

INTERNET ACCESS TERMS AND CONDITIONS FOR 5G

1. DEFINITIONS AND INTERPRETATION

1.1. Unless otherwise determined by the context, the following words will bear the meanings assigned to them hereunder:

- 1.1.1. **“This Agreement”** means the terms in this document together with the Master Service Agreement, Service Schedules, Price Schedules, SLAs, Electronic Terms and Conditions on CATS-NET’s website (including but not limited to AUP, etc) and any other annexures, schedules and/or amendments from time to time;
- 1.1.2. **Access Codes** means usernames, passwords, email addresses and other unique identifiers allowing the Customer access to the Services;
- 1.1.3. **“Business Days”** means Monday to Friday, both days inclusive, but excluding officially promulgated Tanzanian public holidays that fall on or between a Monday and Friday;
- 1.1.4. **“Business Hours”** means those hours between 08:00 to 17:00 Monday to Friday on any Business Day;
- 1.1.5. **“Commencement Date”** means the last signature date of this Agreement;
- 1.1.6. **“Converged Services” or “Services”** means telecommunication or fixed services that CATS-NET can provide to the Customer without regard to technology;
- 1.1.7. **“ECNS provider”** means electronic communications network services providers licensed to provide those services under the governing laws and regulations in the United Republic of Tanzania, other than CATS-NET;
- 1.1.8. **“Early termination penalty”** means the fees charges to the customer for terminating the Agreement early before its expiry time. The fees are detailed as attached to this Agreement;
- 1.1.9. **“Equipment”** means equipment supplied by CATS-NET to the Customer, to enable the Customer to utilize the Services;
- 1.1.10. **“Initial Period”** means a period of twenty-four months (24) or any lesser initial duration contained in any Service Schedule to this Agreement that a particular Service provided to the Customer by CATS-NET shall remain in force from the activation of the Service prior its renewal.
- 1.1.11. **“Intellectual Property”** means patents, trademarks and service marks, rights in designs, trade or business names, copyrights and data base rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these in any part of the world;
- 1.1.12. **“Monthly Service Fee” or “Monthly Recurring Charges”** means charges raised by CATS-NET to the Customer every month for using services;
- 1.1.13. **“The Network”** means the physical wireless and wired network operated and made available by CATS-NET as well as a virtual network (using Multi Packet Label Switching or related technologies) operated and made available by CATS-NET over its own network as well as the networks of ECNS providers;

- 1.1.14. “**Price Schedule**” or “**Transactional Schedule**” means a schedule under this Agreement either signed before, during or after this Agreement showing among other things the fees payable by the Customer to CATS-NET for the Services requested.
- 1.1.15. “**Service Schedule**” means, in respect of each Service which CATS-NET provides to the Customer, the Service Schedule concluded between the parties setting out, *inter alia*, a description of the Service, the fees payable, the service levels applicable;
- 1.1.16. “**Software**” means any computer programme, software or other materials installed or provided by or on behalf of CATS-NET for the purpose of using any CPE Device or the Service, including any computer programme, software or other materials embedded in or used in conjunction with the CPE and/or any electronic communications system or equipment operated or maintained by CATS-NET;
- 1.1.17. “**Users**” means the relevant authorized delegate of the Customer making use of the Services provided by CATS-NET in terms of this Agreement;
- 1.1.18. “**The System**” means, collectively, the Network, any network provided by an ECNS provider (if applicable), the Equipment and the Customer’s equipment.
- 1.2. In the event there is a conflict between the terms and conditions of the existing Agreement or any attachments, exhibits or addenda thereto and this Addendum, the terms herein shall prevail to the extent of such conflict or ambiguity.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the Commencement Date and shall continue for a period of twenty-four (24) months where after it shall be renewed every twenty-four months unless terminated in accordance with this Agreement.
- 2.2. Termination of this Agreement shall be in respect of each Service Schedule by a written notice on not less than 30 (Thirty) days, or payment in lieu thereof, delivered via mail to support@cats-net.co.tz or physically to our office (Rita Tower, 16th Floor Rita and Makunganya Street)
- 2.3. Where termination of this Agreement or any Service Schedule is at the instance of the Customer, the Customer shall pay early termination penalty as defined in this agreement.
- 2.4. Each Service Schedule shall commence on the date provided for therein and shall continue for the period provided for therein or for an Initial Period unless terminated as indicated in clause 2.2 above or as indicated in the respective Service Schedule.
- 2.5. No early termination penalty will be paid by the Customer if a terminated Service Schedule is replaced by an upgraded service or service component at the same site which renders the prior Service Schedule obsolete. Early termination will continue to apply for the most recent or active Service Schedule accordingly.
- 2.6. Notwithstanding clauses 2.1 to 2.4 above, for Customer who has its own device (not purchased from CATS-NET) terminated by giving 30 days’ notice to CATS-NET, early termination penalties will not be applicable, also CATS-NET shall not be liable in any way for poor performance issues associated with these third party devices.

