

Euphoria Telecom (Pty) Ltd agrees to provide communication services to the Customer subject to the following terms and conditions:

## 1. INTRODUCTION

1. We have entered into agreements with various companies to provide wholesale electronic communications network service ("ECNS") and electronic communications service ("ECS"). We are authorised to resell these licensed services.
2. This Agreement sets out the terms and conditions that We have agreed with You, to provide You with the Services (and any other services) that You have requested from Us.

## 2. INTERPRETATIONS AND DEFINITIONS

In this Agreement, the following terms will have the meanings provided below:

1. **"AGREEMENT"** means the terms and conditions set out in this document together with its annexures and any amendments or variations hereto, including Euphoria Telecom's quotation when this is accepted by You.
2. **"APPROVED HARDWARE"** means Your hardware which has been certified and approved for use with Euphoria Telecom's services by Us.
3. **"AFSA"** means the Arbitration Foundation of Southern Africa (or its successor).
4. **"CHANGE MANAGEMENT"** means the Euphoria Telecom process of making a change to the settings or scope of the Service.
5. **"CLOUD"** means the use of remote servers accessible over an internet connection.
6. **"DAYS"** means (ordinary or working) days in South Africa.
7. **"DEMO EQUIPMENT"** means any equipment provided to You by Us on Your request or Our recommendation for the purposes of testing the Euphoria Telecom service.
8. **"DEMO PERIOD"** means the agreed upon period that demo equipment will be provided to You by Us for the purposes of testing the Euphoria Telecom service.
9. **"DOWNTIME"** means Euphoria Telecom's servers are unavailable due to problems with Euphoria Telecom's systems or hardware, not due to any Third-Party dependency.
10. **"ECA"** means the Electronic Communications Act 36 of 2005.
11. **"EMERGENCY"** means the Customer is unable to make use of the Services while using approved hardware and Suitable Connectivity for voice transmission.
12. **"EQUIPMENT"** means equipment supplied by Euphoria Telecom to you for use with the Service.
13. **"ICASA"** means Independent Communications Authority of South Africa.
14. **"MONTHLY UPTIME PERCENTAGE"** means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in a calendar month, divided by the total number of minutes in a calendar month.
15. **"ONE MONTH'S NOTICE"** means notice may be given on the first day of the month and will continue until the last day of the month. Accordingly, where notice is given on any day other than the first day of the month, the notice period will only commence on the first day of the following month and will continue until the last day of that same month.
16. **"PBX"** means Private Branch Exchange, which is a private telephone network used within a company.
17. **"PoPIA"** means the Protection of Personal Information Act 4 of 2013.
18. **"SERVICE"** means the provision of Cloud PBX and voice services, call recording and logging, cloud-based (hosted) email services and data and/or internet services offered by Euphoria Telecom, one or more of which may be selected by You as more fully described in Our Service Level Agreement (SLA).
19. **"SERVICE FEES"** means the fees charged by Us to You for using our Service.
20. **"SUPPORT"** means providing assistance by email or telephone and/or diagnosing a problem directly related to the functioning of the Service.
21. **"TMS"** means Euphoria Telecom's proprietary online Telephone Management System.
22. **"YOUR DATA"** means all electronic data or information submitted by You as and to the extent it resides in the Euphoria Telecom service. Refer to our Privacy Policy on our website, [www.euphoria.co.za](http://www.euphoria.co.za), for more information relating to Your Data and Privacy.
23. **"VoIP"** means Voice Over Internet Protocol.

### 3. PERIOD OF THIS AGREEMENT

1. This agreement will commence on the date of signature and will continue until either party terminates the agreement on 1 (one) month's written notice or for breach as defined in section 11.

### 4. SERVICES

1. Euphoria Telecom will provide You with the Service in accordance with the service levels as outlined in our SLA and supply the Equipment (if any has been requested by You).
2. Our Service will be provided in accordance with generally accepted telecommunications industry standards.
3. We undertake to keep the Service available at all times. However, our Services have Third-Party and connectivity dependencies and We are not in control of those networks and services.
4. It is Your responsibility to make sure that You have the necessary contingency plans in place should our Services not be available at any time.
5. The notice of cancellation of services either collective or individual is subject to 1 (one) month's written notice. Cancellations will be processed within 2 (two) business days.

