

**NST&T UniversPhone UK Ltd**

**AFRIKANET Oxford BROADBAND SATELLITE SERVICE TERMS  
and CONDITIONS**

**NST&T UniversPhone - AFRIKANET Oxford Project**

**BROADBAND SATELLITE SERVICE TREMS and CONDITIONS**

1.	<b>DEFINITIONS AND INTERPRETATION</b>	<b>3</b>
2.	<b>TERM</b>	<b>5</b>
3.	<b>THE SERVICES</b>	<b>6</b>
4.	<b>SCOPE OF SERVICE</b>	<b>6</b>
5.	<b>INITIAL SERVICE CONTRACT AND INCREASES IN THROUGHPUT</b>	<b>7</b>
6.	<b>FORECASTING</b>	<b>8</b>
7.	<b>MARKETING</b>	<b>8</b>
8.	<b>CHARGES</b>	<b>9</b>
9.	<b>SERVICE PROVISION AND SERVICE LEVELS</b>	<b>9</b>
10.	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>10</b>
11.	<b>PAYMENT</b>	<b>11</b>
12.	<b>LICENSING AND REGULATION</b>	<b>13</b>
13.	<b>INTELLECTUAL PROPERTY</b>	<b>14</b>
14.	<b>SUSPENSION</b>	<b>14</b>
15.	<b>TERMINATION FOR DEFAULT</b>	<b>15</b>
16.	<b>LIMITATION OF LIABILITY</b>	<b>16</b>
17.	<b>INDEMNIFICATION</b>	<b>17</b>
18.	<b>FORCE MAJEURE</b>	<b>18</b>
19.	<b>CONFIDENTIALITY</b>	<b>18</b>
20.	<b>REPRESENTATIONS AND WARRANTIES</b>	<b>19</b>
21.	<b>NOTICES</b>	<b>19</b>
22.	<b>JURISDICTION</b>	<b>20</b>
23.	<b>MISCELLANEOUS</b>	<b>21</b>
24.	<b>ENTIRE AGREEMENT</b>	<b>22</b>

**NST&T UniversPhone AFRIKANET** - a company incorporated under the laws of England and Wales with registered offices at Hydra House, 26 North Street, Ashford Kent, TN24 8JR United Kingdom

Afrikanet Oxford Satellite broadband project using Intelsat or SES NewSkies Satellites and the Customer shall each be referred to herein individually as a “Party” and collectively as the “Parties”.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 This Agreement consists of the following documents and in the event of any inconsistency or conflict the following order of precedence shall apply:

1. These Terms and Conditions
2. Any Service Contracts entered into by the Parties
3. Annex A. Service Descriptions and Service Levels
4. Annex B. Service Activation Schedule
5. Annex C. Pro Forma Service Order
6. Annex D. Pricing Schedule

1.2 The headings in this Agreement are for interpretation purposes and do not form part of the Agreement. Words in the singular include the plural and vice-versa. Words importing the masculine gender include female and neuter gender where the context so requires.

1.3 The following terms shall have the following meanings:

*Agreement* means this Agreement;

*Charges* means all the charges, including recurring and non-recurring charges, for the supply of Services specified in any Service Contract, or as may otherwise be agreed;

*Collateral* means any security, deposit or other form of collateral which Afrikanet Oxford may require from the Customer prior to the provision of any Services in accordance with this Agreement; **It is usually 2 months of current payment unless modification agreed by both parties.**

*Confidential Information* means information of a confidential or proprietary nature including, without limitation, technical information, customer or End-User lists and other business information or data relating to a Party, its affiliates or other representatives that is reduced to writing and marked “Confidential” or similarly designated. Confidential Information shall not include (i) information developed independently by another Party or lawfully received from a third party not under an obligation of confidentiality, or (ii) information that reaches the public domain other than by a breach of this Agreement;

*Customer Premise Terminal (CPT)* means a customer premise terminal as defined in Annex A;

*Distribution Channels* if applicable means the Service Provider’s own marketing and distribution channels to its End Users;

**End User** means the ultimate user of the retail broadband access service as distributed by the Service Provider or by Afrikanet.

**End-User Service** means the service to be provided by the Service Provider to its own customers and End Users or directly by Afrikanet in accordance with the authorisation set forth in Article 3.

**Gateway** shall have the meaning set out in Annex A;

**Ground Network** means the Afrikanet Oxford - Intelsat or SES NewSkies Hub Services, routers, ports, and terrestrial IP backbone connections, which are connected to the space segment at the Gateway;

**Initial Period** means a period of (1) year commencing on the Service Commencement Date;

**Intellectual Property** means any patent, copyright, design, trademark, trade name, service mark, logo, trade secret or other moral, industrial or intellectual property rights whatsoever;

**Afrikanet Oxford - Intelsat or SES NewSkies Domain** has the meaning set out in Annex A.

**Afrikanet Oxford - Intelsat or SES NewSkies Hub Services** has the meaning set out in Annex A;

**Interruption Credit** means a credit against future monthly recurring Charges for that Service, once the Service Outage has occurred for more than 240 minutes, and calculated as a proportion of the monthly recurring Charge, based on seven hundred and twenty (720) assumed sixty (60) minute periods per month for each sixty (60) minutes or major fraction thereof of a Service Outage;

**Managed Throughput** means bandwidth specified in Mbps or in Kbps, that is managed and allocated to CPT (s) via the NMS and routed through the Network components operated by Afrikanet Oxford - Intelsat or SES NewSkies;

**Network Access Point** shall have the meaning set out in Annex A;

**Network Management** has the meaning set out in Annex A;

**Network** means the combination of the Service, the internet backbone, and the CPTs utilising the Service;

**Network Operations** has the meaning set out in Annex A;

**NMS** means the Hub Network Management System;

**Quarter** means a three-month period commencing 1<sup>st</sup> January, 1<sup>st</sup> April, 1 July or 1<sup>st</sup> October, as applicable.

**Satellite** means an object, located or intended to be located beyond the earth's atmosphere, that is or will be used for radio communications;

**Service Commencement Date** means a date set out in a Service Contract on which the supply of that Service shall commence;

**Service Contract** means an agreement by the Service Provider to reserve and procure, and by Afrikanet Oxford to provide, a specific Service or Services under this Agreement;

**Service Demarcation Point** has the meaning set out in Annex A;

**Service** has the meaning set out in Article 3 and Annex A;

**Service Outage** has the meaning set out in Annex A;

**Service Order** means an order for Services in the form attached as Annex C submitted by the Service Provider under this Agreement.

**Service Term** means the period that a Service is to be provided to the Service Provider under a Service Contract;

**Service Provider Domain** has the meaning set out in Annex A.

**Service-Provider-Sited Equipment** means any equipment required to be supplied by the Service Provider in connection with any Service as specified in the relevant Service Contract;

**Space Element** means the capacity and throughput provided by Afrikanet Oxford - Intelsat or SES NewSkies on any Satellite in connection with the provision of a Service;

**Space Segment** means the Satellites in orbit, and all related infrastructure owned, leased or operated by, or on behalf of, Afrikanet Oxford - Intelsat or SES NewSkies to support the operation of the Satellites;

**Spacenet** means Spacenet, Inc., which markets and sells VSAT products and related services and which has a place of business at 1750 Old Meadow Road, McLean, Virginia, 22102, USA;

**Term** means the term of this Agreement, as set out in Article 2;

**Throughput Measurement Point** is the reference point in the Gateway at which Service capacity and throughput are measured and verified.

**Urgent Operational Case** means a situation that, in the opinion of Afrikanet Oxford, on the basis of the information then available to it, has caused or is likely imminently to cause: (i) damage to the Space Segment or the Satellites or related infrastructure of an entity other than Afrikanet Oxford or (ii) major and sustained interference with Services provided to one or more of Afrikanet Service Providers.

## 2. **TERM**

- 2.1 The **Agreement shall commence on the date stated at the head of each customer Invoice** and shall last for the Initial Period and continue thereafter until terminated by either Party as set out in this document.
- 2.2 Either Party may terminate this Agreement at the end of or following the Initial Period by giving the other Party **90 day's prior written notice**.

2.3 Upon the expiration of the Term, the Service Provider shall no longer be entitled to submit any further Service Orders to request any new or additional Services. The terms of this Agreement shall continue to govern any Service Contracts entered into prior to the expiration of the Term, for the duration of such Service Contract.

### 3. THE SERVICES

3.1 Afrikanet Oxford - Intelsat or SES NewSkies hereby authorises the Service Provider or the customer to request Services from Afrikanet Oxford - Intelsat or SES NewSkies. Afrikanet Oxford - Intelsat or SES NewSkies may, at its sole discretion and without giving any reason **refuse to accept** any such requests.

3.2 The Service offered by Afrikanet Oxford - Intelsat or SES NewSkies under this Agreement is the provision of Managed Throughput, as more particularly described in Annex A, for the purpose of allowing the Service Provider to offer retail-based broadband services to End Users or allow the end user to use directly the broadband services .

3.3 A Service will form part of a Network with the CPT. Afrikanet Oxford - Intelsat or SES NewSkies shall only be **responsible for the Service in the Afrikanet Oxford - Intelsat or SES NewSkies Domain**, that is between the Service Demarcation Points and **not for the complete Network**.

3.4 Each Service will actually be provided as set out in this Agreement, or in any subsequent Service Contract(s), and will be supplied for the Service Term, from the Service Commencement Date set out in this Agreement, and in any subsequent Service Contract(s).

3.5 A Service will be provided to and from the Service Demarcation Points specified in the relevant Service Contract.

3.6 **Afrikanet Oxford - Intelsat or SES NewSkies may at any time with 30days notice, during the term of a Service Contract alter the method by which it provides a Service, including altering the Network Access Point, altering or recommend changes on Customer's CPE modem platform, always providing that such alterations and changes of modems or equipment do not adversely affect the availability or quality of that Service.**

### 4. SCOPE OF SERVICE

4.1 Services are provided to the Service Provider on a wholesale basis and to the End Users on a retail basis only, **the Service Provider or the designated After sales company shall be responsible for the provision of such Services to End Users** and for the remainder of the Network.

