

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated the «Day» day of «Month», 2010 ("Effective Date") is entered into by and between **NETCOM AFRICA LIMITED** ("Netcom"), a company incorporated under the laws of Nigeria and having its office at 6F South Atlantic Petroleum Towers, No. 7, Adeola Odeku Street, Victoria Island, Lagos.

AND

«Company_Name» ("Customer"), having its office at «Office_Address».

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.2 In this agreement, unless inconsistent with or otherwise indicated by the context, the following words shall have the following meanings;

Agreement means this Service Agreement together with all the annexes, schedules and attachments hereto;

Equipment means Netcom's VSAT equipment including any other equipment necessary to carry out effective service for the Customer.

Service means service offered or provided by Netcom on its network in accordance with the applicable service description supplied by Netcom to the Customer under a Service Agreement.

Service fee means an initial payment by the Customer to Netcom for service. Such payment shall include a security deposit (non-interest yielding) plus a minimum one (1) month service fee. Thereafter, service fee will be restricted to a monthly payment

Security Deposit means deposit paid by the Customer to NETCOM which is held as security against all future indebtedness of the Customer to NETCOM which deposit save in the event of a Notice of intention to terminate this Agreement as contained in Clause 3 is rolled over upon renewal of this Agreement for a further 1 (One) year Term.

Effective date means the date specified in the Service Agreement for the commencement of that service, or if earlier or later, the date on which the Customer first makes use of that service or as specified in the annexed schedule attached hereto.

Due date means the date in which the Customers monthly service fee is due for payment.

Termination date means 12 months from the effective date in the Service agreement for the termination of service.

2. SERVICE

2.1 **Service Description** Netcom Africa shall provide IP connectivity service (the "Service") and or equipment (the "Equipment") as set forth in the Purchase Order Form. The service may include installation and set-up support as detailed in the attached schedule or annexure, where multiple sites of service are required establishing Customer's connection to the Internet and shall include 24 x 7 customer support.

2.2. **Availability** Internet bandwidth availability is subject to Customer site signal quality acceptance by certified Netcom installers based on Netcom's committed information rate (CIR) if subscribed and as detailed in Annex 2 herein.

3. Term

3.1 This agreement shall start on the effective date and remain in effect for an initial period of 12 (twelve) months renewable annually for another term of 12 (twelve months).

Netcom _____ Customer _____

3.2 If Customer wishes to terminate Service agreement before the expiration of the term herein granted, such Customer shall provide a written notice to Netcom not later than 3 Months prior to the expiration of the TWELFTH MONTH or the anniversary of the termination Date of this Agreement which ever shall occur first failing which the Customer will forfeit security deposit.

3.3 In every event, to be entitled to a refund of the Security Deposit, the Customer Shall in addition to the notice in Clause 3.2 above, remain on the Netcom network until the expiration of the term herein granted and prior to any renewal or roll over.

4. CHARGES AND PAYMENT

4.1 **Equipment** commencing on or before the Effective Date, Customer shall pay in full upon confirmation of order and issuance of Netcom’s invoice the cost of equipment (“Equipment fee”) and such payment in full shall be

made in Naira to Netcom in cash, bank draft or wire transfer. Title of equipment shall pass to the Customer upon payment.

Delivery of Equipments Customer shall be solely responsible for delivery of purchased equipment from Netcom office or warehouse to desired location as Netcom shall not be obliged to make any such delivery. Netcom may however, accept to assist to make delivery of equipment upon request from the Customer. Upon such a request, the Customer shall be bound to;

(a) Pay all out of pocket expenses, bear all transportation expenses including handling charges as invoiced by Netcom. Netcom’s sole obligation and liability under the foregoing is to ensure that the equipment is taken from the warehouse or office to the Customers appointed or designated carrier for onward delivery. Netcom shall not bear any risk of loss or damage to the equipment including but not limited to, loss of income or profit and loss that may be suffered by the Customer or by any other person for failure or delay in delivery of equipment.

(b) Customer shall bear all risk of loss or damage to the equipment.

(c) Customer will indemnify Netcom from all liability of loss, damage to equipment including but not limited to loss of profit that may be suffered by any other person for failure or delay to delivery of equipment.

