



Spectranet Limited,
Plot 36B,
Mobolaji Johnson Avenue,
Oregun Industrial Estate,
Alausa - Ikeja
Lagos
Tel.: 08002345678
Email: care@spectranet.com.ng
RCN 730733

This Services Agreement made on this ____ day of _____ of year 201____ ("Effective Date") by and between:

Spectranet Limited, a company incorporated under The companies and allied matter act, having is Registered Office located at Plot 36B, Mobolaji Johnson Avenue, Oregun Industrial Estate, Alausa – Ikeja, Lagos (hereinafter referred to as "**SERVICE PROVIDER**", which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the First Part;

AND

----- (hereinafter referred to as the '**Customer**', which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and legal representatives) of the Other Part;

SERVICE PROVIDER and Customer are individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:

- (A) SERVICE PROVIDER is licensed by the Nigerian Communication Commission to provide the Internet Bandwidth Services .
- (B) Customer is desirous of availing Service from SERVICE PROVIDER.
- (C) SERVICE PROVIDER has now agreed to provide Services to the Customer on the following terms and conditions

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

A. Customer's Information and Services conditions (in brief)

Link Location Address	
Link Capacity	
Customer Account No.	
Customer code No.	
CAF No.	
Billing Account No.	
SLA Type	PREMIUM

B. The General Terms and Conditions is annexed herewith as Annexure-A, and forming an integral part to this Agreement. The Parties agree that all provisions of Services and related obligations hereunder shall be governed by Terms and Conditions to this Agreement.

IN WITNESS WHEREOFF THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN EFFECTIVE DATE.

Signature of Customer's Authorized Signatory		Signature of SERVICE PROVIDER Authorized Signatory	
Name of Authorized Signatory:		Name of Authorized Signatory:	
Title:		Title:	
Date:		Date:	
Witness:	1.	Witness:	2.
Witness Signature:		Witness Signature:	

ANNEXURE - A

GENERAL TERMS AND CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the following terms and expressions shall, unless repugnant or contrary to the context hereof, shall have the meanings assigned herein:
- a. **"Activation Date"** means the date on which a Link gets activated as per terms and conditions of this Agreement. .
 - b. **"Agreement"** means this Services Agreement and the terms and conditions as set out herein together with all annexure and schedules, exhibits, the Customer Application Form, and further includes any amendments, additions, modifications as mutually agreed in writing between the Parties from time to time.
 - c. **"Applicable Law"** means any law that is applicable in a particular context and includes both Central and State legislations as may be amended or repealed from time to time, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Governmental Authorities from time to time.
 - d. **"Charges"** shall mean the amount be paid by Customer in consideration of Services in terms of Clause 4 below and as specified in Exhibit A, it includes only the base fee for Service and excludes all local loop and other telco and third party costs and expenses.
 - e. **"Customer Equipment"** shall mean the compatible telecommunication equipment, independent or as part of any other equipment's, belonging to or owned by the Customer or any other third party, which are used by the Customer for availing the Services.
 - f. **"Exit Payment"** means the amount of which shall immediately become due and payable by the Customer in case of earlier termination of this Agreement prior to the expiry of Lock-in period.
 - g. **"Force Majeure Event"** shall mean any event and effect thereof to the extent that such event is not caused by (or due to the gross negligence of), and are beyond the reasonable control of SERVICE PROVIDER including war, hostility, governmental, statutory or regulatory acts of the public enemy, quarantine restriction, or act of GOD, strikes, lock-outs, fire, explosions, sabotage, riots, civil commotion, acts of terrorism, earthquake, floods, epidemic, storm, lightning, faults or deficiencies originating in networks of other telecommunication service providers to which SERVICE PROVIDER's Network is connected.
 - h. **"Internet Protocol Point of Presence (IP POP)"** shall mean and include all the SERVICE PROVIDER's IP enabled POP's within the Network.
 - i. **"ISP"** shall mean an Internet Service Provider as defined by NCC from time to time.
 - j. **"Latency"** shall mean round trip delay between a designated point of SERVICE PROVIDER Internet backbone and terminating point of Network on the Upstream Service Provider. This would be measured using 1000 packets of 64-byte size. So for a Customer in Lagos, the Latency will be calculated between designated point of SERVICE PROVIDER Internet backbone and terminating point of Network on the Upstream Service Provider.
 - k. **"Link"** shall mean the provision of point-to-point connectivity between the SERVICE PROVIDER Network to the Customer's location and more specifically described in the Purchase Order.
 - l. **"Packet Loss"** is defined as the percentage ratio of the total number of data packets lost to the total number of data packets transmitted. It is calculated by averaging over SLA Measurement Period, the packet loss between IP POP's to which Customer is connected upto SERVICE PROVIDER's internet gateway.
 - m. **"Parties"** means SERVICE PROVIDER and the Customer collectively and **"Party"** means each of them individually.

- n. **"Planned maintenance"/"Planned outage"** shall mean any preventive, routine or scheduled maintenance which is performed with regard to the Private Line Services, the Network or any component thereof, which SERVICE PROVIDER or its agents reasonably believe is/are necessary in order to prevent a defect which may affect Customer's use or access to the Services and also includes network upgrade/downgrade activities.
- o. **"Purchase Order"** means the order placed by Customer on SERVICE PROVIDER for the provision of Services under this Agreement.
- p. **"Service Credit"** shall mean compensation provided in the form of free Service days to the Customer, due to non-conformance by SERVICE PROVIDER of committed Service Levels. It shall be calculated in accordance with the tables provided in Trouble Ticket, Planned Maintenance and Service outage / downtime.
- q. **"Service Availability"** shall mean the period (excluding Service Outage) during which Customer is able to exchange packets with SERVICE PROVIDER's IP POP's.
- r. **"Service Outage"/ "Network Unavailability"** shall mean any event or period or circumstance (other than a planned / scheduled maintenance) which results in 100% blocking of movements of packets on Customer link and the Customer is unable to access any public IP based resources
- s. **"Services"** shall mean Enterprise internet bandwidth services to be provided by SERVICE PROVIDER as particularly described in the relevant purchase order issued by Customer from time to time and any other incidental services including installation, implementation and providing technical assistance under this Agreement.
- t. **"SLA Measurement Period"** shall mean the periodicity on quarterly basis within which the parameters of SLA are calculated.
- u. **"SERVICE PROVIDER Network"/ "Network"** shall mean the telecommunications network and network components owned and operated by SERVICE PROVIDER, including IP POP. The SERVICE PROVIDER Network does not include Customer Equipment, local data links between POP and Customer's Location or any networks or network equipment not owned or controlled by SERVICE PROVIDER.
- v. **"Telecom Authority"** shall refer to Chairman, Nigerian communication commission, Ministry of Communications, Government of Nigeria and/or any other Telecom Regulatory Authority, having competent jurisdiction over SERVICE PROVIDER; and/or Chairman, Nigerian communication commission, and shall include any officer empowered by them to perform all or any of the functions of the Authority.
- w. **"Trouble ticket"** shall mean logging in of the Customer complaint in relation to Service disruption. The reporting of the complaint shall be made to the Customer care of SERVICE PROVIDER. The details of Customer care facilities shall be intimated from time to time by the SERVICE PROVIDER's account manager.
- x. **"SERVICE PROVIDER IP Addresses"** means an IP address assigned to each permanent connection on the internet, as a part of the Service.
- y. **"Upstream Service Provider"** shall mean an ISP with whom SERVICE PROVIDER has entered into a Bandwidth Leasing Agreement.
- z. **"Installation Report" or "IR"** is the written declaration upon completion of successful acceptance of activation of a Link as per format provided by SERVICE PROVIDER.

2. SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this Agreement, SERVICE PROVIDER shall perform and/or provide to Customer such Services as may be described in the relevant Purchase Order or an agreed from time to time.
- 2.2 Customer undertakes that it shall use/utilize SERVICE PROVIDER's Services only for its own purpose and in no event shall Customer use the Services for any purpose not envisaged under this Agreement, including for the purposes of further commercial use/exploitation of the Services.

- 2.3 Customer shall, at its own costs and expenses, cause the Customer Equipment's to be compatible so as to have the access and connectivity to the Services of SERVICE PROVIDER.
- 2.4 SERVICE PROVIDER shall provide Services subject to (a) terms and conditions contained in this Agreement, (b) provisions of the license under Nigerian communication commission (c) any directions or orders issued by NCC, Government, courts, judicial forums and other statutory authorities, and (d) any policies and/or rules/regulations adopted by SERVICE PROVIDER from time to time with regard to operation and maintenance of the Services.
- 2.5 Upon the delivery of the Link for verification and approval, service provider shall notify the Customer to perform any check or acceptance test for the connectivity of the Link. The Customer shall carry out the verification or acceptance tests and convey in writing with details if there is issue is found within 48 hours from the commencement of such verification tests. The Customer shall, upon completion of the acceptance or verification tests, issue and sign the IR to SERVICE PROVIDER in the agreed format which shall be the Activation Date of Link. However, in the event the Customer does not respond back to SERVICE PROVIDER by written notice within such 48 hours, the IR shall deemed to be issued and accepted and consequently, the link shall be deemed activated.

3. TERM

- 3.1 This Agreement shall commence from Effective Date and shall remain valid for the period of One (1) year from the date thereof unless terminated earlier in accordance with the terms and conditions hereof. Each link shall remain active for a period of at least One year from the Activation Date ("Lock-in Period"). However, if the Customer issues any PO for activation of Link hereunder and the tenure of such Link is going beyond the term of this Agreement, then the Link shall remain alive/active even after the term of this Agreement and all terms and conditions of this Agreement shall continue to be applicable as if this Agreement has not been terminated.
- 3.2 The Parties acknowledge that SERVICE PROVIDER shall be making investments for providing the Services to the Customer and for which a minimum term of Lock-in Period, which is reasonably required to enable SERVICE PROVIDER to recoup its investments and capital expenditure. Hence the Customer, subject to the other terms of this Agreement, agrees to bind itself with the Lock-in Period agreed hereinabove and shall not be entitled to terminate this Agreement or any Link, in whole or in part or request for downward price revision during the relevant Lock-in Period.

4. CHARGES AND PAYMENT

- a. SERVICE PROVIDER shall invoice the recurring Charges to the Customer which should be paid as an advance as per the accepted billing cycle as mentioned in the Customer application form. The Onetime Charges shall be payable in advance alongwith the Purchase Order.
- b. Any present and future taxes and other statutory levies chargeable in respect of Services provided by SERVICE PROVIDER under this Agreement shall be charged extra to Customer.
- c. All payments, for the services availed hereunder, shall be made only by way of account payee cheque/bank draft/banker's cheque favoring "Spectranet Limited", payable at par. Payments made by account payee cheque shall be subject to realization.
- d. SERVICE PROVIDER hereby expressly disclaims any and all responsibilities for any liability, misuse, fraud or losses arising out of payments made by the Customer: a) in cash or b) by any instrument, other than those specified above or c) to any person other than the authorized personnel of SERVICE PROVIDER.

5. SERVICE ASSURANCE REMEDIES

- a. Service provider assures the customer to provide an Uptime of 98%. This would be predominantly determined by

(365 Days in a Year X 24 Hrs) X 98% Service Provided.

This would be predominantly calculated Monthly Basis.

- b. SERVICE PROVIDER shall offer Services as per the Service availability assurance percentage on each port subscribed.
- c. In case the Service availability percentage is less than the Service availability assurance percentage, SERVICE PROVIDER shall provide to Customer Service Credits as mentioned below:

Type of SLA	Service Availability Percentage	Service Credit (days)
Premium	Upto 98%	NIL
	95% to 97.99%	1 days
	94% to 95%	2 days
	90% to 93%	3 days
	Less than 90%	4 days

Note: The total Service Credit in a given SLA measurement period shall not be more than four (4) days.

- d. In any given SLA Measurement period, in case of service outage, the Customer shall be entitled to claim only the Service Availability Service Credit.
- e. In case of downtime the response time of the service provider would be 1 hour in terms of telephonic support. further which if the issue is not resolved a technical support engineer would be sent within 6 working hours to the customer sight.

6. EXCLUSIONS:

For the purpose of calculating Network / Service Availability, Packet Loss and, Latency do not include Downtime or non-conformance to committed SLAs, resulting in whole or part from one or more of the following causes:

- Failure to notify the customer care and raising the Trouble Ticket of a service disruption;
- Any act or omission of Customer or any of its agents, contractors or vendors without prior written authorization of SERVICE PROVIDER;
- Periods where faults are caused due to acts/omissions of Customer equipment or error;
- Planned outages for which agreed notification was given in advance to Customer;
- Non availability of power supply or other deficiency in the infrastructure provided by Customer;
- Faults reported by Customer, but no fault is found or confirmed by SERVICE PROVIDER to Customer;
- Trouble tickets related to new installations, upgrades, downgrades and shifting;
- Customer elects not to release the Services for testing and repair and continues to use it on an impaired basis;
- SERVICE PROVIDER or its agents are not allowed an access to the Customer Equipment or the premises where the access lines are terminated; Periods where Customer or bandwidth provider staff was inaccessible to confirm the Service condition after fault clearance by SERVICE PROVIDER;
- Customer's scheduled maintenance;

