



**Services Agreement**  
**General Conditions for**  
Ooredoo Cloud Services

Version: 05/2025

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## 1 GENERAL

- 1.1 This Services Agreement and the Order Form/Quotation (together, the “Agreement”) constitute the terms of agreement between Ooredoo and the Customer for Services provided to the Customer hereunder.
- 1.2 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.
- 1.3 In the event of any conflict among the terms of the Agreement, the following order of precedence shall be observed:
- the Order Form/Proposal;
  - the Services Agreement;

## 2 COMMENCEMENT OF SERVICE

Ooredoo shall use commercially reasonable efforts to commence providing the Services to the Customer in accordance with the Agreement on the tentative date of service as set out in the Order Form

## 3 DEFINITIONS

- 3.1 In this Agreement

<b>Agreement Term</b>	as defined in the Order Form
<b>Applications</b>	means the software or applications used by or on behalf of Ooredoo to provide the Subscribed Services
<b>Authorized Users</b>	means, in respect of the relevant Subscribed Service, the named users authorized by the Customer to use that Subscribed Service in accordance with the terms of this Agreement
<b>Business Day</b>	means a day other than a Friday, Saturday, or bank or public holiday in Qatar
<b>Customer</b>	means the Party to this Agreement, as identified in the relevant Order Form.
<b>Intellectual Property Rights</b>	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- whether registered or not;
- including any applications to protect or register such rights;
- including all renewals and extensions of such rights or applications;
- whether vested, contingent, or future; and
- wherever existing

**Customer Data** means all data (in any form) that is provided to Ooredoo or uploaded or hosted on any part of any Subscribed Service by the Customer or by any Authorized User (but excluding Feedback as defined in sub-clause 17.16.5 17.16.4

**Documentation** means,

- the description of the relevant Subscribed Service (as Updated from time to time), which as at Order Acceptance is the latest version available at <https://www.ooredoo.qa/web/en/business/cloud-services/> (the Description);
- in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by Ooredoo at <https://www.ooredoo.qa/web/en/business/cloud-services/> (as Updated from time to time) (the User Manual)

**Enterprise Cloud** means on-demand access provided under this Agreement to a wide range of IT resources such as virtual machines, storage, databases, networking, and applications which are hosted and managed by the cloud provider. These resources are made available to multiple customers through a shared, multi-tenant infrastructure, as described more fully in the Documentation.

**Force Majeure** means any cause outside a Party's reasonable control, including without limitation 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, or weather of exceptional severity or epidemic or pandemic

**Materials** means all Services, data, information, content, Intellectual Property Rights, websites, software and other materials

provided by or on behalf of Ooredoo in connection with the Services, but excluding all Customer Data

**Non-Supplier Materials**

means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or license between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in the Agreement

**Ooredoo**

means Ooredoo Q.P.S.C.

**Ooredoo Cloud:**

means on-demand access provided under this Agreement to a wide range of IT resources such as virtual machines, storage, databases, networking, and applications which are hosted and managed by the cloud provider. These resources are made available to multiple customers through a shared, multi-tenant infrastructure, as described more fully in the Documentation.

**Order Form/Proposal**

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

**Permitted Downtime**

means:

- scheduled maintenance which Ooredoo shall use reasonable endeavors to undertake from 2am to 6am (Doha time);
- emergency maintenance; or
- downtime caused in whole or part by Force Majeure

**Permitted Purpose**

means use solely for the Customer's internal business operations in accordance with the applicable Documentation and our Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:

- copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or Documentation;

- permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing);
  - combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
  - attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),
- except as expressly permitted under our Agreement

**Service** refers to the means the Subscribed Services and the Support Services

**Service Hours** means 24 hours a day, seven days a week excluding Permitted Downtime

**Service Levels** refers to the various performance metrics if set forth in Annex 2

**Subscribed Services** means each Service to which the Customer has subscribed as set out in this Agreement (and Subscribed Service shall refer to each respective service separately)

**Support Services** means, in respect of the relevant Subscribed Service, the support services provided by Ooredoo to the Customer as described in Annex 2

**Service Activation Software** Notice of activation when Ooredoo provision subscription.

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.

**VM**

**Territory** means virtual machine

refers to State of Qatar

#### **4 THE SERVICE DESCRIPTION**

Services as particularly described under Annex-1 of this Agreement (the "Service").

#### **5 PROVISION AND USE OF THE SERVICE**

5.1 Upon signing of this Agreement and subject to the terms of the Agreement, Ooredoo grants the Customer a non-exclusive, non-transferable, personal right to:

5.1.1 use each Subscribed Service during Service Hours; and

5.1.2 copy and use the Documentation as strictly necessary for its use by Authorized Users of the Subscribed Services, within the Territory during the Subscribed Service Period for the Permitted Purpose.

5.2 The Customer acknowledges that access to the Subscribed Services may take up to two Business Days from Order Acceptance to initially set up and that use of the Subscribed Services is at all times subject to the Customer's compliance with the Agreement and the requirements identified in the Agreement (including all minimum system requirements).

5.3 The Customer acknowledges that the Services do not include:

5.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

5.3.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or

5.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in the Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

#### **6 SERVICE REQUEST**

In accordance with Customer's requirements limited to the Service Description defined under Annex-1, Ooredoo shall issue an Order Form. The Parties agreed that Services under such Order Form shall be governed by the terms and conditions of this Agreement.

#### **7 SERVICE ACTIVATION AND BILLING**

Service Activation takes place when Ooredoo issues the Customer's web control panel credentials (Login and Password). Ooredoo will start invoicing the Customer for the Services on and from the Service Activation. The Customer will be notified of Service Activation in writing that the Service is active.

## **8 SERVICE UPGRADE AND DOWNGRADE**

The Customer may upgrade the Services to the next package (upper value) once a month. The increase in charges for an upgraded Service will be reflected in the Customer's next monthly invoice.

The Customer may not downgrade the Services during the Agreement Term. In case the Customer still requires downgrading to a lower package, this request will be treated by Ooredoo as a cancellation and the provisions of clause 19 shall apply. The Customer must request a new subscription for the downgraded Services.

Any upgrade or downgrade shall be processed through a change management process and an amendment to the Agreement to be signed between the Parties.

## **9 TERMS OF USE**

The Customer acknowledges that the Service, software or/and license provided under this Agreement (the "Software") shall be subject to the terms of the licensor's end-user license agreement (together with any other such license agreement, a "EULA"). The Customer agrees that the terms of any EULA will be binding upon the Customer and will set forth the Customer's sole rights and remedies in relation to the relevant Software

## **10 AUTHORIZED USERS**

**10.1** The Customer shall ensure that only Authorized Users use the Subscribed Services and that such use is at all times in accordance with the Agreement. The Customer shall ensure that Authorized Users are, at all times while they have access to the Subscribed Services, the employees or contractors of the Customer.

**10.2** The Customer shall keep a list of all Authorized Users and shall notify Ooredoo within two (2) Business Days if any updates to any list of Authorized Users are made or required, including when Authorized Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorized Users. Where termination of such relationship is known in advance, Ooredoo shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorized User.

**10.3** The Customer shall ensure that the number of Authorized Users for each Subscribed Service do not exceed the number of Purchased Authorized Users Accounts for the relevant Subscribed Service at any time. The Customer is entitled to remove one individual as an Authorized User and replace them with

another individual in accordance with the terms of the Agreement, but Authorized User accounts cannot be shared or used by more than one individual at the same time.

**10.4** Without prejudice to any other right or remedy of Ooredoo, in the event the Customer is in breach of sub-clause 10.3 then:

10.4.1 the warranties in sub-clause 17.14.114.1 shall cease to apply to the relevant Subscribed Service for the duration of the period during which the Customer is in breach of sub-clause 10.3; and

10.4.2 the Customer shall be liable to pay for the number of Authorized Users above the number of Purchased Authorized Users Accounts for that Subscribed Service for the relevant period during which infringement occurred in accordance with Ooredoo's Standard Pricing Terms.

**10.5** The Customer warrants and represents that it, and all Authorized Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer's organization as necessary for use of the Service) their password or access details for any Subscribed Service.

**10.6** The Customer shall (and shall ensure all Authorized Users shall) at all times comply with the Acceptable Use Policy and all other provisions of the Agreement.

**10.7** If any password has been provided to an individual that is not an Authorized User, the Customer shall, without delay, disable any such passwords and notify Ooredoo immediately.

**10.8** The Customer shall comply (and shall ensure all Authorized Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export license or other approval is required under applicable law, without first obtaining such license or other approval. The Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.

**10.9** Sub-clauses 10.1 to 10.9 (inclusive) shall survive termination or expiry of this Agreement.

## **11 SUPPORT**

- 11.1** Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Subscribed Service Period, to the extent and in the manner specified in the relevant Subscription Service Specific Terms
- 11.2** Ooredoo shall use reasonable endeavors to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

## **12 CHANGES TO SERVICES AND TERMS**

- 12.1** Ooredoo may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in any part of the Agreement from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Ooredoo elects (Update Notification).
- 12.2** The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from 30 Business Days after Update Notification of such revised document(s) (the Update) (or at such later date as Ooredoo may specify).
- 12.3** The Customer acknowledges that Ooredoo shall be entitled to modify the features and functionality of the Services. Ooredoo may, without limitation to the generality of this sub-clause 12.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

## **13 PRICE & TERMS OF PAYMENT**

- 13.1** The Agreement Price is set forth in Annex 2.
- 13.2** Ooredoo shall invoice the Agreement Price as per the Payment Milestones defined under this clause.
- 13.2.1 Minimum Commitment Period for the services under this Agreement shall be in accordance with Annex-2, from the Effective Date. For avoidance of doubt, "Minimum Commitment Period" is defined as the continuous period of service stated under Annex-2 after the service activation date.
- 13.2.2 Agreement Prices are set for the duration of the Agreement Term, any renewal of the Agreement Term is subject to revisions of the rates / Agreement Price.

13.2. 3 The Customer shall be invoiced for:

All One-Time charges for infrastructure installation and service activation, **if any**.

Monthly Recurring Charges including the month of activation in arrears (pro-rated where applicable) shall be billed at the end of month

Charges are due from the earlier of

- (a) the date of the Notice of Activation or
- (b) when the Customer starts using the service or
- (c) two (2) months from the Agreement Effective Date

Payment is due within thirty (30) days of the invoice date unless specified otherwise in the invoice without deduction, set-off, deferment, or counterclaim.

Payments are to be made in Qatari Riyals by bank transfer or any other payment methods mentioned in the invoice.

13.2. 4 Terminating the services prior to the expiry of the Minimum Commitment Period, Customer will be liable to pay a cancellation fee equivalent to the monthly fees for the remainder term of the Minimum Commitment Period.

13.2. 5 In case, VAT or any new tax introduced by the State of Qatar after the Effective Date and such VAT is legally required to be added to the Agreement Price, there shall be change in the Agreement Price due to any increase or variation in such VAT, taxes, and duties that may become due in relation to the services under this Agreement.

13.2. 6 All services will be auto renewed with same term as signed before at the end of Agreement Term unless customers request for deactivation of services with a prior thirty (30) days written notice from the date of service expiry.

13.2. 7 Ooredoo may request the Customer's credit report from the relevant credit reporting agency or agencies from time to time, and the Customer hereby consents to such requests. Ooredoo also may share information concerning the Customer's payment history with credit reporting agencies.

## 14 WARRANTIES

14.1 Subject to the remainder of this clause 14, Ooredoo warrants that:

14.1.1 each Subscribed Service shall operate materially in accordance with its Description when used in accordance with the Agreement under normal use and normal circumstances during the relevant Subscribed Service Period; and

14.1.2 it shall provide each of the Services with reasonable care and skill.

**14.2** The Customer acknowledges that sub-clause 14.1 does not apply to Free or Trial Services or to Support Services provided in connection with the same. Without prejudice to Ooredoo's obligations under the Agreement in respect of Protected Data, Free or Trial Services and Support Services provided in connection with the same are provided 'as is' and without warranty to the maximum extent permitted by law.

**14.3** The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Ooredoo shall have no liability for any such delays, interruptions, errors or other problems.

**14.4** If there is a breach of any warranty in sub-clause 14.1 Ooredoo shall at its option: use reasonable endeavors to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which Ooredoo was in breach of any such warranty To the maximum extent permitted by law, this sub-clause 14.4 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in sub-clause 14.1.

**14.5** The warranties in sub-clause 14.1 are subject to the limitations set out in the Agreement and shall not apply to the extent that any error in the Services arises as a result of:

14.5.1 incorrect operation or use of the Services by the Customer or any Authorized User (including any failure to follow the Documentation or failure to meet minimum specifications);

14.5.2 use of any of the Services other than for the purposes for which it is intended;

14.5.3 use of any Services with other software or services or on equipment with which it is incompatible (unless Ooredoo recommended or required the use of that other software or service or equipment.

14.5.4 any act by any third party (including hacking or the introduction of any virus or malicious code);

14.5.5 any modification of Services (other than that undertaken by Ooredoo or at its direction); or

14.5.6 any breach of the Agreement by the Customer (or by any Authorized User).

**14.6** Ooredoo may make Non-Supplier Materials available for the Customer's use in connection with the Services. The Customer agrees that:

14.6.1 Ooredoo has no responsibility for the use or consequences of use of any Non-Supplier Materials;

14.6.2 the Customer's use of any Non-Supplier Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials;

14.6.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third-party terms which may govern the use of such Non-Supplier Materials; and

14.6.4 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of Ooredoo and Ooredoo has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials;

**14.7** The Customer acknowledges that no liability or obligation is accepted by Ooredoo (howsoever arising whether under contract, tort, in negligence or otherwise):

14.7.1 that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to Ooredoo;

14.7.2 that the operation of the Subscribed Services shall not be subject to minor errors or defects; or

14.7.3 that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the Service Description.

**14.8** Other than as set out in this clause 14, and subject to the Agreement, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

## **15 INTELLECTUAL PROPERTY**

- 15.1** All Intellectual Property Rights in and to the Services (including in all Applications, Documentation and all Supplier Provided Materials) belong to and shall remain vested in Ooredoo or the relevant third-party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, Supplier Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Ooredoo or such third party as Ooredoo may elect. The Customer shall execute all such documents and do such things as Ooredoo may consider necessary to give effect to this sub-clause 15.1.
- 15.2** Ooredoo has no obligation to deliver any copies of any software to the Customer in connection with the Agreement or the Services.
- 15.3** The Customer and Authorized Users may be able to store or transmit Customer Data using one or more Subscribed Service and the Subscribed Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive license for Ooredoo (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilize the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform Ooredoo's rights, remedies and obligations under the Agreement.
- 15.4** To the extent Non-Supplier Materials are made available to, or used by or on behalf of the Customer, any Authorized Affiliate or any Authorized User in connection with the use or provision of any Subscribed Service, such use of Non-Supplier Materials (including all license terms) shall be exclusively governed by the applicable third-party terms notified or made available by Ooredoo or the third party and not by the Agreement. Ooredoo grants no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.
- 15.5** Ooredoo may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorized User without charge or limitation (Feedback). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Ooredoo at the time such Feedback is first provided to Ooredoo.
- 15.6** The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Ooredoo under the Agreement.

**15.7** Except for the rights expressly granted in the Agreement, the Customer, any Authorized User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.

**15.8** This clause 15 shall survive the termination or expiry of the Agreement.

## **16 CUSTOMER SYSTEMS AND CUSTOMER DATA**

**16.1** Customer Data shall at all times remain the property of the Customer or its licensors.

**16.2** Except to the extent Ooredoo has direct obligations under data protection laws, the Customer acknowledges that Ooredoo has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.

**16.3** If Ooredoo becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of the Agreement, Ooredoo shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful Ooredoo shall notify the Customer before taking such action.

