

## PRODUCT SPECIFIC TERMS – PBX

This document is concluded under the terms of the Master Services Agreement between HUGE and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

Unless the Customer has entered into a reseller agreement with HUGE, resale of the Service is not permitted.

### 1. Definitions

- 1.1. **Access Circuit** – means the physical link (whether wired or wireless) installed at the Customer premises over which data is transmitted to and from the IP-PBX.
- 1.2. **Customer Equipment** – Equipment supplied by the Customer and that is not installed or managed by the HUGE, e.g. network switches.
- 1.3. **Service Equipment** – Equipment approved by HUGE to work in conjunction with the service deployed and is supplied and managed by HUGE.
- 1.4. **Open-sourced** – Open-sourced equipment carries no licensing fees for users and is compatible with all standards-based equipment.
- 1.5. **PBX** – A private branch exchange located on the Customer Site, and includes an IP-PBX. **IP-PBX** is a PBX that is connected to an internet protocol service, either on-site or hosted.
- 1.6. **Proprietary** – proprietary equipment is designed by the same manufacturer where you can expect a similar and familiar user experience with each device.
- 1.7. **SIP softphone client** - is an application program that enables voice over Internet Protocol (VoIP) telephone calls from computing / smart devices.
- 1.8. **CRM systems** – Customer Relationship Management is a system to manage a company's interaction with current and potential customers

### 2. Accuracy of customer information

- 2.1. The Customer will provide HUGE with accurate and up to date information: (i) when completing the Customer Order; and (ii) when Customer contacts the HUGE to report a suspected fault and is asked a standard set of structured questions.
- 2.2. HUGE shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

### 3. Access circuits

- 3.1. The Customer must order (or upgrade where necessary), and retain for the duration of the Service the HUGE internet service (referred to as the "IP service") for the Customer sites for which the Service is ordered.
- 3.2. Unless otherwise agreed with Customer in writing HUGE orders, configures and tests the Access Circuit on behalf of Customer through an agency letter that the Customer provides to HUGE. Should the Customer provide the Customer Equipment to connect its network to the Service Equipment, then the Customer must ensure compatibility with the Service Equipment.
- 3.3. If the Service is delivered in combination with best effort access circuits / services, the following limitations apply:
  - 3.3.1. Due to the nature of best effort access circuits / services, the Service can suffer from reduced call quality.
  - 3.3.2. In case of prolonged call quality issues, the Customer may order an upgrade to an access technology and/or IP Service for which HUGE can commit to call quality. Any additional charges or costs associated with such an upgrade are for the Customer.
- 3.4. Any extra cabling necessary within the Customer site, including but not limited to the connection between the telecommunications equipment entrance point (the "Telco entrance point") and the

Customer's IP connection point, is not included in the provision of the Service and is the sole responsibility of the Customer.

