



NWNS VSAT Implementation

Terms and Conditions – June 2010

These General Implementation Terms & Conditions set forth the obligations of NWNS and the Customer in connection with the installation and maintenance of VSAT systems. Typical demarcation of responsibility between Customer and NWNS is the satellite modem interface connector unless agreed differently.

1. Standard VSAT services:

“Standard Service” shall mean the provisioning by NWNS to Customer of:

- 1.1 Typical VSAT site survey at Customer’s site as defined and described in paragraph 14;
- 1.2 Typical VSAT installation & commissioning of equipment at Customer’s site as defined and described in paragraph 18;
- 1.3 Typical VSAT maintenance and service restoration of specified equipment and defined services at Customer’s site as defined and described in paragraph 19;
- 1.4 Typical VSAT de-installation;

As far as not expressly provided or stipulated to the contrary, the Customer is obligated to ensure at its own expense that the installations are performed and maintained under the conditions described in the paragraphs below. Or alternatively phrased: Under the terms of the agreement between Customer and NWNS, service is limited to the matters referred to in this paragraph 1 and NWNS shall not be responsible for provision of any other services unless specifically agreed in writing.

2. Additional services which are never included in the “standard VSAT services”:

If preliminary work is necessary for the installation of the VSAT, which is not contained in the scope of performance of the standard installation, then these can be performed by NWNS upon request, including but not limited to:

- 2.1 Structural survey;
- 2.2 Performance of construction work (wall breakthroughs, excavations, foundations, etc.);
- 2.3 RFI (Radio Frequency Interference) survey;
- 2.4 Electrical Survey (electrical building earth testing, UPS load assessment, mains assessment);
- 2.5 VSAT license attainment for Customer’s site on behalf of Customer;
- 2.6 Installation and testing of peripherals behind the demarcation line of NWNS responsibilities. Such activities may include preconfigured router take on, VoIP equipment implementation, WAN & LAN improvements and end-customer service activation support;

- 2.7 Equipment supply;
- 2.8 Equipment clearing / importation;
- 2.9 Fencing of the ODU (external unit) to protect against unauthorized access;
- 2.10 Antenna radiation (near field and far field) calculations and verification measurements;
- 2.11 End-user management services;

Please note: For the avoidance of doubt, above listed options are never included in a standard offer for VSAT implementation and shall be additionally quoted and invoiced to Customer according to the expenses involved and in many occasions only after site survey. The same applies accordingly for dismantling of the VSAT.

3. Customer Site:

“Customer Site” shall mean a location nominated by the Customer. Customer is responsible for ensuring that the view of the antenna to the satellite is not restricted by any means. Individual measures which must be taken to ensure an unrestricted view and which are to be taken during a site survey visit and recorded in a site survey protocol shall be determined by NWNS in consultation with the Customer in its reasonable discretion. The Customer shall prevent later changes in the environment of the antenna which could restrict the view of the antenna.

Customer bears the responsibility for complying with the respectively applicable safety and security regulations.

4. Equipment:

“Equipment” shall mean equipment typically purchased by Customer for the purpose of installation at Customer’s site. Since equipment is Customer’s property, NWNS cannot be held responsible or liable for any costs, damages, lost service and interruptions, etc caused by any delays or faults irrespective of cause.

5. Implementation Resources

One of NWNS objectives is having skilled and reliable technical & non-technical support, meeting NWNS’ Customer requirements, in each individual country. Such support are called NWNS Field Service Representatives (FSR aka Ground Operators) and are independent businesses operating in-country with a proven record of technical and (if required) regulatory expertise to assist in the deployment of an array of telecommunications solutions. The NWNS Field Service Representative focuses on getting (satellite) telecommunications systems installed at Customer specified locations, assuring that systems operate correctly and are well maintained.



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If possible NWNS prefers using in-country or regional representatives. However NWNS has not yet local support contracted in every individual country. Not having a Field Service Representative available in a certain country can have the following reasons:

- Economical not feasible;
- No business need, or;
- No skilled support available;

It however does not mean that NWNS cannot deliver services in countries where the company has not yet local support available. On the contrary, the company has access to a number of NWNS employees or associates who are trained and used to do works in remote and hard to reach locations. If business justifies or demands local support, NWNS will make sure this demand is fulfilled.

