

BUSINESS VPN



www.telkom.co.ke

Identification Of The Customer Contract Holder

Company Name: <input type="text"/>		Customer ID No: <input type="text"/>
Incorporated/Registered Certificate No: <input type="text"/>	PIN No: <input type="text"/>	
* Industry: <input type="text"/>	Building: <input type="text"/>	VAT No: <input type="text"/>
Street: <input type="text"/>		Plot No: <input type="text"/>
Floor: <input type="text"/>	P.O. Box: <input type="text"/>	City/ Town: <input type="text"/>

The purpose of this document is to make it easier to send your order to Telkom Business Services. You just need to complete it, sign it and send it to your contact in the sales team.

Identification Of The Customer IT Manager Details

*IT Manager Name: <input type="text"/>	Mobile: <input type="text"/>	Email: <input type="text"/>
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Billing Details

Invoicing Address: <input type="text"/>		
Billing Contact: <input type="text"/>	Mobile: <input type="text"/>	Email: <input type="text"/>
Payer Account: <input type="text"/>		

*IT:Information Technology

Required documents for new customers: Copy of VAT certificate of Incorporation/Registration of the company, copy of PIN Certificate, latest utility bill (water/electricity), letter from client's management to authorise the client administrator, and if existing Telkom Kenya Postpaid customer, latest Telkom bill paid.

Administrative and Network Information

Network Creation	complete the tabs " Network Annex ", Business VPN Service
Site Creation	complete the tabs " Network Annex ", Business VPN Service
Network Migration	complete the tabs " Network Migration ", Business VPN Service

Affirmation

I/We certify that the information given in this form is correct. I/We understand that the services from Telkom Kenya Limited ("Telkom") are subject to the applicable Terms and Conditions and/or the Master Service Agreement (where this Service Order and Contract form comprises an order to purchase the service/product described herein (the "Service") from Telkom and shall be constructed as a legally binding contract between the Customer and Telkom. Provision of the Service is subject to receiving from the Customer any charges specified Service Order and Contract Form annexes in a form acceptable to Telkom prior to the Service provision.

Number of Pages:

Signed at:Date:

Company Representative

Full Name (surname in capital):

Signature:

Company stamp:

Acknowledgement of receipt: the Provider confirms receipt of your order by letter. The Provider will make contact with the technical contact nominated by the Customer to complete the technical parameters, which are covered by an annex.

TERMS & CONDITIONS

1 DEFINITIONS

“**Access**” refers to the component of a Service allowing access to the Provider’s Network;

“**Access Link**” refers to any telecommunication circuit or any other capacity, rented to a capacity provider by the Provider or, as applicable, by the Customer, which enables the equipment to be connected to the Provider’s Network via a POP. The Access Link may be established on a permanent or occasional basis;

“**Access Node**” or “**POP**” refers to the “physical” point of presence on the Provider’s Network, to which an Access is linked via an Access Link;

“**Beneficiary**” refers in general terms to any affiliate and/or partner designated by the Customer, likely to use or access any Service provided with respect to a Contract or Master Service Agreement;

“**Business VPN**” refers to the name of the service offered by the Provider’s Network;

“**Contract**” refers to all the contractual documents (including these Terms and Conditions) pursuant to which the Services are provided to the Customer;

“**Customer**” refers to the legal entity which has signed the Contract with the Provider;

“**Customer Network**” refers to the network set up by the Provider for the Customer, consisting of a set of Accesses which can inter-communicate via subscribed Services, including equipment, Access Links and the Provider’s Network;

“**Deployment Phase**” refers to the period before the Operating Phase during which the Provider proceeds with the start-up of the Services and/or Migration of the Access (es) ordered;

“**Existing Network**” refers to the list of service Accesses as of the effective date of the Contract, referenced in the Order, which are intended to migrate to the Target Network within the provisions of the Contract;

“**Initial Scope**” refers to all the Accesses and associated Services ordered by the Customer to be deployed/migrated by the Provider during the Deployment Phase;

“**Interface**” enables a piece of the Customer’s equipment and hardware to be connected to the Service provided within the framework of the Contract;

“**Migration**” refers to the configuration operations needed to enable a Network Access to be upgraded to a Target Network and then started up;

“**Order**” refers to the Service(s) supplied with respect to the Order Form signed by the Customer and accepted by the Provider. Any Order is issued within the framework of a Contract to which it refers;

“**Order Form**” refers to the standard documents attached to the Contract or, as applicable, which specify the information required for the provision of the Services by the Provider;

“**Operating Phase**” refers to the period after the Deployment Phase, the end date of which is indicated on the official report drawn up at the end of the Deployment Phase;

“**Preventive maintenance interruption**” refers to interruptions corresponding to periods when the Provider carries out preventive maintenance on the Provider’s Network.

“**Provider**” or “**Telkom**” refers to Telkom Kenya Limited;

“**Provider’s Network**” refers to the telecommunication network used by the Provider, to which the Customer will have access within the framework of the Contract, with the exception of the Access Links, equipment and Customer equipment;

“**Quality Assurance Plan (QAP)**” refers to the document defining the standards and working methods needed to provide the Services during the Deployment Phase and for each Site until acceptance is given. It formally establishes the relations between the Customer and Provider and aims, in a non restrictive way, to define the organisation set up by the Provider, with details of escalation procedures and the roles of the various players. It will be provided to the Customer by the Provider subject to the Customer ordering the Deployment Service;

“**Services**” are defined as the technical features offer by subscription and “**Service**” shall be construed accordingly;

“**Site**” refers to a set of Accesses located at the same geographic address as indicated on the Order; and

“**Target Network**” refers to all the Accesses, including existing network Accesses once they have migrated and/or been put into service within Service described in the Contract.

For all the terms not defined herein but used in the Contract and its Appendices, the Customer and the Provider agree to adopt the definitions given by the International Telecommunications Union (ITU) and amendments thereto.

2 PURPOSE

The purpose of these Terms and Conditions (constituting the Contract) is to define the conditions under which the Provider will provide Business VPN to the Customer.

3 CONTRACTUAL DOCUMENTS

3.1 The Business VPN Terms and Conditions is part of the Telkom General Terms and Conditions and consists of these Terms and Conditions and (if applicable) the Appendices thereto.

3.2 The Provider may change the Business VPN Terms and Conditions at any time and will give notice of the changes, modifications/variations to the Services or charges, any promotions and other information through advertisement in a daily newspaper or the Provider’s website www.telkom.co.ke. The Customer shall be deemed to have been bound by such variation by continuing to use the Services.

4 TERM OF THE CONTRACT AND ORDERS

4.1 Term of the Contract and Extension Conditions

This Contract takes effect on the signature of the first Order by both Parties and is concluded for a period of months.

Upon expiry of the minimum period, this Contract shall automatically be renewed for further periods of twelve (12) months, until terminated in accordance with the terms of this Contract.

4.2 Period for an Order

Business VPN Service Orders are subscribed for the period defined in clause 4.1, with a minimum period of 12 months, effective as of the start-up date for the Service concerned, as defined in the Service Description Appendix.

Upon expiry of the minimum period, the BVPN Service Order shall automatically be renewed for further periods of twelve (12) months, until terminated in accordance with the terms of this Contract. Any modification to an Order is made via an Order Form.

4.3 Period for an Optional Service Order

Optional Service Orders are subscribed for the same period defined in clause 4.1, with a minimum period of 12 months, effective as of the start-up date for the Service concerned, as defined in the Service Description Appendix.

Upon expiry of the minimum period, the Optional Service Order shall automatically be renewed for further periods of twelve (12) months, until terminated in accordance with the terms of this Contract. Any modification to an Order is made via an Order Form.

5 SCOPE AND CONTRACT SUBSCRIPTION CONDITIONS

5.1 Unless expressly stipulated in the Contract, every Order is considered to be issued by the Customer on its own behalf.

5.2 Beneficiaries may use or access the Service. The Customer undertakes to communicate with the said Beneficiaries of the content of the Telkom General Conditions and Contracts, together with any subsequent modification thereto. In any event, the Customer remains liable for the contractual obligations of Beneficiaries. As a result, the Provider does not have to make any direct response to a Beneficiary concerning any request in relation to the purpose of the Contract.

5.3 As necessary, the Customer may also issue Orders in the name and on behalf of Beneficiaries in its quality of authorised representative, provided that:

- (i) this is expressly indicated in the concerned Contract;
- (ii) information concerning the Beneficiaries is forwarded by the Customer. This information will be indicated in the Appendix and the Customer will inform the Provider in writing promptly of any modification that might occur, the effect of which would exclude a Beneficiary from the benefit of the Contract;
- (iii) the Customer is responsible for obtaining powers of attorney from Beneficiaries to manage the global relationship with the Beneficiary with respect to the Provider. As a result, the Provider does not have to make a direct response to a Beneficiary concerning any request;
- (iv) the Customer will provide copies of the Power of Attorney immediately on first demand of Provider and will assume vis-à-vis the Provider a joint and several liabilities for all rights and obligations of the Beneficiaries;
- (v) the Services subscribed to by the Customer on behalf of partners designated as Beneficiaries are used for communication or cross-connection purposes with the Customer or one of its affiliates.

