

TERMS AND CONDITIONS FOR THE TELESURF CUSTOMER AGREEMENT

These are the Terms and Conditions on which CamGSM Company Limited hereinafter referred to as "we" or "TeleSURF", will provide broadband transmission services to you as described under Article 1 of this Agreement. By "you" or "your" we mean the company or individual signing the TeleSURF Customer Agreement. Your signature on the TeleSURF Customer Agreement indicates that you agree, or the company you represent agrees, to comply with and be bound by all of these Terms and Conditions. These Terms and Conditions and the signed TeleSURF Customer Agreement shall form the "Agreement" between us and you. In order to use the service which we will provide under this Agreement, you will need to rent the broadband transmission equipment from us, under the terms set out in Article 3 of this Agreement. You will also need to have other equipment and facilities, as set out in Article 1 of this Agreement. Finally, since our Service allows access 24 hours a day to the internet, you should protect your system from attacks by viruses or hackers before you use the Service.

1. The Service

- 1.1. The Service that we agree to provide under this Agreement is high-speed data transmission, through Wireless Internet Protocol ("WIP") technology and such other services as described in this Agreement (the "Service").
- 1.2. In Article does not include the equipment or facilities necessary for you to connect to and use the Service. You must lease an Outdoor Subscriber Unit (Antenna) and a Subscriber Unit (Speed box) (the "Transmission Equipment") under the terms set out in Article 3, together with necessary mounting pole, cabling and accessories.
- 1.3. You must provide other components required to enable you to use the Service, including an ethernet connection via PC ethernet card, network card or server connection and a protected power supply with surge protection or good quality Uninterrupted Power Supply having such power supply surge protection. The Transmission Equipment is designed for use with a power supply of 220V a.c. + 10% - 15%.
- 1.4. We will connect you to the Service only when all necessary equipment is installed, to our satisfaction. You shall ensure that the supply of power to the Transmission Equipment is in accordance with our specifications. You shall, at your own cost and expense, maintain the Transmission Equipment in good working order to enable the provision of the Service to you.
- 1.5. You agree not to connect any equipment other than the Transmission Equipment rented from us to any outlet installed for the Service. You shall not modify the Transmission Equipment in any way.
- 1.6. We will install the Transmission Equipment and ensure that such equipment is fully operational. You will obtain all authorizations necessary to allow us or our agents to lawfully enter the premises and install the Transmission Equipment. By requesting us to install the Transmission Equipment on the premises, you are authorizing that the premises be used and that they are suitable for such installation. It is your responsibility to make sure that the structure on which the Transmission Equipment is installed can accept the installation without damage to the structure. Neither we nor our agents shall be responsible for any structural damage or personal injury caused by the Transmission Equipment. We do not take responsibility for the performance or operation of any other equipment or systems connected to the Transmission Equipment.
- 1.7. We do not make any guarantee that we will succeed in providing the Service at your facility or premises. Such failure may be due to a number of reasons, including location of your premises, the structure and location available for installation of the Transmission Equipment, as well as the nature of your computer system and other support equipment. If we are not able to provide the Service to you, for any reason whatsoever, after you have signed this Agreement, we shall not be liable to you on any other party, in any way.
- 1.8. From time to time we may introduce supplementary services, which may be subject to certain charges. In the event of the introduction of such services, you shall be notified in writing of the service and will have the opportunity to elect whether to subscribe to such services.
- 1.9. The Service shall be deemed to begin from the day on which a radio wave signal is transmitted from your computer system to our system through the Transmission Equipment (the "Configuration Date").

2. Protection of Your Computer System

- 2.1. We will use our best efforts to protect the confidentiality of your use of the Service. However, we make no guarantees or warranties in respect of confidentiality and shall have no liability, of whatever nature, for lack of confidentiality.
- 2.2. You understand that the Service may expose your computer system to viruses, worms, trojans, hacking and general intrusions into your computer network. It is your sole responsibility to protect yourself from such attacks by using firewalls, anti-virus programs and taking other protective measures as are necessary. We shall not have any responsibility whatsoever for any such attacks or breaches of electronic security, regardless of the level of protection which you put in place.

3. Charges for use of transmission Equipment

- 3.1. With your acceptance of the TeleSURF Customer Agreement:
 - (a) You agree to rent from us the Transmission Equipment for the term of this Agreement, beginning on the Configuration Date. You also agree to pay to us an Initial Equipment Charge in the amount indicated in the TeleSURF Customer Agreement (the "Initial Equipment Charge").
 - (b) During the term of this contract the ownership of the Transmission Equipment remains with TeleSURF.
 - (c) If you or we terminate this Agreement under Article 5, your rental of the Transmission Equipment shall also terminate and you shall permit our agents to enter your premises to remove the Transmission Equipment within 3 days after termination is effective. We reserve the right to take further action as deemed necessary if timely removal is denied.
 - (d) You agree to keep the Transmission Equipment in a clean, satisfactory, good and serviceable condition (fair wear and tear excepted) and not permit anyone but us or our agents to repair, relocate or service the Transmission Equipment. You agree to notify us immediately when any repair or adjustment becomes necessary to maintain the Transmission Equipment in proper working order.
 - (e) You are responsible for paying all costs of repairs and are required to exclusively engage us or our agents to undertake such repairs and pay our reasonable charges. We agree to replace or repair the equipment free of charge in the event of equipment failure or defaults in workmanship or installation that negatively effect performance of the Service.
 - (f) You agree to give us or our agents free access to the premises where the Transmission Equipment is located to inspect, examine, service and repair the Transmission Equipment within three days from receipt of notice from us.
 - (g) We will use our best efforts to install the Transmission Equipment on your premises within 20 calendar days of the signing of this Agreement. Provided that you have paid all Initial Charges due under this Agreement the Service will be activated. You will not be required to pay the Initial Charges prior to the Configuration Date.

4. Charges for providing the Service and Installing the Transmission Equipment

- 4.1. For the connection to the Service and supply during first full or partial month, you shall pay the following charges in the amounts indicated in the TeleSURF Customer Agreement (the "Initial Charges"):
 - (a) Pro rata Monthly Service Charge for the provision of the Service Plan, pro-rated from the Configuration Date;
 - (b) Data Plan Charge for the provision of the Data Plan;
 - (c) Installation Charge for installation of the Transmission Equipment;
 - (d) Initial Equipment Charge for use of the Transmission Equipment, as set out in Article 3 of this Agreement ;
 - (e) Other charges as may be agreed in special cases.
- 4.2. For each subsequent month of Service until termination of Service under Article 5, you shall pay the following charges (the "Monthly Charges"):
 - (a) Monthly Service Charge for the provision of the Service Plan by us;
 - (b) Monthly Data Charge for the provision of the Data Plan;
 - (c) Equipment Rental for the Transmission Equipment, as set out in Article 3 of this Agreement.
- 4.3. After connection of the Transmission Equipment to the Service, you may use the Service subject to payment of all charges and compliance with all terms and conditions of this Agreement.
- 4.4. You may change your Service Plan during the active month upon prior written notice to TeleSURF. In such case, the fees will be pro-rated from the date the change takes place and an administration fee will apply.
- 4.5. You may also change your Data Plan during the active month upon prior written notice to TeleSURF. In this case, a Data Plan Charge increase or decrease will apply plus an administration fee in accordance with TeleSURF published prices.
- 4.6. Changes to Service or Data Plans for the next month may be effected via the TeleSURF website (www.telesurf.com.kh). There is no administration fee in this case.
- 4.7. Payment Procedures and Taxes. All charges in this Agreement (including the Initial Charges and Monthly Charges) shall be paid to us no later than 7 calendar days after the invoice date. All charges are subject to Value Added Tax, and any other taxes payable by you under the law. Payments shall be made to our address listed on the TeleSURF Customer Agreement, or as otherwise notified to you. All charges are non-refundable from the Configuration Date. In the event we are unable to provide the Service to you, TeleSURF shall be allowed to remove all the undamaged Transmission Equipment owned by us. All invoices will be emailed to you at your nominated email address as indicated in the TeleSURF Customer Agreement.

