

## GENERAL TERMS AND CONDITIONS

### Article 1 – Definitions

In this Agreement, the following definitions apply:

**“Agreement”** means the agreement of which these terms and conditions form part of, together with these terms and conditions and all other annexes, schedules and appendices, which may be amended from time to time;

**“Affiliate”** means any legal entity controlling, controlled by or under the same control as Afrikanet, where control means the possession of the power to direct the management and policies of such entity, whether through ownership interests, by contract or otherwise;

**“Afrikanet”** means the group of **“Afrikanet Oxford Consultech – NST&T Univers Phone Ltd.”** the company according to England and Wales law, established in Oxford (United Kingdom) and **“Nord Sud Transfert Technologie”** the company according to French law, established in Bouray sur Juine (France), as defined in the Contract Specifications of the Agreement;

**“Committed Delivery Date”** means the date on which Afrikanet has committed itself in writing to make the Services available to the Customer;

**“Contract Specifications”** means all specific agreements between Parties as set out in the Contract Specifications of the Agreement, of which these terms and conditions form part of;

**“Customer”** means Afrikanet’s opposing party to this Agreement as defined in the Contract Specifications;

**“Customer’s Equipment”** means equipment not provided by or on behalf of Afrikanet, installed or used by the Customer in contemplation with the Services or equipment owned by the Customer for the use of the Services;

**“Effective Date”** means the date from which this Agreement becomes effective, as specified in the Contract Specifications;

**“Initial Term”** means the minimum duration of the Agreement as from the Ready for Service Date;

**“Ready for Service Date”** means the date that the ordered Service is available and the basic features and/or options as agreed in this Agreement can be delivered;

**“Renewal Term”** means the duration of the renewal periods which start automatically after the Initial Term. The Renewal Term periods are equal to the Initial Term period unless explicitly specified otherwise;

**“Service”** the service provided by or on behalf of Afrikanet under the Agreement, as specified in the Contract Specifications, as well as all measures to connect the service;

**“Target Delivery Date”** means non-binding estimated date on which Afrikanet plans to make the relevant Service available to the Customer.

### Article 2 – Non exclusive service agreement

2.1 Customer agrees to purchase and Afrikanet agrees to provide the Services as of Service Date.

2.2 The execution of this Agreement does not imply the establishment of an exclusive relationship between Afrikanet and the Customer.

### Article 3 – Service Delivery

3.1 In the event that Afrikanet provides Satellite Capacity under this Agreement, provision of the Service is subject to availability of the required satellite capacity at the time of ordering by Afrikanet. This availability depends entirely on the provider of the satellite capacity and Afrikanet declines any and all liability in the event the capacity not being available.

3.2 Afrikanet shall use all reasonable endeavours to ensure that the Ready for Service Date is on or prior to the Committed Delivery Date. All delivery dates or lead-times provided by Afrikanet to the Customer which are not specified as “Committed Delivery date” by Afrikanet are considered “Target Delivery Dates”.

3.3 If, despite article 3.2, the Ready for Service Date is later than the Committed Delivery Date for reasons attributable to Afrikanet:

- (i) The Customer shall have the right to terminate the affected Service if the delivery thereof is delayed for more than ninety (90) calendar days after the Committed Delivery Date.

3.4 Unless explicitly agreed otherwise in writing between Afrikanet and the Customer, Afrikanet

---

### AFRIKANET GROUP of COMPANIES: UK & FRANCE

Presence in: Angola – Burkina Faso – Benin - Cameroon – Ivory Coast – Congo – DRC – Chad  
Equatorial Guinea – Guinea Bissau – Guinea Conakry - Niger – Mali – CAR - Togo –Zambia -  
Tanzania

shall not be responsible for assessing Customer's equipment, facilities and capacity needs and the uses to be obtained thereof or for the operability of the Services with Customer's equipment or services. The Customer is solely responsible for the choices made with respect thereto.

3.5 The Service Provider or the End User shall use only the platform specified in the Service Provider Agreement (and Annexes) for the provision of the Service OR to request modification of service.

