

IGNITE Terms and Conditions - Cloud Talk

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

1. Definitions

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

In these Terms:

- 1.1 "Application Software" means any application software, including Third Party Software, made available to you on our VOIP Website or otherwise, including but not limited to software phones or mobile applications for download for your convenience to enable you to access the Services;
- 1.2 "Broadband Internet" means a reliant functional broadband internet connection with sufficient bandwidth and quality to enable you to send and receive quality VOIP communications, including calls, data and email, and to access the internet using a high speed connection;
- 1.3 "Charges" means the amounts which we will charge you for the Service selected by you, at the rates as recorded in your application and/or displayed on the VOIP Website and rates sheet from time to time;
- 1.4 "Credit Limit" means the limit placed on the charges you may incur during the course of a calendar month;
- 1.5 "Customer Support Centre" means our help centre which is available at the number supplied on our Website;
- 1.7 "Number" means a specific phone number assigned to you for use of the Service;
- 1.8 "SIP" means the version of Session Initiation Protocol indicated on our VOIP Website from time to time, which is a Voice over Internet Protocol;
- 1.9 "SIP Device" means any SIP compliant device (such as a handset, wireless handset, software phone, mobile application or other compatible device) allowing you to place and receive VOIP communications;
- 1.10 "Service(s)" means the VOIP product or service described more fully in clause 3 below, and as selected by you in your application;
- 1.11 "Third Party Software" means Application Software or any part thereof, owned by third parties, which we may make available to you for your convenience to use with this Service;
- 1.12 "use" includes, but is not limited to, accessing the Service and placing and receiving VOIP communications through the Service;
- 1.13 "VOIP" means Voice over Internet Protocol, a technology for delivery of voice and other communications over a data network (like the Internet);
- 1.14 "VOIP Website" means the IS Ignite VOIP Product webpages and/or the IS Ignite Website products webpages featuring VOIP products and services.

2. Duration and Termination

- 2.1 Upon termination of this Agreement any outstanding amounts will be due and payable within 30 (thirty) days of termination.
- 2.2 Migrating to another IS Ignite VOIP service will mean that you terminate your current Service and sign up for the new service required. Accordingly you will first need to settle all outstanding amounts before you can be migrated. In addition you may lose your Number(s) and IS Ignite does not guarantee that you will be able to retain your Number in this migration process.

3. The Service

General

3.1 The Service will allow you to place and receive VOIP communications, (such as making or receiving calls, sending or receiving messages) over a data network such as the internet. The features of your specific Service will depend on the selection you make on application.

3.2 Upon activation of the Service, you will by default be assigned 1 (one) Number which may be used by you.

3.3 You may request additional Numbers to be assigned to your Service provided that:

3.3.1 your selected Service allows it; and

3.3.2 IS Ignite reserves the right at our discretion and at any time : (i) to limit the amount of additional Numbers you may add to your Service; and/or (ii) to withdraw your right to add Numbers.

3.4 This Service is intended to be used as a second telephone facility. It should under no circumstances be construed to be, or used as a primary telephone service, and IS Ignite makes no representations in this regard.

3.5 It is your responsibility to ensure that you are able to access and use the Service, whether with regard to Hardware (including mobile phone compatibility), internet connectivity or otherwise.

3.6 In order to access and make use of this Service your Hardware and software must meet the minimum requirements indicated on the VOIP Website from time to time, however you require at the very least the following:

3.6.1 Broadband Internet; and

3.6.2 a SIP Device; and

3.6.3 an activated Service.

3.7 The Service will not function during an electrical power failure or Broadband Internet outage, it may not be compatible with certain Broadband Internet services and it may be impaired if you simultaneously upload or download data and use the Service over the same Broadband Internet connection.

3.8 Access to and quality of the Service depends on various factors, including but not limited to, your location, network coverage, line quality, internet traffic, fluctuations in the internet, your underlying Broadband Internet service, service outages, Hardware used by you and configuration thereof, network and firewall configurations, NAT configurations, geographic factors etc. We do not guarantee, warrant or represent that you will be able to access the Service or the quality of the calls or the clarity of voice.

3.9 The Service is intended for normal residential and/or small business usage, for internal purposes only and you may not resell this Service in any way.

3.10 Normal usage specifically excludes calling behaviour that may be considered as Least Cost Routing Behaviour. As a guideline, IS Ignite will consider your calling patterns to be Least Cost Routing Behaviour in any of the following situations:

3.10.1 Consistent, excessive calling to the same destination(s);

3.10.2 Should the Service include any Discounted Minutes, the consistent, excessive usage of available Discounted Minutes, to the most expensive bundled destinations;

3.10.3 Excessive, repetitive and systematic calling (for example: at regular intervals and for regular call lengths).

3.11 The Service operates on the basis of a fair usage policy, which is designed to ensure that the minutes available to the vast majority of our customers are not negatively impacted because of excessive usage by other customers. This is why IS Ignite continuously monitors usage patterns and may restrict the Service to very heavy users or to users who fall into any of the categories described in 3.10 above. This policy forms part of our AUP and access to or use of this Service shall be regarded as "IP Services" for purposes of the AUP attached to our General Terms.

3.12 Discounted Minutes, if available as part of your Service, can only be used to call specific destinations as indicated on the VOIP Website.

3.13 You will have access to the VOIP Website interface to administer your Service and to view usage related information.

3.14 Although we use reasonable commercial efforts to route communications to those destinations which are indicated on our rates sheet from time to time, we cannot guarantee it. Neither can we guarantee that all such destinations or all numbers in those destinations are reachable. We will as far as reasonable possible make an effort to provide information

regarding specific type of numbers which we do not route communications to, available on the VOIP Website.

3.15 IS Ignite specifically does not guarantee, warrant or represent that:

3.15.1 our rates are cheaper than normal telephone calls or any other calls;

3.15.2 should you use an emergency services number that it will operate correctly and/or that your location will be ascertainable based on your number; or

3.15.3 all local or international telephone numbers can be called.

Number(s)

3.16 The assignment of a Number to you is subject to usage conditions imposed by ICASA from time to time on us and you as end-user. In particular:

3.16.1 Numbers must be used only in ways that satisfy such usage conditions and in accordance with these Terms; and

3.16.2 you do not have perpetual rights to use particular Numbers; and

3.16.3 ICASA has wide powers, including but not limited to the power to withdraw Numbers, require barring of Numbers, changing numbering plans, all of which could result in withdrawal or change of your Number.

3.17 Accordingly you shall never become the owner of any Number and IS Ignite can therefore not guarantee the provision, retention or perpetual use of any specific Number/s to you. You may not sell, lease, transfer, assign or otherwise alienate your rights in respect of the Service or any Number, and the use of a Number shall only be for the duration of our provision of the Service to you.

3.18 Although IS Ignite will use its reasonable efforts not to withdraw or change any Number assigned to you, we reserve the right to do so or to otherwise deal with any such Number from time to time as we deem fit for reasonable commercial purposes including to meet the objectives of ICASA for responsible number allocation and usage conditions or other conditions but subject always to applicable law.

3.19 If the Service is suspended or terminated for whatever reason, any Number assigned to you may be taken out of use with immediate effect. Such Number may immediately be lost for use by you and we cannot guarantee that the same Number will be recovered or reassigned to you again.

3.20 IS Ignite does not make any representation of whatever nature that the Number assigned to you will be reachable from Telkom's network or from any other telecommunication platforms. IS Ignite shall however use its reasonable efforts to ensure that the Number assigned to you will be reachable by other users of the Service or related services, but cannot guarantee it.

3.21 Should any Number not have been used in communications, other than communications from or to us, for a period of 12 (twelve) months or for such period as otherwise provided for by us or ICASA from time to time, we reserve the right to withdraw your Number and reassign it, without notice to you. This requirement is in order to meet the objectives of ICASA for responsible number allocation and usage.

3.22 Should we allow you to transfer an existing Number to us or to release a Number to your new service provider - in order for you to retain an existing Number ("porting") - such porting will be subject to industry agreed processes and procedures as well as legal and regulatory rules and guidelines. As such we do not guarantee that porting will be allowed or be possible. If porting is allowed you will have to follow industry agreed processes, specifically our as well as new service provider requirements, including in the event that you port out, (i) ensure that all Charges are be paid up to date including any disconnect fees; and (ii) ensure that the Service is properly terminated if the Number ported out is the only Number assigned for use with your Service.

3.23 If the Number ported out is the only Number assigned for use with your Service a request to port out shall be deemed to be a notice by you to terminate the Service as the Service must at least have 1 (one) Number assigned to it.

3.24 In the event of porting a Number your Service may be interrupted in which event you will not be able to make or receive communications as your existing Number you are porting may be disconnected until the port effective date.

3.25 We provide the Service to you for use of the Service within South Africa, which may include placing calls to other countries and destinations. Although the Service may be accessible as you travel, if it is used by you from another country, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so.

3.26 A geographic Number indicates a specified geographic area and if such Number is assigned to you it may be subject to certain restrictions, including but not limited thereto that it may only be used in such specified area. It is your responsibility to ensure that you know in which geographical area such Number may be used as the Service may not be available or may be terminated if the geographic Number is used otherwise.

3.27 Subject to limitations allowed in law, IS Ignite and/or third parties supplying Third Party Software will not be liable to you, or any third party, for any loss or damages of whatsoever nature, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, arising from: (i) withdrawal, porting, or change of a Number, or unavailability of the Service or Numbers (including geographic or emergency numbers), or your Number being unreachable, or use of the Service from outside South Africa; (ii) your downloading or use of the Application Software or our withdrawal or revocation of Application Software licenses; (iii) any incompatibility of the Service with your Broadband Internet or SIP Devices; and/or (iv) any damage to your SIP Device and you indemnify IS Ignite against all loss, damages, claims, liabilities of whatsoever nature as a result of any claim instituted by a third party (other than you) arising from (i) to (iv) above.

4. Charges

4.1 Because there is a wide variation in rates between calling certain destinations, landline numbers and mobile (cell phone) numbers and because of regular change to rates, it is impossible to advise you upfront of all rates and rate changes. Accordingly the rates and Charges as well as billing information applicable to this Service are indicated on the VOIP Website and its rates sheets and it is your responsibility to review the rates before making communications to ensure that you are aware of applicable rates from time to time.

4.2 Rates per minute vary according to the destination which is called.

4.3 Remember that apart from our Charges you will also be charged for data and services by your Broadband Internet service provider for access to the internet.

4.4 Your usage Charges will be billed monthly in arrears and any monthly subscription Charges will be billed on a pro-rata basis in advance.

4.5 IS Ignite will in its discretion impose a Credit Limit on the Services. The default Credit Limit is indicated on the VOIP Website. Once you have reached your Credit Limit you will not be able to make outbound calls or use all the features of the Service.

4.6 You will be able to contact the Customer Support Centre to enable you to control your overall Credit Limit provided that it remains within IS Ignite's sole discretion to allow, disallow or impose any increase or decrease to your Credit Limit.

4.7 Your Credit Limit will be enforced when the aggregated balance of Charges in respect of all the Numbers related to the Service is greater than or equal to your overall Credit Limit.

5. Application Software and Licensing

5.1 It is your responsibility to ensure that you are able to install and use the Application Software and that it does not conflict with and is compatible with any of your other software and/or Hardware.

