

# TNM BROADBAND SERVICE AGREEMENT

Dated the.....day of ..... 2021

## Between

**TELEKOM NETWORKS MALAWI LIMITED**, of 5<sup>th</sup> Floor Livingstone Towers, Glyn Jones Road, P.O Box 3039, Blantyre in the Republic of Malawi.

## And

**WealthNet Finance** Lilongwe Private Bag B 443, Lilongwe (herein after referred to as 'the Customer')

Whereas TNM is in the business of connecting client sites to the TNM network at a guaranteed (1:1 contention) maximum bandwidth; and, in the case of internet, to further connect the client to the rest of the internet outside of the TNM network,

Whereas the Customer is contracting TNM to provide the said services at agreed locations in Malawi.

NOW therefore it is agreed as follows:

### 1. SUPPLY OF THE SERVICE

- 1.1 TNM undertakes to accept at its Point of Presence (PoP) a leased fixed wireless connection to the locations appointed by the Customer.
- 1.2 TNM shall further provide managed access to the Internet installed for the Customer ("installation site").
- 1.3 Pursuant to the provision of the service, TNM shall provide and install at the Customer's premises at Customer's expense suitable customer premises equipment (CPE) and/or other network terminating devices required to achieve the desired connection.
- 1.4 TNM will provide the specified bandwidth as dedicated with a 1:1 contention ration for the bandwidth to the installed equipment. TNM will manage the exchange of Internet Protocol ("IP") traffic between the Customer's CPE equipment and TNM's ISP network.

### 2. INSTALLATION AND MAINTENANCE

#### 2.1 Installation

- 2.1.1 Installation of the connection will be effected by TNM's approved personnel liaising with an employee of the Customer ("the named employee").
- 2.1.2 The Customer undertakes to provide full access and any personnel help necessary for the installation and maintenance of the ISP connection, and details of any changes relating to the named employee.
- 2.1.3 Once the installation is complete TNM will audit and sign-off the work carried out on the premises and handover the installation to the Customer for use and care.

### 2.2 Maintenance

- 2.2.1 TNM will provide maintenance of all hardware forming part of the ISP connection and installed within the PoP.
- 2.2.2 TNM will notify the Customer in the event of any scheduled maintenance on its network that may affect the delivery of the broadband service.
- 2.2.3 Where technically possible and the Customer's instruction, TNM will provide remote management of the hardware forming part of the ISP connection and situated at the installation site.

### 3. SERVICE LEVEL AGREEMENT

- 3.1 Where the Customer's usage qualifies in accordance with TNM's standards, the provision of the services herein by TNM shall be in accordance with the Service Level Agreement (SLA) agreed separately between the two parties.
- 3.2 Signing of the SLA shall be reserved to Corporate Customers only as and when agreed by the Customer and TNM.
- 3.3 Should there be any conflict between the terms of this Agreement and those of the SLA then the provisions of this agreement shall prevail.

### 4. CUSTOMER'S OBLIGATION

- 4.1 To purchase suitable customer premises equipment to connect to the nearest Point of Presence on the TNM network that will be configured by TNM to ensure best performance.
- 4.2 The Customer will use the services only for the intended purpose.
- 4.3 The Customer will allow access to the premises, provide adequate working space and facilities. Further, the Customer shall provide such information as may be requested by the TNM to assist in the diagnosis of faults.

### 5. TNM'S OBLIGATIONS

- 5.1 TNM shall ensure that the connection to the TNM network is available at all times save for circumstances described as force majeure in this agreement.
- 5.2 In the event of network failure, to restore the service within a very reasonable time.

### 6. EFFECTIVE DELIVERY DATE AND TERM OF AGREEMENT

- 6.1 The effective delivery date will be the first date on which IP traffic is successfully exchanged between the Customer's CPE and the TNM network.
- 6.2 The initial contract will expire on the anniversary date, being 12 months from the effective delivery date. However, the contract will continue in force automatically thereafter on a yearly basis subject to termination on a three months' written notice by either party. Such renewal shall not exceed two (2) successive automatic renewal terms.

