GENERAL CONDITIONS FOR DIGIPHIL BROADBAND SERVICES

1. Structure of the Agreement

1.1. CUSTOMER may order services from DIGIPHIL by signing and submitting DIGIPHIL Order Form.

1.2. An Agreement shall be formed in respect of each DIGIPHIL service particularized in an Order Form duly signed by CUSTOMER and accepted by DIGIPHIL.

1.3. In the event of any discrepancies among the documents or terms and conditions constituting the Agreement, the following order of precedence will apply:

   a. (highest precedence) any supplemental terms and conditions referenced in and/or attached to the Order Form
   b. Order Form
   c. any terms and conditions referenced in Specific Conditions
   d. Specific Conditions
   e. (lowest precedence) General Conditions

1.4 CUSTOMER agrees that DIGIPHIL may appoint an Affiliate or any other party (as specified in the Order Form) to be its billing and/or collection agent.

2. Term

2.1 CUSTOMER must specify in the Order Form an initial term for each Service commencing on the Service Commencement Date for that. If no term is specified in the Order Form, the Initial Term of the Agreement is Twenty-Four (24) months from the Service Commencement Date for the relevant Service. The agreement will be effective as from the Effective Date and will remain in force until the expiry of the Initial Term or Renewal Term as defined in Section 6 unless terminated earlier.

3. Implementation

3.1 CUSTOMER shall specify the requested ready-for-service date ("**RRFS Date**") in the Order Form. Prior to any RRFS Date stated in an Order Form for any service location, CUSTOMER may postpone the RRFS Date for that location by giving DIGIPHIL prompt written notice to such effect. If the rescheduled RRFS Date is more than Thirty (30) days following the original RRFS Date, DIGIPHIL will have the right to invoice CUSTOMER for any local access charges or other charges incurred by DIGIPHIL as a result of the rescheduling. If CUSTOMER postpones the RRFS Date for any location or if CUSTOMER does not co-operate to facilitate the installation or activation of the Service for more than One Hundred and Twenty (120) days from the original RRFS Date, CUSTOMER shall be deemed to have early terminated the Order Form whereupon Section 9 shall apply.

3.2 Although DIGIPHIL will use reasonable efforts to install the Service on or before the RRFS Date, the installation lead-time varies based on the type of service and installation location. Accordingly, DIGIPHIL does not commit that it will meet the RRFS Date which shall be for DIGIPHIL reference. DIGIPHIL inability to meet the RRFS Date will not constitute a breach by DIGIPHIL under any Agreement. However if

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DIGIPHIL fails to make any Service available to CUSTOMER within Ninety (90) days of the applicable RRFS Date (except for any delay due to the local access providers or other vendors of DIGIPHIL whereupon DIGIPHIL shall provide documentary evidence for such delay), upon Ten (10) days' prior written notice to DIGIPHIL, CUSTOMER may cancel the Order Form so delayed without liability to either Party unless DIGIPHIL rectifies the delay by delivering the Service within the said Ten (10) day notice period.

4. **Charges and Payment**

4.1 Generally DIGIPHIL charges for Service are: (a) One-Time installation Charges specified in the Order Form as "**OTC**"; (b) Monthly Recurring Charges specified in the Order Form as "**MRC**"; and (c) any other Service-specific charges specified in the Order Form as well as any site-specific provisioning charges notified to CUSTOMER at any time up till the Service Commencement Date (collectively, "**Other Charges**").

4.2 All charges are exclusive of any and all applicable taxes including value added and general sales tax (if any) and regulatory surcharges (if any).

These amounts will be charged separately in DIGIPHIL invoices. CUSTOMER must pay all taxes, duties, fees, levies and other similar charges and any related interest penalties however designated or imposed by any taxing or governmental authority whether imposed directly on CUSTOMER or indirectly on DIGIPHIL as a result of the existence or operation of each Agreement or otherwise relating to the Service. If CUSTOMER is required to withhold or pay such taxes from amounts that DIGIPHIL has invoiced CUSTOMER for, CUSTOMER must pay such additional amounts so that the net amount received by DIGIPHIL after such payment or withholding is equal to the amount invoiced.

4.3 After the expiration of the Initial Term or Renewal Term, DIGIPHIL may vary the Monthly Service Charges. DIGIPHIL will give CUSTOMER Thirty (30) days prior written notice of such changes.

4.4 Monthly Service Charges and monthly recurring Other Charges (if applicable) under the Agreement or Amendment (as defined in Section 6) will begin to accrue on the day following the Service Commencement Date.

4.5 DIGIPHIL will invoice CUSTOMER for its charges for Services as follows:

(a) Monthly Service Charges and monthly recurring Other Charges (if applicable) will be invoiced in advance on a monthly basis except for usage-based components which will be invoiced in arrears or if otherwise specified in the Order Form;

(b) Initial Charge and one-time Other Charges (if applicable) will be invoiced in the first invoice DIGIPHIL sends to CUSTOMER; and

(c) DIGIPHIL will invoice in the currency specified in the Order Form or in US Dollars if there is no currency specified in the Order Form.

4.6 CUSTOMER must pay DIGIPHIL invoices in full within Thirty (30) days of the invoice date ("**Due Date**"). Notwithstanding any *bona fide* dispute that CUSTOMER may have under the Agreement, CUSTOMER shall not be entitled to withhold, set off (whether in law or in equity) or deduct any portion of the amount due, but shall pay all amounts due on or by the applicable Due Date. If CUSTOMER fails to pay any invoice in full by its Due Date: (a) any sum that is not paid when due will incur an interest charge of four percent (4%) per month, or the maximum amount permitted by law, if less, commencing on the Due Date and compounded daily until payment in full, which default interest rate may be changed by DIGIPHIL in the

event of significant fluctuations in applicable interest rates and other economic conditions, and (b) CUSTOMER shall be responsible for all collection charges and/or any reasonable solicitor, attorney and agent fees incurred by DIGIPHIL in collecting the relevant amount from the CUSTOMER. CUSTOMER will be deemed to have accepted any invoiced amounts which CUSTOMER does not dispute in writing prior to the applicable Due Date.

4.7 CUSTOMER may be required to give DIGIPHIL an advanced security deposit for future payment obligations. CUSTOMER's use of the Service may also be subject to credit limits. In each case the applicable details will be set forth in the Order Form.

5. Modification and Maintenance

5.1 DIGIPHIL may modify the network or technical specifications applicable to any Service so long as such modifications do not result in any significant changes to the features and functionalities of the Service at the time CUSTOMER contracted for it.

5.2 DIGIPHIL may in its sole discretion wholly or partially suspend the Service in connection with network or equipment modification, repair, preventive or emergency maintenance, or as may be required by laws of the Applicable Jurisdiction. Whenever possible, DIGIPHIL will give CUSTOMER advance notice of any planned intention to suspend the Service for any period and will provide such reasonable details as are available concerning the expected schedule and duration of such a suspension. To the extent practicable, DIGIPHIL will discuss expected suspensions with CUSTOMER in advance and implement them in a manner which minimizes their impact on CUSTOMER and CUSTOMER's users.

5.3 DIGIPHIL will provide a coordinated, single point of contact maintenance function for CUSTOMER on a 24/7 basis. DIGIPHIL will notify CUSTOMER of the details of this point of contact.

6. Order Change or Renewal

6.1 CUSTOMER shall submit a new Order Form (each of which is referred to as "Amendment") in accordance with Section 1 if it wishes to:

(a) extend the term of an Agreement beyond the Initial Term for a further period specified in the Order Form ("**Renewal Term**"); and/or

(b) upgrade, downgrade, move a Service or otherwise change an Agreement.

7. DIGIPHIL Responsibilities

7.1 DIGIPHIL must supply the CUSTOMER with the Service on the terms and conditions set out in the Agreement.

7.2 DIGIPHIL will use reasonable care and skill in providing the Service. However, given the nature of the Service (including our Services' reliance on systems and services that DIGIPHIL does not necessarily own or control), DIGIPHIL does not warrant or agree that the Service will be continuous and fault free.

