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MTN - Congo

Information Systems Operations and Development Policy Manual

Appendix I

MTN Congo - Congo (Brazzaville)

THIRD PARTY CONNECTION AGREEMENT

This Third Party Network Connection Agreement (the "Agreement") by and between MTN Congo - Congo (Brazzaville), with principal offices at _____ Congo Brazzaville and MEDIA CONTACT CONGO _ Company, with principal offices at Immeuble AIRTEL, Rond-Point de La Gare, croisement 20 Avenue arsy-Avenue Paul Doumer.

("Company") is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

- 1. Third Party Network Connection Agreement Terms and Conditions
- 2. Third Party Connection Request - Information Requirements Document

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Congo's law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

(MTN Congo - Congo - Brazzaville)

(MEDIA CONTACT CONGO)

Authorized Signature

Authorized Signature

Name

Claude PADONOU

Name

Date
05

Date 05/02/2019

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THIRD PARTY CONNECTION AGREEMENT TERMS AND CONDITIONS

Object: To ensure that a secure method of connectivity is provided between MTN Congo -Congo (Brazzaville) and MEDIA CONTACT CONGO_ to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

Definition: "Network Connection" means one of the MTN Congo - Congo (Brazzaville) connectivity options listed in the Network Connection Policy.

1. Right to Use Network Connection. Company may only use the Network Connection for business purposes as outlined by the **Third Party Connection Request - Information Requirements Document - (Appendix II)**.
2. MTN Congo - Congo (Brazzaville)-Owned Equipment.
 - 2.1 MTN Congo - Congo (Brazzaville) may, in MTN Congo - Congo (Brazzaville) sole discretion, loan to ("Company") certain equipment and/or software for use on Company premises (the MTN Congo - Congo (Brazzaville)-Owned Equipment) under the terms of the MTN Congo - Congo (Brazzaville) Equipment Loan Agreement. MTN Congo - Congo (Brazzaville)-Owned Equipment will only be configured for TCP/IP, and will be used solely by Company on Company's premises and for the purposes set forth in this Agreement.
 - 2.2 Company may modify the configuration of the MTN Congo - Congo (Brazzaville)-Owned Equipment only after notification and approval in writing by authorized MTN Congo - Congo (Brazzaville) personnel.
 - 2.3 Company will not change or delete any passwords set on MTN Congo - Congo (Brazzaville)-Owned Equipment without prior approval by authorized MTN Congo - Congo (Brazzaville) personnel. Promptly upon any such change, Company shall provide MTN Congo - Congo (Brazzaville) with such changed password.
3. Network Security.
 - 3.1 Company will allow only Company employees approved in advance by MTN Congo - Congo (Brazzaville) ("Authorized Company Employees") to access the Network Connection or any MTN Congo - Congo (Brazzaville)-Owned Equipment.

Company shall be solely responsible for ensuring that Authorized Company Employees are not security risks, and upon MTN Congo - Congo (Brazzaville)'s request, Company will provide MTN Congo - Congo (Brazzaville) with any information reasonably necessary for MTN Congo - Congo (Brazzaville) to evaluate security issues relating to any Authorized Company Employee. Access to the Network Connection or any MTN Congo - Congo (Brazzaville)-Owned Equipment
 - 3.2 Company will promptly notify MTN Congo - Congo (Brazzaville) whenever any Authorized Company Employee leaves Company's employ or no longer requires access to the Network Connection or MTN Congo - Congo (Brazzaville)-Owned Equipment.

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- 3.3 Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection (and Company's use of MTN Congo - Congo (Brazzaville)-Owned Equipment) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
4. Notifications. Company shall notify MTN Congo - Congo (Brazzaville) in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Company's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.
5. Payment of Costs. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.
6. Disclaimer of warranties. Neither party makes any warranties, expressed or implied, concerning any subject matter of this agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.
7. Limitation of liability. Except with respect to a party's confidentiality obligations under this agreement, in no event will either party be liable to the other party for any special, indirect, incidental, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this agreement, including without limitation, any damages resulting from any delay, omission or error in the electronic transmission or receipt of data pursuant to this agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not a party has been advised of the possibility of such loss or damage.
8. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.
9. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing

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not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. Sections 5, 6, 7, 8, 10.1 and 10.2 shall survive any termination of this Agreement.

