



INTERNET BACKBONE CONNECTIVITY SERVICE AGREEMENT

(General Terms & Conditions for Service)

PART A: GENERAL TERMS AND CONDITIONS FOR SERVICE:

"GENERAL TERMS OF SERVICE"

1. THE SERVICE AGREEMENT & SERVICES:

By executing this General Terms & Conditions for Service ("**the General Terms of Service**") which is Part A of this Agreement, the company and the customer hereby agrees that the customer purchases and subscribes to G-MAX Broadband Internet Service (referred herein as "**Service**") from Galaxy Wireless Communications Limited (referred herein as the "**Company**"), that shall be provided in accordance with the General Terms of the service and are subject to descriptions and specific terms outlined in the Customer's application forms (referred herein as "**G-MAX-01**") and applicable Service Order setting out the customer's special terms (referred herein as the "**Invoice**") all of which are integral parts of this Agreement. Unless otherwise specified or defined herein, references herein to any specific Service purchased by the Customer shall generally be referred to herein as a "**Service Agreement**".

2. BACKGROUND & SERVICE COMPONENTS

2.1 The Company is in the business of providing International / National, Internet backbone connectivity and related services via satellite.

2.2 The service ("**the Service**") to the Customer consists of international Internet transit between its sites as specified under the Service Agreement ("**the Customer's Site(s)**") and the Company's Internet service provider, including (unless otherwise specified) the Internet Connectivity.

2.3 Unless otherwise specified in the Service Agreement, the Service includes the following principal components ("**the Service Components**"):

2.3.1 Connectivity to the Internet using the Company's Internet service provider

2.3.2 G-MAX terminal equipments for the interconnection between the Company's Internet service provider and the Company's Base Stations.

2.3.3 The Radio Base Station facilities to backhaul the data from international Internet gateway to radio modems at the customer premises.

2.3.4 The connectivity (Uplink and Downlink) from the G-MAX terminals at the customer premises to the satellite.

3. EFFECTIVE DATE AND TERM OF THE GENERAL TERMS OF SERVICE

The General Terms of Service for a G-MAX service comes into effect upon the date of payment of a

service subscription charge and/or endorsement of these terms and conditions in the space provided below for the customer and shall remain effective as long as a Service Agreement between the Parties is in existence and continues to have effect.

4. THE SERVICE

4.1 In accordance with the Service Agreement executed by the Parties.

4.2 To order a Service, the customer shall accept these conditions by signing and submitting this Service Agreement, which is Part B of this Agreement to the Company. The signed Service Agreement shall constitute the binding commitment of the Customer to purchase the Service described in the Service Agreement on the terms set forth in this Agreement and of the applicable Service Agreement. In the event of any inconsistency between a Service Agreement and this Agreement the Service Agreement shall take precedence. Unless expressly stated otherwise in a Service Agreement, activation of a particular Service shall constitute the Company's acceptance of the relevant Service Agreement.

4.3 In order that it may continue to maintain the level and quality of the Service, the Company reserves the right to change or alter the configuration of the Service Components under the Service Agreement.

4.4 The service allows the customer to access the Internet. The use of internet service is at the risk of the customer and subject to any applicable laws. The company has no responsibilities to any goods, services, information, software or other materials that the customer obtain when using the internet.

5. SUBSEQUENT SERVICE AGREEMENTS

All subsequent Service Agreements submitted by the Customer shall be subject to the General terms of Service hereunder, it being however understood that subsequent Service Agreements may contain certain terms and conditions that apply uniquely to services provided under specific Service Agreement.

6. THE TERM OF THE SERVICE

The Service shall commence at the time the Customer is able to receive IP packets with any G-MAX terminal equipment in accordance with the terms hereunder ("**the Service Commencement Date**") and is for the period specified in the Service Agreement (as may be supplemented from time to time) as from the Service Commencement Date ("**the Term of the Service**"). The scheduled Service Commencement Date is specified in the Service Agreement and unless extended shall expire at the end of the Term of the Service ("**the Service Expiration Date**").

