

AMENDMENT TO SUBSCRIBER SERVICE AGREEMENT

(v.1.2)

As amendment to the existing subscriber agreement entered, the parties hereunder and signed on _____ and _____ by the parties respectively, the following is agreed regarding interception of direct communications.

The two parties to the agreement and amendment are:

Vocae Telecom (Pty) Ltd., a South African Corporation, at PKN Office Park, Taaifontein St, Pretoria, South Africa (hereinafter referred to as "**Vocae**")

and

SUBSCRIBER DETAIL:								
Entity Name					Trading As			
Type of entity	(Pty)Ltd		CC		Partnership		Private	
Registration/ID No								
Tel No		Fax No		Email				
Postal Address				Physical Address				
		Code:					Code:	
Director / Member Partner?				ID No				

(hereinafter referred to as "**the Customer**")

INTRODUCTION

Vocae is a duly appointed reseller of service providers in South Africa. Vocae is specifically bound by the ECA act 36 of 2005 and the RICA act 70 of 2002 and all amendments and regulations thereto, especially regarding the legality of interception and recording.

Customers should enter into agreement with Vocae and comply with the regulations for Vocae to provide specific services.

This document assumes that the customer has entered and signed the latest version of the Vocae subscriber agreement and has specifically complied with the RICA act as mentioned above, as far as providing proof of residential / business address and identity to Vocae through its agents. If this is not the case, no service may be rendered to the customer.

The interception and specifically recording of any "direct " communication, as defined and outlined in the RICA act, requires at least one of the two parties involved in the direct communication to specifically instruct the third party (who is not a party in the direct communication, therefore Vocae in this case) in writing that the interception should be done. Vocae must ensure that this instruction is in place to activate such interceptions.

The Vocae services are capable of doing such interceptions but as default rule, this interception is not activated unless required and instructed by one of the official bodies identified in the act, or one of the parties to the communication.

Our interpretation is that a customer, who is a business and rents the service from Vocae, is never a party to a communication but instead, the employee or official of the customer, in his personal capacity, is party to the communication to be so intercepted and recorded.

It is therefore imperative that in all cases such person (being the employee or official), as party to the direct communication, instructs Vocae in writing that the communication must be intercepted.

Vocae will accept the undertaking and indemnification from the direct customer being the renting business whose employees are parties to the communications, that they have made such employees aware of the fact that their communications are being recorded and have solicited from these employees such signed agreements that the communications should be intercepted and recorded by Vocae.

REQUEST BY CUSTOMER

Pursuant to the provisions made in the RICA act 70 of 2002, and regulations issued thereto from time to time, the Customer hereby explicitly requests and instructs Vocae to intercept and record all direct communications that take place from or to any of their extensions or user's phones connected to the various Vocae systems.

AUTHORIZATION FROM CUSTOMER'S USERS

The Customer explicitly states herewith that it has received the agreement from its personnel or otherwise deployed persons (hereafter users) who may use the telephone service from time to time, that the direct communications, in which these users are one of the two parties by using the telephones or other communication devices of the Customer, may be intercepted and recorded for future use which use may not be under the user's control.

It is very clearly stated that no indication such as a recorded message will be played to the users on either side of the conversation to indicate that the communication is being intercepted

The Customer herewith indemnifies Vocae, its resellers, personnel, management and shareholders against any action which may be launched by any person including any third party due to the interception of these communications and specifically states that the Customer does not have any criminal intent with such intercepted recordings.

RECORDING OF COMMUNICATION AND COMMITMENT FROM VOCAE

Vocae hereby commits to employ its best endeavors to intercept and record each **and every direct communication** (voice call) that passes through the specific trunk number that is allocated to the Customer under the agreement to which this is an amendment.

The Customer hereby acknowledges that the recordings are done on a best effort basis and that there could be situations where the recording of voice calls may be impossible. Vocae's signed statement to the effect that a technical problem prevented a specific direct communication from being intercepted and recorded will be sufficient evidence to satisfy the customer of such occurrence and no further technical evidence will be required to be tabled.

CANCELLATION

Either party may cancel the agreement according to the clauses in the original agreement but this amendment may be cancelled on its own by either party for whatever reason with thirty days' written notice of such cancellation by that party.

DURATION OF KEEPING OF RECORDINGS

Vocae is obliged under this amendment to employ its best efforts to keep the recordings for 7 (seven) calendar days, where after it may be deleted or overwritten by new recordings. Within this time of seven days, the Customer may transfer the recordings to his systems for his own safekeeping. Vocae does not have any means or obligation to ratify the health of the recordings as soon as it has been passed on to an ftp server provided by the Customer. It is advisable that the Customer takes samples of the recordings on his server to check the health and specifically the usability and inform Vocae of any problem within 24 hours after the transfer, which by agreement will always take place automatically on every Monday night, after which the recordings will be kept intact on the Vocae side for another 48 hours.

PRICING FOR RECORDING SERVICE

The interception and recording herein mentioned will be done on the basis that it is a free service to some customers who subscribe to the Web Office/Hosted Phone service, with certain specific provisions, being:

The recordings may at no time exceed 10 Gigabyte in volume as stored and measured on Vocae's servers deployed for this purpose. A statement to this effect by Vocae will be regarded in all cases as sufficient evidence.

The service may be canceled by any of the parties as detailed under clause 5 and this free service clause does not place Vocae under any obligation to render the service to anybody under Vocae's sole discretion.

In the event that the recordings exceed the volume stated in 7.1 then the price which will be billed to the Customer's account for the data size will be R100 (Incl VAT) per Gigabyte per week or portion thereof that it is over the volume mentioned in 7.1.

CALL CABINET SERVICE

The Optional Call Cabinet external storage service is available under separate agreement. The initial interception and recording will still be executed by Vocae and then passed on to Call Cabinet for storage and customer access.

The Customer agrees that the same restrictions and commitment of knowledge of interception by employees and officials is in place for recordings stored and accessed under the Call Cabinet agreement

LIMITATION OF LIABILITY

It is agreed that Vocae will accept no liability regarding failure to reproduce, quality, completeness or durations of any recordings or files provided under this service.

All liability for any damages, loss of life, loss of income or any other consequential losses or damages howsoever incurred by any party or third party is excluded and the customer indemnifies Vocae in full against any action that may be brought by any third party as result of this service whether it is cause in delict, by negligence or any other cause whatsoever.

In the event that any claim should be instituted which cannot be excluded, the parties agree that the claims in aggregate will be limited to a maximum of R5000.00 (five thousand Rand) or the amount paid for this recording service for the previous month, whichever is the lowest.

Signed at: _____

Date: _____

(Name and designation)

(for The Customer)

Witness 1

Witness 2

Signed at: _____

Date: _____

(Name and designation)

for The Company

Witness 1

Witness 2