



VOICE SERVICES SERVICE SCHEDULE

1. INTRODUCTION

- 1.1. The Customer wishes to or has purchased Voice Services as contemplated in the relevant COF. The terms and conditions relating to the Voice 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. **"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. **"Caller"** is defined as the Customer's end-user who is making the Call;
 - 2.1.3. **"Call Out Fee"** is defined as the fee payable by the Customer for on-site work that needs to be carried out by the Liquid, this will be an additional charge to the current payment/ services;
 - 2.1.4. **"CLI"** means Caller Line Identification;
 - 2.1.5. **"COF"** means the Customer Order Form through which the Customer purchases the Voice Services, which includes the details of the services such as quantities and charges;
 - 2.1.6. **"CPE"** means the Customer Premises Equipment located and installed at the Customer's Site, used in conjunction with the Voice Services, whether provided by the Customer or leased by Liquid;
 - 2.1.7. **"Customer Site"** means the site owned or leased by the Customer or any other site used to provide the Voice Service, as set out in the COF;
 - 2.1.8. **"Donor Operator"** means the licensee from which the number or number block is being ported out from;
 - 2.1.9. **"Emergency Maintenance"** means any reactive or unscheduled maintenance which must take place on Liquid's Network or hosting infrastructure urgently, failing which extensive Network outages or similarly disastrous consequences may follow;
 - 2.1.10. **"Geographic Number"** means a number used to provide geographic services where the first three (3) digits of its structure contains Geographic significance;
 - 2.1.11. **"Geographic Number Porting"** means the ability for a Customer to transfer their telephone number between operators when they switch from one fixed network operator to another;
 - 2.1.12. **"ICASA"** means Independent Communications Authority of South Africa
 - 2.1.13. **"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;
 - 2.1.14. **"Non-Geographic Number"** means a number that has no Geographic Significance.
 - 2.1.15. **"Planned Maintenance"** means any preventative, routine or scheduled maintenance which is performed with regards to the Service, the Network, the Partner's network or any component thereof, reasonably believed to be necessary in order to increase capacity or to prevent or remedy a defect which may affect the Customer's use of or access to the Services;
 - 2.1.16. **"Service Downtime"** means the amount of time the Service was unavailable;
 - 2.1.17. **"Service Handover Form"** or "SHF" (if applicable) means the form containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID);
 - 2.1.18. **"Service ID"** means the unique Service Identity Number allocated by Liquid;
 - 2.1.19. **"Service Schedule"** means this Service Schedule for Voice Services and any attachments from time to time;
 - 2.1.20. **"Service Outage"** means an instance when the Customer is unable to switch or route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
 - 2.1.21. **"SIP"** means Session Initiation Protocol and is used for establishing sessions between two or more telecommunications devices over the Internet.



- 2.1.22. **"Tollfree"** means a service such that for every communication made available, no charge is incurred by the callers, irrespective of the electronic communication network used in originating the communication.
- 2.1.23. **"Trouble Ticket"** means the official method used by the Customer to advise Liquid of a potential Service Outage.
- 2.2. Capitalised terms used but not defined will have the meanings ascribed to them in the MSA.
- 2.3. The COF and this Service Schedule are subject to the terms and conditions of Liquid's standard Master Services Agreement (MSA).
- 2.4. This Service Schedule is in addition to and does not replace or amend any other COFs, service schedules or service level agreements between Liquid and the Customer, unless specifically stated herein.

