault Procedures and will report all service requests through Help Desk and/or any such other point of contact indicated by Itec.

1.6. Failure to comply with clause 1.5 will constitute a breach of the Equipment Hosting Service. Should the Customer not rectify the breach in the month subsequent to notification by Itec, Itec reserves the right to terminate the Service unconditionally.

2. **PROVISIONING OF RACK SPACE**

2.1. If a physical Server is provided by the Customer to Itec to Host –

2.1.1. the Customer will deliver the Server to the Location at its own cost;

2.1.2. Customer will be responsible for the set-up and configuration as well as the warranty of the Server;

2.1.3. the Customer warrants and represents that it is the owner of the Server and/or that it has the right to be in possession of the Server. Itec shall not be liable for, and the Customer indemnifies Itec against, any claim or losses incurred by Itec as a result of the Customer's breach

of the aforementioned warranty;

  2.1.4. all back-ups and Server hardware are the sole responsibility of the Customer. Itec will not be liable for any losses or damages the Customer may suffer as a result of Customer's failure to perform back-ups or any failure in Customer Server hardware; and

  2.1.5. all risk of loss, damage and/or destruction of or to the Server whilst housed at the Location shall remain vested in the Customer, and the Customer shall make its own arrangement regarding the insurance thereof.

2.2. If the Server is provided by Itec –

  2.2.1. unless supplied with the Server, the Customer will be responsible for providing relevant virtualization, clustering and backup software. Itec's responsibility is limited to the initial configuration of the virtualization environment;

  2.2.2. installation of the Customer specific virtual machine operating system and application software is the sole responsibility of the Customer;

  2.2.3. apart from facilitating the Server's manufacturer warranty, Itec will not be responsible for the Server including maintenance, repair,

  2.2.4. virus protection, upgrades, updates, security updates/patches or the like; and

  2.2.5. Itec's responsibility to back-up any data on the Server is limited to automated centralised management utilities for virtual server- based cluster redundancy between two or more of the customer's Servers. All other back-ups are the sole responsibility of the Customer. Itec will not be liable for any losses or damages the Customer may suffer as a result of Customer's failure to perform back-ups.

  2.2.6. The Server or any other Equipment in Itec's possession, which relates to Rack Space, shall be held by Itec as security for the Customer's fulfilment of all its obligations with regard to Rack Space Services. Itec reserves the right to suspend or terminate all Services related to the Equipment Hosting Services while the Customer complies to fulfilling their obligation in terms of these Terms and Conditions.

  2.2.7. Itec shall be responsible for the installation which shall include the following –

    2.2.7.1. allocation of hosting space for the Server in accordance with the Customer's selection in the Communications Services Agreement;

    2.2.7.2. allocation of an IP Address and/or additional IP Addresses (if selected on the Communications Services Agreement) for the Server to enable a connection from the Server to Itec's network and enable and facilitate the transmission of Data Traffic as well as the provision of the relevant IP Address information (including IP gateways, DNS servers and subnet information) and Customer identifiers to the Customer.

    2.2.7.3. provisioning the amount of Internet bandwidth, provided by Itec as Dedicated Internet Access (DIA) Service, in accordance with Customer's choices in the Communications Services Agreement; and

    2.2.7.4. configuration of a unique VLAN.

2.3. Except if otherwise stated, Itec shall grant the Customer access to the Server either remotely or at the Location and the Customer agrees to be bound by Itec's and its providers security policies and/or it's occupational health and safety rules.

2.4. Itec and its approved provider, will use reasonable endeavours to provide a smooth, uninterrupted electrical power supply to the Server. Other than as specifically provided in the Terms and Conditions, Itec will not be liable for any loss or damage as a result of any interruption in the electrical power supply.

SCHEDULE 13: iNET APN SERVICE

1. PROVISIONING OF THE iNET APN SERVICE

1.1. Itec shall provide the iNet APN service required to enable the Customer's Users to connect to their IP network, by use of an APN made available on a mobile network, the Customer's mobile devices will be able to connect to the network by 3G, 4G or LTE depending on the signal strength and supported local tower technology.

