

GENERAL TERMS AND CONDITIONS

Article 1. Service supply

GBS guarantees to provide the proposed service to customers whose signatures on the contract confirm their acknowledgment and agreement to the following general conditions:

Article 2. Equipment and Accessories

GBS supplies the client, in compliance with the terms of the contract, with the necessary equipment and accessories available for the use of the service and secures the installation at the customer's premises.

Article 3. Coming into force and duration of the Contract

Unless otherwise agreed, the contract takes effect on the day the service becomes available to the client.

The service is available to the client for a limited period of one year from the day the work order slip is signed according to article 7.2.

The service will automatically be renewed for the same duration on the one year anniversary unless, according to Article 14, a written termination notice from the client is received 3 months prior to the expiration date.

Article 4. Amendments to the terms of the Contract

The terms of the contract are subject to modifications. GBS will notify the customers of these modifications on its internet website: www.gb-solution.com or www.gbs.cd

GBS is entitled, under any circumstances with written prior notice, to modify the features of the service.

The rates are subject to modifications according to the conditions set by the satellite network.

A contract may be cancelled by the client in compliance to Article 14, should the new conditions, service features and / or the fees of the contract are no longer acceptable to the client.

Article 5. Obligations and responsibilities of the Client

1. The client guarantees that he/she is the end-user and that he/she will not sell the service to a third party unless otherwise authorized in writing by GBS.
2. The client certifies that he/she has read the user's manual and understands the full operation of the service. In addition, the client must also certify that all his/her electrical installation is grounded and conformed to regulations.
3. The client is committed to using the service in compliance with the terms of the contract and is solely responsible for his/her usage which must abide by the law.
4. The transfer of ownership and risks relating to the equipment and accessories occurs at the time of delivery to the client.

5. The client authorizes GBS to carry out at any reasonable time, the work and fitting necessary for the installment of the equipment and accessories at his/her facilities.
6. Despite the sale of the equipment and accessories to the client, he/she acknowledges that GBS and third parties still hold the intellectual property rights attached to the software, and therefore remain the owners of the software
7. The client agrees neither to disturb the network, nor to, by any action or omission, jeopardize the service. In addition, the client agrees to take every measure available in order to prevent fraudulent intrusions, and to use the service with respect to the nature of the network and to the rights of other users.
8. The Client is solely responsible for any, direct or indirect, material or immaterial damage caused to GBS or to third parties by the Client or by a third party using the Service subscribed to by the Client.
9. The Client insures GBS against any petition or claim by third parties claiming that their rights, and more specifically their intellectual property rights, have been violated, by the use of the Service and the Client is committed to indemnify GBS for every petition, claim or damages order against GBS pursuant to this violation or, more broadly, pursuant to any of the Client's conduct or the conduct of any third party using the Service subscribed to by the Client.

Article 6. Price and billing

The service monthly rental fees are in accordance with the rates that are applicable and that have previously been agreed. These monthly fees are invoiced in advance according to the payment terms indicated on the contract.

All new installation or removal of an installation will be billed by GBS in accordance with the rates that are currently applicable. Activation fees will also be billed in the event of removal of an installation or subscription to another configuration of the Service.

Invoices are due 7 days from the issuance date, payable either in cash at one of our locations, or by bank transfer to our account (Banking information appears at the bottom of the invoice)

In reference to Article 13, all late payments past the due date will incur a 15% interest late fee.

Article 7. Obligations of GBS and guaranties

1. The international connectivity is provided by VSAT satellite. GBS is committed, as much as it is reasonably possible, to ensure the reliability of the connection, and to carry out all available means to provide the client access to the service. GBS is not, in any way, liable for any disruption or other dysfunction observed on the Client's installations upstream of this interconnection spot. GBS does not provide any express or implied guarantee with regard to the capacity of the Service to respond to the expectations and needs of the Client.

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- The connection set up at the interconnection spot is guaranteed by a service voucher signed by GBS and the client.
- GBS provides to the Client, as a guarantee on the Equipment and the Accessories delivered and installed by GBS, the same guarantee which is provided by the manufacturer within the limits specified by him and for a maximum period of one year from the date of purchase.
- GBS agrees to repair as soon as possible any disturbances that are being notified through its Help Desk and which may affect the client's use of the service.
- In respect to Article 11, GBS is not liable under any circumstances for the interruption of the service unless the disruption is due directly from an oversight by GBS.
- GBS is, however, accountable should the client suffer bodily or fatal injuries following GBS negligence.
- GBS is not liable for damages resulting from the client's failure to carry out his/her obligations, from the client's actions which may have violated the guidelines described in the user's manual, and from computer piracy from which the client may have fallen victim.
- In any event, GBS is not liable for the contents of the messages or communication, or for the data credibility that is transiting on the network. GBS is neither responsible for the services and transactions between the client and a third party, nor for their invoicing when these services are offered by third parties and accessible through GBS network.
- In respect to previous articles and supported by paragraph 6, GBS's liability is only valid (effective) in case of a serious (error) oversight committed by GBS. GBS' liability is limited to the compensation of the foreseeable, direct, personal and unequivocal damage suffered by the Client, excluding compensation for any indirect or non-material damage, e.g. loss of profits, loss of clients or loss of data.
- Except for the circumstances provided in Article 11 in which it states the conditions where GBS may be found liable, its liability would be limited to the insurance policy coverage.

Article 8. Force majeure

GBS cannot be held liable where delays or defaults in the execution of its services result from force majeure. A force majeure event is every event outside the control of GBS, unforeseeable or which it could not have prevented, for example events of war, riots, troubles, civil unrest, acts of terrorism, civil or military actions, embargos, explosions, strikes, epidemic, bad weather (including thunder), unilateral breach of contract by a service supplier of GBS, stock shortage of one of GBS's suppliers. Any actions that GBS may have to engage to secure its personnel or its equipment due to political unrest in the countries or neighboring countries where the service is being provided would be considered force majeure.

Article 9. Maintenance and Suspension

GBS may unilaterally modify the technical features of the service where the operations and the organization of the network is required. GBS reserves the right to interrupt or limit the service for maintenance purposes to carry out improvements which may in turn cause disturbances. GBS will limit the duration of such interruptions to the time required for the repair work and will not be liable to compensate for such interruptions.

Article 10. Helpdesk

GBS puts a Helpdesk at the Client's disposal, in order to deal with difficulties relating to the supply of the Service. For any question regarding the Service of GBS, the Client can :

- check GBS website : www.gb-solution.com;
- call GBS Helpdesk on +243 99 60 17400 / + 243 99 60 17401
- e-mail GBS on helpdesk@gbs.cd ou helpdesk@lub.gbs.cd

This client care is available (GMT+1) :

- Monday to Friday : 8am to 16.30pm ;
- Saturday: 8am to 12.30pm.

Outside of these hours, the client may contact our 24/7 assistance customer service line at the current applicable fees. GBS provides all the necessary means to solve the clients' problems. Upon the client's request, GBS may provide within its own ability, additional service at the applicable rate.

Article 11. Availability of the Service

- GBS guarantees an annual availability of at least 98% of the connection necessary to the supply of the Service (the « Availability of the Service ») for parabolic aeriols of 1,80 m. in diameter and 95% for aeriols of 1,20 m. If the Client has several connections with GBS, the Availability of the Service will be determined by each connection.
- The Availability of the Service is considered as contractually faulty (the « Contractual Unavailability ») where the upstream and the downstream tracks are simultaneously unavailable for more than fifteen (15) consecutive minutes. The annual Contractual Unavailability will be calculated over a period of 360 days (twelve months of thirty days) from the day where the Service is effectively operational. The Contractual Unavailability does not cover the breaks or drops in quality of the connections caused by the Client's fault or negligence or by conditions which are local to the Client's site and which are outside of GBS's control, such as weather conditions, power-cuts or power-shortage and physical damage to local infrastructure.
- In the event of a contractual unavailability of a minimum duration of 8 hours and a maximum duration of 15 days related to GBS that has been acknowledged and confirmed by GBS technical staff, the client is entitled to a compensation, calculated pro-rata at the contracted rate.
- In case of a contractual unavailability that is not caused by GBS (e.g. satellite failure), the compensation is limited to a

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pro rata of the indemnity received from the person responsible of the unavailability apportioned between the various clients of GBS at its own initiative.

5. Payment of this contractual indemnity will be issued on a credit note that will appear on the next billing statement and will eliminate any of the potential claim that the client may have against GBS.

Article 12. Time-limit to carry out repairs

1. If the client notices an interruption (disruption) in the service, he/she must inform GBS by calling GBS's Helpdesk. A Trouble Ticket will be issued by the Helpdesk operator including the information provided by the Client and additional information provided by GBS's technicians.
2. As soon as the Trouble Ticket is issued, the Helpdesk operator will first try to determine the origin or the cause of the problem with the Client. Once the problem is identified, GBS will either be able to pursue the repair from a distance or GBS will have to send some technicians onto the site to undertake the repairs.

For Kinshasa:

- Within 24 hours (for clients with 1 to 10 connections)
- Within 8 hours (for clients with 11 to 20 connections)
- Within 4 hours (for clients with 20+ connections)

For the interior:

To be determined case by case based on the location of the equipment.

3. GBS guarantees to immediately take the necessary measures to carry out the repairs as soon as possible after being informed by the client.
4. During the repairs, the Client will have to remain available and cooperate with GBS.
5. As soon as the problem is resolved, GBS will inform the client who will in turn need to sign the work slip to complete the assignment (transaction).
6. The contractual unavailability is suspended under the following conditions:
 - All the tests that can possibly be undertaken from a distance were carried out but the Client's cooperation was impossible due to the nonattendance of the Client's staff on the site.
 - The Client asks GBS to postpone the repairs.
 - The Client does not allow GBS to carry out the repairs as they will entail the interruption or disruption of other services while the repairs are carried out.
 - The Client requests extra time to carry out his/her own tests

Article 13. Suspension and termination of the Contract

1. GBS reserves the right to suspend the service for 7 calendar days if the client does not fulfill or partially fulfills his/her contractual obligations, more specifically his/her obligation to pay in due time for the service rendered. This suspension of service can take place on the first day after the payment is late. Fees to reactivate the service will apply. GBS reserves the right to cancel the contract should the client's unpaid balance is not remitted within 30 days after the payment due date.
2. GBS can temporarily suspend the client's access to the service when a complaint by a third party service user is filed, claiming that the client's service has infringed upon his/her rights after a formal notice has been sent to the client by GBS and no action on his/her part has been taken within 5 days of the date of the notification. If the Client acts upon the letter, GBS is entitled to communicate to the complaining party the supporting documents provided by the Client. If the complaining party considers the documents unsatisfactory, GBS is entitled to temporarily suspend the Client's access to the Service.
3. Where the Contract is suspended for any of the reasons mentioned in Articles 13.1 and 13.2, the Client is not entitled to any damages. Furthermore, while the Service is suspended, payment for the service remains due.
4. The suspension of the Service will end when the Client complies with his/her obligations. The Service is resumed for a set fee to be paid by the Client in accordance with the rates that are currently applicable.
5. Where the Client is in substantial breach of his/her obligations, mainly where GBS or third parties' rights are manifestly being breached, where the integrity of the Service or good running of the network is endangered, or where the misuse or excessive use of the Service does not allow GBS to evenly satisfy the interests of other clients sharing the same bandwidth, GBS can immediately suspend the Client's access to the network and take all necessary technical measures to safeguard the integrity of the Service and the good running of the network. GBS will then send a formal letter to the Client requesting him/her to comply with his/her obligations. If within five working days from the day following the dispatch of the letter, the Client does not fulfill his/her obligations and does not formally commit to fulfill them in the future, GBS is entitled to terminate the Contract immediately. The termination of the Contract does not entitle the Client to the payment of any damages.

Article 14. Termination of the Contract by the Client

The Client can, for any reason, terminate the Contract before its termination date. In this event, the Client will have to pay, besides the outstanding bills, an indemnity for early termination of the Contract, irrevocably set at three months of Service. In this event, the client must notify GBS and request a receipt acknowledgment of this letter from GBS. Should the client terminate early his contract, he/she is responsible to pay his/her outstanding balance in addition to an early cancellation fee set at three months of service. All materials provided by BLR stay the ownership of GBS

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until the term of the first year contract. In the case of an early termination, all materials must be returned to GBS.

Article 15. Confidentiality

All parties involved guarantee that all commercial, technical, and financial information must be treated with confidentiality during the term of contract and after its termination regardless of the reason of the cancellation except when there is a prior written consent by either one party, and except where the communication of the terms of the present contract is necessary pursuant to the law or to allow one of the parties to assert his/her rights in a law suit or other procedure or to respond to valid requests by any administration, particularly the inland revenue or judicial authorities.

Article 16. Miscellaneous

1. The contract is non-transferable except where GBS has given prior written consent.
2. This contract is governed by the law of D.R. of Congo
3. The parties will use all available means to settle out of Court of Law any dispute which may arise from the interpretation or execution of the present Contract. In the absence thereof, any continuing dispute shall be submitted to the exclusive jurisdiction of Kinshasa courts (Democratic Republic of Congo)
4. All written communication enforced by the present contract must be submitted to GBS or to the client at the address mentioned previously at the time the order was placed.
5. Should a clause or partial clause be deemed invalid, the remaining part of the clause along with the contract will remain in full force and in effect.
6. The Contract is final, complete and total expression of the parties. It overrides all prior, written or oral agreements, between them.

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