

Mobile PBX

MTN Hosted PBX and Mobile PBX

Words and phrases defined in the Service Description shall have the same meaning in this Service Order.

1. Abbreviations

PBX	Private Branch Exchange (Telephony switch)
LDAP	Lightweight Directory Access Protocol
PC	Personal Computer
ACD	Automatic Call Distribution
POP	Point of Presence
IMAP	Internet Message Access Protocol
GSM	Global System for Mobile communications
IP	Internet Protocol
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
SBC	Session Border Controller
ADSL	Asymmetric Digital Subscriber Line
Telco	Telephony Company
LAN	Local Access Network
CPE	Customer Premises Equipment
PoE	Power over Ethernet
CODEC	Coder-Decoder
MSISDN	Mobile Station International Subscriber Directory Number
Mbps	Megabits per second
VLAN	Virtual Local Access Network
QOS	Quality of Service

RTP	Real-time Transport Protocol
EF	Expedited Forwarding
SIP	Session Initiation Protocol
MPBX	Mobile PBX
HPBX	Hosted PBX

2. Service Description

Mobile Telephone Networks (Proprietary) Limited (“MTN”) offers customers Hosted and Mobile PBX services. These are 2 (two) separate product offerings that can work together. If a customer has HPBX, MPBX can be added to existing users or new MPBX users created. If a customer has MPBX, HPBX can be added to existing users or new HPBX users created.

MTN MPBX and HPBX are hosted solutions using a unique combination of best-in-class technologies to deliver innovative telephony.

Being a hosted solution, significantly reduces capital expenditure, maintenance and total network cost. The service allows businesses to make and receive calls to and from all service providers, whether local, national, international or mobile.

Businesses can keep their existing telephone numbers (porting required) as well as have the option of using a number from the MTN Non-Geographic or Geographic number ranges.

MTN MPBX and HPBX services are built upon MTN’s Core Network Infrastructure, which is subject to strict controls to ensure high levels of availability and reliability. These include stringent security measures and a consistently controlled and monitored environment for optimum performance of infrastructure.

MTN HPBX allows a customer to purchase desk phone devices with geographic or non-geographic numbers. The customer is able to purchase PBX functionality by selecting applicable packages. MTN HPBX requires a last mile IP access link, IP routing device and a Local Area Network (LAN) that support voice over IP.

MTN MPBX allows a customer to associate a geographic or non-geographic number with a mobile device. The Mobile device must be on the MTN South Africa Mobile network. The customer is able to purchase PBX functionality by selecting applicable packages. The user is able to make

MPBX calls by pre-pending a call with “#”. All calls that don’t have a “#” prepended will be regarded as a mobile call thus being billed to the mobile contract for the users SIM card.

MTN MPBX and MTN HPBX have two package options with a number of optional value-added services for customers to choose from. The 2 (two) package options are:

- Standard seat: Entry-level seat license.
- Advanced seat: The add-on license that adds new features and allows access to the *value added services*.

The detailed list of features is below:

Standard Seat Feature List

- Authentication
- Basic Call Logs
- Call Waiting
- Calling Line ID Delivery Blocking
- Calling Name Retrieval*
- Calling Party Category*
- Charge Number
- Client Call Control
- Connected Line Identification Presentation

- Connected Line Identification Restriction
- External Calling Line ID Delivery*
- Internal Calling Line ID Delivery*
- Phone Status Monitoring
- Call Forwarding Always
- Call Forwarding Busy
- Call Forwarding No Answer
- Call Forwarding Not Reachable
- Call Return
- Call Transfer from Desktop phone
- Directory Number Hunting *
- Last Number Redial
- Three-Way Conference Call **
- Anonymous Call Rejection
- Automatic Callback

- Diversion Inhibitor
- Do Not Disturb
- Hoteling Guest*
- Speed Dial 100*

Group Features

- Call Capacity Management
- Emergency Zones
- Incoming Calling Plan
- Intercept Group
- Inventory Report
- LDAP Integration ***
- Outgoing Calling Plan
- Voice Messaging Group
- Hunt Group
- Series Completion Call Park
- Call Pickup **

- Service Scripts Group

2.1 Advance Feature Pack Feature List

Includes Standard Seat Features plus the following:

- Alternate Numbers
- Automatic Hold/Retrieve **
- Barge-in Exempt
- Busy Lamp Field *
- Call Forwarding Selective
- Call Notify
- Call Transfer from Mobile Phone **
- Custom Ringback User
- Directed Call Pickup
- Directed Call Pickup Barge-In **
- Hoteling Host
- N-Way Call

- Priority Alert
- Privacy
- Push to Talk *
- Selective Call Acceptance
- Selective Call Rejection
- Shared Call Appearance 10+

plus Enhanced Group Services Package:

- Account/Authorization Codes
- Custom Ringback Group
- Enhanced Outgoing Calling Plan
- Instant Group Call **
- Music On Hold

plus UniPresence Package:

- BroadWorks Anywhere
- Call Service Activation
- Multiple Call Arrangement

- Outlook Integration
- Remote Office
- Sequential Ring
- Shared Call Appearance (5)
- Simultaneous Ring Personal
- Two-Stage Dialing

Value added services

Value Added Services are items sold separately and are not included or bundled with the above seat licenses.

