

THIS MEMORANDUM OF AGREEMENT is made this _____ day of _____, 200__ **BETWEEN General Data Engineering Services Nigeria Plc.** (a company registered under the laws of Nigeria to provide inter alia, internet and communications services) of No. 18b, Oshin Street, Kongi, Bodija, Ibadan, Oyo State of Nigeria (hereinafter referred to as **THE COMPANY**, which expression shall, where the context so admits and/or permits, include its agents, assigns, proxies and successors-in-title of the first part
AND
Of
(hereinafter referred to as **THE SUBSCRIBER**, which expression shall, where the context so admits and/or permits, include its agents, assigns, proxies and successors-in-title of the other part.

WHEREAS

1. The **COMPANY** is engaged in the business of providing wireless internet services through the provision of wireless access equipment installed at **SUBSCRIBER**'s premises.
2. At the request of the **SUBSCRIBER**, the **COMPANY** has agreed to sell to him the bandwidth as well as equipment for the provision of wireless internet services to the **SUBSCRIBER**.

NOW THEREFORE

1. That the company hereby sells and the **SUBSCRIBER** buys the equipment for the wireless access internet services for the sum of **₦48,000.00 (Forty-Eight Thousand Naira Only)** subject to the following terms and conditions:
 - (a) The **SUBSCRIBER** shall make an initial down payment of **₦15,000.00 (Fifteen Thousand Naira only)** before the installation of the equipment at his premises.
 - (b) The balance of **₦33,000.00 (Thirty-Three Thousand Naira only)** shall be paid over a period of eleven months (11) (nos) at **₦3,000.00 (Three Thousand Naira Only)** per month, which sum shall become due and payable on the last day of each successive month until the entire sum is finally paid.
 - (c) The property in the equipment is and shall remain in the **COMPANY** until the entire sum of **₦48,000.00 (Forty-Eight Thousand Naira Only)** is paid.
 - (d) All technical information related to the network installation will be provided to the customer upon installation. These settings only will allow the customer to use the services subscribed to with the **COMPANY**. Any tampering with these settings or with the hardware installation i.e. wiring/electrical installation) will be at

- the **SUBSCRIBER**'s own risk and it will therefore be liable for its rectification.
- (e) The **COMPANY** provides each **SUBSCRIBER** with one IP/Computer. In case a **SUBSCRIBER** overloads or shares this IP with another computer, it would affect the speed of the bandwidth provided and the **COMPANY** would not be held responsible for lower speed/interference or malfunctioning.
 - (f) The **COMPANY** is providing the access to the Internet for Internet Access and the other services subscribed to. The **COMPANY** cannot guarantee or secure the **SUBSCRIBER**'s installation from spam, worms or viruses. The technology available internationally does not allow the **COMPANY** to secure the customer sites; otherwise, these securities would have been implemented. It is up to each **SUBSCRIBER** to secure his installation by the best means i.e. anti-virus programmes (for example: eScan etc) and by controlling the access to his equipment. Automatic and free updates for virus definitions of the anti-virus programmes and of the operating system (critical updates of Windows) are mandatory to protect the **SUBSCRIBER**'s equipment and data.
 - (g) The **COMPANY** shall not be responsible for the security of the **SUBSCRIBER**'s computer systems. It is the responsibility of the **SUBSCRIBER** to ensure that its systems are adequately secured by installing security software to protect it from hackers.
2. **PROVIDED ALWAYS** and it is hereby agreed that if the **SUBSCRIBER** should fail in its subscription for bandwidth and payment for the monthly instalments for a continuous period of two months (whether lawfully demanded or not), then the **COMPANY** shall be at liberty to recover the equipment installed at the **SUBSCRIBER**'s premises and to discontinue services to the subscriber forthwith.
 3. Neither party may assign this Agreement without the written consent of the other party (which consent shall not be unreasonably withheld or unduly delayed).
 4. Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right, nor operate so far as to bar the exercise or enforcement thereof or to any other right on a later occasion.
 5. No term or condition of this Agreement shall be modified except by written agreement signed by a duly authorised representative of each party.

6. These terms and conditions express the entire understanding of the parties hereto and replace any and all former agreements, understandings, solicitations, offers and representations relating to the performance in connection with this Agreement and contains all the terms and conditions, understandings, representations and promises to the parties hereto.
7. This Agreement shall be governed by and construed in accordance with the laws of Nigeria and the parties hereto irrevocably agree to submit any dispute connected with or arising under this Agreement to the exclusive jurisdiction of the competent court in Nigeria.
8. Notices to either party shall be sent by registered mail and by fax to the **SUBSCRIBER** and to the **COMPANY** at their respective addresses and fax numbers as appearing above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the manner hereinafter appearing:

THE COMMON SEAL OF THE WITHIN NAMED COMPANY WAS AFFIXED IN THE PRESENCE OF:

DIRECTOR

DIRECTOR

SIGNED SEALED AND DELIVERED BY THE WITHIN-NAMED SUBSCRIBER:

In the presence of:

Name:

Address:

Occupation:

Date: