

## MASTER SERVICES AGREEMENT

### GENERAL BUSINESS TERMS AND CONDITIONS

#### 1 Agreement structure

- 1.1 The Agreement between the Customer and Vodafone will incorporate these General Business Terms and Conditions and any applicable Service Schedule (together, the 'Agreement').
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) Any agreed amendment/Amendment Notice (2) Service Schedule (3) General Business Terms and Conditions.
- 1.3 The provision of Services under this Agreement is conditional upon the Customer's credit approval as determined by Vodafone's credit approval processes.

#### 2 Term and fixed periods

- 2.1 The term of this Agreement shall be twelve (12) months ("Initial Term").
- 2.2 At the end of the Initial Term, the Agreement shall automatically renew for consecutive periods of twelve (12) months (each, a "Renewed Term") unless the Customer provides one (1) month's written notice of its intention not to renew prior to the expiration of any Renewed Term. The Minimum Subscription Period shall apply from the beginning of each Renewed Term.
- 2.3 The Minimum Subscription Period shall be three (3) months.
- 2.4 Some Services are offered with discounted pricing if Customer elects to sign up for a fixed period (for example, 12 months or 24 months). If Customer elects a fixed Service period, Customer is entitled to terminate the Service before the end of the fixed period however Customer will be liable to repay any discounts applied at inception of the Service if cancelling within the fixed period.

#### 3 Services and Coverage

- 3.1 Vodafone shall use best endeavours to provide Customer with the Services and to ensure the security of Customer's communications at all times. However, due to the nature of this technology, Vodafone cannot guarantee a fault-free service.
- 3.2 Vodafone may suspend the Services: (i) in order to carry out maintenance or testing of the Vodafone Network; (ii) during any technical failure of the Vodafone Network; (iii) when it is necessary to safeguard the security and integrity of the Vodafone Network or to reduce the incidence of fraud; (iv) where it is necessary for reasons of Force Majeure; (v) where the Customer breaches this Agreement or (vi) where it identifies Artificially Inflated Traffic. Vodafone shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspensions where reasonably practicable.

- 3.3 Vodafone is not responsible or liable for any non-performance of Services or for any degradation or deviation of the Services that can be reasonably attributed to the actions or omissions of the Customer, Customer's personnel, or third parties.
- 3.4 Vodafone shall not be responsible for assessing the Customer's space, facilities, computer systems and transmission capacity needs or for the interoperability of the Services and Equipment with the Customer's own equipment or services.
- 3.5 Vodafone shall not be responsible for any unsatisfactory operation, performance or reliability of any equipment used by the Customer that is not consistent, recommended or approved by Vodafone when connected to the Vodafone Network.

- 3.6 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Vodafone accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

#### 4 Customer's General Obligations

- 4.1 Customer shall not use the Services and/or Equipment:
- in a way which breaks any law or infringes anyone's legal rights;
  - to obtain unauthorised access to anyone's computer or communications equipment;
  - to annoy anyone or to interfere with anyone else's use of the Services.
- 4.2 Customer may supply the Equipment and Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and Codes of Practice.
- 4.3 Customers shall be responsible for the content of the calls and messages (voice or data in any form) that are transmitted or processed by its End Users and third parties under this Agreement.
- 4.4 Subject to clause 4.1 above, any right granted by Vodafone to the Customer to use the Services shall be strictly for the Customer's use. The Customer shall have no rights to terminate international traffic, re-sell or in any way make available to any third party any voice or data services using the Service except as otherwise expressly agreed with Vodafone in writing. If the Customer does terminate international traffic, re-sell or in any way make available to any third party any voice or data service using the Service without prior written authorization, this shall constitute a material breach justifying immediate termination without prejudice to Vodafone's rights.

#### 5 Suspension

- 5.1 Where the Customer breaches, or a specific End User causes the Customer to be in breach of, its obligations in clause 4, Vodafone shall be entitled to suspend use of the Services. Before exercising this right, Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension applies notwithstanding Vodafone's other rights under this Agreement. Any suspension under this clause shall only apply during the period of breach, although reinstatement of the Service may be subject to the payment of a reconnection Charge by Customer.
- 5.2 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.