### 5. YOUR UNDERTAKINGS

1. You agree that You have assessed Your needs and the Service and Equipment selected by You are suitable for Your requirements.
2. You agree that while using the Services You will comply with all applicable laws. We draw Your attention to our "Shared Responsibility Model" which is outlined in our Privacy Policy.
3. You agree that it is a material term of this agreement that You have read, understood and agreed with Euphoria Telecom's "Terms & Conditions", "Acceptable Use Policy", "Privacy Policy" and the Euphoria Promotion of Access to Information Manual ("PAIA Manual"). These documents are published on the Euphoria website: [www.euphoria.co.za](http://www.euphoria.co.za)
4. You understand that interconnectivity between communication networks is an essential requirement for our Services. As such You agree that You will not do anything (or fail to do something) which may damage, impair or prevent Euphoria Telecom's network or; the network of Our suppliers or any interconnected networks from interconnecting with Us and vice versa.
5. You acknowledge that if We or Our suppliers have reason to believe that You are abusing the Service or using the Service unlawfully or for an improper purpose then We (or Our suppliers) are entitled to suspend the provision of the Service without liability to Euphoria Telecom or Our suppliers. If the Service is suspended in terms of this clause, We will give You notice of the suspension and the reasons for the suspension. In addition, You indemnify Euphoria Telecom and hold us harmless against any claims by third parties in respect of any claims or losses incurred as a result of prohibited or unlawful activities conducted by You while using the Service.
6. You will ensure that all Your staff are trained in the proper use and operation of the Equipment and the TMS and that they are used in accordance with applicable manuals and instructions.
7. You agree to comply with any reasonable instructions issued by Euphoria Telecom regarding Your use of the Service and Equipment required for the provision of the Service.
8. You agree to provide Euphoria Telecom with all information relating to Your use of the Services and Equipment should we require this information.
9. You will provide Euphoria Telecom with primary contacts responsible and authorised to interact with us for administration, ordering new products and services, and submitting Support requests. You must notify Us of any change to the details of Your primary contacts. Please see our Privacy Policy for information on how We process personal information.
10. You will provide Euphoria Telecom with all hardware information regarding hardware that You intend to use with the Service for our verification and approval.
11. You must confirm in writing the length of time You require retention of Your data for Your individual extensions in order to comply with the legal or regulatory obligations of Your industry. Euphoria Telecom's standard data retention period is 6 (six) months. Additional retention is available per extension at an additional monthly charge.
12. Euphoria Telecom will provide You with the ability to have multiple extension types on an account, the default extension will automatically be the extension type of greater quantity. Should You have an account with multiple extension types it is Your responsibility to stipulate which additional extension types You require as Your account will automatically be charged at the rate applying to Your default extension type unless otherwise stipulated by You at the time of placing Your order.

13. Should You cancel this Agreement it is Your responsibility to download Your call recordings within Your notice period as this data will no longer be available once Your account has been cancelled and removed from our system.
14. You agree to have suitable connectivity in place. Suitable connectivity means a quality internet connection with low enough latency, jitter and packet loss for clear voice transmission. Using a Wi-Fi connection has no guarantee of acceptable call quality. Sharing voice and data over a single connection without quality of service for voice traffic has no guarantee of acceptable call quality. Using a smartphone application on a connection that is congested or without quality of service for voice traffic, has no guarantee of acceptable call quality.
15. You agree that Euphoria Telecom can send You updates related to Our business and services. This information will contain system and service reports. It may also include marketing materials. If and when You receive marketing emails from us You will have the option to ask Us to remove You from that particular mailing list.
16. Should You install or enable Third-Party Applications for use with the Service, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Service. Euphoria Telecom shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers.
17. You are responsible for all activities on your account, including the content and the data associated with it. You are obliged to keep your account details safe including not sharing them with anyone. You are required to take all commercially reasonable efforts to prevent unauthorised access to, or use of, the Euphoria Telecom Service, and to notify Euphoria of any unauthorised activity immediately once you become aware of it.