#### **4. Installation and customer requirements**

- 4.1. The Customer agrees to ensure that service staff of HUGE or the provider of the access circuits are given access to the Customer site to install the Access Circuit and any other Service Equipment. The Customer shall state a contact person for the installation of the Access Circuit on the Customer Order. This person shall be available for questions with regard to details of the Customer site and to assist service staff where necessary.
- 4.2. HUGE shall at its own discretion if necessary produce a Customer responsibility document, detailing the Customer site preparation requirements, which will be incorporated by reference in the Customer Order.
- 4.3. Unless quoted for, the Customer is responsible for providing all internal cabling to connect the Customer Equipment to the Service Equipment. Upon Customer request in the Customer Order, HUGE may provide standard internal cabling at an additional charge, provided the Service Equipment and the Customer Equipment are located in the same room within a distance of 15 meters of each other. If the Customer requires HUGE to provide extended internal cabling outside the above limitations, HUGE will perform a site survey to determine if such internal cabling can be provided by HUGE and the additional charges that would be applicable.
- 4.4. HUGE points out that in case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary within the Customer site, in particular the connection between the Telco entrance point and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. The Customer must ensure that the IP Router - if it is not provided by HUGE- and extra cabling are available when the Access Circuit is installed.
- 4.5. Each IP phone will be configured by HUGE in accordance with Customer supplied information for each user and delivered to the Customer. Where the Customer orders "on-site installation" as part of the Service, HUGE will also test each IP phone at the Customer site and install each IP phone on the user desk if required. IP phones provided by the Customer but have been approved by HUGE as acceptable to use on with HUGE systems will be required to be upgraded to the latest firmware in order for the HUGE to auto-provision and maintain the IP phones. Therefore, a service fee will be incurred for Customers own IP Phones to accommodate this.
- 4.6. Unless otherwise requested by the Customer the installation will be carried out from Monday to Friday during local business hours. Additional costs may apply for installations carried out outside of these times.
- 4.7. It is the responsibility of the Customer to ensure that all licence fees are paid to the relevant rights organisations (such as SAMRO or SAMPRA) when music tracks are used for the "music on hold" source.
- 4.8. The following minimum requirements may be required to be supplied by the Customer:
  - 4.8.1. Floor plans must be supplied, as well as the PBX room size. The floor in the PBX room must be covered with anti-static material or preferably raised computer flooring.
  - 4.8.2. Standard foam extinguisher to be provided. No water at all.
  - 4.8.3. At least one wall should be either brick or concrete onto which the wall mounted main distribution frame (MDF) will be fitted.
  - 4.8.4. Space for the batteries or UPS is required in the PBX room or in close proximity.
  - 4.8.5. Minimum clearance of 2.5 m is required between the ceiling and the floor.
  - 4.8.6. The customer must supply a generator for additional back up (if applicable).
  - 4.8.7. 200 kg per square meter, max.
  - 4.8.8. Poles and / or trunking for reticulation must be provided for by the customer. However, HUGE can arrange this as part of the PBX reticulation at an additional cost.
  - 4.8.9. 80 kg per square centimeter spot pressure.
  - 4.8.10. The PBX room must be a secure environment.
  - 4.8.11. Fluorescent double lamp fittings 1800 mm long or similar adequate lighting to be provided.
  - 4.8.12. No water, sewerage or sprinkler pipes to be routed through the PBX room.
  - 4.8.13. Separate circuit breakers must be provided for the PBX system
  - 4.8.14. Clear unobstructed access to the PBX is required at all times for maintenance personnel.

- 4.8.15. Primary power: 220V(176-275V).
- 4.8.16. A building earth (< 3 ohm), separate from the electrical earth, must be provided on a bus bar next to the PBX MDF.
- 4.8.17. Secondary power: -48Vdc (-42Vdc to -58Vdc) for rectifier (if applicable).
- 4.8.18. The doors and windows of the PBX room should be dust proof when an air conditioner is supplied.
- 4.8.19. Frequency 50Hz.
- 4.8.20. PBX, battery and switchboard operators' rooms should preferably be as close together as possible.
- 4.8.21. 1 x 15 amp plug for each of the following:
  - 4.8.21.1. Operator consoles (PC based) if in PBX room.
  - 4.8.21.2. Telephone management system.
  - 4.8.21.3. Voice mail system.
  - 4.8.21.4. Voice logger.
  - 4.8.21.5. Maintenance modem.
  - 4.8.21.6. UPS(s).
  - 4.8.21.7. LAN switch or hub.
- 4.8.22. Network switches provided by the customer must support VLAN's and will be required to be setup by the customer.
- 4.8.23. A separate air conditioner (20° C) must be supplied by the customer.

## **5. Service provisioning and testing**

- 5.1. A minimum of 4 – 8 weeks lead time is required for installations and may vary based on equipment and resource availability, complexity and location of the solution deployment.
- 5.2. The Customer will complete a site survey to determine whether the Customer's network and facilities will support the provision of the Service. For hosted PBX Service, the Customer may complete the site survey or request HUGE to carry out a site survey at the Customer's cost.
- 5.3. Customer should carry out a basic assessment on the Customer's LAN(s) (the "Basic LAN Assessment"), in order to confirm that the Service can be supported. If the Customer delays the LAN Assessment, it may not be carried out until after acceptance of the Customer Order. If HUGE then determines that the LAN Assessment results illustrate that the Service cannot be supported either Party may terminate the Customer Order without penalty except that the Customer will become liable for any termination charges incurred by HUGE as a result of such termination.
- 5.4. The Customer will provide HUGE and/or its subcontractor(s) with such assistance and information as reasonably required to provide the Service.
- 5.5. The Customer agrees to provide HUGE and its subcontractors and their respective employees and agents' access to the Customer sites where any Service is provided (including access to associated equipment) as necessary for HUGE and its subcontractors to provide the Service.
- 5.6. The Customer shall allow, authorize and cooperate with HUGE and/or its subcontractor(s) to perform the following, whether or not on Customer site(s): (i) a follow up site survey, where applicable, to further determine whether the Customer network and facilities will support the provision of the Service; (ii) any applicable preservice testing on local service facilities; and (iii) any other testing involving the provision of the Service, including, but not limited to, post-installation testing.
- 5.7. All final reticulation costs and LAN assessment charges quoted (where applicable) are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to the Customer at the relevant time.
- 5.8. HUGE shall not be responsible for any quality related issues pertaining to the implementation of IP telephony on the customers Local Area Network (LAN) should the Customer not contract for the LAN assessment. The Service level guarantee is subject to the Customer contracting / completing a LAN assessment. For an IP Solution, LAN switches should be manageable and support Quality of Service, have sufficient link speed between switches and support power over ethernet.
- 5.9. HUGE shall take no responsibility for any problems/faults that exist at the Customer's premises that results in any delay or problem that may affect the Services provided by HUGE.