4.2 **Services** Customer shall make a security deposit fee (non-interest yielding) plus a minimum one (1) month service fee (the “Service Fee”) made payable prior to commencement of Effective Date and as set forth in the Purchase Order Form. Service fee shall however, begin to accrue from the date the Customer activates Netcom network service. Thereafter, monthly service fees will be payable a month prior to each month of service (“Due Date”).

(a) where accounts remain unpaid after the Due Date, Customer acknowledges and agrees that Netcom may suspend or terminate its Service without notice. In such event Customer shall be liable for a reconnection fee to be determined by Netcom and also remain liable for payment for Service Fee for the remainder of the Term;

(b) the Equipment and Service Fee shall be exclusive of all applicable taxes, including, but not limited to, value added tax, sales taxes and duties or levies imposed by any authority, government or government agency, all of which, if any, shall be assumed and paid promptly when due by Customer; (iv) in addition to the remedies provided in this Agreement, all amounts due hereunder to Netcom by Customer that are not paid when due shall accrue interest from the day following the due date until paid in full. Interest shall be computed at 2% per month from the due date until such amount is paid.

(c) All payments, including but not limited to equipment fee, service fee and reconnection fee shall be made payable in Naira to Netcom in cash, bank draft or wire transfer as per the invoice issued by Netcom. Amounts due will be considered paid on the value date credited to Netcom’s bank account.

5. CUSTOMERS LIABILITY

5.1 Customer shall be solely responsible for procuring, at its own cost and expense the equipment, software and facilities stipulated in the Purchase Order Form that are required to enable connectivity to the Service. Customer shall also be solely responsible for the installation, operation and maintenance of such equipment, software and or facilities,

Netcom _____ Customer _____

5.2 Acceptable Use Policy ("AUP") Customer shall not use the Service for any purpose prohibited under applicable law. Customer understands that transmission of any material in violation of Nigerian law and/or applicable regulations is prohibited, including without limitation, any copyrighted material, threatening or obscene material and material protected by trade secret. Furthermore, Customer shall not use the service to commit acts of impersonation or forgery or for any "network unfriendly activity". Customer agrees to indemnify and hold harmless Netcom from any claims, costs, fines, penalties, damages, fees and other expenses resulting from Customer's misuse of the Equipment and Service for illegal, infringing, or unauthorized purposes. In addition, Customer agrees that if its use of the Service does not conform to the Acceptable Use Policy set forth by Netcom in the annex herein, Netcom may, in its sole discretion, immediately terminate the Service.

6. LIABILITY

6.1. Disclaimer of Warranties Except for warranties expressly made by the Manufacturer and or as may be contained in this Agreement, to the extent permitted by law, Netcom makes no warranties or representation express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability, a satisfactory quality and fitness for a particular use.

- i. Netcom's obligation under any warranty which is made solely to the Customer shall be only for equivalent repairs or replacements of defective equipments only and at Netcom's sole discretion and shall not apply to Tubes, Fuses, Batteries, Buttons or Bulbs.
- ii. Warranty will only cover defects, manufacturing or quality problems of the equipment. Any damage linked to external factors such as improper handling and manipulation of the equipment by third parties, improper use of the equipment, storage, abuse or misuse, use of the equipment in conjunction with another product which is electronically or mechanically incompatible or of an inferior quality, in case of fire, explosion, power surge, problems or any act of nature shall not be covered under this warranty.

6.2 Force Majeure Neither party shall be liable or be in breach of this Agreement, nor will any credit allowance be extended, for any failure to deliver the Equipment and or Services due to causes beyond such party's reasonable control, including but not limited to: Acts of God, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of any governmental entity or agency, or any civil or military authority, national emergency, insurrections, riots, strikes, lock-outs, work stoppages or other labour difficulties or acts or omissions of other providers of telecommunications services. In the event Netcom is unable to deliver service for thirty (30) consecutive days as a result of a Force Majeure event, Customer shall not be obligated to pay Netcom for the affected Service for so long as Netcom is unable to deliver them to Customer, provided that, the term of the Agreement shall be extended for a period of time equal to the period of time for which Netcom was unable to provide and Customer was not required to pay for the affected Service.

