
Appendix 1: Fast Track Service Order Form

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Fast Track Service Order Form**Fast Track Service Terms and Conditions**

1. This Fast Track Service Order Form shall form a part of the Access Agreement made or to be made between the Access Provider and the Access Seeker for the provisioning of Fast Track Services as detailed in Part B of the Fast Track Service Form (hereinafter referred to as "Services"). Pending the signing of the Access Agreement, the terms and conditions herein shall apply to the Services.
2. Access Seeker shall pay Access Provider the sum equivalent to one month recurring Charges which shall be non refundable being the advanced payment for the first month charge, on or before the confirmation of this Order.
3. Access Provider shall be responsible for the installation and commissioning of the Services for each Link. Following such installation and commissioning Access Provider shall carry out the Acceptance Tests to establish whether the Services in respect of each Link are Ready For Service.

Access Provider shall issue Acceptance Certificates to Access Seeker when Access Provider considers the Acceptance Tests have been successfully concluded and Access Seeker shall within 24 hours therefrom, notifies Access Provider that its own testing have failed due to a problem with such Service and provides Access Provider with a detailed technical report on such testing or signs acceptance on the Acceptance Certificate, whichever is relevant, failing which the Service shall be Ready For Service and the Acceptance Certificate deemed accepted.

If, however, Access Seeker does so notify Access Provider then Access Provider shall either replace or repair, at its sole option, such Service or any part thereof and repeat the Acceptance Tests until they are successfully concluded.

4. Subject to Clause 2 herein, the Services shall be Ready For Service on the Ready For Service Date, which shall be the date as stipulated in the Fast Track Order Form **OR** in the Acceptance Certificate whichever is earlier.
5. In consideration of the Services granted by Access Provider to Access Seeker, Access Seeker shall pay Access Provider monthly in advance the recurring Charges from the Commencement Date, which is the Ready For Service Date as stipulated in the Acceptance Certificate. All recurring Charges are due thirty (30) days from the date of invoice.
6. The Term of the Services shall commence from the Commencement Date and shall be in force and in effect for the Term as stipulated overleaf unless earlier terminated in accordance to the provisions of this Agreement.

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7. A party shall have the right (without prejudice to its other rights) to terminate this Agreement by notice in writing to the other party in any of the following events:-
 - (a) a liquidator (other than for the purpose of solvent amalgamation or reconstruction), administrative receiver, administrator, receiver or person of similar function is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors, or if it becomes "unable to pay its debts" as that term may be defined in the solvency laws of the other party's country or state of incorporation, or other circumstances arise which entitle a court or a creditor to appoint an administrative receiver, administrator, receiver or person of similar function to make a winding-up order in relation to the other party; or
 - (b) the other party fails to make any payment when due or shall default in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within a reasonable time (not less than 30 days) specified by the terminating party in a notice so to do
8. In the event this Agreement is earlier terminated due to a default of Access Seeker or Access Seeker cancels a Service prior to the expiration of the Term for that Service, Access Seeker shall upon demand pay Access Provider the entire Charges for the Term, being liquidated ascertained damages (LAD) for early termination or cancellation Charges as the case may be. When calculating the LAD, credit shall be given for the Charges paid up to termination of Agreement or cancellation of Service as the case may be.
9. Interest will be imposed on any late payments from the due date until full settlement at the rate as stipulated in the Access Agreement.
10. Access Provider shall not be liable in any manner whatsoever to Access Seeker for any loss of profits goodwill consequential or economic loss (including any action taken against Access Seeker by third parties), whether direct or indirect, even if such loss is reasonably foreseeable or Access Provider has been informed by Access Seeker of the possibility of Access Seeker incurring the same.
11. Access Seeker shall not do or permit to be done anything which may infringe or violate any law or regulation pertaining to the utilization of the Services and to be solely liable and responsible for any infringement or violation against such laws or regulations and to fully indemnify Access Provider and keep Access Provider indemnified in respect thereof.
12. Access Seeker shall not do or permit anything to be done to damage Access Provider's equipment or any part thereof or cause a disruption to any services that Access Provider may be able to provide to other third parties and to fully indemnify Access Provider and keep Access Provider indemnified in respect thereof.

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13. Access Seeker shall upon the termination or expiry of this agreement remove its equipment from the Access Provider network at its own costs and expenses.
14. In the event of conflict between the terms herein and the terms in the Access Agreement, the terms in the Access Agreement shall prevail.
15. All Appendixes to this Agreement and all certificates and other agreement delivered pursuant to this Agreement shall form part of this Agreement.