



General Terms and Conditions of Service

1. The following capitalized terms shall have the following meanings:
 - 1.1. **"Committed Data Rate"** or **"CDR"** shall mean the minimum data rate committed by Customer as specified in the OF.
 - 1.2. **"Campana IP Network"** shall mean the Provider's Internet Protocol (IP) routing infrastructure identified by AS number 136168 on the Campana Network, monitored and managed by Provider's network management system and which transports Customer Traffic.
 - 1.3. **"Campana Network"** shall mean the telecommunications network which carries customer traffic between equipment that is owned and/or operated by Provider.
 - 1.4. **"Customer Port"** shall mean a physical interface on the Campana IP Network connected to the Customer Equipment that is dedicated solely for the Customer's use and exchange of Customer Traffic.
 - 1.5. **"Customer Premises"** shall mean any location or locations off the Campana Network selected by Customer to which Service will be delivered.
 - 1.6. **"**
 - 1.7. **"Customer Traffic"** shall mean IPv4 or IPv6 packets transmitted and received by Customer on the Campana IP Network via the Customer's Port(s).
 - 1.8. **"Default Interest Rate"** shall mean one percent (1%) per month.
 - 1.9. **"Excluded Items"** shall mean any outage, unavailability, delay or other degradation of the Internet Service related to, associated with or caused by (i) Planned Maintenance, (ii) Customer actions or inactions, (iii) Customer provided power or equipment, (iv) a Force Majeure Event, or (v) any third party, excluding any third party directly involved in the operation and maintenance of the Campana IP Network but including, without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties.
 - 1.10. **"Facilities"** shall mean all devices and equipment provided by Provider that are used to provide the Services, including, without limitation, all terminal and other equipment, wires, fiber optic cables, lines, circuits, ports, routers, switches, cabinets, racks, private rooms and the like. The term "Facilities" shall not include any such equipment or devices sold to Customer by Provider or owned by Customer or made available by Customer itself. Except as otherwise agreed in writing by the Parties, title to all Facilities shall remain with Provider.
 - 1.11. **"Force Majeure Event"** shall mean an event that is beyond the reasonable control of a Party that has occurred without its fault or negligence.
 - 1.12. **"Governmental Authority"** shall mean any nation or country and any commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including, but not limited to, courts, departments, commissions, boards, bureaus, agencies, ministries or other instrumentalities.
 - 1.13. **"Internet Service"** shall mean the routing and transmission of IPv4 and/or IPv6 Customer Traffic across the Campana IP Network, to and from the Customer Port.
 - 1.14. **"Laws"** shall mean all laws (statutory, judicial or otherwise), ordinances, regulations, judgments, rules, orders, directives, proclamations and requirements of any Governmental Authority, including without limitation the Anti-Corruption Law of 2013, Pyidaungsu Hluttaw, Law No. 23.
 - 1.15. **"Monthly Recurring Charge"** or **"MRC"** shall mean the amount of charges for the Internet Services that will be paid monthly in arrears for the duration of the Service Term [or Extended Service Term], except if otherwise stipulated in the OF.
 - 1.16. **"Non-Recurring Charge"** or **"NRC"** shall mean the amount of non-recurring charges for the Internet Service as stipulated in the OF.
 - 1.17. **"Notice of Completion"** shall mean a written notice from Provider that the Service has been installed and tested by Provider and is functioning properly in accordance with the specifications set forth in the applicable Service Terms and/or OF.
 - 1.18. **"Off-Net Circuit"** shall mean a circuit between the Customer requested end point and the Campana PoP that is provisioned through a third-party provider for use by Customer for the delivery of the Internet Service.
 - 1.19. **"On-Net Service"** shall mean Internet Service that both originates and terminates on the Campana Network.



- 1.20. **"Order Form"** or **"OF"** shall mean the form designated by Provider that sets out the details of Service to be provided by Provider and purchased by Customer.
 - 1.21. **"Packet Loss"** shall mean the average percentage of IP packets lost for every one hundred packets transmitted from the source Pop to the destination Pop across the Campana IP Network during a calendar month, as measured by Provider.
 - 1.22. **"Planned Maintenance"** shall mean any preventative, routine or scheduled maintenance that is performed on a Service, or the Campana Network or any component thereof, which is reasonably likely to affect the Service.
 - 1.23. **"Point of Presence or PoP"** shall mean space owned or leased by Provider or any of its affiliates for the purpose of, among other things, locating and collocating communications equipment and to which the Campana IP Network is directly connected for the purpose of managing services.
 - 1.24. **"Service Charges"** shall mean the fees or charges payable by Customer to Provider for each Service, as identified in the OF, Service Terms or other documentation corresponding to the Service.
 - 1.25. **"Service Commencement Date"** shall mean the date the Service is accepted or deemed accepted and billing commences for Service Charges.
 - 1.26. **"Service Delivery Specifications"** means the objectively verifiable specifications set forth in the OF or the Service Terms.
 - 1.27. **"Service Level"** shall mean the service levels governing the quality of the Services, as described in the Service Term.
 - 1.28. **"Service Level Credit"** shall mean the credit calculated as a result of Provider's failure to meet a Service Level.
 - 1.29. **"Service Term"** shall mean the term of each Internet Service as specified in the OF.
 - 1.30. **"Service Unavailability"** or **"Unavailability"** shall mean the percentage equal to the total number of minutes in a billing month during which the Internet Service is not available to the Customer due to a fault on Provider's Network, as measured by Provider, with the exception of the fault being attributed to one of the Excluded Items.
 - 1.31. **"Tax"** shall mean any national, federal, stock, local, municipal, regional, provincial or foreign tax, governmental duty, telecommunications charge or other charge of any kind imposed by any governmental or other taxing authority, including any interest, penalty, addition or other amount related thereto, whether disputed or not.
 - 1.32. **"Termination Charge"** shall mean the charge payable by Customer for termination of the Service as further described herein.
 - 1.33. **"Transit Latency"** shall mean average time in milliseconds for an IP packet to travel from a specific source Pop to a specific destination PoP on the Campana Network and then return, as measured by Provider during a calendar month.
2. Provider will become obligated to deliver the Service(s) requested by Customer only upon the full execution of the OF by both Parties.
 3. A fixed term of service shall be specified on the OF corresponding to each Service (the "Service Term").
 4. Upon installation of the Service, Provider will deliver to Customer a Notice of Completion. Upon receipt of the Notice of Completion, Customer shall have a period of twenty-four (24) hours to confirm that the Service has been installed and is functioning properly in accordance with the Service Delivery Specifications set forth in the applicable OF.
 5. The Customer may reject the Service in writing on the basis that the Service fails to meet the Service Delivery Specifications by providing specific evidence of such failure. If the Customer timely rejects the Service, Provider will correct any deficiencies and the same terms shall apply to delivery and acceptance of the Service until Customer accepts or is deemed to have accepted the Service.
 6. Customer's use of the Services, other than for testing purposes, will be deemed to constitute Customer's acceptance of the Services. The Service Commencement Date shall occur on the date Customer accepts or is deemed to have accepted the Service.
 7. Non-Recurring Charges shall be invoiced upon Provider's acceptance of the relevant OF and payable within thirty (30) working days of the invoice date. Monthly Recurring Charges shall be invoiced monthly in arrears from the Service Commencement Date, or as specified in the relevant OF.
 8. Unless Customer provides Provider with written notice at least thirty (30) days prior to the expiration of the initial Service Term of its intention to allow the Service Term to expire, then the Internet Service shall, upon expiration of the initial Service Term, revert to a month-to-month Internet Service until terminated by either Party upon thirty (30) days'



prior written notice to the other Party (the "Extended Service Term"). Customer shall be liable for the Monthly Recurring Charges during the Extended Service Term as per the initial Service Term until termination of the Internet Service.

9. Burstable usage is charged on a monthly basis in arrears and shall be based on 95th percentile methodology with 5 minutes sample interval within a calendar month.

10. Customer is responsible for all Service Charges attributable to Customer incurred with respect to Service, even if incurred as the result of fraudulent or unauthorised use of Service; except Customer shall not be responsible for fraudulent or unauthorised use by Provider or its employees.

11. Customer shall pay all undisputed invoiced amounts due without set or deduction in immediately available funds to the Provider's bank account designated in the OF within thirty (30) days from the date of invoice. Any Service Charges not paid when due shall accrue interest at the Default Interest Rate.

12. All Service Charges shall be paid exclusive of Tax.

13. In the event of any change in applicable Laws, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, Provider and Customer will mutually agree upon the rates to be charged to Customer to reflect such increase in cost.

