


PROVISION OF DATA SERVICES AGREEMENT

MTN RWANDACELL PLC, P.O. BOX 264, KIGALI-RWANDA www.mtn.co.rw	No: _____			 <i>everywhere you go</i>
	BROADBAND <input type="checkbox"/> Wimax <input type="checkbox"/> Fiber <input checked="" type="checkbox"/> Point 2 Point	VPN: <input type="checkbox"/> Wimax <input type="checkbox"/> Fiber <input type="checkbox"/> Point 2 Point	<input type="checkbox"/> CPNET <input type="checkbox"/> CPNET-POS	

SECTION A: SUBSCRIBER DETAILS

Customer Name: **TRINITY RUTONGO MINE Ltd** _____ Account Number: _____

Tel. Contact No 1: 0788319344
Tel. Contact No 2: 0791958965 _____

Type of Customer:

Enterprise Subscriber (Individual with data request) Consumer Business Unit (Individual with no data service requests)
 Enterprise SME Micro (Company with 1-10 Employees) Enterprise SME Small (Company with 11-49 employees)
 Enterprise Corporate (Company with 50 + employees)

Company Trade License or ID/ Passport No.: 101907021 P.O Box: _____
E-mail address: finance.tm@trinity-metals.com

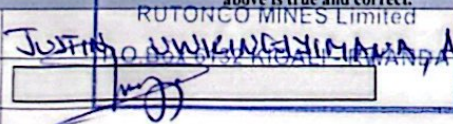
SECTION B: SERVICE DETAILS AND DURATION (Please fill in) → Months Year (s)

Description	Details	Quantity	Unit Price (VAT Excl.)	Total Price (VAT Excl.)	Total Price (VAT Incl.)	
Installation Fee	<input type="checkbox"/> Wimax:					Non-recurring
	<input type="checkbox"/> Fiber:					Non-recurring
	<input checked="" type="checkbox"/> Point to Point:					Non-recurring
Service(s)	Bandwidth (Up/Down)	Site Name				N/A
	30Mbps /30Mbps	RUTONGO MINE		992000	1,170,560	Monthly fee
	/	/				Monthly fee
						Monthly fee
Description		Quantity	Unit Price (VAT Incl.)			
CPNET -VPN Fee						Monthly fee
CPNET POS Package fee						Monthly fee
IP PUBLIC ADDRESS						
Total Start Up Cost						Fee
Total Recurring Cost						Fee

By signing this Agreement, the Customer consents to have its post-paid account information submitted to the Credit Reference Bureau Africa Limited

SECTION C: SIGNATURES

I have read understood and agree to be bound by the terms and conditions of this Agreement and declare that the information given above is true and correct.

Name and Position:	RUTONGO MINES Limited 	
Customer Signature and Official Stamp:	Justin Nwizurukwimana General Manager	Date: (dd/mm/yyyy) 14/02/2024
MTN Corporate Sales Executive Signature:		Date: (dd/mm/yyyy)
MTN EBU General Manager Signature:		Date: (dd/mm/yyyy)

Please attach: A copy of the trade license – for a company or copy of the ID/Passport – for an individual and/or a list of sites (name & bandwidth) to be connected – for multiple sites.

Sensitivity: MTN Internal

TERMS AND CONDITIONS

1. COMMENCEMENT AND DURATION

This Agreement commences on the date of activation of the Network Services subscribed to under this Agreement and shall continue for the duration specified under Section B above. Where a SUBSCRIBER selects a short-term fixed period duration (less than one (1) year), the Agreement shall terminate immediately the selected period comes to an end. Where a SUBSCRIBER selects a long-term period (one (1) year or more) the Agreement will be automatically renewable until terminated by either party giving thirty (30) days written notice of intention to terminate. In the case of long-term agreements, either party may, nevertheless, terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

2. PAYMENT

- 2.1 Upon signing of this Agreement, the SUBSCRIBER shall pay the total start-up cost (Installation fee and first Monthly Service fee) as set out in Section B above. Payment shall be made by cash or cheque.
- 2.2 The SUBSCRIBER shall pay the monthly subscription fee no later than thirty (30) days after receipt of an invoice from MTN. For any delay in payments, the SUBSCRIBER shall be required to pay a penalty of 0.05% of the invoiced amount per day. Further delay may lead to suspension in services until full payment is made. However, for CPNET services, the first invoice shall include a charge for the first month and an advance payment for the Monthly Service Fee for the following month.
- 2.3 The monthly fee for CPNET POS Services shall cover usage of up to 500MB per month, if the SUBSCRIBER exceeds 500Mb per month the additional MB usage shall be charged at a rate of RWF 30/MB.
- 2.4 The fee for IP Public Addresses shall be paid annually in advance. The SUBSCRIBER shall be charged a flat fee per IP Address for each single IP Address requested and shall be charged a discounted flat fee per IP Address if the SUBSCRIBER requests for IP addresses in a subnet. The SUBSCRIBER shall not be charged for the first four (4) IP Public Addresses it acquires for the point-to-point link connecting the SUBSCRIBER's link to the MTN Network.
- 2.5 Where the SUBSCRIBER elects to use the following subnets /29, /28, /27, /26, /25 or /24 for initial setup, two (2) of the IP Addresses will be provided at no charge since they shall be used for IP connectivity between the SUBSCRIBER's device and MTN's router.
- 2.6 If after the first year of receiving the IP Address service, and thereafter at the time annual payment is due, the SUBSCRIBER fails to make the next annual payment within a period of one (1) month after it falling due, MTN shall be entitled to disconnect the SUBSCRIBER's IP Public Address(es) after first sending SMS' and emails and making calls where necessary to remind the SUBSCRIBER of the outstanding amount due.
- 2.7 MTN reserves the right to amend the Service/Installation Fees from time to time by in accordance with any applicable regulatory conditions or business decisions however on not less than thirty (30) days written notice to the SUBSCRIBER.
- 2.8 Where the SUBSCRIBER requests and is granted approval for a short term fixed period contract (less than one (1) year), the SUBSCRIBER shall pay for the entire period upfront on signing of the Agreement.

