



## **MASTER SERVICE AGREEMENT**

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## MASTER SERVICE AGREEMENT

### 1. DEFINITIONS

<b>"Affiliate"</b>	shall mean any person, now or hereafter existing, who directly or indirectly controls, is controlled by, or is under common control of the same parent company. A person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than fifty percent (50%) of its voting rights, income, or capital. More specifically, Affiliates of MainOne shall include, but not be limited to, Main One Cable Company Limited; Main One Cable Company Ghana Limited, MainOne Cote D'Ivoire and MainData Nigeria Limited (MDX-i)).
<b>"Agreement"</b>	shall collectively refer to this MSA as well as any applicable Service Order Form, Terms & Conditions, Service Level Agreement, Acceptable Use Policy and any other addenda, schedules, or exhibits attached hereto and/or incorporated herein by reference.
<b>"Customer Facilities"</b>	shall mean the Customer's facilities or utilities, or those under its control, that are provided by the Customer for the delivery of the Services by MainOne at the Customer's location or such point of presence designated by the Customer to connect it to the MainOne Service. The Customer Facilities may include, but not be limited to, conditioned power i.e. nominal voltage of 240Volts +/- 5% together with appropriate earthing and grounding, conditioned cooling, back-up UPS system etc., which shall be provided by the Customer in accordance with the specification provided by MainOne and agreed by the Customer prior to the delivery of the Services.
<b>"Day(s)"</b>	shall mean calendar days unless otherwise set forth in this Agreement.
<b>"Equipment"</b>	shall mean any infrastructure or hardware used for the provisioning of the Services.
<b>"Force Majeure Event"</b>	shall mean any cause beyond the reasonable control of either Party hereto, which prevents a Party from complying with any of its obligations under this Agreement.
<b>"Insolvent"</b>	in relation to any Party shall mean: the appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any re-organization, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind up or liquidate such Party, or any similar circumstances of insolvency arising within the meaning of a Party's country of incorporation or any analogous provision in any relevant jurisdiction in which the Services are utilized or provided.
<b>"Minimum Service Term"</b>	shall mean a period equivalent to half of the Service Term agreed for a Service as indicated in the applicable Service Order Form.
<b>"Ready for Service Date" or "RFS Date"</b>	shall mean the date which MainOne notifies the Customer in writing or by electronic communication that installation and provisioning is completed and the Service is ready for the Customer's use.
<b>"Services"</b>	shall mean the service(s) to be provided by MainOne or its Affiliate as more specifically described in the applicable Service Order Form executed by the Parties pursuant to this Agreement.
<b>"Service Order Form"</b>	shall mean the Service Order Form(s) executed between MainOne or its relevant Affiliate and the Customer, which describes the further terms, conditions, specifications, and pricing of the Services.
<b>"Service Term"</b>	shall mean the term selected by the Customer for the Service which shall not be less than a minimum period of one (1) year.

### 2. PROVISION OF SERVICE

- 2.1. MainOne shall deliver the Services on a non-exclusive basis and the Customer shall purchase and utilize the Services as per the specifications described in the Service Order Form. Any request for an upgrade or downgrade of the Service(s) delivered shall be documented through an additional Service Order Form to be executed by the Parties.
- 2.2. Subject to the terms of the applicable Service Order Form, following the execution of the Agreement, MainOne shall proceed with the provisioning and implementation of the Service provided that: (i) It has received from the Customer, all necessary contractual documents and technical information, and support that it deems necessary for Service provisioning and implementation (including a Service Order Form

duly signed by the Customer); and (ii) It has deemed Service provisioning technically feasible and has accepted the Service Order Form by executing same. Where the conditions above have not been met, MainOne hereby reserves the right to cancel the provisioning of the Service and/or the Service Order Form prior to the RFS Date upon providing notice thereof to the Customer.

- 2.3. Billing for the Service shall commence immediately on the RFS Date unless the Customer notifies MainOne within two (2) Days of its non-acceptance of the Service on the basis 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 RFS Date will be agreed upon; provided that any use by the Customer of a Service for purpose other than testing (unless otherwise agreed) following notice of non-acceptance will be deemed to constitute acceptance of that Service.
- 2.4. In no event shall MainOne be, or be deemed to be, responsible for any Service impairment or loss of functionality, or breach of any performance obligation under this Agreement where any Service failure, fault or delay in performance is directly or indirectly related to any failure by the Customer to provide Equipment agreed to be provided under this Agreement by the Customer.