5. Termination or Suspension of Service

- 5.1. The performance of this Agreement shall be subject to any instructions that the Cambodian Ministry of Posts and Telecommunications ("MPTC") or its successor may give from time to time. You acknowledge that we operate under regulation from the MPTC to provide the Service and that any changes to MPTC regulations for any reason may result in the termination of this Agreement, without penalty for either party.
- 5.2. Either party may terminate the Service for any reason, by providing 7 days prior written notice to the other party. If you terminate the Service, no refund will be provided and you will be expected to pay all the Monthly Charges during the notice period. If we terminate the Service under this provision, we will provide you with a refund for the portion of the Monthly Service Charge not used. In both cases, you will be required to return all Transmission Equipment owned by us and pay any outstanding balance before the date of termination.
- 5.3. We have the absolute right to suspend or terminate the Service without any notice, under the following circumstances:
 - (a) If the Service is being used, in our opinion, for any illegal purpose; or
 - (b) If you are not complying with any of the provisions of this Agreement, including failure to pay the initial Charges or Monthly Charges on time; or
 - (c) Information or documents provided by you at the time of entering into this Agreement are found to be false or contain misleading information.If we disable or terminate the Service without notice for these reasons, we are not liable for any claims arising from such disconnection. You are not eligible for any refund of the Monthly Charges or Initial Charges in such case. You are also still required to pay the Monthly Charges during any disablement. If it is agreed to reconnect you to the Service following such disablement you will be required to pay any associated reconnection charges.

6. Miscellaneous Matters

- 6.1. You acknowledge that the Service is provided without warranty that it is continuous or without fault. We shall not be liable for any losses or damages arising from the failure of the Service or for any information or message transmitted by the Service or for the unauthorized interception of any such information or message. We shall not be liable for any failure or delay in repairing or replacing any equipment or accessories when such failure or delay is beyond our control. Any claim brought by you against us in respect of any matter arising out of this Agreement shall be made in writing within fourteen (14) days from the event giving rise to such a claim, failing which you will be deemed to have waived your rights against us in respect of such claim.
- 6.2. No failure or delay by us to enforce any of the terms and conditions of this Agreement shall prejudice or affect our rights and powers under this Agreement nor shall any waiver by us of any breach of this Agreement by you operate as a waiver of any subsequent or continuing breach.
- 6.3. If you move to a new location, we cannot guarantee that we will be able to provide the Service at the new address. You will have to pay any charges for removing and reinstalling the Transmission Equipment and for reconnecting the Service at the new address: If you want us to provide the Service at another place in addition to the location in this Agreement, you will have to sign a separate agreement with us for the service provided at that place.
- 6.4. We can change the terms of this Agreement, including the charges, at any time by email provided that we notify you of any change at least 30 days in advance. If you do not accept the change, you may terminate this Agreement but you must notify us of such termination within 14 days of our notice. If you notify us that you wish to terminate this Agreement, the termination will take effect from the date the change to this Agreement comes into effect, as specified in our notice. If you send us notice of termination under this clause and you continue to make use of the service beyond the date of the change, you will be charged for such use.
- 6.5. We have the right to transfer any or all of our rights under this Agreement to any other party, at any time. This Agreement is personal to you and you shall not assign the same or grant any right under this Agreement to any other person or entity.
- 6.6. This Agreement contains the entire and integrated agreement of the parties and may not be modified except by us, in writing, as permitted herein.
- 6.7. This Agreement and all amendments are executed in the English language. All notices required under this Agreement may be given in either the English or Khmer language and shall be sent by email to the e-mail addresses listed in the TeleSURF Customer Agreement, or changed address properly notified to the parties.
- 6.8. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly.
- 6.9. This Agreement shall be governed by the laws of the Kingdom of Cambodia.