1.2. The Customer shall be responsible for its own mobile devices and infrastructure and shall implement such reasonable security measures in respect thereof to ensure that the security of the iNet APN Service is not compromised, or users use unrestricted out of bundle or roaming Data.

1.3. Itec will assign IP addresses to the Customer, and/or the User on a non-exclusive basis and based on the number of the Customer's and/or the User's Workstations / Nodes and as required and used by the Customer and/or the User. These IP address blocks are for the Customer's and/or the User's use only and Itec will not guarantee the routing of any entity other than the Customer, and/or the User even if such IP address is part of the block assigned to the Customer and/or the User.

1.4. IP addresses remain the property of Itec and is not transferable. In the event that the Customer and/or the User discontinues the iNet Service, the Customer and/or the User will need to obtain new IP addresses and Itec will have no responsibility or liability for any costs or actions incurred by the Customer and/or the User in obtaining or reconfiguring its equipment with new IP addresses.

1.5. The Customer indemnifies Itec from any loss, whatsoever, arising as a result of the iNet APN Service.

1.6. All out of bundle rates and roaming charges on the SIM cards are for the Customer's own account.

2. SERVICE LEVELS

2.1. The iNet APN Service is a Best Effort Service and is dependent on adequate signal and network coverage and the mobile operator network infrastructure. The Customer indemnifies Itec from any loss, whatsoever, arising as a result of any interruption or delay in the iNet APN Service.

2.2. The infrastructure that supports the connectivity for this Service, is not provided or supported by Itec. Itec does not accept any liability for the management or malfunction of any third-party infrastructure.

2.3. All disruptions in iNet APN services will be logged by Itec with the relevant Mobile network for resolution. Itec makes no warranty or guarantee with regards to iNet APN services.

3. CHARGES

3.1. The Charges shall be exclusive of any costs associated with the provision of the iNet APN service, data transmitted or downloaded by means of the iNet APN Service.

3.2. As payment for the provisioning and monthly recurring Charges of the iNet APN Service, the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement.

3.3. As payment for the provisioning of the APN Base name, Data Bundle Charges, SIM card mobile Subscription fees, and SIM card data control portal fees, the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement.

3.4. Once the number of GB's available in a Data Bundle as specified in the Communications Services Agreement has been depleted, any additional data will be charged at Out-of-Bundle rates as set out in the Communications Services Agreement.

SCHEDULE 14: SERVICE LEVEL AGREEMENT

1. Terms and Conditions of Service

1.1. This Schedule defines the service tiers, availability windows, response and resolution commitments, and responsibilities applicable to all Services on the Communications Service Agreement.

1.2. This Schedule forms part of the Communications Service Agreement and Communications Terms and Conditions and it's Schedules there to and must be read together with these terms and Itec' Main Terms and Conditions

1.3. The SLA applies to all Sites listed on the Communications Service Agreement.

2. **Definitions**

2.1. "**After-Hours**" means all times outside Business Hours, including weekends and public holidays.

2.2. "**Business Hours**" means 08:00 to 17:00 Monday to Thursday and 08:00 to 16:00 Friday, excluding public holidays.

2.3. "**Ad-Hoc**" means a best-effort service model provided on an as-needed basis. Support is limited to telephonic or remote assistance during business hours, with no guaranteed availability, response, or resolution times. Onsite attendance is separately chargeable.

2.4. "**Basic**" refers to a contracted service tier that provides defined remote support during business hours, including user extension adds, moves, and changes, as well as standard monitoring. Response and resolution times are managed in accordance with this SLA. This tier is suitable for business environments where user extensions require regular remote updates.

2.5. "**Essential**" means a contracted service tier providing defined business-hours support, limited onsite attendance, and standard monitoring. Response and resolution times are governed by this SLA. Suitable for small business environments with moderate service needs.

2.6. "**Standard**" means an enhanced service tier including 24/7 remote support, defined onsite visits, advanced SLA commitments, and inclusion of Voice Logging and TMS functionality. Suitable for medium-to-large enterprises requiring higher reliability and proactive reporting.

2.7. "**Premium**" means the highest service tier offering full 24/7 coverage, proactive monitoring, quarterly preventative maintenance, enhanced system support (including Hosted Controller and Firewall), and a dedicated account manager. Designed for mission-critical environments.

2.8. "**Priority Level (P1–P4)**" means the classification of incidents based on severity and business impact, as defined in Section 3 of this SLA.

2.9. "**Resolution Time**" means the maximum time permitted to restore the Service or to provide a temporary workaround that returns the Service to operational levels, to the extent such restoration or workaround is within Itec's reasonable control. Resolution Time excludes any delays resulting from Customer-owned or unsupported equipment, Customer-caused actions, restricted access to the Site, third-party carrier or upstream network failures, cyber-security incidents, scheduled maintenance, non-redundant or single-path infrastructure, environmental or power-related issues at the Site, Customer-driven delays, or any force majeure events.

2.10. "**Response Time**" means the time from when Itec receives a fault or request to when Itec formally acknowledges it via email, ticketing system and provides a ticket reference number.

3. **Priority Levels, Response & Escalation**

3.1. Service Tickets under SLA Tiers 1 to 3 that are logged with the Help Desk will be prioritized as indicated in the Table below:

Priority	Description	Typical Impact
P1 – Critical	Complete service outage or failure with no workaround.	Business operations halted.
P2 – High	Partial service impact or degraded performance.	Business partially affected.
P3 – Medium	Minor issue with workaround available.	Non-critical inconvenience.
P4 – Low	Minor issues, change requests, or user assistance (Tier 3 only).	No business impact.

4. **Add-Ons & Exclusion**

4.1. **Add-Ons**

4.1.1. Additional onsite: quoted at Itec's then prescribed rates (quote required).

4.1.2. LTE failover: quoted at Itec's then prescribed rates (hardware & SIM dependent).

4.1.3. Travel > 50 km from Itec service centre billed at quoted at Itec's then prescribed rates.

4.2. **Exclusions**

4.2.1. Third-party carrier outages, force majeure, negligence, or misuse.

4.2.2. Power surges, obsolete equipment, or LAN/WAN/SIM issues not covered by contract.

4.2.3. Hardware replacement or repairs due to tampering, environmental damage, or unauthorized changes.

4.2.4. Data migration, network configuration, or software reloading unless contracted.

4.2.5. Outages arising from Customer's internal infrastructure or unauthorized modifications.

5. **Terms & Conditions**

5.1. **Itec Responsibilities**

5.1.1. Itec will provide service to Sites as listed on Communication Service Agreement, provided the Customer complies with it's obligations as per the agreement. Itec will not liable for losses from service malfunction or failure except in cases of gross negligence attributable to Itec.

5.1.2. Additional travel charges apply only outside 50km radius.

5.1.3. The timelines indicated in the Communication Service Agreement are indicative, non-punitive and only applicable on incidents where all of the components of Service are under Itec's control.

5.1.4. Services provided during normal working hours (08:00–17:00 Mon–Thu; 08:00–16:00 Fri). After-hours services are billed separately.

5.2. **Customer Responsibilities**

5.2.1. Pay service charges in advance via debit order/EFT. Overdue amounts attract prime +6% interest.

5.2.2. Pay bank charges on returned debit orders.

5.2.3. Accept that service charges may change with 1-month prior notice.

5.2.4. Authorize and allow Itec to perform maintenance, modifications, and repairs. Unauthorized work voids warranty and may incur additional charges.

5.2.5. Provide suitable environment and access for Itec.

5.2.6. Ensure proper use of services and equipment; misuse of services and equipment will incur service and repair fees.

5.2.7. Notify Itec of re-siting or network changes; accept quotations for any related work.

5.2.8. Indemnify Itec for third-party network, SIM, or data provider issues affecting service.

5.2.9. Consent to Itec assigning or ceding rights; Customer may not assign their rights and obligations without Itec's written consent.

