

Item 1. In this Service Agreement, the following terms shall have the following definitions unless the context clearly indicates otherwise.

“Agreement”	means	Service Agreement between the Provider and the Customer.
“Provider”	means	United Information Highway Company Limited.
“Service”	means	Service that the Customer wish to receive from the Provider under the Service Agreement.
“Equipment or Device”	means	Any equipment or device(s) that the Provider has installed for the Customer at the location(s) of Installation under the Agreement.
“Service Fees”	mean	Installation fees, monthly/annual service fees, charges, service fees, outstanding debts, or any other expenses that the Provider seeks to collect from the Customer in relations to the Service given under the Agreement, using the rate that the Provider has already informed the Customer.

The Period of the Agreement

Item 2. Service Starting Date, Service Ending Date and Minimum Service Period shall be as shown in the Agreement.

Item 3. The Customer agrees to receive the Service and the Provider agrees to provide the Service throughout the Minimum Service Period mentioned in the Agreement. During the period, the Customer agrees not to scale down the extent of the Service. In an event that the Customer wishes to terminate the Agreement or cancel the Service prior to the end of the Minimum Service Period for any reason that is not the fault of the Provider, the Customer agrees to pay the Service Fees to the Provider throughout the Minimum Service Period.

At the end of the Minimum Service Period, the Agreement shall be automatically renewed for a further 1 (one) year upon the same terms and conditions contained herein unless one or both of the party (parties) terminate(s) the Agreement.

Refusal of Service Provisioning

Item 4. The Provider reserves the right to not providing the Service under this Agreement, with the agreement in whole or in part being terminated, if the location of Installations are found to not being in the proper conditions for the installations of the Equipment or device or in events of force majeure as prescribed by the Civil and Commercial Code Act(s) which the Provider cannot prevent or control. In such events, the Provider shall not be held responsible for any damages that occur to the Customer due to the Refusal of Service Provisioning.

The Provider's Right to Impose Temporary Service Suspension

Item 5. If needs arise, the Provider may exercise its right to impose temporary service suspension by mailing a prior notice to the Customer at least thirty days in advance. However, in the following circumstances, the Provider may immediately suspend the Service:

- (1) Force majeure occurring to the Provider;
- (2) Death or termination of juristic-person status of the Customer;
- (3) The Customer is found to have used fake documents in applying for the Service;
- (4) The Provider has proofs that the Customer uses the Service provided under this Agreement in violation against laws or the Agreement;
- (5) The Customer fails to pay the Service Fees by the due date mentioned in the Agreement or invoices for more than two consecutive billing periods;
- (6) The Provider has proofs that the Customer uses the Service provided under this Agreement to generate income with intention not to pay charges or service fees to the Provider; or
- (7) The Provider needs to conduct maintenance or repair for the telecom system used in the delivery of the Service.

The Provider shall not be held responsible for any damages that occur to the Customer because of the temporary service suspension in Clause 1.

In events that the service suspension occurs because of the Customer's violation of the Agreement, the Customer may request the resumption of the Service after it makes corrective act to comply with the Agreement, pay (if any) pending fee in full, and submit a service-resumption fee.

The Provider's Right to Terminate the Agreement

Item 6. The Provider may immediately terminate the Service in the following events:

- (1) The Customer's status as a juristic person ends;
- (2) The Customer fails to pay service fees mentioned in invoices for longer than two consecutive billing periods. In such events, the Provider shall include a warning in the invoice for the next billing period that the Customer must pay pending service fees within 15 days from the new due date. Any failure to pay shall constitute the Customer's termination of the Agreement with the termination valid from the due date.
- (3) The Provider has grounds to believe that the Customer engages in fraudulent use of the Service or uses the Service in violation against laws or the Agreement;
- (4) The Provider is unable to deliver the Service due to a factor beyond the control of the Provider;

and

- (5) The termination is made in response to legal requirements.

Item 7. The Provider may terminate the Agreement if the Customer transfers the right to use the Service under this Agreement to a third party without the Provider's consent;

Item 8. In events that the Provider terminates the Agreement prior to the end of the Minimum Service Period on grounds of the Customers' violation of the Agreement, the Customer agrees to pay service fees till the minimum service period ends.

The Customer's Right to Request Temporary Service Suspension

Item 9. When needs arise, the Customer may request a temporary service suspension in writing via mail, facsimile or email with the message stating a reason and period for the suspension sent to the Provider at least three days in advance. The Customer has the right to make such request once a year, with the suspension period not exceeding seven days.

The Customer shall not be charged during the temporary service suspension under Item 9, clause 1, except in events that the suspension period is longer than what is allowed under item 9, clause 1. In such events, the Provider may also terminate the delivery of service by informing the Customer at least 30 (thirty) days in advance by mail, facsimile or email.

The Customer's Right to Terminate the Agreement

Item 10. The Customer may terminate the Agreement by informing the Provider in writing at least 30 (thirty) days in advance. In such events, the Customer shall be required to pay service fees for the whole Minimum Service Period before the termination of the Agreement takes effect.