- 2.7. The Customer shall give a written notice of intention not to renew the Agreement or a respective Service Schedule at least thirty (30) days prior to expiration of the existing duration via email sent to support@cats-net.co.tz or deliver the same to our good office.
- 2.8. In the event no notice of renewal is issued by the Customer and this Agreement is not terminated then the same terms and conditions shall continue to apply.

3. SERVICE DESCRIPTION

- 3.1. CATS-NET provides internet services to customer by using Fixed Wireless Access i.e., a 5G or 4G LTE wireless technology, Equipment is provided to customer to enable fixed broadband access using radio frequencies instead of cables.
- 3.2. CATS-NET will activate sim cards as per selected Package.

4. CHARGES AND FEES AND PAYMENT TERMS

- 4.1. The charges and fees payable by the Customer as well as the payment terms and discount if any in respect of any service shall be specified in the relevant Service Schedule.
- 4.2. Where any Service is activated by CATS-NET on any day of a month other than the first day, the Customer shall be charged a pro-rata portion of the monthly fees in respect of that month.
- 4.3. Billing shall commence immediately following successful installation of the access link,
- 4.4. Save as expressly stated to the contrary, all prices specified in any Service Schedule and or Price Schedule shall be inclusive of:
 - 4.4.1. Value-added tax and any other taxes, duties and other imposts of whatsoever nature which shall likewise, be payable by the Customer;
- 4.5. All payments shall be made in Tanzanian Shilling or United States Dollars (USD) by the Customer to CATS-NET and shall be made free of deduction, set off, bank charges or commission or any other demand whatsoever. The Customer shall pay to CATS-NET all invoiced amounts due within 30 (thirty) days from the date of the invoice.
- 4.6. The computerized accounts of CATS-NET or any certificate signed by any credit manager of CATS-NET shall be *prima facie* proof of all payments made by the Customer and the validity of all charges and fees payable by the Customer pursuant to this Agreement and of the amounts outstanding at any time by the Customer.
- 4.7. Should any payment by the Customer not be made on due date thereof, CATS-NET may, in its sole discretion, levy interest on any unpaid or overdue amount. The rate of interest to be used shall be the medium of the prevailing commercial bank lending rate in Tanzania from the Bank of Tanzania
- 4.8. Communications vide e-mail for purposes of sending invoice shall be sufficient and appropriate mode of communicating the invoice to the Customer.
- 4.9. Notwithstanding the foregoing, CATS-NET shall charge the Customer a non-recurring fee and associated charges incurred in connection or all installations pertaining to the Services envisaged herein.
- 4.10. In the event of the Customer disputing an invoice, The Customer must present that dispute regarding the invoice in writing within thirty (30) days from the date of the

invoice or hereby irrevocably waives the right to challenge the Charges subsequently. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid pending resolution of the dispute. Parties shall endeavor to resolve any disputed invoices within 10 business days.

- 4.11. All payments shall be deposited in cash or by means of electronic transfer of funds directly into the banking account provided by CATS-NET in writing or cheque to be delivered to CATS-NET office or picked by authorized CATS-NET debt collector.

4.12. **SECURITY DEPOSIT**

- 4.12.1. Where applicably required, Customer shall deposit with CATS-NET on or before the Commencement Date, the Security Deposit designated herein. The Security deposit shall be held by CATS-NET as security for the full and faithful performance by Customer of all the terms and conditions of this Agreement to be performed by Customer during the term of this Agreement. The security deposit is not an advance deposit towards the services provided herein or of any other kind. If Customer defaults with respect of any of its obligations under this Agreement relating to payment, CATS-NET shall use, apply or retain all or any part of the Security Deposit for the payment of outstanding amounts or any other sum in default upon giving 5 days' notice to the Customer.
- 4.12.2. If any portion of the Security Deposit is so used or applied, Customer shall within five (5) days after demand therefor, deposit cash with CATS-NET in an amount sufficient to restore the Security Deposit to its original and failure to do so shall constitute a default and CATS-NET shall be entitled to terminate this Agreement without the necessity of further notice to the Customer.
- 4.12.3. If Customer shall fully and faithfully perform its payment obligations to be performed by it, the Security Deposit or any balance thereof shall be returned to Customer after termination or expiration of this Agreement. Customer shall not be entitled to interest on such Deposit.

