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HOSTED CONTACT CENTRE

SERVICE SCHEDULE

SERVICES AND SERVICE LEVELS

Liquid Telecom Offices

Mauritius (Head Office) • Botswana • DRC • Kenya • Lesotho • Rwanda • South Africa • Tanzania • Uganda • Zambia • UAE • UK

Neotel (Pty) Ltd. Registered Address: 401 Old Pretoria Main Road, Halfway House, Midrand 1685. Company Reg. No. 2004/004619/07.

1. DEFINITIONS

Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Master Service Agreement For the purposes of this Schedule 1, the following expressions shall have the meanings given to them hereunder:

- 1.1. **“CSRS”** means Customer Site Requirements Specification. This is a document that specified the requirements at a site for Neotel to deliver the requested service.
- 1.2. **“GB”** means Gigabytes and is a unit of storage size on computer hardware.
- 1.3. **“HCC”** is the Hosted Contact Centre and is the Product.
- 1.4. **“IETF”** means Internet Engineering Task Force develops and promotes Internet standards, cooperating closely with the W3C and ISO/IEC standards bodies and dealing in particular with standards of the TCP/IP and Internet protocol suite.
- 1.5. **“IMACD”** means Installations, Moves, Additions, Changes and Deletions requests made after the initial implementation of the solution
- 1.6. **“Incident”** means a disruption in service;
- 1.7. **“IP”** means Internet Protocol
- 1.8. **“ISDN”** means Integrated Services Digital Network and is a set of communications standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network
- 1.9. **“Last Mile”** means any telecommunications technology that carries signals from the broad telecommunication backbone along the relatively short distance (hence, the "last mile") to and from the home or business
- 1.10. **“Licensed Software”** means the computer programs and routines used as part of the Neotel Hosted Contact Centre product, in object code form, which is/are owned or licensed by Neotel and any updates. This definition shall be deemed to include the Documentation associated with the service.
- 1.11. **“MMR”** means the Neotel Meet-Me-Room situated at the Neotel Data Centre. The MMR is an ingress point for customers to connect to Neotel services where the Customer is using third party service providers for connectivity.
- 1.12. **“MRC”** means monthly recurring cost
- 1.13. **“Neotel Representative”** means the person nominated in writing by Neotel from time to time during the term of this Agreement;

- 1.14. **“PRI”** is the Primary Rate Interface which is a standardized telecommunications service level within the Integrated Services Digital Network (ISDN) specification for carrying multiple DS0 voice and data transmissions between a network and a user.
- 1.15. **“Queue”** means the calls that are waiting to be answered by the Customer’s agents.
- 1.16. **“Queue-in-the-Cloud”** means the infrastructure on which the Product is installed has the ability to queue IP traffic within the network.
- 1.17. **“Route-in-the-Cloud”** means the infrastructure has the ability to transfer and/or reroute traffic within the Neotel infrastructure.
- 1.18. **“Scheduled Downtime”** means Service downtime that occurs during the Scheduled Maintenance Window;
- 1.19. **“Scheduled Installation Date”** means the date on which Neotel is scheduled to complete installation of the Service;
- 1.20. **“Scheduled Maintenance Window”** means the period between 00h00 and 06h00 on Sunday mornings or any other period arranged with the Customer at least forty eight (48) hours before Scheduled Downtime commences.
- 1.21. **“Scheduled Occupation Date”** the date on which Neotel is scheduled to take occupation of a site in order to install the Service;
- 1.22. **“Screen recording”** means the recording of the contact centre agent’s screen in a video format which is synchronised with an audio recording for the purpose of auditing, tracking and monitoring contact centre agent performance.
- 1.23. **“Service Credits”** means service credits due to the Customer for unscheduled Service Downtime;
- 1.24. **“Service Downtime”** means that period of time for which the Service was unavailable to the Customer; and
- 1.25. **“Service Period”** means 60 minutes x 24 hours per day x number of days in current month.
- 1.26. **“Severity Level 1”** means a **critical problem** that stops Customer from functioning. The network, service or product is unusable and Customer is completely out of service.
- 1.27. **“Severity Level 2”** means a **major problem with severe impact on Customer’s** business, but does not stop it from functioning. The network, service or product is interrupted or severely degraded and Customer is not able to work at expected levels of performance and productivity. Also used for severity 1 problem with a 100% bypass but awaiting final resolution.