## 6. CHARGES

1. Fees for the Service and Equipment (if any) are set out in the quotation accepted by You when You request our Service or Equipment.
2. International payments are accepted, however You will be liable for all transaction fees including foreign exchange. Any transaction fees will be allocated to Your account once the funds have reflected in our bank account.
3. Euphoria Telecom has the right to change the costs of its Services at any time on 30 (thirty) days' notice, except for service charges based on foreign exchange which may change without notice.
4. Charges for additional services will be invoiced separately at Euphoria Telecom's standard service rates.
5. Demo equipment provided to You remains the property of Euphoria Telecom and must be returned by You once the Demo period has expired, failure to do so will result in the equipment being charged to Your account at the full retail price. Demo equipment when returned must be in the same condition as it was provided to You, fair wear and tear excepted.
6. An extension initiation fee applies to all new extensions. The extension initiation fee provides for the complete setup and routing of the extension as well as training.
7. Call rates are determined by Third-Party providers and therefore subject to change without notice.

## 7. CREDITS AND DEPOSITS

1. You authorise Euphoria Telecom to conduct all reasonable credit checks and searches to verify Your information and to establish Your creditworthiness and You agree to provide Us with all documents reasonably required by Us to undertake the necessary credit checks. We undertake that We will comply with PoPIA when processing Your information in this way.
2. We will set a calling credit limit for You by agreement with You and for which We may require a deposit. If You reach or exceed the calling credit limit set at any time during the use of the Service, Your outbound calling services will be automatically suspended. These services will only be restored once You provide Us with an additional deposit or other security. We may on Your request and at Our discretion provide You with a temporary credit limit increase, You will be liable for call charges incurred by means of such a temporary increase.
3. You must provide us with confirmation of Your bank account, any refunds owing to You will be paid into the account for which You have provided confirmation. You must notify us of any changes to Your bank account details.

## 8. PAYMENT

1. Euphoria Telecom's invoices will be deemed to be correct unless You raise a dispute or query within 45 (forty-five) days of receiving Your invoice. If You dispute or query an invoice You must submit a written claim for the disputed

amount, fully documenting the basis of the claim and providing sufficient evidence and documentation to support Your claim. You remain liable to pay all undisputed amounts.

2. A deposit fee is applicable for all cash and cheque deposits and will be added to Your account.
3. Payments must be made in full, You may not deduct from the amount owed any set off, counterclaim or other sum unless Euphoria Telecom agrees in writing. If a dispute arises regarding the payments to be made hereunder, You shall pay all amounts due, and the Parties shall attempt in good faith to resolve the dispute as promptly as practicable.

## 9. ALLOCATED TELEPHONE NUMBERS

1. You are entitled to port Your number/s in accordance with the rules of any applicable regulator or authority such as ICASA.
2. You are not permitted to use a number in any geographical area other than the geographical area to which the number is assigned.
3. The rights in geographic specific numbers from the national numbering range (for example, 021 or 031) will be deemed to be those of the Customer in accordance with ICASA regulations and may be ported prior to termination of this Agreement.
4. Calls using 086 or international numbers as their calling line identify ("CLI") when dialing to local numbers will be blocked as required by ICASA.

## 10. GEOGRAPHIC NUMBER PORTING

1. We help facilitate geographic number porting from fixed line number operators as well as their registered service providers and electronic communications network services ("ECNS") licensees under the ECA. This porting can take between 7 to 21 (seven to twenty-one) days to complete and is entirely dependent on the systems and processes of the Number Portability Company and Your current service provider.
2. Due to the importance of porting telephone numbers, it is critical that You test Your ported numbers from all networks in order to establish if there are any issues. Any issues arising after porting has taken place must be reported to Euphoria Telecom.
3. It is Your responsibility to ensure all services no longer required are cancelled with Your current provider by You. Euphoria Telecom will not be liable for any charges incurred by You from Your current provider due to services not being cancelled. Euphoria Telecom cannot cancel any services on Your behalf nor can We advise on which services to cancel. Cancellation of services takes place between You and Your current provider.
4. Services should only be cancelled with Your current service provider once Your number(s) have Ported to Euphoria Telecom and have been tested. Should You cancel Your services before the porting process has taken place Your number(s) will be lost.

