



SKYVISION GLOBAL NETWORKS NIGERIA LTD.

**GENERAL TERMS & CONDITIONS FOR TELECOMMUNICATION SERVICES ("GTC")
DATED _____, 2015 (the "Effective Date")**

The Parties:

Reference: GT#

	SkyVision Information	Customer Information
Name:	SkyVision Global Networks Nigeria Ltd. ("Company")	
Place & Type of organization:	A limited liability company incorporated under the laws of Nigeria	
Company Registration Number:	RC 814320	
Address:	C/O Alsec Nominees Limited, St. Nicholas Hous Catholic Mission St. Ikoyi, Lagos Nigeria And: Kinetic Business Centre, Theobald Street Borehamwood Hertfordshire WD6 4PJ	
City / Country:	Nigeria /United Kingdom	
Attention:	_____, Regional Sales Director	
Email	_____@skyvision.net	
Telephone:	+44 (20) 8387 1770	
Fax:	+44 (20) 8387 4004	

1. The Service Agreement

These GTC shall govern the services provided by SkyVision to Customer (each, a "Service") pursuant to individual Service Orders executed by the Parties as may be amended, updated or supplemented from time to time (each a "Service Order"). In the event of any inconsistency between the terms of a Service Order and the GTC, the Service Order shall take precedence. This These GTC and annexes attached hereto, together with any and all Service Orders shall form the "Service Agreement" between the Parties.

The following annexes to the GTC constitute an integral part of the Service Agreement:

- **Annex 1:** Service Level Agreement ("SLA"); and
- **Annex 2:** Acceptable Use Policy, as may be amended from time to time ("AUP").

2. Term of Service Agreement

- 2.1 Term of GTC. The GTC shall remain effective for as long as Company provides any Service to Customer.
- 2.2 Term of Service Order. Each Service Order shall remain in effect for an initial term set out thereunder (the "Initial Term") and in the event a Service Order does not expressly set out the Initial Term thereof, then the Initial Term shall be twelve (12) months calculated from the Service Commencement Date (as defined below). Unless expressly provided otherwise, at the end of the Initial Term and any anniversary thereof, the term of the Service Order shall automatically renew for a further twelve (12) months period ("Renewal Term") unless either Party provides the other with written notice of its election not to renew such term at least ninety (90) days prior to the end of the Initial Term or any Renewal Term, as the case may be (the Initial Term and any Renewal Term thereof, together, the "Term").

3. Delivery of Service and Service Configuration

3.1 Delivery of Service. The Service Order specifies the scheduled date for the commencement of the Service (the "Scheduled Commencement Date") and subject to acts of negligence on the part of the Customer and / or the Customer's failure to comply with its obligations under the Service Agreement and / or the occurrence of an event of Force Majeure, SkyVision shall use best efforts to ensure that the Service is available on the Scheduled Commencement Date provided, however that the Service shall only be deemed to have actually commenced, in accordance with the following procedures.

- (i) Upon installation and initial testing of the Service by SkyVision, SkyVision shall notify Customer that the Service has been activated and is available for Customer's use (a "Service Commencement Notification").

(ii) Unless Customer delivers to SkyVision, within seventy two (72) hours of the date of a Service Commencement Notification written notice accompanied by documented evidence certifying that the Service is not functioning substantially in accordance with the terms of the Service Order, then Customer shall be deemed to have accepted the Service as of the date of the Service Commencement Notification and such date shall constitute, the "**Service Commencement Date**" regardless of Customer's readiness to accept the Service or its failure to comply with the requirements specified in Section 5 below which shall not validate deferment of the Service Commencement Date nor permit rejection of the Service.

(iii) Cancelled

(iv) In the event that Customer notifies SkyVision within the time period stated above that the Service has not been installed and is not functioning substantially in accordance with the terms of the Service Order, then SkyVision shall correct the notified Service deficiencies and thereafter deliver a new Service Commencement Notification to Customer, following which the process stated above shall be repeated.

