



CLOUD CONTACT CENTER SERVICE SCHEDULE

1. INTRODUCTION

1.1 The Customer wishes to or has purchased the Cloud Contact Center services as contemplated in the relevant COF. The terms and conditions relating to the Cloud Contact Centre are set out in this Service Schedule.

2. DEFINITIONS

2.1 Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement;

2.2 For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

- 2.2.1 **“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;
- 2.2.2 **“Customer Premises Equipment” or “CPE”** means the equipment, located at the Customer’s Site, used to terminate the Cloud Contact Centre services, whether provided by Customer or Liquid;
- 2.2.3 **“Customer Site”** means the site owned or leased by the Customer or any other site used to provide the Cloud Contact Center service in accordance with the COF;
- 2.2.4 **“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;
- 2.2.5 **“End Point/s”** means a communication device namely desk phones, used by the Customer to communicate through the Cloud Contact Center Service provided by Liquid;
- 2.2.6 **“End User”** means the end-user of the Customer who is using the Cloud Contact Center Service;
- 2.2.7 **“IP”** means ‘Internet Protocol’, being the method or protocol by which data is sent from one computer to another over the Internet;
- 2.2.8 **“Internet”** means a global system of computer networks that interconnect to provide information and services;
- 2.2.9 **“LAN”** means the ‘Local Area Network’, which is the network to which the IP phones shall be connected;
- 2.2.10 **“Last Mile”** means the ‘last mile’ access link that connects the Customer Site to the nearest Liquid’s POP;
- 2.2.11 **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Cloud Contact Center Service, Liquid’s Network, the off-net Network, or any component thereof, reasonably believed to be necessary in order increase capacity or to prevent or remedy a defect which may affect the Customer’s use of or access to the Cloud Contact Center Service;
- 2.2.12 **“RMA”** means return merchandise authorisation granted by Liquid to the Customer that gives consent for returning a purchased product;
- 2.2.13 **“SLA”** means the service level agreement entered between the Customer and Liquid governing the Cloud Contact Center services to be provided by Liquid to the Customer, as set out in this Service Schedule;
- 2.2.14 **“Service Availability”** means the availability of the Service as a percentage in minutes for a Customer Site in a given month;
- 2.2.15 **“SCP”** means the service cover period where the support availability option selected by the Customer or included in the relevant subscription;
- 2.2.16 **“Service Outage”** means an instance when all or part of the Cloud Contact Center is unavailable to the Customer as a result of a failure of the Cloud Contact Center being unable to route traffic to one or more Customer Sites;
- 2.2.17 **“SIP”** means Session Initiation Protocol and is used for establishing sessions between two or more telecommunications devices over the Internet;
- 2.2.18 **“Trouble Ticket”** means the official method used by the Customer to advise Liquid of a potential Service Outage.

2.3 Capitalised terms used but not defined will have the meanings ascribed to them in the MSA.

2.4 The COF and this Service Schedule are subject to the terms and conditions of Liquid’s standard Master Services Agreement (MSA).

2.5 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 Cloud Contact Center is a cloud-based unified communication and an omni-channel contact centre application comprising of professional services, cloud services, contact centre licenses and end points.

3.2 The Cloud Contact Center is offered on a per End User basis in conjunction with other services including but not limited to, Liquid’s Last Mile and SIP voice service.

4. PROFESSIONAL SERVICES

- 4.1 Professional Services refers to the use of Liquid's technicians or third-party provider to configure and or implement the Cloud Contact Center and related services.
- 4.2 Professional Services will need to be specifically ordered by the Customer in respect of the Cloud Contact Center at an additional service charge.
- 4.3 Professional Services pricing is based on the initial assessment by Liquid of the requirement and is subject to change based on actual scope.
- 4.4 Professional Services fees exclude:
 - 4.4.1 any expenses for travel and/or accommodation;
 - 4.4.2 configuration of Services already in the Customer's environment and supplied by the Customer or their appointed third-party, including but not limited to, any firewalls, switches, routers, VPNs, or any customization of Cloud Contact Center.
- 4.5 Professional Services includes but not limited to:
 - 4.5.1 Configuration and installation of the Cloud Contact Centre as outlined in the proposal;
 - 4.5.2 Project management
 - 4.5.3 System Integration as per the specifications outlined in the proposal.
 - 4.5.4 Training:
 - 4.5.4.1 If a Customer requests training, then such request shall be considered a professional service and shall be a chargeable line item set out in the COF.
 - 4.5.4.2 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.
- 4.6 Liquid or its nominated third-party provider and the Customer will mutually agree upon the date of installation and/or configuration the Cloud Contact Centre and related services prior to the date provided for in the service handover form.

