

Connectivity Service Level Agreement

Failure of the CLIENT to comply with the terms and conditions may invalidate Teleweb's guarantees provided herein.

Agreed and Accepted

Teleweb's Representative:	Client:
Name:	Name:
Date:	Date:
Signature:	Signature:

The following SLA Terms and Conditions apply only to a minimum service period of a month and only in respect of the provision of the services during such period and complete the terms of conditions printed on the contract Agreement. This supersedes any other contract or verbal commitment.

To activate the SLA for Teleweb Connectivity Services, the **CLIENT** shall sign below.

- 1. <u>Service Commitment:</u> Teleweb is committed to providing a reliable, high quality network to support its high-speed internet and Data Access Services on our residential plans. All our residential plans are shared with a committed information rate (CIR) of 51Kbps, and all plans are half duplex.
- 2. <u>Installation:</u> Teleweb is dedicated to ensure that the installation process will be done in a timely manner and not exceeding seven working days maximum for standard installation. Please note that there would be a cost for non-standard installation.
- 3. Support: Teleweb Call Centre (TCC) is available twenty-four hours a day, seven days a week. The TCC can be reached as follows:

24/7 Technical support, email: support@teleweb.com.ng Telephone: 090-444-00001 | 090-444-00002

- 4. <u>Customer Service:</u> Customer Service Department, (8am-5pm /Working days), email: <u>connect@teleweb.com.ng</u> Telephone: 090-444-00005. Teleweb Services reserves its right to invoice customer for intervention on problems not related to its service. Teleweb offers a support service as indicated above and for corrective action that might require field visit, it will be the next day or weekend as the case may be.
- 5. <u>Teleweb Services Availability:</u> Teleweb guarantees 97% network availability based on the subscribed Service Plan. Service availability will be based on Teleweb Network Operation Monitoring Records. The Commitment Information Ratio (CIR) of this plan is 1Mbps

6. Paying Billing Process and Equipment

a) Client is to only make payment via our web application or mobile application. Not in way of cash to any Teleweb representative.

b) Client is not required to pay setup fee to commence installation, however the Customer Premises Equipment, when installed are on concession and remain the property of Teleweb and shall be retrieved from Customer's site when no longer in use and upon termination of Agreement. This device is covered against manufacturer's defects. Any other damage caused, especially those due to power surge pr physical damage will attract a payment for hardware replacement and re-installation.

c) Account is activated immediately upon installation and renewable each month upon due payment of monthly subscription on or before the anniversary date. This should be done to avoid service disconnection.

- d) Equipment Hardware is a fixed indoor device.
- e) Hardware belongs to Teleweb and the company reserves the right to retrieve equipment after termination of service.

7. <u>Liability:</u> The warranties provided by Teleweb are as expressly set out in this Agreement, to the extent permitted by law. Teleweb shall provide the service using the reasonable skill and care expected of a competent provider of Capacity.

Limitation of Liability: Neither Teleweb nor its subcontractors shall be liable for:

a) defamation, or infringement of copyright from or in connection with the transmission of communications hereunder provided such defamation or infringement of copyright was not as a result of Teleweb's acts or omissions;

b) any claim arising out of any act or omission of Customer or any other entity furnishing services or equipment for use in conjunction with the equipment and service provided hereunder;

c) any unlawful or unauthorised use of the Equipment or Services provided hereunder by Customer, its employees, agents, or invitees;

8. <u>Indemnity:</u> The Customer indemnifies and will hold Teleweb harmless against all costs, claims, demands, expenses and liabilities of whatsoever nature incurred and arising out of or in connection with any Cyber security damage that arises due to no fault of it, from installation till commissioning of service and introduction of a new service, configuration or device into the Customer's network.

The Customer hereby agrees to indemnify, release and hold harmless Teleweb, its parents, subsidiaries, affiliates, and their respective Officers, Directors against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Teleweb, arising out of or relating to:

- a) the Customer's violation or breach of any term, condition, representation or warranty of this agreement;
- b) the Customer's illegal use of the service or network; or
- c) the Customer's violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

Teleweb hereby agrees to indemnify, release and hold harmless Customer, its parents, subsidiaries, affiliates, and their respective Officers, Directors against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Customer, arising out of or relating to:

- a) the Teleweb's violation or breach of any term, condition, representation or warranty of this agreement;
- b) losses, damages, costs and expenses of whatever nature incurred or suffered by the Customer arising out of the services provided by Teleweb.
- c) Teleweb's violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

9. Force Majure

Neither party shall be liable or be in breach of this Agreement, nor will any credit allowance be extended, for any failure to deliver the Equipment and/or Services due to causes beyond such parties' reasonable control, including but not limited to: Acts of God, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of any governmental entity

or agency, or any civil or military authority, national emergency, insurrections, riots, strikes, lock outs, work stoppages or other labour difficulties or acts or omissions of other providers of telecommunications services.

10. Suspension

Teleweb may, with notice in urgent operational cases and by giving the Customer reasonable notice of at least forty-eight (48) hours in all other cases, suspend the Service in order to perform testing, maintenance or adjustment works to the Services. Teleweb shall seek to minimize any interruption to Services and shall use reasonable efforts to minimize any such interruptions.

Teleweb shall, with notice, suspend or terminate Services as required to comply with any applicable laws, regulations or government orders.

11. Miscellaneous

The Customer is not allowed under any circumstances to use VOIP (Voice over Internet Protocol) for scam, threat, illegal or any fraudulent purpose.