

# Master Service Agreement

## Habari Node Limited

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Effective Date: July 1<sup>st</sup>, 2010

The person or entity signatory (hereinafter the Subscriber) who signs or places the Service Order for services agrees to the following Terms and Conditions of this Service Agreement. The Subscriber hereby represents and warrants that he or she is eighteen years of age or older, and is under no disability that would render him or her unable to enter into, be fully bound by and fully perform in accordance with the provisions of this Agreement. Access to Habari Node Limited services is provided subject to the following terms and conditions.

## General Terms and Conditions (GTC)

### 1. The Service Contract:

These General Terms and Conditions for Internet Services (the “GTC”) shall govern the services provided by Habari Node Limited to the Subscriber pursuant to individual Service Orders which shall be executed by and between the Parties, as may be amended, updated and supplemented from time to time by the Parties (through, a “Service Order”). This GTC together with any and all Service Orders shall form the “Service Agreement” between the Parties. This Service Contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreement between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. **Note:** Use of Habari Node Limited services constitutes acceptance and agreement of this Service Agreement.

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

- **Annex 1:** Service Level Agreement (“SLA”)
- **Annex 2:** Acceptable Use Policy, as may be amended from time to time (“AUP”) by Habari Node Limited.
- **Annex 3:** Service Order Form (“SOF”)

### 2. Term of Service Agreement:

- 3.1 Term of GTC: The GTC shall remain effective for as long as any Service Order remains in effect.
- 3.2 Term of Service Order: Each Service Order shall remain in effect for an initial term as set out in the Service Order (the “Initial Term”). In the event the Service Order shall not expressly set

out the Initial Term thereof, then the Initial Term shall be One (1) year from the Service Commencement Date. This agreement shall automatically renew upon each anniversary date.

### 3. The Service and Delivery of Service:

- 3.1. The Service: The service shall be provided in accordance with the Service Order issued by the Subscriber and accepted by Habari Node Limited for such service. In the event of any inconsistency between the terms of a Service Order and the GTC, the Service Order shall take precedence.
- 3.2. Service Ordering Procedure: To order a Service, the Subscriber shall send in a Service Order in form of either a signed Purchase Order, an electronic mail (email), or by filling in Habari Node Limited Service Order Form requesting for a service and / or by making the required payment for the service needed.
- 3.3. Delivery of Service: Upon receiving a Service Order with the required payments, Parties shall cooperate to have the service commence on a mutually agreed date.
  - 3.3.1. Upon installation and initial testing of the service by Habari Node Limited, Habari Node Limited will notify the Subscriber (either verbally, or through electronic mail or through a Technician Visit Report) that the service has been activated and is available for use by the Subscriber (a “Service Commencement Notification”).
  - 3.3.2. Unless the Subscriber delivers to Habari Node Limited, within seventy two (72) hours of the date of a Commencement Notification, written notice accompanied by documented evidence certifying that the Service has not been installed and is not functioning substantially in accordance with the terms of the Service Order, the Subscriber shall be

deemed to have accepted the Service as of the date of the Service Commencement Notification and such date shall constitute, for the purposes hereof, the "Service Commencement Date", regardless of whether the Subscriber is otherwise prepared to accept delivery of the Service. The Subscriber failure to comply with the requirements specified in Section 4 below shall not defer the Service Commencement Date nor shall it entitle the Subscriber to reject the Service.

3.3.3. In the event that the Subscriber notifies Habari Node Limited 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 Habari Node Limited shall correct any deficiencies in the Service within Three (3) business days from receipt of notification and thereafter deliver a new Service Commencement Notification to the Subscriber, following which the process stated herein shall be repeated.

3.4. Service Configuration: Habari Node Limited reserves the right to change or alter the configuration of the components of each Service, or to alter delivery platforms thereof with the intention to improve or upgrade or expand services. Habari Node Limited shall use commercially reasonable efforts to give prior notice of such change or alteration in the case that Habari Node Limited considers that this may temporarily interrupt or degrade the Service. Subscriber shall cooperate with Habari Node Limited in making any necessary adjustments in Subscriber's equipment.

