

Universal Phone Company (Pty) Limited

And

«Customer»

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT (“MSA”) has been made and entered into on this xxxx day of xxxx, 2022

by and between

(1) Universal Phone Company

a company incorporated in **the Republic Of South Africa** (registered number **2005/008833/07**) whose registered office is at 144 Western Service, Woodmead, Sandton, South Africa (the providing entity, being “**Universal**”) ; and

(2) «Customer», a company incorporated in «**Country**» (registered number «**Reg no**») whose registered office is at «**Address Line 1**», «**Address Line 2**», «**Address Line 3**», «**Post Code**» (and its affiliates to the extent designated on an Order) (“**Customer**”)

whereas:

(A) Universal and Customer are collectively referred to herein as the “Parties” and sometimes individually referred to herein as a “Party.”

(B) This MSA together with the relevant Orders and Service Schedules (each as defined below and which shall be deemed incorporated by reference and made part of this MSA), sets out the terms and conditions upon which Universal will provide to the Customer certain services as defined in one or more Service Schedule(s) and one or more Order(s)

In consideration of the mutual covenant and obligations contained in this MSA, the Parties

HEREBY AGREE AS FOLLOWS:

DEFINITIONS

Unless the context otherwise requires, words used in the singular include the plural and vice versa.

Reference to persons includes bodies corporate, unincorporated associations and partnerships and vice versa.

Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

References to a clause, a Schedule or a party are references to a clause of, a Schedule to and a party of this Agreement.

Any phrase introduced by the terms “without limitation”, “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

“Acceptable Use Policy”	means the document at Appendix A of this Master Services Agreement
“Acceptance”	means acceptance of the Service by the Customer in accordance with Clause 3.5 and “Accepted” shall be construed accordingly.
“Affiliate”	means in relation to a party means any other person controlling, controlled by or under common control with that party where “control” and related terms means the ability to direct the affairs of the relevant party or person whether by means of the holding of shares, or the possession of voting power, by virtue of any powers conferred by its constitutional or corporate documents, or otherwise;
“Agreement”	and each “Agreement” hereunder means this MSA and the GTC incorporated herein, the AUP, the applicable Service Schedule (as indicated in the Order), the applicable Service Rate Card, the Order (including any special conditions set out in the Order).

“Business Day”	means 9am to 5pm (GMT +2.00) any Monday to Friday excluding public holidays in the jurisdiction where the Service is to be provided, and if the Service is provided in multiple jurisdictions shall be interpreted by reference to the jurisdiction of incorporation of Universal.
“Call Charges”	means the charges for switched or internet protocol telecommunication services payable in accordance with Clause 4 and specified in the Service Rate Card.
“Charges”	means all Call Charges, Service Charges and Installation Charges payable by the Customer to Universal for a Service as set out in, or calculated pursuant to, this Agreement (or specified in the applicable Rate Notification) together with any other monies owing by the Customer to Universal.
“Confidential Information”	means all information about the business, finances, technology and affairs of the other party, regardless of its nature, and the contents of the Agreement.
“Committed Delivery Date”	means the date on which Universal shall deliver the Service to the Customer, as notified to the Customer by Universal.
“Customer Equipment”	means any equipment, systems, cabling and facilities operated by or on behalf of the Customer or any End-User and used in connection with the Service.
“Demarcation Point”	means the endpoint IP address, the optical distribution frame or other termination point (as identified in the Order) signifying the physical or network boundary between: (i) the Universal Network or Universal Equipment; and (ii) the network to which the Service is to be connected.
“EECC”	means the Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code.
“End-User(s)”	means any person(s) to whom the Customer resells or otherwise makes available the Service.
“Electronic Signature”	means an equivalent form of signature complying with the U.S. federal ESIGN Act and UETA, as well as international laws and statutes including European Union Regulation No 910/2014 on electronic identification and trust services (eIDAS)
“Event of Insolvency”	means in relation to a party: (a) such party ceasing, or threatening to cease, to carry on business; (b) a liquidator, receiver, administrative receiver or similar officer being appointed over any of the assets or business of that party; (c) such party passing a resolution for its winding-up, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity assumes all liabilities of such party; (d) such party entering into a voluntary arrangement with its creditors generally or any class of its creditors; (e) such party being or becoming unable to pay its debts as they fall due; or (f) such party being subject, under any foreign law, to any event that is similar or analogous to any of the foregoing.
“Existing Services”	means any existing services identified in Annex A- Service Schedule which are provided by Universal or its Affiliates to the Customer prior to the date hereof, and which the Customer agrees will continue to be provided by Universal in accordance with and subject to this contract;
“Fault”	A fault is any impairment or condition that may exist which causes an interruption in the delivery of the Service, loss of Service, or partial loss of Service. Faults may occur within infrastructure of the Service delivery network, with the Service itself, or may exist within the Customers infrastructure.
“Force Majeure Event”	means any cause or circumstance beyond a party’s reasonable control including acts of God, war, acts of terrorism, riot or civil commotion or industrial dispute not involving the employees of such party, laws or restrictions imposed by any

governmental or judicial authority, acts or omissions of third parties, including other providers of telecommunications services, any cuts in any submarine telecommunications cables and any power outage or interruptions of other utility services.

“GTC”	means the general terms and conditions as set out herein.
“Initial Service Term”	means the minimum term of the Agreement as specified in the Order.
“Installation Charge”	means the charge for the installation of the Service (including any Service Equipment) payable by the Customer to Universal,
“In Service Notification”	means the notification provided by Universal confirming that the Service is (i) operational and free of any Fault or (ii) is, in the opinion of Universal, capable of operation and subject only to matters within the control of the Customer, in which case the notification shall itemize those matters.
“Intellectual Property Rights”	means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, trademarks, service marks, trade names, registered designs, database rights, domain names and any applications for the protection or registration of such rights and all renewals or extensions thereof throughout the world.
“MRR”	means the monthly recurring charges payable by the Customer for the Service, as specified in the Order.
“NOC”	means network operations centre, a group of Universal employees or agents whose function is to monitor the integrity and performance of the Universal network.
“NRR”	means any non-recurring fee (other than Installation Charge) payable by the Customer for the Service, as specified in the Order.
“Order”	means any order for the Service given by the Customer and accepted by Universal in accordance with the terms of the Agreement, and “Ordered” shall be construed accordingly.
“Personal Data”	has the meaning ascribed to it in the Art. 94 GDPR and its national implementing legislation.
“Rate Notification”	means the notifications or notices issued periodically to update the Call Charges or Charges for the Service(s).
“Relevant Data”	shall include, but not be limited to data transmissions (including the originating and destination numbers, domain names and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing, or maintenance of the transmission).
“Requested In Service Date”	means the date by which the Customer has requested the Service should be operational, as set out in the Order.
“Service”	means the data communications and/or telecommunications service provided by Universal to the Customer as described in the Order and any Existing Services.
“Service Credits”	means a credit the Customer shall be entitled to in accordance with the Service Schedule.
“Service Charges”	means the recurring periodic charges payable by the Customer to Universal in respect of the provision of a Service as specified in the Service Rate Card.
“Service Equipment”	means any equipment, systems, cabling and facilities (including any software comprised therein) supplied by Universal to the Customer as part of and/or in conjunction with the provision of the Service.