**16.4** Except as otherwise expressly agreed in the Agreement, Ooredoo shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's business. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its and its Authorized Users' needs) and extracts it from each Subscribed Service prior to the termination or expiry of the Agreement or the cessation or suspension of any of the Services.

**16.5** Ooredoo routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make Ooredoo responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by

applicable law, Ooredoo shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.

- 16.6** Unless otherwise set out in this Agreement, or subsequently agreed by the parties in writing, the Customer hereby instructs that Ooredoo shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of the United Kingdom (or a part of the United Kingdom) requires Ooredoo to store such Customer Data. Ooredoo shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with the Agreement.

## **17 MONITORING COMPLIANCE**

- 17.1** During the Service Period and for seven years thereafter the Customer shall maintain full and accurate records relating to Authorized Users' and the Customer's use of the Services under the Agreement.

- 17.2** The Customer shall allow and procure for Ooredoo (and any representatives of Ooredoo) access to its premises to:

17.2.1 inspect use of the Services; and

17.2.2 audit (and take copies of) the relevant records of the Customer to the extent necessary to verify that the Customer is in compliance with its obligations under the Agreement.

- 17.3** At Ooredoo's request from time to time the Customer shall promptly (and in any event within two Business Days of such request) provide Ooredoo with copies of the records referred to in sub-clause 17.1.

- 17.4** Ooredoo may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of Ooredoo's services.

- 17.5** This clause 17 shall survive termination or expiry of the Agreement for a period of twelve (12) months.

## **18 LIABILITY AND INDEMNITY**

- 18.1** Notwithstanding any other provision in this Agreement, the total liability of Ooredoo for any claim, loss or damage, whether in contract, tort (including gross negligence), or otherwise, shall not exceed the amount paid to Ooredoo by Customer under this Agreement in the six months preceding the event giving rise to such liability.

- 18.2** Notwithstanding any other provision in this Agreement, Ooredoo shall not be liable to Customer for any loss of profit or revenues, loss of opportunity, loss of goodwill or reputation, loss of data or information, loss of interest, downtime loss, cost of interrupted operation, anticipated saving, special damages be it foreseeable or otherwise, and/or any indirect consequential losses whatsoever.
- 18.3** Customer agrees to indemnify Ooredoo against any loss or damage suffered by Ooredoo relating to:
- 18.3.1 the use (or attempted use) of the Services; and
  - 18.3.2 equipment (if applicable) used in connection with the Services.
- 18.4** Customer agrees to indemnify Ooredoo for any costs (including reasonable legal costs) directly relating to Customer's breach of this Agreement.

## **19** **TERMINATION**

- 19.1** If Customer becomes insolvent or bankrupt or has a receiving order or administration order made against it or compounds with its creditors, or being a corporation commences to be wound up (not being a member's voluntary winding up for the purposes of reconstruction or amalgamation), or carries on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, then Ooredoo shall have the right forthwith by notice in writing to Customer or to the administrator, administrative receiver or to the liquidator or to any person in whom the Agreement shall have become vested terminate the Agreement.
- 19.2** Subject to sub-clause 19.3, Ooredoo may terminate this Agreement forthwith by written notice to Customer effective from the date of service of such notice if Customer materially breaches any provision of the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof.
- 19.3** Notwithstanding sub-clause 19.2, if Customer fails to pay an Invoice by the due date and then fails to cure such default within fifteen (15) days' notice thereof, Ooredoo may suspend or terminate the Services and/or this Agreement.
- 19.4** On termination for any reason, the Customer shall pay to Ooredoo the proportion of the Agreement Price payable in respect of the materials supplied and/or services performed by Ooredoo up to the date of termination together with the costs of the commitments already entered into by Ooredoo at the date of termination of the Agreement less the amount of any payments already made to Ooredoo up to the date of termination.
- 19.5** Ooredoo reserves the right to terminate this Agreement at its convenience upon reasonable notice to Customer.