#### 4. **Service Equipment and Site preparation**

4.1 Service link Equipment: Habari Node Limited will supply the necessary equipment's for establishing the service link as notated on the Service Order / Quotation / Proforma Invoice and/or as per payments done by the Subscriber. All equipment's supplied to and paid for by the Subscriber will remain the property of the Subscriber. The Subscriber hereby warrants and represents that it has all the equipment and facilities required for the Service and for the installation of Third Party Equipment. Habari Node Limited assumes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Subscriber Equipment used for the Service. Subscriber shall bear all risk of loss, theft, fire, windstorm, lighting, or other hazard.

4.2 Subscriber Site Preparations: Subscriber shall be responsible to make all necessary preparations at own site, at own sole risk and expense, for the receipt of the Service and the installation of any Third Party Equipment and its own Equipment. Subscriber shall be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for any Third Party Equipment installed. Furthermore, Subscriber warrants and represents that as the owner of premises is authorized, or has been authorized by the owner of the premises to permit the installation upon the premises occupied by Subscriber of all equipment necessary to provide internet service pursuant to this agreement. Subscriber shall indemnify and hold Habari Node Limited harmless from any claims of loss or damage to the premises by any third party, which

claims are related in any way to Habari Node Limited installation of equipment and provision of Internet service.

- 4.3 No Excuse: Subscriber failure to comply with its obligations set out in this Section 4 shall not delay the Service Commencement Date and shall not excuse the Subscriber from meeting its payment obligations under each Service Order.

## 5. Charges and Payment Terms:

- 5.1. Service Charges: Subscriber shall pay to Habari Node Limited for the service, any Third Party Equipment supplied, and any additional services ordered by the Subscriber in connection with the service, the fees and charges set out in the applicable Service Order.

- 5.2. Payment Terms: Unless expressly provided otherwise in either the Service Order, Quotation, Proforma Invoice, or Invoice, recurring service charges specified in any Service Order shall be paid three (3) months in advance (that is, on a quarterly basis), by or on the last business day of the month immediately preceding the quarter in which the service is to be provided. Billing for partial months shall be prorated on a calendar month basis. The Subscriber shall pay all amounts owing to Habari Node Limited by depositing into Habari Node Limited bank account or directly to Habari Node Limited cashier's office by cheque payment. A cash receipt reflecting the amount received shall be issued whenever cash payments are done through the Habari Node Limited Arusha cashier's office. The Subscriber is required to send copy of the bank deposit slip

through email or deliver a hardcopy for ease of reference and payment confirmation.

- 5.3. Taxes and Bank Fees: All service charges are exclusive of any and all bank fees, applicable taxes or similar charges, levies, duties, or other fees and contributions imposed by any competent government authority in connection with the Service or the service charges (including, without limitation: Value Added Taxes, Excise duties, stamp taxes, and other similar taxes and charges, if any) which may be asserted against Habari Node Limited or the Subscriber by any government entity with respect to or arising out of this Service Contract, with exclusion only of taxes imposed on Habari Node Limited income (collectively "Taxes").

- 5.4. Security Deposit:

In certain instances, example when upgrading bandwidth to higher levels, the Subscriber may be asked to make a security deposit prior to the commencement of service that is equivalent to at least one month service charge. This will only be applicable if it is specifically stated in the Service Order.

- 5.5. Invoices: Invoices from Habari Node Limited to the Subscriber shall be sent by email with a signed hardcopy to follow if the Subscriber requests. The hardcopy will be sent to an address specified by the Subscriber in writing.

