

# MASTER SERVICES AGREEMENT

## General Terms and Conditions for Business Services



### 1. GENERAL:

1. This Master Services Agreement, the applicable Service Tariff, the Order Form/Quotation and the Service Level Agreement (together, the "Agreement") constitute the terms of contract between Ooredoo and the Customer for any telecommunications services and any related software, content or equipment provided to the Customer hereunder.
2. The effective date of the Agreement is the date on which the Customer subscribes to or uses the Service. When the Customer subscribes to or uses the Service, the Customer accepts the terms of the Agreement.
3. In the event of any conflict among the terms of the Agreement, the following order of precedence shall be observed:
  - the Order Form/Quotation;
  - the applicable Service Tariff;
  - the Master Services Agreement;
  - the Service Level Agreement.

### 2. TERM OF THE AGREEMENT AND COMMENCEMENT OF SERVICE

1. Ooredoo shall commence providing the Services to the Customer in accordance with the Agreement on either of the following dates:
  - The tentative date of service as set out in the Order Form/Quotation; or
  - Any other date to be notified by Ooredoo to the Customer following mutual agreement by the Parties.
2. The provision of the Service under the Agreement is conditional upon the Customer's credit worthiness as determined by Ooredoo. The Customer authorizes Ooredoo to investigate credit worthiness and to share information about this worthiness with applicable government authorities where requested. Based on a Customer's credit worthiness, Ooredoo may set a credit limit for a Customer at any time. If the Customer exceeds this credit limit, Ooredoo may restrict the Customer's access to the Service (s).
3. Ooredoo may also require the Customer to pay a deposit as a condition of providing the Service. Ooredoo has the right to apply this deposit against any past due amounts at any time.
4. Unless otherwise stated in the applicable Service Tariff or the Order Form/Quotation, the Minimum Service Period is three (3) months. Cancellation of the Service prior to that time will result in applicable Charges due and payable for the remainder of the Minimum Service Period.
5. Either Party may terminate this Agreement in accordance with the terms set out in clause 9 (Suspension and Termination).

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## 3. INTERPRETATION AND DEFINITIONS:

### In this Agreement:

**Applicable Regulatory Framework** means the terms and conditions of Ooredoo's applicable Licenses, and applicable law including any regulations, decisions, orders, rules, instructions or notices issued by the CRA.

**Business Day** means a day other than a Friday and Saturday and any public holiday declared in Qatar.

**Change Proposal** means a formal written proposal by Ooredoo as per clause 5.1(b) to modify the terms of the Agreement in order to address Customer-specific circumstances or needs.

**Charge** means the applicable recurring and non-recurring fees for Ooredoo telecommunications services, equipment usage and/or purchase and any other fees, costs, or other charges as set out in the applicable Service Tariff and/or the Order Form/Quotation.

**Confidential Information** means information provided by one Party to the other Party that is marked "Confidential" or otherwise confidential by its own nature or information that is provided for the purposes of the Services and of the nature not generally made available to the public. For the avoidance of doubt, confidential information shall include all Service Quotations.

**CRA** means the Communications Regulatory Authority and its successors and assigns.

**Customer** means the Party to this Agreement, as identified above, who is a subscriber of Services or telecommunications equipment, or both, provided by Ooredoo.

**Equipment** means any device or apparatus, and any part thereof that is supplied by Ooredoo to a Customer or that is connected to the Ooredoo telecommunications network.

**Force Majeure Event** means any insurrection or civil disorder, war or military operations, terrorist act, national or local emergency, blockade, acts or omissions of any Governmental Authority, compliance with any statutory, regulatory or legal obligation, severing by a third party of international telecommunications facilities outside Qatar, fire, earthquake, lightning, explosion, flood, subsidence, weather of exceptional severity, or any other cause outside a Party's reasonable control.

**Governmental Authority** means any government entity in Qatar including any Ministry, quasi-governmental entity, regulatory authority or departmental body, instrumentality, agency or authority in Qatar or any subdivision thereof having jurisdiction over:

- this Agreement; or
- any asset or transaction contemplated by this Agreement.

**Minimum Service Period** has the meaning ascribed to this term in clause 2(d).

**Ooredoo** means Ooredoo Q.P.S.C

**Order Form/Quotation** means the Ooredoo standard form or other official communication that sets out the details and applicable rates for the Services.

