

STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

- (a) The Parties agree that Service(s) provided by Integrated Telecom Company Ltd. ("ITC") to the Customer shall be governed by:
- (i) CITC Terms of Service of Data and Internet Service Providers (www.citc.gov.sa) ("CITC Terms of Service")
 - (ii) This Agreement
 - (iii) Specific Terms relevant to that Service and;
 - (iv) The relevant Order Form
- (b) The Dictionary in clause 13 defines terms used in this Agreement.
- (c) A reference to a Party shall include that Party's successors and permitted assigns.

2. SERVICES

- (a) ITC shall provide each Service to the Customer in accordance with this Agreement.
- (b) Where Service Levels apply to a Service, ITC shall use its reasonable endeavors to provide that Service in accordance with those Service Levels. If ITC fails to meet those Service Levels at any time and a remedy is provided as set out in the Service Levels in respect of that failure in the Service Levels, that remedy shall be the Customer's sole and exclusive remedy in respect of that failure.
- (c) In managing its Network, and subject to clause 2(h) below, ITC will determine the most appropriate means of providing a Service including, without limitation, the method, technology and route of delivery and may vary the method, technology and route of delivery at any time.
- (d) In respect of the provision of the Services in any particular geographic area ("Territory") in which ITC is not itself permitted by the Applicable Laws to provide the Services, the Customer hereby agrees that ITC shall arrange for the provision of these Services, either on its own or as the Customer's agent, from an Affiliate or Operator nominated by ITC that is authorized to provide such Services in that Territory. ITC shall have no liability to Customer for delays in accepting an Order Form or provisioning a Service resulting from Customer's delay in consenting to any such Operator terms and conditions.
- (e) To ensure the security of its Network and/or in compliance with Applicable Law, the Customer acknowledges that ITC may monitor Customer's use of a Service or intercept a Service, to the extent permitted by Law for the purposes permitted.
- (f) The Customer acknowledges that the Services may not be fault free. If any faults arise in the operation of a Service, the Customer shall immediately notify ITC. In the event of a fault, ITC shall use its reasonable endeavors to remedy the fault as soon as practicable.
- (g) The Customer acknowledges that, with respect to accepted Order Form(s), ITC may vary or modify the Service description for any Service at any time, provided that such variation or modification does not result in an adverse impact on the features, price, or functionality of the Service as agreed by the Parties at the time of Order acceptance.
- (h) The procedure for acceptance of the Services will be as set out in this clause 2(h), unless otherwise provided for in the relevant Specific Terms. All Services shall be subject to acceptance by Customer within seven (7) days of the date of ITC's written notice of Service Commencement. Within said seven (7) days period, Customer shall provide ITC with a written notice of any deficiencies in the Service, as measured against functional specifications provided by ITC to Customer with respect to such Service. In the absence of such written notice, the Service shall be deemed accepted and the Service Commencement Date shall be the date of ITC's notice. ITC shall be entitled to commence billing for the Service as of the Service Commencement Date.
- (j) Where available, Customer may submit an electronic order for Services. Customer acknowledges and agrees that upon acceptance by ITC of an electronic order submitted by Customer, such an order shall constitute a legally binding commitment, whether or not actually signed by either Party.

3. TERM and TERMINATION

- (a) This Agreement shall come into force on the Effective Date and shall continue until the expiry or termination of the last Service entered into by the Parties unless terminated in accordance with the provisions of this Agreement and CITC Terms of Service.
- (b) Unless otherwise specified in the Specific Terms or the relevant Order Form, the Minimum Commitment Period for each Service shall be twelve (12) months. Unless a written notice of termination is provided by the Customer thirty (30) days' prior to the end of the Minimum Commitment Period, the relevant Service term shall automatically renew for similar terms as the Minimum Commitment Period.

4. CHARGES

4.1 Calculation

- (a) Unless otherwise provided under the Specific Terms the Customer shall pay ITC the Charges for each Service:

- (ii) From the Service Commencement Date; and
 - (iii) In accordance with this clause 4.
- (b) The Charges;
- (i) Shall be billed monthly in advance and variable (usage-based) Charges shall be billed monthly in arrears;
 - (ii) One-off charges shall paid prior to activation of that Service
 - (iii) Calculated using the records held and logging procedures adopted by ITC will be prima facie evidence of the usage of a Service and the Charges payable by the Customer;
 - (iv) the Customer shall be responsible for all Charges incurred between the time that the Customer makes a request for termination of a Service and the time of the actual termination of that Service; and
 - (v) Equipment and/or Services provided by ITC in Saudi Arabia will be subject to VAT effective of the enforcement date by the General Authority for Zakat and Tax "GAZT" ("VAT Effective Date"). Accordingly, in compliance with GAZT directives, ITC shall charge, collect and settle to the GAZT applicable VAT on its Services. Customer agrees to pay from the VAT Effective Date applicable VAT for Services utilized under this Agreement by the Customer notwithstanding the date of this Agreement or any purchase order
- (c) If the calculation for any Charges under this Agreement commences on a date other than the first day of a month or terminates on a date other than the last day of a month, the relevant Charges due for that part of the month shall be calculated on pro-rata basis.
- (d) Where Customer requests to delay in the provision of any Service after acceptance of the Order Form, Customer shall nevertheless be liable to pay any Charges incurred by ITC as a result of such Customer-initiated delay.
- (e) In the event that ITC's staff and/or authorized agents have been called upon to attend to a fault at the Customer's Premises, Customer shall be liable to pay the costs associated to such services at ITC's then prevailing man-hour rates and/or the actual costs of any subcontractor or supplier, if the fault is not attributable to any of ITC's Equipment or telecommunications systems.

