



datec

Residential Wireless Agreement

Datec (PNG) Limited

PORT MORESBY:

Section 38, Lot 8, Waigani Drive, Hohola.
PO Box 504, Port Moresby, NCD. PNG.
Telephone: (675) 303 1333 Facsimile: (675) 325 9066

LAE:

Section 13, Lot 6, Milfordhaven Road.
PO Box 3090, Lae, Morobe Province, PNG.
Telephone: (675) 472 7200 Facsimile: (675) 472 7277

www.datec.com.pg



Datec Residential Wireless Service

Terms of Use Agreement:

This Agreement made on the ____ day of _____ 20__ between _____ (hereinafter referred to as the 'Customer') and Datec (PNG) Limited (hereinafter referred to as 'Datec') is for the provision of residential wireless Internet access services on the following terms and conditions.

Contract documents associated with this Agreement include the Supplement(s).

The parties agree that the complete and exclusive statement of the agreement relating to this subject consists of 1) this Agreement and 2) its Supplements, including those effective in the future. This statement of the agreement supersedes all proposals or other prior Agreements, oral or written, and all other communications between the parties relating to this subject.

In witness whereof the parties hereto have caused this Agreement and associated Supplement(s) to be executed in accordance with the existing laws of Papua New Guinea.

The above is agreed to by '**Customer**' :

Accepted by '**Datec (PNG) Limited**' :

Signed:

Signed:

Customer Signature

Authorised Signature

.....

.....

Print Name and Title

Print Name and Title

Date:

Date:

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context otherwise requires;

“**Fee**” means the fee specified in Supplement 1.

“**Customer Site**” means the place nominated by the Customer in Supplement 1 as the site or location where Internet Services are to be provided.

“**Services**” means the provision and maintenance of wireless Internet access services to the customer site.

“**Equipment**” includes wireless equipment required to establish and maintain communications to the Datec ISP. Refer to Supplement 2.

“**Datec Service Desk**” - also referred to as Helpdesk or Call Centre - is the customer service centre that maintains logging of all user calls or incidents.

“**Out of Country**” refers to services external to PNG such as international traffic or communications.

“**In-Country**” refers to domestic services within PNG.

“**International Gateway (Tiare)**” refers to the Internet access gateway for PNG. Tiare provides all the International Internet connectivity between PNG Internet Service Providers and the rest of the world.

“**Telikom**” means the PNG Telecom company.

“**PANGTEL**” is the regulator and licensing authority of telecommunications and radiocommunications services in PNG.

“**CIR/MIR**” refers to the Committed Information Rate and Maximum Information Rate settings for wireless systems that deals with bandwidth allocation.

2. SERVICES PROVISION

2.1 Datec shall provide the Customer with the services defined in Supplement 1 subject to the Customer making all payments stipulated in the Agreement.

2.2 It is understood that Datec is not responsible for the ‘out of country’ communication and therefore will not be held accountable for any interruption to services caused by failure in the International Gateway (Tiare).

2.3 It is understood that Datec is not responsible for Telikom in-country communication and therefore will not be held accountable for any interruption to services caused by failure in leased line or dialup access.

2.4 Datec supplies no warranty as to the quality of the signal, but will endeavor to provide and maintain a consistent high quality signal to the Customer.

2.5 The services provided under this Agreement do not include any LAN account functionality and/or phone support for LAN or WAN administration beyond the wireless link itself.

2.6 In the event that the Customer is subjected to a ‘denial of service worm’ and/or a virus that is impacting the service or transmitting data over the Wireless link, Datec reserves the right to suspend services until such time that the problem is resolved.

2.7 The Radio, Antenna and Mast hardware remain the property of Datec at all times unless specifically purchased from Datec by the Customer.

2.8 If the Customer uses the wireless connection to upload or download excessive amounts of data thereby causing severe disruption to international services or other client services Datec may disconnect the wireless service until such time as the issues are resolved.

2.9 Due to the constraints on international bandwidth the Customer may suffer slow transfer speeds out of country during peak periods for which Datec has no control over.

2.10 Datec may choose to apply wireless CIR/MIR adjustments and other bandwidth tuning to enable restoration or provide stability to international services and/or other client services where appropriate.

2.11 The terms and conditions of this Agreement may change should Government Regulations also change, especially with respect to amendments or changes made by PANGTEL, the regulating authority.

3. DURATION AND PAYMENT TERMS

3.1 The Customer shall pay Datec the prescribed fees on the basis defined in Supplement 1.

3.2 Monthly charges payable are to be made in advance. Payment details and options are contained in Supplement 1.

3.3 Failure to complete payment may result in the suspension and subsequent disconnection of the service.

3.4 The commencement and duration of the Agreement is as defined in Supplement 1, with an initial contract term of 3 months to apply.

3.5 Datec reserves the right to review any fees on an annual basis or on each anniversary date of the Agreement or contract term.

4. EQUIPMENT

4.1 Datec shall provide the service to a single point (i.e. the 'Termination Block') at the installation location (as per Supplement 1) on the Customer premises.

4.2 The Customer agrees to give Datec full access to the installation site for both installation and maintenance of wireless equipment.

4.3 Datec will provide the Customer with telephone support at no additional cost.

4.4 The customer must utilise the equipment provided by Datec for its intended purpose only, and indemnifies Datec against any claim arising from the misuse of the equipment (refer Supplement 2 for list of equipment).

4.5 Where Datec maintains ownership of the Customer premises equipment, Datec shall maintain from the Customer wireless unit to the antenna including transmission and reception.