**Party** means a party to the Agreement.

**Service(s)** means any domestic and/or international public telecommunications services, value added services, and any ancillary services that are provided by Ooredoo pursuant to the Agreement, and in respect of each such services, any part thereof.

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**Service Level Agreement** means the service level agreement (SLA) between Ooredoo and the Customer that establishes the agreed target levels of service performance and agreed consequences of the failure to meet such levels.

**Service Tariff** means Ooredoo's list of prices and Charges and any accompanying terms and conditions, which are regulated by the CRA.

**Software** means software, including APIs, and all associated written and electronic documentation and data licensed by Ooredoo or a third party to the Customer. Software does not include software that is not furnished by Ooredoo to the Customer.

**Spam** means unsolicited e-mail messages and text messages sent using SMS, including unsolicited bulk commercial advertising or informational announcements.

**Telecommunications Law** means Law No. 34 of 2006 as amended by Decree Law No. 17 of 2017.

## 4. CHARGES, BILLING AND PAYMENT TERMS

1. Customer agrees to pay all Charges applicable to the Service (s) contained in the applicable Service Tariff and/or the Order Form/Quotation. The Customer's obligation to pay for a Service begins upon the availability of the Service to the Customer.
2. Customer shall pay to Ooredoo the installation service fees as set out in the Service Tariff or the Order Form/Quotation after installation of the Services. Installation fees are non-refundable after the Services have been installed.
3. Customer must pay all outstanding Charges applicable for Services provided pursuant to the Agreement within 30 days of an issued bill ("Due Date") without deduction, setoff or delay for any reason subject to clause 4 (f) hereunder. Failure to make such payment may result in suspension, termination or other action by Ooredoo in accordance with clause 9.2 (Termination by Ooredoo).
4. Customer must pay all applicable taxes, including value added taxes that appear on the bill.
5. Most Charges will appear on the Customer's bill immediately following the time period in which such Charges were incurred. In certain circumstances due to operational matters beyond Ooredoo's control, including when roaming outside of Qatar in countries where charging does not take place in real-time, the inclusion of all applicable Charges to the Customer's relevant monthly bill may be billed in a subsequent month after the Services are provided. Notwithstanding any such delay, the Customer shall be required to pay all undisputed Charges when they become due.
6. If the Customer reasonably and in good faith disputes a bill or part of it, the Customer shall notify Ooredoo of such dispute within 30 days of the bill issue date, providing details of why the billed amount is incorrect. Where the Customer does not dispute a Charge within 30 days from the bill issue date, the Customer accepts the Charge. All Charges not in dispute shall be paid by the Due Date.
7. Any mathematical error made by Ooredoo or any of its representatives does not constitute an offer and thus may be corrected or modified by Ooredoo.

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8. Where Ooredoo has not received payment for the undisputed Charges by the Due Date, Ooredoo may take all or any of the following actions until such time as payment has been received:
- require the Customer to pay a late payment fee;
  - withhold any sums owed to the Customer by Ooredoo and offset these sums against any sums the Customer owes to Ooredoo under this Agreement;
  - suspend the Customer's use of the Services;
  - withdraw any discount in relation to the Service;
  - terminate the Agreement according to the provisions of Article 9.2 (Termination by Ooredoo) and
  - any other measures pursuant to the applicable legal and regulatory frameworks.
9. Ooredoo provides electronic billing or "e-billing" to all its customers. Customers also have the option of receiving paper bills on a customer account basis upon request. The Customer accepts responsibility for keeping billing information up to date as per its selected mode of dispatch. Ooredoo cannot be held liable for delayed bill delivery provided by third parties or where Customers neglect to access their e-bills on a monthly basis.

## 5. CHANGE PROCEDURES

### 5.1 Changes By Customer:

During the course of the Agreement, the Customer may request changes to the terms set out in the Order Form/Quotation to address Customer-specific circumstances or needs by contacting Ooredoo through its official channels described at [www.Ooredoo.qa](http://www.Ooredoo.qa).