**19.6** Ooredoo may decide to suspend immediately provision of all or part of the Services until further notice on notifying Customer either orally (confirming such notification in writing) or in writing:

19.6.1 if Ooredoo is entitled to terminate this Agreement;

19.6.2 in the event the Services are used in a manner that violates any Regulation, or otherwise exposes Ooredoo to legal liability (including without limitation any activity by Customer of any claimed infringement of the intellectual property or other rights of a third party), whether this use is by Customer or any other entity or person using the Services and whether or not this use is authorized or consented to by Customer (each such circumstance, "Service Misuse"); or

19.6.3 if Ooredoo is obliged to comply with an order, instruction or request of a government, an emergency services organization, or Competent Authority.

**19.7** Any exercise by Ooredoo of its right of suspension in respect of an event referred to in this section shall not exclude Ooredoo's right subsequently to terminate this Agreement or any other rights or remedies to which Ooredoo may be entitled.

**19.8** Where the suspension is implemented as a consequence of the breach, fault or omission of Customer or any of its Users, Customer shall reimburse Ooredoo for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Services.

**19.9** The Customer acknowledges and agrees that Ooredoo may exercise its right of termination hereunder without obtaining a court order for termination as set forth in the Civil Code of the State of Qatar, including without limitation Article 184(1).

The clauses below shall survive termination of this Agreement from any cause:

19.9.1 Intellectual Property (Clause 15)

19.9.2 Confidentiality (Clause 20)

19.9.3 Data Protection (Clause 21)

19.9.4 Governing Law and Dispute Resolution (Clause 25)

## **20 CONFIDENTIALITY**

**20.1** Customer shall treat the Agreement and any information it may have obtained or received in relation thereto or arising out of or in connection with the

performance of the Agreement or its negotiation or relating to the business or affairs of Ooredoo as private and confidential and Customer shall not publish or disclose the same or any particulars thereof without the prior written consent of Ooredoo except to governmental authorities or as may be permitted under the later provision of this Clause.

**20.2** The obligations expressed in sub-Clause 20.1 above shall not apply to any information which:

20.2.1 is or subsequently comes into the public domain otherwise than by breach of this Clause.

20.2.2 is already in the possession of Customer without an accompanying obligation of confidentiality

20.2.3 is obtained from a third party who is free to divulge the same

20.2.4 is independently and lawfully developed by Customer or its subcontractor outside the scope of the Agreement.

**20.3** So far as it may be necessary for the performance of the Agreement or for the maintenance of the subject matter of the Agreement, Customer may divulge any information to be kept confidential under sub-clause 20.1 of this Clause to its employees, agents and approved subcontractors, if any, on a "need to know" basis but undertake that it will ensure compliance by such employees, agents, and subcontractors with the obligations as to confidentiality expressed in this Clause and will be responsible to Ooredoo for any failure by any employee, agent or subcontractor to comply with such obligations whether such employee, agent or subcontractor was aware of them or not.

**20.4** The provisions of this Clause shall continue for three (3) years after the expiration or termination of this Agreement.

## **21 DATA PROTECTION**

**21.1** "Personal Data" means information defined as such in Qatar's Law No. 13 of 2016 Concerning Privacy and Protection of Personal Data or information treated as personal data under any other law or regulation applicable to the information. "Applicable Data Protection Law" means Qatar's Law No. 13 of 2016 Concerning Privacy and Protection of Personal Data or other applicable law or regulation as they may be amended from time to time.

**21.2** The Parties acknowledge that in providing Service, Ooredoo may process Personal Data, including, without limit, transferring it outside the State of Qatar and/or disclosing it to third parties. Ooredoo will have in place adequate technical and organizational security measures so that the confidentiality of this processing complies with Applicable Data Protection Law, and Customer shall:

21.2.1 comply with, and its acts or omissions will not cause Ooredoo to be in breach of, any Applicable Data Protection Law;

21.2.2 obtain adequate consents from its customers and employees, including for transfers of Personal Data; and

21.2.3 be responsible for the instructions it may give to Ooredoo regarding the processing of Personal Data. Ooredoo will act on those instructions as reasonably necessary for the provision of Service.