8. CUSTOMER Responsibilities

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8.1 In addition to CUSTOMER's other obligations under the Agreement,

(a) CUSTOMER must procure for DIGIPHIL and its subcontractors and agents access (where necessary, escorted access) to the premises and points of contact at all Circuit Location Addresses;

(b) If DIGIPHIL agents or subcontractors attend any premises at the CUSTOMER's request, CUSTOMER must ensure that the premises are safe and free of risks to life, health and welfare of such visitors;

(c) CUSTOMER must upgrade CUSTOMER-provided equipment as necessary to support the Service and provide environmentally suitable equipment rooms that comply with laws of the Applicable Jurisdiction and other requirements as may be applicable to the relevant equipment or otherwise reasonably specified by DIGIPHIL;

(d) CUSTOMER must participate in any testing procedures required for purposes of installation, testing or maintenance;

(e) CUSTOMER must supply, set-up, configure and maintain your own computer and communications equipment; and

(f) CUSTOMER must be responsible for all data that that the CUSTOMER retrieves, stores, transmits or uses in any other way. CUSTOMER must back up all of the CUSTOMER's data.

(g) CUSTOMER shall follow reasonable instructions regarding the use of the Service and will only use the Service for the purposes for which it is designed and provided;

(h) CUSTOMER must possess or obtain and maintain in force all necessary licenses and permits, and comply with any laws, directives, regulations and conventions which may be applicable to the possession or use of the Service by CUSTOMER or permitted third parties using it through CUSTOMER;

(i) CUSTOMER or its users must not use the Service or permit third parties using it through CUSTOMER to do so in a manner which:

(i) violates any applicable law (including all applicable anti-bribery and anti-corruption laws), regulation, treaty or tariff, provided that DIGIPHIL may suspend or terminate the Service if DIGIPHIL has any reason to believe that CUSTOMER is in breach of this provision;

(ii) accessed through DIGIPHIL network including do anything which will damage or interfere with DIGIPHIL network or facilities;

(iii) infringes on the intellectual property rights of others, provided that DIGIPHIL reserves the right to take down or disable the contents or suspend the Service or any part thereof immediately without notice and without liability if DIGIPHIL receives any written complaint from any third party alleging infringement by CUSTOMER, the customer of CUSTOMER, or other users through the Service;

(iv) is fraudulent, deceptive, or misleading;

(v) results in network interruptions or service degradation of any kind;

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(vi) involves illegal or unauthorized access, exploitation, interruptions or monitoring.

Any failure to comply with its obligations under this Section8.1(i) will be a material breach of the Agreement by CUSTOMER and CUSTOMER agrees to indemnify, defend and hold harmless DIGIPHIL and its Affiliates for and from all liabilities and costs (including reasonable legal fees) arising its failure to comply with its obligations under this Section 8.1(i).

(j) To the extent that DIGIPHIL has agreed to provide any network terminating or other equipment in connection with the Service, CUSTOMER must:

(i) acknowledge that title to any equipment placed by DIGIPHIL or DIGIPHIL subcontractor on CUSTOMER's premises in connection with the Service remains with DIGIPHIL or such subcontractor;

(ii) be responsible for equipment placed by DIGIPHIL, or a subcontractor or agent and not move, add to, modify or in any way interfere with the equipment, nor allow anyone else (other than those authorized by DIGIPHIL) to do so. CUSTOMER will be liable to DIGIPHIL for any loss of or damage to the equipment, except where the loss or damage is due to fair wear and tear or is caused by DIGIPHIL or anyone acting on behalf of DIGIPHIL;

(iii) not mortgage or encumber the equipment or, loan, rent or assign or part with possession of the equipment;

(iv) be responsible for preparing the location for installation, including providing adequate space, heating and cooling and electrical power;

(v) provide DIGIPHIL and DIGIPHIL agents with reasonable access to the location for installation and maintenance;

(vi) use reasonable care in protecting the equipment from damage or loss and repair or replace any equipment that is damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes that are within CUSTOMER's reasonable control;

(vii) upon termination of the Service or any Agreement for any reason, make available all equipment for removal or return in the same condition as originally installed (fair wear and tear expected) or pay a mutually negotiated restoration or retention fee; and

(viii) hold DIGIPHIL harmless for any interruption of or inability to use the Service where such event is caused by CUSTOMER's failure to comply with any of the foregoing.

(k) CUSTOMER must comply with CUSTOMER's other obligations that are specified in the Specific Conditions.