5.2 Application Software shall remain the sole and exclusive property of IS Ignite and the relevant authors, owners or licensors thereof ("Proprietors") and intellectual property rights, are and shall remain with IS Ignite or the relevant Proprietor's.

5.3 IS Ignite or the relevant Proprietors grants to you a limited, non-exclusive license to use the Application Software solely for the purpose of receiving the Services.

5.4 As the Application Software is provided for your convenience only, licenses to use same may be withdrawn, revoked, amended or replaced at any time and you may be required to upgrade to a later version. Depending on the Application Software proprietor, licenses may allow you to install the Application Software on one (1) or perhaps more devices, and have restrictions regarding further downloads or copying. Application Software will be linked to this Service and as such the Application Software may be locked to work with your Number and/or device and/or this Service only. You may not use it with other services. You may not make any copies of the Application Software unless you obtained prior consent from us or the proprietor.

5.5 Should the Application Software not have been used in communications, for a period of 3 (three) months, or for such period as otherwise provided by us from time to time, we reserve the right to terminate the Application Software license with immediate effect without notice to you. In such event you will not be able to use it further with this Service.

5.6 You may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the Application Software, or extract or attempt to extract source code from the object code of the Application Software. The Application Software is licensed as a single product and you may not separate its component parts for any purpose. You may not make any commercial use of the Application Software, whether or not for consideration.

5.7 Upon termination you agree to destroy and remove from all devices all copies of the Application Software.

5.8 Subject to applicable law you agree that any Application Software will be installed and used by you at your own risk and responsibility.

IS Ignite Voice Services Cloud PBX

1. Definitions

In these Terms:

1.1 "Agents" means IS Ignite's duly appointed and authorized agents to supply any of the Services set out herein on IS Ignite's behalf;

1.2 "Authorised" User means Customer or any of its Personnel including any person that is provided with an End User Device by Customer enabling such person to access the Services;

1.3 "Broadband Internet" means a reliant functional broadband internet connection with sufficient bandwidth and quality to enable you to send and receive quality VoIP communications, including calls, data and email, and to access the internet using a high speed connection;

1.4 "Charges" means the amounts which we will charge you for the Hosted Voice Solution including any Support Services and/or any other Services or products selected by you, in the amounts as recorded in your Application Form or as otherwise agreed in writing;

1.5 "Data Network" means any computer system or network including without limitation Customer local area network, hardware, Hardware, end user devices, cables, database management system software, operating software, application software, network connections, software and Broadband Internet used by Customer or an Authorised User to access the Primary Service or to which the Hosted Voice Solution will be connected;

1.6 "End-User Device(s)" means any device (such as an analogue telephone adapter, router, software phone, mobile application or other compatible device) allowing you to place and receive VoIP communications, including those devices selected by Customer in the Application Form and supplied by IS Ignite and shall include any relevant cables, connectors, associated media, printed materials, and/or on-line or electronic documentation accompanying it;

1.7 Hardware means any Hardware selected by Customer in the Application Form to be the subject of the Hosted Voice Solution and shall include any relevant software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it;

1.8 Fault means a failure in the HOSTED VOICE Hardware and/or HOSTED VOICE Software supplied by IS Ignite which does not operate, in material aspects, to the specifications described in the respective products' technical documentation. The HOSTED VOICE Hardware and/or HOSTED VOICE Software will not be considered as faulty if caused as contemplated under clause 9.3 below or if there is any damage sustained post installation thereof as a result of Customer's misconduct, misuse, tampering and/or negligence;

1.9 Gateway(s) means the hardware required to connect and/or failover to the Control Unit and to enable connection to a VoIP Service Provider and shall include any relevant software, cables, connectors, interfaces, associated media, printed materials, and/or on-line or electronic documentation accompanying it, as selected in the Application Form;

1.10 IS Ignite VoIP Services means the VoIP communication services to be provided by IS Ignite in accordance with the IS Ignite Talk Product Terms or any product terms in substitution thereof;

1.11 Ownership where hardware is the subject of ownership, means ownership in the hardware itself and where software is the subject of ownership, means ownership of the license or sub-license issued by IS Ignite or the Supplier. Ownership in the software itself always remain the sole and exclusive property of IS Ignite and the relevant authors, owners or licensors thereof ("Proprietors");

1.12 HOSTED VOICE Hardware means (depending on Customer's specification in the Application Form) either the: (i) Control Unit; (ii) Gateway; (iii) Hardware; and/or (iv) End-User Devices specified in the Application Form and supplied by IS Ignite to Customer;

1.13 HOSTED VOICE Software means (depending on Customer's specification in the Application Form) the software selected that will be used to operate the required HOSTED VOICE Hardware for Customer's Hosted Voice Solution. This will also include any license required to provide the required Customer Hosted Voice Solution. This software can be selected by Customer in the Application Form or added by IS Ignite at any time to confirm that this will meet the requirements of Customer requested Hosted Voice Solution;

1.14 "The Portal or Portal" refers to the IS Ignite Website,

1.15 Personnel means and includes, without limitation any director, employee, agent, consultant, contractor, invitee, carriers, nominees, representative or the like of a party;

1.16 Premises means Customer premises specified in the Application Form;

1.17 Primary Service means the services rendered in terms of Part A of these IS Ignite Voice Services Hardware and Software Product Terms as selected by you in your Application Form in terms of which the HOSTED VOICE System is intended to be used;

1.18 Supplier means the entity supplying the HOSTED VOICE Hardware and/or the HOSTED VOICE Software to IS Ignite, including the manufacturer thereof or a selling agent of such manufacturer;