## 6 Charges and Payment

- 6.1 All Charges not specified in the Agreement shall be at Standard Price List.
- 6.2 Rounding and minimum charges shall apply, in accordance with the terms of the Agreement.
- 6.3 Vodafone will issue a bill for the Customer's use of Equipment and Services under this Agreement at the end of each Bill Cycle. Most charges will appear on the bill immediately following the time period in which charges were incurred. In certain circumstances (e.g. roaming charges, if applicable), due to operational matters beyond Vodafone's control, application of charges to Customer's bill may be delayed. Customer is nevertheless required to pay all billed charges that are not in dispute when they fall due, as stated on the relevant bill.
- 6.4 Bills are available in either paper or email; and can be in either Arabic or English. Customer is required to select only one (1) mode of dispatch and one (1) language preference.
- 6.5 Bills shall be paid by Customer in cleared funds within 30 days from the end of the Bill Cycle ("Due Date");
- 6.6 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Vodafone of such dispute within 7 Business Days of the date of the relevant bill, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.
- 6.7 Where Vodafone has not received payment for undisputed Charges by the Due Date, Vodafone shall: (i) contact Customer's Accounts Payable Department to request payment; and (ii) be entitled to charge interest on the overdue Charges at the highest rates permitted by applicable law.
- 6.8 Where Vodafone has not received payment within 10 calendar days of the Due Date, Vodafone may take all or any of the following actions until such time as payment, including any interest due, has been received:
- a) withhold any sums owing to Customer by Vodafone and offset it against any sums Customer owes to Vodafone under this Agreement;

- b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding;
- c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer Vodafone's Standard Price Lists for that Equipment or Service; and
- d) subject to Vodafone having first invoked at least one of the remedies as set out in Clauses 5.8 (a) to (c), Vodafone shall be entitled to terminate this Agreement in whole or in part in accordance with Clause 19.3.

- 6.9 Customer shall not be entitled to offset any sums owed to it by Vodafone under any Agreement or dispute between the Parties against any sums that Customer owes to Vodafone under this Agreement.
- 6.10 Vodafone may credit assess Customer from time to time as reasonably required to assess Vodafone's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Vodafone account (details of which are available on request). If a credit limit is applied to a Customer account, Vodafone reserves the right to suspend the Customer's account in the event that the Customer reaches or exceeds that credit limit. In the event the credit limit is exceeded, the Customer is still obliged to pay the full amount due for all Charges incurred.

## 7 Service Levels

- 7.1 The Services provided under this Agreement may be supported by service level agreements set out in the relevant Service Schedule and as agreed between Vodafone and the Customer from time to time.
- 7.2 Where a Service is subject to service levels Vodafone will endeavour to supply the Services in accordance with or in excess of the service levels, but a breach of a service level is not a breach of the Agreement.
- 7.3 Any service level agreement excludes outages that result from:
- a) a planned outage;
  - b) a failure or malfunction with the Customer's property, any of Customer's equipment, computer software or power supply to the Premises (unless caused by Vodafone);
  - c) a failure or malfunction of an internet connection forming part of the Service;
  - d) an act or an omission of Customer or a person under Customer's direction or control (other than if the act or omission is at Vodafone's direction);
  - e) a Force Majeure event;
  - f) a requirement imposed upon Vodafone by a Government, statutory or other relevant authority with jurisdiction over the Services; or
  - g) unauthorised or illegal access by any party to any part of the system providing the Services, including hacking, virus dissemination and denial of service attacks.

## 8 Numbers

- 8.1 Vodafone shall allocate telephone numbers to Customer which Customer shall only use to access the Services. All the numbers are the property of the State of Qatar. Vodafone may withdraw, reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities or in accordance with its Number Policy, which can be found at [www.vodafone.com.qa](http://www.vodafone.com.qa), but will exercise all reasonable endeavours to minimise any disruption to Customer or End User.
- 8.2 Vodafone may withdraw telephone numbers that have been allocated to Customer as a result of Customer's failure to comply with this Agreement.
- 8.3 If Customer elects to pay a reservation charge for a number, this entitles Customer to use the number. The ownership of the number remains with the State of Qatar.
- 8.4 All reserved numbers must be assigned to an active Connection. If Customer cancels a Connection and/or this Agreement is terminated, the number will be deactivated and made available for reservation after 180 calendar days from the date of cancellation or termination.