“Service Levels”	means the service level agreement governing the quality of the Service set out in the Service Schedule at Appendix B – Universal Service Level Agreement
“Service Schedule”	means the schedule of additional terms and conditions for the provision of the specific Service ordered by the Customer as referred to in the relevant Order and appended herein as Annex A - Service Schedules.
“Site(s)”	means the site, premises or other location, including any third-party termination point, to or at which the Service is provided, and “Customer Site” shall mean any such site as is owned or operated by or on behalf of the Customer or any End-User.
“Software Service”	means a mechanism to permit the exchange of data between applications for the purposes of providing the Service. The mechanism can be manifest in the form of, but not limited to, Web Services or Application Program Interface protocols and communication specifications.
“Tail Circuit”	means the physical connection (local access circuit) connecting the Universal Point of Presence to the relevant Site.
“Universal Equipment”	means the Universal equipment located in a Universal Point of Presence from which the Service shall be delivered to the Customer.
“Universal Network”	means the data communications and telecommunications system which Universal or its Affiliates has the right to run under applicable law.
“Universal Point of Presence”	means a Universal point of presence on the Universal Network, connection to which is required for Universal to provide the Service.

1. Provision of the Service.

1.1. Use of Services

- 1.1.1. The Customer warrants that it is an Electronic Communications Network (as defined in Article (2)(1) of the EECC and that, other than *de minimis* use for its own purposes, is not a user or end user (which for the purposes of this Clause 1.1.1 is as defined in Article 2(13) – 2(14) of the EECC). In making any *de minimis* use for its own purposes, the Customer warrants and procures that it shall not attempt to avail itself of any entitlement or right that accrues to users or end users, as defined in the EECC, or their equivalents in any jurisdiction.
- 1.1.2. Universal shall have the right, without liability or notice to the other party, to suspend the Services (in whole or in part) if:
- 1.1.2.1. the other party engages in activities which, in the reasonable opinion of the other party, are unlawful or may cause disruption or damage to its system; or
 - 1.1.2.2. the use of the Service constitutes an infringement, or is considered by Universal to be contributing to a breach of Universal’s Acceptable Use Policy; or
 - 1.1.2.3. Universal is aware of or has reasonable grounds to suspect any abuse (including fraudulent use) of the Services; or
 - 1.1.2.4. Universal is properly required to do so by applicable law, regulatory or governmental body to which it is subject or reasonably submits; or

- 1.1.2.5. Universal considers (in its sole discretion, acting reasonably) that the Customer is using the Services in a manner which may bring Universal (or its suppliers, employees, agents, or partners) into disrepute.
- 1.1.3. Each party acknowledges and agrees that the other party has no obligation to monitor or actively seek facts or circumstances indicating any abuse or illegal activities.
- 1.1.4. Any exercise of such right of suspension shall not relieve the other party of its obligation to pay all amounts due under this Agreement or otherwise to comply with the provisions of this Agreement nor prejudice the suspending party's right subsequently to terminate this Agreement or to cancel the Services.
- 1.1.5. Universal shall provide the Service and the Service Credits on the terms and conditions set out in, and for the duration of, the Agreement and the Customer agrees to use the Service on the terms and conditions set out in the Agreement and the AUP.
- 1.1.6. In the event of conflict between any of the terms of the Agreement, the conflict shall be resolved according to the following order of priority: (i) any terms and conditions in the Order; (ii) the Service Schedule(s); then (iii) these general terms and conditions ("**GTC**").
- 1.1.7. After, and notwithstanding the acceptance of an Order, Universal shall be entitled to change the terms, specifications, or conditions applicable to a Service for bona fide operational reasons (including changes made in consequence of governmental, regulatory, or third-party action). Universal shall give at least twenty-one (21) calendar days' notice of any such change to the Customer, except where such changes are being made as a consequence of governmental, regulatory or third-party action, in which case Universal shall give as much notice as is reasonably practicable in the circumstances. In the event that any such changes materially adversely affect the provision of the Service then the Customer may (save where such change is as a consequence of government, regulatory or third-party action), within fourteen (14) calendar days of receipt of notice by Universal of such changes, terminate in writing the affected Service without penalty. If no such notice is given by the Customer, the change shall be deemed accepted.
- 1.1.8. Universal may make reasonable changes to the terms of the Acceptable Use Policy at any time and such changes shall apply to all Services. For the avoidance of doubt, any such change shall not give rise to any right of termination under clause 1.1.6.
- 1.1.9. Universal agrees to provide the Service(s) in accordance with the Service Levels set out in the Service Schedule.

1.2. Service Credits

- 1.2.1. In order to claim any Service Credits, the Customer must have paid all sums due to Universal under the Agreement and must submit a request in writing for reimbursement within twenty (20) Business Days at the end of the calendar month in which the alleged breach of any Service Level has occurred.
- 1.2.2. The Customer shall, in respect of each such request, provide to Universal such information regarding the alleged breach as Universal may reasonably request.
- 1.2.3. The Customer's sole and exclusive remedy for a deviation from the Service Levels is the Service Credits as set out in the relevant Service Schedule. The Customer agrees that the compensation provided under the Service Schedule represents a reasonable estimate of all of its losses and Universal shall have no further liability whatsoever to Customer for the failure to achieve or maintain the Service Levels. Customer shall not be able to claim for more than one failure to meet a target arising from the same occurrence.
- 1.2.4. All Service Credits shall be granted by way of a deduction from the Charges included in the Customer's next invoice.
- 1.2.5. The aggregate monetary amount of Service Credits per month is limited to 50% of the MRR for the Service during that month (excluding any variable or usage-based charges).