4.2 Afrikanet Oxford - Intelsat or SES NewSkies hereby authorises the Service Provider to supply Services to End Users, subject to the terms and conditions of this Agreement. The Service Provider may only use Services:

- (i) for its own uses; or
- (ii) as a component of another product or service for sale to end-users; or
- (iii) as a component of another product or service for sale through its own Distribution Channels.

- 4.3 The **Service Provider or the End Users may not otherwise distribute or resell any Services** as defined herein without the express written agreement of Afrikanet Oxford - Intelsat or SES NewSkies.
- 4.4 The Service Provider shall only offer Services to enterprises, businesses, institutions and organisations. The Service Provider shall not offer or provide Services to residential customers unless expressly agreed in advance with Afrikanet Oxford - Intelsat or SES NewSkies in writing.
- 4.5 **The Service Provider or the Customer is only authorised to resell and supply Services in his country or in covered African area and may not resell or otherwise supply Services in other Service Areas** without the express written consent of Afrikanet Oxford - Intelsat or SES NewSkies.
- 4.6 The Service Provider or the customer shall be responsible, at its own expense, for all other facilities and equipment necessary for the establishment of a Network:
- (i) procuring and maintaining the interconnection between the Gateway and its own help desks or other Service Provider points of presence;
  - (ii) Supplying all public IP addresses to be used in providing Services to End Users;
  - (iii) Anything else necessary for the provision of Services to the End Users.
  - (iv) **Any site under contract should have one designated network engineer fully trained to network configuration and to VSAT provisioning. Training can be organised and deliver on site if needed. Training fee available upon request. The designated and trained engineer is the only contact to USA NOC center or to Afrikanet Oxford for trouble shooting problems.**

## 5. INITIAL SERVICE CONTRACT AND INCREASES IN THROUGHPUT

- 5.1 As an initial commitment, the Service Provider agrees to purchase from Afrikanet Oxford - Intelsat or SES NewSkies, and Afrikanet shall provide to the Service Provider or to the End user on its iDirect Serial number , **XX Kbps** of forward throughput and **XXX Kbps** of return throughput (aggregate of **XXX Kbps** of Managed Throughput), on its single CPT, based on DEDICATED or on **SHARED on ONLINE FACTOR xx% and ACTIVITY FACTOR xx%** unless change of factor due to over bandwidth usage activity or online presence. **Service can sometime be provided at 100% factor each, to boost promotion sale.** The number of CPT can increase to several sites up to **XX CPTs** for the country of the ISP or the End User or in Africa, according to the service activation schedule provided in Annex B.
- 5.2 Forward throughput, return throughput and aggregate throughput will be activated, provisioned and billed in accordance with the schedule provided in Annex B to be fulfil by the customer .
- 5.3 ***The Service of this new contract shall commence on ..... (Commencement Date on the Final Invoice of the customer).***
- 5.4 The Service Provider or the End User may at any time during the Term request further Service(s) and increases in Measured Throughput by submitting Service Orders to Afrikanet Oxford - Intelsat or SES NewSkies in the form attached hereto as Annex C. Any agreed Service Contracts will be implemented at the

beginning of a Quarter unless emergency on the need of the service. The Service Provider or the end user must submit any Service Orders at least **60 days in advance of the Quarter** at which it wishes the increase to take effect, unless emergency that can reduce this for a week or 2.

- 5.5 Upon Afrikanet Oxford - Intelsat or SES NewSkies's acceptance of a Service Order from the Service Provider or the end user, the Parties shall have entered into a legally binding Service Contract by which the provision of that Service shall be governed, and which shall reflect the Parties' agreement as to Charges and Service Term and any other specific terms and conditions.

## 6. **FORECASTING**

- 6.1 The Service Provider or the End User shall supply Afrikanet Oxford - Intelsat or SES NewSkies with indicative forecasts of the amount of total throughput (both forward and return) and CPT required by the Service Provider. These forecasts for the 12-month period shall be supplied at the beginning of each Quarter on a rolling basis.

## 7. **MARKETING**

- 7.1 The Service Provider or the Customer may co-brand the End-User Service in marketing and other promotional materials, providing that it enters into a Service Mark Agreement with Afrikanet Oxford - Ltd. Without such a Service Mark Agreement, the Service Provider may not use any service marks, trade names, designs, or trademarks or similar intellectual property rights belonging to Afrikanet Oxford - Intelsat or SES NewSkies or any of its affiliates. Afrikanet Oxford - Intelsat or SES NewSkies will assist the Service Provider to enter into the Service Mark Agreement, but does not warrant that the Service Provider will be able to do so.
- 7.2 The Service Provider warrants that it will use all reasonable endeavours to promote the End-User Service and will use reasonable skill in marketing and providing the End-User Service, including, but not limited to:
- (i) implementation of value-added and content-related services;
  - (ii) adequate provision of trained sales and marketing staff;
  - (iii) provision of adequate service support to end users;
  - (iv) implementation of marketing programmes; and
  - (iv) execution of promotional and/or advertising campaigns to targeted end users
- 7.3 Afrikanet Oxford - Intelsat or SES NewSkies shall, if requested by the Service Provider, enter into a co-marketing agreement on terms and conditions reasonably acceptable to Afrikanet Oxford - Intelsat or SES NewSkies to co-market the End-User Service.
- 7.4 In the event that the Service Provider and Afrikanet Oxford - Intelsat or SES NewSkies enter into a Co-marketing agreement or engage in co-branding activities, Afrikanet Oxford - Intelsat or SES NewSkies and the Service Provider shall agree on Network loading and sizing plans; that is the number of End Users per Hub.

## 8. CHARGES

8.1 The Charges for Services are set out in Annex D.

8.2 Any set up/non-recurring charges for any set up work specified in a Service Contract or in Annex D are payable upon receipt of invoice. Afrikanet Oxford - Intelsat or SES NewSkies shall issue the first invoice on the Service Commencement Date for a **QTER ahead ( 3 months period) and an invoice for the collateral security deposit which is 2 months on the commencement date.**

## 9. SERVICE PROVISION AND SERVICE LEVELS

9.1 Afrikanet Oxford - Intelsat or SES NewSkies shall use reasonable efforts to provide Services to the Service Levels specified in Annex A throughout the Service Period.

9.2 Each Service shall be provided between its Service Demarcation Points and Afrikanet Oxford - Intelsat or SES NewSkies shall have no other **RESPONSIBILITY** for any Service or any **LIABILITY** whatsoever beyond those Service Demarcation Points behind the modem .

9.3 The Service Provider shall report any occurrence of a Service Outage to Afrikanet Oxford - Intelsat or SES NewSkies. This report should include the following information:

- (i) the nature of the Service Outage claimed;
- (ii) time and date the Service Outage was first noted; and
- (iii) a Customer point of contact, together with contact phone numbers and e-mail.

9.4 Afrikanet Oxford - Intelsat or SES NewSkies shall open a trouble ticket upon notice of the reported Service Outage. The duration of each Service Outage shall be measured from the opening of the trouble ticket until the Service is restored and the time stamped in the trouble ticket for the Service Provider notification.

9.5 The Service Provider shall ascertain that no act or omission of its own has caused the Service Outage, and shall allow Afrikanet Oxford - Intelsat or SES NewSkies reasonable opportunity, including any necessary access to any Service Locations, to conduct tests and measurements to validate the Service Provider's measurements.

9.6 The Service Provider shall request Afrikanet Oxford - Intelsat or SES NewSkies to provide Interruption Credit and if Afrikanet Oxford - Intelsat or SES NewSkies is reasonably satisfied that the Service Outage claimed occurred in accordance with this Article, Afrikanet Oxford - Intelsat or SES NewSkies shall provide one Interruption Credit of sixty minutes or major fraction thereof for each hour of Service Outage occurring over and above the first 240 continuous minutes.

9.7 **In no event shall any Interruption Credit be given in respect of any Service Outage that is caused by:**

- (i) the failure or non-performance of equipment or facilities of the Service Provider or the End User, or which are to be supplied by the Service Provider or the End User under the terms of this Agreement;
- (ii) any act or omission of the Service Provider, the End user , its employees, agents or contractors;

- (iii) any period during which Afrikanet Oxford - Intelsat or SES NewSkies interrupts a Service in order to perform scheduled or emergency testing, maintenance and adjustments in accordance with the terms of this Agreement; or
- (iv) any event of Force Majeure or other cause beyond Afrikanet Oxford - Intelsat or SES NewSkies's reasonable control.

## 10. SERVICE PROVIDER RESPONSIBILITIES

10.1 Without limitation, the Service Provider or the End User shall be responsible for the following:

- (i) CPT;
- (ii) Delivery of the End User services from the Service Demarcation Point with the CPTs;
- (iii) Any necessary terrestrial connections not specifically stated to be provided by Afrikanet Oxford - Intelsat or SES NewSkies in a Service Contract;
- (iv) Actions specified in Article 4.6; and
- (v) Any other equipment or services necessary for a Service other than those specified in Annex A or a Service Contract.

## 10.2 CPT

- (i) The CPTs to be used with a Service are specified in Annex A. Afrikanet Oxford - Intelsat or SES NewSkies makes no warranty or representation whatsoever that any other customer premise terminals will function with a Service whatsoever.
- (ii) The Service Provider or the End User shall be responsible for entering into contracts with Spacenet or with Afrikasat or Afrikanet for the provision of CPTs, and Afrikanet Oxford - Intelsat or SES NewSkies makes no warranty or representation whatsoever that the Service Provider will be able to enter into such contracts for any Service Contract. However, Afrikanet Oxford - Intelsat or SES NewSkies shall assist the Service Provider in negotiations with those VSAT suppliers.
- (iii) With respect to each Service Contract, the Service Provider or the end user shall use reasonable efforts to enter directly into such a contract with VSAT suppliers. Should the Service Provider fail to do so within sixty (60) days from EDC, Afrikanet Oxford - Intelsat or SES NewSkies shall agree, upon receiving a written request from the Service Provider or End user to negotiate terms for the termination of the Service Contract for which such CPT was required without further liability for the Service Provider.