(a) **Limitation** Netcom's sole liability for damages arising out of the services (including but not limited to mistakes, omissions, interruptions, breach of contract, failure to transmit or establish connections, delays, errors or other defects or breaches of implied terms) is limited to the credit allowances due under any applicable Service Level Agreement.

7. Cancellation and Cancellation Charges

7.1 Cancellation by Customer If Netcom materially breaches or fails to perform any material provision of the Agreement and has not cured such breach within 30 days after the delivery of written notice by Customer to Netcom, Customer may cancel the Agreement upon 10 days' prior written notice. In such event, Customer will not be liable for any cancellation charges. The rates and charges set forth in this Agreement are established in reliance on the Term commitment made herein. If Customer cancels Service during a Term commitment for any reason other than Netcom's material breach of the

Netcom _____ Customer _____

Agreement, then Customer will pay to Netcom the cancellation charges set forth below. In any event, Customer will pay for any Equipment or Services actually provided for;

7.2 Cancellation Charges If Customer cancels the Service other than due to material breach by Netcom, or if Netcom cancels the Service due to a breach by Customer, then Customer shall forfeit the Security Deposit without interest and pay to Netcom in addition to any and all charges previously incurred by Customer for Netcom's delivery of the Service prior to the date of any such cancellation and any other loss or damage suffered by Netcom, a cancellation charge in an amount equal to 100% of the charges which would have been incurred by Customer for the remainder of the Term commitment from the date of cancellation

7.3 Cancellation by Netcom Netcom may immediately terminate this Agreement and also discontinue Service without liability if:

- (a) Customer fails to pay any fee or bill on the due date;
- (b) Customer's use of the Service materially exceeds Customer's credit limit;
- (c) Subject to 7.3 (a) & (b) above, Customer fails to cure its breach of any provision of the Agreement within 30 days after delivery of written notice to Customer by Netcom; or
- (d) Any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Customer.
- (e) Due to breach of any of the terms in the attached Acceptable Use Policy (AUP).

8. Suspension

8.1. Netcom may, without notice in Urgent Operational Cases and by giving the Customer reasonable notice in all other cases, suspend Service in order to perform testing, maintenance or adjustment works to the Services. Netcom shall seek to minimize any interruption to Services and shall use reasonable efforts to minimize any such interruptions.

8.2. Netcom, may without notice, suspend or terminate Services as required to comply with any applicable laws, regulations or government orders.

9. Confidential Information

9.1 Both Parties acknowledges that in connection with the formation; the content of (including but not limited to, the pricing details); and performance of this Agreement, they may be exposed to certain non-public information, the disclosure of which to third parties would be damaging.

Such confidential information includes, but is not limited to Netcom's computer software, algorithms, source codes and documents, rates, charges, business plans, financial information and data, sales data, technical data, business methods, and documents marked "Confidential". Parties agree;

- (a) not to use this confidential information, except in the performance of this Agreement,
- (b) not to disclose this confidential information to any other party, and
- (c) to treat this confidential information with the same degree of care with which it treats its own confidential information of like importance, but in any event not less than reasonable care.

The foregoing prohibition on disclosure and use will not apply to;

- (a) information which a party can prove was previously known to it,
- (b) information lawfully received from a third party without an obligation of confidentiality;
- (c) information which becomes known to the public,
- (d) information which is independently developed by a party,
- (e) disclosure that parties have entered into an agreement for services; and
- (f) information required by law to be disclosed, provided however, that the other party will be given written notice of such required disclosure.

9.2. Parties recognizes that irreparable harm can be occasioned by the unauthorized disclosure, reproduction, or use of the confidential information and that monetary damage will be inadequate to

Netcom _____ Customer _____

compensate for such breach. Parties agree that in the event of such failure to comply, either Party shall be entitled to a preliminary injunction. This remedy shall be in addition to any other remedies available;
9.3 This Confidentiality section shall survive this Agreement for THREE (3) years after termination.

10. Governing Law This Agreement and all matters arising out of or relating to this agreement shall be governed and construed in accordance with the laws of Nigeria, without giving effect to conflicts-of-law principles thereof. Any legal action or proceeding relating to this Agreement shall be instituted solely in a court of law in Nigeria. Netcom and Customer agree to submit to the jurisdiction of such court.