- 1.2.6. Service Credits will not be payable by Universal to the Customer for a failure to meet a Service Level that:
- 1.2.6.1. is caused directly or indirectly by any act, omission, or default of the Customer or of any third party or which occurs during any cure period of a notice served under this agreement or any period of suspension of a Service; or
 - 1.2.6.2. is due to a failure of power, equipment or services provided by the Customer or any third party for or on behalf of the Customer (including any provider of a Tail Circuit), in which case, Universal shall coordinate with such provider to endeavor to cure the failure as quickly as practicable; or
 - 1.2.6.3. occurs during any period in which Universal is not given access to the Customer Sites; or
 - 1.2.6.4. occurs due to a Force Majeure Event; or
 - 1.2.6.5. is due to scheduled maintenance and repair; or
 - 1.2.6.6. is due to any Fault on the Customer's side of the Demarcation Point; or
 - 1.2.6.7. results from Universal implementing an instruction or variation from the Customer for a change of whatever nature in the Service; or
 - 1.2.6.8. occurs during any period when the Customer declines to allow Universal to test or repair the relevant Service or continues to use the Service on an impaired basis.

1.3. Service Performance

- 1.3.1. The measurement of Service performance shall be based on Universal's own measurements of the core performance of the Universal Network (acting reasonably and in good faith) and excludes any performance in relation to third party access or network infrastructure.
- 1.3.2. A period of Service non-availability will commence at the time a Fault is first reported to Universal by the Customer representative in accordance with the Fault Reporting Procedures, or when the Fault is first identified and recorded by Universal, whichever occurs first.
- 1.3.3. The period of Service non-availability shall end upon the Customer representative being advised by Universal that Service is available or, in the event that Universal is unable to contact the Customer representative, then from the time logged by Universal that the Service is available.

2. Duration of Agreement

- 2.1. The Agreement shall come into effect only when an Order is accepted and signed by Universal.
- 2.2. The Initial Service Term shall commence upon Acceptance.
- 2.3. On expiry of the Initial Service Term, the Agreement shall continue in full force and effect until terminated by either party providing thirty (30) calendar days written notice.

3. Delivery

- 3.1. After the Order is accepted, Universal shall use all commercially reasonable endeavors to provide the Service by the Requested In-Service Date. Universal shall notify the Customer of the Committed Delivery Date as soon as is reasonably practicable following acceptance of the Order.
- 3.2. The Service shall be provided by Universal to the relevant Demarcation Point(s). The Customer shall ensure the Customer side of the Demarcation Point (including any equipment provided by the Customer) meets all technical specifications included in the Order or as otherwise specified by Universal.
- 3.3. Where the Demarcation Point is within a Site owned or occupied by Universal, then the Customer shall comply with the access and operating procedures of that Site or any other procedures that may be notified to the Customer. Where the Demarcation Point is in a non-Universal location, to enable Universal to deliver the Service, the Customer shall: (i) provide to Universal the Site and demarcation information reasonably required by Universal; (ii) at its own expense prepare the Site in accordance with Universal's reasonable instructions and in accordance with all applicable health and safety requirements; (iii) procure the grant to Universal of access to the Site including obtaining all necessary wayleaves, consents, licenses or other permissions. Where such information or access is delayed, the Committed Delivery Date may be extended by Universal.

- 3.4. Universal shall use all commercially reasonable endeavors to issue an In Service Notification when the Service is ready to hand over. The Customer shall, within five (5) Business Days of receipt of such In Service Notification, notify Universal of any Fault. In the event that a Service is to be provided to multiple Sites, such notification shall specify the Sites which are affected by the Fault, with the Service being deemed Accepted with respect to all other Sites. In the event that Customer notifies Universal of a Fault then, as the Customer's sole and exclusive remedy, Universal shall use all commercially reasonable endeavors to rectify the Fault and either provide the Customer with a new In-Service Notification or reconfirm the previous In Service Notification.
- 3.5. The Service shall be deemed Accepted by the Customer upon; (i) the expiry of the five (5) Business Days period referred to in Clause 3.4 where no notification of any Fault has been made by the Customer; or (ii) reconfirmation by Universal of an In-Service Notification in accordance with Clause 3.4; or (iii) where no In Service Notification has been issued, upon the date the Customer first uses the Service.
- 3.6. Where Universal is solely responsible for the delay in meeting the Committed Delivery Date, then Universal shall provide the Customer with applicable Service Credits as defined in the Service Schedule.
- 3.7. The Customer acknowledges that Universal may use Affiliates or subcontractors to provide a Service (or any part thereof).
- 3.8. Universal acknowledges that, subject to the Customer's compliance with the obligations and undertakings set out in clause 6 the Customer may resell a Service to any third party provided that any such third party agree to comply fully and completely with all Customer's obligations under this agreement.

4. Charges, Payment, Credits

- 4.1. In consideration for the provision of the Service, the Customer agrees to pay the Charges in accordance with the Agreement.
- 4.2. The Charges shall be payable by the Customer to Universal however they may be incurred. This includes, but is not limited to,
 - 4.2.1. unauthorized access to the Services, including unauthorized access by a third party.
 - 4.2.2. fraud.
 - 4.2.3. arbitrage.
 - 4.2.4. Runaway or rogue processes on the Customer's equipment or other equipment connected to the Customer's network.
 - 4.2.5. A failure by the Customer to collect any amounts due to it.
- 4.3. The Charges shall accrue from the earlier of (i) Acceptance, and (ii) the In-Service Notification Date (if Universal has, in its In Service Notification, indicated matters within the control of the Customer delaying the delivery of the Service). Charges shall be invoiced in advance (unless otherwise agreed in writing) at the frequency and currency identified in the Order, and if not so identified shall be paid monthly in advance. Call Charges shall accrue from the date on which the Customer commences use of the Service and shall be invoiced by Universal monthly in arrears. All invoices shall be paid within [thirty (30)] calendar days of the date of invoice without deduction or set-off. Charges may be pro-rated, based on a calendar month.
- 4.4. Unless otherwise stated in the Rate Notification, the billing of all calls is based on an initial billing interval of one (1) second and subsequent billing intervals of one (1) second each.
- 4.5. All Charges are exclusive of VAT and all other relevant taxes, each of which shall be for the account of the Customer. Save with respect to Call Charges, Universal shall be entitled to increase the Service Charges on thirty (30) calendar days' notice, such notice to take effect on or at any time after the expiry of the relevant Initial Service Term.

- 4.6. Universal shall be entitled to change the Charges in the case of increases, by providing to the Customer thirty (30) calendar days' or, in the case of decreases, by providing to the Customer forty-eight (48) clock hours prior notice. The notice to be sent by email to the Customer's nominated contact details provided in the Order Form.
- 4.7. If the Customer fails to fully pay a valid invoice due under the Agreement, Universal may charge interest at the Prime Lending Rate as determined by the South African Reserve Bank (SARB). Such interest shall be payable immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, and such interest shall accrue and be compounded on a daily basis.
- 4.8. The Customer may be subject to a credit check at any time, and where (i) the Customer has suffered a material negative change in its financial or trading condition; or (ii) the Customer has a credit rating which Universal reasonably considers to be unsatisfactory; or (iii) the Customer has failed to make payment to Universal of any undisputed amount when due; Universal may request a deposit or bank guarantee in a form approved by Universal and in an amount equal to (3) three months Charges which Universal might reasonably expect the Customer to incur in respect of the provision of the Service. Such deposit or bank guarantee is to be received by Universal within seven (7) calendar days of request, and deposits shall not carry any interest. The Customer acknowledges that any failure by it to comply with any reasonable request from Universal pertaining to a bank guarantee or deposit shall constitute a material breach of the Agreement which is not capable of remedy.
- 4.9. In the event of any breach of Clause 4.1, Universal shall be entitled to set off any sums owing to it under the Agreement against any deposit or bank guarantee provided pursuant to Clause 4.7.
- 4.10. Nothing in this Agreement shall prevent the Parties from entering into a netting agreement (either relating to this Agreement or other agreements between the Parties) where mutual payment obligations are consolidated into a single net payment providing that both Parties agree in writing to a mutually acceptable mechanism by which agree a single net payment.

5. Disputes

- 5.1. If the Customer wishes to dispute any invoice or part of an invoice falling due in accordance with clause 4.1 it shall do so in good faith and shall, before the invoice is due for payment, deliver a notice (together with supporting documentation, as appropriate) to Universal setting out the nature of its dispute, including:
 - the date and number of the disputed invoice;
 - the amount in dispute; and
 - the reason for the dispute.or be deemed to have waived all rights to dispute the invoice.
- 5.2. The Customer will pay any undisputed part of a disputed invoice in accordance with clause 4.1 and this undisputed payment will not be part of any future dispute.
- 5.3. Dispute resolution shall be negotiated in good faith, and if the dispute cannot be resolved within thirty (30) calendar days of the date of the invoice, either party may refer the dispute to arbitration.
- 5.4. The agreement recognizes two types of disputes:
 - 5.4.1. Minute Dispute – The disputing Party must provide the billing Party with an electronic copy of the type of minute dispute being issued. All minute disputes shall be in the form of a flat text file and must be accompanied by a call detail record from the billing Party's call detail records supporting the alleged erroneous calls or minute duration variances.
 - 5.4.2. Rate Dispute – The disputing Party must provide documentation identifying the time period, appropriate rate/code, total minutes and amount in dispute for each country and documentation detailing the rate/code agreed upon and/or call detail records to support the claim.

- 5.5. The Parties shall co-operate to investigate promptly any dispute concerning the accuracy of any billing data recorded by either Party's network, or as to any other amount payable under this agreement. If the disputed amount is less than 1 (one) percent of the total (excluding VAT) of the relevant invoice, the total amount invoiced shall be due and payable on or before the due date. If the amount in dispute is more than 1 (one) percent of the total (excluding VAT) of the relevant invoice, the amount disputed may be withheld until the dispute is resolved. Each party shall respond to the requesting party no later than 10 calendar days following each request.
- 5.6. Any failure on the part of the Customer to recover its charges from any End-User shall not, for the avoidance of doubt, excuse, whether in whole or part, the Customer's payment obligations under clause 4.
- 5.7. Charges may be applied on a pro-rata basis.

6. Maintenance

- 6.1. Universal reserves the right to perform any emergency, routine or scheduled maintenance that may limit or suspend the availability of the Service and shall, where practicable, provide reasonable notice of emergency maintenance, and provide 14 calendar days notice of such routine or scheduled maintenance where feasible.
- 6.2. Universal shall use all commercially reasonable endeavors to ensure that maintenance activity is undertaken in such a way as to minimize any disruption to the Service. Any suspension in the availability of the Service due to maintenance by Universal shall not be deemed to be a breach of any of its obligations under the Agreement.
- 6.3. Upon notification by the Customer of a Fault after Acceptance, Universal shall use all commercially reasonable endeavors to repair the Service. Universal may invoice as Charges any costs associated with any maintenance or repair related to the provision of the Service to the extent that such maintenance or repair resulted from: (i) any act or omission of the Customer (including any contractor, supplier, or other agent of the Customer) or any End-User; (ii) any failure or malfunction of Customer Equipment or on the Customer side of the Demarcation Point.
- 6.4. In the provision of the Service, Universal will exercise the reasonable skill and care of a competent telecommunications operator. Except as expressly set out in the Agreement, all warranties, representations, or agreements with respect to the provision or performance of the Service, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded, to the fullest extent permitted by law.

7. Customer Obligations and Undertakings

- 7.1. In connection with its resale of any Service and/or its provision to any End-User, the Customer warrants and undertakes that it shall:
 - 7.1.1. resell the Service in its own name and for its own account.
 - 7.1.2. not hold itself out or otherwise represent itself as being authorised to enter into any contract with respect to the provision of a Service on behalf of Universal or any Universal Affiliate.
 - 7.1.3. be responsible at all times for reporting to Universal any Faults or other problems that may arise in connection with the provision of the Service to or its use by, any End-User; and
 - 7.1.4. ensure that no provision is included in any contract with an End-User which purports to give a person who is not a party to the Agreement the right to rely upon or enforce any term thereof against or in relation to Universal.
- 7.2. The Customer warrants and undertakes that with respect to the use of the Service it, and the End-Users, shall: (i) not violate any applicable law, rule or regulation; (ii) not infringe, transmit or publish content that infringes, the rights of others, including without limitation, any Intellectual Property Rights of any third party; (iii) not act in a manner which is likely to cause impairment of, or interference to, the operation of the Universal Network or the use thereof by Universal or any third party; (iv) not act in a manner which is likely to result in Universal having any liability to any third party; (v) comply with the AUP; and (vi) comply at all

times with any operating procedures and any other interconnection requirements of Universal as may be notified to it from time to time.