## 9 Software License

- 9.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by Vodafone. Any Software that is used by Equipment or Services provided under this Agreement shall be governed by the terms of the relevant Software license set out in such Services Schedule or any shrink wrap or click through Software license provided with the relevant Equipment or Service. In all other cases, where Software is provided Vodafone grants the Customer and/or its End Users, as applicable, a non-exclusive, royalty free license to use any such Software for the Term of this Agreement.
- 9.2 Customer or End User's license shall be a single user license. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software license, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates and Vodafone shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or Vodafone.

## 10 Orders

- 10.1 Customer shall order Services, Equipment by submitting an Order Form by email or as notified to Customer by Vodafone from time to time. Customer shall accurately complete all fields set out in the Order Form.
- 10.2 Orders are binding on both Parties from the date written notification of acceptance by Vodafone. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Vodafone.
- 10.3 Customer shall notify Vodafone in writing within 5 Business Days of receipt if Equipment arrives having been damaged, or if the order has been incorrectly fulfilled. Customer shall notify Vodafone in writing within

7 Business Days of confirmation of Vodafone's order acceptance if Customer does not receive the Equipment.

- 10.4 Following such notification by Customer, Vodafone shall replace damaged new Equipment or SIM Cards, Equipment lost or stolen in transit, and any incorrect Equipment or SIM Card, free of charge. In the case of damaged used Equipment Vodafone shall (at its option) replace or repair the Equipment.
- 10.5 Vodafone shall not be responsible if the provisioning lead time varies due to incomplete or incorrect information provided by the Customer or failure on the part of the Customer to act in accordance with the Customer's obligations.

## 11 Equipment

- 11.1 Unless provided otherwise in this Agreement, all Equipment provided by Vodafone shall remain the property of Vodafone.
- 11.2 Subject to clause 7, where title to Equipment is to pass to Customer, title shall pass to Customer as soon as Vodafone has received payment for it in full. Where Equipment is free of charge, title shall pass on delivery.
- 11.3 Vodafone shall bear the risk of loss or damage to Equipment until the point of delivery to Customer. Subject to clause 10.3, Customer shall bear the risk of loss or damage to Equipment from the time of delivery to Customer.
- 11.4 The Customer shall be responsible for keeping all Equipment belonging to Vodafone within the Customer's premises in good condition, and be fully responsible for the security, protection from unauthorized access, any loss or damage to the same, with the exception of normal wear and tear.
- 11.5 Vodafone shall be entitled to inspect or test any Equipment that has been installed at any Customer premises remotely or otherwise at such times as may be agreed between the parties and such agreement shall not be unreasonably withheld or delayed by the Customer.
- 11.6 Customer shall not remove or obscure any logo or writing on Equipment that Vodafone has supplied to Customer and which Customer does not own. Customer shall replace all batteries and other consumable parts of the Equipment.
- 11.7 Customer shall not, and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than Vodafone to do so. Any attempt to do this may invalidate the manufacturer's warranty.
- 11.8 Customer shall keep all Equipment that Vodafone has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.
- 11.9 Vodafone's supply of Equipment and accessories shall be subject to availability.

## 12 Warranty on Equipment

- 12.1 Where Equipment supplied to Customer by Vodafone becomes faulty for reasons other than through

Customer's acts, omissions or misuse within the manufacturer's warranty period, Customer shall return such Equipment to Vodafone at Vodafone's cost and Vodafone shall repair or replace the Equipment in accordance with Vodafone's repair policies. Any out-of-warranty repairs shall be charged at Vodafone's standard prices.

12.2 Vodafone does not manufacture Equipment and save for Clause 12.1 above excludes, to the fullest extent permissible at law, all warranties, terms or conditions in relation to Equipment, whether implied by law or otherwise.

12.3 Vodafone shall pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Equipment supplied to Customer by Vodafone. However, on expiry of this Agreement, any commitment by Vodafone to liaise with the manufacturer in respect of any warranty shall cease.

### **13 Roaming**

13.1 Where the Customer uses products that require access to Overseas Networks, Vodafone shall use reasonable endeavours to give Customer access to Overseas Networks; however, Vodafone shall not be responsible for the performance of Overseas Networks or any part of the Vodafone Network not controlled by Vodafone. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Vodafone Network and Overseas operators. Vodafone will notify Customer of any terms of access that Customer needs to comply with to use the Overseas Network.

13.2 Depending on which Services the Customer selects, End Users may only be able to roam in certain Overseas Networks. Vodafone will notify the Customer if this is the case, and will provide a list of available Roaming destinations.