3. SERVICE DESCRIPTION

- 3.1. The services consists of the following, to the extent selected in the relevant COF:
 - 3.1.1. Voice Calls
 - 3.1.2. Geographic and Non-Geographic numbers and porting
 - 3.1.3. SIP Trunking (Channel)
 - 3.1.4. Local Number Service
- 3.2. Voice Calls
 - 3.2.1. Liquid will provide the Customer with voice calls thereby allowing the Customer to make telephone calls originating and terminating over an access link, by sending voice data packets over an Internet Protocol (IP) network.
 - 3.2.2. Voice calls allow for routing of voice calls on-net (interbranch), national, mobile and international.
- 3.3. Geographic and Non-Geographic numbers and porting
 - 3.3.1. Liquid will systematically allocate Geographic and Non-Geographic numbers to the Customer based on a signed COF. Alternatively, Liquid will assist the Customer in porting their existing Geographic or Non-Geographic numbers for use of Services.
 - 3.3.2. The allocation of Non-Geographic numbers for inbound and Tollfree services requires an application to ICASA.
 - 3.3.3. Liquid cannot guarantee that the Customer will receive consecutive numbers in number ranges when ordering new Geographic and Non-Geographic numbers.
 - 3.3.4. Liquid does not warrant that numbers provided to the Customer are not recycled numbers and have been flagged by any third-party application and systems.
 - 3.3.5. A Geographic number is assigned to the Customer if the Customer provides proof of a business or postal address in the geographic area corresponding with its 1st (first) 3 (three) digits. The customer shall be obliged to use the Geographic numbers allocated in the geographic area to which they are allocated and may not be transferred between the geographic regions as defined in the Numbering Regulation.
 - 3.3.6. Geographic and Non-Geographic numbers cannot be used for competition lines (printed or electronic media).
 - 3.3.7. Geographic and Non-Geographic number porting enables customers to retain their numbers when they switch between fixed line operators.
 - 3.3.8. The Customer must complete the port in form to commence the port in process.
 - 3.3.9. Liquid will not be liable for any routing conflicts derived from other fixed line operators.
 - 3.3.10. Liquid can only port in a Geographic or Non-Geographic number if the port approval has been received by the Donor Operator.
 - 3.3.11. Geographic and Non-Geographic numbers are a national resource, and the ownership of these numbers does not reside with the Customer.
 - 3.3.12. A number block is ported as a complete range and no individual numbers are ported from the assigned number block.
 - 3.3.13. No numbers within the block to be ported are assigned to other subscribers.



- 3.3.14. Geographic and Non-Geographic Numbers cannot be ported in the event that the number or number block:
 - 3.3.14.1. is not valid on the Donor Operator's network;
 - 3.3.14.2. has been ported within the preceding one (1) calendar month;
 - 3.3.14.3. has been suspended by or the account was in arrears with the current operator at the time of the port request;
 - 3.3.14.4. was incorrectly provided to Liquid;
 - 3.3.14.5. is not owned by the Customer;
 - 3.3.14.6. is requested to be ported to an area not within the geographic area associated with the geographic number.
- 3.4. A reversal of a Geographic number may be requested within two (2) months of a port request being processed under the following circumstances:
 - 3.4.1. The port occurred in error, maliciously or fraudulently; or
 - 3.4.2. A failure occurred during the initial port process; or
 - 3.4.3. A port reversal cannot be performed until Liquid receives an automated port activated message from the Recipient Operator.
- 3.5. Upon twenty (20) consecutive calendar days in which a Customer has not initiated a revenue generating activity, Liquid will notify the Customer of the intended withdrawal. The Customer shall be afforded a grace period of ten (10) consecutive calendar days to object to the withdrawal notice by means of a revenue generating activity.
- 3.6. A Non-Geographic number in the 080 and 086 code may only be ported as an assigned individual number.
- 3.7. 080 and 086 numbers can only be used to receive calls and cannot be used to make outbound calls. In the case that outbound calling is required, an alternative Geographic or Non-Geographic number must be used to support these calls.
- 3.8. The porting times to support number portability shall include Monday to Friday from 09h00 to 17h00 excluding public holidays.
- 3.9. SIP Trunking (Channels)
 - 3.9.1. The Service delivers a trunk-based voice service for the origination and termination of local, national, mobile and international calls. The Customer will be charged the monthly recurring charge and non-recurring charge set out in the COF plus the cost of each call.
 - 3.9.2. PRI – A 30-channel voice service deployed by Liquid. These links shall be connected to the Customer's telephony system via a G.703 interface. This shall provide the ability to make and receive voice calls to/from any other phone within or outside South Africa.
 - 3.9.3. SIP Trunk – A SIP trunk connects an IP based telephony system to the Network at a trunking level and does not permit the connectivity of single telephone handset devices. This Service shall be provisioned to a minimum link size of 2Mbps. It is possible to configure this Service in conjunction with the IP-VPN or SD-WAN service. The base level SIP trunk will be configured with 30 active channels, allowing the Customer to expand their channel count as the need arises. Additional channels shall be added in blocks of 10, up to a maximum of 60 channels, per 2Mbps SIP trunk. Any such changes shall be made in accordance with the change management process.
- 3.10. Local Number Service ("LNS")
 - 3.10.1. LNS gives the Customer the ability to offer their clients local numbers (also called Direct Inward Dialling (DID), Direct Dialling Inwards (DDI) or Geographical numbers).
 - 3.10.2. It is flexible for businesses that require local phone numbers in several calling areas.
 - 3.10.3. International callers simply dial a local number, and the call is directed to clients of the Customer via a VoIP interconnection.
 - 3.10.4. Liquid cannot be held accountable for call quality, latency and routing from upstream Interconnect Providers.
 - 3.10.5. The Customer is liable for all call costs, monthly recurring charge and non-recurring charge associated to this Service.
- 3.11. CLI (Call Line Identification) and Number Presentation