- 7.3. The Customer warrants and undertakes that with respect to any Service Equipment located at a Customer Site, it, and the End-Users, shall: (i) not modify, move, relocate or in any way interfere with such Service Equipment; (ii) not cause the Service Equipment to be repaired, serviced or otherwise attended to except by an authorized representative of Universal; (iii) insure and keep insured all Service Equipment; (iv) not remove, tamper with or obliterate any words or labels on the Service Equipment; (v) not create or allow any charges, liens, pledges or other encumbrances or security interests whatsoever to be created over or in respect of the Service Equipment; (vi) use the Service Equipment only for the purpose of receiving the Service from Universal and in accordance with such reasonable instructions as may be given by Universal from time to time; and (vii) permit Universal to inspect or test the Service Equipment at all reasonable times.
- 7.4. Without releasing the Customer from any of its obligations hereunder, the Customer shall in each contract with any End-User in which it resells or otherwise makes available the Service, include terms (and enforce the same) which shall have the effect of requiring such End-User to give undertakings on terms identical to those set out in clauses 7.2 and 7.3.
- 7.5. The Customer shall indemnify and hold harmless Universal from and against all claims, demands, actions or proceedings brought by third parties against Universal or an Affiliate in respect of or arising directly, or indirectly: (i) out of or in connection with this Agreement; (ii) from the use of the Service or (iii) from the Customer reselling or otherwise making available the Service to a third party.

8. Improper Payments

- 8.1. Customer warrants that in connection with the provision of the Services it has not paid, offered, promised, or authorized the payment, nor shall it in the performance of this Contract pay, offer, promise, or authorize the payment, directly or indirectly through any other person or entity, or any monies or anything of value to (i) any person or entity employed by or acting for or on behalf of Universal or (ii) any government or public official or employee, or any political party or candidate for political office, for the purpose of inducing or rewarding any action by the Customer or by any government entity or public official or employee favourable to the Customer (any such act being an “**Improper Payment**”). If the Customer breaches its obligations under this Clause, Universal may (without limiting any other right it may have), notwithstanding any other provision of the Contract to the contrary, immediately terminate the Contract, in whole or in part. The Customer shall be responsible to and shall indemnify Universal for any and all damages, costs, expenses, and losses incurred by Universal as a result of such Improper Payment and such termination.
- 8.2. The Customer warrants and undertakes to Universal that:
 - 8.2.1. it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give to any person any bribe on behalf of Universal or otherwise with the object of obtaining a business advantage for Universal or otherwise;
 - 8.2.2. it will not engage in any activity or practice which would constitute an offence under any applicable Anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom’s Bribery Act 2010 and Canada’s Corruption of Public Officials Act, and that it shall not cause Universal to be in breach of any of the applicable Anti-bribery and corruption laws;
 - 8.2.3. it has and during the term of this Agreement will maintain in place its own policies and procedures to ensure compliance with any applicable Anti-bribery and corruption laws;
 - 8.2.4. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Persons**”) in connection with this Agreement complies with this clause;
 - 8.2.5. it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this clause;
 - 8.2.6. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement;

- 8.2.7. from time to time during the term of this Agreement, at the reasonable request of Universal, it will confirm in writing that it has complied with its undertakings under this clause and will provide any information reasonably requested by Universal to demonstrate such compliance;
- 8.2.8. it will report to Universal as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Customer from Universal or any other person in connection with the performance of this Agreement; and
- 8.2.9. it will notify Universal as soon as practicable of any breach of any of the undertakings contained in this Section of which it becomes aware.

9. Termination and Suspension

- 9.1. The Customer may terminate the Agreement for convenience: (i) prior to Acceptance by paying any NRR or Installation Charge (as specified in the Order) whichever is the greater, plus fifty percent (50%) of the aggregate MRR due in respect of the Initial Service Term; (ii) during the Initial Service Term by paying 100% of the MRR that would be due as from date of termination to the end of the Initial Service Term. The Customer shall also be liable, in any event of termination under this Clause 9.1, for any and all third-party costs or cancellation charges.
- 9.2. Universal may at its sole discretion and without prejudice to any other rights that it has under the Agreement, suspend the Service with immediate effect in the event of: (i) late payment of Charges by more than 10 Business Days; (ii) reasonable suspicion of fraud or illegal use of the Service or for any other violation of the Agreement; (iii) restriction of access by the Customer or its subcontractors or agents, to Universal or its subcontractors in contravention of the provisions of the Agreement; (iv) government, regulatory or third party changes which materially impact the provision of the Service; (v) such suspension being, in Universal's reasonable opinion, necessary to comply with an order, instruction or request of a judicial or other public authority, including emergency service organizations; (vi) an Event of Insolvency in respect of the Customer.
- 9.3. Where Universal suspends the Service as a consequence of the breach, fault, act or omission of the Customer, then the Customer shall continue to pay Charges and shall pay all reasonable costs and expenses incurred by Universal in the implementation of such suspension or any subsequent re-connection of the Service.
- 9.4. Universal may terminate the Agreement with immediate effect upon the Service being suspended for two (2) months or more.
- 9.5. Without prejudice to Universal's rights under clause 9.2, and to the party's other rights and remedies under this Agreement, either party may terminate a contract for a Service:
 - 9.5.1. forthwith by notice if, in relation to such contract, the other party commits a material breach which is incapable of remedy;
 - 9.5.2. forthwith by notice if, in relation to such contract, the other party commits a material breach which is capable of remedy but which such other party fails to remedy within twenty-one (21) calendar days' of having been notified of such breach;
 - 9.5.3. on thirty calendar (30) days' notice, such notice to take effect on or at any time after the expiry of the relevant Initial Service Term;
- 9.6. In the event of termination of the Agreement, all accrued Charges not yet invoiced shall become due and shall be immediately payable by the Customer on receipt of invoice(s).
- 9.7. Termination of this Agreement shall not affect any rights or liabilities which have accrued prior to the date of termination or the continuance in force of clauses 4, 5, 7, 8, 9, 10, 11, and 14, together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.

10. Liability

- 10.1. Nothing in the Agreement shall limit or exclude either party's liability for fraud, deceit or for personal injury or death arising from their negligence.

- 10.2. Neither party shall be liable, whether in contract, tort (including negligence) or otherwise, to the other party for any indirect, incidental, special or consequential damages, loss of revenue, loss of profit (whether direct or indirect), loss of goodwill, loss of anticipated savings, loss of data or other economic loss, arising from, or relating to, the Agreement or the performance or non-performance of its obligations thereunder, regardless of whether any such loss was known, anticipated or reasonably foreseeable. For the avoidance of doubt, this Clause 10.2 shall not apply so as to release the Customer from any of its payment obligations under the Agreement.
- 10.3. Except as otherwise set out in this Clause 10, in no event shall the liability of Universal in connection with the provision of the Service (whether in contract, tort (including negligence)), exceed: (i) in relation to a single claim or series of related claims, an amount equal to two times the Charges actually paid in respect of the Service during the month preceding the claim or, in the case of the first month of the Initial Service Term, twice the amount otherwise due for that month; and (ii) in respect of Universal's aggregate liability in any twelve (12) month period, the total amount actually paid by the Customer to Universal in respect of the Service during such period.
- 10.4. Except as otherwise set out in this clause, in no event shall Universal be liable (whether in contract, tort (including negligence) or otherwise) for any loss, damage or claim, including any claims for loss of revenue or loss of profit, arising out of: (i) any fault on the Customer side of the Demarcation Point (to the extent that such fault is not caused by any act or omission on the part of Universal); (ii) the resale or anticipated resale of any Service to any End-User; or (iii) the interoperability or interconnection of the Service with applications, equipment or services provided by the Customer or any End-User.