- Unified Messaging License (Voice mail, delivered as a voice file to the user e-mail address) ***
- Fax Messaging (Fax, delivered as an image file to the user e-mail address, does not support outgoing fax from PC. This must be sold with Unified Messaging). Please use the fax2email product if inbound and outbound fax services are required.

Auto Attendant License.

Receptionist Enterprise or small business License.

* This item is only supported on a Desktop SIP phone.

** This item can be used with a mobile phone, but requires Advanced Service pack.

*** LDAP integration implies that the Receptionist and Assistant Enterprise application can be configured to access an existing LDAP directory to retrieve names, surnames and phone numbers.

MTN does not provide or include an LDAP directory or server hardware or software as part of the Mobile PBX services. Customer must supply their own LDAP directory and other relevant information like the LDAP Directory address, username and password and all other relevant information to MTN to configure the Mobile PBX group to access the LDAP directory information. The customer must configure the Receptionist and Assistant Enterprise applications to link to the LDAP directory as these applications are installed on the customer's PC's. LDAP directories can be unique to each customer, and because of this, MTN cannot guarantee that the Mobile PBX applications can be linked to all LDAP directory Services. All costs to customise and integrate the LDAP directory, if it does not work with the standard Mobile PBX applications, will be for the customer account.

LDAP integration on some desktop SIP phones can be achieved if required, however additional costs will apply and will be for the customer's account. There is no standard cost to link the SIP phones to the customers LDAP directory, and the final cost will depend on complexity of the customers LDAP directory, and time required to integrate the phones to the LDAP directory. Also, note that some SIP phones have a limited memory and screen capacity to display LDAP directory information. It might not be possible to display all the required information on the phones. Some phones might also not support LDAP integration, and if this is a requirement, customers should inform MTN of this requirement prior to placing orders on MTN.

**** If users require the ability to listen to voicemail messages from a SIP phone, then an additional mail POP or IMAP account per voicemail user will be required. The POP or IMAP account is not included with this proposal. The customer has the option to provide a POP or IMAP account, or request an account from MTN for an additional cost.

3. Terms And Conditions

3.1 Please note that by signing these Specific Terms and Conditions, you acknowledge, agree and accept to be bound by MTN's General Terms and Conditions, which can be found at, see www.mtn.co.za, which must be read in conjunction with these Specific Terms and Conditions. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below.

3.2 In the event of any conflict between these Specific Terms and Conditions and the General Terms and Conditions of Supply, the provisions of these Specific Terms and Conditions shall apply.

3.3 Please also see www.mtn.co.za for MTN's Privacy Policy.

3.4 For avoidance of doubt, the clauses in this terms and conditions will apply to both MTN MPBX and MTN HPBX services.

3.5 MTN agrees to provide the Customer with the Service. For MTN provided services, the Customer and MTN shall enter into a Customer Proposal which shall be incorporated herein by reference.

3.6 Resale of the Service is not permitted unless specified in the terms of the applicable Master Agreement.

3.6.1 The MTN MPBX and HPBX services are only available in South Africa. MTN MPBX is only available to mobile phones registered on the MTN Mobile network, using an existing MTN Mobile voice bundle.

3.7 Activation of Service

3.7.1 The Service Activation Date shall be (i) the date of delivery of the Ready for Service Notification or, (ii) if earlier, where no Ready for Service Notification is received by the Customer, the first date that voice calls can be made or received at the Customer Site.

3.7.2 In relation to the MTN provided HPBX service the Service Activation Date shall be (i) for purchase of the Service equipment from MTN (which shall then become Customer Equipment upon the Service Activation Date), the date on which MTN confirms to the Customer that the equipment has been delivered to the Customer Site, or, if earlier, where no confirmation is received by the Customer, no later than 5 (five) Business Days following the date of delivery; and/or (ii) for the Mobile PBX Service, the date of delivery of a Ready for Service Notification or, if earlier or where Ready for Service Notification is not received by the Customer the date on which the Customer first uses the Mobile PBX Service.

3.7.3 In relation to any Professional Services (Project Management and Training), the Service Activation Date shall be the date on which such Professional Services are completed.

3.8 Online Portal

3.8.1 All users will be given access to an online portal, where they can view their own phone settings, make a few basic changes, like updating their name, surname, and activate or deactivate some of the features mentioned above. Users can also activate telephony features using dial codes from their phones. Users will also be allowed to configure time

schedules, to choose when they want to receive calls, for example 8am to 5PM, Monday to Friday.

3.8.2 Customers are also allowed to request admin users to be configured. Admin users will be allowed to access the online portal, and view all users. Administrators will be able to make changes to user profiles, and have access to user and usage reports.

3.9 Termination

3.9.1 If the service is terminated by the Customer, or MTN terminates the service as a result of the Customer's breach, this Service will automatically terminate and the Customer will be liable for any applicable early termination charges as detailed in the Master Agreement.

3.9.2 For the avoidance of doubt, if any other MTN Service is terminated for any other reason, the MPBX and HPBX Service will NOT automatically terminate.

3.10 Charges

3.10.1 Charges will be set out in the applicable Customer Proposal.

3.10.2 The MTN MPBX and HPBX licences and features are priced separately from the underlying GSM packages, Data or IP Connectivity and last mile access, where applicable.

3.10.3 MTN may amend Call Termination Charges on 30 days written notice to the Customer.

3.10.4 All Charges shall be calculated by reference to data recorded or logged by MTN and not by reference to any data recorded or logged by the Customer, nor by reference to any information provided by MTN to the Customer for information purposes only.

3.11 The invoice will include the following:

3.11.1 Installation or Configuration Charges as detailed in the Service Order and/or Customer Proposal which may be invoiced on or at any time after the Service Activation Date;

3.11.2 Charges for the purchase of on-site equipment may be invoiced on the Service Activation Date in paragraph 2.2.2(i)

3.11.3 Rental Charges for the Service and/or Service Equipment which may be invoiced monthly in advance.

3.11.4 Professional Services Charges as detailed in the Customer Proposal may be invoiced on the Service Activation Date in paragraph 2.2.3. Refer to paragraph 2.4.7 below for additional Professional services terms and conditions.

3.11.5 Usage charges for calls made to various destinations are rated based on the latest MTN agreed rate card.

3.12 On-net VoIP calls

3.12.1 For MTN HPBX, on-net calls between the Customer's branches are free only when the Customer pays for bandwidth (VPN port) and MTN MPLS Services between the branches and MTN ACME SBC.

3.12.2 For MTN HPBX, the Customer will be charged the on-net call rate if the Customer is not paying for the bandwidth (VPN Port between their branches and the MTN ACME SBC.

3.12.3 For MTN MPBX, the on-net charges as per the rate card will apply.

3.13 Professional Services charges

3.13.1 Project Management, Training and Development costs (where applicable) are quoted on a per hours basis and are priced separately from the licences and value added services.

3.13.2 The amount of hours allocated for Project Management, Training and Development costs are indicated on the Service Order and/or in the applicable Customer Proposal. The amount of hours are allocated by MTN based on historical averages and should be sufficient for normal installations during normal business hours (Monday to Friday, 8:00 to 17:00). If additional time or after hour work is required, the customer must highlight the requirements prior to placing the order.

3.13.3 If no Project Management, Training and Development costs are indicated or quoted for on the Service Order and/or in the applicable Customer Proposal then no Project Management, Training and Development time will be provided. The customer may request additional Project Management, Training or Development during or after implementation, but these services will come at an additional cost.

3.13.4 MTN reserves the right to charge for additional Project Management and Development time if the customer's actions, on-site equipment, data network, staff or subcontractors have caused delays with the implementation and signoff of the solution.

3.13.5 Training costs as quoted are based on a Train the Trainer model, unless specifically stated on the Service Order and/or in the applicable Customer Proposal that individual end user training will be provided.

3.13.6 Up to a maximum of 10 (ten) people can be trained at a time.

3.13.7 The customer is responsible for providing the training room or venue, relevant resources like laptops/PC's, phones, screen or projectors and LAN equipment required to complete the training. The customer must test and ensure all the training rooms and equipment is set up and in working order before training will take place. The customer must ensure that an IT person is available to fix any problems with the provided equipment if required.

3.13.8 Additional charges will apply if MTN is requested to set up the training environment, provide training facilities or equipment to complete the training.

3.13.9 The customer must nominate, invite and manage the attendance of all the people who need to attend the training sessions.

3.13.10 MTN reserves the right to charge for additional Training time if the customer's actions, on-site equipment or network, resources or staff have caused delays or prevented MTN from training all the required people in the quoted training time as indicated on the Service Order and/or in the applicable Customer Proposal.

3.13.11 MTN will not typically include project management costs for MPBX.

3.14 Travel, Accommodation and Subsistence allowance charges

3.14.1 If no Travel, Accommodation and Subsistence allowance charges are indicated or quoted for on the Service Order and/or in the applicable Customer Proposal then no Travel, Accommodation and Subsistence allowance charges will be provided.

3.14.2 MTN reserves the right to charge for Travel, Accommodation and Subsistence allowances if any onsite service or equipment installation is required outside a 50m radius from Johannesburg, Pretoria, Durban or Cape Town, or when specialised skilled resources are required, which is not available or based in the above mentioned cities.

3.15 Emergency Calls

3.15.1 Emergency call routing and back-tracking can only be supported for calls made from Customer Sites that have dedicated MTN access links and fixed MTN phones for HPBX.

3.15.2 Emergency call routing and back-tracking is not supported for MTN MPBX. The customer is advised to use their MTN Mobile service for emergency calls.