13.3 In the event that this Agreement is terminated and within 45 calendar days Vodafone receives roaming charges from the Customer's usage, then Vodafone reserves the right to invoice the Customer for that difference within 45 days.

### **14 SIM Cards**

14.1 Notwithstanding any other terms in this Agreement, any SIM Cards provided under this Agreement shall remain the property of Vodafone at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

14.2 Customer shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 11.3, Customer shall be liable for any loss or damage suffered by Customer or its End Users as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified Vodafone that such SIM Card is being used without Customer's authorisation.

14.3 All Vodafone handsets, USB modems and other Equipment shall be used only with Vodafone SIM Cards. In the event that non-Vodafone SIM Cards are used on a Vodafone handset, USB modem or other Equipment, all warranties applying to that Equipment shall cease with

immediate effect and no further post-sale service shall be available in respect of that Equipment.

### **15 GSM Gateways**

15.1 Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Vodafone Network without Vodafone's prior written consent, which may be withheld at Vodafone's absolute discretion. Customer shall cooperate with Vodafone at all times to ensure that such GSM Gateways that are connected to the Vodafone Network remain compliant with the applicable law.

### **16 Monitoring use of Service**

16.1 Vodafone shall be entitled to monitor use of the Service and disclose or otherwise use the information so obtained to the extent allowed by the laws and regulations of Qatar in order to:

- a) Comply with applicable law, regulation or other governmental request or order,
- b) Make sure that there is no misuse or abuse if Vodafone has reason to suspect this;
- c) Protect the integrity of Vodafone's systems and the Vodafone Network;
- d) Provide the Service in keeping with the terms of the Agreement; or
- e) Take other actions agreed to or requested by Customer.

### **17 Access to Premises**

17.1 Customer will allow Vodafone or its Agents access to Customer's premises or the premises in which the Services are to be performed to enable Vodafone to perform its obligations under this Agreement, including the installation of Equipment as needed. Vodafone will endeavour to provide reasonable prior notice if it requires access to Customer premises and will ensure that sufficient proof of identity is available.

17.2 If the Customer operates in or upon property not owned by the Customer then (if applicable) the Customer shall ensure that it obtains all the necessary permissions and licenses from any third party for Vodafone to install Equipment required as part of providing the Service including compliance with any planning permission requirements.

17.3 If access to premises is denied, Customer's ability to use the Services may be adversely affected and Vodafone takes no responsibility in such case. If the Customer repeatedly fails to provide access to the premises for any reason, Vodafone reserves the right to charge the Customer for any reasonable costs incurred in implementing the unsuccessful access visits.

### **18 Relocation of Premises**

18.1 If the Customer plans to relocate to different premises after the installation of any Services, the Services may be relocated so long as the new address is in an area in which Vodafone provides the relevant Services. Customer must provide at least 14 Business Days' notice before the expected moving date and provide full details of the new premises for evaluation.

- 18.2 Vodafone reserves the right to refuse to relocate Services in its sole discretion.
- 18.3 There may be Charges for relocating Services. Any Charges will be disclosed to the Customer prior to relocating the relevant Service

## 19 Termination

- 19.1 Customer shall have the right to terminate this Agreement in whole or in part by giving Vodafone 1 (one) month's written notice of termination, subject to the payment of any outstanding Charges.
- 19.2 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party):
- a) if the other Party becomes subject to an Insolvency Event; or
  - b) if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 calendar days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).
- 19.3 Where the Customer wishes to terminate this Agreement or a Service during the Minimum Subscription period, then the Customer shall be liable to pay the applicable Charges for the remainder of the Minimum Subscription Period and any other Charges as may be set out in this Agreement.
- 19.4 Subject to Clause 6.8(d), Vodafone may terminate this Agreement in whole or in part with immediate effect, by giving notice in writing:
- a) where Customer has failed to pay any Charges due within 60 calendar days of the Due Date; or
  - b) where Vodafone has repeatedly invoked its rights of suspension pursuant to Clause 5 or Clause 6.8(b), or has invoked its right of suspension under clause 3.2 (vi) for a period of not less than 14 calendar days.
  - c) Where Vodafone is no longer legally able to provide the Services to the Customer.
- 19.5 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Agreement (in whole or in part) received in writing from the other Party.