- 5.6. Payment Default: Failure by the Subscriber to pay any sums when due shall constitute a material breach of the Service Contract and without prejudice to any of its other rights, shall entitle Habari Node Limited withhold or suspend any or all parts of any or all Services provided to the Subscriber under the Service Contract or the delivery of third party

equipment, until such time as payment in full is received by Habari Node Limited. During such time(s) as this right is exercised by Habari Node Limited, charges for Service(s) not suspended and interest at 2% on outstanding amounts will continue to accrue. The Subscriber acknowledges that: (i) Habari Node Limited ability to commence the provision of Services to Subscriber under a Service Order is subject to Habari Node Limited receipt of the full sum prescribed in the Service Order not later than the dates prescribed for their payment; and (ii) any delay in payment of the Initial Service Charge may result in a delay to, or cancellation of, the provision of the Service to which such payment relates, in Habari Node Limited sole discretion.

5.7. Termination Charges: Habari Node Limited shall provide the Service for the entire duration of the Term and Subscriber shall pay all Service Charges throughout such Term. In the event that, prior to the end of the current Term, Subscriber shall terminate a service other than in accordance with Section 7 hereof, or in the event that the provision of a service is terminated by Habari Node Limited due to a material breach of the Service Agreement by the Subscriber, at the discretion of Habari Node Limited, the Subscriber may be required to pay Habari Node Limited, in addition to payment for Services actually provided up to the date of termination, a termination charge equal to the sum of: (i) any due and payable Service Charges; and / or (ii) 100% (one hundred percent) of the total Service Charges that would have become due for the unexpired portion of the current Term.

## **6. Service Levels and Warranties of Habari Node Limited**

- 6.1. Service Level Agreement (SLA): Provided that the Subscriber performs its obligations under the Service Agreement, Habari Node Limited warrants that as of the Service Commencement Date, the Service shall be delivered in accordance with the SLA.
- 6.2. Service Interruptions: A service interruption includes any interruption in the Service making the Service unusable to the Subscriber or causing a Network Unavailability as defined under the SLA ("Service Interruption"). A Service Interruption shall not be deemed to have occurred when the event reported by the Subscriber is due to any of the following (together referred to as "Service Exclusions"): (i) the failure or non-performance of Subscriber's site or Subscriber's Customer Equipment, including but not limited to, hardware or software failures in Subscriber's site, or congestion in Subscriber's network or failure of one of its components; (ii) the fault, act, or failure to act of Subscriber, third parties, including government or utilities, and the employees, contractors or agents of all of these; (iii) Subscriber's breach or violation of the Service Agreement, (iv) a Scheduled Emergency Event; (v) a Force Majeure Event; (vi) termination of a Service Order in accordance with the termination provision herein; (vii) suspension of Service under the provisions set forth herein; or (viii) the unavailability of Service to Subscriber, pursuant to the actions of competent governmental authorities. In case of a Service Interruption confirmed by Habari Node Limited in accordance with Habari Node Limited fault reporting and confirmation procedures, Habari

Node Limited shall give the Subscriber a credit allowance against subsequent monthly payments for the period during which the Subscriber suffered a Service Interruption (“**Credit Allowance**”). The Credit Allowance shall be calculated in accordance with the SLA. This section 6.2 sets out the entire rights and remedies of the Subscriber and the entire liability of Habari Node Limited in connection with any Service Interruption.

6.3. Subscriber Fault: If Habari Node Limited 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 Subscriber ; or (ii) Subscriber breach of the Service Agreement; or (iii) a failure or malfunction of any Subscriber Equipment, or any other hardware or software of Subscriber’s Site, then Subscriber shall be solely responsible for all costs incurred in remedying the Service Interruption or the defect, fault or impairment.

6.4. Disclaimer: EXCEPT AS EXPRESSLY SET OUT HEREIN IN THE SLA OR IN ANY PARTICULAR SERVICE AGREEMENT, HABARI NODE LIMITED HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED AT 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, HABARI NODE LIMITED DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

6.5. Scheduled and Emergency Maintenance: Habari Node Limited shall use reasonable commercial efforts to provide Subscriber with adequate notification for all scheduled Service maintenance, alteration or suspensions that shall affect Subscriber (“Scheduled Event”). Any Scheduled Event may result in impairment or suspension of Service(s) to Subscriber. Subscriber acknowledges that the Service may be interrupted, altered or suspended without notice in any situation in which Habari Node Limited or one of its suppliers requires to perform emergency Service maintenance (“**Emergency Event**”).