4.2 Variation of Charges

ITC may not increase the Charges for the subscribed Service during the Minimum Commitment Period, provided that, ITC may pass through to Customer any additional fees or costs resulting from a change in regulations, or similar surcharge imposed by CITC or any governmental body on such Services.

4.3 Invoicing and Payment

- (a) ITC will issue or cause a third party to issue an invoice to the Customer outlining the Charges that are due as described in clause 4 unless otherwise stated in the Specific Terms:
- (b) ITC reserves the right to re-issue any bill if any error is subsequently discovered; and/or bill the Customer through a billing agent or any of its Affiliates.
- (c) ITC may include Charges omitted from an earlier invoice in a subsequent invoice.
- (d) Subject to paragraph 4.3(g) below, the Customer shall pay each invoice
- (i) Maximum of within thirty (30) days from the date of the invoice ("Due Date")
 - (ii) In the currency indicated on the invoice. If the Customer pays the Charges in a currency other than the currency indicated on the invoice and such payment results in any currency exchange lost to ITC, such currency exchange lost shall be charged to the Customer as necessary so that ITC receives an amount equal to the sum it would have received in accordance with the currency for Charges indicated on the invoice;
 - (iii) except as permitted by 4.3(h) below, without set off, counter claim or deduction for any amount; and
 - (iv) in the manner specified in the invoice, or if no such manner is specified, by cash, cheque, direct debt or other method permitted by ITC.
- (e) If a cheque or payment by direct debit is dishonoured or cancelled, the Customer agrees to pay to ITC any:
- (i) Resulting bank or other charges incurred by ITC; and
 - (ii) A reasonable administration charge imposed by ITC.
- (f) If a payment due by the Customer to ITC under this Agreement is not received by the Due Date ITC shall be entitled to charge and agrees to pay any additional charges or expenses incurred by ITC in recovering outstanding amounts due under this Agreement (including, without limitation, any legal costs and expenses, the cost of engaging a debt recovery agent, or the cost of instituting legal proceedings).
- (g) All enquiries or disputes concerning any invoice must be notified to ITC, along with any supporting documentation, on or before the Due Date. Nothing in this clause 4.3(g) shall relieve the Customer of its obligation to pay ITC the undisputed portion of any invoice on or before the Due Date. ITC and the Customer shall work together in good faith to resolve

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- (h) ITC may set off any amount owed by the Customer to ITC and/or its Affiliates against any amount owed by ITC to the Customer under or in relation to this Agreement.

5. EQUIPMENT

5.1 Property in Equipment

- (a) The Equipment shall at all times remain the property of ITC. Except to the extent resulting from the negligence or willful misconduct of ITC or its subcontractors, Customer shall be liable for any damage to Equipment installed on Customer's Premises, including, without limitation, losses due to vandalism or theft.
- (b) Customer shall keep the Equipment free and clear of any and all liens and shall not use the Equipment for any purpose or in any manner other than as approved by ITC. Any Equipment in the care and custody of Customer shall be returned to ITC, at ITC's expense, in good working order, reasonable wear and tear excepted, upon termination of this Agreement or the Service to which the Equipment relates.

5.2 Repair and replacement of Equipment

ITC shall be responsible to repair or replace, at its sole discretion, any faulty or non-operational Equipment located at the Premises. Except where the cause of the failure of the Equipment is due to Customer's non-compliance with clause 5.1 above, such repair and replacement will be free of charge

5.3 Customer Equipment and Customer Software

- (a) ITC is not responsible for the installation, maintenance, compatibility or performance of any Customer Equipment or any Customer Software.
- (b) If any Customer Equipment is likely to cause hazard or an impairment of an ITC Service the Customer shall promptly eliminate such likelihood at ITC's request.
- (d) If Customer Equipment needs to interface with a Service provided by ITC, the Customer must cooperate with ITC in configuring and managing such Customer Equipment.