NWNS offers to Customer three (3) options if it is about the service implementation and maintenance.

- 1) The use of local resources;
- 2) The use of foreign (NWNS) staff;
- 3) The use of foreign supervision and local support staff;

All offers have their own pros and cons and cost structure and Customer must realize this before making any implementation decision.

6. End-user Management:

“End-user management” shall mean direct coordination with Customer’s end-customer. This is typically not included in the services offered. NWNS expects Customer to do all coordination and arrangements directly with the end-user. At additional charges NWNS is prepared to take over this responsibility from Customer.

7. Standard Lead Time for Implementation:

- 7.1 Dates for completion of installations at Customer site will be agreed between the parties and will be estimates only. NWNS will use reasonable endeavors to meet these dates, and shall provide Customer with regular written updates on progress with every such installation and in particular shall inform Customer as soon as possible if NWNS becomes aware of any likely slippage in installation date.
- 7.2 Standard lead time before conducting a typical site survey is two (2) weeks after service acceptance.
- 7.3 Standard lead time before executing a typical installation is minimal two (2) weeks after equipment has been delivered to site under the condition that service order has been accepted

and all permissions for installation have been obtained.

8. Ad-hoc Implementation and Aborted Visit:

- 8.1 In the event Customer wants NWNS to act faster than the typical lead time as defined under 7.1 and 7.2., NWNS has the right to charge Customer an additional ad-hoc compensation fee of 25% (lead time 1 week) or 100% (lead time less than 1 week) on top of the agreed amount for service. Customer’s approval in writing and revised Purchase Order will remain required to execute such service order;
- 8.2 A visit aborted for reasons beyond the control of NWNS will be charged at 50% of the agreed service fee + travel cost if applicable;

9. Service Quotation:

- 9.1 Prior to any service acceptance, NWNS shall provide Customer with a budgetary estimate for the services requested. Requests for quotation have to be send to request@nwns.org;
- 9.2 Unless stated differently, pricing for installation assumes one (1) typical installation in the capital of the country. If more than one (1) install is required OR the install is not in the capital other prices will apply;
- 9.3 Therefore it is Customer's responsibility to accurately specify the services required. To be able to quote correctly the following basic input is mandatory:
 - Country and exact location;
 - Services required: e.g. site survey, installation, maintenance + response times, license attainment, equipment supply or importation, specific requirements;
 - All technical details: e.g. size of antenna, frequency range and satellite, type of BUC, type of modem, router type, etc;
 - Type of end-user: e.g. consumer, commercial business, NGO, embassy;
 - Site access requirements: e.g. only security cleared engineers of specific nationality have access to site
 - Anticipated in-service date;
 - Alternatively NWNS’s Request for Quotation Form can be used;
- 9.4 NWNS reserves the right to do an Installation pricing review after site survey at Customer’s site. The Installation pricing review requires Customer’s acceptance and signature before installation will be completed.



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- 9.5 Unless stated differently, pricing for maintenance assumes one (1) typical installation in the capital of the country with a response time of 24 hours. If other response times are required OR maintenance for more than one install is required OR the install is not in the capital other prices will apply;
- 9.6 Rate cards produced and published by NWNS are for reference purposes only;

10. Travel:

Travel costs to and from Customer's site is only included in the quotation for service if Customer's site is located within 50 km radius or 1 hour travel time from the nearest NWNS representative location usually the capital of the country. Travel costs, if any, will always be quoted and invoiced separately. In general travel and lodging costs are billed back by NWNS to Customer at cost + 15%.

11. Service Ordering:

All Customer service orders shall be covered by a Framework Agreement between Next World Network Services FZC, a company with head office at Fujairah Free Zone – United Arab Emirates ("NWNS") and Customer. Such Agreement must cover the terms and conditions under which the services may be ordered via NWNS to be provided by NWNS or third parties under contract to NWNS.