#### **Article 4 - Maintenance and servicing**

4.1 The Services shall be maintained by or on behalf of Afrikanet. Afrikanet has the right to change, modify and improve the Services at any time for maintenance and/or rearrangement purposes or to keep pace with the latest demands and technological developments. Afrikanet shall not temporarily restrict or discontinue the offered Services without good reason, including but not limited to acts, instructions or decisions of its suppliers, and shall resume the Services immediately after the changes, modifications or improvements have been made.

4.2 Afrikanet shall make all reasonable efforts to coordinate in advance with Customer to establish a mutually acceptable date on which the changes, modifications or improvements shall take place if these may affect use of the Services. If timely notification cannot be given because of a need for earlier introduction of the changes, modifications or improvements, Afrikanet shall inform the Customer. The Customer shall in no case be entitled to compensation from Afrikanet on the grounds of reasonable restriction or reasonable temporary discontinuation of the Services for reasons specified in this article.

4.3 If a fault occurs in the provision of the Services, the Customer shall report such occurrence to Afrikanet initially by phone with a follow-up in writing by either e-mail or facsimile.

4.4 If Afrikanet is requested by the Customer to address a problem with a Service, which proves to be caused by a problem in the Customer's network or Customer's Equipment or its personnel or by a problem attributable to Customer, Afrikanet reserves the right to charge all reasonable expenses incurred by Afrikanet in resolving the reported problem.

4.5 Afrikanet is not responsible or liable for any non-performance of Services, or for any degradation or deviation of the Services from the

descriptions of service levels or for any delay in the delivery of service thereof which:

(i) Can be reasonably attributed to the actions or omissions of the Customer, Customer's personnel or third parties contracted by the Customer;

(ii) Cannot be addressed by Afrikanet because the Customer, Customer's personnel or third parties related to the Customer unreasonably refuse to release or allow access to its network or equipment for installation, testing or repair;

(iii) Occurs during any period of planned maintenance or rearrangement purposes in accordance with the procedures set out in this Agreement;

(iv) Are due to Force Majeure events as described in article 10;

4.6 In order to safeguard the integrity of Satellites, Equipment, Facilities, or Provisioning of the Services, Afrikanet may take all measures and give instructions to the Customer that Afrikanet considers necessary in order to prevent or correct any deficiencies. The Customer hereby agrees to immediately follow all such instructions or to allow Afrikanet or its subcontractor access to any location to prevent or correct deficiencies.

#### **Article 5 - Duration and Termination**

5.1 The Agreement commences on the Effective Date and shall continue in effect until the date of termination thereof in accordance with this Article.

5.2 The Agreement shall, subject to article 5.1, remain in force for the Initial Term and will renew thereafter automatically for subsequent Renewal Terms unless and until terminated by either Party giving to the other at least **three (3) months prior notice** in writing to terminate the Agreement before the end of the Initial Term or before the end of any subsequent Renewal Term thereafter.

5.3 Either Party may terminate the Agreement with immediate effect by giving notice in writing to the other Party in the event:

(i) The other Party becomes subject to any form of insolvency procedure under any law, including but not limited to bankruptcy and/or suspension of payment order;

---

### **AFRIKANET GROUP of COMPANIES: UK & FRANCE**

**Presence in: Angola – Burkina Faso – Benin - Cameroon – Ivory Coast – Congo – DRC – Chad  
Equatorial Guinea – Guinea Bissau – Guinea Conakry - Niger – Mali – CAR - Togo –Zambia -  
Tanzania**

- (ii) A force majeure pursuant to article 15, subsists for a continuous period exceeding three (3) months.
- 5.4 Afrikanet may terminate the Agreement with immediate effect by giving notice in writing to the Customer in the event:
- (i) The Customer does not provide for the bank guarantee and/or cash deposit as referred to in article 7 by the due date;
  - (ii) The Customer fails to meet the obligations described in article 9.4;
  - (iii) A suspension has continued for a consecutive period of one (1) month.
- 5.5 If circumstances occur as a result of which a Party cannot reasonably and fairly expect to allow the Agreement to remain in effect unaltered, each of the Parties shall be obliged to consult the other with a view to altering the Agreement in accordance with the changed situation.
- 5.6 The Agreement may only be rescinded or terminated by registered letter with acknowledgement of receipt to the addresses set out in the preamble of the Agreement or at such address as communicated by one Party to the other Party in writing.