14. In the event Provider does not achieve a particular Service Level in a particular month, Provider will issue a Service Level Credit to Customer as set out in the Service Terms upon Customer's request. To request a Service Level Credit, Customer must contact Provider or deliver a written request (in a form reasonably requested by Provider) via email at customerservice@campanaworks.com within thirty (30) days of the end of the month for which a Service Level Credit is requested. All Service Level Credits must be validated and approved by Provider in its sole reasonable discretion based on its network records, in which case they will be applied against the Service Charges for the next billing period, as specified in the OF.

15. The Parties hereby acknowledge and agree that Provider's sole liability and Customer's sole remedy for damages arising out of the furnishing or failure to furnish Service (including, but not limited to, mistakes, omission, interruptions, failure to transmit or establish connections, delays, errors or other defects) is limited to the Service Levels applicable (if any) to the affected Service, as described in the applicable Service Terms. Customer acknowledges and agrees that the Service Level Credits available to it under the Service Terms for any such deviation from the Service Levels represents a reasonable pre-estimate of all of its resulting losses, and Provider shall have no further liability to Customer for the failure to achieve the Service Levels.

16. Except for the obligation of Customer to pay Service Charges when due, neither Party shall be held responsible for any delay or failure in performance of any of its obligations under this Agreement, to the extent such delay or failure is caused by a Force Majeure Event.

17. Nothing in this Agreement shall create or vest in Customer any right, title or interest in a Service, any intellectual property of Provider, or any equipment of facilities comprising the Campana Network, other than the right to use the Service during the Service Term.

18. Customer shall use a Service only for the purposes for which it is designed and provided, and shall be solely responsible for any fraudulent, unauthorised or improper use of a Service. Customer's use of the Services shall be such as not to interrupt, interfere with or impair service over any of the facilities comprising the Campana Network.

19. Customer shall be solely responsible for the content of information and communications transmitted using the Services and use and publication of communications and/or information using the Services.

20. Customer shall not take and shall not permit others to take any action that interferes with the operation of the Facilities or the Campana Network or causes the imposition of any lien or encumbrance on the Facilities or the Campana Network.

21. Customer shall at its sole cost and expense allow or secure access rights for Provider or its contractors to the Customer Premises for the purposes of installing or maintaining the Facilities or the Service, and shall be responsible for providing and maintaining the correct environmental conditions at the Customer Premises required for the operation of the Facilities and the Service.

22. Both Parties hereby represent and warrant to Provider that (a) they are corporations duly organised and validly existing under the Laws of the Republic of the Union of Myanmar; (b) they will comply with all Laws, including without limitation the Anti-Corruption Law of 2013, as amended, and Laws relating to provision and use of the Service; and (c) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate action on the part of each Party and this Agreement is a valid, binding and enforceable obligation of Customer enforceable against each of them. Additionally, Customer represents and warrants that its use of the Services shall at all times comply with Provider's acceptable use policy (located at <http://www.campanaworks.com/products-and-services>) as may be amended by Provider from time-to-time.



23. If Customer does not pay Service Charges by the Due Date and has not paid within 20 days of written notice from Provider to pay, Provider shall be entitled to suspend or terminate the Service immediately with no further notice.

24. If either Party commits a material breach of the Agreement and does not cure the breach within 30 days of written notice to do so from the non-breaching Party, the non-breaching Party shall be entitled to suspend or terminate the Service immediately with no further notice.

25. Either Party may terminate this Agreement immediately upon written notice if any proceeding in bankruptcy, reorganisation, insolvency, liquidation or receivership is commenced by or against either Customer or Provider.

26. Upon termination of a Service for any reason whatsoever, Customer shall promptly arrange for the removal of Customer's equipment (if any) and the like from Provider's space within fifteen (15) days of the effective date of such termination. Termination of a Service or of the Agreement shall not affect the rights and obligations of the Parties accrued prior to termination.

27. If a Service is terminated due to Customer's breach or by Customer for convenience, Customer shall pay Provider a Termination Charge equal to the sum of: (i) all unpaid amounts for Internet Service provided through the date of termination; (ii) (a) 100% of the remaining Monthly Recurring Charge that would have been incurred for the Internet Service for the Service Term; and (iii) 100% of any documented third party cancellation/termination charges and any other recurring or non-recurring charges related to the termination of Internet Service. The Parties acknowledge that the Termination Charges are a genuine estimate of the actual damages that Provider will suffer and are not a penalty.

28. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY ORDER FORM, PROVIDER HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CAMPANA NETWORK, FACILITIES AND SERVICES PROVIDED BY PROVIDER HEREUNDER.

29. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE UNDER AN ORDER FORM OR SERVICE TERMS OR OTHERWISE OUT OF OR IN RESPECT OF THIS AGREEMENT (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

30. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE FOR THE PRIOR TWELVE (12) MONTH PERIOD BY CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH SOLELY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

31. Subject to Section 30, each Party shall indemnify the other Party from any claims by third parties (including any Governmental Authority) and expenses including legal fees and court costs respecting (a) damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct; or (b) a breach by either Party of this Agreement.

32. Each Party understands and acknowledges that any data or information, oral, written, or obtained by observation, that relates to the other Party or its business activities and that is not in the public domain or is otherwise of a proprietary or confidential nature (collectively, "Confidential Information") represents valuable information entitled to protection. From the Effective Date until three (3) years following the expiration or termination of this Agreement, each Party shall maintain confidential and not disclose the Confidential Information of the other Party, and shall use the same level of care with respect to the Confidential Information of the other Party as it uses with respect to its own Confidential Information (and always with at least a reasonable degree of care).

33. The confidentiality obligations set forth above shall not prohibit disclosure of (a) information previously known to the receiving Party; (b) information which is or becomes publicly known through no wrongful act of the receiving Party; (c) information received from a third party who is not subject to confidentiality obligation; (d) information required to be disclosed by a governmental agency or court order; or (e) in the case of Provider, to prospective lenders to Provider or its affiliates or to prospective underwriters or purchasers of any offering of debt or equity securities of Provider or any of its affiliates. The Parties may disclose Confidential Information to their accountants, legal and financial advisors and consultants as necessary for the performance of their obligations under this Agreement; provided that the disclosing Party shall cause such persons to adhere to the confidentiality requirements of this Agreement.

34. Notwithstanding the foregoing, in the event that either Party intends to disclose any Confidential Information pursuant to Section 33(d), such Party agrees to (a) provide the other Party with prompt notice before such disclosure in order that such Party may attempt to obtain a protective order or other assurance that confidential treatment will be accorded such Confidential Information and (b) cooperate with Provider in attempting to obtain such order or assurance.



35. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of the Union of Myanmar excluding that body of law known as conflicts of law.
36. This Agreement and any Service shall not be assigned or otherwise transferred by Customer without the written consent of the Provider, which shall not be unreasonably withheld or delayed. Any assignment, transfer or other disposition by Customer in violation of this Section 36 shall be null, void and of no force and effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
37. During the performance of this Agreement, it may be necessary for Provider to transfer, process and store billing and utilisation data and other data necessary for Provider's operation of the Campana Network and for the performance of its obligations under this Agreement. Customer hereby consents to Provider's (a) transfer, storage and processing of such data; and (b) use of such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.
38. This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Provider and Customer are hereby superseded insofar as they relate to the Services being provided hereunder. This Agreement may be amended only in writing and signed by a duly authorised representative of each of Provider and Customer.
39. The waiver by either Provider or Customer of any breach of this Agreement by the other in a particular instance shall not operate as a waiver of subsequent breaches of a same or different kind. The failure of either Provider or Customer to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of its right to exercise the same or different rights in any subsequent instance.
40. If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect and Provider and Customer shall promptly negotiate a replacement.
41. Under this Agreement, both Provider and Customer shall be independent contractors, maintaining complete control over their own employees, personnel and operations. This Agreement does not, and shall not be deemed to, establish any relationship of partnership, joint venture, employment, fiduciary or agency between Provider and Customer.
42. Each Party shall bear its own costs of and incidental to the negotiating, drawing and settlement of this Agreement. Customer shall be liable for any stamp duties or similar imposts required in the Customer's home jurisdiction.
43. This Agreement is for the sole benefit of the Parties. Nothing expressed or implied in this Agreement shall give, or be construed to give, any person or entity other than the Parties themselves any legal or equitable rights, remedies or causes of action hereunder or in respect hereof.
44. The rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the contract shall not apply.
45. Notices required under the Agreement shall be sent to the Customer email address listed in the Order Form, or to Campana at customerservice@campanaworks.com.