### **3. TERM AND RENEWAL**

- 3.1. This Agreement will remain in full force and effect until: (i) No more Services are provided to the Customer by MainOne, upon or after which event either Party may terminate this Agreement by giving the other Party notice in writing; or (ii) It is terminated in accordance with its terms and conditions.
- 3.2. Subject to any contrary terms in a Service Order Form, at the end of the Service Term ("Service Expiration Date"), the Service Term for that Service will automatically be extended on the same terms on a yearly basis unless: (i) MainOne notifies the Customer at least thirty (30) days prior to the applicable Service Expiration Date of revised terms in respect of the Service, in which case, and subject to the mutual agreement of the Parties, the Service shall be renewed on such revised terms; or; (ii) Either Party notifies the other Party in writing at least thirty (30) days before the applicable Service Expiration Date that it does not wish the Service Term to be renewed, in which case the Service, and any associated local access Services, shall expire on the Service Expiration Date.

### **4. SERVICES FEES/CHARGES**

- 4.1. MainOne shall invoice the Customer directly or through its Affiliate in the applicable jurisdiction where the Service is delivered for the Service fees ("Service Fees") as set forth in the applicable Service Order Form(s).
- 4.2. The Service Fees shall be invoiced and paid in the applicable currency specified in the Service Order Form. All Service Fees shall be made free and clear of and without deduction for or on account of taxes. In the event that the Customer is required by law to make a payment subject to deduction or withholding of Tax, the Customer shall ensure that MainOne receives the Service Fees it would have received had no such deduction or withholding been made or required to be made. Failure by the Customer to make applicable deduction or withholding of Tax remittance due under this Agreement or with respect to any Service Order Form shall be treated as a breach under Clause 7 of this MSA, giving MainOne the right to terminate this MSA or any applicable Service Order Form.
- 4.3. Subject to the mutual agreement of the Parties, the Service Fees for the Service shall be subject to a review during the Service Term to give effect to a reasonable adjustment for increase in the cost to MainOne of providing the Services to the Customer as a result of: statutory or regulatory changes directly affecting the Service Fees; a devaluation of the applicable currency by greater than 15% during the Service Term; changes in costs of utility services provided by third parties such as electric power companies or authorities; or an increase in the per litre cost of diesel (where applicable to the Service). MainOne shall provide notice to the Customer of any proposed price review, which shall be subject to agreement by both Parties prior to implementation; provided always that the Parties shall be obligated to conclude and document such review within thirty (30) days of the notice referred to herein, being provided by MainOne.

### **5. PAYMENT**

- 5.1. Payment for the Services shall be as provided under the applicable Service Form. If the Customer, in good faith, disputes any portion of the Service Fees then the undisputed amount of the invoice shall remain due and payable as provided for in this Clause and the payment of the disputed amount may be deferred pending the resolution of the dispute as per Clause 23.
- 5.2. Payment to MainOne shall be remitted via bank transfer to the bank details designated in the invoice. In the event the Customer has a good faith dispute concerning any invoiced amount, it shall present to MainOne in writing, the basis of the dispute and all evidence required to justify the dispute. The Parties

shall cooperate to resolve any and all disputes within fifteen (15) Days of the initial notice of the disputed amount from the Customer. Any amounts due hereunder that are not paid when due shall accrue interest at the rate of 2% per month until such amounts are paid in full.

## **6. SUSPENSION OF SERVICES**

6.1 MainOne may, without terminating this MSA, suspend any Service under an applicable Service Order Form, in part or whole with immediate effect:

6.1.1. If the Customer fails to make any payment when due, provided MainOne gives the Customer prior notice of such suspension. Upon suspension of the Services by MainOne in accordance with this provision, and upon request for reconnection by the Customer, the Customer may be required to pay a reconnection fee prior to the re-connection of the Services by MainOne, and/or shall provide a security deposit for the Services of an amount equal to the applicable monthly/quarterly Service Fee payable for the Service, which shall be maintained until the end of the Service Term. Where the security deposit is not utilized at the end of the Service Term, MainOne shall attach it as payment for the last month or quarter payment, whichever is applicable, or provide additional Services to the Customer in consideration for the security deposit, whichever the Customer elects.