7 SUBSCRIPTION CHARGES AND PAYMENT

- 7.1 The Customer shall pay to the Company for the Service hereunder ("**the Service subscription**") at the dates and at the rates specified in the Service Agreement.
- 7.2 All charges, including the Service Charge do not include all applicable taxes or any similar charges and with the exception of income tax payable by the Company the Customer shall pay all taxes, charges, levies, duties usage or other fees and contributions imposed by any competent authority connected with the charges, the Service usage and the Service Charge payments (including, without limitation, value added taxes, universal service fund contribution charges, stamp taxes and other similar taxes and charges, if any) which may be asserted against the Customer by any governmental entity with respect to or arising with respect to this Service Agreement (collectively "**Taxes**").
- 7.3 The Service Subscription shall be paid **monthly in advance** as specified in the Service Agreement.
- 7.4 Invoices from the Company to the Customer shall be sent to the Customers' above address accordingly.
- 7.5 Failure by the Customer to pay any sums when due shall constitute a material breach of the Service Agreement and without prejudice to any other rights of the Company, shall entitle the

Company to withhold or suspend any or all parts of the Service provided to the Customer under the Service Agreement until such time as payment in full is received by the Company.

7.6 The Company reserves the right to suspend the Service if it determines that the Customer is engaged in illegal activity or activity that causes interference in the provision of a similar Service or in the use of the Internet to third parties (“**Interfering Activity**”) or by any constituted authority of the government.

8. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each of the Parties represents, warrants and covenants with the other that it has the right, power and authority to enter into and perform its obligations under the Service Agreement and that it has taken all requisite partnership or corporate action, as applicable, to approve execution, delivery, and performance of the Service Agreement, and the Service Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

9. WARRANTIES OF THE COMPANY

Provided that the Customer performs its obligations under the Service Agreement, the Company warrants subject to fair practice that it shall use reasonable skill and care to establish that the Service, including all the relevant service segments under its control, meets the required Service specifications, when these have been delivered.

10. FAULT & FAULT RESOLUTION

10.1 Where the supplied equipment is faulty and manifestly so to the knowledge of the company, the company shall use its best effort to resolve such faults.

10.2 If it is determined that the defect, fault or impairment is a result of: (i) the negligence, willful acts, omissions, or faults of the Customer or (ii) the Customer's breach of the operational guides, or (iii) a failure or malfunction of Customer power supply equipment, then the Customer shall be responsible for all reasonable costs incurred in remedying the defect, fault or impairment.

11. TERMINATION

11.1 The Company may terminate the Service Agreement without notice to the Customer when the Customer's use of the Service is unlawful and / or breaches any of the regulatory provisions or infringes the public order.

11.2 Termination shall not relieve the Customer of its obligations to pay any charges or such sums incurred hereunder prior to termination. The Parties' rights and obligations, which by their nature would extend beyond the termination or expiry of the Service Agreement, shall survive

such termination or expiry when service subscription has been renewed.

12. FORCE MAJEURE

12.1 No failure or omission by either Party to carry out or to perform any of the terms or conditions of the Service Agreement shall give the other Party a claim against such Party, or be deemed a breach of the Service Agreement, if and to the extent that such failure or omission arises from Force Majeure.

12.2 The term "**Force Majeure**" as used in the Service Agreement shall include events beyond the commercially reasonable control and without the fault or negligence of the Party and includes (without limitation): acts of God, natural or manmade catastrophe; earthquake; fire; flood; solar disturbances; sun outages; acts of any government in their sovereign or contractual capacity including acts of government controlled companies or any acts that may impinge on or affect the orbital slot of the satellite; national emergencies; riots; act of war whether declared or not; strikes; epidemic; labor disputes; satellite component failures including satellite failures of any kind; externally caused interferences; imposed testing by the Satellite operator; blockade, insurrection or other causes beyond the reasonable control of either of the Parties.

