

CLOUD PBX SERVICE SCHEDULE

1 INTRODUCTION

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

2. DEFINITIONS

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

- 2.1.1. **“Cloud PBX Service”** means the Cloud PBX service including the use of CommPortal;
- 2.1.2. **“CommPortal”** is a self-service portal that enables the Customer to manage defined end-user features via a web portal;
- 2.1.3. **“COF”** means the Customer Order Form through which the Customer purchases the Cloud PBX 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 Cloud PBX 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 Cloud PBX Service, as set out in the COF;
- 2.1.6. **“End Point/s”** means a communication device namely desk phones, conference phones, reception stations used by the Customer to communicate through the Cloud PBX Service purchased and provided by Liquid;
- 2.1.7. **“End User”** means the end-user of the Customer who is using the Cloud PBX Service;
- 2.1.8. **“Switch”** means a device that supports Ethernet utilised in a network to connect devices with the use of ethernet cables
- 2.1.9. **“Emergency Maintenance”** means any reactive or unscheduled maintenance which must take place on Liquid’s Network, hosting or Cloud PBX infrastructure urgently, failing which extensive Network outages or similarly disastrous consequences may follow;
- 2.1.10. **“LAN”** means the ‘Local Area Network’, which is the network to which the Internet Protocol (IP) phones shall be connected;
- 2.1.11. **“Last Mile”** means the access link that connects the Customer Site to the nearest Liquid Point of Presence (PoP);
- 2.1.12. **“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;
- 2.1.13. **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Cloud PBX Service, Liquid’s Network, the third-party 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 PBX Service;
- 2.1.14. **“RMA”** means return merchandise authorisation granted by Liquid to the Customer that gives consent for returning a purchased product
- 2.1.15. **“SIP”** means the Session Initiation Protocol and is used for establishing sessions between two or more telecommunications devices over the Internet Protocol;
- 2.1.16. **“Service Downtime”** means the amount of time the Cloud PBX Services is unavailable to the Customer;
- 2.1.17. **“Service Outage”** means an instance when all or part of the Cloud PBX Service is unavailable to the Customer as a result of a failure of the End Point or the Cloud PBX Service is unable to route traffic to one or more Customer Sites via the Network;
- 2.1.18. **“Service Schedule”** means this Service Schedule for Cloud PBX Service and any attachments from time to time;
- 2.1.19. **“Trouble Ticket”** means the official method used by the Customer to advise Liquid of a potential Service Outage.
- 2.1.20. **“Trunking”** means the technique used where cables are laid, usually inside a rectangular cross section for cable protection.

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 Cloud PBX Service is a cloud-based telephony and collaboration service that integrates a broad range of technologies and applications across various communication tools (desktop and mobile apps) that manages all incoming and outgoing voice and video calls, chats and content sharing.
- 3.2. The Cloud PBX Service includes Professional Services as per clause 4 below, which attracts an additional cost.
- 3.3. The Cloud PBX Service is offered on a per End User basis in conjunction with other services including but not limited to, any Service Provider's Last Mile and SIP voice service.

4. PROFESSIONAL SERVICES

- 4.1. Professional Services, for the use of Liquid's technicians or any party appointed by Liquid to configure the End Points at the Customer Site, will need to be specifically ordered by the Customer under a COF and attracts an additional cost.
- 4.2. Professional Services excludes:
 - 4.2.1. any expenses for travel and/or accommodation;
 - 4.2.2. configuration of End Points already in the Customer's environment and supplied by the Customer or their appointed third party,
 - 4.2.3. any services relating to firewalls, switches, routers, VPNs and any customization of Cloud PBX services.
- 4.3. Professional Services can include the following at an additional cost:
 - 4.3.1. configuration and installation of Customer End Points as certified by Liquid;
 - 4.3.2. configuration of Liquid's supplied power over Ethernet (PoE) Switches;
 - 4.3.3. LAN cabling and reticulation if selected by the Customer; and
 - 4.3.4. LAN cabling which excludes any LAN readiness not quoted for, Trunking, customer cage including but not limited to supply of customer cage, brush panels, patches.
 - 4.3.5. 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.
 - 4.3.6. 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 any such training is conducted.
- 4.4. Liquid or its nominated third-party service provider will install and/or configure Customer End Points prior to the date provided for in the Service Handover Form ("Service Commencement Date") thereof.
- 4.5. Installation of the Cloud PBX Service and related End Points will be reliant on the completion by the Customer and receipt by Liquid of the pre-installation form. Delay in completion of this form by the Customer may impact installation timelines.
- 4.6. Where a service interruption is detected in terms of the Cloud PBX 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.
- 4.7. Subject to clause 4.7 the Customer acknowledges and accepts that all efforts to restore the Cloud PBX 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 PBX service.