5.4 Sale of Equipment

In the event that Customer wishes to purchase Equipment from ITC for use in connection with any Service, the terms and conditions of such purchase unless stated in the Order Form shall be separately agreed, in writing, by the Parties. Equipment purchased by Customer from ITC in connection with the delivery of a Service shall be deemed Customer Equipment for the purposes of this Agreement.

6. CUSTOMER PREMISES

6.1 ITC's access rights

Where ITC has placed Equipment on the Customer's Premises, the Customer shall ensure that ITC, its representatives and agents have access to the Premises at all times in the case of emergency and otherwise at reasonable times to be agreed with the Customer to carry out any of its obligations with respect to the Equipment, subject always to Customer's reasonable security requirements. Notwithstanding the foregoing, where Customer delays, restricts, or otherwise denies ITC reasonable access to the Premises, ITC shall not be liable for, and Customer shall not be entitled to, Service credits or other compensation with respect to any interruption of a Service to the extent such delay, restriction or denial could have been avoided.

6.2 Environmental specifications

The Customer shall be responsible for complying with the written site specifications for the Equipment with respect to air-conditioning, electricity and other utility services and environmental conditions at the Premises.

7. INDEMNITY

7.1 Indemnification

Each Party shall indemnify the other from any claims by third parties and expenses (including, without limitation, legal fees and court costs) respecting damage to tangible property, personal injury or death caused by the indemnifying Party's gross negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, Customer shall indemnify and hold ITC harmless from and against any and all losses incurred as a result of any claims against ITC by Customer's end users or other third parties acting through their relationship with the Customer.

8. LIABILITY

8.1 Limitation of Liability

- (a) Neither Party shall be liable to the other Party or to any third party, for consequential losses, howsoever arising, whether in contract, tort (including negligence), or otherwise, and whether or not such losses was foreseeable, or a Party was advised of the possibility of such consequential losses.
- (b) Where a Service provides for a system of rebates or credits against Service interruptions or quality of Service, such rebates or credits shall be the exclusive remedy of the Customer in respect of the event giving rise to the rebates or credits.

each Party's liability to the other Party for any and all claims arising under this Agreement, whether in contract, tort (including negligence) or otherwise shall be limited to the Charges paid by the Customer to ITC during the precedent twelve months from the date of such a claim.

- (d) In no event shall ITC's Third Party Suppliers be liable to Customer for any loss arising out of the provision of Services hereunder and Customer hereby waives the right to make any claim against any Third Party Supplier.

8.2 Exclusion of Liability and Implied Warranties

Subject to conditions of CIRC warranties of merchantability and fitness for a particular purpose are excluded from this Agreement.

9. CANCELLATIONS

9.1 Cancellation Charge

- (a) Where, after an Order Form is accepted by ITC, the Customer terminates one or more of the Services, or ITC terminates a Service for cause, before the expiry of the Minimum Commitment Period, the Customer shall pay a Cancellation Charge to ITC calculated on the basis of:
- (i) 100% of the Charges that would have been payable by the Customer if the Customer had continued to receive the Service from the date of termination until the expiry of the Minimum Commitment Period and
- (ii) The value of any price discounts, credits, or Charges incurred and/or waived by ITC at the time of acceptance of the Order Form.

9.2 Consequences of termination

- (a) Upon the date of termination of this Agreement, all licenses, rights and privileges granted to the Customer under this Agreement shall cease and all Charges for the Services up to and including the date of termination and all other amounts owing by Customer shall be immediately due and payable. Any Equipment shall be returned to ITC within thirty (30) days of the termination date in good working order, reasonable wear and tear excepted.
- (b) Without prejudice to clause 8 (Liability), ITC will not be liable to the Customer or to any third party for any loss resulting from or in connection with termination of this Agreement.

9.3 Survival

- (a) Termination of this Agreement will not extinguish or otherwise affect any accrued rights of any Party prior the date of termination of this Agreement.
- (b) To the extent permitted clauses of this Agreement, which by its nature is intended to survive termination of this Agreement, shall survive termination of this Agreement.

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

10.1 Confidentiality

- (a) Each Party shall keep confidential and shall not disclose to any person any and all written and/or oral information of any kind relating to this Agreement or disclosed by the other Party pursuant to this Agreement or prior to it or in the course of performance of it, whether or not such information is identified as being confidential at the time of disclosure without the prior written consent of the other Party.
- (b) The obligations under this clause 10 shall not apply, however, to any information which was already in the public domain or which becomes so through no fault of the receiving Party.
- (c) Subject to the provisions in clause 10.1(b) these obligations of confidentiality shall continue for a period of three (3) years after termination of this Agreement

11. GENERAL

11.1 Entire Understanding

- (a) This Agreement embodies the entire understanding between the Parties in relation to the Services and there are no promises, terms, conditions or obligations oral or written expressed or implied other than those contained in this Agreement.
- (b) In entering into this Agreement the Parties do not rely on any representations or warranties in relation to a Service except as expressly provided in this Agreement.

