This Service Order Form sets out the terms and conditions for the Service. This Agreement governs the Customer's access to, and use of the Service and the Customer shall comply with the terms herein and all laws and regulations applicable to the use of the Service.

1.   **DEFINITIONS:**

For the purposes of this Agreement, the following definitions apply:

"Agreement"	shall collectively refer to this Service Order Form as well as any applicable Licensor Terms and Conditions, Acceptable Use Policy and any other technical requirements, addenda, schedules, or exhibits attached hereto and/or incorporated herein by reference.
"Confidential Information"	means (i) with respect to Service : server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding products, and information contained in manuals, proposals or memoranda; and (ii) non-public technical, business or other information or materials disclosed or otherwise made available by one party in connection with the Service that are in tangible form and labeled "confidential" or the like, or are provided under circumstances reasonably indicating their confidentiality.
"Day(s)"	shall mean calendar days unless otherwise set forth in this Agreement.
"Force Majeure Event"	means any cause beyond the reasonable control of either Party hereto including, but not limited to, action by a governmental authority, moratorium on any activities related to this Terms and Conditions, labour dispute, flood, earthquake, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, adverse weather conditions, terrorism, embargo, third party carriers or suppliers force majeure, act or failure to act of any Governmental authority, computer viruses or worms, computer sabotage, 'Denial of Service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature, save that either party will ensure that adequate safeguards including up to date insurance are in place at all times, against all such occurrences or other circumstances or conditions that render it unsafe or unreasonable for either Party's personnel to travel to or enter onto the affected site.
"Customers"	refers to an organisation that has (i) successfully met and continues to meet MDXi requirements and (ii) has signed this Agreement.
"Ready for Service Date" or "RFS Date"	shall mean the date which MDXi 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.
"Service"	shall mean AMSIX Lagos internet exchange infrastructure that facilitates peering and IP Traffic exchange between parties connected thereto for the location specified in this Agreement.

2. **PROVISION OF THE SERVICE**

2.1   MDXi shall either alone, directly or through its affiliates or underlying licensor, deliver the Services on a non-exclusive basis and the Customer shall purchase and utilize the Services as per the specifications prescribed by MDXi. The Customer hereby accepts and agrees that the licensors General Terms and Conditions are applicable to, and therefore form part of this Agreement. By signing this Agreement, the Customer also accepts any future modifications and additions that may be made to the Licensors General Terms and Conditions.

2.2   The Parties may, by mutual agreement, add additional Services (in the form of upgrades to existing services or purchase of additional Services).

2.3   Subject to the execution of this Agreement and the satisfaction of other requirements prescribed by MDXi, MDXi shall proceed with the provisioning and implementation of the Service, provided that it has received all necessary contractual documents and technical information, and support that it deems necessary for Service provisioning and implementation from the Customer. Where the conditions above have not been met, MDXi hereby reserves the right to cancel the provisioning of the Service to the Customer.

2.4   In no event shall MDXi 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 the Service failure, fault or delay in performance is directly or indirectly related to any failure by the Customer to comply with the AUP any other technical requirements prescribed by MDXi.

3. **TERM AND RENEWAL**

3.1   A term will be selected by the Customer for the Service (a "Service Term") as specified in this Agreement, provided that such requested Service Term shall not be less than a minimum period of one (1) year. The Service Term for the Service shall commence on the RFS Date or such other date agreed by the Parties in writing (the "Service Commencement Date").

3.2   Billing for the Service shall commence immediately on the Service Commencement Date unless the Customer notifies MDXi within twenty-four (24) hours 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 Service Commencement Date will be agreed upon; provided that the use of the Service by the Customer for any purpose other than testing (unless otherwise agreed) following notice of non-acceptance will be deemed to constitute acceptance of the Service.