- k) Any service degradation or outage caused by third party last-mile connectivity or by local access facilities ordered directly by Customer;
- l) Periods taken by Customer to confirm the Service condition after fault clearance by SERVICE PROVIDER;
- m) Disconnection/s or temporary suspensions due to failure to meet payment obligations by Customer ;
- n) Interconnection to or from and connectivity within other Internet Service Provider (ISP) networks or any other Service Provider network in Nigeria or abroad or any other interconnection that is considered unauthorized as per the present or future guidelines issued by the Telecom Authority;
- o) Periods where interruptions are caused by or due to occurrence of Force Majeure Events;

7. PROBLEM REPORTING (DOCKET OPENING) AND PROBLEM RESOLUTION (DOCKET CLOSING)

- 7.1 SERVICE PROVIDER maintains Centralized Call Centre. For reporting any SLA related problem to SERVICE PROVIDER, SERVICE PROVIDER adopts Docketing System. The Customer has to call up the Centralized Call Centre and report the problem as faced by him. The Customer shall provide all relevant details like the unique customer code provided by SERVICE PROVIDER at the time of microwave commissioning, billing code, the exact way by which Customer concluded that problem exists, Customer Equipment details, contact details of the person in case they are different from the ones in the SERVICE PROVIDER database and any other information which shall be helpful in resolving the problem or SLA claim settlement. The Docket number as allotted by the system will be issued to the Customer. The Customer needs to quote this Docket number to know the status of his query till the Docket is closed. The Docket shall be closed by SERVICE PROVIDER on a phone call to Customer. In case of unavailability of Customer, it will be communicated and recorded through an e-mail to Customer and closed.
- 7.2 This Docket number will be the reference database for SLA claim process. It is reiterated that any such claim without a Docket number will not be accepted by SERVICE PROVIDER for SLA settlement. SERVICE PROVIDER maintains a helpdesk and an Escalation Matrix, the Customer to be entitled to the Service Credits and for better support and fast problem resolution, needs to adhere to the escalation matrix and ensure timely escalation of any problem in the Services.

8. SERVICE CREDIT CLAIM PROCESS

- 8.1 To initiate a claim for Service Credit with respect to the network unavailability, internet Latency or Packet Loss guarantees, Customer shall submit a completed Service Credit Request Form within seven (7) business days after the end of the quarter during which the event occurred which gives rise to the claim for Service Credit.
- 8.2 The claim for Service Credit must include the following information:
- Customer Name and contact information
 - Docket number, customer code and billing code
 - Product or Service type
 - Date and beginning /end time of outage or failed metric
 - Brief description of the characteristics of the failed metric
 - End User location and customer code
- 8.3 The Customer must provide information supporting the claim of a SLA violation such as PING and/or trace route output taken at the time of the occurrence which demonstrates the problem(s) being reported
- 8.4 SERVICE PROVIDER in its sole discretion shall attempt to review all claims within twenty (20) business days of receipt and will notify the Customer if the Customer's claim is

rejected. Service Credits will be issued only for problems caused by circumstances within SERVICE PROVIDER's reasonable control and not as a result of any actions or inactions of the Customer or any third party (including Customer Equipment and third-party equipment)

- 8.5 SERVICE PROVIDER shall issue Service Credit to Customer's account upon approval of Customer's Service Credit Request. Service Credit shall appear on the invoice issued in the next quarterly bill following the quarter in which the Service Credit Request was approved. Service Credits shall be exclusive of any applicable taxes charged to Customer or collected by SERVICE PROVIDER.
- 8.6 The Service Credit provided for in this Agreement assumes compliance by Customer with the terms and conditions of Services provided by SERVICE PROVIDER and the failure of Customer to comply therewith may invalidate SERVICE PROVIDER's guarantees provided herein.
- 8.7 Furthermore, SERVICE PROVIDER shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer' use of bandwidth in excess of the committed bandwidth.