1.19 Services means the Primary Service and Support Services;

1.20 Support Services means the HOSTED VOICE support service IS Ignite will supply to Customer as more fully set out in the Part B hereto as the HOSTED VOICE Support Service terms;

1.21 User Data means all data regarding Customer and its Authorised Users that may be required by IS Ignite for purposes of providing the Hosted Voice Solution or any part thereof, including without limitation the details of the End User Devices allocated to Customer or its Authorised Users, product information, names and addresses and the like required for point of sale reporting to Suppliers and such other data as IS Ignite may be required to hold by its Suppliers or by law;

1.22 VoIP Service Provider means IS Ignite Connect (Pty) Ltd and/or any other VoIP Service Provider used by Customer for the termination of VoIP communications;

1.23 VoIP means voice over internet protocol;

1.24 Warranty Period means in respect of HOSTED VOICE Hardware a period of 12 (twelve) months calculated from the Delivery Date of the HOSTED VOICE Hardware unless otherwise indicated by the Supplier warranty and means in respect of HOSTED VOICE Software, and subject to applicable law, the warranty period agreed to by the Supplier.

2. Payment and Charges

2.1 Customer shall be liable for and shall pay the Charges indicated upon checkout or on the signed quote in accordance with the General Terms on the basis set out below (unless otherwise stated in the Application Form):

2.1.1 All upfront Charges must be paid and may be billed immediately.

2.1.2 All Charges payable in advance on a monthly basis, will be payable and billed from Activation Date;

2.2 All applicable taxes, rates or governmental levies, if any, and VAT shall be for your account.

2.3 The Charges for the Hosted Voice Solution do not include Minutes and these shall be purchased in prepaid amounts via the portal.

2.4 If any changes are proposed, regarding Charges, or any terms of an agreement between IS Ignite and a Supplier, which impacts on the provision of the Cloud PBX Solution, IS Ignite

shall be entitled, subject to applicable law, to amend the terms, or Charges with the relevant changes as provided for in the General Terms.

2.5 Without prejudice to clause 2.4 above, the Charges for any part of the Cloud PBX Solution may be changed by the Supplier and/or may be affected by exchange fluctuations at any time from date of IS Ignite providing a quotation (or you signing the Application Form) and IS Ignite placing your order with the Supplier and as such, IS Ignite will be entitled to adjust the Charges during this period if affected aforesaid. IS Ignite will notify you of such change and Customer shall for these purposes complete and sign a new Application Form.

Part A - Cloud PBX Hardware and Software Services

3. Terms and conditions specific to the Cloud PBX System

3.1 IS Ignite will provide Customer with the Cloud PBX Solution in accordance with Customer selection on the IS Ignite Website.

3.2 In order to supply the Cloud PBX Solution to you and for it to operate correctly, you require at least a Data Network and Broadband Internet meeting certain minimum requirements and it must be fully operational, functional, accessible and available.

3.3 Customer agrees to the IS Ignite Product Terms being either Hardware Purchase, applicable to your HOSTED VOICE Hardware and/or HOSTED VOICE Software, depending on your option as selected on the IS Ignite website.

3.4 In the event that Customer has an existing Data Network, IS Ignite will supply Customer with the Cloud PBX Solution and reserves the right to determine if such Data Network meets the Cloud PBX Solution requirements and supply Customer with a report which shall either confirm that:

3.4.1 the Data Network meets the Cloud PBX Solution requirements; or

3.4.2 the Data Network does not meet the Cloud PBX Solution requirement in which event IS Ignite will advise Customer on changes to be made to the Data Network in order to ensure that such Data Network meets the requirements of the Cloud PBX Solution.

3.5 IS Ignite may request Customer to assist in doing a voice network readiness or any other test reasonably required to confirm that Customer's Data Network meets the requirement for the Cloud PBX Solution and such tests might be billable to Customer.

3.6 Should you require a new Data Network, IS Ignite will advise on this, in accordance with the Cloud PBX Solution requirements.

3.7 Should IS Ignite not be the supplier of your Broadband Internet connectivity, you will be responsible for the maintenance, support including availability of your Broadband Internet.

3.8 Customer will be solely responsible for its Data Network infrastructure and maintenance and support thereof.

4. Cloud PBX Hardware – Hardware Purchase (If selected on the IS Ignite website)

4.1 In this event IS Ignite sells the Cloud PBX Hardware to Customer at the price and against payment of the Charges set forth on the IS Ignite website and subject to the Hardware Purchase Product Terms.

4.2 Ownership in the Cloud PBX Hardware shall pass to Customer upon payment of the full purchase price and Charges by you or until such purchase price and Charges have been paid by IS Ignite to the Supplier, whichever occurs later. Customer shall not allow the Cloud PBX Hardware or any part thereof to become encumbered in any manner prior to passing of Ownership and shall advise third parties of the rights of IS Ignite in it.

5. Delivery, Installation and Implementation

5.1 IS Ignite or its Agent will deliver the Cloud PBX hardware at Customer's premises. Customer must examine the Cloud PBX Hardware upon delivery and make sure that it corresponds in all material respects with the Cloud PBX Hardware selected by you on the IS Ignite website and that it is in a good and satisfactory condition. A signed delivery note by Customer or your Personnel, shall constitute on the face of it proof that you had the opportunity to examine the Cloud PBX Hardware, that it corresponds with your selection and was delivered to and received by you in a good and satisfactory condition.

5.2 IS Ignite or its Agent shall use its reasonable endeavours to comply with the agreed Delivery Date and in the event that IS Ignite or its Agents are not able to deliver on the agreed date, IS Ignite and Customer will agree on the next Delivery Date. Customer may not cancel the Cloud PBX Solution or any part thereof or refuse to accept delivery thereof should Customer fail to honor the agreed Delivery Date.

5.3 In the event of onsite installation being selected:

5.3.1 Upon delivery of the Cloud PBX Hardware, Customer shall allow IS Ignite or its Agents, all reasonable access to its premises for the purposes of the installing, setting-up and configuring the Cloud PBX Hardware. In the event that IS Ignite or its Agents are unable to install the Cloud PBX Hardware on the Delivery Date, IS Ignite or its Agents shall on the date agreed upon by the Parties ("Installation Date") enter Customer's Premises for installation purposes.

5.3.2 IS Ignite or its Agents will install and/or connect the Cloud PBX Hardware on the Data Network and ensure a connection of the End-User Devices to the Control Unit and/or Gateway to enable implementation of the Cloud PBX Solution. A signed confirmation by Customer or its Personnel that installation, set-up and/or configuration of the Cloud PBX hardware was done, shall constitute on the face of it proof that it was done according to specification and agreement.

5.3.3 IS Ignite or its Agents are only authorized to and responsible for the installation, set-up and configuration of the Cloud PBX hardware that will reside on the Data Network, and not the Data Network itself.

5.3.4 In the event that IS Ignite or its Agents are unable to implement the Cloud PBX Hardware on the Delivery Date and/or Installation Date, IS Ignite or its Agents shall on the implementation date agreed upon by the Parties ("Implementation Date") provide IS Ignite or its Agents with access to the Data Network and Cloud PBX Hardware in order to activate the Cloud PBX Solution. Customer shall work together with IS Ignite or its Agents during implementation process and will activate the Data Network whenever required by to do so by IS Ignite or its Agents. A signed confirmation by Customer or its Personnel that implementation was done shall constitute on face value proof that the Cloud PBX Hardware is active and operating without any interruption, error and/or Fault and performs according to the technical specifications and this Agreement.

5.3.5 If delivery, installation, and/or implementation is delayed by reason of you or your Personnel's failure to ensure same, you will pay all reasonable wasted costs attributable to such delay, including, without limitation, the costs of accommodation, subsistence, travel, costs of sub-contractors or Suppliers, and costs of time wasted in abortive site visits.

5.3.6 Notwithstanding the aforesaid, should you fail to inform IS Ignite in writing that there is a Fault, or unreasonably and/or negligently delay or fail to sign any confirmation of delivery, installation or implementation, within 3 (three) Business Days of completion of the delivery, installation or implementation then the delivery, installation and/or implementation will be deemed to have been accepted by you.

5.3.7 Risk of loss, damage, theft and/or destruction of the Cloud PBX Hardware or any part thereof shall pass to Customer upon delivery of the Cloud PBX Hardware or any part thereof at Customer's Premises.

6. Access to Cloud PBX System

6.1 Notwithstanding Customer's Ownership of the Cloud PBX Hardware, the nature and complexity of the Cloud PBX Solution requires only IS Ignite or its Agents to have access to the Cloud PBX Hardware.

6.2 Customer shall only use the Cloud PBX Hardware for intended purposes and in conjunction with the Cloud PBX Hardware, and according to IS Ignite and/or the Supplier's specifications, documentation, warranties and instructions. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Cloud PBX Hardware; (ii) use the Cloud PBX Solution for any other purpose.

6.3 In the event that the Cloud PBX Hardware is purchased from IS Ignite by Customer:

6.3.1 access to the Cloud PBX Software and software configuration on the Cloud PBX Hardware (in this clause referred to as the "Software") shall with effect from the activation of the Cloud PBX Solution be restricted only to IS Ignite, its Personnel or its Agents. Under no circumstances will Customer or anyone else be allowed to: (i) access; (ii) open and/or tamper

with the Software; although access to Software is restricted to IS Ignite, Customer remains responsible for the hardware support and maintenance required for the Cloud PBX Hardware; 6.3.3 any Fault to the Cloud PBX Hardware may have a detrimental effect on the Cloud PBX Solution including the operation and functionality thereof. Customer remains responsible for replacing and/or repairing any faulty Cloud PBX Hardware or faulty Cloud PBX Software; 6.3.4 IS Ignite's responsibility shall only be limited to the support of the Cloud PBX Hardware insofar as to ensure that the Software configuration on the Cloud PBX Hardware and/or Cloud PBX Software, subject to the warranty limitations, is operating without any Fault.

7. User Data

You hereby consent that we may provide your User Data which may include, without limitation, personal identifiable information, product and serial numbers, information required for point of sale reporting to Suppliers and all necessary personal information to any Supplier who supplied Cloud PBX Software or Cloud PBX Hardware for purposes of this Agreement and to enable the Supplier to meet its obligations including, without limitation, quality control, recalling by the Supplier of Cloud PBX Hardware or Cloud PBX Software, and support to you.

8. Warranties

8.1 Subject to applicable law any warranty in respect of any replaced or repaired (including parts and/or faulty workmanship) parts of the Cloud PBX Hardware will be in accordance with the Supplier's warranty terms and IS Ignite cannot provide warranties over and above the warranties provided by its Suppliers.

8.2 Subject to the limitation in clause 9.1 IS Ignite will make good, subject to applicable law, either by repair or replacement, any Faults in the Cloud PBX Hardware which arise from defective materials or workmanship and which are notified to IS Ignite during the Warranty Period applicable to that part of the Cloud PBX Hardware.

