



## CALL RECORDING SERVICE SCHEDULE

### 1. INTRODUCTION

- 1.1. The Customer wishes to or has purchased Call Recording Services as contemplated in the relevant COF. The terms and conditions relating to the Call Recording Services are set out in this Service Schedule.

### 2. DEFINITIONS

- 2.1. For the purposes of this Service Schedule, the following expressions shall have the meanings given to them hereunder:
- 2.1.1. **"Call"** means a communication session, with a start and end time, carrying any sounds, signals, signs or images sent and received by a system, a network, a series of electronic communications facilities, radio, optical, other electromagnetic apparatus or any similar technical system used for the purpose of electronic communications;
- 2.1.2. **"Call Recording Services"** means the secure record, storage and retrieval of audio files and related data in respect of a Call made using the Atmos hosted call recording platform in the Teraco data centre;
- 2.1.3. **"COF"** means the Customer Order Form through which the Customer purchases the Call Recording Services, which includes the details of the services such as quantities and charges;
- 2.1.4. **"CPE"** means the Customer Premises Equipment located and installed at the Customer's Site, used in conjunction with the Call Recording Services, whether provided by the Customer or leased by Liquid;
- 2.1.5. **"Customer Site"** means the site owned or leased by the Customer or any other site used to provide the Call Recording Service, as set out in the COF;
- 2.1.6. **"End User"** means the end-user of the Customer who uses the Call Recording Service;
- 2.1.7. **"Emergency Maintenance"** means any reactive or unscheduled maintenance which must take place on Liquid's Network or hosting infrastructure urgently, failing which extensive Network outages or similarly disastrous consequences may follow;
- 2.1.8. **"Network"** means the communication network, components and network equipment owned and/or operated by Liquid, including points of presence, but does not include Customer Devices, Customer Premises equipment (modems, routers etc.), or any networks or network equipment not owned or controlled by Liquid;
- 2.1.9. **"Planned Maintenance"** means any preventative, routine or scheduled maintenance which is performed by Liquid on the Network, or by any third party service provider on any third party portal or platform, or any component thereof, necessary to increase capacity or to prevent or remedy a defect which may affect the use of or access to the Services;
- 2.1.10. **"Service Downtime"** means the amount of time the Call Recording Service is unavailable to the Customer;
- 2.1.11. **"Service ID"** means the unique Service Identity Number allocated by Liquid as set out in the COF;
- 2.1.12. **"Service Schedule"** means this Service Schedule for Call Recording Services and any attachments from time to time;
- 2.1.13. **"Service Outage"** means an instance when all or part of the Call Recording Service is unavailable to the Customer as a result of a failure or inability to record, store and/or retrieve call recordings; and
- 2.1.14. **"Trouble Ticket"** means the official method used by the Customer to advise Liquid of a potential Service Outage.
- 2.2. Capitalised terms used but not defined will have the meanings ascribed to them in the MSA.
- 2.3. The COF and this Service Schedule are subject to the terms and conditions of Liquid's standard Master Services Agreement (**MSA**).
- 2.4. This Service Schedule is in addition to and does not replace or amend any other COFs, service schedules or service level agreements between Liquid and the Customer, unless specifically stated herein.

### 3. SERVICE DESCRIPTION

- 3.1. The Call Recording Service is a software-based cloud application that records voice calls from Liquid's Cloud PBX or Microsoft Teams platforms when the appropriate license for Call Recording Services is purchased and activated by Liquid in accordance with a COF.
- 3.2. It allows the Customer to record, store and retrieve call recordings to manage and track voice calls through a third party web-based portal, to retrieve the Call Recording.
- 3.3. Call Recording Services consists of the following, to the extent selected by the Customer in the relevant COF:



- 3.3.1. Call Recording licenses - the number of licenses purchased by the Customer for Call Recording Services based on the number of extensions; each extension requires a license
- 3.3.2. Call Recording Portal - the web interface portal where the audio files and related data in respect of a Call Recordings are stored and accessible to the Customer selected administrator who may log in to the portal and retrieve and playback the recordings relating to recorded Calls.
- 3.4. The platform will record and store the audio files and related data for all calls generated from Cloud PBX or Microsoft Teams. The Customer will be able to record, monitor, analyse, store and retrieve call recordings. Licenses associated with Call Recording Services include:
  - 3.4.1. Voice Recording License
  - 3.4.2. Basic Admin User License
  - 3.4.3. Advance Admin User License
  - 3.4.4. QC User License
  - 3.4.5. Screen Capture Licenses
  - 3.4.6. PCI Compliance License
  - 3.4.7. Microsoft Teams Policy Based Recording
  - 3.4.8. Microsoft Teams Video Recorder License
- 3.5. Liquid will configure the Call Recording Service on the Cloud PBX or Microsoft Teams.
- 3.6. The Customer will receive an email notification to activate the account. Failure to activate the accounts the Customer cannot access the recordings
- 3.7. The Customer's administrator must access the Call Recording portal and configure the End Users names to telephone numbers on the platform.
- 3.8. Each End User will be allocated 1000 storage hours of recording accumulative over the Contract Term. If the End User exceeds the allocated hours, the number of hours actually used will be added to the Charges and billed to the Customer at the end of the month. Should the Customer require additional storage hours it must notify Liquid and additional storage hours may be purchased.

#### **4. PROFESSIONAL SERVICES**

- 4.1. Professional Services, for the use of Liquid's technicians or any party appointed by Liquid to configure and implement the Call Recording Services, will need to be specifically ordered by the Customer under a COF at an additional cost.
- 4.2. Professional Services fees exclude any expenses for travel and/or accommodation.
- 4.3. Professional Services excludes:
  - 4.3.1. any configuration of other services already in the Customer's environment and supplied by the Customer or their appointed third party service provider.
  - 4.3.2. any services relating to firewalls, switches, routers, VPNs or any customization of Call Recording Services.
- 4.4. Professional Services includes:
  - 4.4.1. configuration of the Call Recording Services. Liquid or its nominated third party service provider will configure Services as agreed by Customer and Liquid.
  - 4.4.2. system integration to an existing Liquid product or service
  - 4.4.3. training
- 4.5. If a Customer requests additional training, then such request shall be considered a professional service and shall be a chargeable line item set out in the COF.
- 4.6. The scope of training is defined by Liquid and any training that is not included in this Service Schedule will be paid for in full before such training is conducted.
- 4.7. Installation and configuration of the Call Recording Services will be reliant on the completion of the pre-installation documentation by the Customer and receipt of the same by Liquid. Delays in completion and submission of this documentation by the Customer to Liquid may impact configuration and activation timelines.
- 4.8. Where a service interruption is detected in terms of the Call Recording Service, Liquid at its own discretion shall determine whether the interruption was due to the Customer's negligence, actions and/or activity, whether deliberate or otherwise.



- 4.9. Liquid will not be held accountable for any service interruption of the Call Recording service caused by Customer's actions, activity or negligence on the platform, whether deliberate or otherwise.

## **5. SERVICE LEVEL**

- 5.1. The Customer acknowledges that there are no service levels or uptime guarantees associated with Call Recording Services as it is intended to be accessed and used as a non-time-critical service. Liquid will use its best endeavours to ensure that the Call Recording Service is provided in accordance with the service description.
- 5.2. The Service Level options offered for access services will be covered under the access specific service level agreements as selected in the applicable COF.
- 5.3. The Customer acknowledge that the following may affect the Call Recording Services:
- 5.3.1. connectivity-related outages or power failures, whether at Liquid, third party or the Customer Site; and/or
- 5.3.2. Customer network infrastructure, including routers, switches, session border controllers, structured cabling, Customer provided CPE.

