



**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. **Unified Communication (UC) Platform** means the communication platform used for connecting people with voice and video calling and collaboration with video and audio file sharing in real time.
- 1.2. **Microsoft Teams Rooms (MTR) Equipment** means the Windows based Microsoft certified equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement
- 1.3. **Bring Your Own Meeting (BYOM) Equipment** means the unified communication video conferencing equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement
- 1.4. **Collaboration Bar Equipment** means the Android based Microsoft certified equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement
- 1.5. **Hybrid Communication Equipment** means the dual functionality devices that cater for Microsoft Teams Rooms and Bring Your Own Meeting equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement
- 1.6. **Vox Collaborate Equipment** means the Interactive display with built in hardware and features supplied by Vox to the Customer as itemised in a Subscriber Agreement
- 1.7. **Customised Visual Communication Equipment** means a solution designed by Vox according to the Customer's requirement or specification as itemised in a quotation.
- 1.8. **Customer Equipment** means the equipment supplied by the Customer and that is not installed or managed by Vox, e.g. network switches
- 1.9. References to 'you' and 'your' are references to the "Customer" as defined in the General Terms and Conditions.
- 1.10. Capitalised words not defined herein have the meaning given to it in the General Terms and Conditions.

## 2 SERVICES DESCRIPTION

- 2.1 The Visual Communication service is the supply, delivery, installation, configuration and where relevant the maintenance of MTR, BYOM, Collaboration Bar, Hybrid Communication, Vox Collaborate or Customised Visual Communication Equipment, which includes but not limited to video conferencing cameras, microphones, speakers, presentation hubs, compute units, docks/extendors, touch screen controllers, displays, interactive touch displays, cables, brackets and other related sundries.

## 3 THE EQUIPMENT

- 3.1 **MTR Equipment:** Each Microsoft Teams Room system will comprise of the following components, as described in the Subscriber Agreement:
  - 3.1.1 Microsoft Teams certified video camera or video bar, mini PC with Windows operating system and pre-configured Microsoft Teams Room software, a touch interface (select models) and a microphone;
  - 3.1.2 A mounting system for the camera (wall mount or a pole mount system);
  - 3.1.3 Installation, configuration and operator training;
  - 3.1.4 Mandatory managed service agreement where The Equipment is rented from Vox.
  - 3.1.5 Optional extras that can be procured with the MTR System:
    - a) Single or dual display, with related display mounting solution,
    - b) Microsoft Teams Room license,
    - c) TeamsVoice direct routing,
    - d) Voice SIP trunk,
    - e) Voice rate plan.
- 3.2 **BYOM Equipment:** Each Bring Your Own Meeting room system will comprise of the following components, as described in the Subscriber Agreement:
  - 3.2.1 Unified Communication video camera or video bar, connection hub for wired or wireless interface with personal mobile devices, a touch interface (select models) and a microphone;
  - 3.2.2 A mounting system for the camera (wall mount or a pole mount system);
  - 3.2.3 Installation, configuration and operator training;
  - 3.2.4 Mandatory managed service agreement where The Equipment is rented from Vox.
  - 3.2.5 Optional extras that can be procured with the BYOM System:

- a) Single or dual display, with related display mounting solution,
  - b) Mobile trolley mounting solution,
  - c) UPS back-up unit,
  - d) WiFi repeater.
- 3.3 **Collaboration Bar Equipment:** Each Collaboration Bar room system will comprise of the following components, as described in the Subscriber Agreement:
    - 3.3.1 Collaboration Bar video bar, connection hub for wired or wireless interface with personal mobile devices, a touch interface (select models) and a microphone;
    - 3.3.2 A mounting system for the camera (wall mount or a pole mount system);
    - 3.3.3 Installation, configuration and operator training;
    - 3.3.4 Mandatory managed service agreement where The Equipment is rented from Vox.
    - 3.3.5 Optional extras that can be procured with the Collaboration Bar System:
      - a) Mobile trolley mounting solution,
      - b) UPS back-up unit,
      - c) WiFi repeater.
  - 3.4 **Hybrid Communication Equipment:** Each Hybrid Communication Room system will comprise of the following components, as described in the Subscriber Agreement:
    - 3.4.1 Microsoft Teams certified video camera or video bar, mini PC with Windows operating system and pre-configured Microsoft Teams Room software, connection hub for wired or wireless interface with personal mobile devices, a touch interface (select models) and a microphone;
    - 3.4.2 A mounting system for the camera (wall mount or a pole mount system);
    - 3.4.3 Installation, configuration and operator training;
    - 3.4.4 Mandatory managed service agreement for where The Equipment is rented from Vox.
    - 3.4.5 Optional extras that can be procured with the Hybrid Communication System:
      - a) Single or dual display, with related display mounting solution,
      - b) Microsoft Teams Room license,
      - c) TeamsVoice direct routing,
      - d) Voice SIP trunk,
      - e) Voice rate plan.
  - 3.5 **Vox Collaborate Equipment:** Each Vox Collaborate room system will comprise of the following components, as described in the Subscriber Agreement:
    - 3.5.1 A 4K high brightness LCD touch screen (with a resolution of 3,840 x 2,160 pixels);
    - 3.5.2 Android PC;
    - 3.5.3 Built-in wireless content sharing (Clever Share2);
    - 3.5.4 An appropriate mounting system (wall mount if brick or concrete; a pole mount system or a mobile floor stand);
    - 3.5.5 Installation, configuration and operator training;
    - 3.5.6 Mandatory managed service agreement where The Equipment is rented from Vox.
    - 3.5.7 Optional extras that can be procured with the Vox Collaborate System:
      - a) Windows PC,
      - b) Camera and microphone system,
      - c) Maintenance agreement for outright sales.
  - 3.6 **Customised Visual Communication Equipment** will comprise the equipment as detailed in a quotation.



## 4 INSTALLATION AND CUSTOMER REQUIREMENTS

- 4.1 You agree to ensure that service staff of Vox are given access to your site. You shall state a contact person for the installation of The Equipment. This person shall be available for questions with regard to details of your site and to assist service staff where necessary.
- 4.2 Unless quoted for, you are responsible for providing all internal cabling to connect The Equipment to your data network and power supply. Upon your request, Vox may provide standard internal cabling at an additional charge.
- 4.3 Unless otherwise requested by you the installation will be carried out from Monday to Friday during local Business Hours. Additional costs may apply for installations carried out outside of these times.
- 4.4 The following minimum requirements are to be fulfilled by you:
  - 4.4.1 When The Equipment requires wall-mounting, the required wall mounting position for The Equipment must be either brick or concrete,
  - 4.4.2 Should a brick or concrete wall not exist at the required mounting position, an alternative mounting system will need to be purchased or rented by you (example: a pole system, customised bracket or trolley system).
- 4.5 Vox will not mount any equipment onto a dry wall.

## 5 SERVICE PROVISIONING AND TESTING

- 5.1 A minimum of 2 weeks lead time is required for installations and may vary based on equipment and resource availability, complexity and location of the solution deployment.
- 5.2 The Vox representative will complete a site survey to determine the suitability of the intended venue for the MTR, BYOM, Collaboration Bar, Hybrid Communication, Vox Collaborate System or Customised Visual Communication Equipment to determine the Display mounting system requirements.
- 5.3 You will provide Vox and/or its subcontractor(s) with such assistance and information as reasonably required to provide the Service.
- 5.4 You agree to provide Vox and its subcontractors and their respective employees and agents' access to your sites where any Service is provided (including access to associated equipment) as necessary for Vox and its subcontractors to provide the Service.
- 5.5 All final reticulation costs and LAN assessment charges quoted (where applicable) are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to you at the relevant time.

## 6 ACTIVATION OF SERVICE

- 6.1 The service activation Date shall be the date of sign-off by you.
- 6.2 A sign off document will be required to be signed by you as acceptance of the installation and the Equipment. The service shall be deemed accepted by you if no objection has been raised by you within two (2) business days following receipt of the sign-off.

## 7 CUSTOMER EQUIPMENT

- 7.1 You are responsible for obtaining, installing, configuring and maintaining all Customer Equipment including, but not limited to gateways and firewalls, PC hardware, operating systems, software, wiring, power sources, and/or telephone connections.
- 7.2 Vox is not responsible for the availability, capacity and/or condition of any Customer Equipment.
- 7.3 You are responsible for operation and configuration of your computer(s) and LAN/WAN.
- 7.4 If you connect any Customer Equipment to The Equipment you will be liable for any and all damages if such connection causes any malfunction or failure to The Equipment or software of Vox, the Customer Equipment, or any third party equipment. Only Customer Equipment approved in writing by Vox may be connected to or interfaced to The Equipment provided in terms of this agreement.