- 3.11.1. Liquid undertakes not to amend or manipulate the CLI as presented to it by the Customer with respect to any voice calls crossing a trunk on Liquid's Network. Liquid cannot present other licensed operator's numbers as CLI which is in line with local regulations.
- 3.11.2. The Customer shall forward to Liquid the individual CLI information irrespective of whether their users have restricted the forwarding thereof. It is the Customer's responsibility to ensure that a voice call handed to Liquid has the correct CLI information and is not changed or amended.
- 3.11.3. Liquid will not be liable for any losses and costs incurred due to the Customer publishing of its numbers.
- 3.11.4. The Customer shall not, directly or indirectly, use or allow the use of any PBX for the re-origination of voice services through a PBX or virtual PBX system for the purpose of changing the Call Line Identification (CLI), enabling the change of the CLI, or to manipulate or disguise the orientation point of the call.
- 3.11.5. Liquid is obligated to recycle number as per the Regulator requirement to ensure effective use of limited number availability. Numbers are placed in quarantine for a period of 90 days before going back into circulation.

4. SERVICE LEVEL TARGETS

- 4.1. The Customer acknowledges that there are no service levels associated with this Service. The Service Level options offered for access services will be covered under the access specific service level agreements as selected in the COF.
- 4.2. Service Availability is measured by Liquid's failure of the Core Voice Platform that results in an inability to make or receive calls at the Customer Site but expressly excludes failures relating to the following:
 - 4.2.1. connectivity-related outages, be it Liquid's or Liquid's third-party service provider or the Customer Third-Party related connectivity outage;
 - 4.2.2. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided CPE; and
 - 4.2.3. Power failure at the Customer Site.

5. SERVICE AVAILABILITY

- 5.1. The Customer can expect the following service availability on Voice Services. Liquid will use best commercially feasible efforts to restore the Service should the need arise.
 - 5.1.1. Service Response Times
 - 5.1.1.1. Helpdesk - Call Logging (8am - 5pm excluding public holidays)
 - 5.1.1.2. Telephonic Support (8am - 5pm excluding public holidays)
 - 5.1.1.3. Meantime to Respond - Telephonic (8 Hours)
 - 5.1.1.4. Meantime to Respond - On Site (Next Business Day)
 - 5.1.1.5. Meantime to Reinstate Service (48 Hours)
- 5.2. Service Failure
 - 5.2.1. Failure of Voice Services that results in an inability to make or receive calls at a Customer Site but expressly excluding failures relating to the following:
 - 5.2.1.1. Connectivity-related outages, be it Liquid's or a 3rd (third) party related connectivity outage;
 - 5.2.1.2. Customer network infrastructure, including but not limited to routers, switches, session border controllers, structured cabling, customer provided End Points;
 - 5.2.1.3. Power failure at the Customer Site;
 - 5.2.1.4. Natural disasters such as (but not limited to) lightning strikes or flooding at the Customer site.

6. CUSTOMER RESPONSIBILITIES

- 6.1. The Customer acknowledges that the logical and physical security measures in relation to the service are the sole responsibility of the Customers. The Customer agrees that Liquid will not be held liable for any losses arising out of security breaches of the Customers services.



- 6.2. Without limiting the generality of aforesaid, the Customer is aware that PBX's and SIP account are known targets for malicious access and abuse. The Customer must take all reasonable precautions to protect against unauthorized access to the voice services.
- 6.3. 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 (unauthorised person i.e. hackers) 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(s). The Customer is responsible to ensure that their PBX(s) is always protected from any fraudulent or unauthorized activities.
- 6.4. Should the call deemed to originate from the Customer's PBX where it was found that there was gross negligence or omission on the part of the Customer use of the PBX and the call is terminated to local and international service providers the Customer will be responsible for the call charges.
- 6.5. Liquid will publish its international call rates from time to time. The customer can request these rates from the relevant key account manager or access these rates on Liquid webpage [Microsoft Word - International Selling Rate Effective 15 Apr 2024 \(liquid.tech\)](#).

7. THIRD PARTY SERVICE PROVIDERS

- 7.1. 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.
- 7.2. 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.
- 7.3. Liquid reserves the right to modify, suspend or discontinue the Services, or any part thereof.
- 7.4. 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.
- 7.5. The Customer acknowledges and agrees that termination of this Agreement or any COF, or any Service Schedule may result in early termination costs.
- 7.6. Liquid will notify the Customer as soon as is reasonably practicable if Liquid is no longer able to provide a third-party service. The Customer will have no claim against Liquid if any third-party service is no longer available.
- 7.7. 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 service provider's services and links at its own risk.
- 7.8. 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.

