

Cambodian Network Exchange

General Terms and Conditions

CNX August, 2023

1 Definitions

For the purpose of these CNX General Terms and Conditions, the following terms shall have the following meanings:

1.1 Company: is the party with whom the Customer has executed the Connection Agreement;

1.2 Connection Agreement: the agreement between Customer and the Company, providing for Customer's connection to the CNX Infrastructure for the location as specified therein, including any attachments thereto and including these CNX General Terms and Conditions;

1.3 CNX Infrastructure: the Interconnect Infrastructure operated by CNX consisting of metro networks that facilitate peering and IP traffic exchange between parties connected thereto for the location as specified in the Connection Agreement;

1.4 IP-address: one or more IP-addresses, received by Customer for its own router, out of a dedicated address range reserved for the CNX Infrastructure;

1.5 General Terms and Conditions: these general terms and conditions, governing Customer's connection to the CNX Infrastructure;

1.6 Assignment Date: the date when Company communicates the connection details to Customer;

1.7 Co-location: any physical location in which the CNX Infrastructure is present;

1.8 Connection: the physical connection of the router of Customer (directly or via a third party network) to the CNX Infrastructure, also referred to as "Port";

1.9 Customer: the party who has obtained connection to the CNX Infrastructure through an Connection Agreement;

1.10 Production Date: the date Company defines the connection in production in consultation with Customer.

2 Appendice

2.1 These CNX General Terms and Conditions shall apply to all offers, agreements or other legal relationships pursuant to which the Company is providing, or offering to provide, a connection to the CNX Infrastructure and/or related services or goods of whatever nature to the Customer, in particular the Connection Agreement.

2.2 Amendments or supplements to the Connection Agreement are valid only if agreed in writing, signed by both parties. In the absence of written agreement to the contrary between the parties, CNX rejects the applicability of all general conditions other than its own.

3 Object

3.1 Company will make and keep the Connection available to Customer, and Customer agrees to pay the price therefore, under the terms of the Connection Agreement. The obligations and responsibilities of the Company with regard to the Connection will not apply beyond the Service Demarcation point or patch at the Co-location as referred to in article 7.4 below.

3.2 Customer is responsible for arranging cross connects between its equipment or that of a used third party transport network and the designated CNX Infrastructure termination point (patch panel) in the co-location of choice. This responsibility may be carried out by a designated third party assigned by Customer.

3.3 Peering arrangements are not covered by these CNX General Terms and Conditions or the Connection Agreement. The Customer is responsible for the negotiation, conclusion and implementation of peering arrangements with other users of the CNX Infrastructure.

3.4 CNX is providing a route service free of charge to customers and connecting to the route server constitutes agreement to peer with all other peers present at the route server.

4 Organizational Set-up

4.1 Customer will appoint a Contractual Contact Person (CCP), a Customer authorized signatory.

4.2 Customer will appoint a Technical Contact Person (TCP) who will function as contact person with respect to all technical matters relating to the Connection.

4.3 Customer will appoint a Network Operations Contact (NOC) with respect to operational and emergency matters relating to the Connection. Customer warrants that the NOC can be reached 24 hours per day, 7 days per week through one point of contact.

4.4 Customer will appoint an Billing Contact Person (BCP) who will function as contact person with respect to all administrative and financial matters relating to the Connection.

4.5 Customer is obliged to keep the contact information under this article 4 up to date.

5 Rates and Payments

5.1 Customer agrees to pay the price for the Connection or other services rendered as specified in the Connection Agreement (including additional future order forms) or as otherwise agreed with the Company.

5.2 The price shall be periodically invoiced to Customer and shall be due as of the Production Date, with a maximum of 30 days after Assignment Date or as otherwise agreed in writing between Customer and the Company.

5.3 Invoices shall be sent in the first month of the period concerned in accordance with the Connection Agreement or as otherwise agreed in writing between Customer and the Company.

5.4 Payment must be made within 30 days of the invoice date or as otherwise agreed in writing between Customer and the Company.

5.5 The Company reserves the right to periodically re-assess and re-establish the price of the Connection. Upward price changes shall be made public at least three (3) months prior to a change. Downward price-changes may be applied instantly.

6 Term and Termination

6.1 The Connection Agreement shall come into force on the date of its signing by both parties and shall remain in force until its termination in accordance with this article 6.

6.2 The Connection Agreement can be terminated at any time by any of the parties by means of a written notice by a registered contact (as set out in article 4.1 or 4.4 above) to the other party. The termination is effective as of the end of the calendar quarter in which the other party received said written notice.

6.3 Each of the parties is at any time entitled to terminate the Connection Agreement by means of a written notice to the other party:

- if the other party, after an appropriate written default notice and the lapse of a reasonable term for remedy, is in breach with one or more of its obligations (specifically but not limited to articles 5.1, 5.4 and 7.1, 7.2, 7.4, 7.5, 7.6 of these CNX General Terms and Conditions), the party whose breach caused such termination is liable towards the other party for damages, suffered by such party as a result of such breach and termination, within the limits however of article 8 below;

- if the other party is dissolved, has stopped its activities, is declared bankrupt or applies for a general suspension of payments.

6.4 Any termination is effective only for the future and entails no obligation for the parties to return or refund any benefits received until the moment of termination. Upon termination of the Connection Agreement Company will immediately terminate the availability for Customer of the CNX IP-address(es) Customer was assigned under the agreement.