3.2 Cancelled

4. Third Party Equipment

Any equipment, as may be necessary for the provision of the Service, provided by SkyVision or a supplier contracted by SkyVision to Customer from a supplier or manufacturer as specified in the Service Order ("**Third Party Equipment**"), then Customer acknowledges that SkyVision is not a manufacturer of such Third Party Equipment and SkyVision's sole liability and responsibility with respect to Third Party Equipment is to pass through to Customer the rights and remedies offered by the supplier or manufacturer with respect to such Third Party Equipment

5. Customer Facilities, Equipment and Licenses

5.1 Customer Equipment. Customer hereby warrants and represents that it has all the equipment and facilities necessary for the Service and for the installation of any Third Party Equipment ("**Customer Equipment**"). SkyVision assumes no obligations and accepts no liability in respect of any equipment used by Customer for the Service.

5.2 Customer Site Preparations. Customer is responsible at its sole risk and expense for all necessary preparation for its receipt of the Service and the installation of any Third Party Equipment and/or Customer Equipment and for providing and maintaining (at its own expense) the level of power and environmental conditions (including for example heating or air-conditioning) required for its satisfactory operation.

5.3 Licenses. Customer hereby warrants and confirms that it has all necessary licenses and approvals for the Service and Third Party Equipment and for the operation of Customer Equipment.

5.4 No Excuse. Customer's failure to comply with its obligations as set out in this Section 5 shall not delay the Service Commencement Date and shall not excuse Customer from meeting its payment obligations under each Service Order.

6. Charges and Payment Terms

6.1 Service Charges. Customer shall pay to SkyVision those fees and charges set out in the applicable Service Order for the Service and Third Party Equipment (the "**Service Charge**"). During any Renewal Term, SkyVision may increase the Service Charge with at least sixty (60) days prior written notice to Customer. However if Customer objects to increase in the Service Charge then upon expiry of the 60-day notice it may terminate the relevant Service Order.

6.2 Payment Terms. Recurring Service Charges shall be paid according to the terms specified under the Service Order. Billing for partial months shall be pro-rated on a calendar month basis. The first Service Charge and non-recurring Service Charges specified in a Service Order, including charges payable in connection with Third Party Equipment, shall be paid in advance of the Service Commencement Date or as otherwise specified in the Service Order.

6.3 Payment on Account of the Last Month of Service Charge. In addition to the Initial Service Charge and as a condition to the provision of any equipment and Service, Customer shall advance to SkyVision the sum specified in the Service Order for the last month of Service (the "**LMOS Charge**"). The LMOS Charge shall secure the full and timely performance of Customer's duties and obligations under the Service Agreement. If Customer fails to pay to SkyVision any amount when due, SkyVision may require Customer to supplement the LMOS Charge as a condition to its continuation of the Service. Whenever the recurring Service Charges are increased or Service upgraded, the LMOS Charge shall be supplemented by a pro-rated sum ("**Supplemented LMOS Charge**"). If the LMOS Charge has not been applied against any unpaid Service Charges, it shall be applied by SkyVision against the last Service Charge payable at the end of the Service. Where a Service is provided prior to receipt of the LMOS Charge or where Customer fails to supplement the LMOS Charge, then SkyVision may suspend the Service until the Supplemented LMOS Charge has been paid up. Customer shall not be entitled to any interest on LMOS Charges.

6.4 Taxes and Bank Fees. Service Charges are exclusive of any and all bank fees, tax or other charges and Customer shall bear all type of taxes, including withholding tax, bank charges or any other charges that are or may be applicable in future.

6.5 Invoices. Invoices from SkyVision shall be sent to Customer by fax or email or by registered mail to Customer's address as specified above or to such other address as Customer may notify SkyVision in writing. For the purposes of making payments due hereunder, a fax or scanned copy of the invoice shall be sufficient. The failure of SkyVision to deliver a properly executed invoice for payment shall not relieve Customer its obligation to pay

6.6 Payment Default. Failure by Customer to pay any sums when due shall constitute a material breach of the Service Agreement and without prejudice to any of its other rights, shall entitle SkyVision to withhold or suspend any or all parts of any or all Services or delivery of Third Party Equipment until such time as SkyVision receives payment in full. During the time(s) such right is exercised by SkyVision, charges for the Service shall continue to accrue.