- 11.1 NWNS has a standard "Service Ordering Agreement" that can be used. Alternatively NWNS can consider Customer's service agreement;
- 11.2 Each service order or purchase order shall include a description of the technical characteristics of the service, exact description of the required service and confirmation of the agreed compensation plan;
- 11.3 Additional activities require either an additional service or purchase order or the amendment of the existing service or purchase order;
- 11.4 NWNS does not accept service orders or purchase orders issued verbally or service orders without clear delivery term;

12. Service Order Acceptance:

NWNS will confirm, in writing, every acceptance of service order and/or dispatch request. The confirmation statement includes a plan of action, expected date of delivery and name of account holder.

- 12.1 If balance of Customer's account is overdue then new service orders will not be processed and accepted until Customer's account is cleared;
- 12.2 NWNS will execute a service order or request for dispatch if:
- Customer has submitted a service order and/or purchase order clearly stating the terms and conditions under which the service has to be executed;
 - If the terms for Customer's order are "Cash with Order" Customer's order will only be processed and accepted after Customer's payment has been received;
 - If the terms for Customer's order are "Deposit with Order" Customer's order will only be processed and accepted after Customer's deposit has been received;
 - If the service or request is covered by a maintenance agreement;

13. Invoicing:

- 13.1 For site survey charges - payable on completion of the site survey. NWNS shall deliver an invoice immediately after completion of the site survey;
- 13.2 For installation charges - payable on completion of the installation. NWNS shall deliver an invoice immediately after completion and acceptance of the installation.
- 13.3 For maintenance charges - payable quarterly in advance. NWNS shall deliver an invoice no later than the end of the quarter following the month to which such charges relate;
- 13.4 For equipment and license orders - payable in advance. NWNS shall deliver an invoice before it processes the order;
- 13.5 For consultancy activities will apply special conditions mutually agreed between Customer and NWNS;



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14. Typical VSAT Site Survey:

NWNS staff, partners or subcontractors shall, prior to installation, conduct a site survey at Customer site for the purpose of establishing the suitability for, and the appropriate method of, installation at Customer site and try to identify any particular problems there.

- 14.1 A physical site survey includes a survey, technical advice regarding position, antenna mount and cabling. A typical site survey requires in general one person and less than 4 hours on site;
- 14.2 Occasionally and depending on what will be installed NWNS or the Customer may decide to skip the site survey visit;
- 14.3 If Customer does not have its own site survey form, NWNS will use its own standard site survey form. This form will provide Customer at least with the following critical information;
 - Site specific information necessary to design and implement the customer contract requirements;
 - The insurance that the chosen installation site has a clear view to the desired satellite;
 - Best placement for the antenna;
 - Type of mount needed (penetrating or non penetrating);
 - Location of the indoor equipment;
 - Path and length of the cable run;
 - Any special problems that may affect the installation such as landlord approval or contractor issues;
 - Confirmation of the interface requirements;
- 14.4 Never included in the quotation for typical site survey:
 - Structural Survey;
 - Radio Frequency Interference (RFI) Survey);
 - Electrical Survey (mains assessment, grounding measurement, UPS loading calculations);
 - End-user management and coordination;
 - Arranging for landlord approval;
 - Detailed information about how to procure permits and licenses;

15. Optional: Structural Survey:

In the event of any roof loading doubts or a typical non-penetrating antenna mount (NPM) cannot be used for the surveyed location or building alterations have to be made a structural survey including static calculations may be required. Such a specific structural survey is an inspection of a particular structural problem or concern, and would include any related matters.

- 15.1 Unless agreed differently, Customer shall at its own expenses organize a professional structural (follow-up) survey;
- 15.2 For the purpose of a penetrating antenna mount design, the engineer/surveyor will have to inspect and report on the structural condition and adequacy of all the readily accessible load-bearing elements of the property. The inspection will have to include the roof structure, floors, walls, lintels, and beams. It also will have to include the surrounding site in case there are any factors which could indicate a risk to the foundations or other parts of the building;
- 15.3 Structural inspections only make sense if carried out by qualified and certified (civil) engineers;
- 15.4 NWNS shall provide to Customer general static information for the antenna foundation if required;

16. RFI (Radio Frequency Interference) Survey:

In the event RFI is a reasonable doubt, an RFI survey may be required upon customer request.

