

Collocation Master Services Agreement



This Agreement sets out the applicable rules and conditions by which stc will render its Service as set out in the Order Form and as purchased by its Customers.

1. Standard Terms and Conditions and Acceptance

11. This Agreement between stc and the Customer start when stc accepts Customer's request for Services.
12. Customer agrees to be bound by the following in this order of priority:
 - 12.1. Any applicable charges;
 - 12.2. The Order Form;
 - 12.3. Service Delivery Notice form;
 - 12.4. This Agreement;
- 12.5. The Service specific terms and conditions, including the Proposal and any additional agreements associated with such Services;
13. Customer accepts this Agreement when Customer does any of the following:
 - 13.1. gives stc a hand written or Electronic Signature when applicable,
 - 13.2. tells stc electronically, when applicable, that Customer accept (i.e., by clicking the "I Accept" button for on-line purchases or Account changes), or
 - 13.3. Uses any Services. If the Customer does not wish to be bound by this Agreement, the Customer shall not use them and notify stc immediately. By signing this Agreement, Customer acknowledges that the Authorized Signatory is competent to enter into an Agreement with stc, and is authorized to obtain Services or make changes to an existing Account. Customer will obtain a signed copy of this Agreement from the Account Manager.
- 13.4. If Customer has existing Services, this Agreement will control such existing Services.
14. stc may, from time to time, request information related to the Customer's identity credentials in compliance with laws and regulations issued in the Territory. The Customer hereby undertakes that all information and data provided by the Customer to stc is correct and complete and the Customer is committed to notify stc with any changes might occur to them. If it is verified that the Customer provided stc with false information or did not provide the requested information in regard to the Customers' identity or if the Customer information or service subscription are not validated by a governmental authority in the Territory, stc will reserve the right to terminate this Agreement with immediate effect and all Services delivered to the Customer will be stopped accordingly.
15. stc may decide that Customer need to pass a credit check, this Agreement will not start until Customer passes the credit check. stc may use the information Customer provides stc to help make a credit decision before this Agreement starts.
16. stc will open an Account in Customer's name and apply charges to it.
17. If Customer already has an Account with stc, any additional Services that Customer requests will be added to that Account. For the avoidance of doubt, if Customer has more than one Service, each Service will be subject to a separate Commitment Period. As a result, the Commitment Period that apply to each service may not begin and end at the same time.
18. stc may request the Customer to provide a deposit as a condition of its acceptance of any Order Form or continuation of Service provisioning if the Customer fails to timely pay stc for undisputed charges hereunder; or VIVA reasonably determines that Customer has had an adverse change in financial condition from the date this Agreement is signed.

2. Submission and Acceptance of Order Form(s)

- 2.1. Order Forms may be submitted physically or in an electronic format by sending such Order Form to the designated Account Manager's email address. stc will accept the Order Forms that are sent from the Customers' same email address filled out in Customer's Account Opening Form and/or the Order Form. Customer may submit Order Forms for Service as designated by stc.
- 2.2. Order Forms shall contain the Commitment Period. Service will be provided by stc during the Commitment Period. Post expiry of the Commitment Period, and where no renewal Order Form is concluded subject to clause 2.3 below, the Service will continue on a month to month basis, subject to rate adjustment until the Customer ends the Service by serving thirty (30) days prior written notice to stc.
- 2.3. Renewal of the Customer orders will be accepted by signing a renewal Order Form with the new Commitment Period. If Customer submits Order Forms electronically, Customer shall assure that any passwords or access devices are available only to those having authority to submit Order Forms. Customer will pay the charges specified by stc for moves, additions or changes agreed to by stc respecting any Order Form or Service, unless otherwise agreed in writing.
- 2.4. stc will notify Customer of acceptance of the Customer Order by delivering (In writing or electronically) the date by which stc will install Service (the «Ready for Service» or «RFS» Date) or by delivering the Service.
- 2.5. If the Customer wants to add a Service, the Customer should contact the Account Manager subject to clause 2.1 to 2.4 above.

3. Services

- 3.1. Collocation Space:
 - 3.1.1. stc will provide Customer with the Rack sizes as specified in the Order Form in a conditioned environment with controlled access for operation on a shared, no-wall basis, including Power Supply, generator-backed electricity and air-conditioning capable of maintaining proper operating temperature. The Rack is located in the Datacenter and is provided for the installation, operation, repair, replacement and removal of Communication Equipment. Customer may request to increase the Rack size for adding more Communication Equipment after the parties have signed an additional Order Form to this Agreement.
 - 3.1.2. stc will use industry standard efforts to maintain Company's Co-location facilities and the Equipment required to deliver the Services.

