

## PRODUCT SPECIFIC VOICE SOLUTIONS TERMS AND CONDITIONS

### 1. APPLICABILITY

These Terms and Conditions apply to the purchase of Voice Solutions ordered under a valid Service Schedule between the Customer and FirstNet and is at all times subject to network availability.

Capitalised terms dot defines herein have the same meaning as defined in the Master Service Agreement.

### 2. DEFINITIONS

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

- 2.1 **“Contended”** - means that multiple users are sharing the same network capacity.
- 2.2 **“Uncontended”** - means dedicated service.
- 2.3 **“CLI”** – Caller Line identification
- 2.4 **“CSRS”** means **‘Customer Site Requirements Specification’**, a document that specifies the requirements at a Custom Site in order to enable FirstNet to deliver the Service.
- 2.5 **“Customer Site”** means the site owned or leased by the Customer or any other site used to provide the Service.
- 2.6 **“Domestic Minutes”** – Voice calls originating in South Africa and terminating to destinations in South African (includes fixed and mobile destinations).
- 2.7 **“Ethernet”** means an interface that conforms to The Institute of Electrical and Electronics Engineers Standards Association (IEEE 802.3- 2002, 802.1Q and 802.1D standards), as amended from time-to-time. The Ethernet TS has a limitation of being carried up to ninety (90) metres for direct Ethernet interconnections.
- 2.8 **“ITU-T”** – International Telecommunications Union. A body that sets international telecoms standards.
- 2.9 **“Interface”** means physical interface format in which the Customer and/or FirstNet shall deliver the signal to the Network, which in this instance is Ethernet.
- 2.10 **“IP”** means **‘Internet Protocol’**, which means the method or protocol by which data is sent from one computer to another over the Internet.
- 2.11 **“Local Loop”** means the ‘last mile’ access link that connects the Customer Site to the nearest FirstNet PoP.
- 2.12 **“Minimum Billing”** – refers to a committed billing value applicable to specific services. FirstNet will charge customers the higher of variable voice billing or minimum billing amount
- 2.13 **“PBX”** – Private Branch Exchange. A private telephony system used within a company or organization.
- 2.14 **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net Network or any component thereof, reasonably believed to be necessary in order increase capacity or to prevent or remedy a defect which may affect the Customer's use of or access to the Services;
- 2.15 **“PoP Service”** in the context of these Service, means Point of Presence specifically relating to the FirstNet Network.

- 2.16 **“Service Credits”** means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 9.
- 2.17 **“Service Downtime”** means the amount of time the Service was unavailable;
- 2.18 **“Service Outage”** means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime; and
- 2.19 **“VPN”** means a network that uses shared infrastructure to provide secure connectivity between Customer Sites.
- 2.20 **“SIP”** - Session Initiated Protocol is a protocol used in VoIP communications allowing users to make voice calls.
- 2.21 **“Soft Phone”** – An application installed on a mobile phone or desktop computer that allows a user to make and receive VoIP calls.
- 2.22 **“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.

### **3. VOICE PRODUCTS**

#### **3.1 STANDARD VOICE**

This is a subscription based service where outbound calls are charged on a per minute basis (per second billing methodology).

Full A-Z rate sheet is available upon request

This is a fully managed service that offers quality of service for voice calls

#### **3.2 Best Effort Voice**

This is a subscription based service where outbound calls charged on a per minute basis (per second billing methodology).

Full A-Z rate sheet available upon request.

Quality of service cannot be offered for voice calls.

#### **3.3 Uncapped Voice for Business**

Uncapped calling covers all South African fixed and mobile destinations. Uncapped voice services exclude all international telephone calls and/or premium rated telephone calls unless explicitly agreed to in writing and signed by both parties.