- Ooredoo will decide whether the change can be made and advise the Customer in writing within thirty (30) days of receipt of any request to modify the terms of the Order Form/ Quotation. If Ooredoo agrees to accept the proposed change, it will provide confirmation to the Customer that the requested changes have been implemented or prepare a proposal ("Change Proposal ") describing the effect the change will have on the price, delivery and other terms and conditions of the Agreement.
- If the Customer is in agreement with Ooredoo's Change Proposal, the Customer must accept the Change Proposal in writing within thirty (30) days of the date of the Change Proposal.
- If the Customer does not send written notification accepting Ooredoo's Change Proposal within (30) days of the date of the Change Proposal, the Agreement shall remain unchanged.

### 5.2 Changes by Ooredoo:

- Where it is necessary for Ooredoo to change the Agreement in accordance with the Applicable Regulatory Framework, Ooredoo shall provide the Customer with written notice of such changes before the changes become effective or as soon as practical.
- Ooredoo may, from time to time and subject to the approval of the CRA, if required, (a) modify the Charges contained in the Service Tariff; (b) make changes to the terms of this Agreement; and (c) discontinue the Service where it is no longer commercially viable with reasonable notice to the Customer. Any amendments to our Tariffs or terms of the Agreement will be effective when posted on our website. Customer is responsible for monitoring Ooredoo's website to ensure that it has the latest version of this Agreement and Ooredoo's Service Tariffs.
- If the Customer is materially disadvantaged and objects to changes pursuant to this clause 5.2, the Customer may terminate this Agreement as per clause 9.1 (Termination by Customer).

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- The Customer's continued use of the Service and/or Equipment constitutes acceptance of any changes to the Agreement. The Customer must immediately stop using the Service and Equipment and cancel the Service by written notification to Ooredoo if it does not agree to the changes.

## 6. EQUIPMENT

### 6.1 General

- Unless otherwise stated in the applicable Service Tariff or unless there is an agreement to the contrary, Equipment provided by Ooredoo remains Ooredoo property and may be modified or substituted only by Ooredoo from time to time in order to maintain a consistently high level of service quality.
- The Customer may not sell, alter, misuse, tamper with, lend, dispose of, damage or remove any labels or markings from Ooredoo Equipment.
- The Customer is required to keep Ooredoo Equipment safe and to use it only in accordance with the manufacturer's instructions.
- The Customer must notify Ooredoo of any loss or damage to any part of Ooredoo Equipment immediately upon becoming aware of such loss or damage.
- The Customer shall bear the risk of loss or damage other than for normal wear and tear to Ooredoo Equipment from the time of delivery to the Customer.
- Subject to the Customer's responsibilities under above clauses 6.1 (c), 6.1 (d) and 6.1 (e), Ooredoo will remain responsible for all Equipment rented to the Customer pursuant to this Agreement to ensure the proper functioning of such Equipment in relation to the Services. The Customer may not interfere with or seek assistance from any person other than Ooredoo or an Ooredoo authorized representative to repair, maintain or modify such Equipment unless agreed otherwise in writing by Ooredoo. The Customer is liable for any loss or damage resulting from failure to adhere to this condition.
- Ooredoo does not provide any kind of warranty for the Equipment that it sells or otherwise provides to the Customer unless it is 'Ooredoo' branded. Any warranty on such Equipment is limited to the warranty provided by the manufacturer. Ooredoo will, however, endeavor to replace or issue refunds, as applicable, for any defective equipment that Ooredoo provides to the Customer in relation to its services for up to ninety (90) days during the relevant warranty period.

### 6.2 Installation of Equipment

- The Customer agrees to allow Ooredoo reasonable access to its premises if Ooredoo needs such access in order to install, provide or maintain any of the Services or any associated Equipment.
- The Customer agrees where necessary to obtain all required permissions from a third party or a Government Authority in order for Ooredoo to connect or install Equipment or facilities for the Service (s) on private or public land or premises not owned by the Customer.
- If the Customer does not secure access to its premises or denies such access to Ooredoo, Ooredoo may not be able to provide the Service (s) to the Customer. Repeated unsuccessful visits to the Customer's premises for this purpose may result in Charges imposed on the Customer for such repeated visits to the extent these visits are arranged in advance and agreed by the Customer.



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### 6.3 Connecting Subscriber Equipment

The Customer agrees not to connect any Equipment or facilities to the Ooredoo network that have not been type approved by the CRA or that do not comply with the technical standards and specifications for telecommunications equipment approved by the CRA. Failure to adhere to this condition may result in termination, suspension of the Services or other action in accordance with clause 9.2 (Termination by Ooredoo).