- 16.1 NWNS can never guarantee to resolve RFI, just because of its nature and potential impossibility to control its source. Even if the source can be identified, it is often impractical or impossible to take corrective action, however installation of suitable filtering and suppression can bring the interference under control.
- 16.2 NWNS can never be held responsible for any service or equipment outage as a result of RFI, during or after the installation completion.



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17. Electrical Survey:

VSAT equipment together with most other communications equipment is very sensitive to instable power supply, improper grid design and out of specs implementation. Power related problems very often have a direct negative effect on the performance of the equipment and thus the total service. The negative impact can be mitigated or controlled through better understanding and recognizing the problem at an early stage.

- 17.1 NWNS strongly recommends an electrical survey before the installation of a new VSAT if the site is located in an area notorious for its power outages (all Africa) or if there's a feeling the quality of the electrical installation is not in compliance with international electrical standards covered by IEC Wiring Regulations BS7671 "Requirements for Electrical Installations", IEC 364 "Electrical Installations of Buildings" or an equivalent national standard. Also if back-up power generators are involved an electrical survey it is strongly recommended to consider an electrical survey;
- 17.2 Unless agreed differently, Customer shall at its own expenses organize a professional electrical (follow-up) survey.
 - a. Surveyor will have to inspect the condition and safety of the overall power grid situation. The inspection will have to include examination of mains power supply, electrical earthing and lightning protection using a standard protocol;
 - b. Surveyor will have to check the availability and assess the quality of an existing UPS device. During such visit the UPS should be physically tested to determine if it can handle – within set specifications - the existing load or the calculated/predicted load;
 - c. Surveyor will have to produce a full report and make recommendations how to improve situations that are not meeting the basic standards and requirements;
 - d. Electrical inspections only make sense if carried out by a qualified and certified electrician;
 - e. NWNS has developed a standard test protocol which can be shared upon request;
- 17.3 To be compliant with international standards, customer shall at its own expenses rectify all related situations that are in error.

- 17.4 If Customer's electrical installation is not compliant, NWNS can never be held responsible for any service or equipment outage;
- 17.5 Because of liability issues NWNS can only confirm – through visible inspection - if a "kind of lightning protection" is available;
 - a. NWNS cannot and does not want to confirm if an existing lightning protection facility works and/or meets specification;
 - b. At any time NWNS representatives are not allowed to connect anything to an existing lightning protection facility. Such facilities can only be touched by a certified lightning protection specialist;

18. Typical VSAT Equipment Installation and Commissioning:

- 18.1 Where it is not reasonably practicable to install equipment at Customer's site because of, for example, planning restrictions, lack of landlord consent or unsuitability of the property, Customer will be notified and Customer will pay all accrued charges and costs reasonably incurred by NWNS in respect of that site up to the date;
- 18.2 Customer shall ensure that there's sufficient room for the antenna;
- 18.3 As far as the construction of a foundation is necessary for the basis of the antenna, the Customer shall make available all technical descriptions which are necessary or requested by NWNS for the location intended for the antenna foundation. NWNS shall provide to Customer general static information for the antenna foundation if required;
- 18.4 Customer shall construct at its own expenses the antenna foundation according to specifications approved or provided by NWNS;
- 18.5 Customer is responsible for ensuring that the foundation corresponds to the respective national requirements at the installation location and for any necessary construction permits or permits of the property owner for the duration of the antenna operation;
- 18.6 Customer shall create the necessary conditions for the laying of IF cables and power cables between the In Door Unit (IDU) and Out Door Unit (ODU). The distance between the IDU and ODU may amount to at most 100m for L band IFL applications and 150m for IF IFL applications;