## 11. BREACH

1. Either party may, on giving ten (10) days' written notice to the other identifying the nature of the breach, terminate this Agreement unless the party receiving the notice cures the breach within the ten (10) day period.
2. On termination, You must pay Euphoria Telecom for all services rendered and expenses incurred by You prior to the date of termination whether or not We have invoiced You at that time for those services and expenses.
3. On termination of this Agreement You must return all Demo equipment to Us in the same condition as it was provided to You, fair wear and tear excepted.

## 12. LIMITATION OF LIABILITY

1. Euphoria Telecom will not be liable to You, Your employees, agents or subcontractors or any Third-Party for any consequential, indirect, special or incidental loss or damage of whatsoever nature and howsoever arising.
2. This includes but will not be limited to loss of property; and loss of profit, business, goodwill, revenue or reputation, or anticipated savings; or any costs, claims or demands whether out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability, in delict or otherwise, whether asserted against Euphoria Telecom or against the Customer by any Third-Party and whether based on or in relation to this Agreement, any service or supply of ancillary equipment or services, the rendering or non-rendering of the services, withdrawal or suspension of services, or otherwise.
3. Euphoria Telecom depends on Third-Party providers, directly or indirectly, to provide its Services. To the extent permitted by law, the Customer agrees not to hold Third-Party service providers liable for damages, losses, costs

or expenses for any consequential, incidental or indirect losses or for any loss of profits, business, income or interest, or in respect of any claims by Third-Parties arising from or in connection with any act, omission, neglect or default of a Third-Party provider.

4. Your exclusive remedy for any claim arising directly and solely out of this Agreement is for Us to refund the Services Fees paid to Euphoria Telecom by You in the 6 (six) months period immediately preceding the event that gave rise to the claim.

### 13. GENERAL RIGHTS AND OBLIGATIONS

1. Neither You nor Us are legally obliged to comply with any express or implied term, condition, undertaking, representation, warranty, or promise not recorded in this Agreement.
2. This Agreement replaces any arrangement or understanding held by the parties before the commencement of this Agreement.
3. We may modify or amend this Agreement from time to time, effective immediately following delivery of an email notice thereof to You. Disputes to updated terms are to be submitted by You in writing within 7 (seven) days, failing which the update terms will be deemed as accepted.
4. Performance under this agreement might be interrupted by certain unavoidable events that are known in law as "Force Majeure". These include anything that the parties cannot control, including war, civil commotion, political or civil disturbance, riot, insurrection, strike, lock-out, industrial action, unavailability of essential services, boycott, fire, explosion, flood, storm, subsidence, epidemic or other natural or physical disaster, sabotage, terrorism, acts of any state or government or other authority or other "acts of God". If You or Euphoria Telecom cannot carry out any obligations under this Agreement because of any "force majeure", then that party need not perform to the extent and for the time that they are unable. If this happens, the party who cannot perform must inform the other party within 5 (five) days of the situation arising, unless the situation means that they cannot give notice. If the "force majeure" situation continues for more than 30 (thirty) days after the beginning of the force majeure event, the other party may terminate this agreement by notice in writing to the affected party. If this happens, neither You nor Euphoria Telecom will be liable for any losses as a result of the "force majeure".
5. If there is a dispute about this Agreement, the party disputing the Agreement must notify the other in writing. The authorised senior executives of each party must do their best to resolve the dispute in good faith within 14 (fourteen) days of the notification. If the dispute is not resolved within that period, the matter will be referred to mediation under AFSA's rules. If mediation has still not been successful within a further 14 (fourteen) days, the parties must refer the dispute to arbitration under AFSA's latest rules for expedited arbitrations. The arbitration will be conducted in English in Cape Town or to a court with jurisdiction to hear the matter. If the parties cannot agree on the arbitrator within 10 (ten) days of referral, the secretariat of AFSA will appoint the arbitrator.
6. Should We bring legal proceedings against You to enforce payments of amounts owed to Us, You will be responsible to pay all costs We incur in collecting the payment.
7. Neither party will lose any of its rights under this Agreement if it does not immediately and in every instance insist on them being enforced.
8. You agree to accept any notice and legal processes at the address indicated on the front page of this Agreement.
9. We agree to keep all personal information obtained regarding You confidential and will only use such information for the purposes of providing services, conducting the necessary credit checks, recovering debt, for our internal administrative purposes, to meet our legitimate business requirements and/or otherwise as permissible in terms of PoPIA.
10. You also agree that Euphoria Telecom may make use of and reference our service to You for the preparation and publishing of case studies, which We may make available on our website and/or present to other clients and potential clients; and for, awards submissions, the production, display and publication of credential decks, video showreels and other Euphoria Telecom marketing materials.
11. Should this Agreement be cancelled You will remain liable for any contractual Third -Party service charges entered into on Your behalf by Euphoria Telecom, for the duration of the Third-Party service contract.
12. If any part of this Agreement is or becomes illegal, invalid or unenforceable in a particular jurisdiction that will not affect the legality, validity or enforceability of any other part of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of this agreement.
13. Euphoria Telecom choose as their domicilia citandi et executandi for all purposes under this Agreement the following address 2nd Floor, The Terraces, Black River Park South, 2 Fir Street, Observatory, 7935, Cape Town, South Africa.
14. South African law and courts apply to this agreement.

## 14. CUSTOMER PRIMARY CONTACTS

These are contacts provided by You that are responsible and authorised to interact with Euphoria Telecom.

For these contacts to be provided with TMS Manager Logins, they must be included when You complete the PBX setup form which will be provided to you by our Production Department during onboarding. **TMS Manager Logins are charged at an additional fee.**

You must specify on Your Customer Service Agreement which of the contacts that You have provided are authorized to place orders and/or request changes to your account information. You are required to notify Us should the details of Your contacts change.

## 15. SERVICE LEVEL AGREEMENT

### 1. SCOPE OF SERVICE

Subject to You paying all amounts due by You and complying with the terms of the Agreement. We will:

- a. Maintain the backend server environment and systems;
- b. Monitor the servers and processes;
- c. Host our platform in a secure data centre environment;
- d. Provide remote support;
- e. Respond to service-related queries during business hours Monday to Friday (08h00-17h00);
- f. Provide after-hours support between 17:00 pm to 08:00 am on business days, and 24-hour support on weekends. This is provided exclusively for *Emergency Situations*. Should You request support after hours for non-emergency related support, We have the right not to provide it or to provide it and charge You our standard, market related hourly support rates.

### 2. SERVICE UPTIME

- a. Cloud PBX and voice services will be operational and available to You at least 99% of the time in a 3 (three) calendar month period ("the Service Undertaking").
- b. Should We not meet the Service Undertaking and provided You are not in breach of any obligations in terms of this Agreement, You will be eligible to receive a rebate on Your Service Fees as detailed in table 1 below:

(Table 1)

Monthly Uptime Percentage	Rebate on the monthly service fees
< 100.00% - ≥ 99.8%	0%
< 99.8% - ≥ 99.6%	10%
< 99.6% - ≥ 99.4%	25%
< 99.4%	50%

**Please note Service fees only relate to perpetual monthly fees which excludes airtime.**

- c. To qualify for a rebate, You must request it in writing within 30 (thirty) days of the end of the month in which You believe services did not achieve the required Uptime.
- d. The maximum rebate that will be granted to You for Downtime that occurs in a 3 (three) month calendar period will not exceed 50% of Your Service Fees for the month in which the Downtime occurs.  
**Support as described in this SLA will be delivered during agreed operational hours.**
- e. Incidents and service requests logged through our helpdesk on [support@euphoria.co.za](mailto:support@euphoria.co.za) will be provided with a unique reference number.
- f. Please note: Issue related tickets will be assigned to the contact person who logged the call. This contact will receive notification that the ticket has been logged as well as a response around resolution.
- g. Euphoria will attempt to Respond, Restore and Resolve the Service as detailed in Table 2 below;
- h. Please note: when an incident occurs during scheduled maintenance, the Restore and Resolve times will start from the end of the scheduled Downtime.