9. OBLIGATIONS OF CUSTOMER

- 9.1 Customer shall be bound by the (a) terms and conditions of this Agreement, (b) terms and conditions of the Customer Application Form (c) terms and condition of the equipment heir agreement.(d) term of Internet Acceptable Usage Policy, attached as Exhibit- B (e) guidelines and instructions issued by the Nigerian Communication Commission and other statutory authorities or their successors-in-office, as may be advised by SERVICE PROVIDER from time to time.
- 9.2 Prior to the commencement of Services hereunder, Customer shall submit the prescribed Customer Application Form/s complete in material particulars and duly supported by requisite documents, along with prescribed fees/payments as may be required by SERVICE PROVIDER from time to time in order to enable/facilitate the provision of Services (and any additional services) pursuant to this Agreement. The Services shall not be commenced unless and until Customer fulfills all requisite formalities in connection with Customer Applications Form.
- 9.3 Customer shall not use Services provided under this Agreement for any purpose that is in violation of any Applicable Laws or of public policy, and shall not use the Services in any manner that violates any statutory directives or orders for the time being in force or in any manner that may interfere unreasonably, directly or indirectly, with the use of the Services by one or more other Customers of SERVICE PROVIDER;
- 9.4 Customer understands that international connectivity is being provided by Upstream service provider.

10. DISCLAIMERS BY SERVICE PROVIDER

- 10.1 The Services are provided on an "AS IS, WHERE IS and AVAILABLE" basis without warranties of any kind, either express, statutory or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by SERVICE PROVIDER, its affiliates or their respective employees shall create a warranty. Neither SERVICE PROVIDER nor its affiliates warrants that the Services will not be interrupted or error free or that any information, software or other material accessible on the Services is free of viruses, worms, trojan horses or other harmful components. The Customer shall solely at its own cost ensure that its equipment is adequately protected and SERVICE PROVIDER accepts no responsibilities or liabilities of any kind for loss of any data files.
- 10.2 SERVICE PROVIDER does not guarantee uninterrupted or fault-free working of the Network or the Services and shall not be liable to Customer or to any user or other person for injuries or damages resulting from omission, interruptions, delays, errors in

transmission, failures or defects in Equipment, or any other causes (including but not limited to the failure to transmit) which are connected with Force Majeure Events.

- 10.3 In no event shall SERVICE PROVIDER be liable to Customer or any other person/party for direct or indirect consequential loss or damage, economic or otherwise, including of profits and loss of reputation, goodwill, even if advised of the possibility thereof.
- 10.4 SERVICE PROVIDER makes no representation or warranty other than those set forth in these terms and conditions. SERVICE PROVIDER hereby expressly disclaims all implied warranties.
- 10.5 SERVICE PROVIDER, its affiliates or its contractors expressly excludes and disclaims liability for itself, its directors or its employees, representatives and assigns for any direct, indirect, incidental, special, punitive or consequential loss, damages, costs, expenses or for loss or profits, business, revenue, goodwill or anticipated savings or for libel and/or slander arising out of a message sent or received by Customer via SERVICE PROVIDER's Network or arising from Customer's reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- 10.6 In the event that any exclusion or disclaimer as to SERVICE PROVIDER's liability contained in these terms and conditions, shall be held to be invalid for any reason and SERVICE PROVIDER becomes liable for loss or damage that it otherwise may not have been liable for, such liability shall be limited to refund of deposits and other excess advance amounts paid by Customer after adjusting the Charges due to SERVICE PROVIDER.
- 10.7 If at any time, during the continuance of Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by Force Majeure Events, the Customer shall not have any claim for damages against SERVICE PROVIDER in respect of such non-performance or delay in performance in connection thereto.

11. TERMINATION OF AGREEMENT / BREACH

- 11.1 Subject to terms and conditions contained herein, the happening or recurrence of any one or more of the following events shall constitute an event of default on the part of Customer under these terms and conditions (an "Event of Default")
 - i. Customer breaches the terms and conditions of this Agreement and fails to cure the same within 30 days of a written demand to that effect being made by SERVICE PROVIDER;
 - ii. Any representation or disclosure made by Customer in this Agreement or in any document or certificate furnished by Customer in connection herewith or pursuant hereto, proving to be false, at any time, in any material respect;
 - iii. If Customer fails to comply with all Applicable Laws, rules and regulations, inter alia, regarding the use of the Services.
- 11.2 SERVICE PROVIDER shall, in its sole discretion and unconditionally, be entitled to suspend / disconnect / terminate the Services with prior notice to Customer in the event the SERVICE PROVIDER detects or suspects or has reason/s to believe or is advised by statutory agencies/authorities, that the Services provided hereunder is misused/used for illegal and unlawful purposes/carrying obnoxious messages etc.
- 11.3 In the event Customer desires to exit/terminate this Agreement, whole or in part, prior to the expiry of Lock-in Period, Customer shall inform SERVICE PROVIDER at least 60 days in advance in writing and shall be liable to promptly pay the Exit Payment to SERVICE PROVIDER for Links existing as on the date of exit/termination as per methodology enumerated in Exhibit - A to the Agreement. Customer further agrees that the said advance written notice shall be accompanied by the requisite Exit Payment.