## 7. Termination

7.1. Termination for Material Breach: Either Party (“Terminating Party”) may terminate a Service Order in the event of a material breach by other Party (“Defaulting Party”) by giving written notice to the Defaulting Party identifying the breach and requiring its remedy if its capable of being remedied within ten (10) Business Days (“**Written Notice**”). The termination of a Service Contract will be effective immediately unless the breach is capable of remedy in which case such termination shall be effective only after 10 Business Days from receipt by the Defaulting Party of the Written Notice if the notified breach remains un-remedied. “

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

7.3. Termination for other Causes: Habari Node Limited may terminate a Service agreement immediately upon notice to Subscriber in the event Subscriber'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).

7.4. Termination by the Subscriber: The Subscriber may terminate a Service Agreement in the event that Habari Node Limited alters or reconfigures any of the components of the Service and as a result the Service is materially degraded, provided that the Subscriber shall provide Habari Node Limited with at least thirty (30) days prior written notice specifying such a degradation and provided further that within 30 days from receipt of such notice Habari Node Limited has failed to cure such degradation. Subscriber may also terminate the Service Agreement in the event the service is no longer required by giving a thirty (30) days prior written notice.

7.5. Termination for Force Majeure: If the Service is interrupted for at least 30 days for reasons of "Force majeure" as defined under section 8 below, or in case the Service is deliberately interrupted by a third party supplier from whom Habari Node Limited receives services for reasons outside the control of Habari Node Limited (each, a "Failure"), then Subscriber may provide Habari Node Limited with notice specifying the Failure and Habari Node Limited shall have 10 days from the date of such notice to cure such Failure. If Habari Node Limited fails to cure the Failure, then either Party may immediately

provide a further 10 days written notice of termination of the Service Order.

## 8. Force Majeure

8.1. 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".

8.2. In the event that Habari Node Limited is prevented from carrying out or performing a Service due to "Force Majeure", it shall promptly notify Subscriber of the reason thereof and shall resume performance of the Service Agreement as soon as such "Force Majeure" is remedied.

8.3. 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: 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 or any acts that may impinge on or affect that orbital slot of a satellite; national emergencies; riots; terrorist acts; act or threat of war whether declared or not; strikes; epidemic; labour disputes; component failures including satellite failures or any kind; externally caused interferences; testing imposed by a third party operator from whom Habari Node Limited receives services; blockade, control of either of the Parties. An event of Force Majeure shall not include lack of funds or any breach by the Subscriber of its obligations.

## 9. **Liability**

9.1. Liability Cap.: Habari Node Limited liability in connection with any Service Order shall be limited to 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. Habari Node Limited will never be liable for any damages caused by, to, or through (i) Force Majeure; (ii) incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits; (iii) Failure of Subscriber equipment; (iv) the fault of Subscriber or third parties; (v) a Service Exclusion; and/or (vi) any Third Party Equipment. The same shall be applicable in case of an interruption of service (as defined in the SLA) or a total decrease in transmission quality.

9.2. Anticipated Interruptions: When an interruption of the Service is experienced or can be foreseen, Habari Node Limited shall use commercially reasonable efforts, as soon as it has knowledge thereof, to inform Subscriber of such an interruption.

## 10. **Use of Service and Restrictions of Use**

10.1. Content of Communication. Habari Node Limited shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by Habari Node Limited), and Subscriber shall defend, indemnify and hold Habari Node Limited 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 Subscriber's use of Service. Habari Node Limited provides only access to the Internet; Habari Node Limited does not operate or control the information, services, opinions or other content of the Internet. Subscriber agrees that it shall make no claim whatsoever against Habari Node Limited relating to the content of the Internet or in respect to any information, product, service or software ordered through or provided by virtue of the Internet.