8.3 The express warranties above specifically exclude and do not apply to Faults in the Cloud PBX Hardware:

8.3.1 caused by Uncontrollable Events, including without limitation flooding or accidental damage;

8.3.2 caused by inadequate maintenance of the Cloud PBX Hardware or the use or operation of Cloud PBX Hardware in an application or environment other than that intended or recommended by IS Ignite and/or the Supplier, including without limitation the Cloud PBX Hardware being subjected to unusual physical or electrical stress, lightning or surges in the mains power supply beyond the specified capability of the damaged Cloud PBX Hardware and the incorrect storage of the Cloud PBX Hardware;

8.3.3 caused by improper or unauthorised modifications, adjustments or alterations made to the Cloud PBX Hardware by persons other than IS Ignite or its authorized Agents;

8.3.4 which are caused by the use of the Cloud PBX Hardware in connection with other goods or Hardware not provided or approved by IS Ignite, and which would not arise from the use of the Cloud PBX Hardware alone;

8.3.5 caused by connectivity including Broadband Internet, VoIP services or any Hardware or software not provided by IS Ignite;

8.3.6 caused by accident, misuse, operator error, negligence or abuse by Customer, its Personnel and its Authorised User's and failure by them to comply with IS Ignite's or the manufacturer's specifications, operating and other instructions including regarding the installation and/or operation of the Cloud PBX Hardware;

8.3.7 caused by your failure to implement promptly any upgrade or any recommendation in respect of the Cloud PBX Hardware or as to Faults advised by IS Ignite;

8.3.8 caused by the combination of the Cloud PBX Hardware with other Hardware or software not agreed to by IS Ignite in writing;

8.3.9 caused by any action or omission which contravenes or voids any Supplier warranty including without limitation access, tampering, alteration, removal, disconnection of the Cloud PBX Hardware by you or your Personnel. In such event you will bear all costs of repairs, replacement and/or extended warranties.

8.4 Subject to applicable law and except for the above express limited warranties, IS Ignite makes no warranties or conditions on the Cloud PBX Hardware, express, or otherwise, and

IS Ignite specifically disclaims any implied warranty or condition of merchantability, fitness for a particular purpose, or non-infringement of third party intellectual property rights.

8.5 Upon the expiry of the Warranty Period, you acknowledge that you will be charged for any repair or replacement of the Cloud PBX Hardware unless you have purchased an extended warranty for the Cloud PBX Hardware from IS Ignite.

8.6 Depending on availability and our agreement with the Supplier you may have the option to purchase an extended warranty for Warranty Periods allowed by such Supplier and payment terms of such warranties will depend on the Supplier and in some instances, in the event that additional Hardware are installed after the original installation, such Hardware may be governed by a separate warranty that applies only to such Hardware, provided that the extended warranty may be pro-rated in line with the remainder of the original Warranty Period on the original installation to enable uniform management of such extended warranty on the installation as a whole.

9. Licensing and Intellectual Property Rights

9.1 Where applicable, and unless otherwise provided in the Supplier's license conditions, IS Ignite grants to you for the duration of the Agreement in terms of these Terms, a personal, restricted, non-exclusive, non-transferable sub-license to use one copy of an object code version of the software provided with the Cloud PBX Hardware and /or Cloud PBX Software ("the Software") solely for use of the Services on and in conjunction with the Hosted Voice Solution and only for internal purposes and where applicable only on the platform it is originally executed on. The license aforesaid and your license rights and use by Authorised Users are specified (and may be limited further) by the specific licensing terms provided by the third party Supplier thereof, or IS Ignite, whichever is applicable. In addition, you must abide by the license terms and conditions embedded in the Software in click-through form, if any. Depending on the Software Proprietor, licenses may allow you to install the application Software on one or perhaps more End User Devices, and have restrictions regarding further downloads or copying.

9.2 Customer shall without limitation be prohibited from and not be allowed (and not allow any person or third party) to directly or indirectly: (i) copy, reproduce, translate, modify, adapt, decompile, decrypt, disassemble or reverse engineer the Software or otherwise convert the whole or any part of the Software from object code into source code or reducing the Software to human readable form; (ii) adapt or create any derivative work or modification of the Software; and (iii) license, sub-license, transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease, assign and/or lend the Software or the Hosted Voice Solution in any manner whatsoever to any third party without IS Ignite's prior written consent.

9.3 In no event shall you copy Software onto any public or distributed network and you agree that the said Software is a trade secret and/or copyrighted material of the Proprietor. Where applicable you may make an archival, back-up copy, in accordance with law and may transfer Software with prior express written consent of the Proprietor.

9.4 IS Ignite will not be responsible for the licensing of any Software unless such Software forms part of the Cloud PBX Hardware and is supplied by IS Ignite and specified in the Application Form.

9.5 All rights, title and interest in and to all intellectual property relating to the Hosted Voice Solution, including any Software, owned by any Proprietor shall at all times remain the sole property of such Proprietor.

9.6 Upon termination of any licensed Software you agree to remove and destroy all copies of the Software.

10. Liability and Customer Warranties

10.1 Customer warrants that: (i) you will not use the Hosted Voice Solution in any way or in combination with any other Hardware, hardware, software or devices which may infringe any Intellectual Property Rights of IS Ignite and/or any third party and/or Proprietor; (ii) you will not allow anyone other than Authorised Users to access or use the Hosted Voice Solution; (iii) you will provide adequate redundancy, backup and disaster recovery measures for the Cloud PBX Software and Hosted Voice Solution as implemented for it as well as for all related data; (iv) you will comply with any security requirements and processes described in the specifications or recommended by IS Ignite or the Suppliers; (v) you will maintain a secure

environment to your Data Network and shall use reasonable endeavours to ensure security on it so as not to compromise the Data Network and/or the Hosted Voice Solution; and (vi) you will obtain such information and consents as may be required in law to permit compliance with these terms and your use of the Hosted Voice Solution, including as may be necessary to allocate telephone numbers to Authorised Users and otherwise to permit Authorised Users to access and use the Hosted Voice Solution.

10.2 The Hosted Voice Solution, including any software, as contemplated above, will be installed and used by Customer at his sole risk and responsibility.