3.15.3 Calls made from remote locations, without dedicated MTN links, or non-fixed desktop phones, will not route to the closest Emergency services, or provide the correct back tracking or location of the call.

3.15.4 The Customer is responsible for communicating the limitations in relation to emergency calling to their users and the Customer will indemnify MTN in respect of any and all losses, damages, costs or expenses arising out of a failure to comply with this paragraph.

3.16 Accuracy of Customer Information

3.16.1 The Customer will provide MTN with accurate, detailed and up to date information: (i) when completing the Service Order and associated documentation; and (ii) when the Customer contacts MTN to report a suspected fault and is asked a standard set of structured questions. MTN shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

3.16.2 It is crucial that the customer provide all the required PBX and telephone user features when asking for a solution design and quote. MTN will use the customer's requirements to design and price the proposed solution. MTN reserves the right to redesign the solution and change

pricing accordingly if the customer's requirements are changed after providing the Service Order and/or in the applicable Customer Proposal.

3.17 Service Equipment for HPBX

3.17.1 Title to the Service Equipment will not pass to the Customer at any time.

3.17.2 Upon termination of the Service, and at the sole discretion of MTN, either:

3.17.2.1 The Service Equipment will be returned to MTN by the Customer. MTN shall bear the shipping costs for the delivery and return of the Service Equipment;

3.17.2.2 MTN will collect the Service Equipment from the Customer. The Customer is responsible for ensuring that the Service Equipment is collected in a central location at the Customer Site. Where there is a Charge associated with such collection, this will be detailed in the Customer Proposal;

3.17.3 The Customer accepts liability for any costs incurred (including return of Service Equipment) by MTN as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by the Customer's use, misuse or changes to the Service Equipment, other than as previously agreed in writing by MTN. The Customer agrees to support the replacement of the Service Equipment according to MTN' instructions.

3.17.4 The Customer can have gateways or enterprise session border controllers or routers on premise.

3.17.4.1 All these items are charged either as a capital investment or a rental.

3.17.4.2 MTN will upgrade the equipment when necessary but not sooner than 3 (three) years.

3.17.4.3 MTN will insure the rented equipment against acts of God only. The Customer shall be held liable for the rented equipment on its premises against theft and malicious damage.

3.17.4.4 Customer must grant access to the equipment to enable MTN to rectify any problems that may arise.

3.17.4.5 The customer must make provision to allow MTN to remotely manage the on-site equipment.

3.18 Installation

3.18.1 The Customer agrees to ensure that service staff of MTN or another telecommunications operator ("Telco") is given access to the Customer Site to install the Service Equipment for HPBX. The Customer shall provide a contact person for the installation on the Service Initiation Form. This person shall be available to answer questions with regard to details of the Customer requirements and to assist service staff where necessary.

3.18.2 For HPBX, The Customer is responsible for providing all internal cabling to connect the Customer Equipment to the Service Equipment. Upon Customer request in the Service Order, MTN may provide standard internal cabling at an additional charge, provided the Service Equipment and the Customer Equipment are located in the same room within a distance of 15 meters of each other. If the Customer requires MTN to provide extended internal cabling outside the above limitations, MTN will perform a site survey to determine if such internal cabling can be provided by MTN and the additional charges that would be applicable.

3.18.3 For HPBX, after the installation by MTN any internal cabling becomes part of the Customer Equipment.

3.18.4 The Installation or Configuration of the PBX services and features will be carried out from Monday to Friday during local Business Hours (i.e. between 08H00 - 17H00). MTN reserves the right to charge for additional installation or Configuration time if the installation is carried out after hours (i.e. between 17H00 - 08H00) or during weekends (Saturday and Sunday) and public holidays.

3.18.5 MTN will not project manage, configure, implement, support, upgrade or be responsible for any additional costs for any PBX system, Gateway, Router, firewall or LAN equipment that is not provided by MTN.

3.18.6 MTN will produce a Customer Responsibility document, detailing the Customer Site preparation requirements, which will be incorporated by reference in the Service Order.

3.18.7 The customer must complete a user requirement, service configuration file and call flow document. The customer must ensure that this document is completed accurately and that all requirements are provided in writing to MTN prior to implementation.

3.18.8 MTN will implement the PBX services and assign the user requirement as per the completed document. The installation and configuration charges as mentioned in Service Order and/or in the applicable Customer Proposal will be used for this initial implementation only.

3.18.9 MTN reserves the right to charge for additional implementation and configuration changes if the customer changes the PBX or user requirements after the implementation.

3.19 Service Provisioning and Testing

3.19.1 For Desktop phones on HPBX the Customer will complete a LAN assessment and site survey to determine whether the Customer's network and facilities will support the provision of the Service. The Customer may complete the LAN assessment or site survey or request MTN to carry out a LAN assessment or site survey at the Customer's cost.