- (iv) The Service Provider shall be responsible for the CPTs and all related activities, including but not limited to its shipping, import, customs clearance and the payment of any associated Taxes, the provision of such CPT to end users, its installation, commissioning, maintenance and support.
- (v) The Service Provider or end user shall notify Afrikanet Oxford - Intelsat or SES NewSkies of specific CPT deployment and commissioning schedules for each Service Contract forty eight (48) hours in advance of each CPT installation date.
- (vi) **The Service Provider and the End users shall be responsible for arranging and receiving training on the installation and integration of the CPTs from NST&T Afrikanet or its partners, and shall use only trained and certified installation crews.**
- (vii) The Service Provider shall at all times be responsible for ensuring that the CPTs operate in accordance with all necessary licences and permissions.

### 10.3 The End Users

- (i) The Service Provider on after sale shall have full responsibility for all End Users, including, without limitation, the provision of all support and other services, and billing, invoicing and collection of payments thereunder.
- (ii) The Service Provider shall ensure that the service agreements it enters into with End Users contain terms similar or no less onerous than those contained in this Agreement, including the limitation of liability provisions in Article 16, and shall indemnify Afrikanet Oxford - Intelsat or SES NewSkies from any and all claims from End Users relating to the Service in accordance with Article 17. The Service Provider shall ensure that agreements it enters into with its Distribution Channels shall also include similar provisions to bind the Distribution Channels and the End Users.
- (iii) **Inability to obtain End Users or not using the assign bandwidth shall not entitle the Service Provider to terminate this Agreement.**

10.4 The Service Provider and the End User shall be responsible for all other activities as set out in Annex A, Part IV.

10.5 The Service Provider shall supply any Service-Provider-Sited Equipment specified in a Service Contract.

10.6 The Service Provider or the end user shall, if required, provide Afrikanet Oxford - Intelsat or SES NewSkies with any necessary assistance in the importation of any equipment required to be provided by Afrikanet Oxford - Intelsat or SES NewSkies at any sites in the Service Provider's jurisdiction relating to the Service.

## 11. **PAYMENT**

11.1 **The Charges are billed on a monthly concurrent basis after paying the collateral agreement which is 2 months of service. Afrikanet Oxford - Intelsat or SES NewSkies shall commence charging for a Service from the Service Commencement Date even if the Service is not ready to commence at that date if the reason for the delay is due to the failure of the Service Provider to fulfil any of its obligations under this Agreement.**

11.2 Afrikanet Oxford shall issue invoices to pay per QTER ( 3 months) and ticket receipt showing the account balance in respect of each calendar month at the beginning of that month. The Service Provider shall pay all Charges within fourteen (14) days of the date of the 3 months invoice. Payments should be made:

(i) in US Dollars (US\$) or in Euro (€) ; and

**PREFERABLY**

**Bank : Barclays bank PLC**

**66 high street Ashford Kent . United Kingdom**

**Tel bank : +44 1233 205 000**

**Tel bank : 08457 045 045 or from abroad : 00 44 2476842099**

**A/Name: NST&T Univers Phone UK Ltd- Afrikanet**

**Sort Code: 20-02-62**

**A/Number: 2014 4746**

**Swift: BARCGB22**

11.3 Payments will only be deemed made on receipt by Afrikanet Oxford - Intelsat or SES NewSkies into the above account. Any payment not received by its due date will be subject to interest and penalty at a rate of one and half per cent (1.5%) per day calculated from the due date, until the date such payment is received by Afrikanet Oxford - Intelsat or SES NewSkies. **This is 45% penalty amount per month to deduct from the collateral amount that is due at the beginning of this contract. After 30 days, the service is suspended and the collateral amount is used at its total to pay the 30 days and the relevant penalty. 60 days later, this contract is void.**

11.4 In the case of any dispute, the Service Provider or the end user shall notify Afrikanet Oxford as soon as possible by email and in writing, but in any event within twenty (20) days of the date of the invoice that is in dispute. **The Service Provider shall pay the undisputed amount by the relevant payment due date.** The Parties shall use all reasonable efforts, including provision of relevant records, to resolve any dispute within sixty (60) days from the date of the relevant invoice. If it is determined that the Service Provider or the end user should pay the disputed amount to Afrikanet Oxford , **then the Service Provider shall pay interest in accordance with Article 11.3.** Any invoice that is not disputed in accordance with this Article shall be considered final. Under no circumstances shall any invoice be challenged by any Party after one year from the invoice date.

11.5 Afrikanet Oxford - Intelsat or SES NewSkies may, at its sole discretion, require the Service Provider to provide it with payment security in a form and amount acceptable to Afrikanet Oxford - Intelsat or SES NewSkies (Collateral) at any time during the Term. **Such Collateral will be held by Afrikanet Oxford - Intelsat or SES NewSkies as a guarantee for payment of all Charges and other Service Provider**

**liabilities and will not relieve the Service Provider of any responsibility for the timely payment of amounts invoiced or otherwise payable to Afrikanet Oxford - Intelsat or SES NewSkies. Afrikanet Oxford - Intelsat or SES NewSkies will return any Collateral to the Service Provider after the termination of the Agreement or Service Contract, as appropriate, once all outstanding indebtedness or disputes have been settled. This amount is usually 2 months of the current monthly invoice.**

- 11.6 Afrikanet Oxford - Intelsat or SES NewSkies shall be entitled to draw down upon or use or call upon, as appropriate, any Collateral for any late payment or other liabilities that the Service Provider may incur. Should Afrikanet Oxford - Intelsat or SES NewSkies do so, the Service Provider shall immediately, on receipt of written notification from Afrikanet Oxford - Intelsat or SES NewSkies, replace, **or make up, the Collateral to the agreed figure.** Failure to do so by the Service Provider, shall be considered a material breach, and shall entitle Afrikanet Oxford - Intelsat or SES NewSkies **to terminate in accordance with the terms of this Agreement.**
- 11.7 The Service Provider will be fully responsible for any Taxes payable on any Service. "Taxes" means any tax or other assessment including, without limitation, any withholding, excise, sales, value-added, gross-receipt, transfer and similar taxes, duties, imposts, fees, stamp taxes, and levies that may be asserted by any government or taxing authority, together with any telecommunications or regulatory licence or other fees levied **by any Government or other licensing body**, but shall not include any taxes which are imposed upon or measured by Afrikanet Oxford - Intelsat or SES NewSkies's income in the jurisdiction under the laws of which Afrikanet Oxford - Intelsat or SES NewSkies is organised.
- 11.8 The Service Provider shall make all payments to Afrikanet Oxford - **Intelsat or SES NewSkies free and clear of any such Taxes**, so that the net amount is equivalent to the amount Afrikanet Oxford - Intelsat or SES NewSkies would have received had no Taxes been imposed. If any Taxes are required to be withheld from amounts payable to Afrikanet Oxford - Intelsat or SES NewSkies, or to the extent Afrikanet Oxford - Intelsat or SES NewSkies (and not the Service Provider) is required to pay or actually pays any Taxes, any amounts payable to Afrikanet Oxford - Intelsat or SES NewSkies by the Service Provider **shall be increased so that the amount actually received by Afrikanet Oxford - Intelsat or SES NewSkies is the amount Afrikanet Oxford - Intelsat or SES NewSkies would have received had no Taxes been imposed.**

## 12. LICENSING AND REGULATION

12.1 The Service Provider or the End User warrants that:

- (i) it has obtained all applicable clearances, telecommunication and other licences, consents and approvals necessary to enable the Service Provider to operate the Service and provide the End-User Service and to perform any of its other obligations under this Agreement;
- (ii) it is in compliance with, and performance of its obligations hereunder will not violate or conflict with, any applicable telecommunications or other law or regulation of any jurisdiction to which it is subject, and that no further licences are necessary for the provision of the Service, including without limitation for any retail services from the Service Provider to the End Users;
- (iii) it will only use and will procure that any of its Distribution Channels and End Users only use the Service and/or End-User Service and/or display or transmit any information or content using or in connection with the Service in compliance at all times with all applicable laws and regulations;

- (iv) it will comply with all applicable national or international laws, rules and regulations;
  - (v) save as expressly permitted under the terms of this Agreement or any related co-marketing agreement, it will not hold themselves out as agents for Afrikanet Oxford - Intelsat or SES NewSkies in any correspondence or other dealings relating directly or indirectly to the provision of the Service.
- 12.2 The Service Provider shall require all of its Distribution Channels and End Users to abide by these same conditions and, in the case of Distribution Channels, shall be liable to Afrikanet Oxford - Intelsat or SES NewSkies and shall indemnify Afrikanet Oxford - Intelsat or SES NewSkies for any failure of its Distribution Channels to abide by these conditions in accordance with the provisions of this Agreement.
- 12.3 Afrikanet Oxford - Intelsat or SES NewSkies warrants it has obtained all applicable clearances, telecommunications and other licences, consents and approvals necessary in the jurisdiction of its incorporation to enable it to provide the Service to service provider or to end user, and to perform its other obligations under this Agreement.
13. **INTELLECTUAL PROPERTY**
- 13.1 Afrikanet Oxford - Intelsat or SES NewSkies grants the Service Provider **a non-exclusive**, revocable, limited licence to use any of Afrikanet Oxford - Intelsat or SES NewSkies's Intellectual Property only to the extent necessary to use the Service as set out in this Agreement. This licence is contingent on the Service Provider protecting Afrikanet Oxford - Intelsat or SES NewSkies's rights in the Intellectual Property, including monitoring and enforcing the terms of use against third parties. This does not release the Service Provider from its obligations to procure all necessary licences or any other authorisations in accordance with the terms of this Agreement.
- 13.2 The Service Provider agrees to comply with all applicable export and re-export laws in connection with the transfer, delivery or disclosure of the Intellectual Property.
- 13.3 All rights to the Intellectual Property shall at all times remain the property of Afrikanet Oxford - Intelsat or SES NewSkies, and the Service Provider shall not have any other right of use unless expressly agreed by Afrikanet Oxford - Intelsat or SES NewSkies in writing.
14. **SUSPENSION**
- 14.1 Afrikanet Oxford - Intelsat or SES NewSkies may, by giving the Service Provider reasonable written notice in advance, suspend Service in order to perform testing, maintenance or adjustment works. Afrikanet Oxford - Intelsat or SES NewSkies shall seek to co-ordinate the timing of such action with the Service Provider in order to minimise any interruption to the Service.
- 14.2 Afrikanet Oxford - Intelsat or SES NewSkies may in Urgent Operational Cases suspend Services without prior notice to the Service Provider, provided that Afrikanet Oxford - Intelsat or SES NewSkies advises the Service Provider of such suspension as soon as reasonably possible, and uses reasonable efforts to keep such suspension to a minimum.
- 14.3 Afrikanet Oxford - Intelsat or SES NewSkies shall also be entitled to suspend a Service immediately by giving the Service Provider written or email notice in situations where Afrikanet Oxford - Intelsat or SES