5. CLOUD SERVICES

- 5.1 Cloud Services includes:
 - 5.1.1 Cloud Contact Center, as described in the COF.
 - 5.1.2 Liquid SIP trunks for the transmission and receipt of voice services on the Cloud Contact Center platform.
 - 5.1.3 Supply and use of Liquid's End Points and other service-related peripherals, as described in the COF, for the transmission and receipt of voice and data across the Customer network.
 - 5.1.4 Ownership of the Cloud Contact Centre and Cloud services supplied as part of the Service will remain the property of Liquid.
 - 5.1.5 The Customer will be solely responsible for any hardware, software, licensing, equipment, systems, or integrations owned, supplied, managed, or maintained by the Customer or any Customer's third-party which is not included in the provisioning and support of Cloud Services by Liquid.
 - 5.1.6 Any configuration of Cloud Services, if undertaken by Liquid or its third party provider (in good faith), will not amount to acceptance of responsibility by Liquid of the Customer LAN configurations and/or environment beyond delivery of the Cloud Contact Center, and the Customer accepts that such assistance in which is provided in good faith and Liquid will not be held liable for any direct or indirect damages of any kind (including consequential damages or otherwise).
 - 5.1.7 Installation of the Cloud Contact Center is reliant on the completion of the pre-installation documentation by the Customer and receipt by Liquid. Delay in completion of this documentation by the Customer may impact installation timelines. Liquid will not be held liable for any delays should the Customer not complete the pre-installation documentation timely.



6. LICENSE SERVICES

6.1 The Cloud Contact Center is offered to the Customer on a per End-User license basis, where each license is matched to a specific End User.

6.2 Licenses remain the property of Liquid or its third-party provider and will not be transferred to the Customer.

6.3 The Customer may elect to subscribe to any of the following predefined Cloud Contact Center licenses in consultation with Liquid, this election must be described in the COF. Where specifically indicated, additional features are available to the Customer as value-added services to complement the Customer's requirements. License Service options are noted below and are per named user.

- Essential License
- Pro License
- Advanced License
- Custom License
 - Inbound + Outbound (Preview, Progress, Predictive)
 - Recording
 - Intelligent Routing (tenant enablement license)
 - Work Force Management
 - Email Interactions
 - Webchat Interactions
 - Unified Manager
 - Agent Scripting
 - Customer Survey
 - User Extensions etc.

7. REMOTE AND ON-SITE SUPPORT

7.1 Liquid or its third-party provider may provide the necessary technical support remotely or on-site support, should it be deemed necessary as follows:

- 7.1.1 The technical representative may access the Service and resolve the problem through a management link connected to the Service using an internet connection or the provided Last Mile Service and/or VPN.
- 7.1.2 At the request of the Customer, travel to the Customer's Site where the Service is located to determine and resolve the problem. A travel and accommodation shall be charged to the Customer.
- 7.1.3 Access to the Customer site should be available 24 hour /7 day a week.
- 7.1.4 Additionally, a call out fee will be charged when the Customer requests Liquid or its third-party provider to go on site and resolve issues should it be discovered that the issues/faults/outages are on the Customer environment and not on Liquid's Network or platform.
- 7.1.5 The Customer must make resources available to support any assurance and/or maintenance activities carried out by Liquid, availability of these resources may impact the Customer's services.

8. SELF-SERVICE AND ADMINISTRATION

8.1 Once the Cloud Contact Center is installed, the Customer will have access to the contact center self-service management portals for administration of their own Service, by a suitable Customer's administrator. The self-service management portals are the primary means of administrative management of service and where applicable shall be their first point of call.

8.2 Any support and/or administration possible within the self-service management portals, requested by the Customer to be conducted by Liquid, will be deemed a change order, and incur Professional Services charges in-line with the scope and effort related to the change request.