5.3. **Service Provision**

5.3.1. Includes remote and onsite resources per Schedule A.

5.3.2. Replacement goods due to fair wear and tear at Itec's sole discretion; replaced parts become Itec property.

5.3.3. Non-warranty goods charged at Itec's prescribed rates.

5.4. **Downtime and Delay**

5.4.1. Customer indemnifies Itec against losses from maintenance downtime or third-party delays.

SCHEDULE 15 – VOICEGATE FLEX SERVICES

1. **DEFINITIONS RELATED TO SCHEDULE 15 SPECIFICALLY:**
   1.1. "**Mobile Application**" means a voice mobile app, also known as a voice app or voice-enabled app, refers to a software application designed to enable incoming and outgoing calls via the application for mobile devices.
   1.2. "**Softphone**" means a software application that allows users to make calls over the Internet using a computer, laptop or tablet. It essentially turns a computer or mobile device into a virtual phone, enabling voice and through an internet connection.
   1.3. "**Public Network**" means networks that are accessible and available to the general public or a wide range of users.
   1.4. "**IP**" means Internet Protocol.
   1.5. "**MOS**" means Mean Opinion Score as a measurement of voice quality.
   1.6. "**Voicegate Seat License**" means the use of an extension licence and includes remote support during business hours.
   1.7. "**Anticipatory Costs**" means the costs as set out in clause 4.6.

2. **COMMENCEMENT AND TERMINATION**
   2.1. The Customer appoints Itec, which appointment Itec accepts, to supply the Services to the Customer for the Initial Period in accordance with the terms and subject to the conditions set out in these Terms and Conditions and the Communications Services Agreement commencing from the Activation Date.
   2.2. The Parties may terminate a Communications Services Agreement at the expiry of the Initial Period, by giving the other Party 30 (thirty) days' prior written notice before the end of the Initial Period, failing which, Itec shall continue to provide the Services and/or maintain the Equipment after the Initial Period on the terms and subject to the conditions of these Terms and Conditions and such Communications Services Agreement shall continue on a month- to- month basis until terminated by either Party on 30 (thirty) days' prior written notice to the other Party.
   2.3. Should the Customer cancel the Services within twelve (12) months of activating the Services, settlement Charges will apply as per clause 5.2 of this Schedule.
   2.4. clause 5.2 of this Schedule.
   2.5. Prior to the expiry of the Initial Period and on every anniversary of the Effective Date, Itec shall notify the Customer in writing of any material changes to the Communications Services Agreement. The Parties agree that any changes to these Terms and Conditions shall take effect 30 (thirty) days following notice being published on the Itec Website.
   2.6. Should the Customer terminate any Communications Services Agreement prior to the expiry of the Initial Period for any reason whatsoever other than expressly provided for in these Terms and Conditions, and subject to clause 2.3, the Customer shall remain liable for all amounts owing to Itec, which would have been due up to the earliest possible date of valid termination of such Communications Services Agreement.
   2.7. The Customer shall have 3 (three) business days from the Commissioning Date to test the Equipment or Service and to notify Itec, in writing, of any disputes or issues with the Equipment or Service. In the event that no disputes or issues have been raised in writing by the Customer, such Equipment or Service will be deemed as accepted and duly signed off by the Customer.
   2.8. Any new or additional services, equipment and/or software to be provided by Itec to the Customer will be agreed to in a new and additional Communications Services Agreement, which will commence on the Effective Date set out therein and shall be subject to these Terms and Conditions.
   2.9. The Parties acknowledge that the Services are subject to government or relevant authority regulated limitations and may be temporarily or permanently interrupted as necessary or appropriate and hereby indemnify one another against any direct or indirect loss or damages of any nature whatsoever or howsoever arising as a result of such disruptions.