## 20 Consequences of termination

- 20.1 On termination of this Agreement as a whole, or partial termination or a Service, Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).
- 20.2 Customer shall, if requested by Vodafone, delete or destroy all copies of any documentation which Vodafone has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide Vodafone with written confirmation that all such copies have been returned, deleted or destroyed.

- 20.3 Where this Agreement is terminated as a whole, Vodafone's entire relationship with Customer shall terminate and Vodafone shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.

- 20.4 On expiry of a Minimum Subscription Period, the Service shall continue until terminated by either Party on 30 calendar days' notice or in accordance with the relevant Service Schedule and this Agreement.

- 20.5 On termination of this Agreement, or any Service, the Customer's Services supplied under this Agreement (or the relevant part of the Service Schedule) shall cease immediately and the Customer will immediately pay to Vodafone all sums due or payable in relation to the terminated or expired Services, including any early termination payment specified in the Agreement.

## 21 Fair Usage Policy

- 21.1 The Services are offered for the Customer's reasonable use. Excessive use of the Services beyond that which, in Vodafone's reasonable discretion, is normal and reasonable and which, has the potential to negatively impact the quality of service available to other subscribers may result in Vodafone taking measures including throttling the Services which may impact the desired or expected speed.

## 22 Intellectual Property

- 22.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by Vodafone and Vodafone's licensors. By supplying Customer with Services, Software and Equipment, Vodafone is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- 22.2 Where Vodafone creates Intellectual Property Rights during or as a result of the supply by Vodafone of Services, Software and Equipment to Customer, Vodafone shall own all such Intellectual Property Rights.
- 22.3 Customer must not do anything to jeopardise Vodafone or its licensor's Intellectual Property Rights.
- 22.4 Neither Party may use the other Party's names, logos, trademark, trade names or other proprietary marks ('Marks') in any advertising or publicity without first obtaining the other Party's written approval to do so. Unless the approval indicates otherwise, permission to use a Party's Marks will last only for the duration of the Agreement.
- 22.5 Vodafone may with express prior written consent from the Customer, which consent shall not be unreasonably withheld, disclose as part of its promotional activities the fact that the Customer is obtaining Services from Vodafone.

## 23 Changing the terms of this Agreement

- 23.1 Vodafone shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in Vodafone's opinion acting reasonably) to comply with applicable law. Where reasonable, Vodafone shall provide Customer with advance notice of such changes. If advance notice cannot be provided, Vodafone shall advise Customer of the change as soon as practicable after it has been

made. Vodafone shall not be liable to Customer for any claims by Customer as a consequence of such changes.

- 23.2 Vodafone may change the terms of this Agreement, including the Charges without Customer's consent to the extent that such changes are required due to alterations to the Vodafone Network; the manner in which Vodafone operates; the way in which Vodafone provides Services (including where, in Vodafone's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of Vodafone's relevant customer base. In these circumstances, Vodafone shall advise Customer of the change via an Amendment Notice, at least 30 calendar days in advance of the change taking effect. If Customer is materially disadvantaged and objects to such change, Customer may terminate the relevant Service Schedule under which the affected Service is provided by giving 30 calendar days written notice. This right to terminate ends 30 calendar days after the date that the change became effective. Vodafone shall not be liable to Customer for any claims by Customer as a consequence of such changes.
- 23.3 Save as set out in Clauses 23.1 and 23.2 changes to this Agreement must be made by written agreement of the Parties.

## 24 End User Information

- 24.1 The Customer shall be responsible for keeping adequate records and identification of all End Users using the Services as required by the Regulatory Authorities and the Customer undertakes to provide such information to Vodafone or any authorized government agency upon request.
- 24.2 The Customer shall inform Vodafone within 24 hours of necessary changes to be made in the event that any End Users leave their employment and the consequences of the usage of that SIM. In the event that the End User retains the SIM and number after leaving the Customer's employment, Vodafone reserves the right to transfer the End User to another service.
- 24.3 If Customer supplies Vodafone with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that Customer has obtained from the individuals concerned all necessary consents to both the supply of the data to Vodafone, and the processing of it by Vodafone, for the purposes of performance of this Agreement including monitoring and reporting by Vodafone to the Customer and, if applicable, legal authorities pursuant to applicable law, supply of the Equipment and Services and for direct marketing about Vodafone's similar products and services. Customer shall also ensure that any individual to whom personal data relates has given consent for Vodafone to pass such data back to Customer.