9. UNDERTAKING BY CUSTOMER

9.1 The Customer shall:

- 9.1.1 implement and maintain adequate procedures, policies, controls, systems, methodologies, and technology as may be necessary to prevent and protect against unauthorised access to, alteration of, loss, interference with, interception, or destruction and use of the Cloud Contact Centre and related service;



- 9.1.2 ensure that its personnel use the Cloud Contact Centre for the purpose it was made available to the Customer; and
- 9.1.3 fraud mitigation guidelines are available to customers on request to assist customers with suggestions on how to manage the security of their service.
- 9.2 The Customer shall 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/s.
- 9.3 To notify Liquid as soon as possible should there be any faults after installation, this needs to be done via Liquid's trouble ticket logging process.
- 9.4 To ensure all Services provided and deployed at the Customer site.
- 9.5 Where a service interruption is detected in terms of the Cloud Contact Center or related services, 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.
- 9.6 The Customer acknowledges and accepts that all efforts to restore the Cloud Contact Center Service will be at the cost of the Customer. The Customer accepts and agrees to pay for all costs relating to correction and restoration of the Cloud Contact Center service.

10. CUSTOMER'S RESPONSIBILITIES

- 10.1 The Customer shall provide user related support related to any hardware, software, licensing, equipment, systems, or integrations, that are owned, supplied, managed, or maintained by the Customer or any of the Customer's Third-Party, and these will be the sole responsibility of the Customer. Without limiting the generality of the foregoing, examples could include but are not limited to restarting an agent PC or headset, rebooting onsite servers, gateways, or network switches.
- 10.2 The Customer will help Liquid to reproduce an error if Liquid requests it.
- 10.3 In the event of a fault, Customer will respond to requests from Liquid within thirty (30) minutes. Failure to do so may prevent a resolution and/or workaround within the timescales set out in this Service Schedule.
- 10.4 The Customer's IT ensures that their network conforms to the factors listed in Liquid's latest IP Network requirements document for voice quality. IP based contact center solutions are real-time applications. Any non-conformance will not only result in voice quality issues but could and will affect the overall application's performance. Communication between the agent interfaces, different servers etc., is mission-critical and requires real-time communication. Should the Customers network not adhere to the requirements listed, the system will not function properly, limiting Liquid's ability to provide support on the solution.
- 10.5 The Customer shall nominate a primary contact to act as a liaison between Liquid and the Customer.
- 10.6 The Customer shall ensure that Liquid or its authorized employees or agents have complete and unhindered access to the entire solution to enable Liquid to affect any support services necessary.

11. THIRD PARTY SERVICE PROVIDERS

- 11.1 Liquid may from time to time procure the services of third-party service providers, provide access to services which are provided by, or for and on behalf of, a third-party service provider which are made available to the Customer through, or which form part of, the Services provided by Liquid in terms of a COF.
- 11.2 Services procured from third party service providers may be subject to terms of use required by such third-party service provider. The Customer must comply with such terms published by third party service providers (and as amended) from time to time.
- 11.3 Liquid reserves the right to modify, suspend or discontinue the Services, or any part thereof.
- 11.4 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 terms.
- 11.5 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.
- 11.6 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.



11.7 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.

12. EXCLUSIONS

12.1 The Customer shall not be entitled to receive any Credits pursuant to the Customer Site unavailability, or exercise any right of termination for anything which is caused by or is associated with, in whole or in part, the exclusions are set out below:

- 12.1.1 where the Customer has elected for a best effort service;
- 12.1.2 Liquid's Network as this is covered in the relevant and associated service schedule;
- 12.1.3 construction of additional facilities which are required in order to connect the Customer Site to the Network and/or last mile;
- 12.1.4 anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not due to a fault or negligence of Liquid;
- 12.1.5 anything attributable to circuits procured by the Customer directly from other parties but not from Liquid, comprising a part of the Service that is provided by Liquid Partners;
- 12.1.6 anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth;
- 12.1.7 any circumstance involving the Customer network or LAN environment and/or equipment including but not limited to connectivity, firewalls, VPN and/or proxy affects the call quality or any Cloud Contact Center Services; hardware, software, licenses, systems, or integration;
- 12.1.8 failure of hardware, unless such hardware is owned by Liquid and within sole control of Liquid;
- 12.1.9 delay in service implementation due to incomplete Customer Service Order;
- 12.1.10 interruptions due to the negligence of the Customer;
- 12.1.11 interruptions occurring prior to Service Effective Date;
- 12.1.12 interruptions due to failure of power surge and/or lightning at the Customer's premises;
- 12.1.13 delay in service restoration due to any act of omission by the Customer;
- 12.1.14 all incidents proven due to the negligence of the Customer or its employees;
- 12.1.15 the resolution service levels will be applicable in metropolitan areas depending on the availability of the infrastructure;
- 12.1.16 an additional down-time allowance of 1 hour per 30km travelled will apply for sites further than 30km from a Liquid Office.