3.19.2 Any LAN Assessment or site survey completed by the Customer must be in accordance with the Customer Responsibility document detailed in paragraph 3.18.6 above.

3.19.3 The Customer will provide MTN and/or its subcontractor(s) with such assistance and information as reasonably required in providing the Service.

3.19.4 The Customer agrees to provide MTN and its subcontractors and their respective employees and agents access to the Customer Sites where any Service is provided (including access to associated equipment) as necessary for MTN and its subcontractors to provide the Service.

3.19.5 The Customer shall allow, authorise and cooperate with MTN and/or its subcontractor(s) to perform the following, whether or not on Customer Site(s): (i) a follow up LAN assessment or site survey, where applicable, to further determine whether the Customer network and facilities will support the provision of the Service; (ii) any applicable pre-service testing on local service facilities; and (iii) any other testing involving the provision of the Service, including, but not limited to, post-installation testing.

3.20 Customer Equipment for HPBX

- 3.20.1 The Customer is responsible for obtaining, installing, configuring and maintaining all Customer Equipment including, but not limited to gateways and firewalls, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with the MTN Network or otherwise for use in conjunction with the Service.
- 3.20.2 The Customer is responsible for ensuring that such Customer Equipment is compatible with MTNs requirements and continues to be compatible with subsequent revision levels of MTN-provided equipment, software and services.
- 3.20.3 MTN is not responsible for the availability, capacity and/or condition of any Customer Equipment not provided by MTN.
- 3.20.4 If the Customer connects any Customer equipment to the Service, the Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Service or the equipment or software of MTN, the Customer, or any third party. Furthermore MTN shall not be liable for any failure of the Service resulting from the Customer's actions.
- 3.20.5 MTN reserves the right to charge for engineering resource time if MTN is requested to assist and fault find issues with the network or voice quality and it is proven that the fault was caused by the customer's equipment or that the equipment was not configured correctly as per the Customer Site preparation requirements, mentioned in paragraph 3.18.6.
- 3.20.6 This service cannot be provided with South African E.164 numbers in other countries as this infringes on the regulations of those Countries.

3.21 SIP Trunks

- 3.21.1 MPBX and HPBX services can be used in conjunction with MTN SIP Trunking to add additional features to an on premise PBX. MTN SIP Trunking rules must still be adhered to.
- 3.21.2 Devices connected via Advanced SIP Trunking to an on-premise PBX may not receive all the available PBX features.

3.22 Customer premise equipment (CPE)

- 3.22.1 For HPBX, end devices, not using GSM for voice, must support open standards SIP and be able to support the codec's as mentioned in point 3.24 below.

3.22.2 Customers may keep their own desk phone devices on HPBX, if not, then the Customer should purchase new devices from MTN.

3.22.3 For HPBX, MTN has a standardized list of approved desk phone devices that can be used as a guide by the customer to verify if the equipment is compliant with MTN recommendations.

3.22.4 It is recommended that desk phones be powered through a POE switch. The customer must ensure that the POE switches are capable of providing the required wattage to power the equipment connecting to these POE switches.

3.22.5 Setup of CPE devices should be catered for in the proposal. Self-configuration by the customer is allowed.

3.22.6 In the event of early cancellation/termination of the contract, 100% (one hundred per cent) of the outstanding value of the contract relating to the leased CPE must be paid out by the customer to MTN. The customer will also be responsible for all charges to return the leased CPE.

3.23 Codec for HPBX (Applicable to Desktop phones, Gateways and other on premise devices)

3.23.1 No CODEC translation will be done on the MTN network equipment.

3.23.2 MTN prefers the use of G.729a and G.711A-Law codecs and will only guarantee that calls will be completed using these two codecs. Other version of G711 and G729 will be allowed on MTNs network, however MTN cannot guarantee that these will terminate on the remote end device.

3.23.3 MTN uses the G729a Codec with 20ms sampling rate to determine last mile access link sizes as quoted in the Service Order and/or in the applicable Customer Proposal.

3.24 Access for HPBX (Required for Desktop and or Soft phones, used on the customers data network)

3.24.1 The customer can use any connectivity mechanism which MTN provides, but MTN cannot guarantee voice quality in all cases. ADSL, Satellite uplinks and mobile Data connections are currently not supported for HPBX.

3.24.2 Third party IP networks are not supported as an access mechanism to MTN HPBX.

3.24.3 If MTN should provide HPBX over Third Party IP networks, ADSL, Satellite uplinks or mobile Data then MTN cannot guarantee voice quality, data quality, access link uptime or data throughput. Customers agree that they will not use the poor performance or problems of these third party links, as reasons to refuse project sign-off or withheld payment for services rendered.

3.25 Number Porting

3.25.1 Standard number porting rules apply as defined by ICASA in the number portability regulations.

3.25.2 MTN systems shall be able to allocate and provision fixed line numbers, geographic and non-geographic number ranges as offered by ICASA.