9. Termination; Consequences of Termination

9.1 Each Agreement (or any part thereof) will continue in effect indefinitely until terminated by either Party or by giving written notice specifying all the relevant details in DIGIPHIL prescribed Order Cancellation Form or Service Disconnection Form (including without limitation, the relevant circuit ID) in accordance with Section 13.11. The effective date of termination of Service will be the latest of: (i) the date of expiry of the Initial Term or Renewal Term, (ii) 45 days from the date of receipt by the other Party of the notice of termination; and (iii) date of termination specified in the notice of termination (please see Section 9.4

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for certain payments, penalties and other conditions that apply to termination in certain circumstances).

9.2 <u>Termination for Breach by CUSTOMER</u>**.** If: (i) CUSTOMER fails to pay any outstanding charges due under any Agreement within Five (5) days from the applicable Due Date; (ii) CUSTOMER commits a material breach of the Agreement (other than violation of any applicable anti-bribery or anti-corruption laws) and in the case of a remediable breach, fails to remedy such breach after receiving thirty (30) days' written notice to do so or (iii) CUSTOMER violates any applicable anti-bribery or anti-corruption laws, CUSTOMER will be in default of the Agreement. Once CUSTOMER is in default of any Agreement , DIGIPHIL may at DIGIPHIL sole discretion (without any notice or liability) do any or all of the following with or without any prior written notice: (a) terminate or temporarily suspend all or part of the relevant Service under any Agreement that is the subject of the default; (b) terminate all or any part of any Agreement between DIGIPHIL and CUSTOMER, (c) attach, distrain, take possession of and/or remove any equipment CUSTOMER has in DIGIPHIL facilities in connection with the Services and, subject to laws of the Applicable Jurisdiction, sell or otherwise dispose of it in full or partial satisfaction of amounts CUSTOMER owes DIGIPHIL under the Agreement; and (d) exercise such other remedies as are available to DIGIPHIL or DIGIPHIL Affiliates at law or in equity. In addition to all charges accruing in respect of the applicable Service up to and including the termination date, CUSTOMER must also pay DIGIPHIL the termination charges described in Section9.4. In the event DIGIPHIL suspends a Service, charges will continue to accrue during the period of suspension until (1) DIGIPHIL terminates the Service or the Agreement; or (2) CUSTOMER cures the applicable default and DIGIPHIL reactivates the Service (which DIGIPHIL is not obliged to do).

9.3 <u>Termination for Breach by DIGIPHIL</u>. If DIGIPHIL commits a material breach of any Agreement and does not remedy the material breach within thirty (30) days of CUSTOMER notifying DIGIPHIL (which notice must be addressed to the General Counsel of DIGIPHIL to the address for notices specified in Section13.11), CUSTOMER may terminate the applicable Service. CUSTOMER will not be liable for any charges accruing in respect of the Service from the date of termination. If DIGIPHIL failure to perform (and no other factors) resulted in CUSTOMER not being able to use the Service, CUSTOMER will not be liable for any charges accruing in respect of the Service after the date the Service became totally unusable. Termination of the Service is CUSTOMER's sole and exclusive remedy under the relevant Agreement for breach by DIGIPHIL. A failure by DIGIPHIL to comply with service levels under the Agreement does not constitute a material breach of the Agreement.

9.4 <u>Termination Charges for CUSTOMER Breach or Early Termination for CUSTOMER Convenience</u>. If a Service is terminated at any time for CUSTOMER's breach or CUSTOMER's convenience (including where CUSTOMER terminates a Service before installation is completed or where installation is delayed by CUSTOMER for one hundred and twenty (120) days as specified in Section3.1), CUSTOMER must pay (i) all unpaid Initial Charges, Monthly Service Charges and Other Charges incurred up to and including the date of termination; (ii) all Monthly Service Charges multiplied by the number of months remaining in the Initial Term or Renewal Term; and (iii) any taxes payable by CUSTOMER (see Section4.2). For the avoidance of doubt, this clause does not apply to terminations by CUSTOMER under Section9.3, Section9.5 or Section13.9.

9.5 <u>Termination by either Party</u>. Either DIGIPHIL or CUSTOMER may terminate any Agreement in accordance with the manner below:-

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(a) Termination rights as specified in Section9.1(a);

(b) If any Force Majeure Event occurs in accordance with Section13.9; or

(c) If either Party is subject to an application for winding up, or any proceeding in bankruptcy, reorganization, insolvency, liquidation or receivership is commenced by or against either Party, the other Party may, upon Twenty-Four hours' written notice, terminate any Agreement with immediate effect.

