



TELEPHONE MANAGEMENT SYSTEM (“TMS”) SERVICE SCHEDULE

1. INTRODUCTION

- 1.1. The Customer wishes to or has purchased a Telephone Management System (TMS) Service as detailed in the relevant COF. The terms and conditions relating to the TMS Service 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 Out Fee”** means the fee payable by the Customer for on-site work that needs to be carried out by Liquid. This will be an additional charge to the current payment/ services;
- 2.1.3. **“CDR Data”** means the Call Data Records of any device connected to the TMS which is a record of the telecommunications transactions of these devices. These records contain details relating to the time, duration, completion status, source number, destination number etc., which is made available through customer analytics;
- 2.1.4. **“Core Hosted Services”** refers to the physical infrastructure, hardware and software as deployed within Liquid’s or third party Network for the purpose of delivering the TMS Service;
- 2.1.5. **“CSRS”** (if applicable) means Customer Site Requirements Specification, which is a document that specifies the requirements that Liquid has to deliver in relation to the requested Service at a Site;
- 2.1.6. **“COF”** means the Customer Order Form through which the Customer purchases the TMS Service, which includes the details of the services such as quantities and charges;
- 2.1.7. **“CPE”** (if applicable) means the Customer Premises Equipment located and installed at the Customer’s Site, used in conjunction with the TMS Service, whether provided by the Customer or leased by Liquid;
- 2.1.8. **“Customer Site”** means the site owned or leased by the Customer or any other site used to provide the TMS Service, as set out in the COF;
- 2.1.9. **“Emergency Maintenance”** means any reactive or unscheduled maintenance which must take place on Liquid’s Network or hosting infrastructure 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 urgently, failing which extensive Network outages or similarly disastrous consequences may follow;
- 2.1.10. **“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;
- 2.1.11. **“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;
- 2.1.12. **“Service Downtime”** means the amount of time the TMS Service is unavailable to the Customer;
- 2.1.13. **“Service Schedule”** this Service Schedule for TMS Service and any attachments from time to time;
- 2.1.14. **“Service Outage”** means an instance when the Customer is unable to switch or route traffic to the TMS portal or platform, which results in Service Downtime;
- 2.1.15. **“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 Master Services Agreement (**MSA**).

- 2.3. The COF and this Service Schedule are subject to the terms and conditions of Liquid’s standard MSA.

- 2.4. This Service Schedule is in addition to and does not replace or amend any other COF/s, service schedules or service level agreements between Liquid and the Customer, unless specifically stated herein.

3. SERVICE DESCRIPTION

- 3.1. For the purposes of this Service Schedule, the term “Services” consists of the following, to the extent selected in the relevant COF:

- 3.1.1. Telephone Management System end user licenses
- 3.1.2. Configuration and Training
- 3.1.3. Telephone Management System Licenses.



- 3.2. Liquid will provide the Customer with a TMS Service, which is a software-based cloud application that enables detailed call reports, allowing the Customer to manage and track their company's usage through a web-based portal.
- 3.3. The TMS license allows the Customer to connect an end-user to the platform using a telephone number.
- 3.4. The TMS will process the Call Detail Records ("CDR") generated from the onsite or hosted PBX which will allow the Customer to monitor, analyse, report and manage costs within its own organisation. These include, but are not limited to:
 - 3.4.1. Call Type
 - 3.4.2. Caller ID
 - 3.4.3. Time of day
 - 3.4.4. Call Duration
 - 3.4.5. Cost allocation to departments and/or sites
 - 3.4.6. User numbers
 - 3.4.7. Configuration and Training
- 3.5. Liquid will provide training, at a cost per session (with 1 (one) to a maximum of 5 (five) administrators nominated by the Customer), on how to use and manage the TMS Services through the portal. The administrator/s will be provided with the necessary login credentials to administer and access the portal. The sessions can be done remotely or on-premises and will be charged for accordingly.
- 3.6. Should the customer require more than 5 administrators, a "Train-the-Trainer" training (if purchased by the Customer) will be provided at the time of deployment to the Customer's nominated administrator.
- 3.7. Additional training can be purchased from Liquid at an additional cost.

4. SERVICE LEVEL TARGETS AND REMEDIES

- 4.1. The Customer acknowledges that there are no service levels or uptime guarantees associated with TMS Service 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 TMS Service is provided in accordance with the service description.
- 4.2. 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. EXCLUSIONS

- 5.1. Liquid shall not be liable for any fraudulent 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 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.
- 5.2. The Customer will not be entitled to:
 - 5.2.1. exercise any right of termination for anything which is caused by or is associated with, in whole or in part, the exclusions set out in clauses 5.2.2 to 5.2.6;
 - 5.2.2. 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;
 - 5.2.3. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided CPE;
 - 5.2.4. Power failure at the Customer Site.
 - 5.2.5. Availability of Customer PBX(s) for call data
- 5.3. Service Downtime shall not include any unavailability resulting from:
 - 5.3.1. scheduled downtime for Planned Maintenance;
 - 5.3.2. interruptions or delays resulting from any third party services procured by the Customer;
 - 5.3.3. any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the TMS Services;
 - 5.3.4. any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service requested by Liquid;
 - 5.3.5. the Customer's applications, equipment, or facilities;