Full A-Z rate sheet available upon request

FirstNet reserves the right to adjust blocked destinations on any uncapped product as deemed necessary to restrict fraudulent activity

Fair use policy to apply in cases of high usage and/or abuse of benefits. FirstNet will monitor costs and revenue associated with outbound and inbound calls and once high usage and/or abuse has been detected, the customer will be notified to move to a higher uncapped rate plan or a Standard rate plan

The service may not be used in conjunction with bulk outbound calling applications and devices, an example of which is a call centre solution

Subscriptions are billed in advance

Product can be upgraded during contract term. Downgrades not allowed.

#### **3.4 Blended Voice**

Blended calling covers all South African fixed and mobile destinations.

All calls are billed at a flat rate

Rates will be negotiated and agreed to on a deal by deal process basis.

#### **4. NUMBERING**

Where FirstNet allocates a geographic number range/s to a voice service in terms of a Service Schedule 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.

Should FirstNet 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 services it shall be entitled to do so on 30 days' written notice to the customer.

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

FirstNet assumes no liability for any losses incurred due to the customer publishing its numbers.

#### **5. GENERAL**

Call charges will be as per the Service Schedule to which the Service is linked should any of FirstNet'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 FirstNet shall be entitled to proportionately increase the FirstNet charges applicable to such rerated calls, and the Customer shall be obligated to pay such increased charges. Data usage charges associated with the use of Soft Phones will be for the customer's own account. FirstNet assumes no liability for the functionality and performance of any third-party software. The customer acknowledges and agrees that effecting emergency calls from the products and/or services supplied by FirstNet 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 such under no circumstances will FirstNet be liable for any delays encountered by the customer should such calls have been placed using FirstNet'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. FirstNet 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 FirstNet. 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 FirstNet directly.

FirstNet shall not be liable for any claims regarding services offered whilst traversing "public networks".

By default, certain international destinations are blocked due to high calling charges and known fraudulent destinations. Should a customer need to make calls to these blocked destinations, a written request (on company letter head if a business account or letter if consumer account) needs to be sent to FirstNet by an authorised signatory before any change takes place.

FirstNet reserves the right to adjust the blocked destinations on any uncapped product as within its sole discretion.

The Customer agrees that under no circumstances can FirstNet be held responsible for any costs or damages (including, but not limited to, call costs, call fraud and theft) incurred by the Customer due to unauthorised and/or authorised use of any Voice and/or PBX and/or Virtual PBX related service that the Customer makes use of.

#### **6. CALLER LINE IDENTIFICATION**

Customer to ensure that on-site telephony is configured to present CLI 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

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

It is also forbidden for customers to manipulate CLI. The number displayed should always be an FirstNet assigned number or valid ported number.

#### **7. NUMBER PORTING**

FirstNet complies with number porting regulations. An informational guide can be found here:  
<http://www.number-portability.co.za/porting-faqs.php>

## **8. VOICE RATE CHANGES**

Notwithstanding anything else contained in the agreement FirstNet may change its voice rates from time to time, the latest rates sheet is available on request by emailing [voicerates@firstnet.co.za](mailto:voicerates@firstnet.co.za). If you do not agree with the latest voice rates you must stop using the services. If you continue to use the services, the latest rates will apply to you and you will be deemed to have accepted such

## **9. EMERGENCY MAINTENANCE**

FirstNet is entitled to perform emergency maintenance on the Voice Services should FirstNet determine at its sole discretion that it is necessary to do so and even if doing so causes downtime of the service. Where possible we will use our reasonable best endeavours to provide you with notice if any downtime is expected.

Where possible FirstNet shall provide the subscriber with 24 (twenty-four) hours' notice ahead of performing any planned maintenance on the Voice Services that may result in downtime that will affect the Customer's use of the service. FirstNet however may perform any emergency maintenance on the hosted PBX facility without prior notice to the Customer.

## **10. CUSTOMER SERVICE AND SUPPORT**

Technical Support is provided 24x7

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

[support@firstnet.co.za](mailto:support@firstnet.co.za)

Telephonic support is also available as follows:

0861 989896

031 015 5000

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.