3. **PROVISIONING OF THE VOICEGATE FLEX SERVICE**
   3.1. Itec will provide the Customer with the selected Voicegate Service/s, as per the Communications Services Agreement, subject to the Customer accepting the relevant SLA applicable to the Voicegate Service/s and any Charges related to these Services. Should the Customer opt not to accept the relevant SLA and Charges applicable, the Voicegate Service/s will be provided on an ad-hoc basis at Itec's then prescribed rates. The Services will be provided during business days in respect of the handset(s) and/or Software supplied by Itec to the Customer.
   3.2. The Voicegate Service is provisioned via and reliant on a fully functioning Access Circuit supplied by Itec or third party supplied Access Circuit to function. Some parts of the Access Circuit may rely on a third-party supplier infrastructure. In the event of a network outage the Voicegate Service will not function until the Access Circuit is restored. The Customer indemnifies Itec against any loss or damage, whether direct or consequential, and/or any costs, claims or demands of any nature outside of Itec's control.
   3.3. Itec may provide the Customer with new telephone numbers allocated on Itec's network and/or its suppliers to activate the Customer's ported numbers for use with the Voicegate Service. Itec cannot in any way warrant or undertake that the Customer will be provided with sequential telephone numbers. In the event of a termination and subsequent re-activation Itec cannot guarantee that the Customer will be allocated the same telephone numbers previously allocated to the Customer.
   3.4. Itec will only provide the Customer with CLID and/or DID/DDI Service/s for numbers belonging to Itec and/or ported to Itec. Itec will not be able to provide CLID and/or DID/DDI Service for numbers not belonging to Itec and/or ported to Itec.
   3.5. Itec has the right to approve or decline any port out request of any telephone number to be ported out to another service provider for the duration of these Terms and Conditions. No porting of numbers will be actioned should the Customer's account be in arrears.
   3.6. The Voicegate Service does not function in the event of a power outage, PSTN outage and/or Customer LAN failure and/or SIP trunk failure. Should there be such an outage/failure, the Voicegate Service will not function until the outage is restored. Itec may require the Customer to reset or reconfigure the Equipment after restoring such an outage.
   3.7. Only Itec approved handsets and consoles are supported by the Voicegate Service. Itec will supply such handsets and consoles, setup and configuration are included in the basic installation fee.
   3.8. The Voicegate Service does not support voice over WiFi. Itec does not guarantee the range or performance of any WiFi or DECT solution.
   3.9. Only Itec supplied network devices such as, but not limited to, routers and network switches are supported by the Voicegate Service.
   3.10. Itec will provision the Equipment to function with the Voicegate Service. On contract termination, the Customer will be responsible for Equipment reconfiguration by their new service provider and only on equipment supplied by the Customer. All Equipment supplied by Itec will be returned to Itec, in good working condition, at the time of termination.
   3.11. Any public IP addresses assigned to the Equipment is on a non-exclusive basis. IP addresses remain the property of Itec and are not transferable.
   3.12. The Customer shall notify Itec in writing of the connection of any third-party equipment not supplied by Itec to the Customer's network and/or Equipment and/or any changes in the configuration of any Equipment during the term of these Terms and Conditions as these can interfere with the Voicegate Service. Itec will not be liable for any claims and/or damages incurred as a result of such an action by the Customer.
   3.13. The following circumstances and events may impact on quality and usage of the Voicegate Service:
      3.13.1. degradation of service on the Access Circuit;
      3.13.2. Overutilization of available bandwidth; and any action, omission and/or failure caused by the Customer and/or its systems, software, network and/or equipment.

3.14. The Customer is responsible for dialling the correct telephone number. Itec shall not be held liable for VoIP communication terminated at an incorrect terminating party arising out of such an action.

3.15. The Voicegate Service cannot terminate all emergency numbers and VAS numbers.

3.16. Itec will not be liable for any fraudulent and/or unauthorised telephone calls originating and/or terminating from/on the Customer Site(s). It is the responsibility of the Customer to notify Itec in the event of suspected fraud, unauthorised use and/or abuse.

3.17. Itec will not be liable for any loss of Service availability caused by incidents beyond Itec's reasonable control, including denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, Internet availability, IP transit provider(s), SYN attacks and/or any other Force Majeure Event.

3.18. The Voicegate Service excludes onsite support services, where the Help Desk is not able to resolve a query remotely Itec will dispatch an Itec engineer to attend to the query at the Site(s) at additional cost as set out in Itec's then prescribed rates. Onsite support Charges will not apply to the Customer if the Customer has subscribed to the Voicegate Service SLA with its respective Charges, subject to clause 3.13 on this Schedule. The Customer agrees that should Itec find the reason for the support call out is due to the Customer's negligence, unauthorised use and/or abuse, Itec will apply the respective Charges at Itec's then prescribed rates.