11.2 Amendment of Agreement

Any amendment to this Agreement shall be in writing and executed by the authorized person of each Party. Notwithstanding ITC may amend this terms herein from time to time.

11.3 Non-Waiver

No failure, or delay on the part of the Parties to exercise any right, power or remedy under this Agreement shall operate as a waiver of that power or right unless expressed in writing to be a waiver.

11.4 Severability

If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforcement of the other provisions of this Agreement.

11.5 Cumulative rights

The rights and remedies of a Party under this Agreement do not exclude any other right or remedy provided by CIRC.

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11.6 Counterparts

This Agreement, or any amendment to this Agreement, may be executed in any number of counterparts with the same effect as if all Parties all signed the same document. All counterparts will be construed together and will constitute one and the same agreement

11.7 Language

- (a) If this Agreement is executed by the Parties in more than one language. The annexes, schedules, appendices or other attachments to this Agreement are presented in English. Notwithstanding Arabic shall supersede and prevail (Arabic version shall be provided on demand).
- (b) The failure of ITC to provide translations of this Agreement, schedules, appendices or other attachments shall not be deemed a breach of this Agreement nor shall it form the basis of a bona fide dispute by the Customer.

11.8 Assignment

Either Party may not assign any or all of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that, ITC may assign this Agreement, in whole or in part, to any Affiliate, to its successor in the event of a reorganization or merger, or to any purchaser of all, or substantially all, of the assets to which this Agreement relates.

12. PUBLICITY

Neither Party shall disclose the making of this Agreement, Names or logos (including any trade marks) in any journal magazine, publication or any other media without the prior written consent of the other Party. Notwithstanding ITC retains the right to use Customer Logo and Name(s) as a reference to its client list.

13. DICTIONARY AND RULES OF INTERPRETATION

In this Agreement:

Acceptable Use Policy shall mean, where ITC's policy on usage of the Services set forth at www.itc.net.sa, as amended from time to time, which Acceptable Use Policy is incorporated herein by this reference.

Applicable Law means any applicable laws, statutes or ordinances and any regulations, rules, practice notes, circulars and any other notification issued by any government entity, taxing authority, or regulatory authority pursuant to such laws, statutes and ordinances in any jurisdiction where the Services are provided.

Customer means the Party receiving an ITC Service

Customer Equipment means all hardware, software and consumables owned by the Customer or licensed or leased to the Customer by a third party and used in relation to a Service.

Minimum Commitment Period means in respect to a Service the meaning given in the relevant Specific Terms or if no meaning is given means the fixed period during which Customer agrees to pay for the Services, commencing on the Service Commencement Date, and as used herein, refers to both the initial term of an Order Form or any renewal term of the same Order Form.

Network means the telecommunications network owned or operated by ITC and used in connection with providing the Services and all facilities and associated Equipment used in, or in connection with, that network, but excluding the Customer Equipment.

Network User Identity means an identity number, assigned by ITC to the Customer that allows the Customer to use a Service.

Operator means a third party provider of telecommunications Services as described in clause 2(d).

Premises means the relevant premises indicated in an Order Form.

Schedule means a schedule to this Agreement.

Service means a telecommunications Service supplied by ITC to the Customer and to be provided under this Agreement.

Service Commencement Date means, with respect to a Service, the meaning given in the relevant Specific Terms, or if no meaning is given, means with respect to a Service which has been accepted the date on which ITC delivers the Service to Customer as set out in a written notice of Service commencement delivered in accordance with clause 2(h).

Third Party Supplier means a telecommunications Service provider, including an Affiliate, from whom ITC procures services or service components in order to provide the Services to the Customer.

Equipment means the Equipment (including any software contained in that Equipment) provided by ITC to make available a Service to the Customer that may be installed at the Premises, including any Equipment licensed or leased to the Customer by ITC under this Agreement, but excluding any Customer Equipment.

Cancellation Charge means the Charges payable by the Customer as described in clause 9.

Charges means the charges payable for each Service, as set forth in the relevant Order Form, including, without limitation, any one time fees, recurring, usage, rental, VAT or other fees payable by Customer in relation to a Service.

Effective Date means the date identified on the first page of the General Terms or, if no date is identified, then the date of the first accepted Order Form.

Affiliate means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.

Order Form means a template provided by ITC, a quotation or a proposal stating the information related to a specific Service

Specific Terms means any terms and conditions stated in a quotation, an Offer or an Order Form

Service Levels means, where applicable to a Service, the committed levels of service in accordance with which ITC will use its reasonable endeavors to provide that Service, as specified and defined in the Specific Terms and, unless otherwise set forth in the applicable Service Level, excludes Services procured by Third Party Supplier

VAT means value added taxes in Saudi Arabia payable to the General Authority for Zakat and Tax "GAZT"