11. Notices All notices, including notices of address change, required to be sent hereunder shall be made in writing, by e-mail, fax or letter, such letters to be delivered by courier and shall be deemed to have been received upon actual delivery or completed fax or upon e-mail transmission addressed to the other Party as stated in the address given herein.

12. MISCELLANEOUS

12.1 To secure payment and performance of all Customers obligations hereunder, Netcom hereby retains title to Equipment and a security interest therein until payment in full and performance by Customer of all said obligations. When requested by Netcom, Customer shall duly acknowledge this Agreement, execute, and deliver to Customer, in Netcom's usual form, a supplement hereto, a security deposit, financing statement evidencing payment and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of Customer hereunder, or to enable Netcom comply with all applicable filing or recording laws.

12.2 In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

12.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Netcom's proprietary rights, no action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

12.4 Netcom is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

12.5 This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document, if any.

12.6 This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

12.7 This Agreement is not assignable, directly or indirectly, by both Parties.

12.8 This Agreement may be executed in counterparts and by fax.

Netcom _____ Customer _____

IN WITNESS WHEREOF, each of the Parties hereto has duly executed and delivered this agreement effective on the day and year first above written.

NETCOM

Name _____
Title _____
Address _____

Phone _____
Fax _____
Signature _____

CUSTOMER

Name _____
Title _____
Address _____

Phone _____
Fax _____
Signature _____

Netcom _____ Customer _____

ANNEXURE 1 – ACCEPTABLE USE POLICY:

Introduction

This Acceptable Use Policy (AUP) sets forth the principles that govern the use of Customer Accounts and the services provided by Netcom. It is an integral part of the Service Agreement entered into between Netcom and the Customer; any violation of this AUP is subject to sanction, including without limitation, a warning E-mail, suspension of Customer's Account, in Netcom's sole discretion. In the event that the Customer's Account is suspended or terminated as a result of violations, reconnection charges may apply if Netcom elects to re-enable the Account. Terms not defined herein may have additional meaning set forth in the Service Agreement.

This AUP is designed to help protect our customers, and the Internet community, from irresponsible, abusive or illegal activities. This AUP identifies the actions that Netcom considers to be Prohibited Actions (meaning those actions which create denial of access or impediment of service). Netcom shall reserve the right to monitor all Customer Data to ensure compliance.

General Violations

Prohibited Actions: General Terms and Conditions of Use

- Copying/duplicating the Licensed Product or creating subsets or derivative databases from the Database, except for personal use only.
- Assigning, selling or passing along the Licensed Product.
- Publishing or otherwise disseminating the Licensed Product or creating subsets or derivative databases from the Database for commercial use or sale.
- Providing services for a fee using the Licensed Product or any subsets or derivatives thereof.
- Allowing data from the Licensed Product to be made available to others or downloading the Licensed Product onto any electronic storage media or distributing or transferring the Database or Search Results in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of others.
- Unauthorized distribution of passwords and/or access codes is strictly prohibited.
- Institutional users should contact their Site Administrator regarding the General Terms and Conditions of their License Agreement.

Prohibited Actions: Impersonation/Forgery

- Adding, removing, or modifying identifying network header information (aka "spoofing") in an effort to deceive or mislead.
- Attempting to impersonate any person by using forged headers or other identifying information.
- It is not acceptable to use the Netcom service for purposes which violate Nigerian state or local laws.
- Sending e-mails, soliciting for money with intent to defraud (aka "419").

Prohibited Actions: Network unfriendly activity

- Any activities which adversely affect the ability of other people or systems to use Netcom services or the Internet are prohibited. This includes "denial of service" attacks against the Netcom servers, network hosts or individual user.

Netcom _____ Customer _____

- Intentional and unintentional distribution of viruses, computer worms or port scanning.
- Using Netcom Services to transmit threatening, obscene or harassing materials.

Prohibited Actions: Commercial e-mail

- Sending unsolicited commercial e-mail. Using Netcom e-mail or Website address to distribute commercial e-mail is prohibited.
- Sending large volumes of unsolicited e-mail (aka "mail bombing") is prohibited.