5. ADJUSTMENT OF CHARGES

- 5.1. Notwithstanding anything to the contrary herein contained, CATS-NET shall have the right, by one (1) month's written notice to the Customer, to vary the charges and fees payable by the Customer thereto, provided that:
- 5.1.1. In the case of Service which are not regulated by a regulatory authority, any increase levied by CATS-NET in terms of this Agreement shall not be unreasonably high; and be confirmed by both parties prior to implementation.
- 5.1.2. In the case of Services which are regulated by a regulatory authority, any increase levied by CATS-NET in terms of this Agreement shall not exceed those charges and fees lodged with and approved by the regulatory authority.
- 5.2. Without in any way derogating from the provision of sub clause 5.1, where the review is downward, CATS-NET shall not be obliged to give any notice to the Customer.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1. The Customer shall, at all times, comply strictly with all restrictions imposed on computer networks by legislation through which any information and/or data transmitted by the Customer passes.
- 6.2. The Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:
 - 6.2.1. In any manner damages CATS-NET's technical infrastructure or the Network any part thereof;
 - 6.2.2. Impedes, impairs or precludes CATS-NET from being able to provide the Services in a reasonable and business-like manner; and/or
 - 6.2.3. constitutes an abuse or misuse, whether malicious or otherwise, of the Services.
- 6.3. The Customer shall not:
 - 6.3.4. Allow any person other than its personnel and authorized parties, access to the Services; and/or
 - 6.3.5. Use or allow others to use the Services for any improper, immoral or unlawful purpose.
- 6.4. The Customer acknowledges that all or any Access Codes allocated to or created by the Customer are personal to the Customer. The Customer undertakes to maintain the security and confidentiality of Access Codes and hereby indemnifies CATS-NET against any loss or damage suffered by CATS-NET arising out of the disclosure by the Customer of any Access Code.
- 6.5. Notwithstanding the provisions of clause 6.4 above, the Customer acknowledges that all Access Codes allocated to the Customer by CATS-NET are and shall at all times remain the property of CATS-NET and are provided to the Customer for its use for the duration of the Service Schedule in terms of which they are allocated or created. The Customer shall not be entitled to sell, lease, transfer, assign, encumber or otherwise alienate its rights in and to such Access Codes.

7. DEVICE OWNERSHIP

- 7.1. The Customer acknowledges and agrees that all rights of ownership of device provided by CATS-NET shall vest to CATS-NET during the first 24 months (Initial Period) after which ownership shall pass on to the customer provided that the Customer has made payment in full of all amounts of whatsoever nature due by it to CATS-NET during the Initial Period.
- 7.2. In case Customer terminates the Agreement before the expiry of the initial period, the device shall be returned to CATS-NET.
- 7.3. Notwithstanding the provisions of clause 7.1 above all risk in and the responsibility for the device shall pass to the Customer upon delivery thereof.

8. WARRANTIES

- 8.1. CATS-NET warrants unto and in favor of the Customer that:

- 8.1.1. It has the necessary competency to fulfil its obligations as set out in this Agreement and the Services shall be of the industry standards in terms of quality and service and shall be rendered in a proper, professional and workman-like manner by appropriately qualified personnel;
- 8.1.2. To the best of its knowledge, no claim, lien or action exists or is threatened against CATS-NET which will interfere with the Customer's rights under this Agreement; and
- 8.1.3. All regulatory licenses, permits, approvals, authorizations and consents required to perform the Services have been obtained.
- 8.2. Where any equipment is purchased by the Customer from CATS-NET, CATS-NET undertakes to cede to the Customer all warranties and/or guarantees on the equipment provided by the manufacturer and shall provide the Customer with all documentation detailing the terms and conditions thereof as well as any exclusion therefrom. It will be the customer's responsibility to obtain these from CATS-NET.

9. MONITORING OF CONTENT AND COMMUNICATIONS

- 9.1. The Customer acknowledges and agrees that in the event that CATS-NET, in its sole discretion and if obliged by any applicable law, determines that any content hosted by CATS-NET, published by CATS-NET on the Customer's behalf or transmitted by the Customer by means of the Service ("**Content**") is in violation of any law, CATS-NET shall be entitled to:
 - 9.1.1. Request the Customer to forthwith remove, amend or modify such Content;
 - 9.1.2. Terminate the Customer's access, with notice, to any Service and/or suspend or terminate any Service if the offending content is not remedied forthwith.
 - 9.1.3. Delete, without notice, the offending Content if the offending content is not remedied forthwith.
- 9.2. The Customer hereby indemnifies and holds CATS-NET harmless against any liability, claims, fines or other penalties from regulatory authorities of whatsoever nature imposed on CATS-NET by any person arising either directly or indirectly out of the Content or usage of services or the publication or hosting or transmission thereof or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct), or relating to use of the services that is outside the purpose, scope or manner of use authorized by this Agreement and Applicable Laws.

10. CHANGE CONTROL PROCEDURE

- 10.1. No alteration or variation of this Agreement or any Service Schedule shall be of any effect unless and until agreed upon between the parties in writing except where it is related to lowering charges by CATS-NET. Pending agreement between the parties in respect of any variation or alteration of this Agreement or any Service Schedule, CATS-NET shall provide the Services in accordance with such agreed terms and conditions that have been reduced to writing and signed by or on behalf of the parties.

11. NEW TECHNOLOGIES AND ADDITIONAL SERVICES

- 11.1. CATS-NET shall provide the Services using such up-to-date technology which is made generally available to its other customers. CATS-NET shall promptly notify the Customer of potential enhancements and improvements that it believes the Customer may wish to consider implementing. If the Customer learns of a potential service enhancement or improvement to an existing Service (“**New Technologies/Additional Service**”), provided that such enhancement or improvement is offered by CATS-NET to its customers, the Customer may request information from CATS-NET in order to evaluate its interest in implementing such enhancement or improvement.
- 11.2. Upon the Customer’s request, CATS-NET shall provide the indicative price, performance specifications, installation interval, or effects then known to CATS-NET of any New Technologies/Additional Service. The provision of the new technology or additional services shall be subject to CATS-NET standard charges and the then applicable standard terms and conditions.

12.DISCONTINUATION OR SUBSTITUTION OF TECHNOLOGY

- 12.1. CATS-NET reserves the right in its sole discretion, without cost or penalty to itself, to substitute or discontinue (in whole or in part) the technology in terms of which the Services are delivered to the Customer, provided that CATS-NET shall be obliged to furnish the Customer with fourteen (14) days prior written notice of such substitution or discontinuation.

13.SUSPENSION OF THE SERVICES

- 13.1. CATS-NET shall be entitled, without prejudice to any right it may have in terms of this Agreement or at law, at any time within 72 hours’ notice or such notice as may be reasonable in the circumstances to suspend provision of the Services or any part thereof in any of the following circumstances:
- 13.1.1. for so long as the Customer remains in breach of its obligations under this Agreement;
- 13.1.2. In the event that the quality of the Services, the System or the operation of the Network is adversely affected due to any act or omission on the part of the Customer; and/or
- 13.1.3. In the event that the Customer infringes the intellectual property rights of any third party in relation to the provision of the Services.
- 13.2. CATS-NET shall be entitled, at any time within 24 hours’ notice to the Customer, to suspend provision of the Services or any part thereof for the purposes of modifying, expanding, maintaining or repairing the System and/or the Network; and/or
- 13.3. All liability on the part of CATS-NET for any loss or damage (whether direct or consequential) incurred or for any costs, claims, or demands of any nature arising out of the suspension of the Services as contemplated in clause 13.1 above, is excluded.
- 13.4. Should the provision of the Services be suspended by CATS-NET for the purpose specified in clause 13.2 above for a period in excess of 24 (Twenty-Four) consecutive hours, the Customer shall be entitled to a credit equal to a pro rata portion of the basic

monthly subscription fee payable in respect of the disrupted Services as set out in the relevant Service Schedule.

- 13.5. Notwithstanding the provisions of clause 13 above, nothing contained in this agreement shall be construed as precluding the right of CATS-NET to suspend and or lock the provision of all or any services to the Customer in this agreement in the event that the Customer has failed to comply with this agreement and or has failed to pay bills due in accordance with clause 4 herein above.

14. INTELLECTUAL PROPERTY AND PRIVATE INFORMATION

- 14.1. Each party ("the Owner") shall be deemed to be the proprietor of all its intellectual property and all associated goodwill and the other party ("non owning party" hereby acknowledges that it will not gain or attempt to gain any right, title or interest in intellectual property or goodwill of the Owner without the Owner's prior written approval.
- 14.2. CATS-NET shall retain all data either provided by the customer or generated through the provision of the Service ("Customer Data") as well as all information relating to the Customer in terms of its categorization within a group or type based on various demographic, psychographic and/or geographic characteristic ("Customer Profile Data") in in accordance with its Privacy Policy and to be used only in connection with this agreement.
- 14.3. The Customer shall not, without the prior written consent of CATS-NET copy, decompile, reverse engineer or modify the Software in any way or copy the operating manuals or other documentation made/created by CATS-NET

15. LIMITATION OF LIABILITY

- 15.1. Each party under this agreement shall be liable to the other party for direct damages only. The maximum liability of CATS-NET under this Agreement in respect of any claim for direct damages by the Customer in respect of any alleged misconduct, negligence or any reason whatsoever on the part of CATS-NET shall be limited to 12 months fees paid by the Customer to CATS-NET in the period immediately preceding the month in which the incident arose which gave rise to the claim. CATS-NET shall not be liable to the Customer for any loss, cost and/or damages including, but not limited to, indirect and/or consequential loss, arising from this agreement. This exclusion of liability shall relate to claims of breach of contract as well as for alleged negligence on the part of CATS-NET.
- 15.2. Under no circumstances whatsoever shall any party be liable for any indirect, incidental or consequential damages, (including, but not limited to, damages for loss of business, profits, revenue, data, use, or other economic advantage) incurred by the other party, arising out of or relating to this Agreement and/or any Service Schedule.

16. CONFIDENTIAL INFORMATION

- 16.1. The parties acknowledge that any information supplied in connection with this agreement or in connection with each other's personal or business affairs which have or

may in any way whatever be transferred or come into the possession or knowledge of the other may consist of confidential or proprietary data, disclosure of which to or use by third parties might be damaging to the party concerned.

16.2. Each party agrees to keep all information disclosed by the other party confidential and shall confine knowledge of such information only to its employees who require such knowledge in their performance of its obligations in terms of this agreement.

16.3. The terms of the Agreement between the parties set out herein are intended to be confidential at all times. Accordingly, both parties agree and undertake that they will not disclose the terms of this Agreement to any third party and in particular, will not issue any press statement or release in regard to this Agreement without the prior written consent of the other as well as the approval of the content of and by the other party of such statement or release.

17. ASSIGNMENT AND SUBCONTRACTING

17.1. The Agreement is specific to the Customer and the Customer shall not be entitled to cede or assign its rights and/or delegate its obligations, either partially or entirely, to a third party without the prior written consent of CATS-NET.

17.2. CATS-NET shall be entitled to subcontract any or all of obligations under this contract with consent of the Customer, which shall not be unreasonably withheld.

18. TERMINATION FOR BREACH

18.1. In the event of the Customer on the one hand or CATS-NET on the other (hereinafter referred to as “**the defaulting party**”):

18.1.1. Committing or allowing the commission of any breach of this Agreement or any Service Schedule and failing to remedy that breach within a period of 10 (ten) days after receipt of written notice to that effect from the party not so in breach (“**the aggrieved party**”); then in such event the aggrieved party shall have the right, (but shall not be obliged), forthwith to cancel this Agreement or the applicable Service Schedule (either wholly or in relation to the affected portion) or to claim specific performance, in either event without prejudice to the aggrieved party’s rights to claim damages. The aforesaid is without prejudice to such other rights as the aggrieved party may have at law.

18.2. Notwithstanding anything to the contrary contained herein, either party may, without prejudice to its rights in terms of the Agreement or at law, immediately terminate the Agreement, or any Service Schedule appended to the Agreement, in the event that the other party:

18.2.1. Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory, or under judicial management, in either case whether provisionally or finally;

18.2.2. Takes steps to de-register itself or is de-registered; or

18.2.3. Commits an act which would be an act of insolvency.

18.3. Upon termination of this Agreement for whatsoever reason:

18.3.4. the Customer shall no longer be entitled to use of the Equipment and will forthwith tender return of the Equipment to CATS-NET who shall be entitled to enter any premises where the Equipment is located to recover the same.

18.3.5. the Customer shall forthwith make payment to CATS-NET all outstanding amounts as well as all current amounts due as at the date of termination.

19. GOVERNING LAW AND DISPUTE RESOLUTION MECHANISM

19.1. This Agreement shall be governed by the laws of the United Republic of Tanzania. Any dispute arising out of or in connection with this Agreement, whether in relation to termination and or cancellation, payment, performance, penalty or any matter thereto which the parties fails to resolve amicably, either party shall have a liberty to refer the dispute for determination by any court of law with competent jurisdiction to adjudicate the same

20. FORCE MAJEURE

20.1. Neither party shall be liable to the other for inability to perform or delayed performance in terms of the Agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as “**a Force Majeure Event**”).