12.2 Service Downtime shall not include any unavailability resulting from:

- 12.2.1 scheduled downtime for Planned Maintenance;
- 12.2.2 interruptions or delays resulting from any Partner services procured by the Customer;
- 12.2.3 any supplies, power, equipment, or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
- 12.2.4 any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of Liquid, acting reasonably;
- 12.2.5 the Customer's applications, equipment, or facilities;
- 12.2.6 interruptions due to the failure of equipment provided by the Customer or any other Third-Party on behalf of the Customer;
- 12.2.7 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;
- 12.2.8 suspensions due to non-payment of any amount payable by the Customer to Liquid for the Service in terms of COF, or
- 12.2.9 force Majeure event, as more fully described in the Agreement;
- 12.2.10 natural disasters such as (but not limited to) lightning strikes or flooding at the customer's site;
- 12.2.11 Customer environment failure or configuration changes;
- 12.2.12 Customer's access links that may influence call quality and stability of the voice calls. 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 calls may be affected.

12.3 The Customer will not hold Liquid liable for the termination and cost of a call based on the user entering the incorrect destination number.

12.4 Liquid is under no obligation to validate or investigate the authenticity of any voice call made through the customer's call centre or software that enables voice calling.

12.5 If the Customer or any of the Customer's Third-Party makes any changes to firewall configuration including opening of ports that compromises the customer's Cloud Contact Centre, resulting in a voice call being generated, the Customer will be held liable for all call costs.

12.6 If call forwarding has been activated, the Customer will be held liable for all call costs terminating to other networks.



12.7 Any incident that affects the availability during any period when the Customer elects not to allow Scheduled Maintenance on the Service at the request of Liquid, acting reasonably.

12.8 Interruptions due to the failure of equipment provided by the Customer or any other Third-Party on behalf of the Customer.

12.9 The Customer shall be held liable for its conduct, should they act negligently or misuse the Services of Liquid.

13. RETURNS POLICY & WARRANTY

13.1 Liquid warrants that the End Points purchased by the Customer from Liquid shall be supported in accordance with the warranty terms and conditions of the relevant hardware/software manufacturer and the liability that Liquid has regarding the Customer Devices shall be limited to the scope of such manufacturer's warranties.

13.2 If the Customer finds an End Point, Switch or any equipment provided by Liquid to be faulty after installation and still under warranty, the Customer needs to return (RMA) the device at the Customer's costs to Liquid or Liquid's supplier directly with a description of the fault and serial numbers.

13.3 The warranty does not cover any Customer Device that has been damaged because of normal wear and tear, power surges, lightning or other natural disasters, installation error, unauthorized repair, or modification, misuse, or abuse.

13.4 The Liquid's sole obligation under the warranty in clause 13.1 shall be, at the Liquid's option and expense, and unless limited further by the warranty terms and conditions of the relevant hardware/software manufacturer, to repair the defective product or part, or to deliver to the Customer an equivalent product or part to replace the defective product or part, or if neither of the two foregoing options is reasonably available, Liquid may, in its sole discretion, will refund to the Customer the purchase price paid for the defective product. The following terms shall apply:

13.4.1 all products that are replaced will become the property of the Liquid;

13.4.2 replacement products or parts may be new or reconditioned;

13.4.3 Liquid warrants any replaced or repaired product or part for 90 (ninety) days from shipment, or the remainder of the initial warranty period, whichever is longer;

13.4.4 responsibility for loss or damage does not transfer to Liquid until the returned item is received by the Liquid.

13.4.5 the RMA process may take up to two working weeks and the Customer is responsible to ensure their business is not impacted during this time.

13.5 End Points supplied as part of Liquid's equipment service cannot be returned if the contents of the packaging are incomplete or should the packaging have been opened.

13.6 Liquid will not be liable under the warranty in clause 13 above if its testing and examination disclose that the alleged defect or malfunction in the product exists or results from:

13.6.1 failure to follow the Liquid's installation, operation, or maintenance instructions;

13.6.2 unauthorized product modification or alteration;

13.6.3 unauthorized use of common carrier communication services accessed through the product;

13.6.4 abuse, misuse, negligent acts or omissions of the Customer or persons under the Customer's control; or

13.6.5 acts of unauthorised third parties, natural disasters, accidents, fire, lightning or other natural disasters, power surges or outages, or other hazards ("Event of Force Majeure").