9.6 <u>Consequences of Termination</u>: On termination of the Agreement, DIGIPHIL will cease providing CUSTOMER with the Service under the Agreement and send CUSTOMER a final invoice for all accrued and outstanding charges and early termination charges if termination has taken place during the Initial Term or Renewal Term. All fees and charges must be paid within Seven (7) days of issuance of DIGIPHIL invoice.

10. Third Party Use

10.1 CUSTOMER may resell and permit third parties to use the Service, subject to the following conditions: (a) no such resale or third party use will lessen or modify CUSTOMER's obligations under the Agreement; (b) use of the Service by third parties must comply with the Agreement and all applicable laws; (c) CUSTOMER must possess or maintain all licenses, permits and other requirements that may be applicable to such resale or third party use. CUSTOMER agrees to indemnify, defend and hold harmless DIGIPHIL and its Affiliates for and from all liabilities and costs (including reasonable legal fees) arising from any and all claims by any third party in connection with the Services (including, without limitation, any claims regarding content transmitted using the Services or violation of data protection legislation) regardless of the form of action, whether in contract, tort, or strict liability. However, CUSTOMER has no obligation to indemnify DIGIPHIL against claims for damages for bodily injury or death directly caused by DIGIPHIL own negligence.

11. Warranty and Limitation of Liability

11.1 Warranty and Disclaimer. Except as expressly provided for herein, DIGIPHIL makes no other warranty or guarantee express or implied, under the agreement or otherwise. DIGIPHIL further expressly disclaims any implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose.

11.2 DIGIPHIL will have no liability in contract, tort or statue or otherwise for any claim of unauthorized access of customer's transmission facilities or equipment or for unauthorized access to, or alteration, theft or destruction of customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, except to the extent caused by DIGIPHIL willful misconduct or gross negligence.

11.3 DIGIPHIL will in no circumstances be liable to customer or any person claiming through customer for any indirect, incidental, consequential, reliance   or special damages or for lost revenues, loss of

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data, lost savings, or lost profits of any kind, regardless of the form of action, whether in contract, warranty, under statute, or tort, including, without limitation, negligence of any kind whether active or passive.

11.4 DIGIPHIL entire liability and customer's exclusive remedies against DIGIPHIL or its Affiliates for any damages arising from any act or omission relating to the agreement, regardless of the form of action, whether in contract, under statute, in tort or otherwise, including negligence, will be limited, for each event or series of connected events, as follows:

(i) For personal injury or death, unlimited, but subject to proven direct damages;

(ii) For failure to comply with service levels, to the amount of credits set out in the relevant service level agreement; and

(iii) For all other events, subject to a maximum equal to the aggregate monthly service charges paid by the customer under the agreement.

11.5 DIGIPHIL will in no circumstances be liable for any damages (except resulting in personal injury or death) attributable to any service, product or actions of any person other than DIGIPHIL, its employees and agents,

12. Confidentiality

12.1 From the Effective Date until the expiration of Two (2) years following the termination of the Agreement , a Party receiving ("**Recipient**") information in connection with the provision of the Service marked or otherwise reasonably understood to be confidential or proprietary of the disclosing Party ("**Information**") must keep confidential and not disclose without the disclosing Party's consent the Information received, and will use the same level of care with respect to the Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of the Agreement, both Parties will be Recipients of the Information contained in it.

12.2 Notwithstanding the above, information will not be deemed confidential and Recipient

will have no obligation with respect to any information which (a) is already known to Recipient (without breach of confidentiality), (b) is or becomes publicly known through no negligent or wrongful act of Recipient, (c) is received by Recipient from another source without similar restriction and without breach of the Agreement; or (d) is furnished to a third party by the disclosing Party without similar restrictions on the third party's rights.

12.3 Notwithstanding anything to the contrary, DIGIPHIL shall be entitled to (and CUSTOMER authorizes DIGIPHIL to) disclose Information of the CUSTOMER that is in its or its Affiliates' possession to any governmental authority upon receipt of written requests from such authority or otherwise required by law.

12.4 To the extent DIGIPHIL collects any personal data in the administration and operation of the Agreement, such data will be considered Information subject to Section13.

