

Terms and Conditions for Telkom PBX

The terms and conditions contained herein will apply to the provision and use of all Services and facilities provided by the Service Provider to the Customer hereunder.

1. **Installation and rental charges**

The Customer undertakes to pay the Service Provider the prescribed installation charge and rental monthly in advance, from the date the Service(s) is Commissioned, which shall be subject to adjustments from time to time. The discount on rental charges will apply during the term of this Agreement and the Service Provider reserves the right to change or cease to grant the discount after the expiry of the Initial Period. For the avoidance of doubt, the discount is not applicable to exchange lines, tie-lines or any other network service-related rentals.

2. **Migration**

The Customer may in terms of this Agreement, Migrate the Service(s) to an agreement with a longer term without any penalty. In such event, the Customer shall enter into a new agreement with the Service Provider for the longer term. This Agreement, however, shall remain in force and effect up to and including the Effective Date of the new Agreement. This Agreement shall be cancelled on the date following the Effective Date of the new agreement. The rental ceasing date of the Service(s) in respect of this Agreement, however, shall be the Effective Date of the new agreement.

3. **Outdoor transfer of service**

3.1 Should the Customer Outdoor Transfer the Service(s), the remainder of the rental period of this Agreement remains in force and effect. The Customer shall pay the prescribed charges for the provision of the new service.

3.2 Should the Customer, however, requests the Service Provider to transfer the Service(s) outside of Business Hours, the transfer will be carried out at the then prescribed installation charge plus forty percent (40%).

3.3 A written request from the Customer for an Outdoor Transfer will be required.

4. **Upgrade**

4.1 The Customer may, after the expiry of the Minimum Rental Period, Upgrade the Service(s) without any penalty. However, the Customer shall be required to enter into a new agreement with the Service Provider for the provision of the new service. This Agreement shall remain in force and effect up to and including the Effective Date of the new Agreement, whereafter it shall be cancelled on the date following the Effective Date of the new Agreement.

4.2 A written request from the Customer for an Upgrade shall form part of this Agreement.

5. **Augmentation**

5.1 The Customer may augment the Service(s) by requesting the Service Provider to install additional PBX related products and/or services on the existing PBX. The Customer shall pay the prescribed charges for the provision of any additional products and/or services.

5.2 A written request from the Customer for an Upgrade shall form an integral part of this Agreement.

6. **Downsizing**

6.1 The Customer may, after the completion of the Minimum Rental Period, and if the applicable PABX system allows for it, request the Service Provider to downsize the PABX system with no more than 20 % of the contracted rental amount (which will be subject to tariff adjustments). (Not applicable to PABX in a Box)

6.2 Should the Service Provider adjust the monthly rental of the Service(s) the original contracted monthly rental amount will be adjusted with the average percentage with which the Service Provider has adjusted the rental of the Service(s). From the effective date of the rental adjustment, the twenty percent (20%) with which the Customer may downsize the Service(s), will be calculated on the adjusted contracted rental amount.

6.3 A written request from the Customer for a Downsizing shall form an integral part of this Agreement.

7. **Maintenance**

7.1 The Service Provider shall maintain the Service(s) at the Customer's installation address as recorded on the Service Provider's system against payment of the rental charges. Should the Customer request the Service Provider to attend to a fault on Selected Equipment (SE) and if during the maintenance visit to the installation address it transpires that the SE is not available for maintenance at this address, the Customer shall be liable for payment of the applicable unnecessary call-out charge as published in the Service Provider's Tariff List.

7.2 The Customer shall be responsible for the maintenance and/or support of any equipment or Service(s) not rented from the Service Provider, which the Customer uses in conjunction with the Service(s).

- 7.3 The Customer shall be liable for the payment of the applicable unnecessary call-out charge as published in the Service Provider's Tariff List in respect of faults that the Service Provider attends to and that is caused by such equipment not rented from the Service Provider.

8. Termination of service

- 8.1 The Customer shall accept full responsibility for all reasonable abortive costs and expenses incurred by the Service Provider in terms of this Agreement and undertakes to pay the costs to the Service Provider, should the Customer cancel the order for the provision of the Service(s).
- 8.2 Should this Agreement be terminated for whatever reason other than as a result of breach by the Service Provider in respect of any of the equipment, products or services prior to the expiry of the Initial Period of this Agreement, the Customer shall be obliged to pay on the Service Provider's demand the full outstanding rental payable for the remaining period of this Agreement, which amount shall be due and payable upon rendering of an account by the Service Provider.