6.7 Default Interest. If Customer does not provide written notice of dispute to SkyVision with respect to its charges or Taxes within 1 (one) month of the date of an invoice, then Customer shall be deemed to have waived its right to dispute such invoice. Until SkyVision receives payment in full, interest shall be charged at a rate equal to 1.5% per month, compounded simply. Interest shall accrue notwithstanding termination of the Service Agreement for whatever reason. Customer shall also pay all applicable legal fees and other collection costs SkyVision may incur as a result of Customer's failure to pay. Payments received by SkyVision shall be applied first against any interest amounts owed by Customer.

6.8 Termination Charges. SkyVision shall provide the Service for the duration of the Term and Customer shall pay all Service Charges throughout the Term. Should Customer terminate a Service prior to the end of its Term other than in accordance with Section 8 hereof or should SkyVision terminate a Service due to a material breach of the Service Agreement by Customer, then in addition to payment for Services actually provided up to the date of termination, Customer shall pay to SkyVision 100% (one hundred percent) of all Service Charges that would have become due until the end of the Term.

7. Service Levels and Warranties of SkyVision

7.1 SLA. Provided that Customer performs its obligations under the Service Agreement, SkyVision warrants that the Service shall be delivered in accordance with the SLA.

7.2 Service Interruptions. This Section 7.2 sets out the entire rights and remedies of the Customer and the entire liability of SkyVision in connection with any Service Interruption. A Service Interruption includes any interruptions making the Service unusable to Customer or causing a Service Unavailability as defined under the SLA ("**Service Interruption**"). A Service Interruption shall not be deemed to have occurred when the event reported by Customer is due to any of the following (together referred to as "**Service Exclusions**"): (i) the failure or non-performance of Customer's site or any Customer Equipment, including but not limited to, hardware or software failures or congestion in Customer's network or failure of one of its components; (ii) the fault, act, or failure to act of Customer, third parties, including government or utilities, and the employees, contractors or agents of all of these; (iii) Customer's breach or violation of the Service Agreement, (iv) a Scheduled Event or Emergency Event; (v) a Force Majeure Event; (vi) termination of a Service Order in accordance with the termination provisions herein; (vii) suspension of Service under the provisions set forth herein or (viii) the unavailability of Service to Customer, pursuant to actions of competent governmental authorities. In case of a Service Interruption confirmed by SkyVision in accordance with its fault reporting and confirmation procedures, SkyVision shall give Customer a credit allowance against subsequent monthly payments for the period during which Customer suffered a Service Interruption ("**Credit Allowance**"). The Credit Allowance shall be calculated in accordance with the SLA.

7.3 Customer Fault. If SkyVision determines that any Service Interruption or any other defect, fault or impairment in the Service is a result of (i) the negligent or willful actions or omissions of Customer; or (ii) Customer's breach of the Service Agreement; or (iii) a failure or malfunction of any Customer Equipment, or any other hardware or software at Customer's site, then, in the absence of a manifest error, Customer shall be solely responsible for all costs incurred in remedying the Service Interruption or the defect, fault or impairment.

7.4 Disclaimer. EXCEPT AS EXPRESSLY SET OUT HEREIN, IN THE SLA OR ANY PARTICULAR SERVICE AGREEMENT, SKYVISION HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED TERMS AS TO CONDITION, QUALITY OR PERFORMANCE. SPECIFICALLY, SKYVISION DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

7.5 Scheduled and Emergency Maintenance. SkyVision shall use reasonable commercial efforts to notify Customer of all scheduled Service maintenance, alteration or suspensions ("**Scheduled Event**") at least seven (7) calendar days prior to a Scheduled Event. Where practicable, SkyVision shall schedule Scheduled Events during hours preferred by Customer. Any Scheduled Event may result in impairment or suspension of Service(s) to Customer. Customer acknowledges that the Service may be interrupted, altered or suspended without notice in any situation in which SkyVision or one of its suppliers requires to perform emergency Service maintenance ("**Emergency Event**"), *provided, however,* that SkyVision shall use reasonable commercial efforts to provide Customer with prior notice of such interruption, alteration or suspension by any means of communication.