5. EQUIPMENT SERVICES

- 5.1. Equipment Services refers to the supply and use of Liquid supplied End Points and other Cloud PBX Service-related peripherals (on a lease or purchase basis, as selected by the Customer) for the transmission and receipt of voice and data across the Customer network.
- 5.2. The Customer shall elect whether to purchase or to lease the End Points over a period ranging from 1 (one) or 12 (twelve) or 24 (twenty-four) months, as stipulated in the COF.
- 5.3. Ownership of the End Points supplied as part of the Equipment Service will remain the property of Liquid, unless purchased and paid for in full by the Customer.
- 5.4. Provision by Liquid of the Customer-owned PoE Switch or End Points as part of the Cloud PBX Service, is not a managed service and will be the sole responsibility of the Customer.
- 5.5. If during installation or troubleshooting the CPE or End Points firmware is corrupted and the CPE or End Points are out of warranty or irreparable, the Customer cannot hold Liquid responsible and/or liable. The Customer may be required to purchase a new phone.
- 5.6. Any switch or [power adapter] supplied by Liquid will be an unmanaged service and such supply will only be for the purpose of providing power to the End Points used in the operation of the Cloud PBX Service. Liquid will, where such a switch is required and to the extent required, configure such a switch solely for the purpose of activating the Cloud PBX Service.

5.7. Any configuration beyond clause 4.4, if undertaken by Liquid (in good faith), will not amount to acceptance of responsibility by Liquid of the Customer LAN and End Point configurations and or environment beyond delivery of the Cloud PBX Service, and the Customer accepts that such assistance in good faith will not bind Liquid to damages of any kind (consequential or otherwise).

6. LICENSE SERVICES

6.1. Cloud PBX Service is offered to the Customer on a per End User-license basis, where each license is matched to a specific End Point.

6.2. The Customer may elect to purchase any of the following predefined Cloud PBX Service licenses. Where specifically indicated, additional features are available to the Customer as value-added Services. License Service options are noted below, and the corresponding features are illustrated in the table below:

- 6.2.1. Cloud PBX;
- 6.2.2. Cloud UC;
- 6.2.3. Cloud HCC;
- 6.2.4. Cloud HCC Premium

Table 1.1 Cloud PBX Feature Matrix

Cloud PBX Basic License	Cloud Unified Communications (UC) License	Hosted Contact Centre	
		(Basic)	(Premium)
Cloud PBX license is ideal for traditional back-office telephony users using an IP phone	Cloud UC license is ideal for mobile and hybrid remote workers that are full IP phone, mobile and desktop users	An IP based entry level hosted call centre that supports basic voice services	An IP Based Contact Centre that supports voice, video and instant messaging services
Features supported in this license:			
Call Answer	All Basic features plus	Call Answer	All Basic features plus
Call Hold	Voicemail	Call Hold	Voicemail
Call Transfer	Desktop Client	Call Transfer	Presence
Call Divert	Instant Messaging	Music on Hold	Desktop Client
Music on Hold	Unified Messaging	Conferencing (3 way)	Instant Messaging
Conferencing (3 way)	Presence	Reporting and Queuing	Unified Messaging
	Mobile app (IOS & Android)	Dashboard	Mobile app
	Queuing and reporting	Agent Status	Configurable disposition
			Monitor, Whisper and Barge-in

6.3. Cloud PBX Service offers a variety of value-added Services at additional costs, which includes the following:

6.4. An Auto-Attendant – is a single-level automatic voice driven call router, which directs incoming calls to the correct recipient.