## 7. USE OF OOREDOO SERVICES AND EQUIPMENT

### 7.1 Acceptable Use of the Services

- Ooredoo will provide the Service to the Customer subject to availability and operational limitations of systems, facilities and equipment. The Customer shall comply with all applicable laws and regulations. The Customer shall cause all users (anyone who uses or accesses the Service) to comply with this Agreement and the Customer is responsible for their use of the Service (s). The Customer may not resell the Service to third parties without Ooredoo's written consent.
- The Service is provided for the Customer's reasonable use. Excessive and continued use of the Service beyond that which is acceptable as per the Fair Usage Policy of a Service Tariff and which has the potential to negatively impact the quality of service available to other Ooredoo subscribers may result in Ooredoo taking measures including throttling the Service.
- If Ooredoo reasonably believes that the Customer has misused the Service or violated any applicable laws or regulations it may take immediate action to suspend the Service and terminate the Agreement in accordance with clause 9.2 (Termination by Ooredoo).

### 7.2 Use of Data Services

- If Ooredoo provides the Customer with an Internet access service, Ooredoo takes no responsibility for the Customer's use of that service.
- The Customer may use software supplied by Ooredoo or by a third party, provided that it is compatible with the Service and complies with the Acceptable Use Policy where relevant.
- The Customer is responsible for all use of Ooredoo Software, including any use by the Customer's contractors, agents or employees.
- Ooredoo is responsible for any manufacturing defects in any software provided to the Customer as a part of the Services, whether developed by Ooredoo or by third parties. Ooredoo is not responsible for any loss or damage of any kind whatsoever arising out of the use of or failure to use any software supplied by a third party, including loss or damage due to defects in the software.

### 7.3 Telephone numbers

- This clause 7.3 shall apply where Ooredoo is required to provide telephone numbers to the Customer.
- Pursuant to Article 35 of the Telecommunications Law, there are no ownership or special rights on telephone numbers other than the right of use. If Ooredoo provides the Customer with a telephone number, either without consideration or for a fee, the Customer does not own the number, which remains the property of the State of Qatar and under the administrative control of the CRA.
- The CRA may, at its own discretion, make changes to the numbers allocated and assigned to Ooredoo. The Customer acknowledges and agrees that Ooredoo may need to withdraw or make changes to the numbers assigned to the Customer in the event of any such action by the CRA.

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- Ooredoo will take all commercially reasonable efforts to minimize any disruption to the Customer in this regard and to notify the Customer in advance of any necessary change or withdrawal of any assigned number(s) as soon as possible.
- If Ooredoo finds it necessary to change or withdraw the Customer's number(s), and the Customer has paid Ooredoo for such number(s), Ooredoo will substitute the number(s) with equivalent number(s).
- The Customer may transfer its account, including its telephone number(s), to another person provided the Customer obtains Ooredoo's prior permission and pays any applicable fees.

### **7.4 Class License for the Resale of Retail Telecommunications Services (Reseller Agreement)**

- The Subscriber cannot resell the service if (s)he does not qualify as an Eligible Person, within the framework set by the Class License for the Resale of Retail Telecommunications Services issued by the Communication Regulatory Authority (CRA) (<https://www.cra.gov.qa/en/document/class-license-for-the-resale-of-retail-telecommunications-services>).

Should the Subscriber qualify for the resale of the retail telecommunications services as per the paragraph below, the subscriber shall enter into a written agreement with Ooredoo in order to (re)sell retail telecommunications services to the End User. The agreement shall expressly:

- List the specific and identified telecommunications services the Subscriber is allowed to resell;
- Mention the details of the Class License granted to the Subscriber; and
- Identify the subscriber as an official reseller providing a properly licensed services to the End User through Ooredoo.

Failure to comply with the above provisions will result in the Services being immediately terminated and in the Subscriber being held responsible for the legal, regulatory and financial consequences of his/her behavior.

## **8. DISRUPTION OF SERVICES AND TECHNICAL CHANGES**

Ooredoo may occasionally need to interrupt the Service for scheduled required maintenance, test procedures or other technical work, including network upgrades. Ooredoo will provide notice to the Customer at least 72 hours in advance of such interruption where possible. Ooredoo shall not be liable to the Customer for any adverse consequences of such service interruption.