- 1.28. **“Severity Level 3”** means a **minor problem that does not seriously** affect service or network availability or functionality used in Customer’s business.
- 1.29. **“Severity Level 4”** means a **no problem; Customer’s business is not impacted** and there is no significant impact to the user. Incident may be a request for service, information or a suggestion.
- 1.30. **“SIP”** means an IETF-defined signalling protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP). The protocol shall be used for creating, modifying and terminating two-party (unicast) or multiparty (multicast) sessions consisting of one or several media streams. The modification shall involve changing addresses or ports, inviting more participants, and adding or deleting media streams. Other feasible application examples include video conferencing, streaming multimedia distribution, instant messaging, presence information, file transfer and online games.
- 1.31. **“SLA”** means Service Level Agreement
- 1.32. **“Update”** means any subsequent release of the Licensed Software that is made generally available at no additional charge (other than shipping if applicable) to those who have contracted to receive maintenance support from Neotel. Updates shall not include any releases, options or future products which Neotel shall provide separately.
- 1.33. **“Users”** means agents, administrators, supervisors or any person deemed to be so by Neotel in the call centre authorised by the Customer to use the Service.
- 1.34. **“WAN”** means Wide Area Network and refers to the dedicated connectivity between the Customer’s site and the Neotel data centre.

2. **APPLICABILITY**

- 2.1. This Service Schedule is applicable only to Customer Order Forms for Neotel’s Hosted Contact Centre Services which have been submitted by the Customer and accepted by Neotel in accordance with this Agreement.

3. **SERVICE CONDITIONS**

- 3.1. Neotel shall provide a hosted contact centre service at its data centres in South Africa.
- 3.2. Neotel may decide, at its sole discretion, which data centre site may be primary location for the Customer’s service.
- 3.3. The Hosted Contact Centre service requires WAN connectivity to the Customer’s site and voice services that terminate at Neotel’s Data Centre.
- 3.4. Neotel does not guarantee voice quality if Internet connectivity is used in any part of the solution path.
- 3.5. The Customer may use last mile connectivity from Neotel

- 3.5.1. The Customer shall not be allowed to have internet as the primary mechanism for Agent connectivity except where mutually agreed between Neotel and the Customer.
- 3.5.2. Third party last mile connectivity shall comply with Neotel's minimum connectivity requirements per site.
 - 3.5.2.1. The minimum bandwidth required for proper operation of the service shall be defined by Neotel.
 - 3.5.2.2. The last mile connectivity shall have the following characteristics:
 - 3.5.2.2.1. Maximum round trip delay of 150ms
 - 3.5.2.2.2. Maximum packet loss of 1%
- 3.6. The Customer must use voice connectivity services provided by Neotel.
 - 3.6.1. Neotel may support Primary Rate Interface at the Customer's site or at the Neotel data centre via a PRI voice gateway provided by Neotel.
- 3.7. **Queue-in-the-cloud**
 - 3.7.1. Queue-in-the-cloud has a 29,959,314 channel limit when the Customer purchases Neotel voice services, to be used with Hosted Contact Centre.
 - 3.7.2. The Customer shall purchase a minimum queue size of 1 (one) for the hosted contact centre service.
 - 3.7.3. The Customer shall be allowed to exceed the queue size for brief periods.
 - 3.7.4. If the queue size is exceeded for more than 15% of the working month for 2 consecutive months then the Customer shall be required to purchase more queue channels.
 - 3.7.5. If the Customer does not purchase sufficient queues to remedy the queue shortage then Neotel shall automatically upgrade the queue size to the average queue size taken over the previous 2 months. The Customer shall be liable for these costs.
- 3.8. **Recording**
 - 3.8.1. The Customer shall provide a local standard server, the configuration of which shall be provided by Neotel upon request from the Customer, if screen recording is required and functionality offered and available by the latest version of the HCC Software
 - 3.8.2. The Customer shall receive 30 GB of storage for every service purchased. The Customer shall purchase additional storage if required.
 - 3.8.3. It is the Customer's responsibility to archive all voice recordings on a regular basis.
 - 3.8.4. The Customer shall access all data that is in the active database through the OneSupervisor application.
- 3.9. **Backup**
 - 3.9.1. An incremental daily back will be done and provided to the Customer on request.
 - 3.9.2. Monthly backups will be stored off-site at a secure location.