6.1.2. If it is obliged to do so: (i) to comply with an order, lawful instruction or request of a government agency, an emergency services organization, judicial authority, or other competent administrative authority; or (ii) where the Customer uses the Service in a manner that violates the MainOne Acceptable Use Policy or causes harm to MainOne's or its customers' network or facilities; Provided that if it is necessary for MainOne to suspend the Services under the foregoing circumstances, it shall provide such prior notice to the Customer as is reasonably possible under the circumstances, and use all reasonable endeavors to determine the timing of such suspension, and to minimize the duration and impact caused by such suspension as much as reasonably practicable under the circumstances.

## **7. TERMINATION**

7.1. Either Party shall be entitled to terminate this MSA or any part thereof in the event that: (i) the other Party commits a breach of any of its material obligations herein and fails to remedy such breach within thirty (30) Days after delivery of written notice thereof from the non-defaulting Party; or (ii) the other Party becomes insolvent.

7.2. The Customer shall be entitled to terminate a Service Order Form: (i) prior to the RFS Date of the Service, upon providing reasonable written notice to MainOne provided that the Customer shall reimburse MainOne for all reasonable costs incurred by MainOne in the implementation of the Service to be terminated; or (ii) for convenience, subject to the completion of the Minimum Service Term, upon providing ninety (90) Days prior written notice to MainOne; provided that the Customer shall pay to MainOne, all Service Fees for Services rendered and still unpaid. Where the Customer terminates a Service Order Form for convenience prior to the completion of the Minimum Service Term and without providing the ninety (90) Days' notice, the Customer shall be obligated to immediately pay the Service Fees for the remainder of Minimum Service Term.

7.3. MainOne shall be entitled to terminate the Service or a Service Order Form immediately where the Service is suspended for breach of payment obligations under clause 7.1, and such breach continues for up to twenty-one (21) days thereafter. Upon such termination under this clause, all the Service Fees for the Services rendered and still unpaid shall become immediately due and payable by the Customer.

7.4. Upon termination of a Service for any reason, any Equipment provided by MainOne to the Customer shall be immediately returned to MainOne by the Customer and the Customer shall grant access to MainOne or its representatives for the purpose of removing any such Equipment from the Customer locations.

## **8. EQUIPMENT**

8.1. Unless otherwise agreed in writing, the Customer may, at its sole cost and expense, arrange for any Equipment to connect the Services. Where the Equipment is provided by MainOne upon the Customer's request, the Customer shall pay MainOne any agreed additional cost or expense incurred by MainOne for the installation of the Equipment.

8.2. MainOne may have to deliver, install and maintain the Equipment on Customer's site(s). Unless explicitly sold to the Customer as provided in Clause 8.1 and expressly documented in the Service Order Form, the Equipment remains the exclusive property of MainOne and shall be returned to MainOne immediately upon request in the same condition as it was initially provided excepting fair wear and tear. The

Customer shall be responsible for the protection of such Equipment from loss, theft, damage, or destruction while in its possession and shall bear all such risks with respect to the Equipment until it is returned to MainOne. In no event shall MainOne be, or be deemed to be, responsible for any Service impairment or loss of functionality, or breach of any performance obligation under this Agreement where such Equipment is rendered defective, damaged, destroyed or not working properly through the fault or omission of the Customer and the Customer shall be liable to replace or repair any such Equipment at its sole cost and expense.

- 8.3. 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, store, use, maintain and service the Equipment on the Customer's site(s). 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.
- 8.4. Where the Customer's own Equipment is deployed on our network or at any of our facilities, the Customer shall ensure that such Equipment has been duly 'type approved' or granted such other certificate of conformity as maybe legally required and shall promptly upon request provide MainOne with evidence of such approval. Customer shall indemnify MainOne against any liability of whatever nature arising from or due to the Customer's failure to obtain the necessary type approval for such equipment.

## **9. INTERNET PROTOCOL (IP) ADDRESS ALLOCATION**

Where applicable, any IP address allocated by MainOne to Customer pursuant to this Agreement shall remain the sole property of MainOne and Customer is hereby given a nonexclusive, non-transferable license to use such IP address until this Agreement is terminated.