6.5. Premium Attendant – is a multi-level automatic voice driven call router that directs incoming calls to the correct recipient or to a further level of the Premium Attendant.

6.6. Voicemail – is an optional feature with certain licenses, as illustrated in Table 1.1 (Cloud PBX Feature Matrix), that stores recorded voice messages whenever a user is unreachable. Calls will be stored until the user's mailbox has reached capacity, at which point the user will be required to delete heard messages.

6.7. Call Recording - is a cloud-based call recording functionality that stores a copy of all voice calls. Call Recording consists of the software necessary to tap into, monitor, record and encrypt all telephonic engagements or any type of audio line on the hosted or on-premises switch. The encrypted recordings are stored in a secured hosted or on-premises environment for end-users to access these recordings in a controlled environment.

6.8. Cloud PBX Rooms – is a virtual cloud-based meeting space that can host either 4 (four) participants (Cloud PBX Room 4) or up to 100 (one hundred) participants (Cloud PBX Room 100). Participants can join the meeting using voice by dialling into the cloud room, or via data by using a compliant End Point.

- 6.9. Room connector for Cloud PBX Room – is a value-added service that enables a compatible video conferencing End Point to participate in a Cloud PBX Room meeting. Cloud PBX Rooms without a Room Connector for Cloud PBX Room will not be able to support video conferencing participation.
- 6.10. Telephone Management System is a call detail monitoring and measurement tool, that through the gathering of user usage data and the analysis thereof, enables businesses to make decisions across many areas of business, backed by their specific data requirements.

7. REMOTE AND ON-SITE SUPPORT

- 7.1. Liquid may provide the necessary technical support in either of the following ways, at the discretion of Liquid:
 - 7.1.1. On-Site support
 - 7.1.1.1. Liquid may, at the request of the Customer, travel to the Customer Site where the End Point is located to determine and resolve the problem. Liquid may charge an amount of no less than R750.00 (seven hundred and fifty rands) as the call out fee per hour when the Customer requests Liquid's engineers to go to site and resolve issues, and Liquid's engineers discover that issues/faults/outages are on the Customer environment and not on Liquid's Network or platform.
 - 7.1.2. Remote support
 - 7.1.3. Liquid's technical representative may access the End Point and resolve the problem through a management link connected to the End Point using an internet connection or the provided Last Mile Service.
- 7.2. The Customer agrees to make resources available to support any assurance and/or planned or emergency maintenance activities. Availability of these resources may impact the customer's services.

8. SELF-SERVICE AND ADMINISTRATION

- 8.1. The Customer will have access to Liquid's CommPortal (self-service portal) for administration of their Cloud PBX Service, by a resource elected by the Customer. The Customer accepts that the CommPortal is the primary means of administrative management of their service and where applicable shall be their first point of call.
- 8.2. Any support and/or administration possible within CommPortal, requested by the Customer to be conducted by Liquid, will be handled on a first come first serve basis and on a best commercially feasible effort basis.
- 8.3. Liquid reserves the right, at its own discretion, to elect to provide the Customer guidance on conducting support via CommPortal, rather than administer the Customer Cloud PBX Service on behalf of the Customer.