13.7 Liquid may at its own discretion choose to invoice the Customer for time and material resulting from investigation into devices which are deemed to be without fault.

13.8 The warranties in clauses 13.1 and 13.3 above, and the remedies thereto are exclusive and are in lieu of all other warranties, terms, or conditions, expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. Liquid neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance, or use of its products.

13.9 When returning Customer devices for warranty or non-warranty reasons, the Customer is required to complete the steps listed below.

13.9.1 **Step 1:** When a Customer device is returned (RMA), a 'Returns Goods Form' and a fault report must be completed in full and returned with the relevant Customer device.



13.9.2 **Step 2:** Customer devices returned for warranty and repair purposes must be sent to the Liquid. All Customer devices older than one year or Customer devices that have been damaged as a result of a surge, installation errors caused by the customer, or abuse will not be covered under the warranty policy.

14. SERVICE PROVISIONING

14.1 The Customer shall be responsible for making available, at no cost to Liquid, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document (where used) or as otherwise agreed between the parties for each Customer Site for the Contract Term of the applicable COF, for the purposes of housing Liquid's transmission or equipment required for the provision of the Services to the Customer.

14.2 The Customer shall be responsible for obtaining all Third-Party approvals and consents necessary for installation and use of the Services.

14.3 The Customer will be responsible for its own connectivity, infrastructure, network environment, hardware, software, licenses, systems, and devices, ensuring that the environment and configuration thereof is always conducive to the operation the Cloud Contact Service.

14.4 The Customer shall ensure that the Customer sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by Liquid to fulfil its obligations in terms hereof.

14.5 Within seventy-two (72) hours of completing the installation for the applicable Service, Liquid will provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID). The Service ID should be used in all interactions with Liquid regarding the Service.

14.6 The Customer shall then conduct acceptance tests on the newly provisioned Service for a period of three (3) Business Days following the receipt of the service handover form.

14.7 Should the Customer detect a fault on the Service during these acceptance tests, the Customer shall notify Liquid project manager of such fault in writing immediately. Liquid shall conduct further tests of the Service, and a revised service handover form shall be provided to the Customer.

14.8 The Service shall be deemed to have been delivered by Liquid and accepted by the Customer if no objection has been raised by the Customer within three (3) Business Days following receipt of the service handover form. This will be considered the "Service Commence Date".

14.9 The billing cycle for each Services will commence from the "Service Commence Date".

14.10 The Customer accepts responsibility for Liquid equipment in their environment and further agrees:

- 14.10.1 not to remove or allow Liquid equipment to be removed from the Customer site without Liquid's consent;
- 14.10.2 to keep Liquid equipment in good condition; not to allow Liquid equipment to be encumbered by operation of law or otherwise;
- 14.10.3 to allow Liquid to inspect the equipment at reasonable times; to accept all risk for the equipment, taking reasonable steps to protect the equipment from loss and/or damage;
- 14.10.4 not to tamper with, modify any existing setting on the equipment at any time without obtaining prior written consent from Liquid. In the event that there is unauthorised tampering with or modification of the settings to any equipment by the Customer, its agents or contractors, Liquid shall be entitled to charge the Customer for rectifying any resulting problems experienced with the service on an hourly basis at the current Call Out Fee, applied by Liquid for its engineers, or
- 14.10.5 to grant access and make available for collection such Liquid equipment in its possession in working order (fair wear and tear excepted), within 7 (seven) working days of termination of the Service. In the event that the removal of the equipment is either: a) Impossible; b) The Customer has delayed the removal of the equipment for no justifiable reason for a period of 30 (thirty) days from date of termination; or c) the equipment is defective and beyond repair; the Customer shall be required to pay Liquid for a replacement equipment at book value within 30 (thirty) Business days of receipt of an invoice for such costs from Liquid on the termination of the Contract Term of the applicable Services;

14.11 Liquid is responsible for collecting the equipment from the customer premises after Service termination.

15. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

15.1 Liquid shall use reasonable endeavors to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites.



15.2 Changes are subject to impact analysis and Professional Service charges.

15.3 The change request shall follow the normal change management process as communicated from Liquid to the Customer from time to time and may involve the following types of change:

LEVEL OF CHANGE	DESCRIPTION OF CHANGES REQUIRED
Class A	<ul style="list-style-type: none">• New installation of Services• Move of existing Services to new Customer Site• New link installation or shifting of circuit to new Customer site.
Class B	<ul style="list-style-type: none">• Moderate to complex changes of existing Services and does not require new Service installation
Class C	<ul style="list-style-type: none">• Minor to moderate changes of existing Services and does not require new Service installation

15.4 The Customer hereby understands and agrees that any change requests mentioned above in Class A and Class B are Service affecting in nature. Hence, the Customer understands and agrees that the Service can be unavailable for a minimum period of two (2) hours during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Service Schedule shall not be applicable during any such change request implementation and as such, Liquid cannot be held responsible for any damages or losses which may occur during such implementation time.

15.5 Liquid will endeavor to provide at least a 24-hour notice period for Emergency Maintenance before such emergency work commences. Liquid will give notice via electronic mail to the Customer's registered technical contacts in respect of such maintenance; and shall endeavor to undertake maintenance works in such a manner and at such times so as to least inconvenience the Customer's day-to-day business. Liquid shall not be held liable for the repercussions if access has been denied by the Customer.

15.6 Scheduled maintenance may cause the Customer to experience downtime. This however will be arranged by Liquid for the purpose of carrying out service upgrades and service improvements.

15.7 Liquid will endeavor to arrange scheduled downtime in a manner that it will result in minimum disruption to the Customer's business.

15.8 Scheduled downtime will not be regarded as a contractual incident, and this will not be used for contractual downtime calculations.

15.9 Liquid is not responsible for any breach of rights which may be related to any Customer transmitted or received content that has been carried over the Liquid's Network and the Customer agrees that Liquid can view the content to identify Cloud Contact Center related issues.

15.10 Liquid will endeavor to schedule required maintenance as follows:

15.10.1 The Customer will be informed of scheduled maintenance that will impact service availability.

15.10.2 Liquid will schedule required maintenance if and when required.

15.10.3 Liquid will endeavor to schedule required maintenance between 9PM and 6AM.

15.11 In the event of emergency downtime:

15.11.1 A short notice (24 hours or less) may be issued by Liquid to the Customer for urgent maintenance work or any emergency maintenance activities.

15.11.2 Emergency downtime will be excluded from the service level calculations.

16. FAULT REPORTING

16.1 The Customer shall raise an outage Trouble Ticket with Liquid in the event of any Service Outage detected at the Customer Site.

16.2 The logging of calls, queries and/or complaints shall be directed to the Liquid service desk using any of the following:



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

- 16.3 Severity 1 & 2 tickets must be followed up by a telephone call to Liquid Support Desk.
- 16.4 Liquid will be responsible for tracking and resolving incidents that are logged by the Customer.
- 16.5 Liquid will log all calls regarding service interruptions and manage the incident ticketing system.
- 16.6 The attending Liquid support consultant will provide the Customer with feedback regarding progress of the incident resolution.
- 16.7 All incidents that fall outside the service cover period shall be considered as non-contractual incidents and may be billed as per the Liquid's ruling tariffs.
- 16.8 Non-contractual incident clocks will be suspended during this time period. Liquid will however log an incident against the Customer's service and initiate the incident resolution process.
- 16.9 In the event that Liquid attends to a Service fault and/or Service outage ("Fault") reported by the Customer, and Liquid subsequently establishes that the Fault was not due to any fault on Liquid Network and/or its infrastructure deployed in the delivery of the Service, Liquid shall have the right to 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.
- 16.10 Liquid shall use reasonable endeavors to provide a root cause analysis report regarding the cause of the Service Downtime and the preventive measures put in place in an effort to mitigate a reoccurrence thereof. Liquid shall use reasonable endeavors to perform the following actions and shall provide the reports (as applicable).