Prohibited Actions: Access control and Authentication

- Attempting to circumvent user authentication or security of any host, network, or account (aka "hacking") is strictly prohibited. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of Network servers and networks. It is assumed that information and resources available via the services are private to those individuals and organizations which own or hold rights to those resources and information, unless specifically stated otherwise by the owners or holders of the rights.
- Accounts are for Individual users and customers therefore agree not to have the password or use of the account with others including but not limited to other family members or business associates.

Prohibited Actions: Proxy Hunters, Spiders, Robots

- Using any program/script/command, or sending messages of any kind, designed to interfere with a User's session, by any means, locally or by the Internet.

Enforcement

Netcom reserves the right to monitor Internet access to the Netcom services by authorized User(s)/Licensee(s), as part of the normal course of its business practice. Should Netcom discover User(s) engaged in Prohibited Actions as outlined above, which create denial of access or impediment of service, and which adversely affect Netcom's ability to provide services; Netcom reserves the right to temporarily

- suspend User/Licensee access to the Netcom Host Server and/or Database. Netcom shall make written/electronic notification to User or Licensee point of contact of any temporary suspension, and the
- cause thereof, as soon as reasonably possible. This temporary suspension will remain in effect until the Prohibited Actions have ceased.

Indemnity

Customer agrees to indemnify and defend Netcom for claims or charges resulting from

- Customers use of the Services in violation of this AUP;
- Materials posted on the Internet by Customer; or
- Any obligations to third parties incurred by customer through customer's use of the Services.

Netcom may amend this AUP from time to time in accordance with the terms of the Service Agreement.

Netcom _____ Customer _____

ANNEXURE 2 - Netcom Africa Limited VSAT Internet Access Service Level Agreement (“SLA”)

The following SLA Terms and Conditions apply to all classes of the Netcom Service provided on the following platforms:

- a) US Hub Ku Band
- b) NG Hub Ku Band
- c) US Hub C Band
- d) US Hub SCPC
- e) Microwave Radio Lease

for a Minimum Service Period of one (1) year and only in respect of the provision of the Service during such period. Availability of this SLA shall supersede the provisions of the Netcom General Terms and Conditions.

All remedies set out herein shall 1) not be cumulative; and 2) be Customer’s sole and exclusive remedy under its terms of Service.

1. Service Commitment

Netcom is committed to providing a reliable, high quality network to support its high-speed Internet access service. As part of this commitment, Netcom is pleased to offer eligible customers the following network availability guarantee.

2. Support

Netcom’s Global Network Operations Center (NOC) provides around the clock monitoring, fault reporting and maintenance of the Netcom Internet Service Network. In addition, Netcom’s Technical Assistance Center (TAC) is available twenty four hours a day, seven days a week. The TAC can be reached as follows:

Telephone: +234-1-271-8889
Fax: +234-1-461-1235
E-mail: support@netcomng.com

3. Backbone Link Utilization

Netcom monitors bandwidth utilization for each link in the Netcom Internet Backbone network. To maintain service quality, Netcom’s network design policy is to initiate a capacity upgrade for any backbone link when the 95th percentile of five (5) minute data rates, over a twenty-four (24) hour period, reaches seventy five percent (75%) of that backbone link.

4. Availability

4.1 Netcom Link Availability

Netcom guarantees 99.5% network availability for Ku and 99.95% for C band VSAT services. Link availability will be based on Netcom network operations monitoring records.

4.2 Internet Bandwidth Availability

CIR (Committed information rate) availability - 100%

Availability of CIR is subjected to customer site signal quality acceptance by Netcom NOC. CIR on uplink and downlink will be considered as per contracted service plan of Netcom & CIR is measured from terminal to Netcom Hub.