NewSkies is also entitled to terminate that Service for default. **In a case of force majeure, the service can be suspended without prior notice if financial statement of your account is very very poor and the collateral amount running low to a minimum of 25% of your current month.**

## 15. TERMINATION FOR DEFAULT

- 15.1 At its sole option, Afrikanet Oxford - Intelsat or SES NewSkies may terminate this Agreement immediately by giving written notice if:
- (i) the Service Provider or the end user is in material breach of a term of this Agreement (other than a default in payment) and have failed to cure this breach within thirty (30) days from the date of written notice from Afrikanet Oxford - Intelsat or SES NewSkies; or
  - (ii) the Service Provider or the end user fails to make payment of any sum due and owing to Afrikanet Oxford - Intelsat or SES NewSkies under this Agreement and such failure continues for a period of five (5) days after provision of written notice of such failure by Afrikanet Oxford to the Service Provider or the end user, provided that such sum is not being disputed in good faith in accordance with the terms of this Agreement.
- 15.2 Provided that the Service Provider or the end user is not in material breach of any of its obligations under this Agreement, the Service Provider or the end user may terminate its obligations under a relevant Service Contract by giving written notice to Afrikanet Oxford - Intelsat or SES NewSkies, if:
- (i) Afrikanet Oxford - Intelsat or SES NewSkies fails to provide Services to the Service Provider for thirty (30) consecutive calendar days (720 consecutive hours) following Afrikanet Oxford - Intelsat or SES NewSkies's receipt of written notice of such failure, and such failure is not attributable to a Force Majeure Event, or is not otherwise permitted under the applicable Service Description; or
  - (ii) Afrikanet Oxford - Intelsat or SES NewSkies fails to meet the minimum performance criteria set forth in Annex A, and such failure is directly attributable to the negligence of Afrikanet Oxford - Intelsat or SES NewSkies, its employees or affiliates, and is for a duration of greater than fifteen (15) consecutive calendar days (360 consecutive hours) following Afrikanet Oxford - Intelsat or SES NewSkies's receipt of **written notice** of such failure from the Service Provider.
- 15.3 Either Party may terminate this Agreement if the other Party:
- (i) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganisation, composition, liquidation or similar relief for itself under any applicable statute, law or regulation, and such petition filed against it is not stayed within sixty (60) days;
  - (ii) seeks or acquiesces to the appointment of any administrator, trustee in bankruptcy, receiver or liquidator or has such an appointment made; or
  - (iii) makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as it become due.

15.4 Upon termination or expiration of this Agreement for whatever reason, any outstanding indebtedness of the Service Provider to Afrikanet Oxford - Intelsat or SES NewSkies shall become immediately due and payable together with any interest due thereon, and Afrikanet Oxford - Intelsat or SES NewSkies shall be entitled to retain the Service Provider's Collateral as an offset against such amount.

## 16. LIMITATION OF LIABILITY

16.1 Afrikanet Oxford - Intelsat or SES NewSkies warrants it will provide the Service with appropriate skill. Any and all other express or implied warranties, including, but not limited to, warranties of satisfactory quality, suitability, merchantability, fitness for any purpose or use, non-infringement, title, course of dealing or usage of trade, are expressly excluded and disclaimed by Afrikanet Oxford - Intelsat or SES NewSkies, save as **expressly set out** in this Agreement.

16.2 With the exception of claims for death or personal injury for which there is no limitation imposed, it is expressly agreed that Afrikanet Oxford - Intelsat or SES NewSkies's sole obligation and the Service Provider's or users's exclusive remedy for any direct loss whatsoever, arising out of or relating to this Agreement are the Interruption Credits, and the Service Provider or end user agrees that these are a genuine pre-assessment of loss and damage.

16.3 **In no event shall any Party be liable for any indirect, special, punitive, incidental or consequential damages whatsoever arising out of or under this Agreement whether under contract, warranty, tort or otherwise, including, without limitation, loss of revenue or profits, regardless of the foresee ability of such damages.**

16.4 Without limiting the generality of Article 16.3 and the other provisions of this Agreement, the Service Provider and the End user hereby acknowledges that **Afrikanet Oxford - should not be liable for any reason** to any employee, contractor, or agent of the Service Provider or the end user, or to any other third party including without limitation any End User who asserts a claim or right relating to or in any way arising out of the availability, use, or operation of the Service, or otherwise out of this Agreement or out of such third party's relation to the Service Provider or the Service Provider's relation to Afrikanet Oxford - Intelsat or SES NewSkies. **The Service Provider shall incorporate in the terms and conditions applicable to any party with which the Service Provider contracts in relation to the Service**, disclaimers of liability substantially similar to (but in no case less broad than) those set forth in this Article in favour of Afrikanet Oxford - Intelsat or SES NewSkies and its affiliates.

16.5 In furtherance of its obligations in Article 16.4 above, **the Service Provider or the end user shall hold Afrikanet Oxford - Intelsat or SES NewSkies harmless from any direct, indirect or consequential loss, damage or expense arising from any third party claim, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property and injury or death to persons, regardless of cause including, without limitation, any**

## **Service Outage, Satellite or other equipment failure or malfunction, or any unavailability, delay or interruption of telecommunication services caused as a result thereof.**

### 17. INDEMNIFICATION

- 17.1 As used in this Article, the term “Afrikanet Oxford - Intelsat or SES NewSkies” includes any affiliate, or director, officer, employee or agent of Afrikanet Oxford - Intelsat or SES NewSkies or of its affiliates.
- 17.2 **The Service Provider and the end user shall be liable for, and shall indemnify Afrikanet Oxford from and against any direct or indirect loss, damage, liability or expense arising from any claim by a third party, including without limitation end users, in connection with the provision of Services and arising out of or in connection with:**
- (i) the fault or negligence or breach of this Agreement by the Service Provider;
  - (ii) the Service Provider’ or user breach of any national laws, rules and regulations applicable to it, or failure to cause any Earth Stations or any other equipment utilised to comply with any applicable national laws, rules and regulations;
  - (iii) any libel, slander, or invasion of privacy or any allegation thereof by the Service Provider, its affiliates, Distribution Channels or End Users, as the case may be;
  - (iv) any infringement or alleged infringement of any patent, copyright, design, trademark, tradename, servicemark, logo, trade secret or other moral, industrial or intellectual property rights whatsoever of any other person by the Service Provider or the end user , including without limitation, infringement or alleged infringement arising in connection with combining or using any apparatus or systems of the Service Provider, its affiliates or its Service Provider; or
  - (v) the Service Provider’s or its Distribution Channels’ information or content displayed or transmitted in connection with Services.
- 17.3 The Service Provider or the end user shall also be liable for, and shall **indemnify and hold harmless Afrikanet Oxford - Intelsat or SES NewSkies** from and against, any claims by any third party for any loss or damage to Afrikanet Oxford - Intelsat or SES NewSkies’s Satellites or related infrastructure that is caused by any act or omission of the Service Provider or the end user (including, without limitation, the Earth Stations).
- 17.4 The Service Provider and the end user shall, at its own cost and expense, **promptly defend any such claims against Afrikanet Oxford - Intelsat or SES NewSkies** and its partners with counsel of the Service Provider’s choosing. Afrikanet Oxford - Intelsat or SES NewSkies shall give the Service Provider reasonable notice of the receipt of any such claim, allow the Service Provider to control the defence and provide such co-operation to the Service Provider as is reasonably necessary for the defence of the claim, provided, however, that

- (i) the Service Provider or end user will not, without Afrikanet Oxford - Intelsat or SES NewSkies's written consent, settle or compromise, or consent to any entry of any judgement with respect to, any pending or threatened action or claim in respect of which indemnification may be sought hereunder, unless such settlement, compromise or judgement includes the giving by the claimant or the plaintiff to Afrikanet Oxford - Intelsat or SES NewSkies of an unconditional release from all liability with respect to such action or claim and that does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of Afrikanet Oxford - Intelsat or SES NewSkies;
  - (ii) Afrikanet Oxford - Intelsat or SES NewSkies shall be entitled to participate in support of the Service Provider's action in the defence of any such claim and to employ counsel, in each case at Afrikanet Oxford - Intelsat or SES NewSkies's expense; and
  - (iii) At its option, Afrikanet Oxford - Intelsat or SES NewSkies shall have the right to pay, settle or compromise any such claim itself.
- 17.5 If the applicable law does not permit the Service Provider or the end user to defend the claim as contemplated herein, then Afrikanet Oxford - Intelsat or SES NewSkies shall conduct its defence under instructions from the Service Provider or the end user.
18. **FORCE MAJEURE**
- 18.1 No Party shall be liable for any failure to perform under this Agreement due to any act, event or cause beyond its reasonable control ("Force Majeure Event").
- 18.2 Upon removal or cessation of the Force Majeure Event, all obligations under this Agreement shall resume.
- 18.3 The Service Provider shall remain liable for all of its payment obligations hereunder, regardless of the occurrence of a Force Majeure Event, but shall be entitled to Interruption Credits, as appropriate.
- 18.4 Any Party shall be permitted to terminate this Agreement, if, because of a Force Majeure Event, Afrikanet Oxford - **Intelsat or SES NewSkies cannot provide the Service for a continuous 60-day period.**
19. **CONFIDENTIALITY**
- 19.1 Afrikanet Oxford - Intelsat or SES NewSkies and the Service Provider hereby agree that it may be necessary to the performance of this Agreement for a Party to disclose Confidential Information to the other Party.
- 19.2 The receiving Party shall use the same standard of care to maintain the security and confidentiality of all Confidential Information received from the disclosing Party the receiving Party uses in the maintenance of the security and confidentiality of its own Confidential Information, and in any event no less than reasonable care.
- 19.3 No Party shall, without the written consent of the other, disclose Confidential Information to any third party except:
- (i) as part of its normal reporting or review procedures to:
    - (a) affiliates;