#### **Article 6 – Charges, Billing and Payment**

- 6.1 The charges that the Customer shall pay for the Services under this Agreement are set out in the specific terms and conditions of the contract.
- 6.2 All charges mentioned in the attached Annex Charges are excluding V.A.T. and / or other applicable government taxes, charges, duties and fees. All taxes, charges, duties and / or fees, whether charged to Afrikanet or to the Customer in relation to the provision of Services under the Agreement, are for the account of the Customer and – if applicable – will be invoiced by Afrikanet to the Customer.
- 6.3 Afrikanet shall issue invoices to the Customer as per the financial conditions in the contract.
- 6.4 Customer shall make each and every payment in advance, on or before the settled date in the annex A and all such payments shall be made without offset, withholding or deduction of any kind.
- 6.5 Without prejudice to Afrikanet's other rights, Afrikanet will charge interest on the amount of any late payment (which means any payment after the Due Date) at the rate of 1.5% per day and calculated over the outstanding amount

until payment has been received in full.

- 6.6 If the Customer fails to (timely) fulfill its payment obligations, all Afrikanet's collection costs (both judicial and extrajudicial, including fees paid to collection agencies and/or lawyers) will be for Customer's account. The extrajudicial collection costs will be at least USD 1,500, - plus VAT
- 6.7 The Customer may only submit objections to an invoice within thirty (30) calendar days after the invoice date. The submission of an objection shall not entitle the Customer to suspend payment of the undisputed part of an invoice. If Afrikanet accepts the objection by adjusting the amounts due on the invoice, Afrikanet may set off any excess amount received against any related outstanding amounts by the Customer, present or in the future.

#### **Article 7 – Financial Issues**

- 7.1 The Customer will provide the financial securities (cash deposit or bank guarantee) for the Services set out in the Contract Specifications before the Ready for Service Date.
- 7.2 The bank guarantee referred to in article 7.1 and 8.3 shall be unconditional and irrevocable and supplied by a bank approved by Afrikanet and shall be valid for the duration of the Agreement and a further six (6) months after the Agreement has terminated.

#### **Article 8 – Representation and warranties by Afrikanet**

Afrikanet hereby represents and warrants to the Customer as follows:

##### **8.1 Warranty Duration: 1 year**

Seller warrants that all Goods and Services provided match their description and they are fit for purpose.

8.2 Hardware replacement: Seller or its service centre will use reasonable efforts to ship a replacement part within 15 working days after receipt of the RMA request.

8.3 Hardware warranty starts from the date of delivery to the customer (in case of a resale by Afrikanet, the hardware warranty will start no more later than 90 days after the delivery by Afrikanet)

8.4 The warranty only covers damages due to manufacture and does not cover damages due to

---

### **AFRIKANET GROUP of COMPANIES: UK & FRANCE**

**Presence in: Angola – Burkina Faso – Benin - Cameroon – Ivory Coast – Congo – DRC – Chad  
Equatorial Guinea – Guinea Bissau – Guinea Conakry - Niger – Mali – CAR - Togo –Zambia -  
Tanzania**

external causes; the warranty does not cover if the products were misused and caused a fault.

**Article 9 - Representation and warranties by the Customer**

9.1 The Customer warrants and undertakes that it shall:

- (i) Comply with the provisions of all relevant national and/or international laws and/or regulations;
- (ii) Comply with any procedural, administrative, technical and/or operational instruction, given by or on behalf of Afrikanet.

9.2 The Customer shall not publish and/or use, without the prior written consent of the other Party, any trade mark, trade name logo and/or service mark of that other Party and/or its affiliates and/or holding companies.

9.3 The Customer shall provide access to places where work has to be carried out under the Agreement and shall take all measures to ensure that Afrikanet can carry out the work under the Agreement properly.