7 Use and Limitations

7.1 Customer is entitled to use the Connection for its normal business purposes. Customer's rights under the Connection Agreement are non-exclusive. Customer is not entitled to assign and/or sublicense any of its rights under the Connection Agreement, or make the Connection available, to any third party unless it has signed a contract with Company which allows it to do so.

7.2 Company is not obliged to make or keep the Connection available for Customer if:

- no valid Connection Agreement exists between the parties;
- Customer does not have at its disposal an Autonomous System Number (ASN), assigned by an official assigning Authority.

7.3 Customer agrees to exchange traffic through the CNX Infrastructure only when there is a bilateral agreement to exchange traffic between Customer and the other individual Customers on the CNX Infrastructure. Connecting to the route server constitutes such an agreement.

7.4 Company shall provide all reasonable care, skill and diligence to ensure that the Connection functions in accordance with the operational and functional specifications in the Service Description, available on the website of that Co-location as established and adapted from time-to-time by CNX, provided that Customer warrants a 24 hours per day reachability and has appointed a NOC as set forth in article 4.3 above.

7.5 Customer is solely responsible that its use of the Connection does not cause or is likely to cause any damage, or is in any other way harmful, to the CNX Infrastructure, to Company or to the normal operation, availability or functionality of the Connection and/or the Co-location or to the traffic exchanged. Specifically, the Customer will adhere to the restrictions relating to Allowed Traffic (<http://cnx.net.kh/technical-requirements/>)

7.6 Customer agrees to implement any reasonable measures that Company may propose in order to prevent or repair such damage or harm as described in article 7.5.

7.7 Company is entitled to (a) suspend or (b) discontinue the Connection, in whole or in part, and/or (c) to require that certain conditions be met before continuation thereof, if:

- Customer is infringing article 7.5 or 7.6 above and Customer has not, after a written warning from the Company, implemented adequate measures to prevent or repair such infringement;
- such is necessary for Company to comply with a statutory obligation or a judicial decision;
- such is necessary in the view of Company for the operation of the CNX Infrastructure, in accordance with article 7.5 above;
- Company has received a claim as referred to in article 7.8 below, or
- Customer is in breach of one or more of its essential obligations under the Connection Agreement.

7.8 Customer shall indemnify Company and hold them harmless from any and all damage and costs they might suffer or incur as a result of a claim of a third party that information, exchanged on the CNX Infrastructure through the Connection of Customer, would be violating Cambodian or foreign statutory rules, rules of public order or decency or rights of third parties.

7.9 Company can temporarily restrict or block the customer's access to the CNX Infrastructure at any time if this is needed to maintain the technical executability, stability, safety, and performance of the CNX Infrastructure or key sub-systems.

7.10 The customer shall support Company with troubleshooting and repairs, unless the systems used by the customer have been ruled out as a possible cause of a problem.

7.11 Any changes to the technical requirements that regulate how connected Customers are allowed to use the exchange will be announced 2 month before they will come permanently into effect and members of the exchange will be notified via email with regards to any such changes. The technical requirements are published at <http://cnx.net.kh/technical-requirements/> and regularly revised following changes in technology or changes in best practice.

8 Liability

8.1 Parties will not be liable towards one another for compensation of indirect or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information.

8.2 Any liability of Company towards Customer for compensation of damages resulting from Company's performance or non-performance of the Connection

Agreement is at all times limited to the total amount of fees paid by Customer to Company under that agreement over the twelve (12) months, preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.

8.3 Any liability of Customer towards Company for compensation of material damage to the physical components belonging to the Connection resulting from Customer performance or non- performance of the Connection Agreement, is limited to the total amount of fees paid by Customer to Company under that agreement over the twelve (12) months, preceding the event (or, in case of a series of events: the occurrence of the first event of such a series) that caused such damages.

8.4 The limitations as set forth in article 8.2 and 8.3 above do not apply to damage that is caused by gross negligence or by harmful or criminal intent of a party or its senior management.

9 Confidentiality

9.1 Company shall treat as confidential all information classified as such by Customer of which it has learned by virtue of the performance of activities under the Connection Agreement.

9.2 Customer shall treat as confidential all information classified as such by Company of which it has learned by virtue of the performance of activities under the Connection Agreement.

9.3 Parties undertake to include in contracts with third parties the obligation to take such measures to maintain confidentiality with respect to confidential information in the above-mentioned sense of the other party.

10 Governing Law, Disputes

10.1 All contracts between Company and Customer, including the Connection Agreement, shall be governed by the laws of the Cambodia. Any dispute with regard thereto will be brought exclusively before the competent court of law of Phnom Penh, Cambodia.

10.2 The Connection Agreement contains all the terms which the parties have agreed in relation to the subject matter thereof and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such subject matter.

10.3 The English text of the Connection Agreement and of these CNX General Terms and Conditions is the only valid and legally binding text thereof. Any translation of such documents, whether or not made or provided by the

Company, is solely for the convenience of Customer.

11 Amendment to these conditions

11.1 CNX is authorized to make modifications and/or additions to these CNX General Terms and Conditions. The amended conditions will come into effect on the stipulated commencement date. If no commencement date has been communicated, the amendments will come into effect in relation to the contracting party as soon as the contracting party is notified of the amended conditions. Such notification may be done by posting the amended conditions on the website of CNX <http://cnx.net.kh>.