

Mobily M2M Terms and Conditions

Mobily M2M Solution T&C's

1. Definitions:

- 1.1. Mobily: Etihad Etisalat Company and its subsidiary companies
- 1.2. Service: Vsaas (Machine to Machine) Solutions, which includes the end to end solution for enabling communication between machines via data service, the SIM management platform (M2M platform) and any other ancillary service or any other telecommunication related services offered or to be offered by Mobily
- 1.3. Mobily M2M Control Center: a web-based user interface for the M2M platform that allows end users to manage their SIMs
- 1.4. Conditions: Mobily Service Conditions
- 1.5. Customer: the legal entity that enters into a Service Contract with Mobily
- 1.6. M2M Solutions Contract or Contracts: the Contract made between Mobily and the Customer for the M2M solutions
- 1.7. Parties: refers to Mobily and its Customer
- 1.8. M2M Onboarding Form: the form and its relevant documents that the Customer signs and agrees to in order to acquire M2M service
- 1.9. Service Proposal: a proposal for the Service presented by Mobily to the Customer
- 1.10. Customer P.O: the formal purchase order request sent by Customer for the purchase of Service
- 1.11. Service Commencement Date: refers to the date on which the Customer will activate the SIM.

2. Scope:

- 2.1. This entire document along with its terms and conditions, Vsaas Onboarding Form, Service Order Form and the Service Proposal for the Service constitutes the entire contract and understanding between the parties with respect to the Service and supersedes and replaces any prior written or oral agreements, representations, arrangement or understanding between them relating to the Service.
- 2.2. The parties confirm that they have not entered into this Contract on the basis of, and have not relied upon any statement, representation, warranty or other assurance except to the service proposal incorporated into this Contract which shall form an integral part hereof.
- 2.3. The only remedy available in respect of any misrepresentation or untrue statement made to it shall be claim for breach of contract under this Contract. However nothing in this clause shall limit or exclude any liability for fraud, or other acts causing death or personal injury.
- 2.4. Customer shall be bound by and shall fully observe and comply with all Terms and Conditions stated in this Contract.

3. Term of Service:

- 3.1. The initial period of this M2M Solutions Contract shall be one (1) Gregorian calendar year and shall be automatically renewed for similar period(s) unless the Customer notifies Mobily of its intentions to terminate the Contract thirty (30) calendar days before the expiry of the initial period or any renewal thereof.
- 3.2. Upon expiration or termination of the Contract the Customer shall pay all amounts due to Mobily under the

4. Delivery and Activation of Service:

- 4.1. The Customer may order the Service by submitting Customer P.O attached with a signed Service Order Form, Service Proposal and M2M Onboarding Form.

- 4.2. Mobily shall be responsible for the providing Customer with the M2M SIMs, access to Mobily M2M Control Center and commissioning of the Service. Upon the Service commissioning, the Customer shall have a period of three (3) business days to confirm that the Service has been provisioned and is properly functioning.
- 4.3. The SIMs mentioned in 4.2 above are dedicated for M2M services. The conditions for activation of these SIMs and other terms will be discussed on case to case basis which will be mentioned in the purchase order
- 4.4. Unless Customer delivers written notice to Mobily within such three (3) business days period stated above that the Service is not installed in accordance with the Customer order or the Service is not functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured Services from other operators, Service providers, system integrators that needs to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service.
- 4.5. In the event Customer notifies Mobily within the time period stated above that the Service is not installed in accordance with the Service Order or the Service is not functioning properly, then Mobily shall correct any deficiencies in the Service, and handover the Service again to the Customer, after which the process stated herein shall be repeated.
- 4.6. The quantity of M2M SIMs mentioned in the Service Order form shall have the same activation date and their billing will start with their activation date.

5. Financial Considerations for the Service:

- 5.1. The financial considerations for the Service shall include charges for voice, data and SMS usage, monthly rental, device charges and any other fees determined in accordance with Mobily tariffs for M2M Solutions.
- 5.2. Mobily shall invoice the Customer on a monthly basis for the amounts due under the Contract.
- 5.3. The Customer shall pay the bill within thirty (30) calendar days from the date of its issuance. If the Customer fails to settle the due amount within the provided time limit, Mobily shall have the right to suspend all its Service to the Customer. The suspension shall continue until the entire due amount has been fully paid. If the payment is not made within two (2) months from the date of issuance of the bill, Mobily shall have the right to cancel the Contract.
- 5.4. If the Customer objects to the content of the invoice, the Customer must notify Mobily in writing of the reasons for the objection within a period of fifteen (15) calendar days of the date of invoice issuance. Mobily shall investigate the issue with all available technical and practical means and its decision in this regard shall be deemed as final.
- 5.5. If Mobily rejects the objection, the Customer shall pay the due amount within a period of seven (7) business days from the date on which the Customer was notified of the rejection.
- 5.6. The Customer shall not withhold any payment amount which is not included in the objection.
- 5.7. The Customer shall pay any deposits or guarantees prescribed by Mobily in its own discretion to ensure payment of its bills.
- 5.8. Ensuring that M2M SIMs are utilized in a proper manner shall be the sole responsibility of the Customer. Mobily shall not be responsible for any misuse by the Customer or Customer's representative. All charges as a result of misuse or fraudulent use once determined as per Clause 5.4 shall be settled by the Customer in full to Mobily.

6. Service Tariffs:

6.1. The tariffs for Service will be as agreed between the Parties. In case of customized tariff the availability of tariff will be agreed between the parties. The tariffs for the Service will be subject to Communication and Information Technology Commission (CITC) approvals.

7. Provision of Information and Confidentiality:

- 7.1. Except for the purposes of this Contract, each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its employees, professional representatives or advisers, on a need to know basis, or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other Party which may have or may in future come to its knowledge and each of the Parties shall use its reasonable endeavors to prevent the publication or disclosure of any Confidential Information concerning such matters.
- 7.2. "Confidential Information" is defined as information of any nature in any form including drawings, specifications, data, graphs, charts, discussions and the like which has been reduced to written form and relates to the purpose of these Terms and Conditions. The disclosing Party shall identify its Confidential Information as "In Confidence or Proprietary" with an appropriate legend, marking, stamp, or other obvious written identification. Confidential Information shall also include oral disclosures provided that the oral disclosure is reduced to writing in summary form, marked as "In Confidence or Proprietary", as appropriate, and delivered to the Receiving Party within thirty (30) calendar days of the oral disclosure and provided that the proprietary nature of the information has been indicated at the time of such disclosure. Notwithstanding anything contained in this clause to the contrary, information (written or oral) shall also be deemed to constitute Confidential Information if, under the circumstances surrounding disclosure, it reasonably should be treated as Confidential Information".
- 7.3. Each Party undertakes to the other party not to disclose the confidential information in whole or in part to any other person without the disclosing Party's written consent, except that Mobily share the right to disclose Customer's confidential information to its employees, agents and sub-contractors involved in the supply or use of the Service.
- 7.4. The Parties agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care each Party applies to its own Confidential Information.
- 7.5. For the purposes of billing, managing traffic, responding to Customer's enquiries, preventing and detecting fraud, and marketing Mobily's services, Mobily may process any record in an internal computerized directory the Confidential Information unless the Customer expressly disagrees with it.

Mobily shall have the right to examine, from time to time, the use to which the Customer and its representatives put the Services and the nature of the data/information they are transmitting or receiving via the Services.

8. Termination:

- 8.1. Either Party may terminate this Contract immediately upon giving notice in writing to the other Party in the event that the other Party becomes bankrupt or insolvent; has sought protection from its creditors under any statute or legal process; has suffered or permitted a trustee, liquidator, administrative receiver to be appointed or to take possession of its properties or assets; had voluntarily or involuntarily commenced proceedings for dissolution, liquidation or winding up; or has ceased to carry on business.
- 8.2. Customer may terminate this Contract by giving Thirty (30) business days written notice to Mobily to terminate at the end of the minimum commitment term. In this event the Customer shall pay to Mobily all due charges and settle all invoices that are due.

8.3. Those conditions of the Contract of continuing nature shall survive termination of the Contract.

9. Ownership, Intellectual Property Rights and Software License:

- 9.1. All intellectual property rights in the Services and the equipment and any equipment, software and materials supplied by and belonging to Mobily, its representatives, agents, or Mobily's subsidiary shall remain Mobily's property or the property of its licensors.
- 9.2. The Customer shall not disclose, nor use for the Customer's own purposes, any intellectual property rights supplied by Mobily to any third party.
- 9.3. Any IP Address allocated by Mobily to the Customer shall at all times remain Mobily's sole property and the Customer will have a non-transferable license to use such address for the duration of this Contract. If this Contract or the relevant Service is terminated for whatever reason, the Customer's license to use the IP Address shall automatically terminate.

10. Liability and Exclusion:

- 10.1. The SIM card is the property of Mobily. Nevertheless, the Customer will be responsible for any consequence arising out of the use of the SIM cards in violation of its purpose or the laws applicable in the Kingdom of Saudi Arabia. Without prejudice to any public right, the Customer shall indemnify and keep Mobily harmless from and against any losses or damages resulting from any such abuse of the SIM Card.
- 10.2. Mobily shall not be liable in any circumstances to the Customer for any loss of revenue, profit, anticipated savings, or indirect or consequential loss or damage, or for loss or corruption or destruction of data.
- 10.3. The provisions of this Clause shall survive the expiry or termination of this Contract.

11. Force Majeure:

- 11.1. Neither party shall be liable for any failure to perform any of its obligations hereunder where such failure results from an Event of Force Majeure. If any Event of Force Majeure, whether of a temporary or permanent nature, prevents or hinders for a period of fifteen (15) business days either Party from complying with its obligations hereunder, (save for the financial obligations), the other party shall be entitled, without incurring any liability for damages, to postpone, or fully or partly terminate the Contract by giving the other Party written notice. Any such postponement or termination shall not affect Mobily's right to payment for the Service already rendered before the Event of Force Majeure occurred.

12. Governing Law:

- 12.1. This Contract shall be governed and construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia.
- 12.2. All resolutions and regulations issued by the Communication and Information Technology Commission "CITC" in addition to the guidelines for the provision of data, content and internet services shall be applied on all issues not provided for under this terms and conditions.

13. Dispute Resolution:

- 13.1. Where any dispute under this Contract, the Parties shall immediately enter into bonafide discussion in order to resolve the dispute amicably.
- 13.2. If such dispute cannot be resolved or settled informally within fifteen (15) calendar days following the issuance of the notice by the first Party, the courts of Kingdom of Saudi Arabia shall finally settle such disputes.

14. Assignment:

- 14.1. This Contract is personal to the Customer and the Customer shall not assign, charge or otherwise deal with the whole or any part of this Contract or its rights or obligations hereunder.