### 3. EUPHORIA'S TIME TO RESPOND, RESTORE AND RESOLVE (Table 2)

Priority	Business Hours Incident Response Time	Business hours Incident Restore Time
<b>Priority 1 Urgent</b>	15 minutes	4 hours
<b>Priority 2 High</b>	60 minutes	8 hours
<b>Priority 3 Medium</b>	120 minutes	12 hours
<b>Change Request Low</b>	<i>Please refer to timeframes as per section 5 (Table 3) below</i>	

### 4. DEFINITIONS

- Response Time** – this indicates the amount of time for Euphoria to confirm Your support request has been received (this may include an email with Your ticket reference, It is recommended that all P1 calls are logged directly with our Support Administrator on [support@euphoria.co.za](mailto:support@euphoria.co.za))
- Restore Time** – this indicates the amount of time for Euphoria to provide a working solution to the problem, so business can continue (this might include a workaround solution until the full resolution can be implemented).

### 5. ISSUE CLASSIFICATION (Table 3)

PRIORITY CLASSIFICATION			
PRIORITY	EXAMPLE	LOSS OF OPERATING CAPACITY	DESCRIPTION
<b>P1 Urgent</b>	- Full outage, all users - Users cannot make a call; - Users cannot receive a call; - Users cannot access the application.	>40% loss	The system is unable to operate in a substantial manner. Revenue is being lost or service levels are severely affected and the restoration is vital to avoid further revenue losses.
<b>P2 High</b>	- Partial Outage Multiple Users -Application is slow, but still accessible; - Service degradation on telephone calls.	< 40% loss	User capability constrained as a result of the incident.
<b>P3 Medium</b>	- Low Impact - A single user cannot make use of the telephony system or application (require fault finding);	< 10% loss	A small section of the contact centre capability is impaired.
<b>P4 Low</b>	- Account updates - Change requests - Customer support	0%	Customers who would like to change certain settings to their system.

Note: please see all exclusions as per below.

## 6. INCIDENT REPORTS

An Incident Report will be made available once the scope of the incident has been identified and mitigating measures have been put into place.

Should it be determined that identifying the cause of the fault will take longer than 5 working days, an Interim Report will be released.

## 7. ACCOUNT UPDATES

Pertains to any request that is associated with a change to the account that has a billing implication. Such as the addition or removal of services.

- a. All account updates are to be requested either from within the TMS Control Panel or via email to [accounts@euphoria.co.za](mailto:accounts@euphoria.co.za).

## 8. CUSTOMER SUPPORT

Pertains to customers requiring assistance in making a change to their PBX settings via the TMS Control Panel.

- a. If customers are unsure of how to make a required change, they may send an email to [support@euphoria.co.za](mailto:support@euphoria.co.za) or call Euphoria support during business hours on 087 231 0600 and receive guidance on how to do it at no charge.
- b. Customers may also refer to the solution library available at [support.euphoria.co.za](http://support.euphoria.co.za)
- c. Customer support does not include Euphoria staff implementing changes for a customer.
- d. Support can be given using TeamViewer or Shared Screens to make it easier to guide the customer on where to click and what to select to make the required change.

## 9. CHANGE REQUESTS

Pertains to any request to make a change to Your PBX that You can do Yourself using the TMS Control Panel and has no billing implication. Such as a change to a hunt list, call forward, IVR or an inbound route.

*All customers are provided with system training as part of their initial onboarding, this is in order for a customer to manage and make changes to the platform themselves. After training should a customer require guidance to change their setup, Euphoria will be available to assist with how to make the changes to the platform and additional training sessions can be arranged if required.\**

## 10. CHANGE MANAGEMENT

- a. From the date of installation clients are provided with a 3 month settling period whereby approved change requests can be made without a contract or financial implication provided they are within the scope of the systems capabilities.
- b. Following the 3 months settling period should a customer require Euphoria to complete change requests on their behalf they are required to request our change management service. Please send an email to [accounts@euphoria.co.za](mailto:accounts@euphoria.co.za) for further information.

### **Change requests are not included in the service for two reasons**

- c. PoPIA does not allow general Euphoria staff to have access to customer data (including their TMS Control Panel) without clear acceptance and instruction from the customer.
- d. Customers can easily make the changes themselves and therefore these support costs are not built into the price of the Service.

\*Additional training can be provided please email [support@euphoria.co.za](mailto:support@euphoria.co.za) to arrange for a quotation.