Netcom _____ Customer _____

5. Service outage Credit Policy

5.1 Service Credit

A customer who experiences network outage more than Netcom 's availability commitment may receive Service Credits, calculated monthly as an aggregate of all Service Unavailability events, in accordance with the following:

Excess Service Outage	Service credit %
0.5%	0.5%
1.5%	1.5%
3.0%	3.0%
Greater than 3%	1% service discount for every percent of excess service outage

Service Availability % = As defined in service plan
Allowable Outage = 100% - Service Availability %
Service Outage (minutes) = defined as per definition below
Outage % = Service Outage (minutes) / 43,200 (minutes per month)
Excess Outage = Outage % - Allowable Outage %
*Service Credit Amount = Service Credit%*Monthly Bandwidth Charge*

5.2 Service Outage definition

A Service Outage shall mean an incident when the Service is:

- a) Unavailable for at least sixty (60) continuous minutes in duration, and falling below the availability criteria defined in Section 4.1
- b) Unavailable due to a failure on the underlying Netcom network and / or international transmission facilities that are directly procured by Netcom and which are used to provide connectivity to the customer, and which is not caused, directly or indirectly, by a negligent act or omission of the Customer.
- c) Operated with Netcom approved equipment, and installed by a Netcom certified installer.

A Service outage will not come into effect when:

- a) Failures due to acts or events beyond its reasonable control but not limited to the act of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophe such as satellite/terrestrial interference, satellite destruction or malfunction, solar/atmospheric degradation, sun outages, terrestrial backhaul faults, and the scheduled downtimes. The service will also be interrupted in cases where severe flood, typhoon or hurricane, as the teleport antenna has to be stowed for safety reasons. This kind of outage will also not be regarded as part of the unavailability.
- b) Failures due to customer equipment, or outages caused by customer negligence.

Service Outage shall not include any service outage or interruption resulting from maintenance actions requested by or attributable to the Customer, nor from the scheduled or routine maintenance operations. Netcom will endeavor to notify the Customer three (3) days in advance of a scheduled maintenance at a time agreeable to the Customer. A single maintenance period will not exceed three (3) hours.

Service Outage shall not include any service outage or interruption resulting from emergency or general maintenance that lasts for five (5) minutes or less. Netcom will not directly notify the Customer in advance for such short duration maintenance. Netcom will use its best efforts to limit such occurrences. In addition, Netcom will undertake short-duration, general maintenance during defined maintenance windows. Notwithstanding the above, should the cumulative period for such short-duration maintenance equal or exceed one (1) hour, the cumulative period of such short-duration maintenance will be treated as a Service Outage.

Netcom _____ Customer _____

6. Service Credit Claim Process

The granting of Service Outage Credits is contingent upon the Customer having opened a trouble ticket with Netcom TAC within four (4) hours after the Service Outage occurs. The duration of the Service Outage period will be determined at the sole discretion of Netcom based upon Netcom’s internal records and the above noted trouble ticket. If the Customer does not notify Netcom TAC within four (4) hours after the Service Outage occurs, the Service Outage will be considered to begin when the trouble ticket is opened with Netcom TAC.

The Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. The Service Outage Credit per hour shall be equivalent to the Monthly Access Charge divided by seven hundred twenty (720) hours. The Service Outage Credit per day shall be equivalent to the Monthly Access Charge divided by thirty (30) days. Service Outage Credits will be applied by Netcom in the following month. In no event shall Netcom’s liability for Service Outage Credits exceed the corresponding Monthly Access Charge for the said period of Service Outage.

The Guarantees and Service Credits provided for in this Service Level Agreement and attached AUP assume compliance by the Customer with the terms and conditions of its agreement with Netcom, and the failure of the Customer to comply with those terms and conditions may invalidate Netcom’s guarantees provided herein. No credit is available for a Customer a) that is blocking Netcom from monitoring customer premises router, b) that does not provide the necessary access to personnel and facilities at the customer’s premise to enable Netcom to perform comprehensive troubleshooting or c) whose account is not in good financial standing with Netcom. Netcom is not liable for failure to fulfill its obligations for the provision of the Service if such failure is due to Customer’s use of bandwidth in excess of the amount specified in the Customer’s Internet access service agreement with Netcom; Customer’s tampering with any equipment, or acts beyond Netcom’s reasonable control, such as Force Majeure.

ANNEXURE 3 – CUSTOMER SERVICE PLAN

Bandwidth

«SharedDedicated» Plan

Uplink Maximum	«Uplink_Maximum» kbps
Uplink CIR*	«Uplink_CIR» Kbps
Downlink Maximum	«Downlink_Maximum» kbps
Downlink CIR*	«Downlink_CIR» kbps

*CIR: Committed Information Rate

Netcom _____ Customer _____