9.4 The Customer must obtain and maintain all necessary approvals, authorisations, permits or licences from all such regulatory agencies, authorities, suppliers or tribunals as are necessary to entitle Afrikanet to lawfully provide the Services to Customer and for Customer to lawfully provide services to its end-customers.

9.5 The Customer warrants and undertakes that it shall not, at any time and by any person, be involved in, or knowingly, recklessly and/or negligently permit or allow any other party to be involved in any fraudulent, unlawful, immoral and/or unauthorised use of the Service. The Customer shall notify Afrikanet immediately after the Customer becomes aware of or suspects any such activity.

9.6 The Customer shall fully co-operate with the implementation of procedures for preventing and resolving fraud and provide Afrikanet with any information relating to such fraud.

**Article 10 – Force Majeure**

10.1 The Parties shall be entitled to invoke force majeure if the execution and/or the performance of the Agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably beyond its control, including but not limited to:

- (i) Site or building blockades, acts of
- (iii) not to disclose the information to any

terrorism, strikes, riots, civil disruption, war, inclemency, epidemic, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, water damage;

- (ii) Delay in and/or cancellation of the delivery to Afrikanet of parts, goods or services ordered from third parties, and if applicable delay or interruption in and/or cancellation of the provision to Afrikanet of Satellite Capacity;
- (iii) Governmental, legal or regulatory restrictions and / or acts of God.

Any Party whose ability to perform is affected by a force majeure event shall take all reasonable steps to mitigate the impact of such event

10.2 The Party affected by the force majeure shall give notice within (5) five working days since the event has occurred. Failure to give notice shall not affect the right to invoke this article.

**Article 11 – Suspension; Confidentiality**

11.1 Afrikanet shall also be entitled to suspend this Service immediately by giving to Customer a written or email notice. In the situations where Afrikanet is entitled to terminate the service for non-payment of service by Customer, or account is very poor, payment due non received in bank account above and if the collateral amount running low, the link will be suspended.

11.2 The service should be suspended with 90days prior's notice. Despite the link being suspend, customer should pay this 90 days' notice period.

11.3 During such suspension, customer shall continue to remain liable for all 90 days' notice period amount with any interest due immediately and payable in accordance with the terms hereof, and Afrikanet should also be entitle to retain the Customer collateral or funds as an offset against such amount.

11.4. The service provider acknowledges that all of the information contained in this Service Order is proprietary and confidential, and the Service Provider agrees:

- (i) to maintain this information as confidential,
  - (ii) not to use the information for any purposes other than in connection with discussing this service with Afrikanet or its affiliated entities, and
- third party.

---

**AFRIKANET GROUP of COMPANIES: UK & FRANCE**

**Presence in: Angola – Burkina Faso – Benin - Cameroon – Ivory Coast – Congo – DRC – Chad  
Equatorial Guinea – Guinea Bissau – Guinea Conakry - Niger – Mali – CAR - Togo –Zambia -  
Tanzania**

**Article 12 - Miscellaneous**

- 12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings or agreements of the Parties, whether oral or written.
- 12.2 The Parties also hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof and unless expressly stated to the contrary, nothing in this Agreement is intended to grant any third party a directly enforceable right under this Agreement.
- 12.3 Amendments to the Agreement shall be binding only if they have been recorded in writing and signed by both Parties, unless it is explicitly stipulated in the Agreement that a particular provision may be amended unilaterally.
- 12.4 Based on this Agreement, neither Party shall be entitled to represent the other Party as an

agent or otherwise.

**Article 13 - Governing Law; Disputes**

- 13.1 This Agreement shall be governed by the laws of the United Kingdom or any jurisdictions of every country covered by the OHADA LAWS or within the National law of the country where the service is being used.
- 13.2 In the event of any dispute arising under this Agreement, including any allegation of breach and any failure to reach mutual agreement hereunder, the Parties shall refer the matter for consideration and resolution by the responsible executives of the Parties. The responsible executives shall use their best efforts to resolve the dispute amicably.

**In the event that, after the signing of the Agreement additional Services are agreed upon between Parties, such Services shall be provided under the applicability of the terms and conditions set forth herein and the respective annexes, unless explicitly agreed otherwise in writing**