17. SERVICE LEVELS AND SERVICE COVER PERIODS

- 17.1 Liquid will provide professional support based on the Service Cover Period (SCP) selected by Customer and depicted on the COF and charged to the Customer.
- 17.2 The Customer can expect the following response times and durations dependent on the Service Plans that has been selected.
- 17.3 All incidents that fall outside the Service Cover Period (SCP) will be regarded as non-contractual and may be billed as per Liquid ruling tariffs.
- 17.4 Liquid or a third-party provider will provide professional support based on the Service Cover Period (SCP) selected by the Customers or included in the relevant Customer Subscription.
- 17.5 Service plans attract different costs, the service plans are listed as follows:

STD PLAN 1	08H00 – 16H30 Monday – Friday 08H00 – 14H00 Saturday excluding public holiday
SLD PLAN 2	08H00 – 20:00 Monday - Friday 08H00 – 14H00 Saturday excluding public holidays

18. INCIDENT SEVERITY AND CATEGORISATION

- 18.1 All incident calls logged with Liquid will be categorized in line with the severity levels below. The level of ticket severity will be agreed upon between The Customer service manager and Liquid. The severity may be reassigned by mutual agreement.



Severity	Description
1	Severity 1 - Critical Failure – An incident/problem that can potentially have a high business impact or severe disruption on The End User or will do so if not dealt with immediately. Without limiting the generality of the foregoing, examples of Priority 1 problems include a complete outage affecting a business-critical service or multiple services or all agents
2	Severity 2 - Serious Failure - Part of the application software or solution is not operational or does not perform in compliance with the application software specification, with a major impact on the operations, which affects most of the agents
3	Severity 3 - Failure - No Impact Failure - Part of the application software or solution is not operational or does not perform in compliance with the application software specification, with a minor impact on the operations. Affects few or no agents
4	Severity 4 - Information request - When the goal is to obtain technical information, clarify a doubt, or optimize the system and all change requests.

Severity	Response & Resolution times
1	Severity 1 - Critical Failure – Ticket Acknowledgement is done within 15 min of logging the tick on third party provider. Remote Support link achieved within 1 hour. Diagnosis and/or resolution/workaround plan agreed within 4 supporting hours
2	Severity 2 - Serious Failure - Ticket Acknowledgement done within 15 min of logging the tick on 3 rd party provider. Remote Support link achieved within 1 hour. Diagnosis and/or resolution/workaround plan agreed within 8 supporting hours.
3	Severity 3 - Failure - No Impact Failure - Ticket Acknowledgement done within 15 min of logging the tick on 3 rd party provider. Remote Support link achieved within 1 hour. Diagnosis and/or resolution/workaround plan agreed within 24 supporting hours.
4	Severity 4 - Information request - Ticket Acknowledgement done within 15 min. The response times on information requests will be dependent on the type of information needed and will therefore be communicated on receipt of the request but will have a minimum of 48 hours lead time.

18.2 The stated Response and Resolution Times do not guarantee a resolution in that time. It is rather an indication of the amount of time resolution may take or the amount of time the agreed workaround plan will take. In some cases, it is not possible to resolve an incident in the stated times and a work around plan will be provided.

19. PROBLEM MANAGEMENT

19.1 Problem management is to be invoked when incidents affecting service availability reoccur and when no workaround or solution for any incident logged is available the procedure shall be to contact the Customer contacts as specified by the Customer hereto or such other



persons who may be nominated by the Parties from time to time in writing. During the problem management process Liquid will, as agreed to with the Customer, provide regular updates until root cause and final solution implemented and root cause analyses report provided.

20. COST LIABILITY

20.1 The Customer may be held liable for any cost incurred by Liquid due to the Customer's mishandling, Liquid equipment, negligence and an act or omission on the part of the Customer, of or unreasonable change requests.

21. INSURANCE

21.1 All Liquid equipment shall be and remain the property of Liquid.

21.1.1 Accordingly, where Liquid equipment is in the possession, or under the control, of the Customer, the Customer agrees:

21.1.2 not to remove or allow the Liquid equipment to be removed from the Customer Premises without Liquid's consent;

21.1.3 to keep the Liquid equipment in good condition, fair wear and tear excepted;

21.1.4 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;

21.1.5 to accept all risk in the Liquid equipment, taking reasonable steps to protect the Liquid equipment from loss and/or damage;

21.1.6 to adequately insure the Liquid equipment with a reputable insurance company, and to produce proof thereof upon Liquid's request; and

21.1.7 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.

21.2 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.

22.

23. REGULATORY COMPLIANCE

23.1 The Customer agrees to comply with all applicable laws regarding the use of the Cloud Contact Centre services in the Republic of South Africa and any country where the Customer and its End Users use the Cloud Contact Centre services.

23.2 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 Cloud Contact Centre services.

23.3 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.

24. TERMINATION

24.1 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 Cloud Contact Centre 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: _____