- 5.3.6. interruptions due to the failure of CPE and any other equipment provided by the Customer or the Customer's third party service provider;
- 5.3.7. 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;
- 5.3.8. suspensions due to non-payment of any amount payable by the Customer to Liquid under any COF, the MSA or this Service Schedule
- 5.3.9. PBX failure or configuration changes made to enable TMS Services. The Service is wholly reliant upon the data received from the PBX and the accuracy thereof
- 5.3.10. Liquid's published voice rates shall be used as a means to assign the relevant costs to the call data records received from the onsite or hosted PBX for report generation.
- 5.3.11. The Customer will not hold Liquid's networks liable for the termination and cost of a call based on the user entering the incorrect destination number.
- 5.3.12. Liquid is under no obligation to validate or investigate the authenticity of any voice call made through the customer's PBX or software that enables voice calling.
- 5.3.13. 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 PBX, resulting in a voice call being generated, the Customer will be held liable for all call costs.
- 5.3.14. Voice calls are billed / rated offline (not rated in real-time), there will be a delay between the real time voice call and the reconciliation of the voice rating and billing platform.
- 5.3.15. 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.
- 5.3.16. any act or omission resulting in negligence or misuse of the TMS, then the Customer shall be held liable for its conduct;
- 5.3.17. TMS Service is supplied by Liquid as is. Liquid makes no warranties, expressed or implied, with respect to the Services hereunder or in terms of any COF, any implied warranties of merchantability or fitness for purpose. All such warranties are hereby disclaimed by Liquid.

6. THIRD PARTY SERVICE PROVIDERS

- 6.1. 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 Adapt IT for any Adapt IT products.
- 6.2. 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.
- 6.3. Liquid reserves the right to modify, suspend or discontinue the TMS 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.
- 6.4. 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.

7. FAULT REPORTING

- 7.1. The Customer shall raise an outage Trouble Ticket with Liquid in the event of any Service Outage detected by the Customer.
- 7.2. 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



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 times set out in the access service schedule.

- 7.3. 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.
- 7.4. 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 and Service Levels

8. SERVICE PROVISIONING

- 8.1. The Customer shall be responsible for making available, at no cost to Liquid, accommodation, power, space, as set out in the CSRS document (where used) or as otherwise agreed in writing between the parties for each Customer Site for the Contract Term of the applicable COF, for the purposes of housing Liquid's CPE equipment required for the provision of the Services to the Customer if required.
- 8.2. The Customer shall be responsible for obtaining all Third Party approvals and consents necessary for installation and use of the Services.
- 8.3. 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.
- 8.4. 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.
- 8.5. Within seventy-two (72) hours of completing the installation for the applicable Service, Liquid will provide a Service Handover Form (SHF) 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.
- 8.6. 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 SHF.
- 8.7. Should the Customer detect a fault on the Service during these acceptance tests, the Customer shall notify Liquid's 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.
- 8.8. 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.
- 8.9. 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 TMS Service. Liquid expressly disclaims any warranties for the TMS portal and platform and all product liability in any equipment used in relation to the TMS Service.
- 8.10. The Customer may not:
 - 8.10.1. remove or allow Liquid's equipment to be removed from the Customer site without Liquid's consent;
 - 8.10.2. to keep Liquid's equipment in good condition; not to allow Liquid's equipment to be encumbered by operation of law or otherwise;
 - 8.10.3. 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; and



- 8.10.4. tamper with, modify or alter any existing setting on the equipment at any time without obtaining prior written consent 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.
- 8.11. 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) Business 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 Term of the applicable Services.
- 8.12. Should Liquid require to reconnect the Customer to the Services, a reconnection fee will be applied.
- 8.13. Any changes requested by the Customer to add or delete users must be concluded via a COF as additional costs will be applicable to changes.
- 8.14. Liquid is responsible for collecting the equipment from the Customer premises after Service termination.

9. MAINTENANCE

- 9.1. Liquid and its third party service providers will endeavour to ensure that Planned Maintenance is conducted so as to least inconvenience the Customer.
- 9.2. Liquid will endeavour to provide at least 24-hour prior notice for Emergency Maintenance.
- 9.3. Liquid will give the Customer at least 10 (ten) Business Days prior notice of any Planned Maintenance. Planned Maintenance may include:
 - 9.3.1. preventative maintenance
 - 9.3.2. technology modification
 - 9.3.3. systems moves or reconfigurations
 - 9.3.4. systems testing and new systems/enhancements
 - 9.3.5. alteration, modification, upgrading or updating Liquid's network infrastructure, any technology, hardware or software
 - 9.3.6. implementations of new systems or enhancements.
- 9.4. 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.
- 9.5. Liquid will not liable should a Customer be denied access to the TMS Service during any maintenance works.

10. INSURANCE

- 10.1. All Liquid equipment shall be and remain the property of Liquid.
- 10.2. Accordingly, where Liquid equipment is in the possession, or under the control, of the Customer, the Customer agrees:
 - 10.2.1. not to remove or allow the Liquid equipment to be removed from the Customer Premises without Liquid's consent;
 - 10.2.2. to keep the Liquid equipment in good condition, fair wear and tear excepted;
 - 10.2.3. 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;
 - 10.2.4. to accept all risk in the Liquid equipment, taking reasonable steps to protect the Liquid equipment from loss and/or damage;
 - 10.2.5. to adequately insure the Liquid equipment with a reputable insurance company, and to produce proof thereof upon Liquid's request; and
 - 10.2.6. 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.



10.3. 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.

11. REGULATORY COMPLIANCE

11.1. The Customer agrees to comply with all applicable laws with regard to the use of the TMS Services in the Republic of South Africa and any country where the Customer and its End Users use the TMS Services.

11.2. 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 TMS Services.

11.3. 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.

12. TERMINATION

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 TMS Services are 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: _____