

VOX ORION TELECOM SOUTH AFRICA (PTY) LTD

TERMS AND CONDITIONS APPLICABLE TO "SMS UNISERVER" PRODUCT

1 SERVICES

Subject to the General Terms and Conditions set out above, Vox Orion Telecom South Africa (Proprietary) Limited ("**Vox Orion**") hereby agrees to provide messaging services elected by the **subscriber** on the face hereof / in the subscription agreement to the **subscriber**, on the terms and conditions set out in the **agreement ("service")**.

Definition of Services:

1.1 SMS Uniserver is a feature rich SMS solution that functions as a stand-alone server with modems or as a gateway with binds.

2 DURATION

The SMS Uniserver agreement shall –

- 2.1 commence from the date on which the subscriber subscribes for the service;
- 2.2 in respect of the monthly service fee and monthly modem and SIM rental fee, endure for the duration as stated on the Subscriber Agreement and, unless terminated on the giving of thirty days' prior written notice before the end of the contract period, shall automatically renew for a further period which shall be the same as the initial contract duration.
- 2.5 automatically extend to the end of the last contract for additional services that have been signed during the currency of the initial or renewed contracts.

Notwithstanding the foregoing, during any automatic renewal period the discounts applicable to the services provided for in the agreement or in any proposal submitted to the subscriber shall not be available to the subscriber until the subscriber concludes a new or original written agreement with Vox Orion in respect of the services provided by Vox Orion for the term of such automatic renewal period. Upon such written agreement being concluded between the subscriber and Vox Orion, such discounts shall apply, mutatis mutandis, from the date of conclusion of such written agreement.

3 SERVICE INCLUSIONS

For the duration of this agreement, Vox Orion hereby grants to the subscriber the right to use the software described in the Technical Specification ("software") at the subscriber's premises detailed in the Technical Specification which software shall be installed on the equipment listed in such Technical Specification ("equipment").

The charges payable by the subscriber in terms of the Premium Messaging agreement include:

- 3.1 a fixed monthly service fee for the software at R350.00 per month (excl VAT);
- 3.2 a fixed rental fee per modem onsite at R250.00 per month (excl VAT);
- 3.3 a fixed rate per SMS sent as stipulated in the proposal;
- 3.4 remote maintenance support, either telephonically or using a web-based support tool;
- 3.5 call-out visits to the sites at which the **equipment** has been installed provided that if the fault is determined by **Vox Orion** to have been caused by **equipment** not supplied by **Vox Orion** in terms of this agreement and/or **equipment** being installed which does not meet the **Technical Specifications** and/or changes made to the **equipment** not authorised by **Vox Orion**, the call-out shall be charged for by **Vox Orion** at the standard rates published by **Vox Orion** prevailing as at the date of the call-out. All call outs beyond a 75 Km radius from an **Vox Orion service** office shall automatically levy a maintenance charge at Vox Orion's standard prevailing rates at such time for such call outs;
- 3.6 providing and supplying upgrades to any provisioning or configuration software as and when deemed appropriate by **Vox Orion**;
- 3.7 Vox Orion shall render services in accordance with the following at its prevailing rates for such services, at the time when such services are rendered;
 - 3.7.1 the sending of SMSs in excess of the maximum set out in Technical Specification, if such a maximum is set out;
 - 3.7.2 maintenance of the **equipment** where software and/or applications other than the **software** are installed on the

equipment;

3.8 It is expressly recorded and agreed that Vox Orion shall be entitled, on thirty days' written notice to the subscriber, to increase the aforementioned charges in circumstances of the direct costs to Vox Orion in providing the above services (including, without limitation, the charges charged by the network providers in respect of such services) being increased. In such event the increases to the rates shall be commensurate with the increased costs of providing the services.

4 VOX ORION'S OBLIGATIONS FOR SMS UNISERVER:

Vox Orion will –

- 4.1 offer the **subscriber** one free training session on the day of installation for up to 4 hours in duration. If the installation is done remotely, then the initial training will be offered remotely too. Any additional training required will shall be charged for by **Vox Orion** at the standard rates published by **Vox Orion** prevailing as at the date of the training;
- 4.2 provide the **subscriber** with one training manual on the day of installation if training is done live, or with a soft copy if the training is done remotely. Any additional hard copies of training manuals shall be charged for by **Vox Orion** at the standard rates published by **Vox Orion** prevailing as at the date of the request;
- 4.3 do its best to maintain the Vox Orion SMS server and any obligations of third parties on behalf of the subscriber, but may not be held responsible for any down time caused by the networks;
- 4.4 investigate written complaints verified by factual data on behalf of the subscriber, but may not be held responsible for any content related errors in any text message, delayed deliveries, failed messages or loss of data.

5 SUBSCRIBER OBLIGATIONS IN RESPECT OF SMS UNISERVER:

The Subscriber undertakes -

- 5.1 to ensure that the **equipment** complies with the minimum specifications required by Vox Orion and described in the **Technical Specifications** or other documentation that define the equipment specification;
- 5.2 to ensure that no other software is installed or used on the server used by SMS Uniserver;
- 5.3 not procure the services of any other third party other than **Vox Orion** should the **subscriber** wish to investigate and/or purge the server.
- 5.4 to use the **service** only for the purpose for which it is intended and to ensure that its employees, agents and/or subcontractors comply and procure compliance with the instructions, specifications and recommendations of **Vox Orion**;
- 5.5 monitor the service and notify Vox Orion about any breakdown in service delivery;
- 5.6 notify Vox Orion about any billing issues or errors within 30 days after receiving the disputed invoice from Vox Orion;
- 5.7 implement and comply with the service level agreement (where applicable)

6 MODIFICATIONS

Vox Orion shall have the right to modify this agreement as it may deem necessary in its sole and absolute discretion. All and any modifications to the terms will be notified in writing to the subscriber. Any use by the subscriber of the services after any such modification has been implemented shall be deemed to constitute acceptance by the subscriber of such modification to the agreement.

7 SUB-CONTRACTING, ASSIGNMENT

Vox Orion shall be entitled at any time during the currency of this agreement without the consent of the subscriber, to sub-contract or assign any or all of its rights and obligations in terms of this agreement to any other party.

8 CONTRACTING ON BEHALF OF THE SUBSCRIBER

The subscriber hereby authorises Vox Orion, when deemed necessary by Vox Orion to enable it to perform its obligations in terms of this agreement, to contract with third parties on behalf of the subscriber.

SIGNED by the parties on the following dates and at the following places respectively:

FOR CLIENT

FOR VOX ORION

PRINT NAME

SIGNATURE

POSITION

DATE