

# NEOAPPS

# SERVICE SCHEDULE

Hosted Exchange, SharePoint & Skype for Business, with DNS services

## 1. APPLICABILITY

This Service Schedule is applicable only to the COF for the purchase of NeoApps Services, to the extent selected in the relevant COF, which has been signed by the Customer and Neotel.

## 2. DEFINITIONS

- 2.1. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.
- 2.2. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:
  - 2.2.1. **“Business Hours”** means 08:00-17:00 Mondays to Fridays excluding weekends and South African public holidays;
  - 2.2.2. **“Incident”** means (i) any single event, or (ii) any set of events, that result in Service Downtime;
  - 2.2.3. **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Colocation Site, the Network, the off-net 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 Services;
  - 2.2.4. **“Service Credits”** means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 8;
  - 2.2.5. **“Service Downtime”** means that period of time for which the Service was unavailable to the Customer.

## 3. SERVICE DESCRIPTION

For purposes of this Service Schedule, the term “Services” or “NeoApps” consists of the following, as more fully described below, to the extent set out in the relevant COF:

### 3.1. Hosted Exchange

- 3.1.1. Provides the ability for end users of the Customer to -
  - 3.1.1.1. access their inbox, calendar, address book, global address book and tasks via internet enabled computers, tablets and mobile devices;
  - 3.1.1.2. share mailbox folders, contacts, tasks, calendars and address lists with colleagues; and
  - 3.1.1.3. schedule meetings with the visibility of free/available time in the schedules of meeting rooms and colleagues.
- 3.1.2. Support for multiple second level domains for a single user or multiple user organization.
- 3.1.3. Full protocol support (ActiveSync, POP, IMAP) which is manageable per user.
- 3.1.4. Messaging Application Programming Interface (MAPI) network protocol.

### 3.2. Hosted SharePoint

- 3.2.1. Provides the ability for end users of the Customer to -
  - 3.2.1.1. work on documents at anytime and anywhere;

- 3.2.1.2. provide access to documents to colleagues, customers as well as partners with specific access rights;
- 3.2.1.3. access team project-specific e-mails and shared documents from a single location;
- 3.2.1.4. interact with colleagues and other users with comments, status updates, blogs and wikis;
- 3.2.1.5. manage projects with team sites to store documents, display calendars & budgets, assign tasks to the team timeline & track progress; and
- 3.2.1.6. assign specific user access.
- 3.2.2. Microsoft Outlook and Office integration;
- 3.2.3. Business Intelligence for a single business view;
- 3.2.4. Business forms with approvals;
- 3.2.5. Enterprise Portal;
- 3.2.6. Search Management.
- 3.3. Skype for Business
  - 3.3.1. Instant messaging features include persistent chat, tabbed conversations and the ability to search for message history;
  - 3.3.2. Presence gives an indication of a contact's availability making it easier to identify the best time to contact;
  - 3.3.3. The 'Quick Actions' button, which appears over a contact in the contact list, indicates available communication methods;
  - 3.3.4. Skype for Business is supported on mobile applications;
  - 3.3.5. Skype for Business offers a traditional audio conferencing feature with touch-tone call control commands;
  - 3.3.6. High-quality video experience on various devices with open standards including H.264 SVC;
  - 3.3.7. Online meetings via Skype for Business can support up to 5 simultaneous participants with new multiparty HD video support and can easily be joined with a single touch or click on various devices;
  - 3.3.8. Browser based access enables participants from outside the Customer organization and/or without the Skype for Business application to join virtual online meetings and make use of all available features;
  - 3.3.9. Share notes taken in the online meeting using OneNote Share.
- 3.4. DNS – Domain Management Services (for routing purposes only)
  - 3.4.1. Domain routing;
  - 3.4.2. Domain record hosting (if required);
  - 3.4.3. Excludes Domain registration, renewal and termination.

#### 4. SERVICE LEVELS

4.1. "Service Downtime" as defined in clause 2.2.5, is broken down per service element as follows:

NeoApp Service	Qualifications of Downtime
<b>Hosted Exchange</b>	Any period of time when end users of the Customer are unable to send or receive email with Outlook Web Access and a desktop based email client (e.g. Microsoft Outlook).
<b>Hosted SharePoint</b>	Any period of time when end users of the Customer are unable to access a SharePoint site.
<b>Skype for Business</b>	Any period of time when end users of the Customer are unable to see presence status, conduct instant messaging conversations, or conduct audio/video conversations.

#### 4.2. Service Availability

- 4.5.1. Neotel shall calculate, on a monthly basis, the amount of time that the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits that the Customer shall be entitled to.
- 4.5.2. Service availability shall be measured as a percentage of the availability of the Service for a Site in a given month.
- 4.5.3. The "Service availability" for a Service for a particular month is calculated by the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Service Downtime is measured in user-minutes. i.e., for each month, Service Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of Customer end users impacted by that Incident.

#### 4.6. Service Credits

- 4.6.1. If the Service availability falls below 99.5% for any given month, the Customer shall be eligible for the following Service Credits:

SERVICE AVAILABILITY	SERVICE CREDIT (PERCENTAGE OF MRC)
100% - 99.5%	No Service Credit
99.4% - 95%	5% Service Credit
94.9% - 90%	10% Service Credit
89.9% - 80%	15% Service Credit
Less than 80%	25% Service Credit

- 4.6.2. In those instances where Neotel fails to meet the committed Service availability target and a trouble ticket was opened with respect to the Service Downtime, the Customer shall be eligible for Service Credits as described in the table above. The Service Credits shall be given in the form of a credit against the MRC reflected on the Customer invoice.