5.4 The Provider reserves the right to request a financial guarantee from the Customer prior to the signature of an Order or at any time during execution of the Contract, such as the payment of a guarantee deposit, an on-demand guarantee or a creditworthy joint and several guarantee of solvency. The Customer will inform the Provider of the amount and date of payment or setup of the financial guarantee requested.

5.5 During execution of the Contract, the non-production or failure to update the financial guarantee requested by the Customer will lead without any notification to the suspension of the Order(s) concerned, without prejudice to any other remedy available to the Provider, notably application of Clause 15 of this document; such suspension will continue until the financial guarantee is set up. Nonetheless, during this period, the Customer will still be liable for payment of the price for the Services concerned by the said suspension which were rendered prior to the suspension.

5.6 Previous debt contracted with respect to an Order or separate contract concluded with the Provider must be settled before subscribing to a new Order.

6 ORDER PROCEDURE, MODIFICATION OF AN ORDER

6.1 Order Procedure

Any Service provision is subject to the issuance of an Order by the Customer. The appropriate Order Form specimens are given in Appendix or transmitted by the Provider at the Customer's request.

6.2 Placing a standard Order-has to be defined

An Order is submitted by the Customer through the account manager, where the Customer requirements for the service are listed including: service class (gold, silver, lite) and Service per Site.

6.3 Order with request for prior quotation

A quotation request is sent to the Provider when the Contract does not contain all the pricing information required to issue an Order. The quotation request will indicate the missing pricing elements. The Provider will reply to the Customer's quotation request within 10 (ten) working days from the date of receipt of the said request. It is specified that this period may be extended according to the specific nature or complexity of the quotation request (preliminary feasibility study, lead times relating to capacity providers other than the Provider of local public services, etc.) and the Customer will be kept informed by the Provider. The quotation is valid for one (1) month from date of receipt of the Provider's response by the Customer.

7 PROVISION OF THE SERVICES

7.1 During the Deployment Phase

The Deployment Phase consists of the Service start-up of Accesses within the Initial Scope.

- In the Common Service Description Appendix or,
 - In the Deployment Service Description Appendix when the Customer has subscribed to the Deployment Service.
- The Customer declares acceptance of the characteristics and limits of the Business VPN and, in particular, acknowledges that:

- It possesses the appropriate equipment and software and staff qualified to operate the Access correctly;
- It is aware of the nature of the Business VPN, the Customer agrees to use the Service in a reasonable manner and will refrain from any usage that is in breach of the law or current regulations; elements or data of any kind that might contravene any prevailing laws or regulations, of a threatening, shocking, defamatory nature, which might breach confidentiality agreements or infringe property rights.

It shall not knowingly or negligently transmit any electronic and/or software element via the Service that might cause or be liable to cause damage of any kind either to the Provider's information systems or to other Business VPN users.

In the event of obvious breach of this clause by the Customer, the Customer accepts that the Provider is entitled to interrupt the internet and/or application service immediately without any further formalities, without the Customer being entitled to any indemnity and without prejudice to any damages that the Provider may claim should its liability be invoked due to the breach by the Customer.

7.2 During the Operating Phase

During the Operating Phase, the Provider will provide the Customer with the Services in compliance with applicable regulations and according to the functions described for each Service in the "Service Description" Appendix. The Provider reserves the right to make operational changes to the Provider Network operating mode, provided these changes do not affect the Service or generate additional costs for the Customer.

8 INSTALLATION AND MAINTENANCE

8.1 When the provision of the Services requires the installation of equipment by the Provider on the premises designated by the Customer, the Customer will, at his/her own expense, make space available to the Provider, that meets the technical prerequisites for installation of this equipment. Installation and connection conditions are indicated in the corresponding Contracts. Customer, at his/her own expenses, will make any and all necessary adjustments or ensure the compliance of premises. The Services can only be provided to the Customer once the premises satisfy the abovementioned conditions and prerequisites. The Provider will not become involved in any dispute arising between the Customer and the owner or the premises or its representative in respect of provision of the Services.

8.2 For any work justified by the installation, operation or maintenance of a Service, the Customer must allow access to the premises by the Provider and persons authorised by the latter who justify their capacity. If installation or other work needs passing through the property of a third party, the Customer will be responsible for obtaining the authorisation of the third party. No work may be carried out on Customer or third party premises without the presence of the Customer or its representative. Any period during which the Customer's premises cannot be accessed by the Provider or its authorised representatives, pursuant to the above stipulations, will not be taken into account for the calculation of the lead times allowed for the Provider to carry out its obligations. The Customer must inform the abovementioned technicians of the existence and location of pipes/ducts (e.g. gas, electricity, water, etc.) and equipment of any kind, as well as any other risk which may occur on the premises accessed by technicians for Service implementation purposes. Before the Provider carries out any work on the premises, the Customer will provide all the necessary information on hygiene and security rules in force on the premises.

8.3 Telkom will provide Business VPN via GSM network (including EDGE and GPRS) or UMTS, 3G etc. of the operator. By opting for the Service as the primary link for non critical sites or as a back-up link of any site profile, the Customer agrees to respect the specific supply and use conditions of the mobile networks of the Provider. This solution consists of putting in place a router supplied with a connection card (PCMCIA) and a SIM/USIM card (hereafter referred to as "Card") of the Provider and giving the Customer access to the mobile network. Site connection on 3G profile can only be provided on Customer Sites which are geographically covered by the Provider radio coverage. Therefore, this type of profile is subject to eligibility conditions linked to the mobile network coverage of the Provider. A preliminary technical feasibility study will be carried out by Telkom for this purpose which, in light of the results, informs the Customer whether or not provision of the Service is feasible. The Customer undertakes to use the Service in conformity with its purpose. Therefore, in the framework of the mobile network services, the Customer shall prevent any fraudulent use of the Service, such as: use of the Card supplied with the router for any other purpose than provision of the Service; the use of Cards with any traffic rerouting solution; the use of communications for the purposes of voice over IP, video streaming and peer to peer; uninterrupted use of the Service in particular by means of automatic, continuous dialling of numbers online. Furthermore, the Customer agrees to adopt "reasonable" behaviour when using the Service, in order to enable all Customers to access mobile networks in optimal conditions.

"Reasonable" behaviour is consumption not exceeding 50 MB an hour and 3 GB a month If these use conditions are not respected, provider reserves the right to suspend and then terminate the Service, in accordance with the provisions of the Data Service Agreement.

8.4 The Service is maintained under the conditions described in each Contract concerned. In order to ensure that the quality of a Service is maintained, the Provider may need to carry out work on its network, which may temporarily affect regular operation of the said Service and, as far as possible, will endeavour to reduce any resulting disruption for the Customer. Should this work affect provision of the Service to the Customer, the Provider must advise the Customer at least two calendar days before the date of the work by letter, email, fax, sms or through the media indicating the dates, times and provisional timeframes when the Service will be interrupted. If the Service provided to the Customer is the only one likely to be affected by the work, the Provider will agree on a timeslot for the work with the Customer. If, at the Customer's request, after studying possibilities, the scheduled work takes place during non-working hours, the resulting additional costs will be paid by the Customer. Service interruptions due to work scheduled by the Provider, either in compliance with the above minimum notice period or by agreement with the Customer, carried out during a negotiated timeslot are not considered incidents and will not give rise to penalties in relation to the Provider's quality of service commitments.

9 PRICES AND CUSTOMER COMMITMENTS

9.1 The prices for Services and related pricing structures are indicated in the concerned Contract.

9.2 Prices are expressed in KES and exclude taxes. Any VAT that might be payable in Kenya in respect of this Contract will be borne by the Customer in addition to the Service prices. Prior authorisation is required from the Provider for payment by the Customer or Beneficiary in another currency. In any event, the total amount due to the Provider will be converted by the latter on the basis of exchange rates agreed upon by the parties in the concerned Contract.

9.3 Prices may be granted to the Customer on the basis of a Customer commitment in respect of a Contract. Customer commitments agreed between the parties and the consequences of non-compliance with Customer commitments are defined in the Contracts concerned.

10 INVOICING AND PAYMENT CONDITIONS

10.1 The sums invoiced on a monthly basis are payable within 15 days from the date of the invoice. Direct debit payments are allowed a further five days term. In the event of a different payment or invoicing schedule, the Master Services Agreement will specify the applicable rules, it being understood that the term for the payment of invoices may not exceed thirty (30) days. The Provider does not apply any discount. The prices for the Service indicated on invoices issued by the Provider will be printed with two decimals.

10.2 Any disagreement or request by the Customer for clarification concerning an invoice must be notified by registered letter with acknowledgement of receipt within a maximum period of 15 days as from the date of issuance of the invoice. Once this period has expired, an invoice is considered to be accepted from a principle and amount standpoint and the Provider will not accept any claims.

10.3 The one time charge invoice will be sent after the kick-off meeting organised by Telkom's project manager with the Customer. The one time charge invoice will bill Service and profile access fees, equipment and Installation fees.

10.4 The Customer will receive the first recurrent invoice after a minimum installation of 2 Sites. During the kick-off meeting, the Customer will have to define with our project manager, the first two Sites to be built. Following this process, a check-up is done each month from 25th to the end of the month, to integrate the installed Sites within the next invoice.

10.5 The monthly invoice will be sent to the Customer between 1st up to 5th. The Customer will clear the invoice as described in clause 10.1.

10.6 The Customer will receive from the Provider a consolidated invoice for every Site within the same Contract. In the aim to make the invoice clear, a first part will summarize all subscribed Services and profiles, and then second part will detail features Site by Site. Any request from the Customer, to get a different kind of bill, will be discussed within the kick-off meeting and submit to a billing survey.

10.7 Any complaint by the Customer suspends the obligation to pay the sum in dispute, subject to justification by the Customer of its claim, together with payment of the undisputed amount or, as applicable, subscription charges plus the average of previous call consumption calculated over the previous six months. Confirmation of the sum in dispute by the Provider once the complaint has been processed makes payment of this sum immediately due.

10.8 In the event of the payment of a series of invoices or partial payment, the Customer undertakes to enclose details of application of the sums paid with the payment.

Otherwise, the Provider will determine the order in which payments are applied.

10.9 Sums due by the Customer under an Order within the framework of the Contract may be transferred to another Order or Contract concluded with the Provider.

11 LIABILITY

11.1 In the event that it becomes impossible for the Provider to offer Service, both Parties will be released from their obligations under these Terms and Conditions and the Provider shall have no liability to the Customer.

11.2 The Customer accepts that some services offered by a third party carrier's network infrastructure are incompatible with Business VPN and may not be available to the Customer after connection to the Provider's Network.

11.3 The Customer accepts that as provision of certain parts of the Service(s) is dependent upon third party service providers, there may be technical limitations that inhibit the activation or provision of the Service(s). Whilst the Provider will use reasonable endeavors to rectify these issues it cannot guarantee that they will be rectified by these providers.

11.4 Without prejudice to the provisions of this clause, in the event that the interruption of service is caused by the Provider, it shall use reasonable endeavours to give the Customer reasonable notice before suspending or interrupting the Service(s). Technical Support is available to enable faults to be reported and resolved. Whilst the Provider will use reasonable efforts to procure resolution of such faults, it cannot guarantee that all faults will be corrected.

11.5 The Customer hereby acknowledges that third party monitoring services such as alarm monitoring will be affected and that any third party providers of such a service connected to the proposed network have been informed.

11.6 The Customer hereby acknowledges that the Provider cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third party carrier's network infrastructure.

11.7 The Service is used at the Customer's own risk and the Provider takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against the Provider, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the Services.

11.8 The Provider's responsibility for the Service does not apply in relation to any point beyond the Provider's equipment at the Customer Premises. The Provider shall not be responsible for any interference or degradation of service caused by any internal wiring or cabling within the Customer premises other than those performed by the Provider's staff. The Customer shall be responsible for any upgrades of such internal wiring or cabling that are deemed necessary to enable the Customer to obtain connectivity or the full connectivity speed of the Service

11.9 The Provider will use its best endeavors to make the Services available to the Customer 24 hours a day, 7 days a week. The Customer acknowledges that the Provider cannot guarantee uninterrupted service, the speed, performance or quality of the Service. The Customer further acknowledges that the Service is not fault free and there may be interruptions and/or access problems from time to time as a result of maintenance, upgrades, emergency or problems caused by third party service providers over which the Provider has no control and therefore can accept no liability for problems that may arise from the Service.

11.10 The Provider will not be liable to the Customer for any failure to perform an obligation or provide the Service(s) to the Customer because of any factor beyond its control including but not limited to acts of God, industrial action, default or failure of a third party (including unavailability of third party telecommunications and/or content services), war, civil action, governmental action or by any act or decision made by a court of competent jurisdiction.

11.11 Notwithstanding anything else to the contrary stated or implied herein, the Provider shall have no liability to the Customer whatsoever for any direct, incidental, consequential, punitive or special damages, including without limitation to, loss of profit, loss of revenue, or loss of business suffered by the Customer or any third party even if informed in advance of the possibility of such damages as a result of non-availability of the service under any circumstances whatsoever.

11.12 Subject to the exclusions set out herein, the Provider's liability for damages under this Agreement, for any cause whatsoever, and regardless of the form of action shall be limited to proven direct damages of Kshs 3,000/- per claim or series of related claims, subject to a cumulative liability of Kshs 10,000/- for all claims raised over any twelve (12) month period.

12 TERMINATION

12.1 Termination for convenience

This Contract may be terminated by registered letter with acknowledgement of receipt notice, subject to compliance with clause 13.3 hereunder. Termination of this Contract leads to termination as of right of any Orders in process. Similarly, termination of all Orders results in termination as of right of this Service Contract. Any termination decision will take effect within six (6) months of receipt of the notification.

Termination costs:

The Customer will be liable for payment of the following:

- Any Customer commitment(s) still due: should the total amount invoiced as of the date of early termination of this Contract not reach the Customer commitment, an additional amount, equal to the difference between this Commitment and the total amount invoiced will be invoiced during the first Two-month period following the date of early termination of the Contract.
- Payment of Disconnection Costs/Prices.
- For each Access for the minimum period of the Order specified in the Appendices: should the actual period of a Service for a given Access be less than the minimum scheduled term of the Order, the Customer will owe the difference between the corresponding minimum amount required and the amount invoiced by the Provider since the Service start-up date for the Access concerned.

- Any Leased Link indemnities that might be claimed by the capacity provider from the Provider.

12.2 Termination of all or part of an Order for convenience. Each Party may terminate all or part of an Order by registered letter with acknowledgement of receipt.

13 CONFIDENTIALITY

13.1 Within the framework of the Contract, any information received by one of the parties from the other will be considered confidential unless the said information is expressly qualified as non-confidential by the Party sending it to the other Party. The Customer and Provider agree to mutually respect the confidential nature of information and data received within the framework of this Contract.

13.2 The Parties thus agree not to use the said information or data when not necessary for execution of an Order and not to release said information or data to anyone else than employees or subcontractors on a strictly “need to know” basis for execution of the Order, unless prior written authorisation is given by the other Party. Information is not considered confidential if it is in the public domain at the time of disclosure, if it becomes available at a later date without a breach of confidentiality by the Customer or Provider, or if it is legitimately obtained from a third party without the latter having breached a confidentiality agreement in respect of the information. The Parties agree to comply with the obligations arising from this clause throughout the term of the Order concerned and for three years following termination thereof.

13.3 Upon termination of the Order, irrespective of the reason, each Party, receiving confidential information will return it to the other Party and destroy any duplicate copies of the confidential information that might have been made.

13.4 Non-disclosure by the two Parties of the confidential terms of the Contract must not prejudice the option offered to both Parties to transfer all or part of the Contract within the conditions.

14 TRANSFER

14.1 In the event of the transfer of all or part of the Contract by the Customer, the Parties will meet to analyse the transfer operation, the cost of this transfer and the consequences for the Contract and also to agree upon and validate the Terms and Conditions for the transfer. The Contract may only be transferred by the Customer, in part or in whole, with the prior written authorisation of the Provider.

14.2 In any event, no transfer may be made without the balance of the Customer’s account of any amounts billed to Beneficiaries first being paid.

14.3 The Provider is free to assign, or transfer the rights and obligations in all or part of the Contract to an affiliate or a third party, provided the Provider ensures all the rights and obligations undertaken by the Provider under the Contract with respect to the Customer are taken over. The Provider will be released from its obligations on the effective date of the transfer, which will be notified to the Customer by the Provider within a reasonable timeframe which may not be less than 30 days.

15. APPLICABLE LAW

This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the Laws of Kenya. Any dispute or differences of any kind whatsoever arising out of or in connection with this agreement shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators Kenya Branch, provided that where Provider claims any sums from the Customer such claim shall not be considered a dispute for purposes of this clause.

16 EFFECTIVE DATE

The effective date of this Contract is the date of the signature by both the Customer. I/We certify that the information given in this form is correct. I/We understand that the services from Telkom are subject to the applicable Terms and Conditions and/or the Master Services Agreement (where applicable) and agree to be bound by them.

Customer’s Signature:
.....

Date:
.....