20.2. For the purposes of this clause a Force Majeure Event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law, epidemics or quarantine restrictions or any other cause beyond the reasonable control of the party effected.

20.3. Should CATS-NET party be unable to fulfil a material obligation under this Agreement or any Service Schedule, as the case may be, for a period of not less than 30 (thirty) days due to circumstances beyond its control more fully set out in clauses 20.1 and 20.2 above, and be unable to provide a suitable temporary alternative to the affected Service or Service Element, as the case may be, then the Customer may terminate this Agreement or the applicable Service Schedule.

20.4. Notwithstanding anything to the contrary herein contained, as an alternative to termination in terms of clause 20.3 above, in the event of a Force Majeure Event, the Customer may, at its option, extend this Agreement or the applicable Service Schedule (whichever is appropriate in the circumstances) for a period equal to the period during which the Force Majeure Event subsists.

21. DOMICILIA AND NOTICES

- 21.1. The parties choose *domicilium citandi et executandi* (“**domicilium**”) for the purposes of the giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this Agreement, as follows:
- 21.1.1. At 16th Floor, Rita Simu/Makunganya Street, P.O. Box 2569 Dar es Salaam, Tanzania.
- 21.1.2. The Customer details will be as submitted in the Registration Form.
- 21.2. Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

22. COMPLIANCE WITH ANTI-BRIBERY LAWS

- 22.1. Either Party shall:
- 22.1.1. Comply with all Applicable Law relating to bribery and corruption including:
- 22.1.1.1. The UK Bribery Act 2010
- 22.1.1.2. The US Foreign Corrupt Practices Act
- 22.1.1.3. Prevention and Combating of Corruption Act, 2007
- 22.2. Not do or omit to do anything likely to cause the Other Party to be in breach of any such Applicable Law;
- 22.3. Not give, offer, promise, receive, or request any bribes, including in relation to any public official;
- 22.4. Maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with the law under clause 22.1.1 including the monitoring of compliance and detection of violations; and
- 22.5. Reasonably assist the other Party, on that other Party’s reasonable request and expense, to comply with obligations related to bribery and corruption required by the law referred to in clause 22.1.1
- 22.6. Only be paid, for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in its name;
- 22.7. Promptly notify the other party of any allegation of fraud, bribery or corrupt or unlawful practices made against it in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations; at any time during the term of this Agreement;
- 22.8. Indemnify the other party and its directors, officers, employees, agents and affiliates against all losses which they have suffered as a result of breach or deemed breach of this clause by the Defaulting Party.
- 22.9. If CATS-NET (acting in good faith) determines that there has been a breach by the Customer of this clause, CATS-NET shall have the right to terminate this Agreement without prejudice to CATS-NET’s rights under this Agreement or at law.

23. SANCTIONS AND TRADE/EXPORT CONTROL LAWS

- 23.1. The parties shall each comply with the Applicable Laws relevant to this Agreement. Each party shall have an obligation to notify the other in the event of a

breach of such laws or a change of status in respect of Sanctions and Trade controls. In such circumstances, each party shall have the right to suspend services or terminate the agreement with immediate effect and without liability.

23.2. Applicable Law means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to

23.2.1. CATS-NET in the provision/receipt of the Services and/or

23.2.2. The Customer in the receipt of the Services or the carrying out of its business.

Such laws specifically include Sanctions and Export controls restrictive measures.

24. GENERAL CLAUSES

24.1. Nothing in the Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against the other in any way for any purpose.

24.2. The terms and conditions of this Agreement shall be binding upon the assigns and/or other successors-in-title of the parties from time to time.

24.3. No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorized representatives of both parties.

24.4. If any provision of the Agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of the said provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

24.5. The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or provision that it has or may have hereunder operate as a waiver of that right or power or of any breach or default by the other party.

24.6. This Agreement, together with all schedules, appendices, Service Schedules, annexures and/or amendments from time to time and any specifically referenced documents if applicable, constitutes the complete and exclusive statement of the Agreement between the Parties and supersedes all prior or contemporaneous agreements, promises, representations, understandings and negotiations between the Parties, whether written or oral, with respect to the subject matter hereof.

24.7. This Agreement may be executed in any number of counterparts, either electronically or manually, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and shall

have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

25.ACCESS

- 25.1. CATS-NET shall provide a Router (4G or 5G) required upon which the customer acknowledges and agrees that it shall continue to pay the Monthly Service Charge for 24 months.
- 25.2. The 5G network will only be available in the 5G activated areas, other areas will continue to enjoy our reliable available network.