#### 5. EXCHANGE RATE FLUCTUATIONS

- 5.1. For Charges for any element of the Service that is based on a foreign currency, the exchange rate to be used to determine a variation shall be the South African Rand / US Dollar exchange rate set

out in the relevant COF. In the event that the COF does not stipulate the exchange rate, then the exchange rate as downloaded by Neotel from Reuters on the morning of the date of signature by the Customer of the COF relevant COF shall be used.

- 5.2. Neotel shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate is compared against the exchange rate as downloaded by Neotel from Reuters on the morning of the relevant invoice generation date, is greater than 5% (five percent).

## 6. EXCLUSIONS

- 6.1. The Customer shall not be entitled to receive any Credits or exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
  - 6.1.1. anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Neotel;
  - 6.1.2. anything which is associated with or caused by interruptions or delays of any other Service procured from Neotel by the Customer, and as a consequence of such interruption or delay, the Customer is entitled to a service credit from Neotel; or
  - 6.1.3. anything attributable to circuits comprising a part of the Service that are provided by a third party, including Local Loops and local access facilities procured by the Customer.
- 6.2. Service Downtime shall not include any unavailability resulting from:
  - 6.2.1. scheduled downtime for Planned Maintenance;
  - 6.2.2. interruptions or delays resulting from any third party services procured by the Customer;
  - 6.2.3. acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
  - 6.2.4. suspensions due to non-payment of any amount payable by the Customer to Neotel under this Schedule; or
  - 6.2.5. force majeure.

## 7. FAULT REPORTING

- 7.1. The Customer shall raise an outage trouble ticket with Neotel in the event of any Service outage detected.
- 7.2. The logging of calls, queries and/or complaints shall be directed to the Neotel Enterprise Service Desk using any of the following:

TELEPHONE NO.	E-MAIL
+27 11 585 0652 (outside of South Africa) 080 11 11 636 (within South Africa only)	<a href="mailto:EnterpriseService@neotel.co.za">EnterpriseService@neotel.co.za</a>

- 7.3. Should a call logged in accordance with clause 7.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to [service.management@neotel.co.za](mailto:service.management@neotel.co.za), which is managed during Business Hours.
- 7.4. In addition, the Customer shall be entitled to approach an assigned Neotel account manager if the feedback or progress on the outage resolution is not satisfactory.
- 7.5. Neotel 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. Neotel shall use reasonable endeavours to perform the following actions and shall provide the reports (as applicable) detailed in the following table:

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

- 7.6. In the event that Neotel attends to a Service fault and/or Service outage (“Fault”) reported by the Customer, and Neotel subsequently establishes that the Fault was not due to any fault on the Neotel Network and/or Neotel infrastructure deployed in the delivery of the Service, Neotel shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at Neotel’s current standard rates and charges at the time of the incident.

## 8. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 8.1. To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty days after the end of the month during which the event occurred which gave rise to the claim for Service Credit.
- 8.2. For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Neotel. If the Customer does not initiate a trouble ticket with Neotel, Neotel shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive Service Credits for the non-compliance.
- 8.3. The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties’ internal records and Neotel’s trouble ticket.
- 8.4. In no event shall the total amount of all Credits issued to the Customer per month exceed twenty five percent (25%) of the MRC invoiced to the Customer for the affected Service for that month.
- 8.5. Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than MRC.
- 8.6. Service Credits are processed quarterly and are passed as a credit against the Customer’s next invoice. If Neotel approves the claim, Neotel shall notify the Customer of the value of Service Credits to which the Customer will be entitled.
- 8.7. Any Service Credits calculated on the basis of a month shall be calculated with regard to a month being deemed to begin at 12:00am S.A. Time on the first day of a calendar month, and ending at 11:59pm S.A. Time on the last day of the applicable calendar month.
- 8.8. Neotel’s failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer’s sole remedy and Neotel’s sole liability for any such failure or corresponding degradation, interruption or loss of Service.

## 9. SERVICE PROVISIONING

- 9.1. Neotel shall provision any and all aspects pertaining to the enablement of the Customer's contracted services:
- 9.1.1. are restricted to the platform from which the Services are run; and
  - 9.1.2. excluding any individual end user and/or mailbox creation.
- 9.2. Within seventy two (72) hours of completing the provisioning for the applicable Service, Neotel will provide a Service Handover Form 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 Neotel regarding the Service.
- 9.3. 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.
- 9.4. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Neotel of such fault in writing.
- 9.5. The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the Service configuration diagram in the COF for the Service have not been met. If the Customer notifies Neotel of its non-acceptance, further tests of the Service shall be conducted and a revised Service Handover Form shall be provided to the Customer.
- 9.6. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.

## 10. SERVICE TERMINATIONS – EARLY TERMINATION COSTS

Notwithstanding any early termination provisions set out in the Agreement, the termination fee for the Terminating Services which are specified as Customer Specific Services in the relevant COF or where the Service either originates from or terminates at an international location shall be calculated as at the Termination Date and shall be equal to 100% of the MRC for the remainder of the Contract Term thereof.