3.19. Mobile and desktop devices typically connect via the Customer's WiFi and/or mobile internet data connection, which may not be provided by Itec. The Customer acknowledges that Itec will not be liable for any loss or damages suffered by the Customer as a result of loss in service while utilizing WiFi and/or mobile internet data connections.

3.20. Voicegate Service and CE Equipment contain third-party software under the GNU General Public License (GPL). Voicegate uses software under the specific terms of the GPL. Please refer to the GPL for the exact terms and conditions of the license. The original GPL license, source code of components licensed under GPL and used in enabling the Voicegate Service on compatible products and can be provided on request.

3.21. Voicegate Seat Service per extension, including unlimited remote support during business hours, is a compulsory Charge.

3.22. The Voicegate Mobile App Ext and the Voicegate Desktop Ext, per App extension allows the Customer and/or the User access to Voicegate Services accessible via mobile and desktop Software. Mobile and desktop devices typically connect via the Customer WiFi and/or mobile internet data connection, which may not be provided by Itec. The Customer acknowledges that Itec will not be liable for any loss or damages suffered by The Customer as a result of loss in service while utilizing WiFi and/or mobile internet data connections.

3.23. Standard Voicegate Telephone Management System (TMS) is a telephone management service accessible via a secure online web portal providing detailed call records, excluding billing, per user and/or extension.

3.24. Advanced Voicegate Telephone Management System (TMS) is a telephone management service accessible via a secure online web portal providing detailed call records and billing per user and/or extension. The Advanced Voicegate Telephone Management System (TMS) is a Service that is only applicable on users and/or extensions provisioned via the Voicegate Service with the respective Charges per system and per extension.

3.25. Voicegate Service SLA includes remote support requirements per Customer Site/s, according to the change request and/or issue logged as per the Communications Master Services Terms and Conditions and its Schedule 1: Response and Fault Procedures. The monthly Voicegate Service SLA Charge does not include onsite support or call out Charges if an onsite visit is needed, this will be Charged at Itec's then prescribed rates.

4. **CHARGES**

4.1. As payment for the provisioning of the Voicegate Service and call usage the Customer will be liable to pay Itec the Voicegate and Call Charges as specified in the Communications Services Agreement.

4.2. Voicegate Charges shall be billed monthly in advance.

4.3. Call Charges shall be calculated by Itec monthly in arrears on the actual call usage, calculated per second, originating from the Customer.

4.4. Payment for the Voicegate Flex Service will be collected via debit order as agreed to and signed on the Communications Services Agreement Form.

4.5. Prices are exclusive of VAT.

4.6. Anticipatory costs are Charges that will be levied by Itec to recover the Charges that Itec would have billed for the duration of the Voicegate Flex Communications Services Agreement fixed term if the Voicegate Flex Communications Services Agreement had run its full term.

5. **CANCELLATION**

5.1. Should the Customer terminate the Voicegate Flex Services Communications Services Agreement prior to the expiry of the Initial Period for any reason whatsoever other than expressly provided for in these Terms and Conditions, the Customer shall remain liable for all amounts owing to Itec which would have been due up to the earliest possible date of valid termination of such Communications Services Agreement.

5.2. Should the Customer cancel the Voicegate Flex Services Communications Services Agreement post Activation Date, where Equipment is included, the following shall apply –

5.2.1. Customer may cancel at any time on no less than 30 (thirty) days' notice, but such cancellation shall be subject to any settlements due at the time of cancellation if cancelled within the first 12 (twelve) months of the Activation Date.

5.2.2. The settlement due in respect of the Voicegate Flex Services is the full cost of the Equipment.

6. **PROVISIONING OF THE IVOICE SERVICE AND CHARGES**

6.1. The iVoice Service is provided for the exclusive use of the Customer and is not provided for resale or use by third parties.

6.2. Unless otherwise requested by the customer, the installation will be carried out from Monday to Friday during local Business Hours.