8. Termination

8.1 Termination for Material Breach. Either Party (a "**Terminating Party**") may terminate a Service Agreement in the event of a material breach by the other Party ("**Defaulting Party**") by giving written notice to the Defaulting Party identifying the breach and requiring its remedy (if it is capable of being remedied) within 5 Business Days ("**Written Notice**"). The termination of a Service Agreement will be effective immediately unless the breach is capable of remedy in which case such termination shall be effective only after 5 Business Days from receipt by the Defaulting Party of the Written Notice if the notified breach remains unremedied. "**Business Days**" mean days on which the financial markets in Nigeria are open.

8.2 Termination for Bankruptcy. A Terminating Party shall have the immediate right to terminate a Service Agreement if the Defaulting Party is declared bankrupt, is dissolved or has become insolvent either voluntarily or involuntarily.

8.3 Termination for Other Causes. SkyVision may immediately terminate a Service Agreement upon notice to Customer in the event Customer's use of the Service breaches any provision of the Service Agreement and/or is unlawful and/or breaches any of the regulatory provisions and/or infringes the public order and/or violates the AUP (defined below).

8.4 Cancelled.

8.5 Termination for Force Majeure. If the Service is interrupted for at least 30 consecutive days for reasons of "**Force Majeure**" as defined under Section 9 below, or in case the Service is deliberately interrupted by a third party telecommunications supplier from whom SkyVision receives services for reasons outside the control of SkyVision (each a "**Failure**"), then Customer may provide SkyVision with notice specifying the failure and SkyVision shall have 10 days from the date of such notice to cure such failure. If SkyVision fails to cure the failure, then either Party may immediately provide a further 10 days' written notice of termination of the Service Order.

9. Force Majeure

9.1 Neither Party shall be liable to the other for any breach or non-performance of any Service provided under a Service Agreement arising due to an event of "Force Majeure".

9.2 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 either Party and includes, without limitation: acts of God, natural or man-made catastrophe; earthquake; fire; flood; solar disturbances; sun outages; acts of any government in their sovereign or contractual capacity including acts of government controlled companies; cable cuts, national emergencies; riots; terrorist acts; act or threat of war whether declared or not; strikes; epidemic; labor disputes; blockade, insurrection or other causes beyond the reasonable control of either of the Parties. An event of Force Majeure shall not include lack of funds.

10. Liability and Indemnification

10.1 Exclusive Remedy. SkyVision's sole obligation under the Service Agreement is to put the Service at the disposal of Customer in accordance with its terms and subject to its conditions.

10.2 No Special Damages. Notwithstanding any provision hereof, neither Party shall be liable for any indirect, incidental, special, consequential, exemplary punitive, or non-pecuniary damages, or to any damages arising, without limitation, from loss of time, customers, goodwill, profits, data, content, information or income, or to damage caused by disruption to business activities, under any theory of law, including tort, contract, strict liability or otherwise, even if such party knew or should have known of the possibility of such damages, irrespective of how such damage may occur.

10.3 Limitation Cap. SkyVision's liability in connection with any Service shall be limited to the lower of: (i) US\$5,000 or (ii) 100% of the recurring monthly charges actually paid during the one month period immediately preceding the time the demand is made, for all damages arising during the Term.

10.4 Personal Injury and Death. Nothing herein shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

10.5 No Officer Liability. Without limiting the generality of the foregoing, Customer acknowledges and agrees that it shall have no right of recovery against any officer, director, stockholder, employee or agent of SkyVision or any third party contractor of SkyVision in the provision of the Service as the case may be.

10.6 Indemnity. Customer shall indemnify and hold SkyVision, its directors, officers, employees and assignees harmless against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable legal fees and costs of investigation, due to any claim by a third party relating to or arising out of the use or misuse of the Service and/or the Third Party Equipment, if any, by Customer, or any employee, agent, subcontractor or customer of the Customer.

11. Customer Use of Service and Restrictions of Use

11.1 Content of Communication. SkyVision shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by SkyVision), and Customer shall defend, indemnify and hold SkyVision harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of



Service. SkyVision provides only access to the Internet; SkyVision does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against SkyVision relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

11.2 Acceptable Use Policy (AUP). Customer's use of Service shall at all times comply with SkyVision's then-current AUP, available through SkyVision's web site at www.skyvision.net. Customer agrees that it will promptly investigate all alleged violation of the AUP and take all necessary actions to remedy any actual violations of SkyVision's AUP.

11.3 Suspension of Service. SkyVision reserves the right to suspend a Service if (i) it determines that Customer is engaged in illegal activity or activity that causes interference in the provision of the Service or in the use of the Internet by third parties, or if the Service is used in violation of the AUP. (iii) if it received an order to do so by a court or government body connected .SkyVision may also suspend a Service in any circumstance in which SkyVision would have the right to terminate the Service Agreement. In no event shall SkyVision's election to suspend a Service be construed as a waiver of SkyVision's right to terminate a Service Agreement. SkyVision may also suspend a Service if, in any circumstance that arises out of Customer's use of the Service, SkyVision or any of its suppliers is: (i) indicted, (ii) is otherwise charged as a criminal defendant, (iii) becomes the subject of a criminal proceeding, or (iv) becomes the subject of any other governmental action or threat of action by any governmental entity or representative thereof that potentially could result in the revocation, suspension, or loss of any license, ability or right to provide capacity or service to any customer, or loss of any customer's right or ability to use the capacity or service provided to it.

11.4 IP Addresses. Assignments by SkyVision to Customer of IP addresses are for the Term only, and thereafter shall revert to SkyVision. At no time do any assigned IP Addresses become the property of the Customer. Customer confirms that SkyVision retains the right to reassign the address space to another user upon the expiry or termination of the Service Agreement.

12. Confidentiality

Each Party agrees to maintain in strict confidence all 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 prior express written consent of the other. No obligation of confidentiality shall apply to the disclosed information which the recipient can demonstrate (i) was in, or comes into, the possession of recipient without obligation of confidentiality; or (ii) was developed independently without any use or reference to the disclosing party's confidential information as evidenced by written documentation; or (iii) was rightfully received without obligation of confidentiality from a third party; or (iv) was subject to a court, government or regulatory action or order pursuant to applicable law, requiring the disclosure of such information, provided, however, that recipient shall give the disclosing party prompt notice thereof so that disclosing party may seek a protective order or other appropriate remedy, and further provided that in the event that such protective order or other remedy is not obtained, recipient shall furnish only that portion of the confidential information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information.

13. **Indemnity**. Customer shall indemnify and hold SkyVision, its directors, officers, employees and assignees harmless against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable legal fees and costs of investigation, arising from any breach of this Section 13.

14. General Provisions

14.1 Public Announcements. Customer permits SkyVision to publicly mention the name of Customer as the client of SkyVision. Customer shall inform SkyVision of planned press releases on his use of the Service and shall allow SkyVision to review and comment on such planned press release prior to its issuance.

14.2 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 co-operative entity.

14.3 Assignment. The Service Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and, where permitted, assignees. SkyVision only may assign the Service Agreement and any rights hereunder and Customer hereby agrees that SkyVision shall have the right to make such assignment to a third party, without the need for notice to Customer and , Customer shall, if requested by SkyVision, provide its written consent to such assignment.

14.4 Severability. If any provision of the Service Agreement is held by a court or any governmental 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.

14.5 Third Party Beneficiaries. The Service Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assignees hereto, and nothing in the Service Agreement, express or implied, is intended to or shall confer upon any thirty party any right, benefit or remedy of any nature whatsoever under or by reason of the Service Agreement.

14.6 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.

- 14.7 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.
- 14.8 Entire Agreement. The Service Agreement sets out the entire understanding and agreement of the Parties hereto with respect to the Service, and replaces any and all former agreements, understandings, solicitations, offers and representations relating to SkyVision' performance in connection with the Service Agreement.
- 14.9 Law and Jurisdiction. The Service Agreement shall be governed by and construed in accordance with the laws of Nigeria with the exclusion of any conflict of law principle. 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 Nigeria, *provided however* that SkyVision may also submit any dispute connected with or arising under the Service Agreement to any jurisdiction where the Customer is registered or engages in business activity and Customer hereby irrevocably agrees to such submission.
- 14.10 Notices. Notices to either Party shall be sent by registered mail, fax, or email to Customer and to SkyVision at their respective addresses and fax numbers as appearing above.

SIGNED AS AT THE DATE FIRST WRITTEN ABOVE:

SkyVision Global Networks Nigeria Ltd.		Customer Please add company stamp
Name of Signatory:		Name of Signatory:

ANNEX 1

SkyVision Service Level Agreement (SLA)

This Service Level Agreement ("SLA") outlines the level of service that a Customer may expect from SkyVision for Services contracted and supplements the SkyVision General Terms & Conditions for Telecommunication Services (the "GTC").

Unless otherwise defined in this SLA, all capitalized terms will have the meanings ascribed to them in the GTC. In case of any conflict in regard to definitions between the SLA and the GTC, the SLA shall prevail.

The SLA is only valid as part of a Service Agreement between Customer and SkyVision.

AVAILABILITY

Network Definition

SkyVision Network ("**Network**") includes:

- a) SkyVision's backbone, being a data transmission network operated by SkyVision comprising of: (i) SkyVision's points of presence, (ii) leased fibre lines interconnecting SkyVision's points of presence;.
- b) Connectivity to the Internet using diverse Tier-1 Internet service providers in Europe and the United States supplemented by peering arrangements; and

Note: The Network does **NOT** include: (i) Customer Equipment; (ii) Third Party Equipment; or (iii) any other networks or network equipment which is not owned or controlled by SkyVision.

Off Network Definition

The Service may be comprised of certain services that are not part of the Network ("**Off-Network**"), including, without limitation, any aspect of the Service involving connectivity between SkyVision's points of presence and Customer's Site, which may be provided by third party network providers.

Service Availability

If SkyVision provides a Service over the Network only, then the Service will be available to Customer at a minimum average of 99.5% during any calendar month.

If a Service also consists of Off-Network aspects, then the entire Service will be available to Customer at a minimum average of 98% during any calendar month.

(each, the "**Minimum Service Availability**")

Service Availability is calculated as a percentage determined by subtracting the cumulative number of minutes that the Service is "*Unavailable*" (as defined below) during each calendar month as may be solely determined by SkyVision from the total time (in minutes) during the calendar month and dividing the result by the total time (in minutes) in the calendar month, as follows:

$$\frac{\text{Total Time} - \text{Total Unavailable Time}}{\text{Total Time}} * 100$$

"Service Unavailability" is defined as a Service outage due to failure of the SkyVision Network or Off Network resulting in Customer being unable to receive the Service. Service Unavailability shall not include the Unavailability of Service resulting from any of the following events:

1. Network and/or Off Network maintenance
2. Emergency Event
3. Acts or omissions of Customer or any person or entity on behalf of or under the control of Customer.
4. Unavailability of Customer Equipment, or any facilities or applications owned or controlled by Customer.
5. Force Majeure.
6. Any other Service Exclusion

Service Unavailability Remedy

If SkyVision determines that the Minimum Service Availability during any calendar month has not been met, Customer shall be eligible to receive a one (1) hour credit calculated on the monthly Service Charge payable in respect of the month during which the Minimum Service Availability was not met, for each cumulative hour of Service Unavailability above the maximum number of hours of Service Unavailability allowed pursuant to the Minimum Service Availability.

LATENCY

"Network Latency" is defined as twice the average time it takes a diagnostic "ping" packet (100 bytes) to enter and exit the Network.

SkyVision's Network Round-Trip Time Objectives are set out under SkyVision's table of Round-Trip Objectives appended below

CUSTOMER SERVICE

"Trouble Ticket" means: (i) notification by Customer advising SkyVision of a perceived Network and/or Off Network fault, which notification shall be provided using means authorized by SkyVision and reported to a helpdesk which SkyVision will provide for such purposes ("Helpdesk"); or (ii) when a SkyVision engineer internally registers a fault on Customer's behalf.