10.2. Acceptable Use Policy (AUP): Subscriber use of Service shall at all times comply with Habari Node Limited then current AUP, as amended by Habari Node Limited from time to time and made available through Habari Node Limited web site at [www.habari.co.tz](http://www.habari.co.tz) as part of this Service Agreement. Habari Node Limited will notify Subscriber of complaints received by Habari Node Limited regarding each incident or alleged violation of Habari Node Limited AUP by Subscriber or other third parties that have gained access to the Service through the Subscriber. Subscriber agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of Habari Node Limited AUP.

10.3. Suspension of Service: Habari Node Limited reserves the right to suspend a Service if it determines that Subscriber 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 Subscriber network is compromised by malicious acts / programs (viruses, worms, Trojans, etc) that interfere with the Service, or if the Service is used in violation of the AUP. Habari Node Limited may also suspend a



Service in any circumstance in which Habari Node Limited would have the right to terminate the Service Agreement for cause according to this GTC or any Service Order. In no event shall Habari Node Limited decision to suspend a Service be construed as a waiver of Habari Node Limited right to terminate a Service Contract. Habari Node Limited may also suspend a Service if, in any circumstance that arises out of Subscriber's use of the service, Habari Node Limited 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 government 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 Subscriber, or loss of any Subscriber right or ability to use the capacity or service provided to it.

10.4. IP Addresses: Assignments by Habari Node Limited to Subscriber of IP addresses are for the Term only, and thereafter shall revert to Habari Node Limited. At no time do any assigned IP Addresses become the property of the Subscriber. Subscriber confirms that Habari Node Limited retains the right to reassign the address space to another user upon the expiry or termination of the Service Contract.

#### **11. Governing Law and Venue**

This Contract shall be governed by and construed in accordance with the laws of the United Republic of Tanzania and litigation cases shall only be tried in Arusha City, Arusha, Tanzania.

#### **12. Waiver**

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

#### **13. Severability**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

#### **14. Arbitration**

Any dispute that may arise regarding this Agreement as to the meaning or effect of these presents or as to the rights or liabilities of either Party hereunder such shall first be subject to negotiations between the two parties and if no agreement can be reached within 30 days from the date at reference it shall then be referred to arbitration.

#### **15. Assignment**

Neither Party shall assign this Agreement to a third party without the prior written consent of the other Party.

#### **16. Confidentiality**

Information transmitted by either Party to the other that the transmitting Party has identified and designated as being proprietary, and or confidential shall not be used except under the terms and during the existence of this Contract. That notwithstanding, this Agreement shall not prevent any disclosure of information pursuant to applicable law or regulation provided that prior to making such disclosure, the disclosing

Party shall use reasonable efforts to notify the other Party of this required disclosure.

Confidential information shall exclude information which is:

- (i) Known prior to the receipt from the other party; or
- (ii) Generally available at the time of receipt; or
- (iii) Proprietary to a person not a party to this Agreement and is used with such person's consent

Parties further agree not to use, and to cause persons who have received confidential information through them not to use the said information for any other purpose than in connection with the implementation of this Agreement during the contract period and after termination of this Agreement.

#### **17. Survival**

All provisions that logically ought to survive termination of this agreement shall survive.

#### **18. Notices**

All termination and claim notices shall be in writing and shall be delivered personally, or by certified or registered mail, return receipt requested, or by E-mail, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth in this agreement or in the Service Order or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; or the date set forth on the return

receipt if sent by certified or registered mail or E-mail.

