

MAINONE SME-IN-A-BOX SERVICE TERMS & CONDITIONS

The following terms and conditions apply to the MainOne SME-in-a-box service (the "Service") subscribed to by the Customer under the applicable Service Order Form and any addenda, schedule, exhibit attached hereto and/or incorporated herein by reference (the "Service Terms & Conditions"). Capitalized terms not defined herein shall have the meanings given to them in the Service Order Form or, in the absence of such definition, such common meaning ascribed to them when used in information and communication technology.

1. **Service Commencement:** The term of the Service shall commence on the date on which MainOne notifies the Customer in writing or by electronic communication that installation and activation of the Service is completed and the Service is ready for the Customer's use ("the Service Commencement Date"). Billing for the Service shall commence immediately on the next working day (that is, Monday to Friday excluding public holidays) after the Service Commencement Date (the "Billing Commencement Date") unless the Customer notifies MainOne before billing commences that agreed technical specifications for the Service have not been met. In that case, further tests of the Service will be conducted and a new Billing Commencement Date will be agreed upon.
2. **Service Fees:** MainOne shall issue invoices to the Customer for the service fees and charges as set forth in the applicable Service Order Form (the "Service Fees") which shall have the following billing components: (a) "Monthly Recurring Charges" or "MRC" which shall be the monthly subscription fee for the Service; (b) "Non-Recurring Charge" or "NRC" which shall be a one-off installation charge for the activation or installation of the service (the "Set-Up Charge"), together with the cost for the Optical Network Terminal ("ONT") equipment required for the delivery of the Service to the Customer (the "Equipment Purchase Charge"). The Service Fees shall be in currency specified in the Service Order Form. All Service Fees are exclusive of any and all applicable taxes.
3. **Payment Terms:** The Service shall be provided on a prepaid basis. Payment of the NRC, as well as the MRC for the initial billing cycle of the Service shall be made prior to, and as a condition precedent to the provisioning of the Service by MainOne. Subsequent MRCs for the duration of the Service shall be made in advance (on or before the end of a current billing cycle) for automatic service renewal. In the event that payment for the next billing cycle is not received, the Service shall be temporarily suspended until payment is made. Where payment is made and MainOne is yet to receive such payment, which results in an automatic suspension of the Service for non-payment, the Customer shall be required to contact MainOne immediately with proof of payment. Part payments of the MRC shall not be permitted under this Service.
4. **Additional Terms for the Voice service component:** The credit limit for each voice line allocated as part of the Service shall be as agreed and specified in the applicable Service Order Form for the Service. Unused credit limits may be rolled over for a maximum of two (2) consecutive months. Customer may request for additional voice credits where credit limits are exhausted prior to the end of the billing period. Payment for additional voice credits shall be made in advance. Customer may request for additional voice lines, above the standard voice line allocated as part of the Service purchased by the Customer under an applicable Service Order Form, subject to the payment of service fees for such additional lines as advised by MainOne.
5. **Acceptable Use:** The Customer further warrants that it shall use the Service in accordance with: (i) all applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body; and (ii) the MainOne Acceptable Use Policy (AUP) available on the service page on the MainOne website at www.mainone.net and incorporated herein by reference which AUP the Customer hereby confirms to have read and fully understood, and which may be reviewed from time to time by MainOne upon notice to the Customer.
6. **Equipment:** For the completion of the Service, MainOne may have to deliver and install an Optical Network Terminal (ONT) device and fibre equipment (the "Equipment") on the Customer's site(s). Where the Customer subscribes for voice service component of the Service, it shall be required to provide the following to receive the Service: (i) a standard fixed line telephone device capable of making and receiving calls; and (ii) a Private Branch Exchange (PBX) (where required based on the Customer's requirements).
7. **Access to Customer Site:** The Customer shall at its own expense obtain such consents, authorizations, or approvals as may be required by MainOne (including its employees and authorized contractors) to enter the Customer's sites and to allow MainOne to access, bring upon, install the Equipment on the Customer's site(s) and for any maintenance of the Service. For the avoidance of doubt, it is hereby agreed by the Parties that any delay by the Customer in obtaining any such consents or authorizations required under this clause will delay the performance of MainOne's obligations under this Agreement without any liability being incurred by MainOne.
8. **Additional Customer Obligations:** In addition to any other obligations and responsibilities of the Customer under the Service Order Form or other documentation in respect of the Service, Customer shall be obligated to (i) ensure prompt and accurate payment of all Service fees for the Service; (ii) provide suitable power for the Equipment (as may be advised by MainOne); (iii) provide contact details of its representative to act as an interface with MainOne for the resolution of Service faults or outages, and for other Service related requirements; (iv) ensure that the default password provided for access to the web self-care portal is changed after first login and that appropriate security mechanisms are put in place to prevent illegal or unlawful access to this unique login credentials.
9. **Suspension and Termination by MainOne:** In addition to any other rights at law or in equity, MainOne may immediately suspend the delivery of the Service(s) in the event that: (i) the Customer commits a breach of any of the Service Terms & Conditions and fails to remedy such breach after receipt of notice thereof from MainOne; or (ii) Customer's use of the Service violates the MainOne Acceptable Use Policy or cause harm to MainOne's or its customers' network or facilities; or (iii) if it is obliged to do so to comply with an order, instruction or request of a Government agency, an emergency services organization, judicial authority, or other competent administrative authority with jurisdiction. Where any of the events above continue after a period of ten (10) days after suspension of the Service by MainOne, MainOne may terminate the applicable Service Order Form upon notice to the Customer.
10. **Termination by Customer:** In addition to any other rights at law or in equity, the Customer shall have the right to terminate the Service Order Form in the event that: (i) MainOne commits a breach of any of its material obligations herein and fails to remedy such breach within ten (10) days after delivery of written notice thereof from the Customer; or (ii) where MainOne has its license or regulatory authorization to provide the Service(s) revoked or terminated for any reason. Where the Service is terminated in accordance with this Clause, MainOne shall refund to the Customer, any unutilized Service Fees for the terminated Service.
11. **Limitation of Liability/Warranty:** In no event shall either Party be liable to the other Party for consequential, special or indirect losses or damages sustained by either Party or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of business or profits, loss of customers, loss of data or information, cost of substitute performance, equipment or services and downtime costs, or damage to reputation or goodwill). Furthermore, the entire liability of either Party in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either Party's obligations under this Service Order Form, for any claim, loss, expense, or damage under this Service Order Form shall in no event (other than with respect to payment obligations by the Customer for the Service(s) as set forth in a Service Order Form) exceed the sums actually paid by the Customer to MainOne for the Service which gives rise to the claim during the prior billing period; provided however, nothing here shall exclude or restrict either Party's liability for fraud, death, or personal injury.

12. **Indemnification:** Subject to the limitations set forth in the clause above, each Party (the "Indemnifying Party") hereby agrees to indemnify, defend, protect and hold harmless the other Party (the "Indemnified Party") and affiliates, from and against, and to assume liability for any loss, damage, expense or cost (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with: (i) any violation by the Indemnifying Party of any applicable law or governmental regulation; and (ii) any material breach by the Indemnifying Party of its obligations hereunder. The Customer further agrees to indemnify MainOne against any claims of whatever nature by third parties arising from or due to the Customer's use of the Service(s) or the MainOne System (or any breach of a covenant hereunder), or its customers' or suppliers' use of the Service(s) or the MainOne System and the conduct and activities of the Customer's employees or subcontractors or the conduct of the Customer's or its customers' respective businesses, including, without limitation, the content of any video, voice or data carried by the Customer or its employees, customers or claims by the Customer's customers or end-users for interruption.
13. **Confidentiality:** Each Party hereby agrees that the Service Order Form, including the Service Terms & Conditions, constitute Confidential Information, and all information disclosed by either Party to the other in connection with or pursuant thereto shall be deemed to be Confidential Information, whether or not that written information is marked as being confidential or proprietary when given or confirmed in writing as such and hereby agrees to keep such Confidential Information in the strictest of confidence and afford such Confidential Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall not be less than reasonable care) to avoid disclosure to or unauthorized use by any third party.
14. **Force Majeure:** Neither Party shall be in default hereunder if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event, being any cause beyond the reasonable control of either Party hereto, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay. The Party claiming relief under this clause shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the anticipated length of delay, the cause of the delay and a timetable by which any remedial measures will be implemented. If the Force Majeure Event is not remedied within one month, either Party may terminate the Service forthwith upon providing written notice thereof to the other Party.
15. **Support and Maintenance:**
 - 15.1 MainOne guarantees Service availability of 98%.
 - 15.2 MainOne shall provide the Customer with access to a web self-care portal for the purpose of, amongst other uses, to monitor its bandwidth utilization, pay for Services and log Service complaints. MainOne shall provide the Customer with a username and password to the web self-care portal at the time of activation.
 - 15.3 From time to time faults may occur on the Service due to several factors outside of MainOne's control. All faults or outages must be logged with MainOne's service desk with details of the fault or outage either on the web self-care portal or via email at smsupport@mainone.net or telephone:+234 809 040 4230.
 - 15.4 Depending on the nature of the fault or outage, MainOne may be required to deploy an engineer to the Customer's location(s). No charge shall be applicable if the fault or outage is attributable to MainOne. In the event that MainOne determines in its sole judgment that the fault or outage was caused by the Customer's negligence, Equipment, installed software, electrical wiring or appliance; or any other cause not attributable to MainOne, the Customer shall be liable to pay for the service appointment and for reasonable charges for repair.
 - 15.5 Customer agrees to permit, and/or to procure all necessary permits required for MainOne representatives to gain access to its premises to resolve a Service or Equipment issue. The Customer agrees that the responsibility for the servicing and maintenance of its Equipment, and any other device including its router, Wi-fi APs, switches and other appliances are the Customer's and that MainOne has no responsibility nor obligation in this regard except otherwise agreed and provided in the Service Order Form.
 - 15.6 MainOne reserves the right to perform routine, planned or emergency maintenance works from time to time, which may temporarily interrupt access to the Service. For Scheduled Maintenance which will result in a service outage, MainOne will give Customer at least five (5) days advance written notice of such outage and the planned duration of the outage. For Emergency Maintenance which will result in a Service outage, MainOne will give Customer as much advance written notice as is reasonably practical including the planned duration of the outage.
 - 15.7 MainOne shall not be liable for the failure of the service to meet the Service availability commitment, or to any period of Service outage, caused in whole or in part, by any of the following:
 - a failure of Customer's equipment or equipment of a Customer's vendors;
 - power failure at Customer's premises;
 - Force Majeure events;
 - Any act or omission of the Customer or any third party (including but not limited to Customer's agents, contractors or vendors), including but not limited to (i) failing to provide MainOne adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by MainOne (or its agents) to enable MainOne to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by MainOne, or otherwise preventing MainOne from doing so, or (iv) any act or omission which causes MainOne to be unable to meet the Service availability commitment;
 - Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
 - Customer over utilization of bandwidth capacity resulting in high latency or packet loss;
 - Any scheduled maintenance periods when Customer has been informed of such maintenance and emergency maintenance; or
 - Disconnection or suspension of the Service pursuant to these Service Terms and Conditions