11. Confidentiality

- 11.1. During the term of the Agreement and thereafter, each party agrees to keep all Confidential Information strictly confidential and to use it only for the purposes of the Agreement.
- 11.2. The provisions of this Clause 11 shall not apply to: (i) information that has come into the public domain other than by breach of this Clause 11 or any other duty of confidence; (ii) information already in the possession of the receiving party before it was made known by the other party; (iii) information the receiving party obtained from a third party without breach of this Clause 11 or any other duty of confidence; (iv) information required to be disclosed by law or by any governmental or other regulatory authority; or (v) information that is trivial or obvious.

12. Data Protection and Privacy

- 12.1. Where either party come into possession of Personal Data, both Universal and the Customer shall comply with all current and applicable data protection legislation and shall implement appropriate measures to protect all Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access and against other unlawful forms of processing.
- 12.2. The Customer warrants that it has obtained all legally required consents and permissions for the use, processing and transfer of Personal Data.
- 12.3. The Customer acknowledges and agrees that Universal, its Affiliates and their respective agents and sub-contractors may use, process, or transfer Personal Data and Relevant Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information):
- 12.3.1. in connection with the provision of Services;
- 12.3.1.1. to incorporate Personal Data and Relevant Data into databases controlled by Universal, its Affiliates and their respective agents and sub-contractors for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market, and customer use analysis, and
- 12.3.1.2. to communicate with the Customer regarding products and services of Universal, its Affiliates and their respective agents and sub-contractors by voice, letter or email. The Customer may withdraw consent for such use, processing or transfer of Personal Data and Relevant Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public

authority order, by sending written notice to Universal in accordance with the prescribed form, available from Universal on request.

13. Force Majeure

- 13.1. Except with respect to payment obligations, neither party shall be liable for any failure or delay in performing any obligations under the Agreement (and the time for performance shall be extended accordingly) if and to the extent that the failure or delay is due to a Force Majeure Event.
- 13.2. If such Force Majeure Event continues for at least three (3) months and such Force Majeure Event prevents a party from performing all or a material part of its obligations (except with respect to payment obligations) under the Agreement, either party shall be entitled, on five (5) Business Days' notice, to terminate the Agreement without further liability.

14. Assignment

- 14.1. The Customer shall not assign or otherwise transfer (including, without limitation, a transfer due to a change in control of the Customer) any of its rights under the Agreement without the prior written consent of Universal, which consent shall not be unreasonably withheld. No permitted assignment or transfer shall relieve the Customer of its obligations under the Agreement.
- 14.2. The Customer agrees that Universal may, upon prior notice to the Customer, assign its rights and novate its obligations under the Agreement to any then existing Universal Affiliate and furthermore the Customer shall, upon request and in order to give effect to such novation, enter into a deed of novation with Universal and the relevant Universal Affiliate in a form reasonably required by Universal, whereunder that Universal Affiliate as successor to Universal adheres to the rights and obligations of Universal as set out in the Agreement.

15. Software Services and Software Licence

- 15.1. Should Universal supply the Customer with access to Software Service(s) for use in connection with any Service, then the Customer shall have a non-exclusive, non-transferable, and revocable licence to use such Software Service solely to the extent necessary to use the Service. Such licence shall not entitle the Customer to claim title to, or any ownership interest in, the Software Service (or any derivations thereof or improvements thereto) and the Customer shall execute any documentation reasonably required by Universal to document Universal's existing and continued ownership of, or right to, the Software Service and associated software.
- 15.2. The Customer agrees that it shall not, and shall not permit other persons to:
 - 15.2.1. access the Software Service(s) except as permitted by Universal;
 - 15.2.2. copy the software except as permitted by Universal or as may be reasonably required for back-up purposes;
 - 15.2.3. reverse engineer, decompile or disassemble the software save to the extent that it cannot be prohibited from so doing under applicable law;
 - 15.2.4. sell, lease, licence or sub-licence access to the Software Services and related software, save as provided in clause 15.3;
 - 15.2.5. create, write or develop any derivative software or any other software program based on the licenced Software Service or any Confidential Information of Universal; or
 - 15.2.6. take any action prohibited by the owner of the Software Service and related software.
- 15.3. The Customer shall be entitled to sub-licence the use of the Software Service to any End-User solely to the extent necessary for such End-User to use a Service. As a condition of any such sub-licence, but without releasing it from any of its obligations hereunder, the Customer shall, in each contract with any End-User by which it resells or otherwise makes available the Service, include terms (and enforce the same) which shall have the effect of requiring such End-User to give undertakings on terms identical to those set out in clause 15.2.

16. Miscellaneous

- 16.1. The Customer acknowledges that all Intellectual Property Rights in the Service remain vested with Universal.
- 16.2. The Agreement contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings, or proposals, written or oral, between the parties in relation to such matters.
- 16.3. The parties confirm that, in agreeing to enter into the Agreement, they have not relied on any representation other than those which are set out in the Agreement, and the parties agree that they shall not have a remedy in respect of any misrepresentation which has not become a term of the Agreement. Nothing in this clause shall operate to exclude any liability for fraud.
- 16.4. If at any time any provision of the Agreement is held to be invalid or unenforceable then such provision shall be deemed not to be part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.
- 16.5. Except as expressly provided in the Agreement, a person who is not a party to the Agreement has no right to rely upon or enforce any term of the Agreement.
- 16.6. Nothing in the Agreement shall be construed as creating a partnership, joint venture or agency arrangement of any kind.
- 16.7. Subject to its compliance, as applicable, with clause 11, each party shall be entitled, in connection with its routine marketing and sales activity, to make reference to the relationship between the parties under this Agreement.
- 16.8. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of any such right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Variation

- 17.1. Unless expressly provided for in this Master Services Agreement to the contrary, this Master Services Agreement (including any appendices, annexes, Services Schedules or Orders) may only be varied by the written agreement of the Parties.