3.25.3 A manual port in process will be used to port in fixed line numbers into MTN.

3.25.4 A manual port-out process will be used to port-out numbers from MTN.

3.25.5 The MPBX functionality shall be available on all MSISDNs active on the MTN network (of the allowed subscriber types) no matter if the numbers were previously owned by another network operator and were successfully ported to the MTN network.

3.25.6 The MPBX functionality shall be available on all MTN MSISDNs that returned to the MTN network via a port reversal. MPBX functionality shall NOT be automatically (re)activated again, but will be able to (re)activate as per customer request.

3.25.7 When a mobile GSM subscription is ported out of the MTN network by the Customer, which is linked to a MPBX product, all MPBX numbers linked to the number shall be deactivated, the product shall NOT be re-instated as part of an inter-SP port. It shall be the responsibility of the customer to re-instate the MPBX number to the new MSISDN.

3.25.8 In some cases, when a MTN mobile subscription is migrated or upgraded with another MTN Mobile service then the service may stop functioning. It shall be the responsibility of the Customer to request that the MPBX service is re-instated for that specific user.

3.26 Fraud

3.26.1 The customer is liable for all fraudulent call charges relating to compromised accounts regardless if MTN has communicated a breach or not.

3.26.2 MTN has Fraud monitoring tools which will highlight profile-based fraud activity. MTN will communicate these events to the Customer after verifying them.

3.26.3 MTN cannot guarantee that 100% (one hundred percent) of all fraud activity will be identified.

3.26.4 No fraud activity will be reported upon in the first 2 (two) months of service.

3.26.5 MTN will suspend any fraudulent services based on the customer's instruction.

3.26.6 The customer is responsible for all costs up until MTN receives notification from the Customer to suspend the fraudulent service.

3.27 Traffic pricing

3.27.1 Customer will be charged for usage as per the rate card attached in the Customer Proposal.

3.27.2 Call rates may change from time to time as advised by MTN with 1 (one) month's prior notice.

3.28 Linking Mobile devices to MPBX

- 3.28.1 Customers must indicate to MTN which MTN mobile phone numbers should be linked to their Mobile PBX service. Only existing MTN mobile phones with a valid MTN SIM, can be used with this service.
- 3.28.2 If the MTN mobile numbers belong to private individuals or the company, the customer hereby agree that they have received written approval from the current mobile phone contract owner, and that the Customer has requested MTN to add these phone numbers to this service. The Customer also agree that they will be liable for all cost, actions or disputes arising from adding the mobile phone number to this service.
- 3.28.3 The customer is responsible for ensuring that the linked MTN mobile number to MPBX service is correct at all times. MTN will bill for all usage generated and will not be accountable for any costs due to the Customer not delinking a mobile device.
- 3.28.4 Customer hereby agree that they will not hold MTN liable for any Mobile PBX service licence, call charges, or any other applicable costs, where the customer have provided MTN with the incorrect mobile numbers or neglected to inform MTN that the mobile numbers linked to this service have changed or that these mobile numbers should be suspended or deactivated from this service.
- 3.28.5 Customers have the option to select either the Linked-in or Opt-in options for billing business calls on the mobile phone.
- 3.28.5.1 With the Linked-In option, all calls made from the mobile phone, is routed via the Mobile PBX service, and all calls made from the mobile phone is billed to the Customer's Mobile PBX account.
- 3.28.5.2 If the Mobile PBX opt-in option is chosen, mobile phones linked to the Mobile PBX service, will be able to indicate Business calls, by dialling “#” in front of the called phone number. Calls marked as Business calls, will be billed to the Customer's Mobile PBX account, and not to the mobile phone account which generated the call.
- 3.28.6 Customers who purchase this MTN Mobile PBX service hereby agree to pay for all business calls, accidentally, or deliberately, generated from the mobile phones linked to this service.

3.29 Media (Used for non-standard PBX greetings and Music on Hold services)

- 3.29.1 Ringback or on hold media must not exceed 120 (one hundred and twenty) seconds in length.

3.29.2 Customer takes responsibility to ensure that no digital rights are being infringed by using the media.

3.29.3 Customers will pay for all licenses associated with the media and provide proof of such payments.

3.29.4 The customer can have gateways or enterprise session border controllers or routers on premise.

3.29.5 These devices should not interfere with the connectivity to the BroadWorks platform.

3.29.6 If rented, the equipment will always belong to MTN.

3.30 Failover call routing for HPBX

3.30.1 Failover for outgoing calls only - Once the number is ported to MTN then the incoming calls will always be routed via MTN.

3.30.2 For failover, the optional on-site Gateway (GW) and/or PBX must still be in place with the necessary Telkom lines.

3.31 Billing rules

3.31.1 MTN MPBX and HPBX can be purchased as a month-to-month, 12 (twelve) month, 24 (twenty four) month or 36 (thirty six) month service.

3.31.2 A minimum 12 (twelve) month contract is required where equipment rental or professional services and number porting is paid off over an agreed contract term.

3.31.3 MTN reserves the right to amend product pricing should the Rate of Exchange fluctuate above MTN's currency hedging.