26.OBLIGATIONS OF THE CUSTOMER

- 26.1. The Customer shall not use or permit the services to be used in any manner or for any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or is likely to cause congestion in or disruption of the Service offered by CATS-NET or use the services in contrary to the Tanzanian Laws and or regulations.

27.SERVICE LEVEL AND KPI'S

- 27.1. CATS-NET shall use its best endeavors to ensure that the Service is provided to the best industry standard save for force majeure circumstances as contained in the General Terms and Conditions. The Customer acknowledges and agrees that the provisioning of certain Shared Access Links provided by CATS-NET are subject to operational limitations which may impact the provision of the Service.

28.EARLY TERMINATION

- 28.1. Early Termination Penalty shall apply as follows:

Early Termination Cost (Device Included)

Product Name (Unlimited Internet, no data cap)	Less than 12 Months, Device Unit Price	After 12 Months but less than 24 Months, Device Unit Cost
Upto 30Mbps	TZS 392,000	TZS 196,000
Upto 50Mbps	TZS 392,000	TZS 196,000

29.OWNERSHIP OF SIM-CARDS & APPARATUS

- 29.1. The Customer acknowledges and agrees that all rights of ownership attaching to the SIM cards vest to CATS-NET except those initially registered in the Customer or Subscriber's name. Customer undertakes, acknowledges and warrants that it has taken all reasonable steps to procure consents from Subscribers and or Users whose SIM cards have been registered in their names to be bound by the terms of this Agreement. Also, ownership of equipment provided by CATS-NET shall vest to CATS-NET during the

Initial Period or the Renewal Period, as the case may be, as per the Transaction Schedule to which such Apparatus relates.

29.2. Notwithstanding the provisions of clause 8.1 above all risk in and the responsibility for the SIM cards and the equipment shall pass to the Customer upon delivery thereof.

29.3. Upon expiry of the Initial Period or the Renewal Period, as the case may be, of the relevant Transaction Schedule, ownership of the equipment relating to such Transaction Schedule shall pass to the Customer, provided that –

29.3.1. The Customer has made payment in full of all amounts of whatsoever nature due by it to CATS-NET during the Initial Period; and

29.3.2. The equipment has not been upgraded during the Initial Period.

30. BLACKLISTING OF APPARATUS

30.1. Notwithstanding any matter to the contrary in this agreement, CATS-NET may in accordance with the law blacklist any Apparatus or SIM card in the event of the Customer defaulting in respect of its payment obligations or there is a report of any crime that requires blacklisting. The Customer indemnifies CATS-NET in respect of any claim of whatsoever nature arising out of CATS-NET exercise of the right conferred hereunder.

30.2. In addition to the foregoing the Customer agrees that in the event of blacklisting of any SIM Card by CATS-NET, CATS-NET shall be indemnified by the customer who shall be responsible for all loss occasioned by such blacklisting and shall be responsible for all claims by registered subscribers of blacklisted SIM Cards.

31. THEFT OR LOSS OF SIM CARD

31.1. The Customer undertakes to notify CATS-NET in writing of the fact that a SIM card is lost, stolen, damaged or destroyed. The customer shall not be liable for any loss, liability, damage or expense incurred or suffered by the CATS-NET after notification save that the customer will continue to be liable to pay to CATS-NET Monthly recurring charges (MRC) applicable to such SIM card. The safety of the SIM card and equipment is the responsibility of customer, but CATS-NET shall replace the SIM card within one hour from notification as per provided SLAs attached below. Following such report, CATS-NET may at its own discretion temporarily or permanently disconnect from the System a lost, stolen, damaged or destroyed SIM card on receipt of the Customer's notification of such incident and in the event of such disconnection, CATS-NET shall suspend billing for the respective services for the duration of the disconnection.

31.2. In addition, the Customer, User and/or any other person who was in possession, or had control of the SIM-card when it was lost, stolen or destroyed shall, report to a police official at any police station.

32. SERVICE LEVEL AGREEMENT

Definition:

“Service Levels” means any service levels, competency standards and/or key performance indicators (KPIs) as shown herein below;

SERVICES AND SERVICE LEVELS

32.1. CATS-NET shall provide the Services with availability of 95% and undertakes to use its best endeavors to adhere to the Service Levels set out herein below in respect of the following: the connection of new services, minimum stock for the ISP’s usage, warranty period, sim swap, stolen apparatus, roaming, value added services, cancellation process, user detail amendments, termination of services, payment, delivery times.