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- 18.7 It must be possible to lay a cable between the IDU and ODU. Any necessary wall breakthroughs are the responsibility of the Customer. The cable may not be laid parallel to the heavy current lines. They shall be protected against damage by vehicles, construction work, persons, etc.
- 18.8 Customer shall at its own expenses supply the electricity for installation, operation and maintenance measures on the antenna;
- 18.9 If particular technical measures are necessary for the installation or for fault clearance and maintenance, in particular the use of cranes, scaffolding, hydraulic lifts and similar objects then the Customer shall provide the necessary machinery himself or shall bear the costs of supply in the event of the engagement of third parties;
- 18.10 If equipment needs to be removed and re-located, all costs thereto will be agreed in advance with Customer and will be charged separately by NWNS;
- 18.11 On completion of Installation at a Customer site, Customer or its representative at such site shall sign a certificate of completion, such signature not to be unreasonably withheld or delayed. No Installation will be deemed complete without a signed certificate of completion;
- 18.12 Dates for completion of installations at Customer site will be agreed between the parties and will be estimates only. NWNS will use reasonable endeavors to meet these dates, and shall provide Customer with regular updates on progress with every such installation and in particular shall inform Customer as soon as possible if NWNS becomes aware of any likely slippage in installation date;
- 18.13 The quotation for the installation of a typical NWNS VSAT installation, in general, includes:
- Assembly, installation and commissioning of 3.7, 2.4, 1.8, 1.2 meter or less parabolic antenna with standard non-penetrating antenna mount, optional with de-ice incorporated in one or more antenna panels;
 - Installation and configuration of satellite transceiver unit incl. radio or BUC and LNB/LNC;
 - Installation and configuration of satellite modem unit;
 - Installation of IF cables up to 50 meters;
 - Modular uninterrupted power system unit (optional);
 - Equipment rack with internal cables and wiring;
 - Proper connecting of all VSAT related equipment to existing building ground (electrical earthing) if available;
 - Assisting with connection of Customer equipment to the VSAT;
 - Customer instruction, and
 - Completing technical documentation and submitting it, along with the installation report to Customer within ten (10) days of completion of the VSAT installation.
 - Local VAT and telephone costs;
 - Travel costs but only if site is within 2 hr travel from the nearest NWNS representative location;
- 18.14 The quotation for the installation of a typical NWNS VSAT installation, in general, does not include:
- Equipment and satellite capacity;
 - Travel and lodging costs unless stated differently;
 - Alternative mount constructions;
 - Civil works as concrete work, metal structures, hard labor and similar;
 - Crane if required (and indicated in site survey);
 - Sufficient ballast for non-penetrating mount;
 - IFL cable runs exceeding the 50 meters;
 - Administering all local and governmental licensing of earth station equipment;
 - All permits, licenses, import duties, taxes, governmental charges, custom clearing, clearing agent fees, and any similar requirements;
 - Any works/activities related to lightning protection and or the installation of electrical earthing;
 - Router configuration and taking on;
- Above under 18.14 is optional at additional charges and such costs will be indicated in the site survey;
- 18.15 No additional equipment shall be supplied or additional works carried out unless NWNS has the prior written approval of Customer for the additional equipment and additional works required.



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19. Maintenance and Service Restoration Services:

- 19.1 If Customer reports a fault to the helpdesk, NWNS shall with its organization exercise reasonable endeavors to achieve a repair within the agreed response time.
- Response time is defined as the number of hours from notification by NWNS NOC until a technician certified by NWNS arrives at Customer's location. All response times are valid for 24 hours per day, 365 days per year with the exception of official local public holidays. Response times are to be met under best response endeavor conditions.
 - Realistic response times are to be agreed individually for each installed site.
- 19.2 NWNS operates Monday to Friday during normal European working hours a helpdesk to which Customer shall notify any faults in the equipment and installation service at Customer Site.
- NWNS operates its helpdesk outside of normal working hours where agreed in advance with Customer.
 - If NWNS's helpdesk (having used its reasonable endeavors to solve the fault) is unable to remedy any such fault, NWNS will instruct its local partners or maintenance sub-contractors to take steps to remedy such fault, either over the telephone or by repairing or replacing equipment at such Customer site.
- 19.3 NWNS prefers to work under a standard Maintenance Service Agreement between Customer and NWNS that covers the repair of damage to - or replacement of - equipment, both parts and labor, as supplied by NWNS to Customer pursuant to its Agreement but not any other equipment.
- 19.4 A "Monthly Recurring Fixed Maintenance Fee" is to provide maintenance and call-out services on a per active VSAT installation basis and to maintain an inventory of spare parts. The recurring maintenance fee typically includes:
- 24 x 7 Service call acceptance;
 - Two (2) repair service calls per year within the set response time;
 - All telephone costs and travel cost (restrictions apply);
- 19.5 NWNS Maintenance Service also includes one (1) annual preventative maintenance (APM) visit to each Customer site on contract. The APM visit will normally be carried-out in the last 3 (three) month period of the Maintenance Service contract period.
- APM dates have to be initiated and scheduled by Customer.
 - NWNS reserves the right to carry-out an APM visit at any Customer site that requests a maintenance visit under the Maintenance Service during such 3 month period.
- 19.6 If the Maintenance Service Agreement shall continue for more than the Initial Period (or the Minimum Maintenance Period for the Maintenance Service) charges for each subsequent year will be reviewed and presented to Customer no less than 3 months prior to the end of the Initial Period (or the Minimum Maintenance period for the Maintenance Service).
- 19.7 The standard Maintenance Service Agreement does not cover repair of damage to or replacement of equipment caused by, or as a result of:
- Accident, negligence or use of equipment by Customer or by any third party (except for any sub-contractor of NWNS) otherwise than in accordance with the manufacturer's instructions;
 - Failure by Customer to maintain the Environmental Conditions specified in as advised by the equipment manufacturer;
 - Acts of God, civil insurrections, wars, sabotage, terrorist activity, fires, floods, sun outages, lightning, atmospheric, and externally caused interference, accidents, labor disputes, acts or requirements of governmental authorities or governmental laws, ordinances, rules and regulations, transportation delays, unusually severe weather, or other conditions beyond the reasonable control of NWNS;
 - The connection of equipment to other equipment or installation work, servicing, adjustments or movement of Equipment not carried out by NWNS, its partners or sub-contractors;
 - Software upgrades;
- 19.8 If Customer or any Customer site requires corrective maintenance in respect of any damage which, upon investigation by NWNS is not covered by the Maintenance Service, NWNS shall be entitled to charge Customer forthwith a \$750 per day exclusive of travel and accommodation and other costs if applicable but inclusive of local VAT.



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- 19.9 After the Minimum Maintenance Period, Company may terminate the Maintenance Service for a specific site by: (a) mutual agreement of the parties, (b) for any reason upon sixty (60) days written notice of its election to terminate.
- 19.10 Customer may terminate the Maintenance Service for a specific site upon a material breach of the Maintenance Service Agreement by NWNS which is not cured within thirty (30) days after receipt of written notice by Customer detailing the nature of the alleged breach.
- 19.11 The availability of sufficient spare equipment is up to the customer. If it's (partly) NWNS's responsibility, spares can either be held at the customer's premises or with the local NWNS Field Service Representative. Be advised that not having spares available can affect the downtime dramatically in case of an outage caused by equipment failure.
- 20. Regulatory Assessment of Foreign Markets:**
- 20.1 Unless separately contracted, Customer shall be responsible for obtaining and maintaining all necessary licenses, approvals, permissions and consents. NWNS shall provide all reasonable assistance to Customer in seeking such licenses, approvals, permissions and consents.
- 20.2 As Customer evaluates the establishment of a VSAT satellite network in foreign markets, NWNS can provide detailed answers to questions which are related to the regulatory component of the implementation of such network.
- High level information shall be provided free of charge to NWNS customers;
 - Additional analysis, such as recommendations on the optimal in-country partner, or information on the likely development of new regulatory procedures can also be included. At a charge, NWNS commits to producing this information on a timely basis;
- 20.3 If contracted out to NWNS, NWNS will apply – preferable on behalf of the customer - to the appropriate authorities in each country to acquire spectrum or service authorizations necessary to initiate customer's service.
- NWNS will present technical system data to regulators in the formats and in the language they require, or, if needed, NWNS will develop an application process that meets the needs of Customer as well as the host country regulator.
- NWNS continues to work closely with the regulator at every step of the process to ensure that applications are treated favorably, in accord with the user's purpose, and that authorizations are granted within acceptable timeframes and on reasonable terms (fees, duration, transferability, etc.).
- 20.4 NWNS reserves the right not to offer / to refuse "Licensing Services" for a specific country. Some reasons for not accepting a service order could be that Customer does not hold all required registrations in the country, export licensing restrictions, the incumbent operator not being willing to cooperate or that obtaining a license is unlikely for other reasons.
- 20.5 NWNS can only quote or apply for a license if all basic details and requirements are known and that customer and end-user provide NWNS with full cooperation. This means that if NWNS agrees to provide licensing services, it needs, if and when necessary, to be able to cooperate with the local end-customer staff on the compilation of licensing documentation and the submission of the documents.
- 20.6 Minimum input should be made available to NWNS to make a reliable assessment. This includes:
- Exact location of the VSAT;
 - Type of business, company registration and name of end customer;
 - To be used satellite;
 - Location of the Hub (if used);
 - Customer application (voice, data, video);
 - Transmit and receive data rate;
 - To be used equipment;
- 20.7 When NWNS prices a license request the following assumptions are made:
- The end-user is a commercial entity with an in-country jurisdictional presence, intending to use the telecommunications facility for closed user group transmission only, without providing any service to third parties;
 - The license fees estimate assumes end-user doesn't currently hold any authorizations. Licensing work for established systems that require frequency change or equipment change typically incur lesser costs;
 - Some users may be subject to specific legal, procedural or policy requirements that are not necessarily covered by the fees given. For example, without limitation, transmission in the vicinity of airports may be subject to additional restrictions.



