

# MANAGED IT MANAGED SERVER, DESKTOP, NETWORK



THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalized terms that are not defined in this clause 1 have the meaning assigned to it in the General Terms and Conditions. In these Product Specific Terms and Conditions, the following words and expressions have the meanings assigned to them below:

“Business hours” means the hours of 08h00 to 17h00 SAST on all days that are not Saturdays, Sundays or public holidays in the Republic of South Africa;

## 2. SERVICES AND EXCLUSIONS

- 2.1. The intention of Managed IT Support services is for Vox to maintain the Customer's IT environment as quantified in the contract, in a running and stable state, for a fixed monthly amount. In order to avoid misunderstanding or ambiguity, specific services and exclusions are listed in the selected order.
- 2.2. In order that Vox may provide these services effectively; the Customer shall ensure that:
- 2.2.1. The Vox is granted sufficient network privileges in order to provide effective remote network support.
  - 2.2.2. Sufficient Internet bandwidth is available to allow Vox to operate effectively on the Customer's IT environment
  - 2.2.3. No party, other than the Customer and Vox shall have access to the systems for which the Vox is responsible in terms of this agreement.
  - 2.2.4. No changes are made to the Customer's systems which may hinder or complicate the Vox's ability to perform its obligations hereunder.
  - 2.2.5. That hours between 18h00 and 22h00 (South African time) be available for off peak maintenance of the Customer's IT environment and Vox equipment

## 3. AD HOC PAYMENTS

- 3.1. Any additional ad-hoc Business hours support required shall be billed at a standard rate per hour depending on the skill of the engineer required.
- 3.2. Any support offered outside of Business hours will be billed at the default after-hours adhoc rate unless the Customer is on a 24-hour SLA.
- 3.3. Shall any additional ad-hoc support and/or products be required, Vox shall furnish the Customer with a detailed invoice, and the Customer shall make payment to Vox for these services and/or products with the next billing run.
- 3.4. Ad hoc support will be either:
- 3.4.1. Quoted and accepted by the Customer; or
  - 3.4.2. Signed off by the Customer as an accepted ad hoc charge on a job card.

## 4. CONFIDENTIALITY

- 4.1. The Parties acknowledge that they may come into possession of Confidential Information pertaining to each other's business and the affairs of each other's business.
- 4.2. Each Party agrees not to use or disclose or allow third parties to use or disclose the other's Confidential Information either during the course of this Agreement or at any time thereafter, except to the extent:
- 4.2.1. Permitted by the other Party; or
  - 4.2.2. Required for the purpose of rendering the services; or
  - 4.2.3. Required by law or by order of any court or tribunal of competent jurisdiction
- provided that where disclosures are made in terms of 4.2.1 or 4.2.2 above, the disclosing party will ensure that the recipient of the information is bound by an undertaking substantially in the same form as contained in this clause.
- 4.3. Both Parties shall take reasonable steps to ensure that their employees and contracted 3rd parties comply with these provisions.
- 4.4. In the event of any disclosure or loss of, or inability to account for, confidential information of either party, the disclosing party shall promptly, and at its own expense:
- 4.4.1. notify the other party in writing; and
  - 4.4.2. take such actions as may be necessary or reasonably requested by the other party to minimise the violation; and
  - 4.4.3. co-operate in all reasonable aspects with the disclosing party to minimise the violation and any damages, which arise as a result thereof.

## 5. ADJUSTMENTS TO SERVICES AND FEES

- 5.1. This agreement allows for positive as well as negative adjustments in the numbers of machines under management.
- 5.2. In order for Vox to maintain the Customer's IT environment and guarantee service levels, it is a requirement that any devices attached to the Customer's IT environment are included in the Managed IT Support services.
- 5.3. In the event of any additions to the Customer's IT environment:
- 5.3.1. Any machines added to the Customer's IT environment will be automatically added to this agreement and will be managed and billed accordingly.
  - 5.3.2. An implementation fee equivalent to one month's management for that type of device may apply to new machines which are added to the Customer's IT environment
  - 5.3.3. In the event of a machine being permanently removed from the Customer's IT environment
    - i. Vox cannot assume that a machine which is offline will not be used again, as many times a machine can be inactive while a person is on leave, etc. It is therefore the responsibility of the Customer to notify Vox that the machine will no longer be in use.
    - ii. Once notification has been received from the Customer, Vox shall remove that machine from the management system and from the monthly bill.

## 6. NON-SOLICITATION

- 6.1. For the duration of this agreement, and for a period of 12 months thereafter, the Customer may not, without the prior written permission of Vox, directly or indirectly, employ, induce or solicit the employment of any employee of Vox's personnel nor shall it solicit, entice, encourage or persuade any such employee to terminate his/ her employment with Vox.
- 6.2. As a penalty, if the Customer breaches clause 6.1, it will pay to Vox an amount equal to the remuneration paid to that employee in the previous 24 months as a recruitment fee. Such amount shall be payable on 3 days' notice from Vox.