Failure to pay Exit Payment and other pending dues by Customer shall not be considered as exit notice from the Agreement.

- 11.4 After expiry of the Lock-in Period, Customer can make request for termination of any Link by serving 90 days written notice.
- 11.5 During Lock-in period, if Customer wishes to leave its current premises for any reason whatsoever and requests for shifting of link to new premises, then Customer shall inform SERVICE PROVIDER at least 30 days in advance in writing of such decision. SERVICE PROVIDER shall make all reasonable efforts to shift link so requested subject to techno-commercial feasibility compliance. Customer further agrees that shifting of Link shall be deemed to be on continuous basis and any additional cost/ incidental expenses shall be on its account. However, if Customer decides to leave such premises at its sole discretion and discontinue link or where such shifting of link is not possible due to techno-commercial feasibility reasons, then Customer would be liable to pay Exit Charges in terms of this Agreement.
- 11.6 During Lock-in period, if Customer requests in writing for up gradation of Link, SERVICE PROVIDER shall make all reasonable efforts to upgrade the Link subject to techno-commercial feasibility compliance for the same location. Customer reserves the right to terminate the Link only upon receipt of SERVICE PROVIDER's written confirmation on failure to upgrade the link due to sole reasons of techno-commercial feasibility and hence liable to pay Exit Charges. However, where SERVICE PROVIDER fails to upgrade the Link and Customer decides to continue the Link, then the Parties may mutually agree upon request, if any raised by Customer, for waiving off the Exit Charges in terms of this Agreement.

12. CONSEQUENCES OF TERMINATION: Upon termination of this Agreement on account of breach by the Customer, SERVICE PROVIDER shall not be liable to refund or repay any Charges (including advance payments) paid and/or costs and expenses incurred by Customer during the Term. In case of the outstanding with the Customer till the effective date of termination, SERVICE PROVIDER shall be entitled to collect the balance and pending amount from the Customer for the Services rendered till such effective date. Where such termination of this Agreement, whole or in part, occurs during the Lock-in Period, SERVICE PROVIDER shall be entitled, in addition to outstanding payments, for the Exit Payment from the Customer. SERVICE PROVIDER shall be entitled to remove and take back any of SERVICE PROVIDER Equipment's that were provided or installed at the Customer's premises for providing the Services.

13. TRANSFER AND ASSIGNMENT: Customer is not permitted to transfer the Services or to assign any right or interest or delegate any of its responsibilities arising hereunder to any person, firm or company without obtaining the specific prior written permission from SERVICE PROVIDER.

14. GENERAL PROVISIONS

- 14.1 It is hereby agreed that this Agreement and the terms and conditions contained in the Customer Application Form, shall govern the relationship between SERVICE PROVIDER and Customer to the exclusion of any understandings, oral or written, and/or any representations or communications, oral, written or visual, between the Parties relating to the Services.
- 14.2 Any waiver, concession or extra time allowed or granted by either Party to the other shall be limited and applicable to the specific instance in which it was given and the same shall not affect the waiving Party's rights under these terms and conditions in any way (whether in that or any other instance).

15.ARBITRATION: It is mutually agreed between the Parties, that in the event any difference or dispute relating to these terms and conditions, the same shall be referred to an Arbitral Tribunal comprising of a sole arbitrator to be nominated by in accordance with the Arbitration and Conciliation Act, 1990 ("the Act"). The award of the Arbitral Tribunal shall be final and binding on all the Parties. The Arbitration proceedings shall be held in Lagos and shall be conducted in such language as specified by the Arbitral Tribunal. The arbitral proceedings and the arbitral award shall be governed by the provisions of the Act.