- 3.9.3. The primary and secondary HCC platforms shall be kept in synch every 4 hours
- 3.9.4. Where there is loss and/or corruption of data on one or both of the primary and/or secondary sites restoration of service shall be performed from the last successful backup.

4. SOFTWARE

- 4.1. The software components associated with the Hosted Contact Centre product are:
 - 4.1.1. OneAgent v2 and higher
 - 4.1.2. OneSupervisor v2 and higher
 - 4.1.3. OneWorkforce v1 and higher
 - 4.1.4. OnePBX v1.1 and higher
- 4.2. Neotel shall provide updates for the hosted contact centre application
- 4.3. The Customer shall, at a minimum, comply with the following:
 - 4.3.1. Licensed Software shall only be used: (A) in object code form; and (B) for the Customer's Contact Centre requirements.
 - 4.3.2. The Customer shall not
 - 4.3.2.1. use the Licensed Software or Documentation to create any software or documentation that is similar to any of the Licensed Software or Documentation,
 - 4.3.2.2. decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any Licensed Software, or use any similar means to discover the source code of the Licensed Software or to discover the trade secrets therein, or otherwise circumvent any technological measure that controls access to the Licensed Software;
 - 4.3.2.3. encumber, transfer, sublicense, rent, lease or time-share the Licensed Software;
 - 4.3.2.4. copy distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any Licensed Software; and
 - 4.3.2.5. permit any third party to engage in any of the acts proscribed in clauses (A) through (D).
 - 4.3.3. The warranty in respect of the Licensed Software, and Neotel's obligations to correct or replace any materially non-compliant Licensed Software, are not in excess of the warranty and disclaimers of warranty provided by the Software vendor. The Software Vendor warranty may be provided upon request from the Customer.
 - 4.3.4. The Customer shall not publish or otherwise disclose any results of evaluations or benchmark tests of the Licensed Software, except to Neotel or its designated entity.
 - 4.3.5. The Customer shall comply in all material respects with all relevant export control laws and regulations to assure that neither the Licensed Software and any direct, indirect or derivative product thereof, are not exported, directly or indirectly, in the applicable law;

4.3.6. Prohibit the use and disclosure of Neotel’s Proprietary Materials in a manner inconsistent with the provisions of this Agreement.

5. CUSTOMER HARDWARE AND SOFTWARE

Customer represents to Neotel that it has the legal right and authority to use and support any Customer Software or Hardware, and such use or support shall not cause a breach of any third party agreement or violate any third party intellectual property right, applicable law or regulation.

6. CUSTOMER PREMISE EQUIPMENT

- 6.1. Neotel may provide equipment to be installed at the Customer’s site.
- 6.2. All equipment that is purchased or rented shall carry the standard warranty as provided by the equipment vendor.
- 6.3. The standard warranty for any equipment shall be provided upon request.

7. SERVICE LEVELS

There are three operational Service Level options for Hosted Contact Centre, Economy, Business and Premium.

These cater for increased redundancy, higher reliability and availability of the service.

Service Levels Type	Parameters	Network Redundancy		Building Entry	
	Availability	Local	Core	Single	Dual
Economy	99.0%	No	Yes	Yes	No
Business	99.5%	Yes	Yes	No	Yes
Premium	Customer Specific Solution				

- 7.1. Availability is based on severity 1 incidents only
- 7.2. Downtime is calculated by the amount of minutes downtime divided by total number of minutes per service month, expressed as a percentage.
 - 7.2.1. Downtime is calculated as follows:

7.2.2. Availability will be calculated as 100% minus downtime%

8. TRAINING

- 8.1. Neotel shall provide training related to the Hosted Contact Centre product that the Customer requires.
- 8.2. Initial training is part of the installation.
- 8.3. Subsequent requests for training shall be charged for separately.
- 8.4. The Customer shall log the request for training at least 72 hours before the training is required.
- 8.5. Training material is provided as part of the service.
- 8.6. Customised training material may be provided upon request and is beyond the cost of the maintenance contract.
- 8.7. The training may be provided at the Customer's site or at a Neotel site.
- 8.8. If the training is at the Customer's site then the Customer will be responsible for providing all connectivity, furniture, PCs and accessories that are needed for the training.

9. WORKFORCE MANAGEMENT

9.1. Stand-alone Workforce management:

- 9.1.1. Workforce management tool will analyse data from the Customer's onsite or third party contact centre technology
- 9.1.2. The Customer shall take responsibility for transferring data from the onsite or third party contact centre technology to the Workforce management tool.
- 9.1.3. Neotel shall not take responsibility for corrupted or incorrect data from external sources.

