



PRODUCT SPECIFIC TERMS – UNIFIED COMMUNICATIONS

This document is concluded under the terms of the Master Services Agreement between Cipherwave 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 Cipherwave Master Services Agreement.

Unless the Customer has entered into a reseller agreement with Cipherwave, 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 Site / Premises over which data is transmitted to and from the IP-PBX.
- 1.2. **Open-sourced** means open-sourced equipment carries no licensing fees for users and is compatible with all standards-based equipment.
- 1.3. **PBX** means 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.
- 1.4. **Proprietary** means proprietary equipment is designed by the same manufacturer where you can expect a similar and familiar user experience with each device.
- 1.5. **VoIP** – Voice over Internet Protocol, a protocol used to convey voice calls over data networks
- 1.6. **SIP** – Session Initiated Protocol is a protocol used in VoIP communications allowing users to make voice calls.
- 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** means Customer Relationship Management is a system to manage a company's interaction with current and potential customers
- 1.9. **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
- 1.10. **CLI** – Caller Line Identification
- 1.11. **Contended** – means that multiple users are sharing the same network capacity
- 1.12. **Domestic Minutes** – Voice calls originating in South Africa and terminating to destinations in South Africa (includes fixed and mobile destinations)
- 1.13. **FTTB** – Fibre to the Business;
- 1.14. **FTTH** – Fibre to the Home;
- 1.15. **WTTB** – Wireless to the Business
- 1.16. **GSM** – Global System for Mobile communications;
- 1.17. **ITU-T** – International Telecommunications Union, a body that sets international telecoms standards;
- 1.18. **Minimum Billing** – refers to a committed billing value applicable to specific services. Cipherwave will charge Customers the higher of variable voice billing or minimum billing amount
- 1.19. **Open-Sourced** – means open-sourced equipment carries no licensing fees for users and is compatible with all standards-based equipment
- 1.20. **Uncontended** – means dedicated service

2. Access circuits

- 2.1. The Customer must order (or upgrade where necessary) and retain for the duration of the Service the Cipherwave internet service (referred to as the "IP service") for the Customer Site / Premises for which the Service is ordered.
- 2.2. Unless otherwise agreed with Customer in writing Cipherwave orders, configures and tests the Access Circuit on behalf of Customer. 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.
- 2.3. If the Service is delivered in combination with best effort access circuits / services, the following limitations apply:
- 2.3.1. Due to the nature of best effort access circuits / services, the Service can suffer from reduced call quality.
- 2.3.2. In case of prolonged call quality issues, the Customer may order an upgrade to an access technology and/or IP Service for which Cipherwave can commit to call quality. Any additional charges or costs associated with such an upgrade are for the Customer.
- 2.4. Any extra cabling necessary within the Customer Site / Premises, 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.

3. Installation and Customer requirements

- 3.1. Unless otherwise agreed between the Parties, the installation will be carried out on Business Days during Business Hours. Additional costs may apply for installations carried out outside of these times.
- 3.2. The Customer agrees to ensure that service staff of Cipherwave or the provider of the Access Circuits/Links are given access to the Customer Site/Premises to install the Access Circuit/Links and any other Service Equipment. The Customer shall state a contact person for the installation of the Access Circuit/Links on the Service Order. This person shall be available for questions with regard to details of the Customer Site/Premises and to assist service staff where necessary.
- 3.3. Cipherwave 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 Service Order.
- 3.4. 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 Service Order, Cipherwave 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 Cipherwave to provide extended internal cabling outside the above limitations, Cipherwave will perform a site survey to determine if such internal cabling can be provided by Cipherwave and the additional charges that would be applicable.
- 3.5. Cipherwave 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/Premises, 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 Cipherwave - and extra cabling are available when the Access Circuit/Links is installed.
- 3.6. Each IP phone will be configured by Cipherwave 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, Cipherwave will also test each IP phone at the Customer Site/Premises and install each IP phone on the user desk if required. IP phones provided by the Customer but approved by Cipherwave as acceptable to use with Cipherwave systems will be required to be upgraded to the latest firmware in order for Cipherwave to auto-provision and maintain the IP phones. Therefore, a service fee will be incurred for Customer-owned IP Phones to accommodate this.
- 3.7. The voice gateway must be located in a secure environment with access to a dedicated protected power source (220VAC). Clear unobstructed access to the voice gateway is required at all times for maintenance personnel.

- 3.8. Costs associated to PBX vendor callouts shall at all times be borne by the Customer, unless Cipherwave is the PBX vendor. Only Cipherwave personnel are allowed access to the voice gateway configuration interface.
- 3.9. 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.
- 3.10. Installation timeframe is dependent upon Access Links and will be installed within 3 (three) Days from the activation date of the Access Link.
- 3.11. It is the responsibility of the Customer to ensure that all licence fees are paid to the relevant rights organisations (such as SAMRO or SAMPRO) when music tracks are used for the “music on hold” source.
- 3.12. The following minimum requirements may be required to be supplied by the Customer:
 - 3.12.1. Cabinet;
 - 3.12.2. Electricity supply; and
 - 3.12.3. Internet connectivity.