3.31.4 PBX activation fees will be charged once off in advance, and will not be pro-rated.

3.31.5 If the PBX product is activated during the month, the full monthly rental charge will apply. The customer will also be billed one month in advance and no pro-rating will be implemented.

3.31.6 Number porting costs will not be pro-rated.

3.31.7 The Call costs are rated per second for the total length of the call as per MTN Fixed Call Rate Card rates, billed monthly, post-paid and is mandatory billed a month in arrears to the Customer.

3.31.8 All fees can be split between the Enterprise (Parent or Main Account holder) and Enterprise Group (Child, Sub, or Branch Account) but cannot be shared. The charged account is assigned during provisioning.

3.32 Minimum customer LAN requirements for HPBX

3.32.1 Customer has adequately engineered their LAN to support Voice over IP. This includes (but not limited to):

3.32.1.1 CAT5e (CAT6 recommended) Ethernet Cabling supporting 10/100/1000 Mbps.

3.32.1.2 Power over Ethernet switches (PoE) with the correct wattage to support the required devices, unless the customer requires standalone power adaptors for end devices. Standalone power adaptors are sold separately to the phones. If the power adaptors are not shown on the Service order, then these items are not included.

3.32.1.3 Voice enabled switches / routers / firewalls supporting the management of separate VLANs.

3.32.1.4 Separate VLANs configured for Voice and Data.

3.32.1.5 QoS Traffic class for VoIP (Signalling & RTP) and packets marked accordingly (EF traffic & media).

3.32.1.6 IP Phones, whether physical or a soft phone must be configured with the Voice VLAN ID.

3.32.2 Customer LAN must meet the following minimum QoS parameters:

3.32.2.1 Jitter < 30ms

3.32.2.2 Roundtrip latency < 200ms

3.32.2.3 Packet loss <1%

3.32.2.4 Customer is responsible for all Ethernet cabling on their LAN.

3.33 International Dialing

3.33.1 International dialing will be blocked by default unless explicitly requested by the Customer during the project implementation phase.

3.33.2 Customer IT Administrators will have access to the Web portal to enable/disable international dialing when required. Alternatively, the Customer may log a call with the MTN support desk.

3.34 Roles and Responsibilities

3.34.1 MTN is responsible for the upkeep of the core platform, core network up to and including the customer edge router, if MTN Access is purchased as part of the product solution.

3.34.2 Upgrades, platform maintenance and backup functions are also the responsibility of MTN.

3.34.3 The customer's responsibilities include: User updates, feature changes, as well as all self-service functions that are available via the web portal. The customer is also expected to perform regular housekeeping of their services, for example but not limited to: deleting of old voicemail messages, keeping of user information up-to-date and to implement regular user password changes.

3.34.4 First level on-site troubleshooting of Phones and Mobile PBX related software applications are the responsibility of the customer's IT staff. This is to aid in the prevention of unnecessary tickets being logged for trivial problems like cabling/power issues. If MTN is called out to site and the problem is found to be unrelated to the subscribed service then a call-out fee will be charged.

3.34.5 MTN has designed and quoted the Mobile PBX Solution and features based on information provided by the customer. It is therefore the customer's responsibility to ensure that MTN is

given all the PBX and user requirements prior to placing the order. The customer is also urged to make an effort to understand the proposed solution and pricing, before placing the order. MTN will not be responsible for designing or pricing the wrong solution if the information given to MTN by the customer was not correctly communicated or misinterpreted by the customer.

3.34.6 If MTN is requested to make user or system feature changes after the initial setup, as described in paragraph 3.18 and 3.19. Additional configuration charges will apply.

3.35 Business rules

3.35.1 Only Business Customers that are registered and incorporated according to South African law shall qualify for an account holder subscription.

3.35.2 Each Mobile PBX user, using a MTN Mobile phone, must be sold a Standard User licence, plus the Mobility Bundle. HPBX phone only users, do not need the Mobility Bundle.

3.35.3 The Advance Feature pack, may not be sold separately, and must be sold with a Standard User Licence.

3.35.4 Advanced feature pack is required for each Receptionist user licence.

3.35.5 An Auto Attendant may only have one number and it must be a fixed line number.

3.35.6 The PBX subscription number is mandatory and is a fixed line number. The fixed line number can either come from the existing MTN fixed line number range or be ported from another service provider, to MTN.

3.35.7 The Customer can use test numbers to evaluate the product before porting their actual test numbers.

3.35.8 The test number will be provided from the MTN fixed line number range.

3.35.9 The Customer will be billed for licences, and calls, as per normal, during the test period while using the test numbers.