Priority Levels

When a Trouble Ticket is initiated with SkyVision's Helpdesk, it shall be classified according to the following priority levels:

Critical Priority (Severity 1)

The Network and/or Off Network is "down" or there is a critical impact to its business operation due to a fault with the Network and/or Off Network. SkyVision will commit all necessary resources around the clock to resolve this situation.

High Priority (Severity 2)

Operation of the Network and/or Off Network is severely degraded, or significant aspects of Customer's business operation are negatively affected by inadequate performance of the Network and/or Off Network. Customer and SkyVision will commit full-time resources during SkyVision's normal business hours to resolve the situation and standard Helpdesk resources outside of SkyVision's normal business hours.

Regular Priority (Severity 3)

Operational performance of Customer's network is impaired while most business operations remain functional as a result of problems with the Network and/or Off Network. Alternatively, a greater impact to the Service is occurring as a result of problems with Customer Equipment or Third Party Equipment. Customer and SkyVision shall commit reasonable resources during SkyVision's normal business hours to restore service to a satisfactory level or to assist Customer to resolve such problems.

Informational / Configuration Change Request (Severity 4)

Customer requires information or assistance with SkyVision service capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for configuration changes to existing Services or Service changes. Such requests will be handled within SkyVision's normal business hours.

Fault Reporting

All faults related to SkyVision Services should be reported immediately to the Helpdesk by opening a Trouble Ticket at the relevant severity level. Upon evaluation of the report or during the course of its response to the report, SkyVision may reclassify the severity based upon its evaluations.

All Trouble Tickets should be made directly to the Helpdesk.

NOTE SkyVision will make commercially reasonable efforts but it cannot assure the quoted response time for faults reported by other means.

Fault reporting

Phone	+44 20 8387 1770
E-mail	TAC@skyvision.net

When notifying a problem to the Helpdesk, Customer is requested to provide the following information to ensure efficient and proper handling of the report:

- Trouble Ticket number (if assigned)
- Customer ID or Service ID, if relevant
- Name, Company Name, Contact telephone number(s)
- Date & Time of the incident being reported
- Full description of the problem, including all relevant information available (e.g. router logs)

Resolution Process

If a problem cannot be resolved immediately, the escalation will be determined based upon the severity level assigned to the Trouble Ticket.

Business Hours

Normal business hours for SkyVision are from 06:00 GMT through 16:00 GMT, Monday to Friday inclusive not including holidays.

Any engineering work requested by Customer for Severity 3 or Severity 4 during normal business hours only shall be subject to scheduling availability and a service charge of \$150 / hour, billed in minimum one (1) hour increments.

Target Resolution Times

Critical Priority (Severity 1)

Target resolution time period will be four (4) hours from the time the report was received by a SkyVision support engineer (“**Support Engineer**”). Within two (2) hours from notification or initiation of a Trouble Ticket, Customer will receive information from SkyVision regarding the immediate actions taken to resolve the fault. If the problem persists and is caused by a malfunction of the Network and/or Off Network and/or equipment at SkyVision facilities, Customer will receive an ongoing report every six (6) hours. If the problem is still not resolved after twenty-four (24) hours, Customer will receive a written correspondence from SkyVision’s Chief Operations Officer (“**COO**”) or his representative updating the current status and a plan for resolution.

High Priority (Severity 2)

Target resolution time period will be eight (8) hours from the time the report was received by a Support Engineer. Within six (6) hours from notification of the fault, Customer will receive information from SkyVision regarding the immediate actions taken to resolve the fault. If the problem persists and is caused by a malfunction of the Network and/or Off Network or equipment owned by SkyVision, Customer will receive an ongoing report every twelve (12) hours. If the problem is still not resolved after twenty-four (24) hours, then Customer will receive a written correspondence from the COO or his representative updating the current status with a plan for resolution.

Regular Priority (Severity 3)

Within one (1) business day from notification of the problem, Customer will be informed of steps taken to resolve the problem or request. If the problem persists and is caused by a malfunction of the Network and/or Off Network or equipment owned by SkyVision, then Customer will receive an ongoing report after two (2) business days. If the problem has not been resolved after four (4) business days and is not pending action on the part of Customer, then Customer will receive a written correspondence from the COO or his representative updating the current status with a plan for resolution.

