

Scope

1. This contract constitutes the entire agreement and understanding between Mobily and the customer named herein (the "Customer").
2. Customer shall be bound by and shall fully observe and comply with all terms and conditions stated in this contract.

Service Request

3. Customer may request the service through the following methods:
 - a. Call Mobily Business call center.
 - b. Send email to Mobily business sales.
 - c. Visit Mobily web portal.

Eligibility and Requirements

4. In order to subscribe to Mobily Business FiberNet Service (the "Service"), the Customer must have the Mobily fiber network connected to his/her Office and an Optical Distribution Box (ODB) installed and active inside Customer building.
5. Upon Ordering the service Customer must submit the following documents duly signed and stamped:
 - a. This service contract.
 - b. Customer P.O.
 - c. Company registration.
 - d. Customer ID or Authorized Person ID.
 - e. In case of Authorized Person, a signed and stamped authorization letter will be required.
 - f. VAT Registration Certificate "if applicable".

Service Installation Rules

6. At the time of installation, the Customer or the Customer's authorized person has to be available.
7. Mobily installation team will visit the Customer premises at the confirmed appointment time to install the cables, sockets, and all required equipment. The Customer or his authorized person shall be advised on the proper usage.
8. The installation team will connect the ONT.
9. The installation team will configure the ONT.
10. The installation team will confirm the connectivity and configuration.
11. At the end of the installation, the Customer or the Customer's authorized person must sign the acceptance of the installation, in case the Customer did not sign the acceptance form, the billing will start after 24 hours unless Customer reports officially through the field engineer account manager or by calling 901 that there is an issue with the service. The billing will then start automatically upon investigating and solving the issue if there is any.
12. The Customer shall allow and facilitate to Mobily (or Mobily's authorized partner) to access the Customer's premises to the extent reasonably determined by Mobily for the installation, inspection, and scheduled or emergency maintenance of network devices and elements related to the Service.

Contract Period

13. Minimum commitment period for this service is (12) months from the activation date.
14. Upon the expiry of the minimum commitment period, unless Mobily solely decided to stop the Service with immediate effect, Service will be automatically renewed and extended on (1) month rolling basis on the same charges, terms and conditions until Mobily terminates the Service for convenience or Customer terminates the service as per the terms of "Termination" clauses herein.

Liability and Ownership

15. The ONT and installation will be discounted to the Customer with a commitment of 12 months service.
16. Customer shall not permit others to rearrange, disconnect, remove or attempt to repair or tamper with any Mobily's network device or element without the prior written consent of Mobily.
17. The contracted service is for the customer's private use and the customer is not authorized to resell part or the whole service without Mobily's prior written consent.
18. No liability on Mobily in any event due to any service interruption, loss, cost or damage caused by incorrect use or maintenance for the network devices and

elements by the Customer or his representatives, employees, subcontractors or any other third parties not employed by Mobily which constitute a violation of this contract and the Customer will compensate Mobily for any loss or damage resulted from that.

19. Customer shall be responsible for maintaining the proper environment for Mobily's network devices and elements in the Customer premises.
20. Customer shall reimburse Mobily for the actual and reasonable cost of replacing any Mobily's network devices and elements stolen, damaged or destroyed.
21. Customer committed to allow Mobily to remove any network devices and elements used in providing the service from the Customer premises after termination, expiration, or cancellation of the service or as required by Mobily.
22. Mobily shall not be responsible for the operation or maintenance of any Customer's hardware. Mobily undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer's hardware.

Billing and Payment

23. Billing is monthly and invoices are delivered electronically to the Customer on a monthly basis.
24. Mobily bills at the 7th of each month, initially Customer shall receive an invoice that includes the prorated value for the period starting from the service activation date until the default starting date which is the 7th of the current or next month "the one comes first" in addition to the next month bill value.
25. All payments shall be due and payable in Saudi Riyal.
26. Service can be stopped temporarily, partially or completely if the Customer doesn't pay within the payment timeline which is 22 days after the date of invoice.
27. Customer shall get the service back once payment is made.
28. No compensation shall be granted for the days that the Customer did not get the service due to non-payment cases.

TAX

29. All Service Charges & Fees set forth are exclusive of value added taxes (the "VAT") applicable to the Service. Customer shall be solely responsible for paying any VAT applicable to the Service; which VAT shall be billed to and charged from the Customer separately in accordance with all applicable regulation in force at the time Services are supplied.

Disputed Invoices

30. If the Customer disputes any portion of Mobily Invoice, the Customer must submit written notice of the claim with a sufficient detail of the nature of the claim, the amount and invoice in dispute and information necessary to identify the affected Service for the disputed amount within (60) days from the date of the invoice for those services.
31. Customer have the right to dispute any amount in the invoice related to the service, within 60 Days from the disputed invoice issuance date.
32. Non-disputed amounts should continue to be regularly paid and should not be affected by any dispute.
33. In the event that the dispute is resolved against Customer then, the Customer has to pay the disputed amount immediately.

Termination

34. Either Party may terminate this Agreement immediately upon giving notice in writing to the other Party in the event not limited to 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 property or assets; had voluntarily or involuntarily commenced proceedings for dissolution, liquidation or winding up; or has ceased to carry on business.
35. Mobily may terminate this agreement and any Customer PO, in part upon written notice to Customer if:
 - a. Mobily is unable to deliver the service for any reason.
 - b. Customer is unable to pay his debts.
 - c. Customer fails to make any undisputed payment required hereunder when due and such failure continues for a period of thirty (30) days after written notice from Mobily.

- d. Customer commits a material breach of this Agreement and such breach continues for a period of thirty (30) consecutive days after written notice from Mobily.
 - e. use of profane language, fraudulently or maliciously use the telecommunications system in a manner prohibited by law.
36. Customer may terminate this Agreement by giving thirty (30) working days written notice to Mobily. In the case of early termination event, either due for Customer's convenience or due to Customer's default hereunder, Customer shall pay to Mobily an early termination fee for the remaining period of the 12 months commitment.
37. 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.
38. Subscription starts from the day the Customer activates, renews, upgrades or downgrades the service successfully and the customer shall be notified with SMS/Email.

Service Change Request

39. For any service change such as disconnect, upgrade, downgrade or relocate; Customer's Authorized Person needs to send an email to 901@Mobily.com.sa or call 901 from an Email or Mobile defined on Mobily system.
40. If Customer would like to move to different service category, a new fees will be applied and penalty fee can apply based on the remaining commitment.

Applicable Laws and Disputes

41. This contract is governed and shall be construed by the laws and regulations applicable in Kingdom of Saudi Arabia. The courts of Kingdom of Saudi Arabia shall settle any dispute between parties upon exhausting parties' efforts to resolve the dispute amicably.
42. Customer agree to provide Etihad Etisalat Co. (Mobily) with any information that it requires for the establishing and/or auditing and/or administering Company's accounts and authorize them to obtain and collect any information as it deems necessary or in need for, regarding the company's therewith, from the Saudi Credit Bureau (SIMAH) and to disclose and share (inclusive of Data Pooling) that information to the said company (SIMAH) or to any other agency approved by Saudi Arabian Monetary Agency (SAMA)

Migration

43. Migration of the account is not allowed and no refund will be processed to the Customer in case of early termination.