4. Service provisioning and testing

- 4.1. A minimum of 1 (one) week lead time is required for installations and may vary based on equipment and resource availability, complexity and location of the solution deployment.
- 4.2. 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/Premises survey or request Cipherwave to carry out a site survey at the Customer's cost.
- 4.3. The 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 Service Order. If Cipherwave then determines that the LAN Assessment results illustrate that the Service cannot be supported either Party may terminate the Service Order without penalty except that the Customer will become liable for any termination charges incurred by Cipherwave as a result of such termination.
- 4.4. The Customer will provide Cipherwave and/or its subcontractor(s) with such assistance and information as reasonably required to provide the Service.
- 4.5. The Customer agrees to provide Cipherwave and its subcontractors and their respective employees and agents' access to the Customer Site/Premises where any Service is provided (including access to associated equipment) as necessary for Cipherwave and its subcontractors to provide the Service.
- 4.6. The Customer shall allow, authorise and cooperate with Cipherwave and/or its subcontractor(s) to perform the following, whether or not on Customer Site/Premises:
 - 4.6.1. a follow up site survey, where applicable, to further determine whether the Customer network and facilities will support the provision of the Service;
 - 4.6.2. any applicable preservice testing on local service facilities; and
 - 4.6.3. any other testing involving the provision of the Service, including, but not limited to, post-installation testing.
- 4.7. 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.
- 4.8. Cipherwave shall not be responsible for any quality related issues pertaining to the implementation of IP telephony on the Customer's 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.

- 4.9. Cipherwave shall take no responsibility for any problems/faults that exist at the Customer Site/Premises that results in any delay or problem that may affect the Services provided by Cipherwave.

5. Customer Equipment

- 5.1. 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 Cipherwave Network or otherwise for use in conjunction with the Service. Cipherwave will configure and upgrade IP phones that are approved to work on Cipherwave's systems at a mandatory fee.
- 5.2. The Customer is responsible for ensuring that such Customer Equipment is compatible with Cipherwave's requirements and continues to be compatible with subsequent revision levels of Cipherwave-provided equipment, software and services.
- 5.3. Cipherwave is not responsible for the availability, capacity and/or condition of any Customer Equipment not provided by Cipherwave.
- 5.4. The Customer is responsible for operation and configuration of its Customers' computer(s) and LAN/WAN.
- 5.5. 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 Cipherwave, this Customer, or any third party. Only Customer Equipment approved in writing by Cipherwave may be connected to or interfaced to the Service Equipment provided in terms of the Agreement.
- 5.6. 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 Cipherwave, Cipherwave 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.

6. Service Equipment

- 6.1. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 6.2. In the event that the Customer requires access to the Service Equipment management interface, Cipherwave 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.
- 6.3. If the Customer has elected to rent the Service Equipment, then:
- 6.3.1. The Service Equipment remains the property of Cipherwave. Upon end of Service it shall be returned to Cipherwave. Customer shall bear the shipping costs for the delivery and return of the Service Equipment.
- 6.3.2. Risk of loss and/or damage in the Service Equipment is that of the Customer, and the Customer shall ensure that it is sufficiently insured against such risks.

- 6.3.3. In the event of failure of the Service Equipment, Cipherwave will repair or replace (at Cipherwave's discretion) the Service Equipment as per the Service Level Agreement and subject to relevant warranty terms and conditions.
- 6.3.4. Maintenance will be provided as per the accompanying Service Level Agreement.
- 6.3.5. The Customer accepts liability for any costs incurred by Cipherwave 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 Cipherwave. The Customer agrees to support the replacement of the Service Equipment according to Cipherwave's instructions.
- 6.4. If the Service Equipment is managed by Cipherwave, Cipherwave will retain the password for the Service Equipment. Responsibility for the IP configuration of the Service configuration lies with Cipherwave. Cipherwave will make changes to the configuration if requested by Customer. Cipherwave will retain the version of the configuration installed on the Service Equipment and reinstall this copy configuration if required. Cipherwave 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.

7. SIP Softphone Applications

- 7.1. Only approved SIP softphone applications may be used in conjunction with Cipherwave Service Equipment.
- 7.2. Cipherwave has no control of the networks being used when SIP softphones are utilized and can therefore not guarantee the user experience.
- 7.3. Cipherwave cannot support the Customer Equipment that the softphone application is installed on.
- 7.4. Cipherwave does not guarantee service if the software version of the users' smart device is not supported by the SIP softphone.
- 7.5. Cipherwave cannot guarantee quality of service if 3rd party Wi-Fi solutions are deployed.
- 7.6. Quality of service is only guaranteed on Cipherwave dedicated last mile links with a private voice VRF.
- 7.7. VoIP calls made over the internet carry no quality of service or guarantees.