9. SERVICE AVAILABILITY

- 9.1. The Customer can expect the following service availability on Liquid's Cloud PBX Services. Liquid will use best commercially feasible efforts to restore the Service should the need arise.
- 9.2. Service Response Times
 - 9.2.1. Helpdesk - Call Logging (8am - 5pm excluding public holidays)
 - 9.2.2. Telephonic Support (8am - 5pm excluding public holidays)
 - 9.2.3. Meantime to Respond - Telephonic (8 Hours)
 - 9.2.4. Meantime to Respond - On Site (Next Business Day)
 - 9.2.5. Meantime to Reinstate Service (48 Hours)
- 9.3. Service Failure
 - 9.3.1. Failure of Cloud PBX Services that results in an inability to make or receive calls at a Customer Site but expressly excluding failures relating to the following:
 - 9.3.2. Connectivity-related outages, be it Liquid's or a 3rd (third) party related connectivity outage;
 - 9.3.3. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided End Points;
 - 9.3.4. Power failure at the Customer Site;
 - 9.3.5. Natural disasters such as (but not limited to) lightning strikes or flooding at the Customer site.

10. UNDERTAKING BY CUSTOMER

- 10.1. The Customer shall:
 - 10.1.1. 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 PBX Service;
 - 10.1.2. ensure that its personnel uses the Cloud PBX Service for the purpose it was made available to the Customer; and

- 10.1.3. Fraud mitigation guidelines are available to Customers upon request from Liquid, to assist customers with suggestions on how to manage the security of their service.
- 10.2. 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.
- 10.3. ensure all End points provided by Liquid are installed at the Customer site.
- 10.4. If the Customer finds an End Point, switch or any equipment provided by Liquid to be faulty after installation and within the warranty period, the Customer will log a call with Liquid and provide details of the fault and serial numbers and the Customer needs to ship the device to the original manufacturer, at the Customer's cost.
- 10.5. Liquid shall not be held responsible for connectivity quality if the connectivity is provided by a service provider other than Liquid.
- 10.6. The Customer shall not have any right to title or interest in the software, hardware, documentation, or any copyrights used in provisioning of the Cloud PBX Services.
- 10.7. The Customer is solely responsible for the content of any posting, data or transmissions using the Cloud PBX Services.

11. EXCLUSIONS

- 11.1. 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.
- 11.2. The Customer will not be entitled to:
 - 11.2.1. exercise any right of termination for anything which is caused by or is associated with, in whole or in part:
 - 11.2.1.1. Liquid's Network, as this will be covered in the relevant and associated service schedules;
 - 11.2.1.2. construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the last mile;
 - 11.2.1.3. anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not due to the fault or negligence of Liquid;
 - 11.2.1.4. anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth;
 - 11.2.1.5. any circumstance where the Customer's LAN environment and/or equipment including but not limited to firewalls, VPNs and/or Proxy, power which affects the Cloud PBX Services;
 - 11.2.3. If during installation or troubleshooting the CPE or End Point firmware be corrupted and the CPE or End Point is out of warranty or irreparable, the Customer cannot hold Liquid responsible and/or liable. The Customer may be required to purchase a new phone.
 - 11.2.4. Service Downtime shall not include any unavailability resulting from:
 - 11.4.1. scheduled downtime for Planned or Emergency Maintenance;
 - 11.4.2. interruptions or delays resulting from any third-party services procured by the Customer;
 - 11.4.3. any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service requested by Liquid;
 - 11.4.4. any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Cloud PBX Services;
 - 11.4.5. the Customer's applications, equipment, or facilities;
 - 11.4.6. interruptions due to the failure of CPE and any other equipment provided by the Customer or the Customer's third-party service provider;
 - 11.4.7. 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;
 - 11.4.8. suspensions due to non-payment of any amount payable by the Customer to Liquid under any COF, the MSA or this Service Schedule;
 - 11.4.9. any act or omission resulting in negligence or misuse the Cloud PBX Service, then the Customer shall be held liable for its conduct.

12. THIRD PARTY SERVICE PROVIDERS

- 12.1. 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.

12.2. 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.

12.3. Liquid reserves the right to modify, suspend or discontinue the Cloud PBX Service, 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.

12.4. 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.

13. FAULT REPORTING

13.1. The Customer shall raise an outage Trouble Ticket with Liquid in the event of any Service Outage detected by the Customer.

13.2. The logging of faults, queries and/or complaints must be directed to the Liquid 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

13.3. If Liquid establishes that the fault is due to a fault on Liquid's Network or infrastructure, Liquid will attend to the fault in accordance with the response as set out in the Network and Infrastructure Service Schedule.