## **9. SUSPENSION AND TERMINATION**

### **9.1 Termination by Customer**

- The Customer may terminate this Agreement or any Service(s) under the Agreement at any time by giving Ooredoo advance written notice of thirty (30) days.
- If any Service under the Agreement is terminated by the Customer prior to the expiry of the Minimum Service Period or other commitment term as set out in the Service Tariff or Order Form/Quotation, or as per any other special conditions, the Customer must pay to Ooredoo the related termination or cancellation fees.

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- If Ooredoo makes a materially adverse change during the Customer's Minimum Service Period, the Customer may cancel the impacted Service without paying an early cancellation fee. Ooredoo will provide thirty (30) days notification to the Customer of any materially adverse change. Where the Customer does not accept this change, the Customer must cancel the Service within fifteen (15) days of receiving our notice. An increase in the price of any Service shall be deemed a materially adverse change. For the avoidance of doubt, fees and taxes imposed by government and changes to Qatar's legal and regulatory framework are not materially adverse changes for the purpose of this clause.

### 9.2 Termination by Ooredoo

Ooredoo may suspend, restrict or disconnect the Service temporarily or permanently and/or terminate the Agreement for any of the reasons set out below. Where reasonably possible and appropriate, Ooredoo will provide reasonable written notice to the Customer to avoid disrupting the provision of Services unnecessarily where:

- Customer exceeds its applicable credit limit or fails to pay undisputed amounts, properly due and payable pursuant to the Agreement within thirty (30) days of such amounts becoming due;
- Ooredoo reasonably determines that a customer's creditworthiness has deteriorated and there is a risk of unrecoverable Charges;
- Customer breaches any material provision of this Agreement, in particular, clause 7 (Use of Ooredoo Services and Equipment);
- Ooredoo ceases to provide the Services subject to regulatory requirements;
- any Governmental Authority prohibits the provision of the Services;
- Customer ceases business for a consecutive period of ninety (90) days;
- provision of the Services becomes impractical as a result of a Force Majeure Event;
- bankruptcy, insolvency or receivership of the customer, or forced reorganization or winding up instituted against Customer; or
- an execution or process by any court that has become final, not subject to appeal and enforceable against a major portion of the Customer's assets.

### 9.3 Consequences of Termination

On termination of the Agreement or any part of its Services, the following provisions shall apply:

- The provision of the Services will immediately cease.
- All sums payable to Ooredoo under the Agreement up to the date of termination, including any applicable early termination fees become immediately due and payable.
- In respect of any Services for which the Customer has made payment prior to such Services being provided, Ooredoo shall provide the Customer with a full refund of such payment where no other outstanding balances are due.
- The Customer must, at its own cost and expense, immediately return all of Ooredoo's Equipment in good working condition, fair wear and tear excepted.
- If the Customer fails to return any or all Ooredoo Equipment following termination in accordance with clauses 9.1 or 9.2, the Customer will pay all reasonable costs and expenses that Ooredoo incurs in either retrieving such Equipment or replacing such Equipment, as applicable.



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- Where this Agreement is terminated pursuant to clause 9.1 and/or clauses 9.2(a), 9.2(b), 9.2(e), or 9.2(g) prior to the installation of Equipment which Ooredoo has acquired specifically for the purpose of providing the Services under this Agreement, the Customer shall be charged 100 percent (%100) of the value of such Equipment ordered for the purpose of providing the Services.
- Neither Party will be liable to the other Party (or any other person) for any loss or damage that the other Party (or any other person) suffers as a result of the termination of the Agreement or any part of the Services pursuant to this clause 9. For the avoidance of doubt, nothing in this clause 9.3(g) limits a Party's liability to the other Party (or any other person) for loss or damage for events other than the termination of the Agreement or any part of the Services.

## 10. FORCE MAJEURE

If a Party (Affected Party) is unable to perform an obligation under the Agreement due to a Force Majeure Event, then:

- as soon as reasonably practicable after the Force Majeure Event arises, the Affected Party must notify the other Party of the extent to which the Affected Party is unable to perform its obligations;
- subject to compliance with sub-clause 10(a), the Affected Party's obligations to perform those obligations will be suspended for the duration of the period of disruption arising directly out of the Force Majeure Event; and
- In all cases, the Parties must use their best endeavors to minimize the impact of any Force Majeure Event.