8. EXCLUSIONS

- 8.1. The Customer shall not be entitled to:
 - 8.1.1. receive any Credits pursuant to the Customer Site unavailability, or
 - 8.1.2. 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 8.1.3 to 8.1.7 below;
 - 8.1.3. Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loops.
 - 8.1.4. 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.
 - 8.1.5. 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.
 - 8.1.6. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
 - 8.1.7. Service Downtime shall not include any unavailability resulting from:



- 8.1.7.1. scheduled downtime for Planned Maintenance;
- 8.1.7.2. interruptions or delays resulting from any Partner services procured by the Customer;
- 8.1.7.3. any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
- 8.1.7.4. 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;
- 8.1.7.5. the Customer's applications, equipment, or facilities;
- 8.1.7.6. interruptions due to the failure of equipment provided by the Customer or any other Third-Party on behalf of the Customer;
- 8.1.7.7. 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;
- 8.1.7.8. suspensions due to non-payment of any amount payable by the Customer to Liquid under the COF, Agreement or this Schedule;
- 8.1.7.9. Customer PBX failure or Customer PBX configuration changes.
- 8.1.7.10. 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.
- 8.1.7.11. The Customer will not hold Liquid liable for the termination and cost of a call based on the user entering the incorrect destination number.
- 8.1.7.12. 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.
- 8.1.7.13. If the Customer or any 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.
- 8.1.7.14. If call forwarding has been activated, the Customer will be held liable for all call costs terminating to other networks.
- 8.1.7.15. 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.
- 8.1.7.16. Interruptions due to the failure of equipment provided by the Customer or any other third-Party on behalf of the Customer.

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

9. FAULT REPORTING

- 9.1. The Customer shall raise an outage Trouble Ticket with Liquid in the event of any Service Outage detected at the Customer Site.
- 9.2. The logging of calls, queries and/or complaints shall be directed to the Enterprise 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)	OneLiquid Support support@liquid.tech

- 9.3. 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.
- 9.4. Liquid shall use reasonable endeavours 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 endeavours to perform the following actions and shall provide the reports (as applicable) outlined in the following table.



FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Customer Fault Reporting Trouble Ticket	Trouble Ticket Within 15 minutes of the notification of fault
Root Cause Analysis Report	On Request < Ten (10) business days
Regular problem status update	Dependent on Severity

10. SERVICE PROVISIONING

- 10.1. 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 Customer Site Requirements 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 equipment required for the provision of the Services to the Customer.
- 10.2. The Customer shall be responsible for obtaining all Customer's Third-Party approvals and consents necessary for installation and use of the Services.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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 SHF shall be provided to the Customer.
- 10.7. 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 SHF.
- 10.8. It is Liquid's standard practice to disable international dialling by default. Should the Customer want to activate international dialling, the appointed Liquid Key Account Manager (KAM) should be notified. The Customer would be required to complete a written request and sign a customer's request for activation of international dialling.
- 10.9. The Customer accepts responsibility for Liquid equipment in their environment and further agrees:
 - 10.9.1. not to remove or allow Liquid equipment to be removed from the Customer site without Liquid's consent;
 - 10.9.2. to keep Liquid equipment in good condition and not to allow Liquid equipment to be encumbered by operation of law or otherwise;
 - 10.9.3. 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
 - 10.9.4. not to tamper with, modify or
 - 10.9.5. 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
 - 10.9.6. 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



the 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;
10.9.7. Liquid is responsible for collecting the equipment from the customer premises after Service termination, unless agreed upon in writing by both Parties.

10.10. Furthermore, Liquid excludes liability for all losses or damages of any nature associated with an obstruction to the Line of Sight. Except where the obstruction is not within the Customer's control, the Customer may cancel a service that has become obstructed on 30 thirty days' notice without penalty.

11. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

11.1. 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 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 equipment• New link installation or 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-gradation/down-gradation.
Class C	<ul style="list-style-type: none">• Changes that are not specified in Class A and Class B.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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 Network.

11.6. 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.

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

- 11.7.1. Preventative maintenance;
- 11.7.2. Systems moves or reconfigurations;
- 11.7.3. Systems testing and new systems/enhancements;



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

11.7.5. Implementations of new systems or enhancements.

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

12. INSURANCE

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

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

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

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

12.2.3. 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;

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

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

12.2.6. 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.

12.3. 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.

13. REGULATORY COMPLIANCE

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

13.2. 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 Voice Services.

13.3. 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.

14. 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 Voice 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: _____