10.3 Customer hereby indemnifies IS Ignite against all losses or damages it sustains or incurs as a result of breach by Customer of any warranties contained in these Terms.

11. New Premises and/or Location

In the event that you decide to move and/or relocate to a different location and/or Premises, IS Ignite shall move and/or relocate the Hosted Voice Solution to the new Premises and/or location at Customer's costs which Customer will pay.

Part B - HOSTED VOICE Support Services

13. General Support

13.1 IS Ignite reserves the right to perform the Support Services through a third party supplier.

13.2 IS Ignite will only provide Cloud PBX Support Services to Customer who subscribes to the Primary Services.

13.5 The Cloud PBX Support Services to be provided as envisaged herein will be rendered either remotely or on-site at the Premises. However all Cloud PBX Support Services rendered on-site will be charged on a time and material basis.

13.6 In order to ensure the effective performance of the Support Service, IS Ignite will make the following available to Customer (i) IS Ignite Call Centre (ii) event logging system; (iii) remote access tools; and (iv) a set of procedures to ensure that the correct attention is in place on problems relating to the Cloud PBX System are reported.

13.7 IS Ignite will make its IS Ignite Call Centre including IS Ignite Engineers available to perform Cloud PBX Support Services and to attend to any preventative and reactive task required to sustain the availability of the Primary Services and the operation and functionality of the Cloud PBX System as determined by IS Ignite in their sole discretion. No IS Ignite Engineer will be made available to Customer on a full time basis.

13.8 Customer will log all Support Services request directly with IS Ignite Call Centre and will escalate such logs accordingly within the IS Ignite Support team. In the event that the Fault logged by Customer does not relate to the Cloud PBX Support Services, IS Ignite shall notify Customer and Customer shall resolve such Fault directly with its suppliers for resolution.

14. Customer Responsibilities

14.1 Access To Premises:

14.1.1 Should it be required to provide the Cloud PBX Support Services at Customer's Premises, Customer shall allow IS Ignite Engineers reasonable access to the Premises and the Cloud PBX Hardware for the purposes of performing Cloud PBX Support Services and/or to affect any repairs or replacement of the Cloud PBX System. If Customer's Premises are situated beyond a radius of 50km from IS Ignite Office, Customer acknowledges that IS Ignite reserves the right to charge travelling fees.

14.1.2 Customer warrants that the:

14.1.2.1 Premises and/or the area where the Cloud PBX System is installed meets the requirement of the Occupational Health and Safety Standards;

14.1.2.2 the current electrical work, wiring, cables and information communication technology meets the SABS requirements;

14.1.2.3 landlord and/or the governing body(ies) (if the Premises are in an office complex and/or any complex), of the Premises where the Cloud PBX Hardware is installed are aware of: (i) the Cloud PBX Support Services to be performed; and (ii) what such Cloud PBX Support Services entails; and

14.1.2.4 landlord and/or governing body(ies) (if the Premises are in an office complex and/or any complex), of the Premises where installation will be done have given Customer the necessary approvals to allow IS Ignite to commence the installation work.

14.1.3 Should IS Ignite at any time whilst carrying out Cloud PBX Support Service on-site deem the Premises and/or area where the Cloud PBX Hardware is installed to be dangerous, unsafe and/or risky for the IS Ignite Engineer to commence and/or continue with the Cloud PBX Support Services, IS Ignite shall without incurring any damage and/or liability of whatsoever nature to Customer cease the performance of the Cloud PBX Support Services until Customer has fixed and/or repaired the Premises and/or area for installation purposes and/or Cloud PBX Support Services, within the timeframe agreed upon by the Parties.

14.1.4 Should Customer fail to fix and/or repair the Premises and/or area within the time frame agreed upon by the Parties, IS Ignite shall have no other alternative but to suspend the performance of the Cloud PBX Support Services. Customer shall not be entitled to terminate the Cloud PBX Support Services including the Agreement on the basis that IS Ignite has suspended the performance of the Cloud PBX Support Services. Customer will remain liable to pay IS Ignite the support Charges until termination of the Cloud PBX Support Services in accordance with the provisions of these Product Terms.

14.1.5 IS Ignite may as part of the Cloud PBX Support Services be required to dig, drill, remove pavement, carpets, tiles, ceilings, glue etc. in order to repair, remove, and install the Cloud PBX Hardware. Customer hereby gives IS Ignite the permission to carry out any drilling, removal and/or apply any glue required for repair, removal and/or installation purposes. Customer warrants that it has received permission from the landlord (where the Premises are rented) and/or any governing body(ies) (where the Premises are in an office complex or any complex) to carry out any drilling, removal and/or apply any glue required in the interior and exterior of the walls and the common area, for installation purposes.

14.1.6 IS Ignite will use reasonable commercial endeavors to ensure that the on-site Cloud PBX Support Services are performed in a professional manner without causing any damage of whatsoever nature to Customer. However, IS Ignite cannot guarantee that the Cloud PBX Support Services will be performed without errors, Faults and/or causing damages of whatsoever nature to the Premises.

14.2 Access to Personnel:

14.2.1 Customer shall further appoint one (1) individual within its organization to serve as primary contact between IS Ignite and Customer and to receive support through IS Ignite Call Centre. All of Customer's Cloud PBX Support Services enquiries shall be initiated through these contacts and logged internally.

14.2.2 Customer agrees to provide IS Ignite with reasonable access to all necessary personnel to answer any questions about any problems or Faults reported by Customer or picked up by IS Ignite regarding the Primary Services or the Cloud PBX Hardware.

14.2.3 Customer shall appoint personnel with adequate knowledge pertaining to Customer's information technology infrastructure to work together with IS Ignite team and/or IS Ignite Engineer.