#### **19. Variation of Contract**

Habari Node Limited may amend this Agreement or any "Additional Service Agreement" at any time without prior information. An updated version of the contract will be availed on its website and the amendments will apply on the date specified on the updated contract. Subscriber ongoing use of Internet Services after the date constitutes acceptance of the amendments. <>

## ANNEX 1

### Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) outlines the level of service that the Subscriber may expect from Habari Node Limited for Services contracted. This SLA supplements the Habari Node Limited General Terms and Conditions for Internet Services (the “GTC”). Unless otherwise defined in this SLA, all capitalized terms will have the meaning 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 the Subscriber and Habari Node Limited.

#### NETWORK AVAILABILITY SLA

##### Network Definition

Habari Node Limited network (“Network”) includes a combination of any of the following infrastructure or equipment’s under its control:

- a) Last mile Wireless radio links,
- b) Last mile fiber and Digital Subscriber Line (DSL) cable links,
- c) Backbone wireless and fiber links and / or
- d) Switches, Routers, Servers, power devices, and other network equipment’s in all its Point-of-Presences (POP) (hereby collectively defined as “**Internet Connectivity**”).

**Note:** The Network does NOT include:

- (i) Subscriber own Equipment,
- (ii) Third Party Equipment,

- (iii) Any other network or network equipment which is not owned and/or controlled by Habari Node Limited.

Habari Node Limited Network Availability is measured based on the cumulative number of hours that the Network was “available” (as defined below), per calendar month, as solely determined by Habari Node Limited.

##### Network Availability

Minimum average network availability during any calendar month (“Minimum Network Availability”) is 98%.

##### Network Unavailability

“**Network Unavailability**” is defined as a service outage due to failure of the Habari Node Limited Network resulting in Subscriber being unable to receive the Service. Network unavailability shall not include the unavailability of the Network resulting from any of the following events (“Excluded Events”):

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

##### Network Unavailability Remedy

If Habari Node Limited determines that the Minimum Network Availability during any

calendar month has not been met and that the total service complete link outage in one month exceeds fourteen (14) business hours then the Subscriber shall be eligible to receive credit calculated on a prorated basis on the monthly Service Charge payable in respect of the month during which the outage was experienced.

#### **SUBSCRIBER SERVICE SLA**

“**Trouble Ticket**” means: (i) notification by Subscriber advising Habari Node Limited of a perceived Network fault, which notification shall be provided using means authorized by Habari Node Limited and reported to Habari Node Limited helpdesk for such purposes (“**Help desk**”); or (ii) when Habari Node Limited engineer internally registers a fault on Subscriber behalf.

#### **Priority Levels**

When a Trouble Ticket is initiated with Habari Node Limited Helpdesk, it shall be classified according to the following priority levels:

#### **Critical Priority / Very High Priority (Severity 1)**

The Network is “down” or there is a critical impact to its business operation due to a fault with the Network. Examples include failures of Habari Node Limited upstream provider’s transmission or failure of major equipment(s) at the main POP. Habari Node Limited will commit all necessary resources around the clock to resolve this situation.

#### **High Priority (Severity 2)**

Operation of the Network is severely degraded, or significant aspects of an End-User’s business operation are negatively affected by inadequate performance of the Network. Habari Node

Limited will commit full-time resources during its normal business hours to resolve the situation and standard Helpdesk resources outside of Habari Node Limited normal business hours.

#### **Regular Priority / Normal (Severity 3)**

Operational performance of an End-User’s network is impaired while most business operations remain functional as a result of problems with the Network. Alternatively, a greater impact to the Service is occurring as a result of problems with the End-User Equipment or Third Party Equipment. Habari Node Limited shall commit reasonable resources during its business hours to restore service to a satisfactory level.

#### **Informational or Configuration Change Request (Severity 4)**

The Subscriber requires information or assistance with Habari Node Limited service capabilities, installation or configuration and there is little to no effect on its business operation. Included are requests for configuration changes to existing Services or Service changes. Such requests will be handled within Habari Node Limited normal business hours.

#### **Fault Reporting**

All faults related to Habari Node Limited Services should be reported immediately to the Helpdesk by opening a Trouble Ticket at the relevant severity level. Upon evaluation of the report, or throughout the course of responding to the report, Habari Node Limited may reclassify the severity based upon this evaluation.