10. Miscellaneous.

- 10.1 Severability. If for any reason a court of competent jurisdiction finds any Provision or portion of this Agreement to be unenforceable, that provision Of the Agreement will be enforced to the maximum extent permissible so As to effect the intent of the parties, and the remainder of this Agreement Will continue in full force and effect.
- 10.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party Thereafter to enforce such provisions.
- 10.3 Assignment. Neither party may assign this Agreement, in whole or in part, Without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to The foregoing, this Agreement is for the benefit of and will be binding Upon the parties' respective successors and permitted assigns.
- 10.4 Force Majeure. Neither party will be liable for any failure to perform its Obligations in connection with any Transaction or any Document if such Failure results from any act of God or other cause beyond such party's Reasonable control (including, without limitation, any mechanical, Electronic or communications failure) which prevents such party from Transmitting or receiving any Documents.

Appendix II

THIRD PARTY CONNECTION REQUEST - INFORMATION REQUIREMENTS DOCUMENT

In accordance with the Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document. This document should be completed by the MTN Congo - Congo (Brazzaville) person or group requesting the Network Connection.

A. Contact Information

Requester Information

Name: MEDIA CONTACT CONGO
 Department Number: - OPERATION MEDIA CONTACT
 Manager's Name: SYLVANUS GNIMAVO
 Director's Name: Claude PADONOU
 Phone Number: + 242 05 033 9798
 Email Address: cpadonou@groupmediacontact.com

Technical Contact Information

Name: MEDIA CONTACT CONGO
 Department: SUPPORT-IT Manager's
 Name: Léandre AGUIAH
 Director's Name: Claude PADONOU
 Phone Number: +229 95188472 / +229 97768853
 Pager Number:
 Email Address: laguiah@groupmediacontact.com

Back-up Point of Contact:

Name: MEDIA CONTACT CONGO
 Department: SUPPORT-IT
 Manager's Name: GOUANY Dandy
 Director's Name: Léandre AGUIAH
 Phone Number: +242 06 427 9737
 Pager Number:
 Email Address: dsibrazza@groupmediacontact.com

B. Problem Statement/Purpose of Connection

What is the desired end result? Company must include a statement about the business needs of the proposed connection. The purpose of this IP link is to allow agents to access the various web applications (available to them) in order to verify certain information of the subscriber and to help the subscriber to benefit from the service offered online

C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

What services are needed? (See Section D. of Network Connection Policy)
 What are the privacy requirements (i.e. do you need encryption)? To do with the operator
 What are the bandwidth needs? 100 Mbps FullIP
 How long is the connection needed? During working hours
 Future requirements, if any. No integration

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D. Third Party Information

Third Party Name: MEDIA CONTACT CONGO

Management contact (Claude PADONOU, +229,95170017,
cpadonou@groupmediacontact.com, Gbgamey, BENIN)

Location (address) of termination point of the Network Connection (including building number, floor and room number): Lagare, Immeuble Airtel

Main phone number: +242064-360--779 or +242055-504-693

Local Technical Support Hours (7X24, etc). Dandy GOUANY, 6j7 and to 8h - 19h

Escalation list

Host! domain names of the Third Party: *Ali* cali center computers

Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees, then provide a count of the number of employees who will be using the connection. 100 *cali* center agents'

E. What type of work will be done over the Network Connection? Access ta web applications

What applications will be used? MDP et CBS

What type of data transfers will be done? Data (IP) http. https. and Ftp

How many files are involved? *A lot*

What are the estimated hours of use each week? 8 am to 7 pm every day and Monday to Saturday

What are peak hours? From 9 am ta 12 am and 2 pm ta 6 pm

F. Are there any known issues such as special services that are required? Are there any unknown issues at this point, such as what internal MTN Congo· Congo (Brazzaville) services are needed? No

G. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?) Yes

H. What is the requested installation date? (Minimum lead-time is 60 days) 1 day

I, What is the approximate duration of the Third Party Network Connection? Term of the contract with MTN

J. Has a Non-Disclosure Agreement been signed with the Third Party or the appropriate employees of the Third Party? Yes, a confidentiality clause has been signed with the agents who *will* use the applications on this link.

K. Are there any existing Network Connections at MTN Congo - Congo (Brazzaville) with this company?

L. Other useful information.