## 11. FEATURE / DEVELOPMENT REQUESTS

Pertains to any request for a feature that requires a development change to any aspect of the platform. Such as a request for an additional report or function.

- a. Feature/development requests are not included in the SLA in any way.
- b. Euphoria has no obligation to implement a feature/development request.
- c. Euphoria may implement feature/development requests if it evaluates that it will add value to the platform as a whole.
- d. Euphoria reserves the right to alter, modify, upgrade or update their platform.

## 12. SCHEDULED MAINTENANCE

- a. From time to time Euphoria will schedule preventative maintenance for the PBX platform (“Scheduled Maintenance”), which in certain cases may lead to non-availability of the Service. Wherever possible, the customer will be given reasonable advance notice (in the form of electronic mail) in respect of any scheduled maintenance. Scheduled maintenance may be attributable to, inter alia:
- b. Preventative maintenance;
- c. Systems moves or reconfigurations;
- d. System testing of new systems/enhancements, and/or
- e. Implementations of new systems/enhancements.
- f. Please note that access to the Euphoria client call centre servers will be required for all scheduled maintenance.

## 13. CUSTOMER RESPONSIBILITIES

The Customer will provide the following infrastructure, applications, telecommunications, facilities and services and retain responsibility for the following services; in the following ways:

- a. Maintain the LAN infrastructure at the appropriate standard to be capable of routing voice calls;
- b. Maintain Microsoft Windows based desktop PC’s to provide enough resources to adequately run for each agent at the customer’s premises. Where required the PC must have the appropriate hardware and software capable of supporting agents making use of the necessary applications; and
- c. Undertake to ensure that agents do not stream audio or video applications or download excessively large files and are sufficiently supervised to ensure that only business related activities are conducted on their computers.
- d. To connect the Equipment to an existing customer network infrastructure.
- e. To ensure that all staff and users of the Service and Equipment are trained and knowledgeable on its use and comply with all user manuals and instructions.
- f. Undertakes to have “suitable connectivity” as defined in section 5. (14).
- g. Power,
- h. Server and hardware maintenance,
- i. QoS compliance as defined in QoS, MOS scoring and SLA compliance below

Please note: any costs incurred by Euphoria due to the failure of responsibilities as described above may be passed onto the customer.

## 14. QOS, MOS SCORING AND SLA COMPLIANCE

Euphoria’s SLA is dependent on maximum levels of compliance on the **client’s** network or upstream provider. QoS (Quality of Service) is a major consideration in VoIP implementations. The issue is how to guarantee that packet traffic for a voice or other media connection will not be delayed or dropped due to interference from other lower priority traffic.

The compliance levels relate to the following criteria:

**Latency:** Delay for packet delivery

**Jitter:** Variations in delay of packet delivery

**Packet loss:** Too much traffic in the network causes the network to drop packets

The SLA will not cover the client should the client’s network or upstream provider not adhere to these maximum levels.

## EUPHORIA QOS REQUIREMENTS FOR SLA COMPLIANCE

### a. LATENCY

Callers usually notice round-trip voice delays of 100ms - 150ms or more. Since this includes the entire voice path, part of which may be on the public Internet, Your own network should have transit latencies of considerably less than 100 ms. Maximum latency for SLA compliance = 65ms

### b. JITTER

Jitter can be measured in several ways. There are jitter measurement calculations defined in:

IETF [RFC 3550](#) RTP: A Transport Protocol for Real-Time Applications

IETF [RFC 3611](#) RTP Control Protocol Extended Reports (RTCP XR)

Jitter buffers (used to compensate for varying delay) further add to the end-to-end delay, and are usually only effective on delay variations less than 100 ms. Jitter must therefore be minimized. Maximum Jitter for SLA adherence = .05ms

#### c. PACKET LOSS

VoIP is not tolerant of packet loss. Even 1% packet loss can "significantly degrade" a VoIP call using a G.711 codec and other more compressing codecs can tolerate even less packet loss. The default G.729 codec requires packet loss far less than 1 percent to avoid audible errors. Ideally, there should be no packet loss for VoIP

Maximum packet loss for SLA adherence = 0.1%

### 15. EUPHORIA CALL QUALITY MOS SLA COMPLIANCE

VoIP quality using G729 codec is measured as a MOS (Mean Opinion Score) rating, which is measured out of a maximum score of 4.5 (Theoretical maximum is 5). Industry standard dictates that an acceptable relative MOS score should not be below 3.5

- a. Euphoria undertakes to have a relative MOS score of not less than 3.5
- b. Euphoria can provide reports on MOS score should the client request them
- c. Please note MOS scoring adherence is only controllable within Euphoria's network.