3. MTN'S NETWORK AVAILABILITY GUARANTEE

- 3.1 MTN will offer a reliable and cost-effective service. Lines will be offered with an availability of not less than ninety-eight per cent (98%) up time calculated over a period of one (1) year.
- 3.2 For each accumulative hour of Network Unavailability that falls below the 98% guarantee, the SUBSCRIBER shall be credited with an amount equal to the pro rata charge for each hour of downtime.
- 3.3 At the SUBSCRIBER's request, MTN will calculate the SUBSCRIBER's 'Network Unavailability' for any calendar month. The SUBSCRIBER will maintain their own downtime log which will be used together with the MTN provided log of Network Unavailability to arrive at a consensus on the total number of hours the credit is to be effected for each month.
- 3.4 'Network Unavailability' is the number of minutes that the MTN Network was not available to the SUBSCRIBER, outside of the 98% guarantee, but will not include unavailability resulting from:
 - 3.4.1 MTN Rwandacell Plc scheduled Network maintenance (outside of normal working hours and with notice of at least twenty-four (24) hours).
 - 3.4.2 The SUBSCRIBER's applications, equipment, or facilities.
 - 3.4.3 Acts or omissions of the SUBSCRIBER, or any use of the service authorized by the SUBSCRIBER.
 - 3.4.4 Reasons of Force Majeure.
 - 3.4.5 Any act or omission of another network operator.

3.5 The support line available to the SUBSCRIBER for any complaints or queries is 455 3465. MTN Rwandacell Plc shall respond within a maximum of four (4) hours on weekdays (Monday - Friday) and twenty-four (24) hours over the weekend, except for where the delay is caused by reasons of Force Majeure.

3.6 Where the SUBSCRIBER cannot get through to the Call Center support line, the second call should be made to the Account Manager, where this fails the third call should be made to the Data Manager. The contact details of the Account Manager and Data Manager shall be provided to the SUBSCRIBER on request.

4. OWNERSHIP AND DAMAGE TO EQUIPMENT

- 4.1 Any MTN supplied equipment or equipment provided in terms of MTN's obligations hereunder (whether by its agents, contractors or otherwise) not paid for by the SUBSCRIBER and used for the establishment and provision of the Network Services as provided herein shall remain the exclusive property of MTN, and nothing herein contained shall be construed as granting to the SUBSCRIBER any right in the MTN supplied equipment or equipment provided in terms of MTN's obligations hereunder (whether by its agents, contractors or otherwise).
- 4.2 For any software damage of the equipment, MTN shall replace the damaged equipment at no charge to the SUBSCRIBER. For any physical damage to the equipment such as any breakage or fire or water damage caused by the SUBSCRIBER the SUBSCRIBER shall be made to pay a replacement fee, the cost of which shall vary depending on the damaged equipment.

5. BREACH AND DISPUTE RESOLUTION

- 5.1 If a party ("the defaulting party") commits a breach of any provision under these Terms and Conditions, the aggrieved party shall be entitled, in addition to all other remedies available to it in law, to:
 - 5.1.1 Terminate the Agreement, in which event, if the aggrieved party elects to claim damages the aggrieved party may retain all moneys paid by the party in default pending the determination of the final amount of damages; or
 - 5.1.2 Uphold the Agreement, in which event the full balance owing, and all other obligations owed by the party in default shall, at the option of the aggrieved party, become immediately due, payable and enforceable.
- 5.2 In case of misunderstanding between parties on the interpretation or execution of the present agreement, parties shall attempt to resolve the dispute amicably. Where this fails the aggrieved party may submit its complaints to the Kigali International Arbitration Center whose rules and procedures shall apply.

6. CONSEQUENCES OF TERMINATION

- 6.1 Should the SUBSCRIBER be in breach of this Agreement and should this Agreement be terminated as a result thereof, then the balance of the total amounts payable to MTN shall become due and payable forthwith, without prejudice to MTN's rights to all such other relief as it may be entitled to at law or in terms thereof.
- 6.2 Should MTN be in breach of its obligation, and all avenues to address the breach as stipulated in the contract have been pursued with no remedy, then should the SUBSCRIBER opt to terminate the contract, he will not be liable to pay any outstanding monies to MTN.
- 6.3 In the event of termination of this Agreement prior to the conclusion of its full period by the SUBSCRIBER, without giving the required notice of one (1) month, the SUBSCRIBER is liable immediately to pay MTN a penalty equal to total monthly fee for the Network Services subscribed to under this Agreement.

7. GENERAL

- 7.1 *Force Majeure*: A party shall not be liable for any loss suffered by any other party arising out of delay in or prevention of performance of the party's obligations due to any cause the adverse effects of which the party could not and cannot reasonably and practically avoid in the ordinary conduct of the party's business.
- 7.2 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 7.3 No party may transfer, delegate or assign that party's rights or obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.4 No party shall be liable to the other for any consequential or indirect damages or loss of profits arising out of a breach of the terms of this

Agreement, damages under this Agreement being contemplated refer only to damages suffered by a party which are directly related to the breach. Should a party elect to institute proceedings in court, the parties consent to the jurisdiction of any competent court within the Republic of Rwanda.