## 25 Confidentiality

- 25.1 This Agreement and any information about Services that is not publicly available, is confidential, and may be disclosed by Customer to Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with Vodafone.
- 25.2 Vodafone shall be entitled to keep records of Customer information, which Vodafone shall use to perform

Vodafone's obligations under this Agreement, and for purposes related to the provision of Services hereunder.

- 25.3 Vodafone shall be entitled to disclose Customer information as required by any legal, regulatory or financial agency or by court order, any Vodafone group company or any third party (some of whom may be outside of the European Union) for the purposes of providing the Services.

## 26 Liability

- 26.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software license; breach of any obligation of confidence; and any infringement of Vodafone's Intellectual Property Rights.
- 26.2 Except for Clause 26.1 above and to the extent not prohibited by law:
- each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the Agreement during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied; and
  - neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement nor any loss of business, revenue, profits, goodwill, use, data, or other economic advantage, however they arise, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages. Vodafone shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.
- 26.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 calendar days, the other Party will be entitled to terminate this Agreement on written notice.
- 26.4 Notwithstanding the above, and except as any service level agreement otherwise expressly describes, Vodafone shall not be liable for any damages arising out of or resulting from:
- service impairments, interruptions, lost, altered or misdirected transmissions or messages;
  - performance problems of interoperability or interconnection including problems caused by faults in applications, equipment, Services or networks provided the Customer, or a third party;

- c) inability of the Customer or any End User to access or interact with other service providers, networks, users, content or services;
  - d) content, service interactions with a third party, even if hosted, cached, supported or otherwise enabled by Vodafone;
  - e) services, equipment or software provided by third parties;
  - f) unauthorized access by a third party to the transmission equipment or premises of the Customer,
  - g) unauthorized access to, alteration, theft, loss or destruction of the Customer's, or any third party's networks, systems, content, applications, data files, programs, procedures or information by any means including accidental or fraudulent means or devices.
- 26.5 The warranties specified in this Agreement and/or any Service Schedule are the only warranties provided with respect to Services provided to Customer by Vodafone. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.
- 27 Transferring this Agreement to others**
- 27.1 Either Party may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company (including in the case of the Customer, to a third party management agency) provided that it has obtained the other Party's prior written consent to such transfer and has satisfied any reasonable conditions imposed by such other Party.
- 27.2 Notwithstanding Clause 27.1 above, Vodafone shall be entitled to transfer in whole or in part any of its rights and obligations to any company within Vodafone's Group at any time without obtaining the Customer's prior consent on the date of such transfer, which consent is deemed to have been obtained to the date of this Agreement. However, Vodafone will notify the Customer of such transfer as soon as possible. Vodafone may use sub-contractors to perform any of its obligations under this Agreement but remains responsible for their performance.
- 28 General Provisions**
- 28.1 All notices served by Customer under this Agreement shall be in writing and sent to Vodafone Qatar by the email address advised by Vodafone to Customer or to PO Box 27727, Doha Qatar or any other address Vodafone directs Customer to use from time to time. Vodafone shall send all notices to Customer at Customer's registered office. Notices will be deemed given: where they are hand delivered, when a duly authorised employee or representative of the recipient gives written acknowledgement of receipt; for e-mail communication, at the time the communication enters into the information system of the recipient; for posting, three Business Days after dispatch; and for fax on receipted transmission of the fax.
- 28.2 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do so.
- 28.3 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 28.4 This Agreement is governed by Qatari Law and is subject to the non-exclusive jurisdiction of the Qatari Courts.
- 28.5 Only provisions set out in this Agreement shall apply to Vodafone's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out within this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.
- 28.6 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under Qatari Law shall be available.
- 28.7 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.
- 28.8 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. Vodafone shall not be liable to continue to support the Services to the extent that they are affected by such change.
- 28.9 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the Qatari Courts, that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.
- 28.10 Where Vodafone supplies Equipment and Services to Customer that is not expressly covered by the Agreement, such supply shall be deemed to be governed by the terms and conditions of this Agreement.
- 28.11 If there is a dispute under this Agreement, and Customer's Field Service Manager has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to a more senior representative within Vodafone. The Parties shall use the escalation process to its full before taking legal action against the other Party.

## APPENDIX 1 – DEFINITIONS

All capitalised words in the Agreement shall have the meaning ascribed below.