- (b) its auditors;
- (c) its attorneys; and
- (d) to the extent necessary to obtain appropriate insurance, its insurance agent;

provided that any other third party to whom disclosure is made agrees to the confidential treatment of such information in accordance with the provisions of this Article;

- (ii) in order to enforce its rights and perform its obligations pursuant to this Agreement;
  - (iii) to actual and proposed potential partners, investors, lenders and successors in interest; and
  - (iv) as required pursuant to law, judicial order or governmental regulation, always provided that the receiving Party shall, if possible, seek confidential treatment of such information and shall, if possible, provide prior notice to the disclosing Party of such disclosure and comply with the reasonable requests of the disclosing Party in connection with such disclosure to the extent permitted by applicable law.
- 19.4 The Service Provider and the end user hereby agrees that Afrikanet Oxford - Intelsat or SES NewSkies may disclose the Service Provider's or end users's identity to any other authorised service provider, and may publish such fact and the Service Provider's contact details as Afrikanet Oxford - Intelsat or SES NewSkies reasonably sees fit
- 19.5 Upon termination or expiration of this Agreement, each Party shall **destroy** all Confidential Information belonging to the other Party or, if requested by the disclosing Party, return to the other Party any such Confidential Information. Any destruction of documents should be confirmed in writing to the disclosing Party.
- 19.6 Notwithstanding anything else in this Agreement, the obligations contained in this Article shall survive the termination or expiration of this Agreement for a period of 5 years.

## 20. REPRESENTATIONS AND WARRANTIES

- 20.1 Each Party represents and warrants to the other Party that the following statements are true and accurate as of the date of this Agreement:
- (i) it has the right, power and authority to enter into and perform its obligations under this Agreement and the execution, delivery and performance of this Agreement shall not result in the breach or non-performance of any document, instrument or agreement by which it is bound;
  - (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate action; and
  - (iii) this Agreement constitutes legal, valid and binding obligations on that Party.

## 21. NOTICES

- 21.1 All notices and other communications from any Party shall be made in writing, by e-mail, fax or letter, such letters to be delivered by courier, and shall be deemed to be received upon actual delivery or completed fax or upon email transmission, addressed as follows:

**Afrikanet Oxford Consultech - Intelsat or SES NewSkies Global Sales & Marketing Ltd.,**

**Oxford Office:**

**Oxford Culham Innovation Center**

**Science Park - Abingdon - OX14 3DB - Oxfordshire**

**United Kingdom**

**Tel: +44 1865 408 365 Fax: +44 207 900 6479**

Telephone: +44-1865 408 365 or +44 20 7871 9503

Fax: +44-207-900-6479

e-mail: contact@Afrikanet.net

Attention: Director, Global Sales Management

Or at Registered Office

**NST&T Univer Phone UK Ltd- Afrikanet**

**Hydra House**

**26 North Street**

**TN24 8JR**

**Ashford Kent**

**United Kingdom**

Telephone: +44 1203 649 203

Fax: +44 207 900 6479

e-mail: Mail@NordSudTT.com

- 21.2 Any Party may change these details by giving notice in accordance with this Article.

## 22. JURISDICTION

- 22.1 The validity, interpretation, operation and effect of this Agreement shall be governed in all respects by the laws of **England and Wales**.

- 22.2 The Service Provider irrevocably:

- (i) consents generally to relief being given against them in any jurisdiction by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or protective measures and to its property being subject to any process for the enforcement of a judgement or any process effected in the course or as a result of any action in rem;

- (ii) **waives, and agrees not to claim**, any immunity from suits and proceedings (including actions in rem) in any jurisdiction and from all forms of execution, enforcement or attachment to which it or its property is now or may hereafter become entitled under the laws of any jurisdiction and declare that such waivers shall be effective to the fullest extent permitted by such laws; and
  - (iii) waives any objections to the jurisdiction of the courts of England.
- 22.3 **The courts of England shall have exclusive jurisdiction to settle any dispute arising** out of or in connection with this Agreement. This jurisdiction agreement is irrevocable and is for the exclusive benefit of Afrikanet Oxford - Intelsat or SES NewSkies. Nothing contained in this Article shall limit the right of Afrikanet Oxford - Intelsat or SES NewSkies to take proceedings against the Service Provider in any other court or in the courts of more than one jurisdiction at the same time.
- 22.4 The Service Provider or the end user shall, within thirty (30) days of execution of this Agreement, appoint a joint agent for service of process (or any other document or proceedings in relation to the subject matter of this Agreement) in England, and notify Afrikanet Oxford - Intelsat or SES NewSkies of the name and address of this agent. If this agent at any time ceases for any reason to act as such, the Service Provider shall appoint a replacement agent in England and shall notify accordingly. If the Service Provider fails to appoint a replacement agent, Afrikanet Oxford - Intelsat or SES NewSkies may, on giving notice to the Service Provider, appoint a replacement agent to act on behalf of the Service Provider or end user , as stated in this Article.
23. **MISCELLANEOUS**
- 23.1 Except as otherwise provided in this Agreement, this Agreement may only be amended in writing with the written agreement of the Parties.
- 23.2 The language of this Agreement and all other communications between the Parties regarding the performance of this Agreement shall be English.
- 23.3 If any provision of this Agreement is found to be invalid or unenforceable, it shall not affect the validity and enforceability of any other provision of this Agreement, and the invalid or unenforceable provision shall, if possible, be replaced with a provision consistent with the intentions of the Parties.
- 23.4 The following Articles shall survive the termination of this Agreement for whatever reason: **Charges and Payment, Taxes, Termination, Limitation of Liability**, Indemnity, Licensing and Regulation, Confidentiality, Representations and Warranties, Joint and Several Liability, Jurisdiction, Miscellaneous and Entire Agreement.
- 23.5 The Service Provider may not assign, transfer or sublease any rights or obligations under this Agreement to any other party without the express written consent of Afrikanet Oxford - Intelsat or SES NewSkies. Afrikanet Oxford - Intelsat or SES NewSkies may assign, transfer, convey or delegate in any manner, any of its respective rights, duties or obligations under this Agreement without the prior written consent of the Service Provider.
- 23.6 Waiver

- (i) Any waiver of a provision or a breach of a provision of this Agreement shall not be binding on any Party unless it is made in writing, and signed by a duly authorised representative of that Party.
  - (ii) No waiver by any Party hereto of any particular default by the other Party shall affect or impair any Party's rights in respect of any subsequent default of any kind by the other Party. Subsequent acceptance by Afrikanet Oxford - Intelsat or SES NewSkies of any payments by the Service Provider shall not be deemed a waiver of any preceding breach by the Service Provider of any of the terms or conditions of this Agreement.
  - (iii) No delay by any Party in exercising, or failure to exercise any right or remedy set out under this Agreement or otherwise and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of any of a Party's rights or remedies hereunder.
- 23.7 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and may be exercised singularly or cumulatively.
- 23.8 Any period of time referred to in this Agreement shall be counted from the day following the event marking the start of the period of time and shall end on the last day of the prescribed period. When the last day of a period of time is not a day (excluding Saturdays and Sundays) upon which banks generally are open in England and Wales for the transactions of normal banking services (a "Business Day"), the period shall be extended to the next Business Day.
- 23.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and no person other than a Party may enforce any term of it.
- 23.10 All payments to be made by the Service Provider to Afrikanet Oxford - Intelsat or SES NewSkies hereunder shall be made in full, and shall be free and clear of any right of set-off and from any restriction, condition or deduction because of any counterclaim.
- 23.11 Except as may otherwise be stated herein, each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.
- 23.12 The Parties intend that the relationship created by this Agreement shall be that of independent contractors. This Agreement is not to be construed in any way as creating any partnership, principal-agent, master-servant, joint venture or other similar relationship between the Parties.
24. **ENTIRE AGREEMENT**
- 24.1 Upon the Service Provider's acceptance of this Agreement, the parties agree that **this Agreement shall constitute the entire agreement of the Parties and shall supersede all prior correspondence**, representations, proposals, negotiations, understandings, and agreements of the Parties, oral or written, with respect to the subject matter hereof. Except in the case of fraud, no Party shall have any right of action against the other Party hereto arising out of or in connection with any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to

the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement except to the extent that it is repeated in this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed and delivered this Agreement and Terms of Conditions that will guide all the deliveries for the Afrikanet satellite broadband services.

**NST&T AFRIKANET Customer**

.....  
.....  
.....  
.....

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AFRIKANET OXFORD CONSULTECH - NST&T Universal Phone -**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **ANNEX A – SERVICE DESCRIPTION AND SERVICE LEVELS**

### **PART I – SCOPE AND DEFINITIONS**

#### **SCOPE**

This Service Level Annex applies only to Services provided on a wholesale level to Service Providers only or to after sale service providers. Retail services provided to End Users including End User Service Level Agreements, are the sole responsibility of the Service Provider. This part is for information only to end users.

This Annex includes:

Part I	Scope and Definitions
Part II	Service Description
Part III	Service Levels
Part IV	Service Provider's Responsibilities

## DEFINITIONS

**Aggregate Capacity** means the total Managed Throughput provided to the Service Provider under a Service Order. An aggregate capacity value is set for the Forward Channel and a separate capacity value is set for the Return Channel.

**Bandwidth Manager Function (BMF)** is an internal part of the IHE that manages the aggregate Forward Channel throughput Service Classes .