15. Scope Of IS Ignite Cloud PBX Support Services

15.1 Cloud PBX Support Services to provided include:

15.1.1 the overall support services of the Cloud PBX Hardware to ensure efficient operation of the Hosted Voice Solution;

15.1.2 replacement of all parts and consumable required to sustain the operation of the Cloud PBX Hardware. IS Ignite will only supply replacement parts provided that the purchased Cloud PBX Hardware is still in the Warranty Period;

15.1.3 error checkups on the configuration including software updates and/or patching;

15.1.4 installation, set up and configuration of the replacement Cloud PBX Hardware.

16. Cloud PBX Support

- 16.1 IS Ignite will use its reasonable commercial endeavors to ensure the continued operation, functionality and availability of the Cloud PBX Hardware.
- 16.2 IS Ignite will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the Cloud PBX Software (if any) installed which will include any patches, updates, and security updates/patches of whatever nature relating to the Cloud PBX Software. Customer herewith authorises IS Ignite to implement any of the above, as and when it deems fit.
- 16.3 IS Ignite will only support the Cloud PBX Software configuration and should Customer load any other software or application into the Cloud PBX Hardware and/or allow any person to load any software and/or application into the Cloud PBX Hardware, Customer will be responsible for the support of such software and/or application.
- 16.4 IS Ignite shall make the IS Ignite Call Centre available 24 hours 365 days a year to address all queries logged and to ensure that all Support Service request are escalated to IS Ignite Call Centre for response and resolution purposes.
- 16.5 Customer shall log all service requests and technical support calls directly with IS Ignite Call Centre by:
- 16.5.1 E-mail: support@isignite.co.za
- 16.5.2 Telephone 087 701 0222
- 16.6 Upon receipt of a log, IS Ignite shall perform a diagnosis to determine if the Fault logged relates to the:
- 16.6.1 Cloud PBX Hardware; or
- 16.6.2 Data Network or Broadband Internet connectivity.
- 16.7 In the event that the Fault logged relates to the Cloud PBX Hardware, IS Ignite will:
- 16.7.1.1 prioritise the response and resolution of the Fault in accordance with the priorities set out in the table below;
- 16.7.1.2 determine if the Fault logged requires remote support or on-site support.
- 16.7.1.3 as first priority, use its reasonable efforts to resolve the Fault remotely failing which, IS Ignite will (depending on the nature and level of priority of the Fault logged) dispatch the IS Ignite Engineer to go on-site to either re-configure the Cloud PBX Hardware.
- 16.7.1.4 All on-site support services required will only be attended to during business days and business hours and in accordance with the level of priority placed on such logged Fault. IS Ignite will in its own discretion and after determination of the nature of the Fault, provide after-hours support service outside business days and business hours.
- 16.8 In the event that the Fault logged relates to the Cloud PBX Hardware supplied by IS Ignite, IS Ignite will use its reasonable efforts to resolve the Fault remotely failing which, IS Ignite will (depending on the nature and priority level of the Fault logged) dispatch the IS Ignite Engineer to go on-site to either repair or replace the faulty hardware forming part of the Cloud PBX Hardware. IS Ignite will only repair or replace the faulty hardware if such faulty hardware is within the Warranty Period or is rented from IS Ignite. In the event that Customer's warranty on the faulty hardware has expired, Customer acknowledges that IS Ignite will only repair or replace such faulty hardware provided that Customer has signed the IS Ignite Professional Quote for such repair work or replacement.
- 16.9 Should IS Ignite attend on-site and determines that the Fault is caused by the Data Network and/or Internet Broadband connectivity not supplied by IS Ignite, the Customer will:
- 16.9.1 attend to the repair of such Data Network and/or Internet Broadband connectivity and to ensure that it is operational in order for the Cloud PBX Hardware to operate;
- 16.9.2 pay IS Ignite on a time and material basis for all wasted costs incurred by IS Ignite.
- 16.10 Customer will be required to provide the IS Ignite Call Centre with its company name, customer number, contact person, contact details and a complete description of the problem.
- 16.11 IS Ignite will keep Customer informed of the progress of the problem resolution.

17. IS Ignite Cloud PBX Support Exclusions

- 17.1 Cloud PBX Support Services will not include any of the following:
- 17.1.1 Faults in the Cloud PBX Hardware;
- 17.1.2 repair of any damage to the Cloud PBX Hardware caused by an Uncontrollable Event, fire, water, electrical surges, lighting damage, accidents, neglect, misuse or any other use than that for which the Hardware is designed, failure or electrical power, air conditioning and humidity control;

17.1.3 performance of services concerned with the relocation of the Cloud PBX Hardware or adding or removing accessories, attachments or other devices;

17.1.4 operator user functions which should be carried out by the Customer in terms of the operator and user manuals;

17.1.5 supply and installation of replacement batteries;

17.1.6 replacement of any cabling external to the Cloud PBX Hardware, damaged through wear and tear;

17.1.7 any repairs required by Customer caused by misuse or negligent use of the Cloud PBX Hardware;

17.1.8 any alternation, attachments, features or specific changes made to the Cloud PBX Hardware after signing this Agreement which will result in the adjustment of the Support Services charges;

17.1.9 in the event that the warranty on the purchased Cloud PBX Hardware has expired;

17.1.10 in the event that Customer modifies, alters and/or misuses the software and/or tampers with the Cloud PBX Software configuration.

17.2 IS Ignite will not be responsible for the licensing of any software unless such software forms part of the Cloud PBX Hardware or is specified on the IS Ignite website.

17.3 Customer agrees that any software, as contemplated above, will be installed and used by customer at his sole risk and responsibility. IS Ignite shall not be liable for any defects in such.