## **6. Activation of service**

- 6.1. The service activation date shall be the date of sign-off by the Customer.
- 6.2. A sign off document will be required to be signed by the Customer as acceptance of the Service. 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 sign-off.

## **7. Customer equipment**

- 7.1. The Customer is responsible for obtaining, installing, configuring and maintaining all Customer Equipment including, but not limited to gateways and firewalls, PC hardware and operating systems, software, wiring, power sources, telephone connections and/or communications service necessary for inter-connection with the HUGE Network or otherwise for use in conjunction with the Service. HUGE will configure and upgrade IP phones that are approved to work on HUGE's systems at a mandatory fee.
- 7.2. The Customer is responsible for ensuring that such Customer Equipment is compatible with HUGE's requirements and continues to be compatible with subsequent revision levels of HUGE-provided equipment, software and services.
- 7.3. HUGE is not responsible for the availability, capacity and/or condition of any Customer Equipment not provided by HUGE.
- 7.4. The Customer is responsible for operation and configuration of its Customers' computer(s) and LAN/WAN.
- 7.5. If the Customer connects any Customer equipment to the Service the Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Service or the equipment or software of HUGE, this Customer, or any third party. Only Customer Equipment approved in writing by HUGE may be connected to or interfaced to the service equipment provided in terms of this agreement.
- 7.6. It is the responsibility of the Customer to ensure that it complies with the notice of termination provisions provided for in the Master Services Agreement. In the event that no notice was received by HUGE, HUGE may, at its discretion and in the best interest of the Customer's system operation, renew the Service Term and acquire an annual license on behalf of the Customer, which costs the Customer shall be held liable for.

## **8. Service Equipment**

- 8.1. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 8.2. In the event that the Customer requires access to the Service equipment management interface, HUGE can under no circumstances be held accountable for the misuse or misallocation of passwords to access the Service equipment by staff or any resources appointed by the Customer. The Customer agrees to accept full responsibility for any changes made to the Service equipment which may result in loss of data, equipment failure and/or damage and acknowledges that such damage to the Service equipment or costs to recover data will be charged to the Customer in full. The Customer also agrees to ensure all staff or resources appointed by the customer to access the Service equipment are sufficiently trained and have the necessary skill / certification to undertake the necessary maintenance on the Service equipment.
- 8.3. If the Customer has elected to rent the Service Equipment, then:
  - 8.3.1. The Service Equipment remains the property of HUGE. Upon end of Service it shall be returned to HUGE. HUGE shall bear the shipping costs for the delivery and return of the Service Equipment.
  - 8.3.2. Risk of loss and/or damage in the Service Equipment is that of the Customer, and the Customer shall ensure that it or its Customer is sufficiently ensured against such risks.
  - 8.3.3. In the event of failure of the Service Equipment, HUGE will repair or replace (at HUGE's discretion) the Service Equipment as per the Service Level Agreement and subject to relevant warranty terms and conditions.
  - 8.3.4. Maintenance will be provided as per the accompanying Service Level Agreement.

8.3.5. The Customer accepts liability for any costs incurred by HUGE as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by Customer's use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by HUGE. The Customer agrees to support the replacement of the Service Equipment according to HUGE's instructions.