9.2. Bundled Workforce management:

- 9.2.1. Bundled Workforce management refers to the workforce management application working with the Neotel Hosted Contact Centre product and not any third party contact centre technology.
- 9.2.2. Neotel shall configure all data in the Hosted Contact Centre to be automatically updated in the Workforce management tool.

10. DISASTER RECOVERY

- 10.1. The Customer may choose to set up a site with fibre connectivity that shall be the Customer's disaster recovery site. This site is priced as a normal site.
- 10.2. In the event that the Hosted Contact Centre service was to stop working, Neotel shall switch to the redundant Hosted Contact Centre platform and advise Customer accordingly.

11. CUSTOMER AND SUPPLIER RESPONSIBILITIES

- 11.1. The Customer shall provide a suitable environment for the installation and operation of any onsite equipment.
- 11.2. The Customer shall ensure that Neotel has access to the equipment to resolve any faults.

- 11.3. The Customer will ensure that their computers meet the minimum standards as prescribed by Neotel
- 11.4. The Customer will ensure that their LAN meet the minimum performance standards as prescribed by Neotel
- 11.5. It is the Customer's responsibility to archive all voice recordings on a regular basis.
 - 11.5.1. Neotel shall not be responsible for any faults with the following components:
 - 11.5.1.1. Local Area Network,
 - 11.5.1.2. Personal Computers,
 - 11.5.1.3. Headsets,
 - 11.5.1.4. Hardphones,
 - 11.5.1.5. Desks, chairs or any office equipment
 - 11.5.1.6. Internet connectivity to the agent or supervisor
 - 11.5.1.7. Any components that are not rented from Neotel.
 - 11.5.1.8. Any components that are not provided by Neotel.

12. TERMINATION

- 12.1. In the event that the Customer wishes to terminate the Hosted Contact Centre service with Neotel, the Customer shall:
 - 12.1.1. discontinue use of the Licensed Software;
 - 12.1.2. return the Licensed Software, documentation and all archival or other copies thereof to Neotel;
 - 12.1.3. return any hardware that is supplied by Neotel and not purchased by the Customer;
 - 12.1.4. have a duly authorised Customer representative certify in writing that all such copies have been returned or destroyed, as the case may be, and that all use thereof has been discontinued and
 - 12.1.5. be liable for termination clauses as per this agreement.

13. REQUEST AND ORDERING PROCEDURE

- 13.1. The Customer may make changes to their service via the OneSupervisor application or by submitting a request for quotation to Neotel.
- 13.2. The Customer accepts that any changes via the OneSupervisor application to the service shall result in a change to the monthly recurring cost as per the tariff list.
- 13.3. The Customer shall not be charged any setup costs if the OneSupervisor application is used to make changes to their service. This excludes any changes to connectivity services.
- 13.4. Any other request for quotation for Services by the Customer shall be directed in writing to the Neotel Representative and shall contain at least the following information:
 - 13.4.1. the number and type of Services required;

- 13.4.2. the names and telephone numbers of the Customer contact persons for each site;
 - 13.4.3. for each Service, the Service Levels required;
 - 13.4.4. where an upgrade or downgrade for an existing Service is required, the current Service Identity number.
- 13.5. Each request for quotation shall state the name and contact details of the Customer person dealing with such request, shall be signed by a duly authorised signatory of the Customer and shall reflect the date on which it is submitted to Neotel and shall be delivered in writing to the Neotel Representative.
- 13.6. Upon receipt of the Customer's request for quotation, the Neotel Representative shall provide a written quotation to the Customer together with the necessary Customer Order Form/s.
- 13.7. Should the Customer wish to accept the quotation, the Customer shall submit a completed and duly signed Customer Order Form to the Neotel Representative.

14. CUSTOMER AND SUPPLIER OBLIGATIONS

- 14.1. The Customer shall be responsible for making available, at no cost to Neotel, accommodation, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each site, for the duration of the Contract Term of the applicable COF, for the purposes of housing Neotel's transmission equipment required for the provision of the Services to the Customer.
- 14.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Services.
- 14.3. Within seventy two (72) hours of completing the installation for the applicable Service, Neotel shall provide a Service Handover Form containing Service ID, date, call centre location, and start bill date to the Customer.
- 14.4. The Customer shall then conduct acceptance tests on the newly provided Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 14.5. Should Customer detect a fault on the Service during its acceptance tests, then the Customer shall notify Neotel of such fault, in writing and await a revised Service Handover Form before re-commencing such tests.
- 14.6. If the Customer has not contacted Neotel within two (2) Business Days of receiving the Service Handover Form, then the Service shall be considered to be accepted by the Customer and the commencement date on the Service Handover Form shall be considered the Service Commencement Date.
- 14.7. The billing cycle for each Service shall be from the Service Commencement Date of that Service.