## 11. LIMITATION OF LIABILITIES

### 11.1 Exclusion of liability for consequential loss, etc.

Neither Party is liable to the other Party for, and no measure of damages will under any circumstances include:

- special, indirect, incidental, consequential or punitive damages; or
- economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, whether the relevant claim is made for breach of contract, under any applicable law, under an indemnity or otherwise, and whether or not that Party was aware or should have been aware of the possibility of such loss or damage.

### 11.2 Ooredoo's limitation of liability

Ooredoo shall not be liable to Customer, whether in contract due to breach of applicable law or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of:

- any failure, delay, interruption to or disruption of the Services in the transmission or reception of any data through the Services;
- any defect, deficiency, breakdown or failure of any Ooredoo Software, or the incompatibility or unsuitability of any Ooredoo Software in relation to or in conjunction with any other system or equipment used or operated by the Customer;
- any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by Ooredoo or any other person);

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- any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of the Services;
- any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Customer) transmitted to or stored in any system or equipment (whether or not maintained or operated by Ooredoo, the Customer or any other person);
- a Force Majeure Event; and/or
- any communication, publication, transmission or receipt through the Service of any material which is defamatory, offensive or abusive or of an obscene, nuisance, hoax, threatening or menacing character or of a tortious nature; or
- any use of any Equipment or services provided by Ooredoo as part of the Services in a manner that constitutes a violation of applicable law, threatens the integrity of any computer system or violates generally accepted standards of Internet conduct (i.e. denial of service attacks, web page defacement, port and network scanning, unauthorized system penetration, intentionally transmitting files containing a computer virus, corrupted data or unsolicited commercial e-mail, "spamming", "mail bombing"), or constitutes an infringement of any person's intellectual property rights.
- Subject always to the exemptions and exclusions set out in this clause 11, and to the maximum extent permitted by applicable law, Ooredoo's maximum aggregate liability for all claims under, arising from or in relation to the Agreement or its subject matter (whether, in contract, or due to breach of applicable law), under an indemnity or otherwise) is limited to the total amount of the Charges paid by the Customer in the two billing periods immediately preceding the claim against Ooredoo under the Agreement.
- Ooredoo's limitation of liability as set out in this clause 11 shall not apply and shall be excluded to the extent that any loss, damage or liability incurred or sustained by the Customer was caused by or as a result of the grossly negligent, deliberate, willful or reckless conduct or omission of Ooredoo (or any of its employees, agents, representatives or contractors).

### 11.3 Disclaimer of Liability in relation to Emergency Services

- To the extent applicable, Ooredoo is neither liable nor responsible if any emergency response centre or emergency calling centre fails to answer a call placed using the Service or improperly handles such call.
- Neither Ooredoo nor its officers or employees may be held liable for any claim, damage, loss, fine, penalty, cost, nor did expense (including, without limitation, attorneys' fees) incurred by, or on behalf of, the Customer or any third party user of the Service in relation to calling emergency services.

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### 12. INDEMNITY

12.1 The Customer agrees to indemnify Ooredoo against any loss or damage suffered by Ooredoo relating to:

- the use (or attempted use) of the Services;
- Equipment used in connection with the Services.

12.2 The Customer agrees to indemnify Ooredoo for any costs (including reasonable legal costs) directly relating to the Customer's breach of this Master Services Agreement.

### 13. CONFIDENTIALITY

1. Ooredoo and the Customer shall keep confidential all Confidential Information and not disclose it to anyone (other than their employees, advisors, contractors or agents on a strictly need to know basis) without the consent of the other Party.

2. Confidential Information shall not mean or include information that:

- is or becomes legally and publicly available without breach of the Agreement, by the Receiving Party;
- was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party;
- was rightfully obtained by the Receiving Party from a source other than the Disclosing Party, which was in rightful and lawful possession of the said source, without any obligation of confidentiality;
- was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development is supported and confirmed by documentary evidence; or
- is disclosed pursuant to an order/directive of a court or Government Authority as so required by such order/directive, provided that the Receiving Party shall first notify in writing the Disclosing Party of such order/directive and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure.