Item 11. The Customer may immediately terminate the Agreement in the following events:

- (1) The Customer cannot receive the Service from the Provider due to a factor that continues and is beyond the Customer's control;
- (2) The Provider commits a breach of the Agreement;
- (3) The Provider becomes bankrupt;
- (4) The Provider changes the Agreement or service conditions in a way that reduces the rights or benefits of the Customer, except in events that the change is in response to legal requirements; and
- (5) The termination is in response to legal requirements.

Item 12. In events that the Customer terminates the Agreement prior to the end of the Minimum Service Period under Item 11, the Provider agrees to return parts of the service fees that it has received from the Customer based on the remaining period shown on the Agreement. In such termination, the Provider shall not force the Customer to pay service fees for the whole Minimum Service Period. Following the termination of the Agreement, both parties shall comply with Item 24.

Rights and Duties of the Customer

Item 13. The Customer and its dependents shall comply with laws and use the Service for legitimate purposes only. Any use of the Service in violation against international, national or local laws, national security, the society, public order, the good morals, or applicable policies, rules, regulations, requirements or orders of government agencies that are in effect now or introduced in the future is prohibited. In events of non-compliance, the Customer agrees to pay for damages involved on its own and to not hold the Provider responsible.

Rights and Duties of the Provider

Item 14. The Provider shall keep confidential the Customer's information it has received in regards to the execution of the Service Agreement not just throughout the period of the Agreement but also after its expiration. The Provider strictly shall not release the Customer's information to a third party. In protecting the confidentiality of the Customer's information, the Provider shall ensure its dependents do not distribute nor disclose the said information to others except in events that the Customer gives consent or that the distribution or disclosure is a part of the Provider's work under the Agreement or the Provider's normal operation.

Item 15. The Provider shall not use the confidential information for any other purposes than for its normal operation.

Item 16. The Provider has the right to disclose the Customer's information or submit a copy of it to state officials upon the request made under the 2007 Computer Crime Act and any applicable laws that are in effect now or introduced in the future. Upon receiving such request, the Provider shall however immediately notify the Customer.

Service Fees and Payment

Item 17. The Provider shall collect service fees based on the rate specified in the Agreement and send an invoice to the Customer at least 15 (fifteen) days in advance by mail or by its agent to the Customer's address.

Item 18. The Customer shall pay monthly/annual service fees based on the monthly/annual calculation method specified by the Provider within the due date shown in the invoice.

Item 19. If the Service Starting Date does not begin at the start of calendar month, service fee for the first month shall be calculated from the Service Starting Date to the end of the calendar month. Service fee for the last month of service shall be calculated from the first date of the said month in the calendar till the Service Ending Date.

Service fee for the first clause shall be calculated on a daily basis, with the monthly service fee divided by the number of days in the said month to get the daily rate for calculation.

Item 20. In events that the Customer finds an invoice inaccurate, it must notify the Provider within 60 days of the receipt of the said invoice.

Following the notification, the Provider shall verify facts about the invoice in Clause 1 and inform the Customer of the results within sixty days.

If the verification shows the invoice specifies an inaccurate amount of service fees and the Customer has already paid that amount, the Provider shall return the difference plus the interest charges for the difference at the rate of 1.25 (one and twenty-five hundredths) per cent within 30 days since the day the Customer is informed of the inaccuracy. The interest charges shall be calculated from the day the Customer paid the inaccurate amount of service fees to the day the Provider returned the difference.

In events that the verification in Clause 1 reveals that the invoice shows the accurate amount of the service fee but the Customer has yet to pay it in full, the Customer shall be held as defaulting and required to pay a fine as prescribed under Item 22.

Item 21. If the Customer fails to pay service fees by the due date and without exercising its right to terminate the Agreement, it agrees to pay the fine at the monthly rate of 1.25 (one and twenty-five hundredths) per cent for the pending service fee. The fine shall be calculated from the due date to the day the Customer pays the service fee to the Provider in full.

Item 22. In events that the Provider incurs expenses in lawsuits or debt collections as a result of the Customer's service-fee default under this Agreement, the Customer agrees to pay for all those expenses.

Item 23. In events that the check the Customer issues to the Provider does not have enough balance to pay for the Service, the Customer shall be immediately held as defaulting on service-fee payment. The Customer, in such events, shall immediately reimburse the Provider any fee or expenses that the bank collects over the bouncing check when the Provider returns the check to the Customer.

Effects of the Agreement Termination

Item 24. Upon the termination of the Agreement, if any party still owes money to the other party, payments must be made within thirty days since the termination of the Agreement. Any failure to settle payment by the said deadline shall result in the additional charges of 1.25 (one and twenty-five hundredths) per cent per month.

Item 25. After the Agreement terminates, no matter on what ground, the Customer agrees to let the Provider uninstall and take back Equipment or device without any condition. In the events that any action by the Customer, its dependents, or any person at the location of installations prevents the mentioned process from taking place, the Customer shall reimburse the Provider at the amount equivalent to the actual price of the said Equipment or device.

Installation, Maintenance and Removal of Equipment or device

Item 26. The Customer agrees to give the permission and convenience to the Provider in entering a facility or building that the Customer owns or has the possessory right to for the following missions when receiving a prior notice of at least one work day:

- (1) To install equipment or device for the delivery of the Service under the Agreement;
- (2) To check, test, maintain or replace Equipment or device; and
- (3) To remove the Provider's Equipment or device after the Agreement terminates.

In events that the Customer neither owns nor has the possessory right to the said facility or building, the Customer shall arrange for its staff or the person authorized by the Provider to enter the venue to carry out the missions in Clause 1. If the owner or the holder of the possessory right demands compensation or money from the Provider for entry to the venue even without causing any damages, the Customer shall fully pay the compensation or money on behalf of the Provider.

Item 27. The Provider reserves the right to change, relocate or modify Equipment or device to ensure its suitability for the Service during the period of this Agreement. The Customer, meanwhile, agrees not to relocate, modify or connect Equipment or device to any other device except when receiving written permission from the Provider.

Item 28. Throughout the period of this Agreement, the Customer and its dependents shall maintain Equipment or device in good working conditions the way decent persons will carry out for their own assets and shall use it ethically for professional purposes only. In the events that Equipment or device is damaged or lost for whatever reasons, except

- (1) Damages from normal use or
- (2) Damages or loss because of the Provider or its staff,

the Customer shall hold responsible to the Provider at the amount equivalent to the actual price of the damaged or lost Equipment or device, with the Provider required to replace or fix the said equipment or device at the expense of the Customer.

Item 29. In events that the Service or Equipment or device completely or partially becomes inoperable, the Customer must immediately notify the Provider so that the Provider can provide checks, or send in experts to repair the Equipment or device to good working conditions.

For notification in Clause 1, the Customer shall inform the Provider immediately of such incident via telephone, facsimile or email. The notification can be made at anytime by contacting the Call center, No. 499 Benchachinda Building, Kamphaeng Phet 6 Road., Ladyao Sub-district, Chatuchak District, Bangkok 10900, Telephone number 0 2831 4888 press 3 or facsimile number 0 2016 5073, or email: cc_support@uih.co.th.

Limited Liability of the Provider

Item 30. The Provider shall not control data of information sent over its network by the Customer. Also, the Provider reserves the right to not be held responsible for any damages done, directly, indirectly or collaterally, to any person or information/assets of the Customer or its dependents that arise out of service malfunctions or equipment or device problems. Neither shall the Provider be liable for damages from any other person's illegitimate access to the Customers' data, information or messages except in events that the damages result from the Provider's or its dependents' intentional and illegitimate actions or recklessness.

Item 31. The Provider reserves the right to not be held responsible for any harm that may befall any person or the assets of the Customer or its dependents because of Equipment or device except in events that the damages resulted from the Provider's or its dependents' intentional or unintentional actions.

Right to Amend Terms and Conditions of the Agreement

Item 32. The Provider reserves the right to amend, change and add terms and conditions of the Agreement, which may affect the rights, duties, or benefits of the Customer under the Agreement, and to amend or change the Agreement in response to a legal order. In such events, the Provider shall notify the Customer in writing at least 30 (thirty) days in advance.

Receipts of Complaints

Item 33. In events that the Provider's service fails to live up to the Customer's expectations, is not in compliance with the Agreement's terms and conditions, or causes any damages, the Customer may complain to the Provider at No. 499 Benchachinda Building, Kamphaeng Phet 6 Road., Ladyao Sub-district, Chatuchak District, Bangkok 10900, Telephone number 0 2831 4888 press 3 or facsimile number 0 2016 5073, or email: cc_support@uih.co.th.

Notifications and Notices

Item 34. Any notifications, requests and notices under this Agreement must be made in writing, except in events that the Provider states otherwise to facilitate the delivery of services, and sent by hand, registered mail, facsimile or email to the address shown in the Agreement or the latest address that any party has informed the other party of. Notifications, requests or notices shall be valid from the date the recipient receives them, regardless of when they are dated.

Item 35. Invoices, letters or any other notice that the Provider sends to the Customer's address as shown in the Agreement or the latest address provided by the Customer to the Provider shall be held as having been accurately delivered and as having reached the hands of the Customer even when they are returned to the Provider for any reason.

Item 36. If any party to the Agreement changes its address, it shall notify the other party at least three working days ahead of the change. Any failure to do so shall constitute a breach to the Agreement. Notifications about the address change shall be a part of the Agreement.

Interpretation and Enforcement

Item 37. In events that the Agreement is made in both Thai and English languages, the Thai version shall mainly apply. The Agreement shall also be interpreted and enforced based on Thai laws.

Documents Attached to the Agreement

Item 38. This Agreement includes appendixes as mentioned in the Service Agreement. The appendixes shall be parts of this Agreement. In events of inconsistencies or conflict between the Agreement and the Appendixes, whichever document is more recent shall apply.