**Commissioning** means the synchronisation of CPTs into the Network, so that they can be recognised by the Gateway equipment.

**Customer Premises Terminal (CPT)** means a terminal or other equipment including antenna, mounting hardware, Outdoor Unit (ODU), Indoor Unit (IDU) and IFL (Inter-facility link) cables to be sited at an End User's premises to enable the End User to access the Network.

**Domain:** part of the Network over which the responsible party provisions, manages, operates and maintains the service and infrastructure components.

**Forward Channel** means the Network channel carrying traffic from the Internet backbone towards the CPTs, via the Gateway.

**Gateway** is a physical location which connects that Space Element with the Ground Network that includes the Teleport, baseband equipment, terrestrial interconnect equipment and associated network management equipment.

**Afrikanet Oxford - Intelsat or SES NewSkies Hub Equipment (IHE)** all Hub equipment within the Afrikanet Oxford - Intelsat or SES NewSkies Domain physically located at the Gateway.

**Level 2 Service** means second level Customer Service Support provided by Afrikanet Oxford - Intelsat or SES NewSkies to the Service Provider so that the Service Provider can support the End User, including CPT Commissioning verification, CPT network monitoring, minor CPT troubleshooting, and major CPT problem escalation to Level 3 Service.

**Level 3 Service** means third level Customer Service Support provided to the Level 2 Service so that the Service Provider can support the End User, including expert level technical and operations support for the resolution of Network operational problems not resolved at Level 2 Service.

**Line-up** means the proper alignment (antenna pointing and polarisation setting) of the CPT antenna to the Space Element.

**Managed Throughput** means bandwidth, specified in Mbps, that is managed and allocated to CPTs via the Network Management System and routed through network components operated by Afrikanet Oxford - Intelsat or SES NewSkies.

**Network Access Point** means Service Demarcation Point 1.

**Network Management** means the actions taken to configure and monitor the network elements (ie equipment) in order to provide the wholesale capacity, service classes and Service availability.

**Network Operations** means Second and Third Level support

**Return Channel** means the Network channel carrying traffic from the CPTs to the Internet backbone via the Gateway using a proprietary, multiple carrier shared [TDMA] system.

**Service Availability** has the meaning set out in Part 3, Clause 1.1.

**Service Class (SC)** is a division of CPT type that is defined by (1) an aggregate throughput limit (in bps) in the Forward direction for all CPTs in the Service Class and (2) a per CPT throughput limit (in bps) in the Forward direction that applies to each CPT in the Service Class. There can be up to three (3) Service Classes. Within each Service Class, each CPT is treated equally. Each CPT can belong to only one Service Class.

**Service Outage** has the meaning set out in Part II, Clause 1.2.

**Service Provider Reference Terminal (SPRT):** a non-traffic carrying CPT installed at the Service Provider's premises and used by the Service Provider to monitor and verify service availability.

**Teleport** means the IF-to-RF uplink and downlink chains and antenna at the Hub.

**Terrestrial Extension** means the leased line between the Gateway and the Public Internet backbone.

## ACRONYMS

BAS Broadband Access Service

BMF Bandwidth Manager Function

CPT Customer Premises Terminal

CRM Customer Relationship Management

DHCP Dynamic Host Configuration Protocol

DNS Domain Name Service

IDU Indoor Unit

IF Intermediate Frequencies

IFL Inter-facility Link

IHE Afrikanet Oxford - Intelsat or SES NewSkies Hub Equipment

IS Internet Service (ISP and related services)

INOC Afrikanet Oxford - Intelsat or SES NewSkies Network Operations Center

ISC Afrikanet Oxford - Intelsat or SES NewSkies Service Center

MACD Move Add Change Delete

NAT Network Access Translation

NOC Network Operations Center

ODU Outdoor Unit

PAT Port Access Translation

QoS Quality of Service

RF Radio Frequencies

RT Reference Terminal

SLA Service Level Agreement

SPRT Service Provider Reference Terminal

TMP Throughput Measurement Point

UA User Access terminal

## **PART II – SERVICE DESCRIPTION**

### **1.0 OVERVIEW**

- 1.1 The Service provides a solution to businesses and organisations for high-speed connection to the national or regional Internet/IP backbone via satellite. Direct and fully interactive broadband access is provided through two-way (transmit and receive) Customer Premise Terminals.**

### **THE SERVICE**

**The Service is the provision of Managed Throughput in Forward and Return Channels on a wholesale level, quantified as aggregate throughput (in Mbps) for each direction in each Service Contract.**

**The Forward Channel is a high speed carrier transmitted via satellite from the Gateway and received by all CPTs. Each CPT extracts the Forward Channel capacity destined for it. Forward Channel Measured Throughput is available in the following range and increments: range 64 Kbps to 8 Mbps in 128 Kbps increments.**

**Return Channel Measured Throughput is available in the following range and increments: 128 kbps to 8 Mbps in 128 kbps increments.**

**All Measured Throughput measurements will be made at the Throughput Measurement Point.**

**The Service does include the delivery and provisioning of CPTs.**

### **THE SERVICE DEMARCATION POINTS**

Figure 1 depicts the Service Demarcation Points:

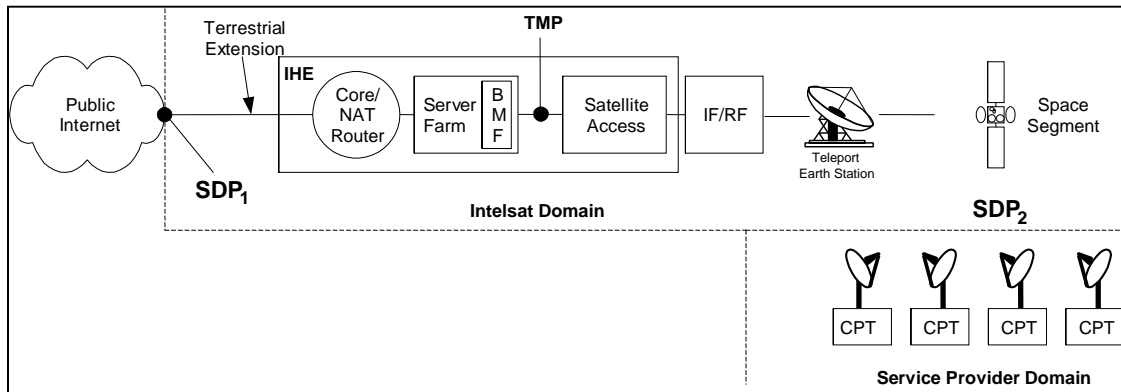


Figure 1 **Service Demarcation Points**

**Service Demarcation Point 1 is at the termination of the Terrestrial Extension at the public Internet backbone point of presence (PoP).**

**Service Demarcation Point 2 is located at the air interface between the satellite and the CPTs, 1" (one inch) from the CPT.**

## **SERVICE ELEMENTS**

### Space Element

The Space Element is provided using Afrikanet Oxford - Intelsat or SES NewSkies Space Segment. Afrikanet Oxford - Intelsat or SES NewSkies shall at its discretion determine the Space Element required to provide the Managed Throughput to be supplied under a specific Service Contract. This may be based upon:

Forward and Return Channels in the same transponder; or

Forward Channel in one transponder and Return Channel in one or more transponder(s).

### Gateway Operations

Afrikanet Oxford - Intelsat or SES NewSkies shall operate any Gateways required for the provision of a Service. Afrikanet Oxford - Intelsat or SES NewSkies shall provide these Gateway Operations from its own designated locations. They will be provided on a 24 hours/day and 365 days/year basis, and will utilise the following:

Teleport Earth Station (Antenna, IF, RF equipment);

Baseband equipment (satellite access equipment, Hub Server Farm );

Terrestrial Interconnect equipment (Core/NAT router);

Associated network management equipment (Network Management Systems(s) (NMS), traffic-monitoring devices, VPN routers, remote-access server, etc.)

Connection to IP Backbone Service Provider

Afrikanet Oxford - Intelsat or SES NewSkies will be responsible for the terrestrial interconnection from the CORE/NAT router equipment of the IHE to the public Internet backbone.

#### Private and Public IP Addressing

Afrikanet Oxford - Intelsat or SES NewSkies will assign each CPT a public IP address or a static, private IP address which allows the CPT to assign up to 13 IP addresses to End-User devices at a given time or will assign a range of 4 or 8 public IP addresses to CPT, giving one or 5 public IPs addresses to be use by CPTs. Relevant cost involved for public IPs will appear on the monthly invoices.

The CPT will perform DHCP (Dynamic Host Configuration Protocol) to assign IP Addresses to End-User devices.

The Afrikanet Oxford - Intelsat or SES NewSkies Gateway will perform dynamic NAT (Network Address Translation) with overloading (also called PAT = Port Address Translation) for all End-User devices accessing the public Internet.

Static NAT for End-User devices will be considered and provided on a case-by-case basis, subject to Afrikanet Oxford - Intelsat or SES NewSkies's agreement. Afrikanet Oxford - Intelsat or SES NewSkies reserves the right to charge for this service, should the provision of it become onerous to Afrikanet Oxford - Intelsat or SES NewSkies.

Afrikanet Oxford - Intelsat or SES NewSkies does not maintain or provide any DNS (Domain Name Services).

#### Network Operations Support

Afrikanet Oxford - Intelsat or SES NewSkies shall provide the following Network operations on a 24 hours/day and 365/days per year basis:

Level 2 Service

Level 3 Service

## **AFRIKANET OXFORD - INTELSAT OR SES NEWSKIES'S RESPONSIBILITIES**

### **SERVICE MANAGEMENT & OPERATIONS**

#### Capacity Management

Afrikanet Oxford - Intelsat or SES NewSkies shall

plan and implement changes to aggregate wholesale capacity as requested in the Service Order

plan and implement MACD within 2 business days as requested in the Service Order

Support CPT commissioning activities

#### Service and Network Operations

Afrikanet Oxford - Intelsat or SES NewSkies shall

Provide 24x7x365 wholesale Customer Service support and trouble ticket management

Provide an average call hold time less than 60 minutes for Level 2 Support

Provide 24x7x365 monitor operations of network, managed capacity and passive monitoring of CPTs

#### Service Level Performance Verification

Afrikanet Oxford - Intelsat or SES NewSkies shall

Measure aggregate Forward and Return Channels throughput at TMP at regular intervals.