## 8 SECURITY

- 8.1 You acknowledge that the logical and physical security measures in relation to The Equipment is your sole responsibility. You agree that Vox will not be held liable for any losses arising out of security breaches of your IT and network environment and services (whether procured from Vox or not).
- 8.2 Without limiting the generality of aforesaid, you are aware that in order to make full use of The Equipment an internet connection will be required. You must take all reasonable precautions to protect the The Equipment from being breached by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure The Equipment. Vox will not be held liable for any losses arising out of any compromised accounts or The Equipment.

## 9 OUT RIGHT PURCHASE OF SUPPLIED EQUIPMENT

- 9.1 Should you elect to purchase The Equipment, then on or before a date determined by Vox you acknowledge that you are required to pay a 50% deposit on the total order value when placing your order. Vox shall be under no obligation to order Equipment from its suppliers until it has received the deposit.
- 9.2 If there are delays in receipt of payment, then there will either be delays in delivery dates, or, where foreign exchange rates are applicable, Vox may terminate the order.
- 9.3 The balance is due either:
  - 9.3.1 On delivery of The Equipment to you. Delivery of The Equipment shall be deemed to have occurred upon handing over of The Equipment to you or your agent as evidenced by a delivery note or waybill. For this purpose, where a carrier delivers The Equipment, such carrier shall be deemed to be your agent; or  
Where Vox is contractually required to install The Equipment, on completion of the installation. An installation shall be regarded as complete if The Equipment is operational. Snag list items that do not affect the functionality or safety of the installation shall not be a valid reason for withholding payment.
- 9.4 Ownership in The Equipment shall remain vested in Vox until Vox has received payment in full for The Equipment purchased. The parties further agree that all risk for loss or damage of or to The Equipment shall transfer to you immediately on delivery to you or your agent, whichever is sooner.
- 9.5 you hereby acknowledge that should an amount not be paid on the due date, the entire balance then outstanding shall immediately become due and payable without any notice. You shall further pay interest on all overdue amounts at 2% per month from due date until date of payment.
- 9.6 Insurance cover with the carrier is your responsibility.
- 9.7 Standard manufacturer warranties apply. Should The Equipment fail through no fault of yours during the warranty period, Vox shall use its best endeavours to obtain replacement stock from its suppliers.

## 10 RENTAL OF SUPPLIED EQUIPMENT

- 10.1 Should you elect to rent The Equipment, then:
- 10.2 The Equipment remains the property of Vox.
- 10.3 Upon termination of the agreement The Equipment shall be returned to Vox.
- 10.4 Vox shall bear the shipping costs for the delivery and return of The Equipment.
- 10.5 Risk of loss and, or, damage to The Equipment lies with you, and you shall ensure that The Equipment is sufficiently insured against such risks.
- 10.6 In the event of failure of The Equipment, Vox will repair or replace (at Vox's discretion) The Equipment as per the Managed Service. You acknowledge that during the term of the agreement technology may change and accordingly Vox may in its sole discretion replace The Equipment with comparable equipment which need not be exactly the same as the replaced equipment, provided that it shall be substantially similar to the replaced equipment.  
You accept liability for any costs incurred by Vox as a result of repair or replacement of The Equipment where The Equipment failure was caused by your use, misuse or changes to The Equipment, other than as previously agreed to in writing by Vox. You agree to support the replacement of The Equipment according to Vox's instructions.
- 10.7 Vox shall not be liable to you or any third party for any loss, liability, damages (whether direct or consequential) or expense of any nature whatever suffered by you or any third party as a result or which may be attributable to:
  - 10.7.1 The Equipment or any part thereof being defective in any way (whether latent or patent),
  - 10.7.2 Any delay in delivering or any failure to deliver The Equipment or any part thereof, and you indemnify Vox against any claim which may be made against Vox in respect of any such loss, liability, damages or expense.
- 10.8 Should you elect to rent The Equipment, you acknowledge that you are entering into a pure rental agreement for the selected term, which will be either a 12 or a 24-month term.