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- d. Diplomatic missions, international aid organizations and other non-commercial international organizations may in some cases benefit from privileged treatment at law or policy;
 - e. Fees for certain countries may be lower when using a licensed local operator. This often requires a bilateral agreement between NWNS or Customer and such operator;
 - f. Unless otherwise noted, pricing is for data transmission only. Voice transmission may be subject to restrictions and/or additional costs;
- 20.8 Lead time to obtain license and final permission can never be guaranteed.
- 20.9 License fees can and do change without prior notice.
- 20.10 A license can never be guaranteed.
- 21. Equipment Supply:**
- 21.1 Equipment specification: It is Customer's responsibility to accurately specify the equipment to be quoted and ordered. Purchase Orders must have the correct product details and the correct values. Alternatively NWNS's Equipment Quotation and Order Form can be used.
- 21.2 Equipment quotation: Equipment quotations are always "ex works" and do NOT include custom duties, freight costs & transit fees, deposits, applicable taxes, government levies, insurances etc. For such costs only estimates can be given.
- 21.3 Equipment quotation validation: All equipment quotations are valid for 15 days only and may be re-validated at NWNS's discretion.
- 21.4 Equipment delivery terms: NWNS can only commit to delivery terms after the acceptance of Customer's order and confirmation of payment.
- 21.5 Equipment delivery date: An estimated delivery date will be provided to Customer once NWNS has accepted the order. NWNS will only order and deliver equipment if paid in full and in advance.
- 21.6 Equipment shipping: For freight collect shipments with Incoterms of "ex Works" or "FCA" Customer has to provide details of its freight forwarder in Dubai.
- a. Alternatively NWNS can ship equipment to any destination specified by Customer;
 - b. Unless agreed differently, Customer is fully responsible, if applicable, for equipment type approvals, equipment handling and equipment clearance from customs including but not limited the payment of all duties, taxes, and governmental fees;
- c. All Customer amounts falling under Customer's responsibility but prepaid by NWNS on behalf of Customer or end-user are billed back by NWNS to Customer at cost + 15%;
- 21.7 Equipment inspection: If Customer's order is to be delivered to a country that requires pre-shipment inspection, Customer has to provide details of inspection when placing the order.
- 21.8 Equipment order cancellation: NWNS reserves the right not to accept cancellation after order acceptance.
- 21.9 Equipment stock: NWNS keeps equipment on stock in its warehouse in Dubai - Jebel Ali Free Zone (United Arab Emirates) and a number of alternative locations in Europe and Africa. Unless Customer has made solid commitment and NWNS has received 50% deposit, ex-stock availability is while quantities last.
- 21.10 Equipment warranty: NWNS will pass on to Customer all warranty conditions as defined by the equipment manufacturer. At any time customer remains responsible for all shipping and other costs involved.
- 21.11 Equipment type approval: Some countries demand certification of the equipment (type approval) prior to its importation. Unless agreed differently, certification is the full responsibility of the Customer.
- 21.12 Equipment pricing: Equipment rate cards produced and published by NWNS can be used for reference purposes only.
- 21.13 Equipment ownership: All equipment remains NWNS's property until paid in full.