Measure Service Classes Forward throughputs at TMP at regular intervals.

Provide monthly reports of Service Availability to the Service Provider based on recorded Service Outages.

Provide traffic Throughput Measurement reports once a month. This report shall provide measured Forward and Return aggregated Throughput in bps.

## RESPONSIBILITIES

Afrikanet Oxford - Intelsat or SES NewSkies shall

Support CPT commissioning & decommissioning through IHE configuration

Manage the capacity of Shared Forward Channel and shared TDMA Return Channels of Manage bandwidth of three subclasses of Service

Manage bandwidth and class distributions over CPTs or CPT groups in Service Provider network as ordered.

Periodically verify level of congestion and any network over-subscription and request upgrade from CPTs

Be responsible for taxes related to Gateway deployment and operations

## *PART III – SERVICE LEVELS*

### **SERVICE LEVELS**

**Service Availability means the percentage of total time during which there is no Service Outage attributable to matters within Afrikanet Oxford - Intelsat or SES NewSkies's Domain and Afrikanet Oxford - Intelsat or SES NewSkies's reasonable control. The Service Availability is 99.96% measured over a year. This is not a commitment of availability and the Service Provider's sole remedy for any unavailability of a Service is Outage Credits as set out in this Agreement:**

**A Service Outage is the occurrence of zero throughput (Forward or Return) measured at the TMP due to a failure of any of the following; the Terrestrial Extension, Afrikanet Oxford - Intelsat or SES NewSkies Hub Equipment, Teleport equipment or the Space Segment.**

#### **Service Levels**

Service Throughput: - Aggregate Max Forward Channel Capacity, as per Service Order.

Service Throughput - Aggregate Max Return Channel Capacity, as per Service Order

**All measurements shall be made at the Throughput Measurement Point.**

**The Service Providers shall report any occurrence of a Service Outage to Afrikanet Oxford - Intelsat or SES NewSkies. This report should include the following information:**

the nature of the Service Outage claimed;

time and date the Service Outage was first reported to Afrikanet Oxford - Intelsat or SES NewSkies; and

a Customer point of contact, together with contact phone numbers and e-mail.

**Afrikanet Oxford - Intelsat or SES NewSkies shall open a trouble ticket upon receiving notice from the Service Provider of the claimed Service Outage. The duration of a Service Outage shall be measured from the opening of the trouble ticket until the Service is restored by Afrikanet Oxford - Intelsat or SES NewSkies and the time of restoration stamped in the trouble ticket to be notified to the Service Provider.**

**The Service Provider shall ascertain that no act or omission of its own has caused the Service Outage, and shall allow Afrikanet Oxford - Intelsat or SES NewSkies reasonable opportunity, including any necessary access to any Service Locations, to conduct tests and measurements to validate the Service Providers' measurements.**

## *PART IV – SERVICE PROVIDER OR AFTER SALE SERVICE PROVIDER RESPONSIBILITIES*

### CUSTOMER PREMISES TERMINAL (CPT)

#### **CPT Specification**

The Network will only work with Afrikanet Oxford - Intelsat or SES NewSkies-specified CPT, as follows: iDirect Infinity 3xxx, 5xxx or 7xxx series **or another modem selected by Afrikanet with Intelsat or SES NewSkies.**

The Service Provider shall provide CTP which conforms to the following specifications:

All Ku-band antennas shall be 1.2 meter Channel Master or Prodelin (exact model number specified by Afrikanet), subject to final link budget calculations. All C-band antennas shall be 1.8meter or 2.4 meter Channel Master or Prodelin. 2.4m is the preferred size for Linkstar and 1.8m forAfrikanet.

All SSPAs for Ku-band services shall have an output power of 1W, subject to final link budget calculations. All SSPAs for C-band services shall have an output power of 2 W or 4 W or 5W, subject to final link budget calculations.

All LNBs shall have a noise temperature no higher than 70K with a resultant CPT G/T of 19.8dB/K or higher.

#### **CPT Deployment:**

The Service Provider shall request Afrikanet services for deploy, install, commission, and maintain few CPTs at the End-User sites as training before large scale.

CPT installation and commissioning SLA with End Users is the Service Provider's sole responsibility.

The CPTs shall be installed at fixed locations that lie within the +2 dB contour line in the relevant coverage map for the broadband service authorization of the Service Provider.

#### **CPT Performance and Maintenance:**

The Service Provider shall provide maintenance service for the CPTs to ensure their performance and availability.

The Service Provider should define and deliver to the End Users a SLA and QoS associated with CPT performance and availability, which includes Mean Time Between Failure, Mean Time to Respond and Mean Time to Restore parameters.

Service Provider shall acquire, warehouse, stage and deploy CPT and CPT spares as required to meet its SLA agreement with the End Users.

## **CPT COMMISSIONING PROCESS**

**The Service Provider shall perform the line-up of the CPT to the satellite and configure the CPT IDU as necessary for commissioning. The Service Provider shall ensure that the CPT is lined up and configured as completely as possible before contacting Afrikanet Oxford - Intelsat or SES NewSkies for verification and commissioning.**

**Afrikanet Oxford - Intelsat or SES NewSkies will verify the CPT line-up and support CPT commissioning.**

**Afrikanet Oxford - Intelsat or SES NewSkies will perform the necessary Gateway actions to activate and register a CPT in the Network.**

### **The Service Provider OR THE After sale service provider shall**

Keep Afrikanet Oxford - Intelsat or SES NewSkies informed of network deployment plans and sizing requirements in the form of wholesale capacity orders and Service Class capacity MACDs

Keep Afrikanet Oxford - Intelsat or SES NewSkies informed of any service class degradation and packet loss due to excessive over-subscription.

Report any occurrence of service outage at Service Provider RT and other CPTs, either scheduled or unplanned.

Ensure proper network sizing and capacity allocation

Support End User facing activities including but not limited to

- On-site technical and applications support

- First level Customer Service (in-country help-desk)

Manage all content related issues, including but not limited to

- Security

- Firewall

- Virus detection and suppression

- Intrusion detection

Filtering

## REPORTING

**THE SERVICE PROVIDER SHALL PROVIDE AFRIKANET - INTELSAT OR SES NEWSKIES WITH REGULAR WRITTEN REPORTS WITH INFORMATION ON THE NETWORK RAMP-UP AND STATUS. THIS REPORT SHALL INCLUDE THE FOLLOWING INFORMATION:**

- (a) number of customers/CPTs under contract
- (b) number of customers/CPTs commissioned on the network
- (c) customer churn
- (d) number of channels, agents and outlets

## GRADE OF SERVICE

@@@@@ Grade of service on shared link

Email problems to Support@Afrikanet.net @@@@@

Can change on email from support team without notice

**Office 1000 PREMIUM 512K/1024K R=10:1 - Grade of Service**

Web Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K

Web Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K

FTP Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K

FTP Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K

Email Upload Peak Time Minimum: 16K Maximum : 256 K Average 96K

Email Upload OffPeak Time Minimum: 32K Maximum : 512 K Average 128K

**Office 1000+ 256K/1024K R=10:1 - Grade of Service**

Web Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K  
Web Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K  
FTP Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K  
FTP Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K  
Email Upload Peak Time Minimum: 16K Maximum : 256 K Average 64K  
Email Upload OffPeak Time Minimum: 32K Maximum : 256 K Average 96K

**Office 1000 128K/1024K R=10:1 - Grade of Service**

Web Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K  
Web Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K  
FTP Download Peak Time Minimum: 64K Maximum : 1024 K Average 256K  
FTP Download OffPeak Time Minimum: 128K Maximum : 1024 K Average 512K  
Email Upload Peak Time Minimum: 16K Maximum : 128 K Average 32K  
Email Upload OffPeak Time Minimum: 32K Maximum : 128 K Average 64K

**Office 500 PREMIUM 512/512 10:1 - Grade of Service**

Web Download Peak Time Minimum: 64K Maximum : 512 K Average 128K  
Web Download OffPeak Time Minimum: 128K Maximum : 512 K Average 320K  
FTP Download Peak Time Minimum: 64K Maximum : 512 K Average 128K  
FTP Download OffPeak Time Minimum: 128K Maximum : 512 K Average 320K  
Email Upload Peak Time Minimum: 32K Maximum : 256 K Average 64K  
Email Upload OffPeak Time Minimum: 32K Maximum : 512 K Average 96K

**Office 500+ 256/512 10:1 - Grade of Service**

Web Download Peak Time Minimum: 64K Maximum : 512 K Average 256K  
Web Download OffPeak Time Minimum: 128K Maximum : 512 K Average 320K  
FTP Download Peak Time Minimum: 64K Maximum : 512 K Average 256K

FTP Download OffPeak Time Minimum: 128K Maximum : 512 K Average 320K

Email Upload Peak Time Minimum: 32K Maximum : 256 K Average 64K

Email Upload OffPeak Time Minimum: 32K Maximum : 256 K Average 64K

**Office 500 - 256/512 10:1 Grade of Service**

Web Download Peak Time Minimum: 16K Maximum : 512 K Average 256K

Web Download OffPeak Time Minimum: 64K Maximum : 512 K Average 320K

FTP Download Peak Time Minimum: 16K Maximum : 512 K Average 256K

FTP Download OffPeak Time Minimum: 64K Maximum : 512 K Average 320K

Email Upload Peak Time Minimum: 16K Maximum : 128 K Average 32K

Email Upload OffPeak Time Minimum: 16K Maximum : 128 K Average 32K

## ANNEX B – SERVICE ACTIVATION SCHEDULE

The table below provides the activation schedule for the Services for the twelve-month period starting with the Service Commencement Date on xx/xx/2007 that appear on the first Invoice

i.e: Example for a 256/128 CIR 3:1 VSAT contract

	Month 1	Month 2	.....	Month 11	Month 12
<b>Number of CPTs Site</b>	1	1	.	1	1
<b>Forward Bandwidth</b>	256	256	.	256	256
<b>Return Bandwidth</b>	128	128	.	128	128
<b>CIR</b>	3:1	3:1	.	3:1	3:1
<b>Shared level</b>	33%	33%	.	33%	33%
<b>Total Bandwidth Aggregate</b>					
<b>SHARED ( Kbps)</b>	<b>384</b>	<b>384</b>	.	<b>384</b>	<b>384</b>

## ANNEX C - BROADBAND ACCESS SERVICE ORDER or SERVICE MODIFICATION

### 25. DATE OF SERVICE ORDER:

#### I. AFRIKANET OXFORD - AFRIKASAT SERVICE ORDER:

This Service Order shall, when agreed and signed by Afrikanet Oxford - AfrikaSat, constitute a 12 months Service Contract between Afrikanet Oxford - AfrikaSat Global Sales & Marketing Ltd. ("Afrikanet Oxford - AfrikaSat") and the Service Provider or the End User whereby Afrikanet Oxford - AfrikaSat offers, and the the Service Provider or the End User accepts a Broadband Access Service (BAS). Such Service shall be configured as specified in Section III, below.