3.35.10 For HPBX

3.35.10.1 Extension user training assumes that a group of 10 (ten) users are trained per session.

3.35.10.2 System administrator training is excluded, but can be provided at an additional cost.

3.35.10.3 Project Management time is based on 10% (ten percent) of the installation time.

3.36 Activation and Suspension Rules

3.36.1 The soft out suspend for enterprise or enterprise group suspends all users within the group affected:

3.36.1.1 No outgoing calls PBX calls from SIP Phone (PBX subscription number).

3.36.1.2 No # dialled calls from linked mobile will be allowed.

3.36.1.3 No 112 or other emergency calls from PBX subscription number/SIP Phone (user can use mobile).

3.36.1.4 No calls to MTN Call Centres (808, 807, SCCC, PBX call centre) from PBX subscription number/SIP Phone (user can use mobile).

3.36.1.5 No calls to PBX support from PBX subscription number/SIP Phone (user can use mobile).

3.36.1.6 Enterprise cannot create any Enterprise Groups.

3.36.1.7 Enterprise group(s) cannot add users.

3.36.1.8 No suspension fees.

3.36.2 The hard suspend for enterprise or enterprise group suspends all users within the group affected:

3.36.2.1 No incoming and outgoing calls will be allowed.

3.36.2.2 No # dialled calls from the linked mobile will be allowed.

3.36.2.3 No 112 or other emergency calls from PBX subscription number (user can use mobile).

3.36.2.4 No calls to MTN Call Centres (808, 807, SCCC, PBX call centre) from PBX subscription number (user can use mobile).

3.36.2.5 No calls to PBX support from PBX subscription number (user can use mobile).

3.36.2.6 Enterprise or Enterprise Group cannot add users.

3.36.2.7 No suspension fees.

3.36.3 The un-suspend of an Enterprise or Enterprise group will un-suspend all affected users and:

3.36.3.1 All PBX incoming and outgoing calls from will be allowed.

3.36.3.2 # dialled calls from linked mobile numbers will be allowed.

3.36.3.3 Enterprise can create any Enterprise Groups.

3.36.3.4 Enterprise group(s) can add users.

3.36.3.5 No un-suspend costs.

3.36.4 Mobile Phone user deactivation will:

3.36.4.1 Delete user and fixed line phone number on Mobile PBX.

3.36.4.2 Stop billing for Mobile PBX subscription fees.

3.36.4.3 Calls to these deleted fixed line numbers will not be routed, unless ported out, or reactivated.

3.36.4.4 No deactivation fee is billed.

3.36.5 Mobile PBX user deactivation will:

3.36.5.1 Delete user and fixed line phone number on Mobile PBX.

3.36.5.2 Stop billing for Mobile PBX subscription fees.

3.36.5.3 Keep number and prevent number from being re-allocated to another enterprise.

3.36.5.4 Prevent number from being ported out of MTN.

3.36.5.5 Calls to the number will be routed to Mobile PBX and fail.

3.36.5.6 Number can be re-activated by Enterprise via Mobile PBX order request.

3.36.5.7 Mobile PBX user settings are not kept.

3.36.5.8 No deletion fee is billed.

3.36.6 Enterprise or Enterprise Group deactivation will:

3.36.6.1 Stop all billing for all Users within Enterprise and Enterprise Groups belonging to Deactivated Enterprise.

3.36.6.2 Delete all numbers belonging to Enterprise from Mobile PBX.

3.36.6.3 Calls to these deleted fixed line numbers will not be routed, unless ported out, or reactivated.

3.36.6.4 No deactivation fee is charged to Enterprise or Enterprise Group.

3.36.6.5 No Mobile PBX user profile settings are kept.

3.36.6.6 No deactivation fee is billed.

SERVICE DESCRIPTION

The MTN Mobile PBX System is a feature for feature premise-based PBX replacement solution, with full convergence to provide these PBX feature on an MTN Mobile phone. It provides all the functionality from a fully redundant, hosted environment, built and integrated into the MTN Mobile GSM network.

The Mobile PBX System is:

- A telephony system that is designed to meet the requirements for carrier grade telecommunications infrastructure, which far exceeds that of typical on premise PBX solutions.
- MTN mobile PBX is also a fully converged Fixed and Mobile solution, combining the best features and benefits of traditional and VoIP fixed line voice services, with MTN's Mobile Voice Network.
- Fully redundant with each component deployed in a high availability multiple system environments (n+1 and 1+1). All supporting systems such as power, cooling, network connectivity, interconnections, voice peering links, management systems are also fully redundant with multiple hardware and software implementations to ensure a functionally available and stable system.
- Fully scalable to millions of extensions and hundreds of thousands of concurrent calls.
- Fully monitored and managed by MTN for failures, faults, overloads and performance.
- Fully Secured voice ensuring a high level of privacy and security for sensitive communications.
- Compliant with regulatory requirements regarding legal intercept, record keeping and other legal requirements.

The system provides a fully secure and private PBX for an enterprise of any size and complexity. Your company will have access to all the familiar telephone management & administration systems needed to run a PBX, without having to be concerned with the underlying management and system maintenance of a complex enterprise wide PBX implementation.

Quite simply, MTN Mobile PBX removes all the complication from the enterprise and allows them to manage their day to day fixed and mobile communications requirements in a simple, coordinated and cost effective manner.