18. Notices

- 18.1. Any notice, given or made under this Agreement shall be in writing, signed by an authorized representative and shall be delivered personally or sent by post, email, recorded delivery or courier to the registered address of the party or such other address as each party may notify in writing to the other. Notices, should be sent by electronic communication to the address details set out in the Order.
- 18.2. Any such notice, demand or other communication shall be deemed to have been received:
 - if delivered personally, at the time of delivery;
 - if sent by email, 5:00 pm on the Business Day after the email is sent.
 - if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt;
 - if sent by post, 5.00 pm on the second Business Day after posting;
 - if sent by recorded delivery, 9.00 am on the second Business Day after posting;
 - if sent by airmail, 9.00 am on the fifth Business Day after posting;

19. Governing Law

- 19.1. The Agreement shall be governed by and construed in accordance with Irish law, and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the South African courts in respect of any dispute or matter arising out of or in connection with the subject matter of the Agreement.

20. Counterparts

20.1. This MSA may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of this MSA, Service Schedules, Orders and related documents, and counterparts, and of signature pages and Electronic Signatures, by facsimile or by electronic scanned image shall constitute effective execution and delivery of this MSA. The party delivering any such signed scanned image expressly agrees that it intends to be legally bound as if delivering a signed original of the same document.

Signature Page Follows

IN WITNESS WHEREOF,
by execution of this MSA in the space provided below, the Parties acknowledge and agree with the foregoing terms and conditions

Authorised Signatures -

Accepted and Agreed to:

Signed by a duly authorised representative of
Universal

Signature: _____

Name: _____

Position: _____

Accepted and Agreed to:

Signed by a duly authorized representative of
Customer

Signature: _____

Name: _____

Position: _____

Appendix A - Universal Acceptable Use Policy

Updated JUNE 1, 2019

This Acceptable Use Policy ("**AUP**") sets out how the Service(s) provided by Universal may be used and any prohibitions on the use of the Service(s). Universal may revise this AUP from time to time in accordance with Clause 1.1.8 and the latest version of this document will always be on the Universal web site at www.Universalcom.com. Accordingly, you should consult this document regularly to ensure that your activities conform to the most recent version. Questions regarding this AUP and complaints of violations of this AUP can be directed to support@Universalcom.com. This AUP is incorporated by reference into, and governed by the Customer and Universal MSA or the Service Schedules terms and conditions therein.

In the event of a dispute about whether or not any use of the Service(s) constitutes a breach of this AUP, Universal shall make the final determination at its own discretion (acting reasonably).

Policy

You agree not to use, or allow any End User to use, any of the Universal Services for any of the following prohibited activities:

2. Using the Universal Services to permit any illegal, fraudulent, abusive, or other activity that materially interferes with Universal conducting its business, the provision of Universal Services or otherwise carrying out the activities of Universal.
3. Use of Universal Services to intercept, record or monitor phone calls, messages or other communication without securing consent from the participants to the phone call or other communication as required under applicable laws of the jurisdiction.
4. Violating or facilitating the violation of any law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls, messages and other communications.
5. Carrying out any actions intended to circumvent or compromise any security functions of any of the Universal Services or use the Universal Services in any way that cause, or lead to a security or service risk to Universal or any of its other customers.
6. Using the Universal Services in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension of the Universal Services to you and/or your phone numbers.
7. Re-engineering, or adapting, any of the Universal Services for the purpose of identifying limitations, vulnerabilities of the Universal Service.
8. Using the Universal Services to engage in, or in connection with fraudulent activity, or creating an Artificial Inflation of Traffic ("**AIT**") event that may or may not be linked with fraudulent activities.
9. Permitting or supporting the generation of AIT for transit across the Universal network.
10. Creating a high volume of calls attempts per second, a high volume of messages per second, having a high volume of non-connecting phone calls or short duration calls (i.e., phone calls averaging durations of less than ten (10) seconds).
11. Enabling or launching directed denial of service ("**DDOS**") events using any of the Universal Services or any other actions which would have a material impact on the availability of the Universal Services or cause any impairment to the reliability, or stability of the Universal Services or its network.
12. Distributing any content which carries viruses, spyware, worms or any other script or program intended to be used in a harmful, or unauthorised manner.
13. Using the Universal Services in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes.

14. Using the Universal Services to transmit any material that is, facilitates, or encourages, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Universal reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
15. Using the Universal Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
16. Using the Universal Services to transmit any material or content that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity.
17. Using the Universal Services to collect data about individuals without their explicit consent or under false pretences.
18. Manipulating the identity or creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.

Use of Numbers and IP Addresses.

Universal maybe required to recover phone numbers, or remove number ranges and number types, as well as IP Address and IP ranges from service as directed by regulators or telecommunications providers. Universal will provide notice to you prior to any recovery process or numbering range availability and will advise on your options for a suitable alternative or replacement.

Where phone numbers are subject to regulatory conditions, or subject to rules and restrictions imposed by telecommunications providers, you undertake to ensure all required code of practice conditions, conditions for use, any prerequisite registration of numbers for approval of content will be in place, and such conditions and registrations will be maintained by you.

Compliance with this Acceptable Use Policy

By using the Service, you agree to adhere to the terms of this Acceptable Use Policy. Universal retains the right, but is not obliged, to strictly enforce this policy through any means Universal sees fit including through active investigation, litigation, and prosecution. Universal may also access and disclose any information (including transactional information) related to your access and use of the Service(s) for any lawful reason, including but not limited to compliance with legal or statutory obligations. If Universal determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, Universal may, without incurring liability to anyone, suspend, restrict, terminate, or take any other appropriate action with regard to your Service(s) without any obligation to refund fees paid and Universal reserves the right to take such actions without notice to you.

Appendix **B** - Universal Service Level Agreement

For planned outages work, Universal agrees with the customer that:

1. An Outage window between 24:00 hours to 06:00 hours:

This is to include activities that have the potential to isolate the Customers' own equipment hosted on-site e.g. power maintenance activities (not including standard power maintenance service activities). This will include high level maintenance activities on the main Voice Switching platform that are deemed to have the potential to isolate completely the voice network and traffic.

Notice period: two weeks. (Where possible Universal will aim to rely on a two-week notice period, but in exceptional circumstances this may need to be less).

2. An Outage window between peak business hours traffic: 08:00 hours to 18:00 hours:

Activities to include low to medium level maintenance on Universal Voice and VoIP equipment that has the potential to impact on Customers connections and traffic both ways. This is to include high level routing changes. It is at the discretion of Universal NOC on whether the customer will be informed of such activities, these are deemed as everyday working activities and not planned outages as such.