## **10. INSURANCE**

Each Party shall maintain appropriate insurance against any loss, damage, claims or actions arising out of the performance by it of its obligations under this Agreement from: (i) personal injury or death; (ii) public liability; (iii) damage to or loss of Equipment; (iv) any other liability for which it is required by law to insure.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1. Each Party represents and warrants in relation to itself, to the other Party, that:
- 11.1.1. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so;
  - 11.1.2. It has all necessary statutory and regulatory permissions, rights, authorizations, approvals and permits for the running and operation of its business, more particularly for the Services and the execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of applicable law;
  - 11.1.3. The person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement; and the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on it and enforceable in accordance with its terms.
- 11.2. MainOne warrants to the Customer that MainOne shall provide the Service(s) in accordance with all laws and regulations applicable to the Service and with all reasonable skill, diligence and care. All other warranties, which may be implied or incorporated into this Agreement relating to the Service(s), whether by statute, law or otherwise, except as otherwise set forth in this Agreement are hereby excluded by MainOne.

## **12. LIMITATION OF LIABILITY**

- 12.1. 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 Agreement, for any claim, loss, expense, or damage under this Agreement 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 twelve (12) month period; provided however, nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury.

- 12.2. Where partial refunds in the form of service credits or rights to terminate this Agreement are specified in a Service Order Form or Service Level Agreement as remedies for failure in Service performance, such remedy will be the Customer's sole and exclusive remedy against MainOne in respect of the relevant failure in service performance and the Parties agree that any partial refunds or termination rights constitute liquidated damages which represent a genuine estimate of Customer's loss, save for clause 12.1 above.
- 12.3. This Agreement does not provide and is not intended to provide third parties (including, but not limited to, customers of the Customer, any permitted transferee of the Customer or any other permitted user of the Service(s)) with any remedy, claim, liability, reimbursement, cause of action, or any other right. The Customer acknowledges that it is not a third-party beneficiary of any agreement entered into by MainOne or its Affiliates, including but not limited to any capacity purchase agreement or any other contract relating to the construction, maintenance or operation of the MainOne System.
- 12.4. The provisions of Clauses 12.1, 12.2 and 12.3 shall continue to apply notwithstanding the termination or expiration of this Agreement.

### **13. INDEMNIFICATION**

- 13.1. Subject to the limitations set forth in Clause 12, 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 under this Agreement.
- 13.2. MainOne further agrees to indemnify the Customer against any claims against the Customer in respect of its permitted use of the Intellectual Property provided by MainOne and 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.

### **14. CONFIDENTIALITY**

- 14.1. Each Party hereby agrees that if either Party provides confidential or proprietary information ("Confidential Information") to the other Party, such Confidential Information shall be held in the strictest of confidence and the receiving Party shall 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.
- 14.2. The terms, conditions and provisions of this Agreement, constitute Confidential Information, and all information disclosed by either Party to the other in connection with or pursuant to this Agreement 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 thereafter unless otherwise provided for in this Agreement.
- 14.3. Notwithstanding the following, either Party may disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisors (including its lenders and other financiers) to the extent necessary or appropriate in connection with the execution and performance of this Agreement or its obtaining of financing; provided, however, that each such person is notified of the confidential and proprietary nature of such Confidential Information and is subject to and agrees to be bound by similar restrictions on its use and disclosure that are at least equal to those contained in this Clause 14.
- 14.4. The foregoing provisions of this Clause 14 shall not apply to any Confidential Information which the receiving Party can evidence: (i) becomes publicly available other than through the actions of the receiving Party; (ii) is required to be disclosed pursuant to any binding obligation imposed by an applicable governmental or regulatory body or authority, or by law, or an order of an applicable court or the rules of a recognized stock exchange; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party.

- 14.5. If any Confidential Information is required to be disclosed by the receiving Party pursuant to this clause, the receiving Party shall give such written notice as is reasonably possible under the circumstances to the disclosing Party of the requirements of such disclosure.

**15. INTELLECTUAL PROPERTY**

- 15.1 All legal and beneficial rights in software, copyright, trademark, or any other intellectual property in whatever form (hereinafter "Intellectual Property") which MainOne provides to the Customer for the purpose of using the Service(s) will remain at all times the property of MainOne or its owner or licensor. To the extent that it is so entitled, MainOne grants the Customer a non-exclusive, nontransferable licence to use such Intellectual Property for the sole purpose of using the Service(s) as contemplated in this Agreement. The Customer may not reproduce the software or Intellectual Property, except that the Customer will be entitled to make a single back-up copy of any software for archival purposes only. The Customer may not modify, adapt, translate, reverse engineer or disassemble the software or Intellectual Property.