**Account Manager**—The Vodafone representative designated to manage Customer's financial accounts.

**Agreement** – means this Master Services Agreement, including these General Business Terms and Conditions and any Service Schedule.

**Amendment Notice** - A document setting out a change to this Agreement that is issued to Customer by Vodafone that does not require the signature of either Party.

**Artificially Inflated Traffic** - A flow or volume of traffic via any Service, which Vodafone believes is: (i) disproportionate to the flow or volume of traffic which Vodafone expects from good faith commercial practice and usage of the Service; (ii) disproportionate to Customer's previous traffic profiles (in any given month) with Vodafone; (iii) uses automated means to make calls (save where this is expressly approved by Vodafone in writing); or (iv) may result in Customer exceeding the credit limit which Vodafone places on Customer's Vodafone account from time to time.

**Bill Cycle** - The period of time between billings. A Bill Cycle will begin on a set day each month and will last until that day the next month.

**Business Day** - means a day other than a Friday or Saturday or a public holiday in the State of Qatar.

**Charges** - all fees relating to Customer's use of the Services, including fees for Equipment, Software License fees, call fees, airtime fees and all other fees payable by Customer under this Agreement.

**Codes of Practice** - All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies or that are adopted by Vodafone from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

**Connection** - A Vodafone SIM Card that has been configured to attach to the Network, with a price plan associated with it so that End Users can use and be charged for Services supplied under the Agreement.

**Customer Information** - Information that (a) Customer provides to Vodafone; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.

**Due Date** - has the meaning ascribed in clause 6.4 of the General Business Terms and Conditions.

**End User** - A person using Equipment or a Service, who is an employee or contractor of Customer.

**Equipment** - Any tangible material, supplied by Vodafone to Customer, or connected to the Network on Customer's behalf, such as a SIM Card, mobile phone, a connecting cable, a power supply, or a PC data card, routers, switches, PABXs (Private

Automatic Branch Exchanges), telephones, fax products, modems, other voice and data processing equipment.

**Field Service Manager** - The Vodafone representative designated to manage Customer's day to day account operation.

**Fixed Services** – means any or all telecommunications services supplied by Vodafone to Customer using any part of Vodafone's fixed line services offerings.

**Force Majeure** - Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

**General Business Terms and Conditions** – the terms contained in Schedule 1 of this Agreement.

**GSM Gateway** - Any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call

**Initial Term** – has the meaning ascribed to it in clause 2.1 of these General Business Terms and Conditions.

**Insolvency Event** - An event where a Party either ceases or threatens to cease conducting its business in the normal manner; or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it: (a) is unable to pay its debts; or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.

**Intellectual Property Rights** - Patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

**Minimum Subscription Period** - The minimum term for which Customer commits to receive a Service, as specified in the Agreement.

**Mobile Services** – means any or all mobile telecommunications services supplied by Vodafone to the Customer as set out in this Agreement.

**Order Form** – means an order for a Service submitted from the Customer to Vodafone, in the form prescribed by Vodafone from time to time.

**Overseas Networks** - Telecommunication systems outside of the State of Qatar used (but not controlled) by Vodafone in providing the Services.

**Plan** – Vodafone’s Pricing Plans, which are priced according to the Standard Price List(s).

**Postpaid** - Vodafone’s monthly post payment option in which Customer’s are billed for their account charges at the end of each Bill Cycle

**Prepaid** - Vodafone’s prepaid payment method.

**Regulatory Authorities** – the Supreme Council for Information and Communications Technology (“icQATAR”), the Ministry of Business and Trade or any Qatari authority operating or established from time to time

**Service** - A service provided by Vodafone pursuant to this Agreement as described in the relevant Service Schedule, including Mobile Services and Fixed Services.

**Service Schedule** – Schedules containing additional terms and conditions, specifications and other technical information about Services and Equipment purchased by the Customer. .

**SIM Card** - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network

**Software** - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Vodafone or its licensors to Customer irrespective of how it is stored or executed.

**Software License** - The terms and conditions that prescribe how Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software

**Standard Price List(s)** – Vodafone’s standard unsubsidised Charges for business Services and Equipment as set out in Schedule 2 to this Agreement and/or advised to Customer by Vodafone from time to time.

**Vodafone’s Group** - Vodafone Group Plc and any company in which Vodafone Group Plc holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

**Vodafone Network** - The telecommunication systems Vodafone uses to provide the Services.