12.5 DIGIPHIL will be permitted to process Information received from CUSTOMER for the purposes of the

administration and operation of the Agreement and the provision of the Services. Such processing may also include storage of Information in a local or foreign database.

13. General Terms

13.1 <u>Publicity and Advertising</u>. Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that DIGIPHIL may list CUSTOMER as a user of the Service in advertising and sales promotion materials.

13.2 <u>Governing Law and Jurisdiction</u>. Unless otherwise specified in the Order Form:

   (a) the validity, interpretation and performance of this Agreement will be governed by the laws of the place of incorporation of DIGIPHIL; and

   (b) any disputes concerning the construction or interpretation of this Agreement or a Party's performance of its obligations hereunder, which are not resolved through good faith consultation between the Parties within Sixty (60) days of initial notification to the other Party, may thereafter be submitted by either Party to the exclusive jurisdiction of the courts of country of incorporation of DIGIPHIL.

13.3 <u>Limitation of Action</u>. Any legal action arising from or in connection with any Agreement or any Service provided or work performed there under must be brought within Two (2) years after the cause of action arises.

13.4 <u>Title</u>. Nothing in these General Conditions is intended to or will create or vest in CUSTOMER any right, title or interest in any Service, its configuration or the underlying equipment and assets used to provide it.

13.5 <u>Severability</u>. If a court or administrative body holds any provision of any Agreement to be invalid or unenforceable, the relevant provision will be deemed severed from the Agreement, and the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement provision, if necessary.

13.6 <u>Assignment and Subcontracting</u>. None of the Agreements may be assigned or transferred by either Party unless the other Party gives its prior written consent. Notwithstanding the previous sentence, DIGIPHIL may: (a) freely assign or transfer any Agreement to an Affiliate; (b) freely assign DIGIPHIL' right to receive payments for the Services; and (c) subcontract a Service or a portion thereof, however DIGIPHIL will remain liable for the performance of any of DIGIPHIL subcontractors. Any purported assignment that is inconsistent with this Section13.6 will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Section13.6.

13.7 <u>Independent Contractors</u>. Under the Agreement, both Parties are independent contractors, maintaining complete control over their own personnel and operations. Neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of the Agreement.

13.8 <u>No Third Party Beneficiaries</u>. None of the Agreement is intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

13.9 <u>Force Majeure</u>. Neither CUSTOMER nor DIGIPHIL may be held responsible for any delay or failure in

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performance of any part of any Agreement if and to the extent that it is caused by acts of God or nature (including wild animals), war or war-like conditions, mob violence, earthquake, natural disasters, acts or failures to act of any governmental authority or any other events or circumstances beyond the reasonable control of the applicable Party ("**Force Majeure**"). However, no event of Force Majeure will excuse CUSTOMER of CUSTOMER's obligation to make any payments that are owed to DIGIPHIL for Services delivered before the event of Force Majeure or that accrue due to the CUSTOMER's ability to continue using the Services thereafter. DIGIPHIL will give CUSTOMER notice, and CUSTOMER must give DIGIPHIL reasonable notice of any events of Force Majeure and their anticipated effect upon performance under the Agreement. If any event of Force Majeure lasts for more than Three (3) months, either Party may terminate the affected Service upon Twenty-four (24) hours` prior written notice to the other Party. Neither Party will incur any liability nor other penalties in the event a Service is terminated under the previous sentence, except CUSTOMER will be required to pay any outstanding charges in respect of the Services.

13.10 Regulatory Changes. Services may be subject to laws and regulations in one or more jurisdictions. If the provision of a Service in any applicable jurisdiction is found to violate any applicable law or regulation or would result in any additional licensing requirements becoming applicable to DIGIPHIL in any applicable jurisdiction, DIGIPHIL may cancel or suspend the applicable Service upon reasonable prior notice to CUSTOMER. CUSTOMER must pay any charges applicable to the Service prior to its cancellation or suspension, but will not be liable for any other amounts. DIGIPHIL will make commercially reasonable efforts to restore the Service, or to provide under any Agreement a functionally equivalent Service that is permitted under the applicable laws and regulations of the relevant jurisdiction. DIGIPHIL will agree with CUSTOMER separately upon pricing terms for a functionally equivalent substitute Service. DIGIPHIL will not be liable for any other damages or costs incurred due to regulatory changes affecting DIGIPHIL' Services.