6.3. Additional costs may apply for installations carried out outside of these times.

6.4. The contracted services do not include post-deployment installations, moves, adds and changes to the service equipment. These requests will be quoted based on customer request.

6.5. The installation timeframe is dependent upon Access Links.

6.6. iVoice service is provided via an Access Circuit or SDWAN over the Customer provided third-party connectivity service and is dependent on such underlying access service performance and SLA. As a result, Quality of service cannot be guaranteed for Voicegate Flex Services and is delivered as a Best Effort Service.

6.7. When a Customer provided third-party connectivity service is used for iVoice, it must provide industry standard Quality of Service mechanisms and assign the highest priority processing for voice traffic with latency under 30ms and caters for a minimum of G711 call quality.

6.8. The iVoice Service is provisioned via and reliant on a fully operational Access Circuit tend/or Dedicated Access Circuit and/or Cross Connect or Customer provided third-party connectivity to function. In the event of a network outage the iVoice Service will not function until the connectivity is restored.

6.9. Where the iVoice service is provided over a Customer provided third-party connectivity the iVoice service shall be provided as best effort. The Customer indemnifies Itec from any loss, whatsoever, arising as a result of any interruption or delay in iVoice services as a result of any failure in the Customer provided third-party connectivity.

6.10. The Customer will ensure that the PBX supplier or vendor is available to undertake any necessary configuration changes required for

the PBX to operate correctly with the iVoice Service whenever required.

6.11. Itec may provide the Customer with new telephone numbers allocated on the Core Network and/or activate the Customer's ported numbers for use with the iVoice Service. Itec cannot in any way warrant or undertake to the Customer and/or the User that the Customer and/or the User will be provided with sequential telephone numbers. The Customer acknowledges and agrees that Itec cannot guarantee that the Customer will, in the event of a termination and subsequent re-activation, be allocated the same telephone numbers previously allocated to the Customer.

6.12. The customer acknowledges that Itec cannot present other licensed operator's numbers as Calling Line Identification (CLID) on outbound voice calls, which is in line with local regulation.

6.13. Itec assumes no liability for any losses incurred due to the Customer's publishing of its numbers.

6.14. Itec will provide the customer with CLID and/or DID/DDI Service for numbers belonging to Itec and/or ported to Itec. Itec will not be able to provide CLID and/or DID/DDI Service for numbers not belonging to Itec and/or ported to Itec. Should Itec deem it reasonably necessary for any reason whatsoever to alter the telephone number or any other code or number which has been allocated to the customer for the equipment, it shall be entitled to do so on 30 days' written notice to the customer.

6.15. Should any of Itec's interconnect partners reclassify/reroute any calls having originated from Customer's Site to be of a type of call that is not subject to a regulated interconnect tariff, and as a result re-rates such calls because of such reclassification/rerouting, then Itec shall be entitled to proportionately increase the Itec charges applicable to such rerated calls.

6.16. Data usage charges associated with the use of Mobile Applications and/or Softphones will be for the customer's own account.

6.17. No telephone number shall be ported out to another service provider for the duration of these Terms and Conditions and that Itec has the right to approve or decline such port out request in line with ICASA regulations. No porting of numbers will be actioned should the Customer's account be in arrears.

6.18. The iVoice Service does not function in the event of a power outage, PSTN outage, PBX failure and/or SIP trunk failure. Should there be such an outage/failure, the iVoice Service will not function until the outage is restored. Itec may require the Customer and/or the User to reset or reconfigure the Equipment after restoring such an outage.

6.19. Devices including modems, point of sale devices, facsimile machines and security systems are not supported by the iVoice Service. The Customer hereby waives any claim against Itec for the iVoice Service being unavailable for use with such devices/systems/machines.

6.20. Itec will assign IP addresses to the Equipment on a non-exclusive basis. IP addresses remain the property of Itec and are not transferable. In the event that the Customer discontinues the iVoice Service, the Customer will need to obtain new IP addresses and Itec will have no responsibility or liability for any costs or actions incurred by the Customer to reconfigure any equipment.

6.21. The Customer shall notify Itec in writing of the connection of any third-party equipment not supplied by Itec to the Customer's network and/or Equipment and/or any changes in the configuration of any Equipment during the term of these Terms and Conditions as these might interfere with the iVoice Service. Itec will not be liable for any claims and/or damages incurred as a result of such an action by the Customer and/or the User.

6.22. Itec will not be liable for any claims and/or damages incurred as a result of porting delays caused by third-party suppliers or the Customers previous voice provider.

6.23. The following circumstances and events may impact on quality and usage of the iVoice Service –
6.23.1. degradation of service on the Access Circuit and/or Cross-Connect;
6.23.2. Overutilization of available Bandwidth;
6.23.3. degradation of service on the PSTN or mobile networks; or any action, omission and/or failure caused by the Customer and/or the User and/or its systems, software, network and/or equipment.

6.24. The Customer and/or the User is responsible for dialling the correct telephone number. Itec shall not be held liable for VoIP communication terminated at an incorrect terminating party arising out of such an action.

6.25. The Customer acknowledges that the iVoice Service cannot terminate all emergency numbers and VAS numbers.

6.26. The Customer acknowledges and agrees that initiating emergency calls from the Equipment and/or Services supplied by Itec under this Agreement may result in a delay in the response time of any such emergency service. The customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will Itec be liable for any delays encountered by the Customer should such calls have been placed using Itec's Equipment and/or Services nor for any direct or indirect damage or loss or injury suffered by the Customer as a consequence of any such delays.

6.27. Itec is under no obligation to validate or investigate the authenticity of any telephone calls originating and/or terminating from/on the Site(s). Itec will not be liable for any fraudulent and/or unauthorised telephone calls originating and/or terminating from/on the Site(s). It is the responsibility of the Customer and/or the User to notify Itec in the event of suspected fraud, unauthorised use and/or abuse.

6.28. Customer is responsible for ensuring that Equipment is configured to present CLID which comply with the Numbering Plan Regulations and the ITU-T recommendations relating to the presentation of CLI, particularly ITU-T Recommendations E.164 and Q763.

6.29. Calls not displaying correct CLID will be subject to higher call Charges and/or blocked by upstream providers.

6.30. It is also forbidden for Customers to manipulate CLID. Number displayed by the Customer should always be an Itec assigned number or valid ported number.

6.31. Call termination dependent on third-party networks are provided as a Best-Effort. Calls to and from mobile numbers cannot be guaranteed as they are dependent on remote party mobile signal.

6.32. Itec cannot in any manner guarantee or measure the quality of voice services provided over "Public Networks" where there is no direct IP connection to Itec. Loss of voice integrity and quality cannot be measured by means of MOS or any other manner over networks not linked directly to Itec. Itec shall not be liable for any claims into services offered whilst traversing "Public Networks".

7. **CHARGES**
7.1. As payment for the provisioning of the iVoice Service the Customer will be liable to pay Itec the Charges as specified in the Communications Services Agreement and categorised by Itec according to the specified destination rate for Local calls, National calls, Mobile Calls, Inbound Calls, Interbranch calls, International calls and Special calls.
7.2. The Customer acknowledges that:
7.2.1. As default, certain international destinations are blocked due to high calling charges and known fraudulent destinations. Should a Customer need to make calls to these blocked destinations, a written request (on Company/End-User letterhead) needs to be sent to Itec by an authorised signatory before any changes can be actioned by Itec.
7.2.2. Itec reserves the right to adjust the charges for International calls from time to time in accordance with its current rate table depending on the rate of exchange at its sole discretion without prior notice; and
7.2.3. Itec reserves the right to adjust the charges for Special calls from time to time in accordance with the costs from third-party network operators value added service call rates, at Itec's sole discretion and without prior notice.
7.3. The Charges shall be exclusive of any costs associated with the Access Circuit and/or Dedicated Access Circuit and/or Cross Connect.
7.4. The Charges shall be calculated by Itec monthly in arrears on the actual call usage emanating from the Customer and/or the User.
7.5. Calls are billed per second rounded up to the nearest 1 (one) cent, then totalled as a minute value and billed as a quantity of minutes for the month for each Call Destination.
7.6. Prices are exclusive of VAT.