Informational or Configuration Change Request (Severity 4):

A response to Customer will be sent within two (2) business days from the receipt of an informational or configuration change request. The response may be (but not limited to) an answer to the query, confirmation of implementation of a change, or a request for additional information or clarification.

Service Claim Process

“**Service Credit**” shall mean any credit owing to a Customer under this SLA.

Initiation

To initiate a claim (a “**Service Credit Request**”) for a Service Credit, Customer shall submit a SkyVision Service Credit Request Form with complete details addressed to its assigned SkyVision Customer Service manager, within seven (7) days after the end of the month during which the event(s) took place, giving rise to the claim for Service Credit.

A Service Credit Request is considered valid, when it is supported by a Trouble Ticket number(s) and provided each such Trouble Ticket was initiated by Customer within 24 hours of the reported incident to which it relates.

Acknowledgment

SkyVision will acknowledge receipt of all Service Credit Request Forms via email within one (1) business day after such receipt and will review all requests within ten (10) business days after such receipt. Customer will be notified by e-mail upon resolution of the request. Customer shall cooperate with SkyVision in the Service Credit Request investigation. Notwithstanding the submission of a Service Credit Request, Customer must continue to pay its entire Service Charge and shall not set-off any potential Service Credit it may anticipate receiving from SkyVision.

Service Credit

SkyVision will issue a Service Credit to Customer following its approval of the Service Credit Request. A Service Credit will appear on the invoice issued in the month following the month during which the Service Credit Request was approved.

For purpose described herein, a one (1) day credit of the monthly Service Charge is deemed to equal 1/30th of such charge. Service Credits will not be compounded in any given month. Service Credit Requests shall be assessed per Service per month. Customer's eligibility to Service Credits hereunder shall constitute SkyVision's sole liability and Customer's sole remedy related to SkyVision's undertakings under this SLA.

Appendix 1

Latency Objectives

The Latency Objectives are indicated in the table below:

	W. Africa (Lagos)	Europe (London or Frankfurt)	Europe (Aflenz/Austria)	Middle East	USA (NY)	USA (Atlanta)
W. Africa (Lagos)						
Europe (London or Frankfurt)	120 ms					
Europe (Aflenz/Austria)	140 ms	20 ms				
Middle East	220 ms	100 ms	120 ms			
USA (NY)	220 ms	100 ms	120 ms	200 ms		
USA (Atlanta)	240 ms	120 ms	140 ms	220 ms	20 ms	

These figures are usually measured using averaging sample tests made every thirty minutes during a calendar month between two defined backbone routers

ANNEX 2

SkyVision Acceptable Use Policy (AUP)

Customer is responsible for the activities of its users and by accepting the Service agrees to ensure that its users fully comply with SkyVision’s Acceptable Use policy and shall not permit or assist others to abuse or fraudulently use the Internet Connectivity, including but not limited to the following:

- send unsolicited e-mail or mail bombs (or large quantities of unwanted or unsolicited e-mail) to individual e-mail accounts that may result in complaints by end-users that receive such unsolicited e-mails
- make unauthorized attempts, whether successful or not, to gain access to any account or computer resource not belonging to it
- obtain or attempt to obtain service by any means or device with intent to avoid payment
- gain or attempt to gain unauthorized access, alter or destroy information of any of SkyVision’s customers or its end-users
- knowingly engage in any activities that will or are likely to cause a denial of service (e.g. unsynchronized number sequence "syn" attacks) to any of SkyVision’s customers or their end-users
- spam (send unsolicited advertisements to individual e-mail accounts)
- use the Service to interfere with the use of the Internet backbone service by any other customers or authorized users
- use the Service in violation of applicable laws, in particular but not limited to laws regarding pornography and copyright on in aid of any unlawful acts

In case of improper use as set out above or illegal activity by either Customer or its end users, SkyVision may terminate the Service Agreement according to Section 8.3 of the GTC.

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

SkyVision reserves the right to modify this policy at any time.