



# Q&A: Gigstarter Service

# 1. What is the Gigstarter service?

Gigstarter is a managed service offer by Kacific for its ISP customers. With a Gigstarter framework contract, ISPs do not commit to a large amount of wholesale Ka-band bandwidth. They only commit to each terminal for a minimal short period, typically a month, and can stop each terminal service at short notice (subject to some terms and conditions). The ISP can activate terminals in every beam in a country (subject to availability), and each Gigstarter terminal will be operating in a large bandwidth pool. This allows high Peak Information Rate (PIR), which would otherwise only be feasible for ISPs buying a very large quantity of bandwidth over a country.

#### 2. What are the key features of the Gigstarter contractual framework?

- Each provisioned terminal constitutes a simple binding "Service Contract" between Kacific and the ISP, governed by the general terms defined in the Gigstarter Framework Service Agreement (FSA).
- New terminals can be provisioned anytime through an online portal tool that Kacific will provide to each ISP signing a Gigstarter FSA.
- A variety of published Service Plans will be published and updated regularly for each country with different provisioning
  parameters and prices a Service Plan is made of peak access speeds (PIR), monthly fees, contract duration, and other commercial
  conditions such activation and termination fees if applicable, and traffic priority rules (see section 12 and 13)
- Live terminals under a Service Contract and a chosen Service Plan can be requested to be stopped through the online portal or any other communications means indicated by Kacific. However, terminating a live service Contract will only happen at specific dates (see section 6).
- Terminals under a Service Contract can be migrated to a different Service Plan for the next billing cycle. (see section 4)
- Modems can be replaced, or Terminals relocated at no cost. (see section 7 and 8).
- No minimum commitment to the number of terminals deployed and under a Service Contract.

#### 3. How do I activate a new site?

- Log onto a dedicated Gigstarter online portal through a dedicated weblink
- Key in the site information (name of the site, GPS coordinates, or address). Next, key in the Newtec modem reference number to
  activate and select the Service Plan.
- This service request will be provisioned by Kacific within a short period (typically 1 hour), upon which the service becomes
  payable. However, we recommend sending your request at least 24h in advance to avoid any disappointment with the timing of
  provisioning.
- Note that you must provide a picture of the final terminal installation within a few days after the provisioning date. You can do so
  via the Gigstarter portal or by email to <a href="mailto:terminal-config@kacific.com">terminal-config@kacific.com</a>. Note that as per the installation procedure prescribed in our
  installation manual, we reserve the right to remove terminals from the system for which we have not received a picture within a
  few days after the provisioning.

# 4. Can I change from one published Service Plan to another of an active service contract?

Yes, you can request to change it at any time, via a service request on the Gigstarter portal. However, the change of plan will only take effect on the:

- First day of the following month if the request is made up to 48 hours before the end of the current month.
- First day of the second following month, if the request is made within less than 48 hours towards the end of the current month.

# 5. Are some of the Service Plans subject to a minimum number of provisioned terminals?

No, all current Service Plans can be subscribed to for 1 terminal only.

#### 6. How can I terminate an ongoing service contract for a terminal?

You can send a request to a service contract for an active terminal at any time through the Gigstarter portal. However, as this is a service paid in advance, your monthly service would already have been paid until the end of each month and will not be refundable. The termination will take effect as follows, depending on when you send your request on the:

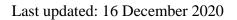
- First day of the following month if the request is made up to 48 hours before the end of the current month.
- First day of the second following month, if the request is made within less than 48 hours towards the end of the current month. Currently, the minimum service period for all published plans is one month.

#### 7. Can I replace the modem?

Yes, you can replace the modem during the term of a service contract. The new modem should be Kacific-approved and of a grade similar to or better than the one specified under the Service Plan. You are responsible for updating the information online to ensure continuity of service, and a lack of update may result in service disruption for which Kacific is not liable. There are no financial consequences for swapping the modem. You must continue to pay all fees due to Kacific during the replacement, even if your service is temporarily interrupted as a result of the exchange.