13. LIABILITY

- 13.1 The Company's obligation under the Service Agreement is to put the Service at the disposal of the Customer in accordance with the terms of the Service Agreement.
- 13.2 The Company shall not be liable for direct or indirect; incidental; special; consequential exemplary or punitive damage; non-pecuniary damage or damage arising without limitation from loss of time, customers, goodwill, profits, data, content and information or income lost or damage caused by disruption to business activities under any theory of tort, contract indemnity, warranty strict liability or negligence, even if the Company knew or should have known of the possibility of such damages, irrespective of how such damage may occur. For the purposes of this Clause, indirect damage shall also be taken to mean any damage arising from the negative effects on the Customer of an error committed or negligence demonstrated by the Company by the calling into question of the Customer's contractual or extra-contractual liability in respect of third parties, such as its officers, staff, subcontractors, customers and suppliers, following this fault or negligence.
- 13.3 The Company shall not be liable for the acts or omissions of other providers of telecommunication services and / or interferences by other telecommunications and / or any radio equipment or for faults or failures of network and equipment.

13.4 The Company may never be declared liable for damage caused by Force Majeure or a fortuitous incident or through the fault of the Customer or third parties. The same shall be applicable in case of an interruption of the Space Segment or a total decrease in transmission quality however the interruption or quality decrease that harmed or caused any loss to the Customer may arise.

14. INDEMNITY

The Customer shall indemnify and hold the Company harmless against loss, damage or expenses resulting from: Breaches or alleged breaches on intellectual property rights, arising from the signals transmitted by the Customer, the Customer's customers and/or end users or third parties working for the Customer.

15. ACCEPTABLE USE

15.1 The Company reserves the right to action in order to restrict access, such as address filtering, as it may deem appropriate without notice and the Customer acknowledges and agrees that the Company's upstream providers also have the right to do so.

15.2 The Company reserves the right to modify this policy at any time.

16. CONFIDENTIALITY

Each party agrees to maintain in strict confidence all trade secrets, business and other proprietary information of the other Party that is disclosed pursuant to the Service Agreement. Neither Party shall disclose to any third party such confidential information without the express written consent of the other.

17. NO PARTNERSHIP

Nothing in the Service Agreement and no action taken by the parties pursuant to the Service Agreement shall constitute or be deemed to constitute between the parties a partnership, association, joint venture, or other cooperative entity.

18. ASSIGNMENT

Neither party shall assign this Service Agreement.

19. SEVERABILITY

If any provision of the Service Agreement is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of the Service Agreement shall nevertheless

remain legal, valid and enforceable, providing always that if such a provision is of a fundamental nature to the Service Agreement either party may terminate the Service Agreement forthwith.

20. NO WAIVER

Failure by either party to exercise or enforce any right conferred by the Service Agreement shall not be deemed to be a waiver of any such right, nor operate so as to bar the exercise or enforcement thereof or to any other right on a later occasion.

21. LICENSE

No license, express or implied, is granted by either party pursuant to the Service Agreement.

22. VARIATION

No term or condition of the Service Agreement shall be modified except by written agreement signed by a duly authorized representative of each Party.

23. CONFLICTS

In case of conflicts between any terms of the General Terms of the Service contained hereunder and the Service Agreement, then the terms of the Service Agreement shall prevail.

24. LAW & JURISDICTION

The Service Agreement shall be governed by and construed in accordance with the laws of Nigeria and the Parties hereto irrevocably agree to submit any dispute connected with or arising under the Service Agreement to the exclusive jurisdiction of the competent court in Abuja or an alternative dispute resolution in Nigeria acceptable by both parties.

25. NOTICES

Notices to either party shall be sent by registered mail and by fax to the Customer and to the Company at their respective addresses and fax numbers as appearing above.

SIGNED AS AT THE DATE FIRST WRITTEN ABOVE:

The Company

The Customer