SN	DESCRIPTION OF SERVICE	LEAD TIME	MEANS OF MEASUREMENT
1	CONNECTION OF NEW SERVICES		
1.1	All new services will be provided upon request by the customer. All official orders must be signed and e-mailed to the following e-mail address support@cats-net.co.tz	New services to be activated within 48 hours after receipt of the customer’s confirmation.	95% of requirements are met.
1.2	All contract upgrades shall be done upon request from the Customer. All official orders must be e-mailed to the following e-mail address support@cats-net.co.tz		
1.3	SIM Cards will be activated directly after confirmation of the Customer.	To be activated within 24 business hours of customer confirmation.	
3	WARRANTY PERIOD		
	CATS-NET will pass on all warranties received from suppliers and manufacturers. Apparatus is guaranteed against any manufacturing fault for a period of 12 months. Warranties on apparatus become null and void when damaged by liquid or through user abuse or misuse.	All warranties verified by IMEI number on apparatus or date of purchase.	All warranties verified by IMEI number on apparatus or date of purchase.
4	SIM CARD REPLACEMENTS AND SIM SWAPS		

4.1	Faulty SIM cards will be replaced within standard delivery times after it has been reported.	Standard delivery time is within 1 hour	
4.2	Activation of orders of replacement SIM cards can be requested through support@cats-net.co.tz	SIM card to be activated free of charge. Correct MSISDN & SIM card details to be furnished by the customer.	95% of faulty SIM cards to be swapped or replaced within standard delivery times as set out in clause 4.2.
4.3	The responsibility to provide correct MSISDN with the corresponding SIM card number lies with the customer. CATS-NET will not be held liable for incorrect SIM card activations which result from incorrect MSISDN or SIM card details being furnished by the customer. SIM cards will be charged at the then current rate.		Activation of all replacement SIM cards within 1 hour on business days from receipt of request.
5	STOLEN APPARATUS		
5.1	During office hours CATS-NET will at its own reasonable discretion suspend a SIM card on receipt of a request made by the customer to the following e-mail address support@cats-net.co.tz and noc@cats-net.co.tz	Dialing 0652098283/0687514937/0756531508. The operator’s particulars, the time, and date will serve as reference for future enquiries.	After 1 hour the Customer will not be held responsible for any call charges made with the stolen apparatus and SIM card after the SIM card suspension request has been e-mailed as prescribed.
5.2	CATS-NET will blacklist apparatus on an e-mailed request comprising a duly completed blacklist form. This documentation must be e-mailed to the following e-mail support@cats-net.co.tz and noc@cats-net.co.tz		
5.3	Even after working hours, customer can still call the numbers provided to request suspension of SIM cards. This will enable the user to request suspension of a SIM card relating to an MSISDN. Confirmation by e-mail to support@cats-net.co.tz and noc@cats-net.co.tz is required on the following business day to confirm suspension. Office hours are defined as 08:00 – 17:00 on business days.		
6	CANCELLATION PROCESS		

6.1	All cancellation requests must be e-mailed to the following e-mail address support@cats-net.co.tz and copy noc@cats-net.co.tz	Price schedule will be cancelled provided that the prescribed written notice has been furnished by e-mail to address support@cats-net.co.tz and noc@cats-net.co.tz	
6.2	When the last day of the month falls on a day other than a business day, deactivation will be effected on the first business day preceding such day.		
7	USER DETAIL AMENDMENTS		
	Amendments to user details must be e-mailed to the following e-mail address support@cats-net.co.tz and noc@cats-net.co.tz . Changes will reflect on following billing run.	User details to be changed within 48 business hours upon receipt of e-mail to the following e-mail address support@cats-net.co.tz and noc@cats-net.co.tz.	95% of user details to be changed upon receipt of an e-mail.
8	TARIFF MIGRATIONS		
	All tariff migration requests to be e-mailed to the following e-mail address support@cats-net.co.tz	Tariff migrations to be performed upon receipt of an e-mail on the following e-mail address support@cats-net.co.tz provided that such migration request is received prior to the 25th day of the month preceding the month during which the migration is to be effective all applicable early migration fees have been paid by the Customer.	95% of tariff migrations to be performed upon receipt of an email to address support@cats-net.co.tz provided that such migration request is timeously received.
9	DELIVERY TIMES		
9.1	The standard delivery times subject to stock availability shall mean -current stock it will be within 3 hours (DAR) if stock is available, If stock is unavailable 8 weeks		

	SIM Card shall be replaced in 1 hour.		
--	---------------------------------------	--	--

33.CATS-NET ESCALATION MATRIX