3.3   **Service Expiration Date:** 2359 hours GMT the day before the anniversary of the Service Commencement Date **("Service Expiration Date")**. The Term of this Order Form shall be renewable automatically on a yearly basis after the initial one (1) Term. ("Renewal Term") thereafter, unless either Party gives the other prior written notice of 30 days of its intention not to renew the Service or part thereof after the expiration of the Term. Without prejudice to the foregoing, the service charges for the term of any renewal order may be reviewed by mutual consent prior to the commencement of each Renewal Term. The Parties hereby agree that any review of the monthly recurring service charges for each Renewal Term shall only be valid if agreed upon in writing and signed by the Parties prior to the commencement of each Renewal Term.

4. **PAYMENT TERMS**

4.1   MDXi shall invoice the Customer for the Service in accordance with the applicable rates set out in this Agreement. The Service Fees are exclusive of any and all applicable 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 has no such deduction or withholding been made or required to be made. MDXi reserves the right to periodically re-assess and re-establish the price during the Service Term to give effect to a reasonable adjustment for significant increases in the cost to MDXi of providing the Services to the Customer as a result of factors including but not limited to increase in the cost of services provided by licensor with reasonable notice to the Customer, such increases shall be automatically applicable against the Customers next invoice.

4.2   Payment for the Service shall be made prior to, and as a condition precedent to the provisioning of the Service. MDXi will invoice the Customer for the Service Fees which shall be payable upon the specified billing cycle in this Agreement.

5.   **SUSPENSION AND TERMINATION OF THE SERVICE**

5.1   In addition to any other rights at law or in equity, MDXi may suspend the Service with immediate effect: (i) If the Customer fails to make any payment when due; (ii) If it is obliged to do so to comply with an order, lawful instruction or request of a government agency, an emergency services organization, judicial authority, or other competent administrative authority; (iii) or where the Customer uses the Service in a manner that violates the Acceptable Use Policy or the terms of this Agreement. MDXi shall be entitled to terminate the Service immediately where the Service is suspended for breach of payment obligations 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.

5.2   Either Party shall be entitled to terminate this Agreement 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.

5.3   Either party may terminate this Agreement at any time by any of the parties by means of a written notice to the other party. The termination is effective as of the end of the calendar quarter in which the other party received said written notice, provided the customer shall pay to MDXi, all Service Fees for Service rendered and still unpaid.

6.   **CONFIDENTIALITY**

Each Party hereby agrees that the Terms and Conditions constitute Confidential Information, and all information disclosed by either Party to the other in connection with or pursuant to the Terms and Conditions or the Service(s) 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.

7.   **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.

8. **DATA PROTECTION**

The Customer shall use the Services in accordance with and comply the Licensors privacy policy which can be found at http://www.am-ix.net/ams/documentation/privacy-policy.

9. **CONTENT SECURITY**

Except as otherwise provided in the Terms and Conditions, the Customer is solely responsible for the security of its content, including any access to content that the Customer may provide to its employees, clients, or other third parties, and when such content is in transit to and from the Service. The Customer agrees to implement such security measures as are reasonable for its use of the Service and shall maintain appropriate steps regarding the protection and backup of its content. The Customer is responsible for complying with any laws or regulations that might apply to its content and is responsible for any losses or other consequences arising from its failure to encrypt or back up its content.

10. **INTELLECTUAL PROPERTY OWNERSHIP**

10.1 MDXi and its licensors own and retain all right, title and interest in and to the Service and any related software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. The Customer is not granted any title or Intellectual Property Rights in or to the Service or any software provided as part of the Service and may only use the Service and associated software as permitted under this Agreement. The Customer's rights to use the Service are limited to those expressly granted in these Terms and Conditions. No other rights with respect to the Service, any related software, or any related Intellectual Property Rights are implied.

10.2 The Customer retains all right, title and interest in and to its content and all Intellectual Property Rights therein. MDXi shall have the right to use the Customer's mark or logo for marketing purposes, including but not limited to advertising, promotional materials, and online media. MDXi shall ensure that the Customer's mark or logo is used appropriately and in compliance with any relevant laws and regulations. MDXi shall ensure that during the duration of the use of the aforementioned marks, no loss or damage whatsoever shall affect the Customer's reputation adversely.