3. Urgent works and technical failures will be documented and an eventual RFO will be sent to the Customer no later than 24h after the start of the incident. Even if only a provisional update can be communicated in the RFO, this will still happen within 24h from the start of any incident. If a provisional update has been communicated, Universal will continue to update the customer with a provisional RFO until the final RFO is given.
4. If the customer notifies the Universal NOC of technical Issues via the known NOC email address, Universal will reply to the customer within 2 hrs.
5. If the Universal NOC notifies the Customer NOC of urgent technical issues on the Customer's side via the known NOC e-mail address, the Customer will reply to Universal within 2 hours (only if this e-mail was followed up with a telephone call to the know Customer NOC number. The Universal NOC will not take any actions until the Customer NOC has responded.

Appendix C - Universal Phone Co Fault Reporting Procedure

On detection of a Fault by the Customer, it is agreed that the Customer follows the following reporting procedure:

1a. Send an email to the Universal Network Operations Centre listed in the Escalation Contact sheet as Fault Desk - 24/7 – 1st level of Escalation email address.

The content of the email must include, as a minimum, the following information;

- A description of the nature of the fault, meaning a description of how the Service is being affected by the Fault.
- The date(s) and time(s) in UTC when the Fault occurred, or was detected by the Customer.
- The list of affected Service(s) by their identification and type e.g. if the Service is for numbering, then list the numbers affected, if the Service is for trunking then the IP addresses of the affected trunks, if Application Interface Service then the URLs used by the calling application
- any other additional information relevant for investigation of the Fault e.g. last known working date and time, network protocol traces as attachments, log data of application as attachment
- Include contact details of the Customer and affected parties to aid in the investigation of the Fault
- Indicate the severity of the Faults impact on the Service(s) as follows:
 - ◆ Severity Priority (SP1) – Complete outage on the Service, no Service availability
 - ◆ Severity Priority (SP2) – Impaired Service, limited use of the Services
 - ◆ Severity Priority (SP3) - Intermittent Services availability
 - ◆ Severity Priority (SP4) – Suspected Fault, not currently repeatable

1b. The Customer can, as a supplementary action, contact the Universal NOC at the telephone number listed in the Escalation Contact sheet as the Fault Desk - 1st level Escalation contact number, after the email has been sent.

2a. Within 15 minutes, the customer will receive an email response from Universal containing a ticket reference.

2b. In the absence of a response with ticket reference, the Customer will escalate to the Fault-Desk - 2nd level of Escalation as listed on the Contact Escalation sheet, providing the same information as in the initial email

3a. Within 2 hours, the Customer will receive an acknowledgement email of the ticket from an assigned L1 engineer by email, indicating the fault is under investigation.

3b. In the absence of an acknowledgement of investigation the Customer will escalate to the Fault Desk - 2nd level of Escalation as listed on the Contact Escalation sheet.

4a. The Universal Network Operations Centre will continue investigation of the Fault, and the Customer agrees to providing additional information, or executing tests to aid in the Fault diagnosis. At various intervals in the Fault resolution process, the Universal NOC will provide update information on progress. The intervals will vary according to Severity Priority as follows :

- SP1 Faults - between 2 to 4 hours
- SP2 Faults – between 6 to 10 hours
- SP3 Faults – between 12 to 24 hours
- SP4 Faults – between 24 to 72 hours

4b. In the absence of updates in accordance with the Severity Priority interval the Customer will escalate to the Fault Desk - 3rd level of Escalation as listed on the Contact Escalation sheet.

5a. When the Fault has been identified by Universal and resolved, the Universal NOC will send a Fault cleared email to the Customer containing the ticket reference, a Fault description summary and will close the ticket, terminating the fault handling procedure.

5b. If the investigation results in no Fault found, or the Fault has been identified as a Customer's Fault, the Universal NOC will send a no Fault found email to the customer containing the ticket reference and will close the ticket, terminating the fault handling procedure.

Appendix **D** - Universal Phone Co Contact Escalation

Business Address	
Registered Company Address	Universal Phone Company 144 Western Service Road Woodmead, Sandton, 2191 South Africa
Registered Company Number	2007/008833/07
VAT Number	4360230592
Commercial : Main Contact / Title	Account Manager
Name	«Acct mgr»
Email	«Acct_mgr_email»
Telephone	«Acct_mgr_phone»
Commercial : Alternative Contact in absence of Main Contact / Title	Operations
Name	
Email	
Telephone	
Commercial : 1st Level Escalation Title	Commercial Director
Name	Mike Cheek
Email	mike@universalphone.co.za
Telephone	+27 (010) 125 0000
Mobile	+27(082) 889 4234
Finance/ Billing Title	AP/AR
Name	Richard Brown
Email	billing@universalphone.co.za
Telephone	+27 (010) 125 0000
Fax	
Fault desk - 24/7 – 1st level of Escalation	Universal NOC
Email	support@universalphone.co.za
Phone	+27 (010) 125 0000
Fault desk - 2nd level of Escalation Title	Network & Traffic Management
Name	Paul Hirschfield
Email	paul@vca.co.za
Mobile	+27 (083) 339 6666
Fault desk – 3rd level of Escalation Title	Commercial Director
Name	Mike Cheek
Email	mike@universalphone.co.za
Phone	+27 (010) 125 0000
Mobile	+27(082) 889 4234

Annexes

Annex A - Service Schedules

Annex B - Orders

Annex A – Service Schedules

Service	Description	Condition(s)
DDI Numbers	Global	
Hosting	South Africa	
SIP Trunking	South Africa	
SIP Trunking	United Kingdom	

**Universal Phone Company
Service Order**

Order Ref:	CLWW- «Contract_num»	Order Date	«Order_Date»
------------	----------------------	------------	--------------

Customer

Customer:	«Customer»	Account Manager	«Acct_mgr»
Contact	«Contract_Contact»	Telephone	«Acct_mgr_phone»
email	«Contract_email»	email	«Acct_mgr_email»

Service

Item	Description	Qty	Unit	Total
«it1»	«Srv_1» «Srv_1_Description»	1		
«it2»	«Srv_2» «Srv_2_Description»	1		
«it3»	«Srv_3» «Srv_3_Description»			
«it4»	«Srv_4» «Srv_4_Description»			
«it5»	«Srv_5» «Srv_5_Description»			
«it6»	«Srv_6» «Srv_6_Description»			
«it7»	«Srv_7» «Srv_7_Description»			
«it8»	«Srv_8» «Srv_8_Description»			
«it9»	«Srv_9» «Srv_9_Description»			
Sub-Total				

Prices do not include VAT/BTW

Terms : Standard Terms and Conditions of the Master Services Agreement (MSA) apply.

Special notes/terms/conditions for Order:

For Customer	«Customer»	For and on behalf of	Universal Communications Ltd
Name		Name	Ronan Higgins
Position		Position	Commercial Director
Signature		Signature	
Date	01-June-2019	Date	01-June-2019