Provision of Service is subject to the terms and conditions in the Service Provider Agreement attached hereto.

The offer of Service contained in this Service Order is valid for 10 calendar days. Should the offer not be accepted by the Service Provider and returned to Afrikanet Oxford - AfrikaSat within 10 calendar days of the date of this Service Order, this offer shall be void.

The Service is offered contingent upon Afrikanet Oxford - AfrikaSat receiving from the Service Provider any Collateral specified in this Service Order in a form acceptable to Afrikanet Oxford - AfrikaSat Global Sales and Marketing Ltd. within 15 calendar days prior to the requested start of service date as specified in Section III, below.

Collateral required: Compulsory to Pay unless agreement

**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.**

The Service Provider acknowledges that all of the information contained in this Service Order is proprietary and confidential to Afrikanet Oxford - AfrikaSat Global Sales & Marketing Ltd, 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 Oxford - AfrikaSat Global Sales & Marketing Ltd. or its affiliated entities, and (iii) not to disclose the information to any third party.

End User or Service Provider Signature:

Afrikanet Oxford - AfrikaSat Signature:

Date:

Date:

Name:

Name:

Title:

Title:

## **II. SERVICE PROVIDER OR END USER CONTACT INFORMATION:**

### **1. Service Provider/Organization or END USER :**

**Name:**

**New or current customer:**

**Service Agreement type:**

**Agreement number:**

**Service Order number (SVO):**

**Tax ID (If applicable) :**

**Address:**

**City:**

**Country:**

**Manager:**

**Phone:**

**Fax:**

**E-mail:**

**2. Service Provider's Billing Contact:**

Contact Name:

Phone:

Fax:

E-mail:

**3. Service Provider's Primary Technical/Engineering Contact:** or AFRIKANET Partner

Contact Name:

Phone:

Fax:

E-mail:

**III. New Service Information – iDirect Managed Service – Linkstar Service**

**1. Service details:: Satellite name : .....**

**Forward: Throughput** (Kbps)

<b>Rate information to be completed by Afrikanet Oxford - AfrikaSat</b>	<b>Totals</b>
<b>Rate (per/month, per Kbps)</b>	<b>MRC<sup>1</sup></b>

Allocation of Forward Throughput ( Please see DL: throughput and UL: return at the end of this document)

---

<sup>1</sup> MRC = Monthly Recurring Charge

Service Class ..... Throughput (Kbps)

**Return:\* Throughput:** (Kbps)

Rate information to be completed by Afrikanet Oxford - AfrikaSat	Totals
Rate (per/month, per Kbps)	MRC <sup>2</sup>

Set up Fees: .....  
NRC<sup>3</sup>:

Changes Fees: .....  
NRC:

**Notes / Details:**

**2. Requested Start or Modification of Service Date:**

**Term of Service:**

**3. Customer Premises Terminal (CPT) Information:**

The Service Provider agrees to install CPTs Site per the SP agreement.

Restrictions (if any):

Customer Signature:

Date:

Afrikanet Oxford -

AfrikaSat Signature:

Date:

Name:

Name:

Title:

Title:

---

<sup>2</sup> MRC = Monthly Recurring Charge

<sup>3</sup> NRC = Non Recurring Charge

The following section to be completed by Afrikanet Oxford - AfrikaSat:

<b>Afrikanet Oxford - AfrikaSat Gateway:</b>		
<b>Satellite/Orbital Location:</b>		
<b>Transponder:</b>	<b>Forward (Hub to Remote):</b>	<b>Return (Remote to Hub):</b>

#### **IV. Change to an Existing Service, Migration or renewal:**

Type of change:

**Move**       **Add**       **Change**       **Disconnect**

**Please allow 30 days notice for all downgrade on existing service**

1. Customer ID or iDirect Modem or LINKSTAR S/N or Mac Addr:
2. Agreement Contract number or Proforma Invoice:
3. Afrikanet Oxford - AfrikaSat Service ID Satellite reference:
4. Afrikanet Oxford - AfrikaSat Gateway:
  
5. SP Location:
  
6. **Current Configuration:**

	Throughput (Kbps)	C. Ratio	Monthly Recurring Charge (€)	Satellite Name
Forward				
Return				
Total = Forward + Return				

( Please see DL: throughput and UL: return at the end of this document)

**7. New Configuration:**

	Throughput (Kbps)	Monthly Recurring Charge (€)	Satellite Name
Forward			
Return			
Total = Forward + Return			

( Please see DL: throughput and UL: return at the end of this document)

**8. Requested completion date:**

Customer Signature:

Date:

Name:

Afrikanet Oxford - Signature:

Date:

Name:

**Contract Duration** 12 months

**Payment Terms Options**  Minimum Quarterly pre-payment

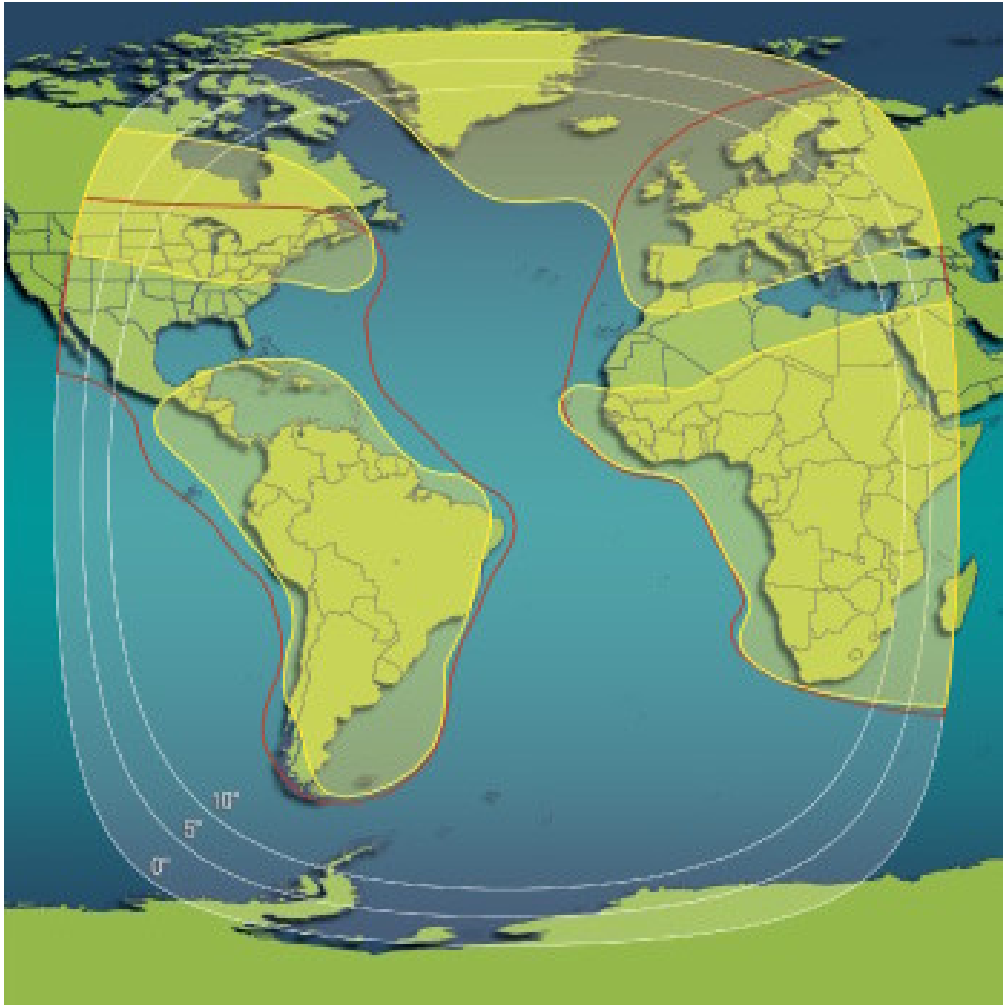
**Satellites:**

**IS-903 -- UNLIMITED UPLOAD and DOWNLOAD**

**NSS-7 -- UNLIMITED UPLOAD and DOWNLOAD**



**NSS-7 Ku-Band at 338 EST on iDirect with 1.20m or 1.80m dish**



**INTELSAT IS-903 at 325.5 deg EST on iDirect C-Band**

26. **ANNEX D - PRICING**

26.1 Your first invoice provides the Charges for ranges of Managed Throughput for Services during the Initial Term.

26.2 The table below that will appear on your first invoice provides the non-recurring topics charges during the Initial Term

<b>Non-Recurring Charges</b>	<b>Monthly Charge</b>
Set-Up Charges	included
Change Order Charges	included

26.3 Following the Initial Period, Afrikanet Intelsat may amend the Charges for new Services.

This document was created with Win2PDF available at <http://www.win2pdf.com>.  
The unregistered version of Win2PDF is for evaluation or non-commercial use only.  
This page will not be added after purchasing Win2PDF.