**16. FORCE MAJEURE**

Neither Party shall be in default under this Agreement 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, 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 16 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 this Agreement forthwith upon providing written notice thereof to the other Party.

**17. SEVERABILITY, WAIVER**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. No waiver by either Party to any provisions of this Agreement shall be binding unless made in writing.

**18. ACCEPTABLE USE**

The Customer further warrants that it shall use the Service(s) 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/terms-and-conditions/](http://www.mainone.net/terms-and-conditions/) 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.

**19. DATA PROTECTION**

Each Party hereby undertakes to comply with 1) all provisions of applicable law pertaining to the privacy and security of the other Party's data and Confidential Information, including but not limited to the Nigeria Data Protection Regulation 2019 and 2) MainOne's Data Protection and Privacy Policy available at [www.mainone.net/terms-and-conditions/](http://www.mainone.net/terms-and-conditions/) and incorporated herein by reference which 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.

**20. ANTI-BRIBERY AND CORRUPTION**

- 20.1. Each Party hereby undertakes that, at the date of the entering into force of this Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence from doing so.
- 20.2. The Parties agree that, at all time in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with MainOne's Anti-Bribery and Corruption Policy available at [www.mainone.net/terms-and-conditions/](http://www.mainone.net/terms-and-conditions/)

[conditions/](#)and incorporated herein by reference which 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.

## 21. NOTICES

Any formal or legal notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or served by the Parties if sent by hand or by courier, or via electronic email with delivery confirmation. Notices sent to the Customer shall be sent to the Customer's address as provided in the applicable Service Order Form. Notices sent to MainOne shall be sent (for the attention of the General Counsel), to MainOne's address specified in the applicable Service Order Form, or if by electronic email, to: [notices@mainone.net](mailto:notices@mainone.net). Any notice given under this clause shall be deemed to have been received: (i) If delivered by hand or courier, at the time of delivery; (ii) If a copy is sent via electronic mail, at the time the e-mail enters the recipient's information system, provided that no error message indicating failure to deliver has been received by the sender.

## 22. ENTIRE AGREEMENT

This Agreement including any addenda, schedules, riders, supplements or exhibits attached hereto, constitutes the entire agreement between MainOne and the Customer and supersedes and cancels all offer letters or letters of award of contract, prior agreements, negotiations, or commitments made by either Party whether written or oral, with respect to the specific Service(s) provided hereunder. Unless otherwise expressly provided for herein, this Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each Party hereto. In case of any ambiguity or conflict between the MSA, the Service Order Form, Acceptable Use Policy or any other schedule or exhibit hereto, such ambiguity or conflict shall be resolved by the following order of precedence:

- 1) Service Order Form
- 2) Master Service Agreement
- 3) Acceptable Use Policy
- 4) such other schedule or exhibit executed by the Parties

## 23. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be construed and governed accordingly:

- i. Where MainOne Nigeria is the contracting party, in accordance with the laws of Nigeria without regard to conflict of laws principles. Any dispute or controversy arising hereunder under or in connection with this Agreement shall finally be determined by a Court of Competent Jurisdiction in Nigeria.
- ii. Where Main One Ghana is the contracting party, in accordance with the laws of the Republic of Ghana without regard to conflict of laws principles. The Chief Executive Officers of the Parties shall endeavour to amicably settle any disputes and misunderstandings which may arise in connection with this Agreement within seven (7) days of the occurrence of such dispute. Where amicable settlement of any dispute arising from this Agreement is impossible, the Parties shall refer the dispute to the High Court of Ghana for resolution.
- iii. Where Main One Mauritius is the contracting Party, in accordance with the laws of England and Wales without regard to conflict of laws principles. Except as otherwise provided herein, any dispute or controversy arising under or in connection with this Agreement shall be finally settled under the Rules of Arbitration (the "Rules") of the London Court of International Arbitration ("LCIA") by one arbitrator. To the extent that the Parties are unable to agree upon a sole arbitrator, an arbitrator shall be appointed in accordance with such Rules by the LCIA without regard to any additional or longer waiting period set forth in such Rules. The place and seat or location of arbitration shall be London, England, and the procedural law applicable to the arbitration proceedings shall be the laws of England. The arbitration shall be conducted in English.