15. SERVICE DOWNTIME

A Service shall be considered unavailable in the event of any unscheduled Service Downtime due to transmission or equipment failure. Service downtime and will be calculated on a monthly basis.

- 15.1. Service Downtime will not include any unavailability resulting from;
 - 15.1.1. Scheduled Downtime for maintenance of Neotel's Hosted Contact Centre platform or Data Centre;
 - 15.1.2. interruptions or delays resulting from any third party service provider services;
 - 15.1.3. failure of any Customer provided premises network equipment;
 - 15.1.4. supplies, power or equipment provided by the Customer or their suppliers, which is required in the provision of the Services;
 - 15.1.5. 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 Neotel, acting reasonably;
 - 15.1.6. acts or omissions of the Customer (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
 - 15.1.7. suspensions due to non-payment of any amount payable by the Customer to Neotel under this Agreement; or
 - 15.1.8. reasons of Force Majeure.

16. SCHEDULED MAINTENANCE SCOPE

- 16.1. Downtime which falls outside the Scheduled Maintenance Window shall be arranged with the Customer at least forty eight (48) hours before the Scheduled Downtime commences.
- 16.2. Maintenance on the Service or its components unavoidably leads to down time. This Scheduled Downtime shall be arranged with the Customer in such a way that it causes minimum disruption to the Customer.

17. SERVICE DOWNTIME REMEDY

- 17.1. For each Service, a timer is implemented that accumulates the total Service Downtime recorded for the specific Service over a period of a month.
- 17.2. Service Credits for Service Downtime will be passed quarterly and will be based on the total Service Downtime experienced during the month, per Service for the previous quarter. These Service Credits will be issued to the Customers against the first invoice of the following quarter. These timers will be reset at the beginning of each month.
- 17.3. The Service Credit for multiple target objective failures resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.

18. ESCALATION MATRIX

For logging calls, queries and complaints with Neotel, the Customer may contact the customer service operations centre on **080 1111 636 (SA Only) or +27 11 585 0652**. Should a service issue not be resolved or

satisfactory feedback not given, the issue may be escalated to level 2 and 3 below.

TABLE 1 : Service Issues			
CONTACT	PHONE	EMAIL	TIME
Level 1 Service Operations Centre (SOC)	+27 11 585 0652 080 1111 636	Wholesale.cs@neotel.co.za	Immediate
Level 2 Cleo Riba SOC Team Leader	+27 11 585 1410 +27 79 962 1239	Cleopatra.Riba@neotel.co.za	1-hour
Level 3 Vincent Mola SOC Manager	+27 11 585 0651 +27 82 574 7728	Vincent.Mola@neotel.co.za	2-hours
Level 4 Steve Mawdsley GM : Enterprise Customer Services	+27 11 585 0661 +27 71 854 1559	Stephen.Mawdsley@neotel.co.za	4-hours

TABLE 2 : Service Management		
CONTACT	PHONE	EMAIL
Service Manager	+27 11 585 0865 +27 83 284 6246	Eugene.black@neotel.co.za
Steve Mawdsley GM : Enterprise Customer Services	+27 11 585 0661 +27 71 854 1559	Stephen.Mawdsley@neotel.co.za
Thurston James Head : Customer Services	+27 11 585 1360 +27 83 286 7694	Thurston.James@neotel.co.za

IN ADDITION, CUSTOMER SHALL BE ENTITLED TO APPROACH AN ASSIGNED NEOTEL ACCOUNT MANAGER IF THE FEEDBACK OR PROGRESS ON THE OUTAGE RESOLUTION IS NOT SATISFACTORY.

SIGNED at on this day of 20.....

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For and on behalf of

NEOTEL (PROPRIETARY) LIMITED

Who warrants that he is duly authorised thereto

SIGNED at on this day of 20.....

.....

For and on behalf of

<Customer>

Who warrants that he is duly authorised thereto