#### For example

Should the client be on a call to a customer using a cell phone from the Euphoria network and the cell phone signal is problematic, this will affect call quality which is not within Euphoria's control and is expressly excluded from the SLA MOS rating.

### 16. EXCLUSIONS

This SLA does not cover the following:

- a. Circumstances beyond Euphoria's reasonable control, including, without limitation, unavailability or interruption of telecommunication systems, power systems, Third-Party suppliers or services, failure of Third-Party software, or changes to the working environment;
- b. General Third-Party telecommunications or network failure;
- c. Failure of Customer's equipment used in connection with this service including any LAN infrastructure, PCs, headsets or hard phones;
- d. Scheduled or emergency maintenance; and
- e. Installations, Moves, Additions and Changes ("IMAC") requested by the customer are specifically excluded from this SLA and shall be quoted and invoiced at Euphoria's current prevailing rates.
- f. Non-related repairs, including repairs associated with water, fire or electrical damage;
- g. Updates and patch management including any updates required by the client environment. This is seen by Euphoria as a responsibility of the client and an assumption will be made that the client environment is up to date.
- h. In order for us to provide You with support services at no additional costs, You must use Euphoria Telecom's Cloud PBX, Approved Hardware and have Suitable Connectivity for voice transmission, including phones and routers. If You don't have all of the above, You may be refused support or may be charged at our standard, market related hourly support rates.
- i. Euphoria Telecom systems are dependent on the ability of the Approved Hardware to operate on Your network infrastructure. We are not responsible for any network related issues, connection Downtime, or any other network related problems as a result of connecting Approved Hardware into Your network infrastructure.
- j. Should You choose to use hardware that is not approved by us You assume all responsibility for the hardware including function and technical support.
- k. No rebates will be due for Downtime caused by factors outside of the control of Euphoria Telecom or caused by Your equipment, last mile connectivity or Third-Party equipment or services.
- l. Change Management is specifically excluded from the Service and is offered as an additional service to customers at an additional monthly cost.
- m. Any after hour installations are excluded but can be arranged with the support department for an additional fee.

## 17. TERMINATION

This SLA will automatically terminate if the Agreement is terminated.

## 18. PROVISIONS APPLICABLE TO EQUIPMENT

Details of the Equipment supplied to You will be recorded in the invoice supplied to You in respect thereof.

### 1. DELIVERY

- a. Delivery of any Equipment supplied to You takes place at Euphoria Telecom's premises on collection by You, Your appointed courier or a courier appointed by Us the cost of which will be for Your account. If We install the Equipment for You then delivery takes place on the day of installation

### 2. USE AND MAINTENANCE

- a. When You rent Equipment from Euphoria Telecom You acquire a right of use of the equipment for the duration of this Agreement.
- b. You agree to give Us reasonable access to the Equipment for maintenance of and proper running of the Service under this Agreement.
- c. You agree to maintain the Equipment in good condition and protect it from damage or destruction.
- d. On termination of this Agreement, You must immediately return all Equipment to our premises.

### 3. RETURNS

- a. The Equipment is provided "AS IS" and Euphoria Telecom specifically disclaim any warranty of fitness for a particular purpose, functionality or merchantability other than the repair or replacement warranty set out in this clause.
- b. Euphoria Telecom will, subject to stock availability, fix or replace any defective Equipment purchased or rented by You and returned to Us within 7 (seven) days of purchase/supply.
- c. The Equipment is to be returned in the original packaging with all the components.
- d. All courier costs related to the exchange/return of equipment will be for Your account, alternatively You can return the equipment to Euphoria Telecom's offices.
- e. Euphoria Telecom will not be obliged to repair or replace any Equipment if it has not been treated according to the handling and installation instructions, has been tampered with or misused or returned outside of the manufacturer's warranty period.