## **6. EXCLUSIONS**

- 6.1. Liquid will not be liable for any fraudulent and/or unauthorized activities and/or voice or data traffic that may occur as a result of third parties gaining access to the Customer's account, network connection, sites or premises, PBX and/or any other Customer equipment or device/s and/or voice platform. The Customer will, accordingly, not be entitled to any form of reimbursement, reduction in charges or credit arising from such fraudulent activity and shall remain liable for all Charges incurred in accordance with the relevant COF.
- 6.2. The Customer will not be entitled to:
- 6.2.1. construction of additional facilities which are required in order to connect the Customer Site to the Network;
- 6.2.2. anything which is associated with or caused by Planned Maintenance events which are not due to the fault or negligence of Liquid
- 6.2.3. anything attributable to circuits procured by the Customer directly from other parties but not from Liquid, comprising a part of the Call Recording Service that is provided by Liquid
- 6.2.4. anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth
- 6.2.5. failure of the Customer Administrator to log onto the Call Recording portal to activate the Service
- 6.3. Service Downtime will not include any unavailability resulting from:
- 6.3.1. scheduled downtime for Planned Maintenance
- 6.3.2. interruptions or delays resulting from any third party services procured by the Customer
- 6.3.3. any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Call Recording Services
- 6.3.4. any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service requested by Liquid
- 6.3.5. the Customer's applications, equipment, or facilities
- 6.3.6. interruptions due to the failure of CPE and any other equipment provided by the Customer or the Customer's third party service provider
- 6.3.7. acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or use of the Service or Customer-caused outages or disruptions
- 6.3.8. suspensions due to non-payment of any amount payable by the Customer to Liquid under any COF, the MSA or this Service Schedule
- 6.3.9. PBX failure or configuration changes made to enable Call Recording. The Service is wholly reliant upon the data received from the PBX and the accuracy thereof
- 6.3.10. Customer's access links that may influence the Call quality and stability of the voice recording. Voice is sensitive to the quality of the access link, and it is recommended that the links support quality of service. If the Customer does not implement the recommended standard the Customer acknowledges that the quality of the voice recording may be affected.
- 6.3.11. Liquid is under no obligation to validate or investigate the authenticity of any calls or call recordings made through the Cloud PBX or Microsoft Team or software that enables Call Recording
- 6.3.12. if the Customer or its third party service provider makes any changes to the Customer's firewall configuration and Call Recording are not enable, Liquid will not be liable.
- 6.3.13. any act or omission resulting in negligence or misuse the Call Recording Services, then the Customer shall be held liable for its conduct.



## 7. THIRD PARTY SERVICE PROVIDERS

- 7.1. Liquid may from time to time procure services from third party service providers, provide access to services which are provided by, or for and on behalf of Liquid. The Customer undertakes to comply with all terms and conditions, policies and procedures as may be required by third party service providers, for example terms and conditions required by Microsoft for any Microsoft products.
- 7.2. The Customer indemnifies Liquid against any loss, claim, damage and/or expense incurred as a result of the Customer being in breach of any third party service provider terms.
- 7.3. Liquid reserves the right to modify, suspend or discontinue the Call Recording Services, or any part thereof. Liquid will notify the Customer as soon as is reasonably practicable if Liquid is no longer able to provide a third party service. The Customer will have no claim against Liquid if any third party service is no longer available.
- 7.4. Should the Customer fail to renew and or re-sign a COF, Liquid shall have right to suspend Call Recording services and the Customer shall be liable for any outstanding charges associated with the services.
- 7.5. Any links to other websites, extranets or portals via any service provided by Liquid does not constitute an endorsement or warranty by Liquid in relation to the content thereof. The Customer uses and accesses third party services and links at its own risk.

## 8. FAULT REPORTING

- 8.1. The Customer shall raise an outage Trouble Ticket with Liquid in the event of any Service Outage detected by the Customer.
- 8.2. The logging of faults, queries and/or complaints must be directed to the Enterprise Service Desk using any of the following contact details.

Telephone No.	E-Mail
+27 11 774 0017 (outside of South Africa) 080 11 11 636 (within South Africa only)	support@liquid.tech

- 8.3. If Liquid determines, in its sole discretion, that the fault is due to a Customer act or omission, Customer supplied CPE or other element attributable to the Customer, Liquid may charge the Customer for the time and materials and/or travel costs associated with attending to the fault at Liquid's standard rates and charges at the time of the incident.
- 8.4. Liquid will use reasonable endeavours to provide a root cause analysis report regarding the cause of the fault and determine the preventive measures to be put in place in an effort to mitigate a reoccurrence thereof and to resolve the fault as set out in the table below.