13.11 Notices. All notices required or permitted under any Agreement must be made in writing (excluding by email), addressed to the person specified in the Order Form (except as otherwise specified in Section9.3 and in the case of notices to DIGIPHIL, such form as may be prescribed by DIGIPHIL, provided however that DIGIPHIL may send the following by email: any invoice-related notice, suspension notice or termination notice. All notices will be treated as having been received by the intended recipient when: (i) delivered in person to the recipient; (ii) Forty-eight (48) hours after delivery by a reputable courier service; (iii) sent by facsimile with receipt confirmed by the sender's equipment; or (iv) sent by email without transmission error notice. Either Party may change their address for notice as shown on the Order Form with Ten (10) days' prior written notice to the other Party.

13.12 CUSTOMER Contact. CUSTOMER will nominate a contact and keep DIGIPHIL informed at all times with accurate and updated contact details for the contact.

13.13 Survivability. Any provision of any Agreement which by its context is intended to apply after termination of any Agreement will survive its termination.

13.14 Waiver. The waiver by either Party of any breach of any Agreement by the other Party in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under any Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.

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13.15 English Language. All Agreements shall be entered into in the English language, which language will be controlling in all respects. No translation of any Agreement into any other language will be of any force or effect in the interpretation of the Agreement or in the determination of the intent of the Parties.

14. Definitions

References to "you", "your" and "CUSTOMER" refer to the CUSTOMER, named on the Order Form and executing the Agreement. References to "we", "us", "our" and "DIGIPHIL" refer to the DIGIPHIL entity entering into an Agreement to provide the Service. As used in the Agreement, the following terms are intended to have the meanings indicated.

"Accepted" has the meaning given to it in the Order Form.

"Affiliate" means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with 50% or more equity in an entity.

"Agreement" has the meaning given to it in the Order Form and should include any Amendment as described in Section 6.1

"Applicable Jurisdiction" means the jurisdiction specified in Section13.2 (Governing Laws and Jurisdiction)

"Circuit Location Address" means the location specified by CUSTOMER in the Order Form for one or both ends of the Service, if the Service is to be delivered at a location outside a DIGIPHIL POP.

"City Pairs" mean, for example, Tokyo-Singapore, Hong Kong-Taipei, Sydney-Seoul, and include such City Pairs as may be available from time to time and are accepted by DIGIPHIL on the Order Form.

"CUSTOMER Interface" means either (i) the CUSTOMER connection to the provider of local access line Interface Equipment at a Circuit Location Address, or (ii) the CUSTOMER connection to an DIGIPHIL POP, in each case as specified on the Order Form.

"Effective Date" means the date on which the Order Form is Accepted by DIGIPHIL.

"Order Cancellation Form" means the form prescribed by DIGIPHIL from time to time for order cancellation.

"DIGIPHIL POP" means a network Point of Presence maintained by DIGIPHIL or its Affiliates and partners in a city between any City Pairs.

"Party" means either DIGIPHIL or CUSTOMER and "Parties" means both of DIGIPHIL and CUSTOMER.

"Personal Data" means data, information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Service Commencement Date" means:

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    (a) the earlier of:

        (i) the date notified by DIGIPHIL to CUSTOMER in writing as the date that the Service ordered is being provided to the CUSTOMER Interface after successful circuit testing by DIGIPHIL; and

        (ii) the date when CUSTOMER begins using the Service; or

    (b) if it is an Amendment which does not involve the delivery of a Service, the date notified by DIGIPHIL to CUSTOMER in writing in the first invoice issued in respect of the Amendment.

"Service Disconnection Form" means the forms prescribed by DIGIPHIL from time to time for service disconnection.

15. Entire Agreement

Any Agreement, including the Order Form and Specific Conditions, is the entire agreement between the Parties concerning the applicable Service and it supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service. No change, modification or waiver of any of the terms of any Agreement will be binding unless included in a written agreement (including an Order Form) and signed by both Parties.

All preprinted, standard, or posted terms and conditions in any media including without limitation (a) terms and conditions in any purchase order, acknowledgement or other document issued by CUSTOMER; or (b) terms and conditions where acquiescence requires only a mouse click, shall have no legal effect and shall not be incorporated into nor construed to amend the terms of this Agreement.

Signature over Printed Name | Date