13.4. 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.

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

13.5. In the event that Liquid attends to a Cloud PBX 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 the Liquid Network and/or the Service Provider's infrastructure deployed in the delivery of the Cloud PBX Service, the Service Provider shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at the Service Provider's current standard rates and charges at the time of the incident

13.6. To this extent, an amount of no less than R750.00 (seven hundred and fifty rands) Call out fee per hour will be chargeable when the Customer requests Liquid's engineers to go to site and resolve issues, and Liquid's engineers discover that issues/faults/outages are on the Customer environment and not on Liquid's Network or platform.

14. RETURNS POLICY & WARRANTY

14.1. 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.

14.2. 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.

14.3. The warranty does not cover any Customer End Point that has been damaged as a result of normal wear and tear, power surges, lightning or other natural disasters, installation error, unauthorized repair or modification, misuse or abuse.

14.4. Liquid's sole obligation under the warranty in clause 14 shall be, at 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, refund the Customer the purchase price paid for the defective product.

14.5. The following terms shall apply:

- 14.5.1. The Customer is responsible to send faulty End Points, Switch or any equipment for RMA at its own cost to Liquid's supplier directly;
- 14.5.2. All products which are replaced will become the property of Liquid;
- 14.5.3. Replacement products or parts may be new or reconditioned;
- 14.5.4. Liquid warrants any replaced or repaired product or part for 90 (ninety) days from date of shipment, or the remainder of the initial warranty period, whichever is longer;
- 14.5.5. Responsibility for loss or damage does not transfer to Liquid until the returned item is received by Liquid.
- 14.5.6. The RMA process may take up to approximately two weeks (10 working days) and the Customer is responsible to ensure their business is not impacted during this time.
- 14.5.7. 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.
- 14.5.8. Liquid will not be liable under the warranty in clause 14.114.1 above if its testing and examination disclose that the alleged defect or malfunction in the product exists or results from:
 - 14.5.9. failure to follow Liquid's installation, operation, or maintenance instructions;
 - 14.5.10. unauthorized product modification or alteration;
 - 14.5.11. unauthorized use of common carrier communication services accessed through the product;
 - 14.5.12. abuse, misuse, negligent acts or omissions of the Customer or persons under the Customer's control;
 - 14.5.13. Liquid may at its own discretion invoice the Customer for time and material resulting from investigation into End Points which are deemed to be without fault.
- 14.6. The warranties in clauses 14.1 and 14.3 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.
- 14.7. When returning Customer End Points for warranty or non-warranty reasons, the Customer is required to complete the steps listed below.
 - 14.7.1. Step 1: When a Customer End Point is returned (RMA), a 'Returns Goods Form' and a fault report must be completed in full and returned with the relevant Customer End Point.
 - 14.7.2. Step 2: Customer End Points returned for warranty and repair purposes must be sent to Liquid. All Customer End Points older than one year or Customer End Points 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.

15. SERVICE PROVISIONING

- 15.1. The Customer shall be responsible for its own LAN environment, ensuring that the infrastructure and configuration thereof is always conducive to the operation the Cloud PBX Service.
- 15.2. The Customer shall be responsible for making available, at no cost to Liquid, accommodation, power, space, including and other facilities as may be more fully set out in the Customer Site Requirements Specification (CSRS) document for each site, for the duration of the Agreement of the applicable COF, for the purposes of housing Liquid's transmission equipment required for the provision of the Cloud PBX Services to the Customer.
- 15.3. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Cloud PBX Services.
- 15.4. The Customer shall ensure that the sites at either end of a service for which the request has been made are available, at all reasonable times, for access by Liquid for purposes of swap out and changes.
- 15.5. Cloud PBX installation provided by Liquid shall not include cable trunking. When required, this shall be quoted separately.
- 15.6. Within 72 (seventy-two) hours of completing the installation for the applicable service, Liquid will provide a Service Handover Form containing all relevant information relating to the service.
- 15.7. The Customer will then conduct acceptance tests on the newly provided Service for a period of 2 (two) Business Days following receipt of the Service Handover Form.
- 15.8. Should Customer detect a fault on the Service during its acceptance tests, then the Customer shall notify Liquid of such fault, in writing and await a revised Service Handover Form before re-commencing such tests.