16.GOVERNING LAW: Subject to the provisions of Clause 15, the provisions of this Agreement (and any disputes arising in connection with the same) shall be governed by and construed in accordance with the laws in Nigeria and shall be subject to the exclusive jurisdiction of the courts at Lagos.

17.MUTUAL REPRESENTATION: Each of the Parties hereby represents and confirms to the other that:

- a. It is a validity incorporated legal entity and in good standing under the applicable laws
- b. It has full power and authority to execute this Agreement and discharge its obligations hereunder
- c. Execution, delivery and performance of this Agreement will not violate any statutory provision, order, judgment, contract or other legally binding instrument
- d. It has obtained all consents, approvals, licenses and permits as necessary for execution, delivery and performance of this Agreement or will do so in accordance with applicable statutory and/or contractual provisions.

18.INDEPENDENT CONTRACTORS: Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between the Parties. The Parties shall have no power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent entities with respect to each other

19.SEVERABILITY: In the event any part or the whole of this Agreement is held to be invalid or unenforceable for any reason whatsoever, in such event the part rendered invalid or unenforceable shall not affect the remaining provisions herein contained. In such a case, the Parties shall mutually negotiate and agree to replace such invalid or unenforceable portion with valid and enforceable provisions so as to achieve the mutually agreed economic effect

20.AMENDMENTS: This Agreement may not be amended or modified except by way of a writing executed in that behalf by authorized representatives of all the Parties hereto

21.COUNTERPARTS: This Agreement is executed in duplicate and each of which shall be deemed to be the original and all sets when taken together shall be deemed to constitute a single document

22.NOTICE: Any notice or other communication required or permitted to be given between the Parties under this Agreement shall be given in writing at the following address or such other addresses may be intimated from time to time:

Spectranet Limited:	Customer:
Enterprise Business Services, Spectranet Limited, 9B, Kwara Street,	

Osborne Estate, Ikoyi – Lagos, Nigeria	
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Any such notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered or delivered by courier or overnight delivery service or if sent by tele-fax, when actually received.

23. CONFIDENTIALITY: Each Party, its employees, associates and agents shall have access to any information which is of a confidential nature. All SERVICE PROVIDER written, digital and oral information or data including, but not limited, to those of a technical nature, or processes or policies and operations communicated to the other shall be held in strict confidence and be used only on need to know basis and only for purposes of this Agreement ("Confidential Information"). No such Confidential Information shall be disclosed during the Term of this Agreement without the prior written consent of the other Party. Upon termination of this Agreement, all Confidential Information shall immediately be returned without retaining any copies thereof. This Confidential Information obligation shall survive for a period of one (01) year after the date of termination of this Agreement.

24. RECONCILIATION: During the Term and for a period of at least three (3) years thereafter (but in no event less than any time period required by applicable law, rule or regulation), Customer shall maintain and provide all invoices and supporting documents including the statement of accounts to SERVICE PROVIDER for such period as may be requested by SERVICE PROVIDER for the purpose of performing audit and reconciliation in order to resolve any payment disputes between both the parties. The parties also agree that Customer shall cooperate with SERVICE PROVIDER for sign off on the outstanding amount every six months commencing from the date of raising of first invoice.

25. ENTIRE AGREEMENT: The Agreement, annexures, schedules and the Purchase Order issued hereunder constitute the final, entire understanding and exclusive agreement between the Parties with respect to subject matter hereof and shall cancel, and supersede all prior or contemporaneous oral or written agreements, writings or communications in this regard. In case of any inconsistency or conflict between this Agreement and a Purchase Order, the terms of this Agreement shall prevail. Any additional or different terms in any purchase order, invoice, email or other similar documents, now or in future, shall be expressly subject to each term of this Agreement and the applicable Purchase Order.

EXHIBIT A: SERVICE CHARGES

Sr. No.	Item Description	Amount
1.1	One-time Installation Charges	
1.2	Charges for additional IP Addresses	
Total One-time Charges (1.1 + 1.2)		
2.1	Annual recurring rate for ___ Mbps Internet Bandwidth	
Total Annual recurring Charge		

EXIT Payment

The Agreement is binding for One year on Customer from the date of activation of respective Link. Subject to Section 11 of this Agreement, where the Customer decides to exit before the expiry of Lock-in Period, the Customer agrees to pay the Exit Payments equivalent to the balance amount payable for the next 60 days of the notice period.