8. Security

- 8.1. 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 Cipherwave will not be held liable for any losses arising out of security breaches of Customer Services.
- 8.2. Without limiting the generality of aforesaid, the Customer is aware that PBX's, IP-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, including assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Customers' PBX. Cipherwave will not be held liable for any losses arising out of fraudulent or unauthorised calls made via the voice Service or any IP-PBX or SIP accounts that have been compromised.
- 8.3. Voice Services may be subject to credit limit at the sole discretion of Cipherwave. The latter shall under no circumstances be regarded as a preventative measure for fraud.
- 8.4. Subject to clause 8.3 above, Cipherwave may accordingly at its own discretion require a security deposit from the Customer.
- 8.5. The Customer agrees that any suspicious destinations may be blocked by Cipherwave and further indemnifies Cipherwave against any liability under this clause 8.5

9. Call Recordings by Customer

- 9.1. If the Customer has opted for and activated the call recording function of its PBX, the 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. Cipherwave shall in no way be liable for any loss, damage to, or unauthorized access to call recordings.

10. Numbering

- 10.1. Where Cipherwave 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.
- 10.2. Should Cipherwave 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 (thirty) days' written notice to the Customer.
- 10.3. The Customer acknowledges that Cipherwave cannot present other licensed operator's numbers as CLI on outbound voice calls, which is in line with local regulations.
- 10.4. Cipherwave assumes no liability for any losses incurred due to the Customer's publishing of its numbers.

11. Caller Line Identification

- 11.1. 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.
- 11.2. Examples - correct CLI display:
- 11.3. +27123456789 or
- 11.4. 0123456789
- 11.5. Calls not displaying correct CLI will be subject to higher call charges or blocked by upstream providers.
- 11.6. It is also forbidden for Customers to manipulate CLI. The number displayed should always be a Cipherwave assigned number or valid ported number.

12. Number Porting

- 12.1. Cipherwave complies with number porting regulations.
- 12.2. Number porting may take up to 10 (ten) days.

13. General

- 13.1. 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 Cipherwave shall pass through to the Customer.
- 13.2. If the Customer terminates the Service, or Cipherwave terminates the Service as a result of a Customer's breach, this Service will automatically terminate and Cipherwave reserves its rights to claim early termination charges as set out in the Master Services Agreement.
- 13.3. Should any of Cipherwave'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 Cipherwave shall be entitled to proportionately increase the charges applicable to such rerated calls.
- 13.4. Cipherwave assumes no liability for the functionality and performance of any third-party software.

- 13.5. Cipherwave 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 Cipherwave. 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 Cipherwave directly. Cipherwave shall not be liable for any claims in regard to Services offered whilst traversing "public networks".

14. Term and Termination

- 14.1. If the Customer terminates the Service, or Cipherwave terminates the Service as a result of a Customer's breach, the Service will automatically terminate, and Cipherwave reserves its rights to claim early termination charges as set out in the Master Services Agreement.
- [14.2.](#) In the event that no notice of termination was received by Cipherwave, Cipherwave 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.

Cancellations:

- 14.3. Upon expiration of the Initial Term, the Customer may terminate the Services, or any part thereof, on 1 (one) calendar month's written notice to CipherWave. The second to last business day of the month is the final date for a cancellation notice to qualify as a full calendar month.
- 14.4. The Customer must send a cancellation request to cancellations@cipherwave.co.za.
- 14.5. Customer shall remain liable for any Charges raised by CipherWave against the Customer's account after the Customer has sent CipherWave a cancellation notice that is not processed in the manner set out herein.

15. Customer Service and Support

- 15.1. Support for technical and billing issues must be logged telephonically, via telephone, email or in the online Customer portal details at support@cipherwave.co.za.
- 15.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times and must be sent to accounts@cipherwave.co.za.
- 15.3. The Customer will provide Cipherwave with accurate and up to date information when Customer contacts Cipherwave to report a suspected fault and is asked a standard set of structured questions. Cipherwave 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 service repair.

16. Rate of Exchange

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

17. Deployment Costs

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

- 17.3. 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.
- 17.4. The Customer Site/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.
- 17.5. Cipherwave 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.

18. Training

- 18.1. The duration of the post deployment training for Customer is based on the complexity of the solution and will vary from solution to solution.
- 18.2. Post deployment user training is provided for a maximum of 1 hour per site, unless otherwise stated.
- 18.3. Training is limited to the use of end devices or applications provided with the Service Equipment within the Cipherwave Agreement.
- 18.4. 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.
- 18.5. The Customer is responsible to ensure users requiring training are available for training on the agreed date.
- 18.6. Cancellation or changes to the agreed training date must be made to Cipherwave 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.
- 18.7. 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.

19. Integrations

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.

20. Acceptable Use Policy

- 20.1. Use of the Service shall at all times be subject to the Cipherwave AUP, which may be located at <https://cipherwave.co.za/acceptable-use-policy/>.