PRODUCT SPECIFIC TERMS – VOICE OVER INTERNET PROTOCOL (VOIP)

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**

   Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions.

   1.1. **Access Links** – means the physical link (whether wired or wireless) installed at the Customer premises over which data and voice is transmitted.
      1.1.1. **Contended -** means that multiple users are sharing the same network capacity.
      1.1.2. **Uncontended -** means dedicated service.
   1.2. **Business Hours -** means the hours of 08h00 to 17h00 SAST on all days, excluding Saturdays, Sundays and public holidays in the Republic of South Africa.
   1.3. **CLI –** Caller Line identification.
   1.4. **Domestic Minutes** – Voice calls originating in South Africa and terminating to destinations in South African (includes fixed and mobile destinations).
   1.5. **FTTH** - Fibre to the Home.
   1.6. **FTTB** - Fibre to the Business.
   1.7. **GSM** - Global System for Mobile communications.
   1.8. **ITU-T –** International Telecommunications Union. A body that sets international telecoms standards.
   1.9. **Minimum Billing** – refers to a committed billing value applicable to specific services. HUGE will charge Customers the higher of variable voice billing or minimum billing amount.
   1.10. **PBX** – Private Branch Exchange. A private telephony system used within a company or organization.
   1.11. **SIP** - Session Initiated Protocol is a protocol used in VoIP communications allowing users to make voice calls.
   1.12. **Soft Phone** – An application installed on a mobile phone or desktop computer that allows a user to make and receive VoIP calls.
   1.13. **VoIP** - Voice over Internet Protocol, a protocol used to convey voice calls over data networks. Voice over Internet Protocol, is the transmission of voice over Internet Protocol networks.
   1.14. **WTTH** - Wireless to the Home.
   1.15. **WTTB** - Wireless to the Business.

2. **Installation and Customer Requirements**

   2.1. Unless otherwise requested by the Customer, the installation will be carried out from Monday to Friday during local Business Hours.
   2.2. Additional costs may apply for installations carried out outside of these times.
   2.3. The voice gateway must be located in a secure environment with access to a dedicated protected power source (220VAC).
   2.4. Clear unobstructed access to the voice gateway is required at all times for maintenance personnel.
   2.5. Costs associated to PBX vendor callouts to be borne by the Customer, unless HUGE is the PBX vendor.
   2.6. Only HUGE personnel are allowed access to the voice gateway configuration interface.
   2.7. The contracted Services do not include post deployment installations, moves, adds and changes of the Service Equipment. These requests will be quoted based on customer request.
   2.8. Installation timeframe is dependent upon Access Links. Voice service will be installed within 10 days from the activation date of the Access Link.

2.9. The Service Activation Date shall be the date of sign-off by the Customer or the date the Service is first used, whichever is earlier.

3. Security

3.1. The Customer acknowledges that the logical and physical security measures in relation to the Services are the sole responsibility of the Customer. The Customer agrees that HUGE will not be held liable for any losses arising out of security breaches of Customer Services.

3.2. Without limiting the generality of aforesaid, the Customer is aware that PBX's and SIP accounts are known targets for malicious access and abuse. The Customer must take all reasonable precautions to protect against unauthorised access to the voice Service. HUGE will not be held liable for any losses arising out of fraudulent or unauthorised calls made via the voice Service.

4. Numbering

4.1. Where HUGE allocates a geographic number range/s to a voice Service provided pursuant to this agreement, the Customer shall be obliged to use the number/s allocated in the geographic area to which it/they is/are allocated and may not be transferred between geographical regions as defined in the Numbering Regulations from time to time.

4.2. Should HUGE deem it reasonably necessary for any reason whatsoever to alter the telephone number or any other code or number which has been allocated to the Customer for the equipment, it shall be entitled to do so on 30 days' written notice to the Customer.

4.3. The Customer acknowledges that HUGE cannot present other licensed operator's numbers as Calling Line Identification (CLI) on outbound voice calls, which is in line with local regulation.

4.4. HUGE assumes no liability for any losses incurred due to the Customer's publishing of its numbers.

5. General

5.1. Call Charges will be as per the Agreement to which the Service is linked. Call charges to destinations that are not regulated by ICASA tariffs are set by the recipient network and subject to change, which changes HUGE shall pass through to the Customer.

5.2. If the Customer terminates the Service, or HUGE terminates the Service as a result of Customer's breach, this Service will automatically terminate and HUGE reserves its rights to claim early termination charges as set out in the Master Services Agreement plus an amount equal to six times the average of the call charges in the six months immediately prior to the Customer's termination notice.

5.3. Should any of HUGE's interconnect partners reclassify any calls having originated from Customer's site to be of a type of call that is not subject to a regulated interconnect tariff, and consequently re-rates such calls because of such reclassification, then HUGE shall be entitled to proportionately increase the HUGE charges applicable to such rerated calls.

5.4. Data usage charges associated with the use of Soft Phones will be for the Customer's own account.

5.5. HUGE assumes no liability for the functionality and performance of any third-party software.

5.6. The Customer acknowledges and agrees that effecting emergency calls from the products and/or Services supplied by HUGE under this agreement may result in a delay in the response time of any such emergency Service. The Customer is accordingly advised to use Telkom directly to place any such emergency calls as in no circumstances will HUGE be liable for any delays encountered by the Customer should such calls have been placed using HUGE's products and/or Services nor for any direct or indirect damage or loss or injury suffered by the Customer as a consequence of any such delays.

5.7. HUGE cannot in any manner guarantee or measure the quality of voice Services provided over "public networks" where there is no direct IP (internet) connection to HUGE. Loss of voice integrity and quality cannot be measured by means of MOS (Mean Opinion Score as a measurement of voice quality) or any other manner over networks not linked to HUGE directly. HUGE shall not be liable for any claims in regard to Services offered whilst traversing "public networks".

6. Customer Service and Support

6.1. Technical Support is provided …

6.2. For logging of support tickets, configuration change requests, review of open tickets and general queries contact should be made via …

6.3. Telephonic support is also available as follows:

…

6.4. For security reasons, only authorised contacts listed under the Customer account may contact the support centre. It is the Customer's responsibility to ensure contact details are updated timeously.

7. Caller Line Identification

7.1. Customer to ensure that on-site telephony is configured to present Caller Line identification in line with examples below, which comply with the Numbering Plan Regulations and the ITU-T Recommendations relating to the presentation of CLI, particularly ITU-T Recommendations E.164 and Q763.
Examples - correct CLI display:
+27123456789 or
0123456789

7.2. Calls not displaying correct CLI will be subject to higher call charges or blocked by upstream providers.

7.3. It is also forbidden for Customers to manipulate CLI. The number displayed should always be a HUGE assigned number or valid ported number.

8. Number Porting

8.1. HUGE complies with number porting regulations. An informational guide can be found here: http://www.number-portability.co.za/porting-faqs.php ;

8.2. Number porting may take up to 10 (ten) days.

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