11. **REPRESENTATIONS, WARRANTIES AND DISCLAIMER**

11.1 Each Party represents and warrants in relation to itself, to the other Party, that:

(i)   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.

(ii) 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.

(iii) 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 constitute a valid and legal agreement binding on it and enforceable in accordance with its terms.

11.2   MDXi warrants to the Customer that it shall provide support for all faults or complaints reported in respect the Service as detailed in schedule 1.

11.3   The Customer hereby indemnifies and holds MDXi harmless against any claim instituted by any other MDXi Customers or other third party against MDXi, which claim arises out of any wrongful act or omission on the part of the Customer.

11.4   The Customer further agrees that it shall have no claim against MDXi for any loss harm or damage arising out of this Agreement, including, without limitation, due to any wrongful act or omission of any other MDXi Customer or any other third party.

11.5   To the maximum extent permitted by applicable law except for the warranties set forth in these Agreement, MDXi and its licensors and service providers disclaim all warranties and conditions, whether express, implied, or statutory, including and warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement, and any warranties arising from course of dealing of course of performance, relating to the Service or any materials or Services provided to the Customer under this Agreement. All Services are provided by MDXi and its licensors and do not warrant that the Service will be uninterrupted or free from defects, or that the Service will meet (or is designed to meet) the Customer's business requirements.

12.   LIMITATION OF LIABILITY

12.1   To the maximum extent permitted by law, neither MDXi nor its employees, agents, representatives, service suppliers, or licensors will be liable for any punitive, indirect, consequential or special damages or for any lost profits or business opportunities, loss of use of the Service or content, loss of revenue, loss of goodwill, business interruption, loss of data, even if advised of the possibility of same, and regardless of whether the claims are based in contract, tort, negligence, product liability or any other legal or equitable theory. In any event, the liability of MDXi under this Agreement will not, regardless of whether the claim is based in contract, tort, strict liability or otherwise, exceed the total amount actually paid by the Customer for the Service in the twelve (12) months prior to the event giving rise to the claim.

13. ENTIRE AGREEMENT

This Agreement contains all the terms which the Parties have agreed in relation to the subject matter thereof and shall supersede any prior written or oral agreements, representations or

understanding between the parties. In the event of a conflict with the terms of this Agreement or any other prior terms and condition, this Agreement shall prevail.

14. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be construed in accordance with and shall be governed by the laws of Nigeria without regard to conflict of laws principles. Any dispute or controversy arising hereunder or in connection with this Agreement shall finally be determined by a court of competent jurisdiction in Nigeria.

SCHEDULE 1

AMS-IX NOC
SUPPORT AND ESCALATION MATRIX

Contact details (e-mail / phone number)	noc@lag.ams-ix.net / TO BE PROVIDED
Availability/ Working hours	24x7
Method of fault reporting	E-mail, phone
Information required to report a fault	Link/circuit ID, ASN, or peering IP address
Target Resolution Time	Within 4hrs
Medium used for notifications regarding resolution status of fault	E-mail
Frequency of notifications regarding the progress of resolution	As soon as an update is available
Process description for closing a fault	1. Acknowledgment of resolved fault by the Reporter 2. In case of no response, the fault will be resolved automatically after 10 working days
Escalation path	1st level 24x7 NOC 2nd level NOC Engineers 3rd level Sr. NOC Engineers / Network Architects (technical)— Manager Operations, CTO (procedural) Any traffic or service affecting fault that cannot be resolved by 1st level support will be escalated to 2nd level NOC Engineers immediately
Major incident announcement and process management	Platform incidents are communicated to our technical distribution mailing list: lag-tech-l@lists-lag.ams-ix.net
Planned Maintenance announcement	Planned Maintenances are announced at least 72 hours in advance, to our technical distribution mailing list: lag-tech-l@lists-lag.ams-ix.net