All Trouble Tickets should be made directly to the Helpdesk through the following methods or as may be updated on its website.

#### **Fault Reporting:**

##### **Arusha Head office:**

Phone: + 255 27 205 0220 / 21 / 44

+ 255 27 254 4323

+ 255 75 424 2442

##### **Moshi Branch office:**

Phone: + 255 27 275 5182

+ 255 73 656 2364

##### **Mwanza Branch office:**

Phone: + 255 28 250 5060

+ 255 68 860 7346

Email: [support@habari.co.tz](mailto:support@habari.co.tz)

**NOTE:** Habari Node Limited cannot assure the quoted response time for faults reported by other means or to personal mobile numbers of its staff or agents.

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

- Trouble Ticket number (if assigned)
- Name, Company Name, Contact telephone number(s)
- Date & Time of the incident being reported

- Full description of the problem, including all relevant information available.

#### **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 Habari Node Limited are from 08:00 through 17:00 local time, on Business Days (Monday to Friday) and 9am to 12pm on Saturdays (holidays and public days excluded).

**Note:** Any engineering work requested by the Subscriber for Severity 3 or Severity 4 issues is subject to scheduling availability and an hourly service charge may be charged.

#### **Target Resolution Times**

##### **Critical Priority / Very High (Severity 1)**

Target resolution time period will be three (3) hours from the time the report was received by Habari Node Limited support engineer (“**Support Engineer**”). Within three (3) hours from notification of the initiation of a Trouble Ticket, Subscriber will receive information from Habari Node Limited regarding the immediate actions taken to resolve the fault. If the problem persists and is caused by a malfunction of the Network and/or equipment at our main facilities or upstream provider facility, the Subscriber will receive an ongoing report every three (3) hours updating the current status with a plan for resolution.

**High Priority (Severity 2)**

Target resolution time period will be six (6) hours from the time the report was received by a Support Engineer. Within Three (3) hours from notification of the fault, the Subscriber will receive information from Habari Node Limited regarding the immediate actions taken to resolve the fault. If the problem persists and is caused by a malfunction of the Network or equipment owned by our upstream provider, Subscriber will receive an ongoing report every eight (8) hours updating the current status with a plan for resolution.

For purpose described herein, a month is deemed to equal 30 (thirty) days. Service Credits will not be compounded in any given month. Service Credit requests shall be assessed per Service, per month. Subscriber's eligibility to Service Credits hereunder shall constitute Habari Node Limited sole liability and the Subscriber's sole remedy related to Habari Node Limited undertakings under this SLA. <>

**Regular Priority / Normal (Severity 3)**

Within two (2) business days from notification of the problem, the Subscriber will be informed of steps taken to resolve the problem or request. If the problem persists then the Subscriber will receive an ongoing report after two (2) business days updating on the status with a plan for resolution.

**Informational or Configuration Change Request (Severity 4)**

A response to the Subscriber will be sent within three (3) 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 Credit**

Habari Node Limited will issue a Service Credit to the Subscriber following its approval of the service credit request. A service credit will appear on the invoice issued in the month or quarter following the month or quarter during which the service credit was approved.

## ANNEX 2

### Habari Node Limited Acceptable Use Policy (AUP)

Customer should fully comply with Habari Node Limited Acceptable Use Policy (AUP) and shall not 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 emails,
- 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 Habari Node Limited or any customers,
- 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 Habari Node Limited services, Habari Node Limited partners and agents or their end-users, or Habari Node Limited Customers.
- 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 or in aid of any unlawful acts,

In case of improper use as set out above or illegal activity by Customers or their respective users, Habari Node Limited may terminate this Agreement according to Section 7.3 of the GTC. Habari Node Limited 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 Habari Node Limited's upstream providers also have the right to do so.

Habari Node Limited reserves the right to modify this policy at any time without prior notice. <>