15.9. If the Customer has not contacted Liquid within 2 (two) Business Days of receiving the Service Handover Form, then the Cloud PBX Service shall be accepted by Customer and the date of the Service Handover Form shall be considered the "Service Commencement Date".

15.10. The billing cycle for each Service will be from the Service Commencement Date of that service.

16. MAINTENANCE AND CHANGE REQUEST

16.1. Liquid shall use reasonable endeavours 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. The change request shall follow the normal change management process as communicated from Liquid to the Customer from time to time and the below commitments are applicable only for Class C type changes (as defined in the following table) excluding any impact analysis:

LEVEL OF CHANGE	DESCRIPTION OF CHANGES REQUIRED
Class A	<ul style="list-style-type: none"> • New installation of equipment • New link installation of shifting of circuit to new Customer Site. • Hardware upgrade in existing equipment • Link addition or termination to existing Customer Site.
Class B	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit and does not require new equipment or new circuit installation. • Bandwidth soft up-grade/down-gradation.
Class C	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit and does not require new equipment or new circuit installation.

16.2. 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.

16.3. Liquid will endeavour to provide at least 24-hour notice period for Emergency Maintenance before such emergency work commences. Liquid will give a notice via electronic mail to the Customer's registered technical contacts in respect of such maintenance; and shall endeavour 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.

16.4. At no time shall Planned Maintenance events which may cause a Service Outage, be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service.

16.5. From time-to-time Liquid will schedule preventative and/or technology modification maintenance for the Service ("Planned Maintenance") which in certain cases may lead to non-availability of the Service. Wherever possible, and not less than 10 (ten) days prior to such Planned maintenance taking place), the Customer will be given advance notice (in the form of electronic mail to those technical contacts registered with Liquid in respect of any Planned Maintenance).

16.6. Planned Maintenance may be attributable to, inter alia:

16.6.1. Preventative maintenance;

16.6.2. Systems moves or reconfigurations;

16.6.3. Systems testing and new systems/enhancements;

16.6.4. Alteration, modification, upgrading or updating Liquid's network infrastructure, any technology, hardware or software and/or;

16.6.5. Implementations of new systems or enhancements.

16.6.6. Liquid shall work in such a manner and at such times so as to least inconvenience the Customer's day-to-day business.

16.6.7. Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least 48 (forty-eight) hours before the Planned Maintenance commences.

16.6.8. 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 Liquid's Network and the Customer agrees that Liquid can view the content to identify Cloud PBX Service-related issues.

17. INSURANCE

- 17.1. All Liquid equipment shall be and remain the property of Liquid.
- 17.2. Accordingly, where Liquid equipment is in the possession, or under the control, of the Customer, the Customer agrees:
 - 17.3. not to remove or allow the Liquid equipment to be removed from the Customer Premises without Liquid's consent;
 - 17.4. to keep the Liquid equipment in good condition, fair wear and tear excepted;
 - 17.5. 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;
 - 17.6. to accept all risk in the Liquid equipment, taking reasonable steps to protect the Liquid equipment from loss and/or damage;
 - 17.7. to adequately insure the Liquid equipment with a reputable insurance company, and to produce proof thereof upon Liquid's request; and
 - 17.8. 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.
- 17.9. 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.

18. REGULATORY COMPLIANCE

- 18.1. The Customer agrees to comply with all applicable laws with regard to the use of the Cloud PBX Services in the Republic of South Africa and any country where the Customer and its End Users use the Cloud PBX Services .
- 18.2. 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 to Liquid at all times and prior to the commissioning of the Cloud PBX Services.
- 18.3. 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.

19. TERMINATION

- 19.1. 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 PBX 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: _____