EXHIBIT B: ACCEPTABLE INTERNET USAGE POLICY

This Acceptable Policy has been formulated by SERVICE PROVIDER) to ensure the legitimate use of Service by the Customer. This Acceptable Usage Policy has to be signed by the Customer along with the Service Agreement. The terms and conditions, including definitions and interpretations as contained in Service Agreement shall govern this Policy document.

Terms and Conditions

1. The Customer shall and undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Nigerian communications act, the Nigerian communications act, 2003 made there under and any amendments or replacements made thereto from time to time. The Customer will ensure that the Service provided by SERVICE PROVIDER shall not be used by the Customer himself nor the Customer shall allow his customers or any other party to use the same for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions.
2. The Customer shall be responsible for obtaining additional IP addresses, over and above the maximum limit of SERVICE PROVIDER IP addresses that could be assigned by SERVICE PROVIDER. The SERVICE PROVIDER IP Addresses are non-portable and have to be returned to SERVICE PROVIDER on the termination of Service.
3. The Customer has agreed to not to use the Services for any of the following activities:
 - a. Establishing connection to any Public Switched Network in Nigeria.
 - b. Resell or cause to resell or offer to sell this Service.
 - c. Interconnectivity with other ISPs.
 - d. Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems.
 - e. Forging or misrepresenting a message header of an electronic transmission originating or passing through Network
 - f. transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Network for SPAM
 - g. Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites
 - h. Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems
4. SERVICE PROVIDER may block internet sites and/or terminate the Service of the Customer, as directed by the Telecom Authority from time to time.
5. The Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment, must be available in real time to Telecom Authority. Type of logins, where the identity of the logged-in user is not known, should not be permitted
6. Unless expressly stated herein, SERVICE PROVIDER makes no express or implied warranties, guarantees, representations, or undertaking, whatsoever, regarding the Service or Customer Equipment, etc. which are provided by it
7. In no event will SERVICE PROVIDER or its Affiliates, employees, officers, and directors have any liability under these terms and conditions, regardless of the basis on which each party is entitled to claim damages (including breach, negligence,

misrepresentation, or other contract or tort claim), for any special, incidental, punitive, or indirect damages, or for any economic consequential damages (including lost profits or savings), even if foreseeable or even if the Customer has been advised of the possibility of such damages

8. The Customer shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property right and international & domestic cyber laws, in any form or inconsistent with the laws of Nigeria, are not carried in his network, by him or any other person using his network. The Customer must take all necessary measures to prevent it. The use of the Service for anti-national activities and/or unlawful activities would be construed as an offence punishable under the applicable law. Acts such as break-ins or attempted break-ins of Nigerian networks shall be regarded as an anti-national act and shall be dealt with in accordance with the applicable law. The Customer must ensure that the Service provided by SERVICE PROVIDER is not used for such purposes by him or any other person using his network
9. Any behavior by a Customer that causes blacklisting must be remedied by the Customer within 48 hours of written, electronic or telephonic notice from SERVICE PROVIDER. Known spammers, previously unidentified, will be removed from the network once identified.
10. The Customer shall provide necessary support to SERVICE PROVIDER, NCC or any other Government Agencies to counteract espionage, subversive act, sabotage or any other unlawful activity
11. SERVICE PROVIDER reserves the right to disconnect the Service in case there is sufficient evidence of the Customer's intentionally or unintentionally using the Service in the manner which would adversely impact/affect network or infrastructure of SERVICE PROVIDER.
12. SERVICE PROVIDER may change, amend or revise the above terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, post or through any other medium opted by SERVICE PROVIDER
13. The Customer represents that he has read and understood the terms and conditions herein and has been fully informed about the Service to be provided by SERVICE PROVIDER, its specification, requirement, limitations, etc. and has understood the same and has thereafter agreed to sign this subscription request. That in the event of breach of any of the terms and conditions of this undertaking, SERVICE PROVIDER shall have the right to terminate the Service without any liability whatsoever
14. SERVICE PROVIDER assumes no responsibility, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the internet, including data information transmitted via any server designated as "secure." SERVICE PROVIDER does not monitor, exercise control over, or accept responsibility for the content of information passing through Network. SERVICE PROVIDER will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

The Customer shall be responsible for the activities of the end-users and, by accepting Service from SERVICE PROVIDER, agrees to inform the end-users to abide by the above Policy terms or any acceptable usage policy defined by the Customer, which must be co-extensive and consistent with above Policy terms.