



**ATC KENYA OPERATIONS LIMITED**  
**CODE OF PRACTICE**

*The terms within this Code of Practice are generalised terms and conditions for application to use ATC Kenya Operations Limited (“ATC Kenya”) Distributed Antenna Systems (DAS), in-building solutions, tower sites and other telecommunications infrastructure (“Sites”). Each customer has negotiated terms and conditions in their agreements with ATC Kenya that may vary from the below depending on their business requirements as well as other factors.*

**1. GENERAL FRAMEWORK.**

- **Master Lease Agreements and Schedules.** An operator or provider with which ATC Kenya executes an agreement to use any of the Sites is referred to herein as a “Customer”. Each Customer must execute a Master Lease Agreement (“MLA”) that will govern the rights and obligations of ATC Kenya and the Customer with respect to the use of the Sites. ATC Kenya and the Customer will further execute individual schedules (“Schedules”) pursuant to the applicable MLA for each Site that the Customer installs its equipment on.

**2. CUSTOMER RIGHTS AND OBLIGATIONS**

- **Equipment Installation.** Upon execution of a Schedule, Customer shall have the right to install its equipment on or at the Sites as described in the MLA or applicable Schedule.
- **Equipment Maintenance.** Customer shall be responsible for the operation and maintenance of Customer’s equipment and shall maintain its equipment in a safe and working state of repair and condition.
- **Holdover Term.** If Customer fails to remove its equipment from the Site in accordance with the MLA and/Schedule at the expiration or termination of the term without a further written agreement to extend the use of the Customer’s used space beyond such expiration or termination, such failure shall be deemed to extend the terms of the relevant Schedule on a month-to-month basis under the same terms and conditions in addition to an agreed monthly Use Fee.
- **Radio Station Interference Testing.** Customer shall be fully responsible for any pre and/or post installation testing for radio station interference at each Site and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any radio station caused by the installation of the Customer’s equipment. To the extent there is radio station interference caused by any equipment installed by a Customer, such Customer shall take all commercially reasonable steps necessary to correct, eliminate or reconfigure such interference.
- **Equipment Labeling and Identification.** Customer shall identify its equipment at the Site, including its equipment cabinets and coaxial cable (at the top and bottom of the tower) (unless such cabinet is located in a building owned by Customer) by labels with Customer’s name, contact phone number and date of installation.
- **Insurance.** Prior to having access to the Site and at all times during the term of any Schedule, Customer and its subcontractors shall maintain adequate insurance coverage as agreed to by both parties until all equipment is removed from the Site following expiration or termination of the relevant Schedule.
- **Cooperation Relating to Customer’s Use.** Upon ATC Kenya’s written request, Customer shall promptly furnish ATC Kenya with complete and accurate information in response to any reasonable request by ATC Kenya for information about any of the equipment or utilities utilized by the Customer at any Site or any of the channels and frequencies utilized by Customer thereon.



- **Equipment Removal.** On or before the expiration or termination of a Schedule, the Customer shall remove all equipment from the Site and restore the Site to its original condition, reasonable wear and tear excepted. If the Customer elects to remove its equipment from a Site prior to the expiration or termination of the relevant Schedule, such removal shall not release the Customer from any subsequent obligations accruing under the Schedule.
- **Customer Permits.** Customer shall be responsible for obtaining all applicable permits for the installation, operation and maintenance of any equipment at each Site.
- **Master Event of Default.** It shall be an event of default under the MLA by either ATC Kenya or the Customer if such party fails to observe or perform any material term or condition of the MLA to be observed or performed by such party and such party shall not remedy such failure within 30 days after written notice of such failure.
- **Confidentiality.** ATC Kenya executes a non-disclosure agreement with all Customers and in addition, has confidentiality provisions in the relevant MLAs with its Customers. The parties to each MLA agree to hold the terms and conditions of the MLA and each Schedule in strict confidence. If confidential information is determined to be required by law or regulation or a competent government authority, the other party shall have the right to disclose such confidential information. Except as otherwise provided above (i.e. if required by law or regulation or a competent government authority), no party shall at any time disclose any such terms to any third party not bound by the confidentiality duty without prior written consent of the other party.
- **Contractors.** All work shall be performed by contractors that are on ATC Kenya's approved contractor list (including but not limited to steplejacks or other tower climbers). ATC Kenya reserves the right to refuse to permit any person to climb a tower or onto a Site in its sole and absolute discretion.
- **Powering Down.** The Customer acknowledges and agrees that, upon reasonable prior notice from ATC Kenya (except for emergency situations), the Customer shall reduce operating power or cease operation of the equipment, when it is necessary, to prevent harmful interference or physical obstruction to ATC Kenya's or any other Customer's equipment at the Site.
- **Cost of Work; Liens.** All work at a Site shall be performed at Customer's sole cost and expense. The Customer shall pay all invoices of labor in a timely manner to prevent the imposition of any liens on the property, Site or the equipment.
- **Allowed or Permitted Equipment.** Customer covenants that all of the equipment to be constructed or installed at and upon a Site and all frequencies utilized by the Customer (which frequencies the Customer shall have a legally enforceable license to use pursuant to the NCC) will be in strict accordance with the agreed upon specifications and permitted frequencies. Subject to ATC Kenya's prior written approval, the Customer may replace its existing equipment at any time with identical or substantially identical (in dimension, as well as function and specification, including permitted frequencies) equipment in accordance with the MLA.
- **Performance of Work.** Customer shall perform, or cause to be performed, all of its work in strict compliance with any structural analysis and applicable law, rules and regulations. Customer shall ensure that the work does not interfere with the operation of any communications systems and/or equipment of any other users of the Site. Nothing contained in the MLA shall be deemed to permit Customer to install any equipment that would cause the Site's failure to comply with any applicable engineering structural standards or applicable law or which conflict with the rights of ATC Kenya or any third party with respect to space on such tower or at the Site.
- **Non-Interference:** Customers shall ensure, that the operation (and, if applicable, relocation or modification) of their equipment (including electricity access and generators) is conducted in a manner that



does not interfere electrically, or in any other manner whatsoever, with any equipment of any other user or other Site space user. ATC Kenya agrees to cause all other users whose equipment is installed or modified subsequent to the date of installation of Customer's then-current equipment not to interfere, electrically or in any manner whatsoever, with the lawful operation of Customer's equipment as such equipment exists at the time such other user installs or modifies its equipment. Any dispute as to the cause of interference, or the steps required to correct it shall be submitted to an independent professional engineer mutually agreed to by ATC Kenya and Customer or, if the parties are unable to agree on an independent professional engineer, by the board of arbitration under the rules of the International Chamber of Commerce.

### 3. ATC KENYA SERVICE DELIVERABLES

- **Services.** ATC Kenya provides all Customers with the following services: power management, landlord management and Site access, Site security, Site and ground space allocation, acquisition of required Site permits.
- **Site Access Rights and Use.** Subject to the provisions of the applicable ground lease and as otherwise provided in each Schedule, together with the provision of a service order in an agreed form requesting Site access, Customer's authorized technicians shall have 24 hours per day, seven days per week rights of access during the term in and over the Site for the purposes of installing, repairing, operating, or removing its equipment, and at no additional charge to the Customer. ATC Kenya shall have the right to supervise all Customer access. Customer understands and agrees that other Customers and their properly authorized representatives shall have similar access rights to the Site for similar purposes.
- **Emergency Site Access.** In case of any emergency which is reasonably likely to adversely impact Customer's use of the Site, upon ATC Kenya receiving prior written notice or verbal notice, which if verbal shall shortly thereafter be reduced to writing, Customer shall be allowed access to the Site under the supervision of ATC Kenya.
- **Service Level Standards:** ATC Kenya offers a variety of service level standards for power availability, site access and other key service levels based on each Customer's needs which are agreed to with each Customer based on their NCC service level guidelines.
- **Maintenance.** ATC Kenya conducts routine maintenance on power systems, janitorial works at Sites and routine inspections and maintenance of its Sites.
- **Additional Equipment Site Upgrades:** ATC Kenya structural upgrades on towers, foundations and Sites where necessary in order to support the installation of additional equipment from Customers.

### 4. CUSTOMER BILLING AND INVOICING

- ATC Kenya's standard terms for billing is the invoicing of monthly or quarterly Use Fees and any additional use fees (including fees for commercial electricity and generator usage) in advance on a monthly or quarterly basis. Invoices are sent prior to the first day of the calendar month immediately preceding the applicable calendar month. Payment from Customers is required within 30 days of an invoice date. The foregoing is also applicable with respect to fees for commercial electricity and generator usage.
- Customer fees are agreed based on equipment installed at the Site as well as any other commercial considerations that the parties may have during the negotiation of the MLA.
- Customers are charged a fee for their power consumption.
- Bills are delivered to customers physically or via email as agreed with customer. Copies of bills are retained in ATC Kenya's electronic database.

### 5. KEY PROCEDURES FOR CUSTOMER'S USE OF ATC KENYA'S SERVICES



**(a) Collocation and Change Procedure** – If Customer desires to collocate on a Site or change or modify its equipment on a Site, the general procedure is as follows:

- Inquiry from Customer received by ATC Kenya
- Feasibility review completed by ATC Kenya
- Contingent offer letter prepared and sent to Customer
- Customer returns contingent offer letter to ATC Kenya with application fee (if applicable)
- If required, structural analysis is conducted on Sites
- Landlord consent obtained by ATC Kenya (if required)
- Technical Site survey completed by ATC Kenya
- Technical Site survey documents submitted to ATC Kenya project manager for approval
- Collocation works completed by ATC Kenya
- Customer installs its equipment on the tower and at the Site

**(b) Site Access Procedure** – The general Site access procedure is as follows:

- Customer completes Site access availability (service order) form
- Site access reference is created and approved by ATC Kenya network operations center (“NOC”)
- Access notification is sent to the requesting Customer as well as provided to ATC Kenya’s regional maintenance manager, field supervisor and Operations and Maintenance contractor responsible for such Site
- If the need arises, Customer submits a request for more time on Site by email
- Customer completes work and fills out the logbook on Site
- Customer calls ATC Kenya NOC to close access reference
- ATC Kenya NOC checks power alarms before closing access reference

## **6. COMPLAINTS AND FAULTS/MAINTENANCE HANDLING PROCEDURES; DISPUTE RESOLUTION**

- ATC Kenya has a documented fault escalation and resolution process. ATC Kenya will issue Customers with copies on a regular basis and inform Customers of any changes in the process.
- Customers can lodge complaints via phone or email 24 hours a day, 7 days a week.
- ATC Kenya has a four-step escalation process. At the fourth step ATC Kenya management is notified.
- Where a Customer is not satisfied with the resolution process at the highest level, additional options include the dispute resolution mechanism agreed upon by ATC Kenya and Customer in the applicable MLA.