FAULT MANAGEMENT REPORTING	TIME TARGETS
Assignment of Fault	Trouble Ticket created within 15 minutes of notification of a fault
Root Cause Analysis Report	10 Business Days from written request
Regular problem status update	Dependent on Severity



## 9. PRIORITY LEVELS

PRIORITY	SERVICE IMPACT
Urgent	<ul style="list-style-type: none"><li>• System is down or service is unavailable or severely degraded</li><li>• No workaround exists</li></ul>
High	<ul style="list-style-type: none"><li>• Service affected</li><li>• Ability to administer the product is lost and unable to use the service</li><li>• No workaround exists</li></ul>
Medium	<ul style="list-style-type: none"><li>• Ability to administer the product is affected and work around exists</li></ul>

## 10. SERVICE PROVISIONING

- 10.1. The Customer must protect the security and confidentiality of all usernames, passwords, login credentials and or any unique identifying information that may be compromised. Liquid will not be held responsible or liable for any claims, loss or damage incurred or suffered due to unauthorised access or a data breach as a result of the Customer failing to adhere to this clause.
- 10.2. Liquid will provide the Service Handover Form containing essential information required to configure and use the Service as well as the Service ID within 72 (seventy-two) hours of completing the installation of the Call Recording Services.
- 10.3. The Service ID should be used in all interactions with Liquid regarding the Service.
- 10.4. The Customer shall conduct acceptance tests on the newly provisioned Service for a period of 3 (three) Business Days following the receipt of the SHF. All risk in and to the Services shall pass to the Customer on acceptance of the Services in accordance with the agreed acceptance testing procedures.
- 10.5. Should the Customer detect a fault on the Service during these acceptance tests, the Customer will notify Liquid's project manager of such fault in writing immediately. Liquid will conduct further tests and submit a revised Service Handover Form for signature by the Customer.
- 10.6. The Service is deemed to have been delivered by Liquid and accepted by the Customer if no objection has been raised by the Customer within 3 (three) Business Days of the date of the SHF.
- 10.7. Liquid is not a manufacturer of any equipment. The Customer purchases or leases the equipment and/or products and services from Liquid in order to use and access the Call Recording Services. Liquid expressly disclaims any warranties for any CPE and all product liability in any equipment used in relation to the Call Recording Services.
- 10.8. The Customer may not:
  - 10.8.1. modify or copy a program, its code or any other materials;
  - 10.8.2. use the Call Recording Services for any commercial purpose or for any public display (commercial or non-commercial) as the Call Recording Services may only be used for internal business purposes;
  - 10.8.3. attempt to decompile or reverse engineer any software used in or associated with the use of the Call Recording Services;
  - 10.8.4. take any action which may cause the Call Recording Services or any portion thereof to be subjected to open-source software licensing;
  - 10.8.5. remove any copyright or other proprietary notations from materials provided in relation to the Call Recording Services;
  - 10.8.6. transfer the Call Recording Services to another person or "mirror" the materials on any other server, without Liquid's written consent.
- 10.9. The Customer's use of the Call Recording Services is conditional upon:
  - 10.9.1. its compliance with this Service Schedule;
  - 10.9.2. the Customer ensuring the secrecy and security of its account credentials (that is login details, such as username and password) and any activity on their account; and
  - 10.9.3. the Customer's compliance with privacy laws in respect of the recording, storage and retrieval of audio records in any country in which the Customer uses the Call Recording Services. Liquid will not be liable for any damages, costs and/or expenses incurred in relation to the Customer's use of the Call Recording Services. The Customer hereby indemnifies Liquid against any claim, damages, costs, fines, penalties as a result of the Customer's use of the Call Recording Services and/or the Customer's non-compliance with any laws.
- 10.10. Should the Customer fail to renew the applicable COF relating to Call Recording Services and/or fail to sign a new or updated COF at least 30 days prior to the expiry of the Contract Term and continue to use the Call Recording Services, Liquid may in its sole discretion:
  - 10.10.1. suspend the Customer's ability to use the Call Recording Services;
  - 10.10.2. invoice the Customer for all Charges associated with the Call Recording Services; and
  - 10.10.3. terminate the COF and claim damages from the Customer.



## **11. MAINTENANCE**

- 11.1. Liquid and its third party service providers will endeavour to ensure that Planned Maintenance is conducted so as to least inconvenience the Customer.
- 11.2. Liquid will endeavour to provide at least 24-hour prior notice for Emergency Maintenance.
- 11.3. Liquid will give the Customer at least 10 (ten) Business Days prior notice of any Planned Maintenance. Planned Maintenance may include:
  - 11.3.1. preventative maintenance
  - 11.3.2. technology modification
  - 11.3.3. systems moves or reconfigurations
  - 11.3.4. systems testing and new systems/enhancements
  - 11.3.5. alteration, modification, upgrading or updating Liquid's network infrastructure, any technology, hardware or software
  - 11.3.6. implementations of new systems or enhancements
- 11.4. Liquid shall endeavour to ensure that Planned Maintenance, which may cause a Service Outage, is not performed simultaneously on 2 (two) diverse circuit paths that carry the same service.
- 11.5. Liquid will not liable should a Customer be denied access to the Call Recording Services during any maintenance works.

## **12. REGULATORY COMPLIANCE**

- 12.1. The Customer agrees to comply with all applicable laws with regard to the use of the Call Recording Services in the Republic of South Africa and any country where the Customer and its End Users use the Call Recording Services.
- 12.2. The Customer undertakes to obtain all relevant permissions, approvals, licenses and/or related consents required by the relevant government authority of the source and/or destination country/ies as per the local laws in such country and a copy of such permissions, approvals, licenses and/or related consents will be made available for to Liquid at all times and prior to the commissioning of the Call Recording Services.
- 12.3. In the event that the Customer is sourcing content from a third party in relation to the Service, the Customer shall be responsible for obtaining the permissions, approvals, licenses and/or related consents from such third party. The Customer indemnifies Liquid from any costs, damages and/or penalties caused due to any non-compliance with this Service Schedule and/or any applicable laws.

## **13. INSURANCE**

- 13.1. All Liquid equipment shall be and remain the property of Liquid.
- 13.2. Accordingly, where Liquid equipment is in the possession, or under the control, of the Customer, the Customer agrees:
  - 13.2.1. not to remove or allow the Liquid equipment to be removed from the Customer Premises without Liquid's consent;
  - 13.2.2. to keep the Liquid equipment in good condition, fair wear and tear excepted;
  - 13.2.3. not to allow the Liquid equipment to be encumbered by operation of law or otherwise, including any landlord's hypothec, lien or similar legal right;
  - 13.2.4. to accept all risk in the Liquid equipment, taking reasonable steps to protect the Liquid equipment from loss and/or damage;
  - 13.2.5. to adequately insure the Liquid equipment with a reputable insurance company, and to produce proof thereof upon Liquid's request; and
  - 13.2.6. to return such Liquid equipment to Liquid on the termination of the contract of the applicable Services, alternatively, replace such Liquid equipment with new equipment of the same standard, quality, and specification.
- 13.3. Should the Customer purchase the equipment from Liquid, the risk shall transfer to the Customer upon delivery and the Customer is responsible for ensuring that the equipment is adequately insured. Ownership shall only transfer to Customer upon receipt of full payment.



#### 14. TERMINATION

14.1. The Customer acknowledges and agrees that termination of this Agreement or any COF, or any Service Schedule may result in early termination costs. Notwithstanding any early termination provisions set out in the MSA, the early termination costs for all Call Recording Services is equal to 100% of the MRC for the remainder of the Contract Term as set out in the relevant COF.

For and on behalf of: **Liquid Telecommunications South Africa**

**(Proprietary) Limited trading as Liquid Intelligent Technologies**

\_\_\_\_\_

(duly authorised)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

For and on behalf of the **Customer**

\_\_\_\_\_

(duly authorised)

Name of signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Registration number: \_\_\_\_\_