- 10.9 You will not own the equipment at the end of the rental term.
- 10.10 You are not entitled to an upgrade of equipment at the end of the rental term.
- 10.11 Should you wish to continue using The Equipment at the end of your rental term, you will be required to sign a new rental agreement.

## 11 CANCELLATION OF SUBSCRIBER AGREEMENT

- 11.1 Cancellation of rental contracts during the term of the rental agreement will incur a cancellation penalty equating to the total remaining monthly payments of the rental term.

## 12 WARRANTY

- 12.1 Vox makes no warranty that:
  - 12.1.1 The Equipment will meet your requirements,
  - 12.1.2 The Equipment will be compatible with the Customer equipment or any end user equipment.
- 12.2 No advice or information, whether oral or written, obtained by you from Vox shall create any warranty.

## 13 APPLICABLE TO VIDEO CONFERENCING PERIPHERALS - SUPPORTED CUSTOMER EQUIPMENT

- 13.1 Only equipment approved by Vox can be utilised on a Vox supplied Clevertouch screen or Windows PC.
- 13.2 It is Vox's recommendation that when selecting an interactive touch screen for Video conferencing purposes (used with third party camera, microphone and speakers) that a PC is to be used in conjunction with the screen to run the call. Android applications can run on the Clevertouch screens but if a GSM connection cannot be established by the Android device within the screen, then Google Play services cannot run properly causing functionality issues with the applications.

## 14 APPLICABLE TO CLEVER SHARE 2

- 14.1 EShare/Clevershare has to be activated first before it will allow clients to connect and use the content sharing features.
- 14.2 Activation server for Eshare/Clevershare service:
  - 14.2.1 TCP Port : 8001
  - 14.2.2 DNS : h1.ee-share.com
  - 14.2.3 IP : 74.207.254.152
- 14.3 The Clevertouch (running EShare/Clevershare Server/receiver) and the client that is running the EShare/Clevershare app have to be on the same network subnet as each other, below are the network ports that EShare/Clevershare uses to communicate on the LAN:
  - 14.3.1 TCP Ports:
    - 51010 - Video URL receive port
    - 52020 - Touch signal transfer port
    - 51030 - Video stream port
    - 51040 - Protocol handshake port
    - 8121 - Control information port
  - 14.3.2 UDP Ports:
    - 48689 - Device discovery/search port

## 15 MANAGED SERVICE AGREEMENTS

- 15.1 Managed Services are provided as mandatory on all rental contracts, for the duration of the rental term.
- 15.2 Managed Services Agreements are optional on all outright purchases.
- 15.3 The Managed Service provides you with a pickup, repair and return service for any equipment that, once deemed defective by Vox, requires repair.
- 15.4 Loan equipment supplied to you will be similar to the equipment that you rented but may not be the exact same product.
- 15.5 Managed Service services will be provided on a next business day basis.

## 16 RATE OF EXCHANGE

- 16.1 All pricing is subject to rate of exchange variations as determined by the authorised distributors of the equipment.

## 17 DEPLOYMENT COSTS

- 17.1 Pricing does not include post deployment Installations, moves, adds, changes and deletions.
- 17.2 Any changes to the scope of supply of a Subscriber Agreement will be required to be re-quoted by Vox and accepted by you prior to implementation.
- 17.3 All final reticulation costs and professional service costs are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to you at the relevant time.
- 17.4 The Equipment quoted herein is based on the information available at the time of quotation and may change subject to final site installation requirements.
- 17.5 Vox shall not be responsible for any quality related issues pertaining to the implementation of The Equipment on the Customers Local Area Network LAN.

## 18 ACCURACY OF CUSTOMER INFORMATION

- 18.1 You will provide Vox with accurate and up-to-date information: (i) when completing the Subscriber Agreement; and (ii) when you contact Vox to report a suspected fault and are asked a standard set of structured questions.
- 18.2 Vox shall not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

## 19 TRAINING

- 19.1 Post deployment user training is provided for a maximum of 2 hours per site, unless otherwise stated.
- 19.2 Training is limited to the use of The Equipment or applications provided with The Equipment as detailed in the Supplier Agreement.
- 19.3 A training date and time will be deemed agreed and confirmed by you upon acceptance of a calendar invitation or upon written acceptance of the proposed time and date.