### 7. PRICE AND PAYMENT

- 7.1 TNM will issue invoices for Traffic Charges monthly in advance to the Customer from the effective delivery date.
- 7.2 Payment for the invoiced amount shall be due 7 days after the effective delivery date.
- 7.3 TNM shall send to the Customer an invoice in respect of the service fees (bandwidth charges) due and payable on a monthly basis and which charges shall be paid by the Customer in full upon receipt of the invoice.
- 7.4 Payment shall be made by the Customer without deduction. Should the Customer fail to pay the invoiced amount within 10 days of the amount becoming due and payable, TNM shall be entitled to withhold the provision of the services until such time that the outstanding invoices are settled. Such interruption does not relieve the Customer from paying any amount outstanding.
- 7.5 Any amount in default by the Customer shall be collected by TNM with interest at a rate of 2% over the prime lending rate quoted by National Bank of Malawi, calculated monthly from the date of default until the date of payment.
- 7.6 Prices are subject to change provided and TNM shall give the Customer one (1) month notice prior to the change.

### 8. TERMINATION

- 8.1 Each party shall provide the other with three (3) months prior notice of intention to terminate this agreement.

## 9. PROPER USE OF EQUIPMENT AND SERVICE

9.1 Transmission of any material through the ISP connection or the use of the connection in violation of any Malawian Law or regulation is prohibited.

9.2 Such prohibited transmission includes, but is not limited to the transmission of copyright material, material protected as third party trade secrets or any illegal material prohibited by law.

## 10. CUSTOMER INDEMNITY

10.1 The Customer acknowledges that TNM is unable to exercise control over content or transmission of information on the Customer's network and for that reason, the Customer indemnifies TNM fully against any claim by a third party or the Customer on use or transmission or content of any material on the Customer's network.

10.2 The ISP network may be used by the Customer to link into other networks worldwide and the Customer agrees to conform to the acceptable use policies of such networks. In addition the Customer undertakes to conform to the protocols and standards defined in the following Internet documents: RFC1009, RFC1122, RFC1123 and RFC1250, and such future protocols and standards as appropriate.

10.3 In the event that communication by the Customer does not conform to these standards, or if the Customer makes profligate use of the ISP network to the detriment of TNM or other Users, TNM reserves the right to restrict passage of the Customer's communications until the Customer provides a suitable undertaking of use.

10.4 Without prejudice to the foregoing, the use of IP Multicast other than by means provided and coordinated by TNM is prohibited.

## 11. RESTRICTION ON TRANSFER

11.1 The connection provided under this agreement shall not be resold or redistributed by the Customer in any way.

11.2 Contravention of this restriction, whether the breach was successful or not, will result in the service being terminated by TNM without notice to the Customer and TNM shall be at liberty to claim compensation for the breach and the Customer shall be liable for a termination fee of three months' Traffic Charges.

## 12. THIRD-PARTY CONNECTIONS.

12.1 Any connection to a third party connection shall be done with TNM's express consent which consent shall not be unduly withheld.

12.2 Any damage arising from a connection to a third party network without TNM's consent shall be duly compensated by the Customer forthwith upon demand by TNM.

12.3 TNM shall not be liable to a third party or the Customer for any damage arising from a connection irrespective of consent or lack thereof.

## 13. FORCE MAJEURE

13.1 TNM shall inform the Customer should it be prevented from fulfilling any of its obligations in terms of this Agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo or any economic or other cause beyond its reasonable control.

13.2 TNM shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the force majeure.

## 14. LAW APPLICABLE

These Terms and Conditions are governed by and will be construed in accordance with the Laws of the Republic of Malawi.

## 15. LIST OF SERVICES:

Name of Site	Connection	Period	
	5MBPS	2YEARS	

## NETWORK

## 16. SIGNATURES

Signed on the .....day of .....2021

AS WITNESS:

1.....  
**TAWINA DZUNGU**  
**HOD- ENTERPRISE SERVICES**

2.....  
**NITTA CHIKAIPA**  
**LEGAL MANAGER**

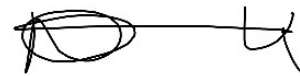
.....  
**FRANK MAGOMBO**  
**CHIEF MARKETING OFFICER,**  
**AUTHORISED SIGNATORIES FOR TNM**

Signed on the.....day of.....2021

AS WITNESS:

1.....  
**CLIFFORD MWALE**  
**HEAD OF INTERGRATION**

2.....  
**MISHECK KAMULONI**  
**CHIEF TECHNOLOGY OFFICER**



.....  
**MR.NICHOLSON KUMWENDA**  
**MANAGING DIRECTOR**  
**AUTHORIZED SIGNATORY FOR THE CUSTOMER**