## **22 FORCE MAJEURE**

**22.1** If a Party (“Affected Party”) is unable to perform an obligation (other than payment obligations) under the Agreement due to Force Majeure, then: (a) 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; and (b) subject to compliance with proviso (a) of this paragraph, 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.

**22.2** If performance of the obligations of Ooredoo under the Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of 30 days, then Ooredoo at its option may terminate the Agreement without further liability.

## **23 AMENDMENTS**

This Agreement may be amended only in writing and only if such amendment is signed by authorized signatories on behalf of both parties.

## **24 SERVICE OF NOTICES**

**24.1** Notices given under this Agreement must be in writing and may be delivered by hand or sent by hand or recognized courier to the addressee at the following addresses:

24.1.1 To Ooredoo: the address of the Ooredoo office shown on the Agreement or any alternative address which Ooredoo may notify to the Customer;

24.1.2 To the Customer: the address to which the Customer asks Ooredoo to send invoices, the address of the Customer’s premises, or, if the Customer is a limited company, its registered office. Notices will be deemed given upon receipt.

## **25 GOVERNING LAW AND DISPUTE RESOLUTION**

**25.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar and shall be deemed to be executed in Doha, Qatar.

**25.2** Any dispute, controversy or claim arising out of or in connection with the Agreement shall be resolved solely by the courts of Qatar, and the Parties irrevocably consent to the exclusive jurisdiction thereof.

## **26 ENTIRE AGREEMENT**

**26.1** The Agreement supersedes all prior agreements, arrangements and undertakings between the parties and contains the entire agreement between the parties relating to the subject matter hereof.

**26.2** No variation to the Agreement shall have effect unless agreed between authorized representatives of Ooredoo and the Customer in writing. In particular the Conditions shall not be replaced by any contract terms proposed by the Customer.

## Annex-1

### a) Infrastructure as a Service

The Service may include infrastructure as a service, network security and storage as a service and allows Customer to access and utilize the virtual resources (including virtual processors, storage, memory, platform, operating systems, virtual networks, security policies). Once Customer is provisioned in the public cloud platform, a login and password will be shared to access a web-based control panel where Customer shall set up its virtual resources and policies.

Ooredoo Cloud is designed to provide a complete hybrid cloud deployment. Our Cloud platform is based on Enterprise Cloud which brings the agility and innovation of cloud computing and enabling a true hybrid IT cloud model by allowing customers to deploy functionality in a private environment hosted with Ooredoo in Qatar. Customer can retain control on their infrastructure without compromising the privacy and security. Moreover, Qatar data centre shall deliver on-demand compute, storage and network as per Customer requirements with pre-commitment as per the types of different plans, offers and quotas that shall suite the requirements of small, medium to large enterprise Business.

Our professional and certified team shall be responsible of managing, securing, monitoring, and maintaining the hosted infrastructure with VM Up time Availability 99.9

Ooredoo Cloud will be responsible for providing self-provisioning platform and management through Enterprise Cloud interface depending on the solution requested, which includes virtual network and required security group.

### b) Public IP's

Each subscription would be allocated with one Public IP.

### c) Backup

The objective of this service is to provide the Customer with a data backup & restore service through high-speed high-capacity disk-based backup solution.

The backup agent shall be installed on the Customer's hosted servers, when applicable.

Daily incremental backup of VM will be taken. The default retention for the backup is 14 days:

- for daily between 00:00 and 08:00 GMT+3 (Doha local time)
- for weekly and monthly between 00:00 and 20:00 GMT+3 (Doha local time)

### Data restore

Monthly operations report shall contain daily backup completion status and a summary of trouble tickets related to backup services.

#### **d) Disaster Recovery**

We have 02 locations MTB IT-DC (primary Ooredoo cloud site) & REC IT-DC (DR Site (Ooredoo disaster recovery site)) for Ooredoo Cloud connectivity between site is 1Gig link for replication & other services.

#### **e) Accounts, Passwords and Security**

Customer must be a registered user to access the Service. Customer is responsible for keeping their password secure. Customer will be solely responsible and liable for any activity that occurs under their user name. In the event of the Control Panel password loss, Ooredoo Support Team can be contacted to reinitialize the Control Panel credentials.

#### **f) Service Prerequisites**

The Customer must present a valid certificate of registration from the Ministry of Commerce (or other relevant Ministry or government department) along with a complete set of documentation enabling the Customer's representative to sign on its behalf. Government units will be required to provide a letter-headed stamped request confirming the Customer's representative's authority to sign on its behalf.

In order to use the Service, it is the Customer's responsibility to enable the connectivity services from its end points to Ooredoo Cloud Stack. Internet connectivity and internet security from Customer's end point to Ooredoo Stack are entirely the Customer's responsibility.

The provision of the Service under the Agreement is conditional upon the Customer's creditworthiness as determined by Ooredoo. The Customer authorizes Ooredoo to investigate creditworthiness and to share information about this worthiness with applicable government authorities where requested. Based on a Customer's creditworthiness, Ooredoo may set a credit limit for the Customer at any time. If the Customer exceeds this credit limit, Ooredoo may restrict the Customer's access to the Service (s).

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.

#### **g) Service Components**

Once the Customer profile is provisioned in the Service platform, Ooredoo will share the link of the web-based control panel from which the Customer will access using their credentials shared by Ooredoo by email (including the login and the password). It is the Customer's responsibility to change their password once they are logged in, and Ooredoo shall not be liable for any failure by the Customer to do so

#### **h) Data Retention: -**

Daily, weekly and monthly backup retention period shall be agreed on with the Customer prior to the Order Form/Proposal signature. The default retention for the backup is 14 days for daily backup.

Linux and windows file level Backup– Daily incremental and monthly once full backup included

VM level Backup – Initially full VM backup and then daily incremental backup is included.

DB backup – DB level backup would be performed based customer requirements.

#### **i) Applicable Service Levels**

<b>Service</b>	<b>Coverage</b>	<b>Target</b>	<b>Committed</b>	<b>Max downtime (Hours/Year)</b>
Virtual Machine Availability	24/7	100%	99.9%	8
Call Desk Availability	24/7	100%	99.9%	8

#### **j) Disruption of the Service and Planned Emergency Downtime**

Ooredoo may occasionally need to interrupt the Service for scheduled required maintenance, test procedures or other technical work in the Cloud Platform, including network upgrades. It is not expected that planned maintenance downtimes will exceed twenty-four (24) hours per year and this downtime is excluded from any calculation of availability.

The Customer will be notified at least three working days in advance about maintenance work taking place.

Ooredoo shall not be liable to the Customer for any adverse consequences of such service interruption. However where, in Ooredoo's reasonable opinion, an emergency situation exists, Ooredoo also reserves the right to carry out emergency maintenance and this downtime is excluded from any calculation of availability, in which case the above notification requirement shall not apply. Ooredoo will seek to minimize any disruption to Customer solutions to the extent practical to do so

#### **k) Technical Support**

Ooredoo delivers 24/7 technical support to the Customer. The Customer shall contact the technical support team via telephone or email mentioned below:

- Telephone: +974 4440 4750
- Email: qdcnoc@ooredoo.qa

All Customers' calls and alarms will be assigned a severity code by the Network Operations Centre (NOC) at the time the ticket is opened. The following tables defines all the severity codes and the response time:

<b>Category</b>	<b>Ooredoo Standard</b>
Severity 1 - Critical	System failure or exception which prevents services being available
Severity 2 – Critical	System failure or exception which seriously impairs service performance
Severity 3 – Non-Critical	Systems issues where the continued presence results in customer dissatisfaction. Normally requires assessment and possible maintenance but does not need urgent attention
Severity 4 – Minor Support Request	Any service request or variation from the contracted service

<b>Support Response</b>	<b>SLA and Availability</b>
Severity 1 - Critical	30 mins – 24/7/365
Severity 2 – Critical	60 mins – 24/7/365
Severity 3 – Non-Critical	1 Business Day - 24/7/365
Severity 4 – Minor Support Request	2 Business Days - 24/7/365

### **Support request**

- Telephone: +974 4440 4750
- Email: qdcnoc@ooredoo.qa