8.4. If the Service Equipment is managed by HUGE, HUGE will retain the password for the Service Equipment. Responsibility for the IP configuration of the Service Configuration lies with HUGE. HUGE will make changes to the configuration if requested by Customer. HUGE will retain the version of the configuration installed on the Service Equipment and reinstall this copy configuration if required. HUGE reserves the right to charge a separate installation fee for complex configurations. The contracted Services do not include post deployment installations, moves, adds, changes and deletions of the Service Equipment.

## **9. SIP softphone applications**

- 9.1. Only approved SIP softphone applications may be used in conjunction with HUGE Service Equipment.
- 9.2. HUGE has no control of the networks being used when SIP softphones are utilized and can therefore not guarantee the user experience.
- 9.3. HUGE cannot support the Customer Equipment that the softphone application is installed on.
- 9.4. HUGE does not guarantee service if the software version of the users' smart device is not supported by the SIP softphone
- 9.5. HUGE cannot guarantee quality of service if 3<sup>rd</sup> party Wi-Fi solutions are deployed.
- 9.6. Quality of service is only guaranteed on HUGE dedicated last mile links with a private voice VRF.
- 9.7. VOIP calls made over the internet carry no quality of service or guarantees.

## **10. Security**

- 10.1. Customer acknowledges that the logical and physical security measures in relation to the Services are the sole responsibility of the Customer. Customer agrees that HUGE will not be held liable for any losses arising out of security breaches of the Customer Services.
- 10.2. Without limiting the generality of aforesaid, Customer is aware that IP-PBX's and SIP accounts are known targets for malicious access and abuse. Customer must take all reasonable precautions to protect the SIP account security from being breached by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Customers' PBX. HUGE will not be held liable for any losses arising out of any IP-PBX or SIP accounts that have been compromised.

## **11. Call Recordings by Customer**

- 11.1. If Customer has opted for and activated the call recording function of its PBX, Customer acknowledges that it is fully responsible for the storage and access to such call recordings and shall at all time remain compliant with all applicable data protection laws. HUGE shall in no way be liable for any loss, damage to, or unauthorized access to call recordings.

## **12. Rate of exchange**

- 12.1. All pricing is subject to rate of exchange variations of foreign currency as determined by the authorized distributors of the equipment. Accordingly, HUGE shall be entitled to pass through to Customer any increases directly caused by a change in the exchange rates.

## **13. Deployment costs**

- 13.1. Pricing does not include post deployment installations, moves, adds, changes and deletions.
- 13.2. Any changes to the scope of supply of this agreement will be required to be re-quoted by HUGE and accepted by the Customer prior to implementation.

- 13.3. All final reticulation costs and LAN audit charges quoted (where applicable) are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the Service. Any such changes will be communicated to the Customer at the relevant time.
- 13.4. The Customer premises equipment quoted herein is based on the information available at the time of the contract and may change subject to final site installation requirements or further traffic analysis or traffic volume increase or decrease.
- 13.5. HUGE shall not be responsible for any quality related issues pertaining to the implementation of IP Telephony on the customers Local Area Network LAN should the Customer not contract for the LAN assessment. The Service level guarantee is subject to the customer contracting for the LAN assessment. For an IP Solution, LAN switches should be manageable and support quality of Service, have sufficient link speed between switches and support power over ethernet.

#### **14. Training**

- 14.1. The duration of the post deployment training for Customer is based on the complexity of the solution and will vary from solution to solution.
- 14.2. Post deployment user training is provided for a maximum of 2 hours per site, unless otherwise stated.
- 14.3. Training is limited to the use of end devices or applications provided with the Service Equipment within the HUGE agreement.
- 14.4. A training date and time will be deemed agreed and confirmed by the Customer upon acceptance of a calendar invitation or upon written acceptance of the proposed time and date.
- 14.5. The Customer is responsible to ensure users requiring training are available for training on the agreed date.
- 14.6. Cancellation or changes to the agreed training date must be made to HUGE in writing by the Customer no later than 48 hours before the scheduled training date and time. Cancellations or changes made within 48 hours of the scheduled training date will be forfeited and any new training scheduled will be a billable engagement.
- 14.7. Additional training required after the initial post deployment training has been completed or for users who did not attend the initial session, will be billed on an hourly basis – minimum of 2 hours

#### **15. Integrations**

- 15.1. Unless otherwise stated, no integration costings have been included in the proposal. Precise costings related to the integration into any CRM System can only be provided once a detailed analysis around the scope and requirements have been conducted.

Use of the Service is subject to HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>