#### 8. Can I change the location (site) of the terminal?

You can relocate a live terminal within the territory specified in the Service Plan. You must update the location information in the online portal for that Service Contract, to avoid any disruption of service (a territory may be covered by more than one beam, and the relocation may require a technical reconfiguration of the system). Note that in some instances, if the terminal is relocated in a different beam, you may need Kacific Service Centre assistance to re-activate it in the new beam. There are no financial consequences for transferring the terminal, but please note that services fees are still due during the timeframe it takes to change of location, irrespective of whether your modem is online or not.





# 9. Can Kacific refuse to activate new terminals or refuse migration of an existing terminal to a new plan?

Kacific retains the right not to provision new terminals or migrate a terminal under an existing Service Contract to another Service Plan. Typical reasons include:

- You have not paid any or some of your due bills
- You have requested to provision or migrate a Service Contract for a terminal in a beam that is saturated once successfully provisioned, Kacific will provide the services at least during the minimum service term specified under the applicable Service Plan, as long as you are compliant with your obligations under the Framework Services Agreement and are not in default of payment.

# 10. Can I suspend terminals if I have a problem with a customer?

At present, our systems do not allow you to suspend terminals. Your only recourse is to terminate a terminal under the rules explained in article 6. Monthly fees are paid in advance; therefore, you would have already paid for these fees until the end of the month. We strongly recommend that you implement the same payment terms back-to-back with your end-users.

#### 11. Which IP addresses will be used for the terminals managed under a Service Contract?

Kacific will, by default, propose to assign one private IP address, which will be network translated to a Kacific-owned assigned public IP address through Network Address Translation (NAT). This service will come with predefined policies for outbound traffic on the firewall at our gateway (which may be incompatible with specific use cases, for instance connecting servers through Kacific terminals). As the service is a private IPv4 range NAT, no inbound (internet originated) is possible. Kacific shall make reasonable attempts to update the public IP address in the Geo-location databases. We strongly require that all connected devices be protected with up to date virus and malware protection. SMTP ports 25, 465, 587 and 2525 will be blocked by default for security reasons (we recommend that you implement your own SMTP server or approach Kacific for usage of its own SMTP servers). All modems must be used in transparent or passthrough mode (a fixed IP address must not be set in the end device). This policy will be reviewed from time to time at Kacific sole discretion.

Alternatively, Kacific may be able to apply the Customer's own range of public IP addresses to the Gigstarter terminals. Please contact our delivery team at <a href="mailto:terminal-config@kacific.com">terminal-config@kacific.com</a> if you wish to implement this option.

#### 12. What is the underlying CIR (Committed Information Rates) of each Service Plan?

Our Service is designed to work with a priority concept, that is effectively more defining for the Quality of Service than the CIR values, which we do not publish. Each subscriber has access to a large pool of bandwidth and gets prioritized into that pool. The system tracks whether the subscriber respects the usage load corresponding to the approximate number of users corresponded to the plan. For instance, if the subscriber puts ten people on a 3-people plan, the system will detect that after some time and progressively give higher priority to other users in the same pool that are not overconsuming. Our settings as such that, as long as the number of users behind a terminal is respected and their usage is within the norm, the system will ensure a user experience in line with a well-connected office or residence.

#### 13. Is there a Fair Usage Policy (FUP) applied to Gigstarter terminals?

Yes, there is a FUP that is part of our Acceptable Use Policy (AUP). The general goal of the AUP is to define what is an unacceptable use of internet service via the Kacific network. As part of this, the FUP aims at curbing the usage of the heaviest user to ensure that all users of the network get a good experience of the internet and are not affected by the over-consumption of outliers. At the start of every month, every user has the same high priority access to all types of services via the internet. As the heaviest users start to reach some consumption threshold disproportionate to their contracted plans, other users below those thresholds will see their usage prioritized. No throttling of internet speed will ensue, but instead, traffic will be prioritized, allowing faster access to service under congestion for users below the threshold. Kacific will review from time to time the thresholds and prioritization of data under the FUP. The full text of the AUP and FUP are available on-demand form your Kacific contacts or the Kacific website (https://kacific.com/kacific-acceptable-use-policies/).

# 14. Is there a service level commitment, and will I be able to monitor my active terminals?

Gigstarter is only provided on a best effort basis, and there is only a limited recourse for the Customers if the service becomes unavailable (refer to clause 16.). We will, however, as part of the onboarding process, and after you have signed a Gigstarter FSA, propose a visual online portal based on a software package called Grafana. This portal will allow you to visualize the traffic and many parameters of your active sites in almost real-time. You will also be able to open tickets for service issue troubleshooting by our Kacific Service Centre.

#### 15. What are the invoicing terms between Kacific and the ISPs?

Monthly fees are invoiced monthly in advance on the last day of each calendar month, for the service of the following month. Monthly fees are due 8 calendar days from invoice date. Kacific may deactivate all your terminals if monthly fees have not been received in full by the due date. Days between the service contract activation date and the last day of the month of activation are invoiced pro-rata with the first monthly fees invoice.

Please note payments are net of all banking charges. On the payment portal of your bank, you would usually select the option to indicate that all banking fees are payable by your company when remitting the funds (option "OUR").



	GigStarter payment terms	
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		Example: Service for December 2020
Invoice date	Last day of each calendar month	30/11/2020
Due date	8 calendar days from invoice date	8/12/2020
Suspension of	Automatic suspension after due date	
service for non-	Please send your payment proof to <a href="mailto:billing@kacific.com">billing@kacific.com</a> to avoid the suspension of your account	
payment		
Service activation	Pro-rated from date of activation to end of month	
during the month		
Overage	Billed from activation until the last day of	Overage from 1/11 to 30/11
(Applicable for	the month	
capped plans only)		
First time activation	Billed from requested activation date to end	a. Site activated on 19/11 will be billed from 19/11
request	of the month	to 30/11 and from 1/12 to 31/12 on the 30/11
		invoice
		b. Site activated on 23/11 will be billed from 23/11
		to 30/11 and from 1/12 to 31/12 on the 30/11
		invoice
Change of plan		
Change of plan	Any request up to <b>48h</b> before the end of the month, effective 1st day of the following month	
Deactivation	Any request up to <b>48h</b> before the end of the month, effective 1st day of the following month	
	(Please note a deactivation request cannot be retracted past that point)	

#### 16. Is there a deposit?

No deposit is required as the service will be automatically suspended if the payment is not received past the due date. You may however prepay for the service.

#### 17. Can I prepay my service?

You may prepay for your service at any point in time by sending us a lump sum of USD in advance, that we will use to offset your monthly invoices. This allows you to not worry about missing the payment date and risking being suspended.

We recommend our customers to prepay the equivalent of 3 months of usage, so that they can focus on growing their base without the risk of missing a payment milestone.

#### 18. Does Kacific give outage credits?

If all your active terminals are subject to a continuous outage of fourteen consecutive days occurs, please notify us. Following that notice, you may terminate the contract ten days later. You will not be liable for any fees since the start of the continuous outage.

# 19. Should I replicate the various fees and billing schedule to my end-users?

Unless you have agreed on specific terms with Kacific, you are free to design your end-user tariff plans and payment conditions independently. However, you may find it convenient to follow the same fee structure and invoicing pattern as the Kacific one, with your margin added on top. It is recommended that you manage the payment schedule so that you get paid in advance by the end-users no later than the 15<sup>th</sup> of the month (for fees pertaining to the following month of service) so that to ensure you have to appropriate cash flow to pay Kacific by the due date

#### 20. How can I get price discounts and different Service Plans that suit me better?

Kacific is offering a range of Service plans based on its experience of satellite broadband in the region, and we trust that these plans will suit your different customer segments. The Service Plans prices, speeds, and commercial terms are not negotiable; however, you may approach your Kacific representative about creating new plans that would suit some segments that we may have overlooked. Kacific may also, from time to time, offer promotional plans for activations within a specified period, with discounted prices, waiving of activation, or early termination fees.

Generally, Kacific is willing to extend price discounts based on the number of successfully deployed and active Gigstarter terminals. Please contact your account manager or write to <a href="mailto:sales@kacific.com">sales@kacific.com</a> to get more details for your country.

### 21. Who pays for the terminals, and where do I get them?

The ISP is the one buying approved terminals (dishes, modems, transceivers, and installation equipment), and paying for their transport, import, and installation fees as applicable. You decide how you pass (or not) these costs to your end-user. Kacific will facilitate your access to a stock of terminals in your country or at least in your region. Please approach your Kacific contact for information on terminal prices and inventory.