### 14. CUSTOMER INFORMATION

#### 14.1 Use of Personal Information and Data

- The personal information requested as part of any Customer request for Service is needed to provide the Service. Ooredoo will store and use such personal information to install, set up and provide the Customer with the Service, bill for use of the Service, respond to queries about the Service and to inform the Customer of changes or additions to the Service or other available service offerings.
- The Customer attests that the information provided to Ooredoo is true, accurate and complete. The Customer agrees to inform us of any changes to this information within fourteen (14) days.
- Ooredoo will protect and respect the Customer's personal information and we will obtain Customer consent for any use of this personal information for purposes that are outside the scope of this Agreement in accordance with the relevant law and applicable regulation.

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- The Customer may request that Ooredoo correct or remove any of the Customer's personal information from Ooredoo's databases. Ooredoo however will not remove any personal information if it continues to need such information for the purposes described above or to comply with any applicable law.

### 14.2 Monitoring and Recording Calls

- Ooredoo may monitor and record calls to any Ooredoo call centre relating to customer service and telemarketing. The recording of such calls will be disclosed. Ooredoo does this recording for training purposes and to improve the quality of our customer service. Ooredoo also records all calls to emergency services for safety and security purposes.

### 14.3 Directory and Caller Identification

- Unless otherwise agreed, the Customer's telephone number will be included in Ooredoo's directory, and the Ooredoo network will display the Customer's number on the device of the receiving party.

## 15. MISCELLANEOUS

### 15.1 Independent Contractors

The Agreement is a contract for the provision of Services and, if applicable, other products. Neither Party shall be considered to be the agent/distributor/licensee/franchisee of the other Party for any purpose whatsoever, and neither Party shall have any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other Party. Nothing in the Agreement shall be construed to establish a partnership or joint venture relationship between Ooredoo and the Customer.

### 15.2 Waiver

No waiver of a right or remedy under the Agreement is effective unless it is in writing and signed by the Party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

A single or partial exercise of a right or remedy under the Agreement does not prevent a further exercise of that right or of any other right or remedy.

Failure to exercise or delay in exercising a right or remedy under the Agreement does not operate as a waiver or prevent further exercise of that right or remedy or of any other right or remedy.

### 15.3 Statutory/Regulatory Clearance

The Customer undertakes the responsibility of getting necessary permissions, clearances and approvals of any Governmental Authority, to install its system and connectivity at the respective locations selected by the Customer at its own cost and expenses. The Customer agrees to indemnify Ooredoo for any damages or other adverse consequences that result from any breach of this condition.

### 15.4 Severability

In the event of any provisions of the Agreement becoming invalid, illegal or unenforceable due to the operation or introduction or modification or amendment of any existing or future law, such provision deemed invalid, illegal, or unenforceable shall be deemed to be severed from the other provisions of the Agreement, and such invalidity, illegality or unenforceability shall not affect the remaining provisions of the Agreement, and these remaining provisions shall be valid and subsisting.

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## 15.5 Declarations and Warranties

Customer represents and warrants that it is entitled to execute and implement the Agreement in accordance with its terms and that all necessary permissions, clearances and approvals of any Governmental Authority have been obtained prior to the Customer's acceptance of the Agreement.

## 15.6 Assignment, novation and other dealings

The Customer shall not assign or novate the Agreement or otherwise deal with the benefit(s) of the Agreement or a right under it without the prior written consent of Ooredoo.

## 15.7 Governing law and Jurisdiction

The Agreement is governed by the laws of the State of Qatar and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Qatar.

## 15.8 Cumulative rights

Except as expressly provided for in the Agreement, the rights of a Party under the Agreement are in addition to and do not exclude or limit any other rights or remedies provided by applicable law.

## 15.9 Survival

Clauses 4 (Charges and Payment), 9.3 (Consequences of Termination), 11 (Limitation of Liabilities), 12 (Indemnity), 13 (Confidentiality), 15.7 (Governing law and Jurisdiction) and 15.9 (Survival) shall survive termination of the Agreement, together with any other provisions which are necessary to give force and effect to the clauses referred to in this clause 15.9.

## 15.10 Third party rights

The Parties acknowledge and agree that only the Parties to this Agreement have rights and benefits under it.