4.6 Where the Customer maintains ownership of the equipment, any maintenance and/or service required shall be at the Customer's expense.

4.7 The Customer shall not attempt to maintain or repair and shall not allow any person other than an authorized Datec representative to maintain servicing and/or maintenance of the Datec-owned equipment.

4.8 The Customer shall ensure that equipment is cared for in a responsible manner and that sufficient security is in place to ensure that the opportunity for theft and vandalism is minimized.

4.9 In the event of any damage to or theft of the equipment the Customer is required to immediately report such instances to the Datec Service Desk.

4.10 The Customer is responsible for the provision of clean and protected UPS power to the equipment listed in Supplement 2.

5. ASSIGNMENT

5.1 The rights of the Customer under this contract may not be transferred to any person without the consent in writing first being obtained from Datec.

6. NOTICES

6.1 Any notices required under this Agreement may be served on the party to whom it is addressed by leaving it at the office of that party.

7. TERMINATION

7.1 The term of this Agreement is as specified in Supplement 1 and will automatically be renewed for another term provided that the Customer's account is up to date.

7.2 Either party may terminate this Agreement by issuing to the other party one (1) month's notice to terminate in writing.

7.3 In the event that fees are outstanding then Datec may suspend or disconnect the service and may at its discretion regard the Agreement as terminated by the Customer, and therefore pursue debt collection of any outstanding monies, including the charges for the remainder of the contract term (if any remains) from the Customer.

- 7.4 In the event of termination of the Agreement the Customer is required to return any equipment owned by Datec in a reasonable state. In the event that there has been damage to any equipment other than normal wear and tear the Customer will remain liable for the repair or replacement of this equipment.
- 7.5 In the event of termination of this Agreement Datec is not liable to the Customer and the Customer shall indemnify Datec for any loss or damage suffered by the Customer or any other person affected by the termination of this Agreement.

8. GENERAL

- 8.1 The Customer may not assign this Agreement or remarket services provided by Datec under this Agreement without the specified written permission of Datec. Any attempt to assign any of the rights, duties or obligations under this Agreement is void.

- 8.2 Datec may, upon three months written notice to the Customer, modify the terms and conditions of this Agreement. Such modification will take effect on the commencement date of the next subscription period commencing on or after the effective date specified in the notice.
- 8.3 If there is any conflict between this Agreement and the supplements, the terms and conditions of the Supplement shall prevail. All other terms and conditions of this Agreement remain in full force and effect.
- 8.4 Neither party is responsible for failure to fulfill its obligations under this Agreement due to strikes or causes beyond its control.
- 8.5 If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby.
- 8.6 This agreement shall be governed by the laws of Papua New Guinea

Supplement 1

Supplement 1 outlines all charges applicable which are payable by the Customer and the period for which these charges are valid for the term of this Agreement.

Customer Name:

Client Site / Location:

Commencement Date:

Agreement Duration: [Initial contract term of 3 months applies]

Payment Basis:

Residential Plan Option:

Residential Wireless Plans				
Product	Subscription Fee	Monthly Fee	Pre-Paid MB	Excess MB
Browse@Home	K 200.00	K 180.00	100 MB	0.73 toea
Surf@Home	K 200.00	K 310.00	300 MB	0.65toea
Work@Home	K 200.00	K 580.00	800 MB	0.55 toea

(All prices are GST inclusive)

- The Browse@Home residential option refers to eMail + Internet browsing access with 100MB pre-paid each month and excess MB at 73toea per MB per month.
- The Surf@Home residential option refers to eMail + Internet browsing access with 300MB pre-paid each month and excess MB at 65toea per MB per month.
- The Work@Home residential option offers both eMail + Internet browsing at a reduced excess MB charge rate for high-user customers. Work@Home comprises 800MB pre-paid each month and excess MB at 55toea per MB per month.

Note:

Three (3) email accounts will be provided free to the customer when selecting any of the above options. Additional email accounts hosted by Datec would be charged at K2.00 per email account per month.

Supplement 2

Supplement 2 describes equipment supplied and has been installed for the Customer by Datec, including any warranty and repair conditions applicable for items supplied.

Equipment Description:

"Customer Name" < Username: _____ >

Equipment Type	Description	Serial Number	Invoice / Issue Date	MIR	CIR
Wireless Radio	N/A			N/A	N/A
Router	N/A				
Antenna	N/A				
Cable	N/A				
Access Point	Indoor Wireless Access Point				
Termination Block	Single point termination block.				

Equipment Warranty / Repair Conditions:

- 12 months warranty for wireless equipment.
- 90 days warranty for Cisco router (RTB Australia).
- Customer responsible for ensuring all warranty equipment are power-protected.
- Customer to ensure all end-user devices (e.g. PC's and Laptops, etc.) connected have Anti-Virus software installed with full update features available.
- Warranty voided if conditions outlined not complied with.

Supplement 3

Correspondence and Support Services

1. All Datec correspondences are to be addressed to;

Datec (PNG) Limited

PO Box 504

Port Moresby. NCD.

Papua New Guinea

Attention: Manager Customer Services

2. Customer wireless service calls or incidents are to be logged through the Datec Service Desk where a job number gets issued for the fault reported.

Service Desk / Call Centre:

Phone: 303 1222

Fax: 325 9066

eMail: isg@datec.com.pg

3. Key contacts for the Customer are as follow;

“Contact Name”

Phone:

Fax:

Mobile:

eMail: