

SCHEDULE 3.5(B) – NETWORK MOBILE SERVICES

1. APPLICATION

- 1.1 This schedule, which contains a description of the Network Mobile Services form part of the Agreement entered into between the Parties for the provision of Network Mobile Services.
- 1.2 Definitions and interpretations that are specific to this schedule are set out in Annex 1 and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

2. SERVICE DESCRIPTION

- 2.1 Network Mobile Services under this Schedule 3.5(B) shall be subject to the Customer entering into an Airtime Agreement directly with the Network Provider and the Customer shall be responsible for all aspects (including the management) of that Airtime Agreement. The Supplier shall assist the Customer wherever possible in the management of the Airtime Agreement.
- 2.2 The Supplier will be paid commission (initially and on an ongoing basis) by the Network Provider for introducing the Customer and other customers to it. Such commission may be subject to Claw-Back in certain circumstances due to the act or omission of the Customer, including if the Airtime Agreement is terminated or in respect of GSM Gateway or unauthorised use by the Customer.
- 2.3 The Customer shall indemnify the Supplier against any Claw-Back by the Network Provider in accordance with paragraph 2.2 above and shall immediately on demand pay to the Supplier an amount equivalent to the amount of which the Network Provider has Clawed-Back from the Supplier.
- 2.4 If the Supplier agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Network Provider, in respect of such mobile numbers' reimbursement must unless otherwise agreed in writing:
- 2.4.1 be claimed by the Customer not earlier than four (4) months from the date of transfer; and
- 2.4.2 be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination served at the date of the claim.

INCENTIVES

- 2.5 Where it is agreed that the Supplier shall pay to the Customer a cash incentive inducement or subsidy for entering into an Airtime Agreement, any such amounts must be invoiced by the Customer in three equal amounts, such invoices to be dated and delivered at the end of months 6, 12 and 18 of the Airtime Agreement.
- 2.6 Payment shall only be due to the Customer where the Airtime Agreement has not been terminated before the end of the Minimum Term of the Airtime Agreement. The Customer shall provide the Supplier with such evidence as the Supplier may reasonably require as to the continuation in force of the Airtime Agreement.
- 2.7 Any cash incentives or subsidies due under clause 2.5 that have not been claimed by the Customer within fourteen (14) days from the end of the Minimum Term of the Airtime Agreement become null and void.

MOBILE EQUIPMENT

- 2.8 Any Mobile Equipment supplied in connection with the Network Mobile Services shall be supplied subject to these terms and conditions. The Supplier shall endeavour to supply the Mobile Equipment as soon as practicable and reserves the

right to alter specifications or designs at any time to meet such delivery target.

- 2.9 All such Mobile Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.
- 2.10 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

3. LIABILITY

- 3.1 The Customer agrees that the Supplier shall not be liable for any loss or costs suffered by the Customer:
- 3.1.1 following any loss by the Customer of Mobile Equipment and/or the unlawful use thereof by a third party;
- 3.1.2 resulting from loss of network service or other network issues (including the porting of numbers); or
- 3.2 The Customer shall be liable for the costs incurred by the Supplier of obtaining PAC, MAC or similar codes required for the transfer of the Network Mobile Services.

ANNEX 1 - DEFINITIONS

"Airtime Agreement" means the Network Providers standard business airtime agreement as may be notified to the Customer by the Supplier or the Network Provider from time to time;

"Claw-Back" and **"Clawed Back"** mean the recovery of commission in accordance with paragraphs 2.2 and 2.3;

"GSM Gateway" means any Mobile Equipment containing a SIM Card which enables the routing of Calls from fixed apparatus to Mobile Equipment by establishing a mobile-to-mobile Call or event;

"MAC" means a migration authorisation code;

"Minimum Term" means the period during which a Customer may not terminate an Airtime Agreement without incurring a termination fee as set forth in the Airtime Agreement;

"Mobile Equipment" means any handsets, hardware or accessories that are authorised by the Supplier for Connection to the network which is used to access the Network Mobile Services;

"Network Mobile Service" or **"Network Mobile Services"** means all or part of the services provided under this Agreement and any related services that the Supplier agrees to provide to the Customer under this Schedule;

"Network Provider" means the providers we use to provide the Network Mobile Services.;

"PAC" means a porting authorisation code.