- 3.1.3. Customer shall provide stc a list of the Communication Equipment which will be installed in the Rack and shall update such list each time there is any addition in such materials.
- 3.1.4. The Customer shall not rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the Equipment installed by stc or its Affiliates or its agents, except upon the prior written consent of stc.
- 3.1.5. The Customer shall not, at any time, without the prior written consent of stc, permit any stc facility, Services, Equipment to be utilised for any third party use.
- 3.1.6. In case the Communication Equipment needs to be moved or relocated within the same Datacenter, stc reserves the right to do so on reasonable prior notice to the Customer. stc shall use its reasonable endeavors to ensure that such relocation shall cause as little disruption and /or interference to the Customer as is reasonably practicable.
- 3.1.7. stc shall be entitled to switch off the Communication Equipment in an emergency situation threatening life or property, if required to do so by any government or regulatory authority; or in case of breach of this Agreement by the Customer.
- 3.1.8. stc may provide the Customer with the Shared Facility for the preparation, installation, operation, repair, replacement and/or removal of Communication Equipment from or to the Rack space, and designated space in the Storage Room at the agreed charges indicated in the respective Order Form.
- 3.1.9. stc will handle any faults relating to the Services in accordance to the service levels agreed with the Customer in writing, if applicable.
- 3.1.10. stc may provide Cross-Connection service to the Customer upon Customer's reasonable prior written notice to stc. All cabling relating to the Cross Connection inside the Datacenter shall be provided by stc and its personnel only.
- 3.1.11. For the avoidance of doubt, stc will only provide the Collocation and Cross Connection Services only if the end-to-end connectivity is provided by stc.
- 3.1.12. The Service will be provided through the Datacenter, assigned Rack space which the Customer has inspected and confirms his acceptance of the Services rendered under this Agreement "as is"; and agrees that stc is under no obligation to perform any additional work or provide any services or materials beyond what is selected by the Customer in the Order Form.
- 3.2. Security and Access:
 - 3.2.1. The Customer has to provide stc in the Order Form with the details of its authorized representatives (Authorized Access Persons) for stc to provide them with access identification cards to be able to access the Datacenter during the agreed times and upon reasonable prior notice given by the Customer to stc. The Customer shall only be allowed for two (2) Authorized Access Persons only.
 - 3.2.2. Authorized Access Persons shall have continuous access to the Datacenter for the installation, inspection, maintenance, removal of any Communication Equipment, facilities and systems installed at the Datacenter and any other activities related to the Service.
- 3.3. Power Supply:
 - 3.3.1. stc will provide the Communication Equipment located at the Rack space with Power Supply.
 - 3.3.2. stc will provide the Power Socket, and shall be responsible for its replacement and maintenance. If the Customer wishes to supply its Power Socket, then Customer shall be responsible for its replacement and maintenance.
 - 3.3.3. Additional Power Supply may be provided upon Customer request as per the details and charges listed in the respective Order Form.
- 3.3.4. The Customer is responsible for the Power Supply through the power strip and any maintenance extended beyond the Demarcation Point.
- 3.3.5. stc will assign a separate meter to monitor the Power Supply consumption per each Rack space. If the Customer is about to reach the agreed Power Supply usage, stc will immediately notify the Customer and will advise the Customer either to reduce the consumption of the Power Supply or to purchase a Power Supply add-on as per the rates agreed in the Order Form. If the Customer fails to take any of these actions before the end of such notice period, stc reserves the right to terminate the affected Services without any liability for the Customer and shall charge the Customer for the excessive Power Supply usage accordingly.
- 3.4. Remote Hands-on Support Service:
 - 3.4.1. stc may provide the Customer with Remote Hands-on Support; as per the rates provided in the Proposal.
 - 3.4.2. The Remote Hands-on Support will not extend to any other support services including but not limited to the installation, maintenance, compatibility, or performance of any Communication Equipment or software not provided by stc for use in the Services, unless the parties specifically agree otherwise in writing in each instance.
- 3.4.3. stc will perform the Remote Hands-on Support in accordance with the timeline and processes made available by stc to the Customer. stc reserves the right to change such processes from time to time.

4. Construction and Operations.

- 4.1. 4.1. Plans.
 - 4.1.1. Prior to the commencement of any work in the Datacenter, Customer must deliver to stc the working drawings, plans and specifications for such work («Plans») detailing the type, model part and serial numbers of the Communication Equipment, Cross Connection requirements and the cable runs required by Customer. Customer and its Authorized Access Persons may not begin work until stc has approved the Plans and that the Communication Equipment will be installed in compliance with the Plans.
- 4.2. Installation and Operating Activities.
 - 4.2.1. Customer agrees that all activities, including construction, installation, operations, maintenance and repairs will be performed in a neat, responsible, safe and professional manner, using generally accepted industry standards, consistent with such reasonable requirements

that may be imposed by stc. In the event of any interference caused to existing Equipment by the Communication Equipment, Customer agrees to deactivate its Communication Equipment promptly and resolve the interference problem before returning such Communication Equipment into service. Customer agrees to cooperate with other occupants of the Datacenter to resolve any interference problems that may affect Communication Equipment. Customer shall be responsible for the prompt payment of any liens for any provider of labor or material.

4.3. Permits.

4.3.1. Prior to any construction in the Datacenter, Customer shall obtain all the necessary approvals from the authorities (including the TRA) for installation of its Communication Equipment and comply with the requisite laws where copies of which will be delivered to stc, upon request, prior to commencement of construction and work. Customer will comply with all applicable laws, rules and regulations (including the Telecommunication Law) when installing its Communication Equipment.

5. Obligations and Responsibilities

- 5.1. The Customer shall not rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any of the Equipment installed by stc without the prior written consent of stc.
- 5.2. stc shall not be responsible for any issues relating to Communication Equipment including defects, malfunction, and failure to function upon resumption of Power Supply (in the case of power failure) or any other issues relating to the Communication Equipment for which stc is not directly responsible.
- 5.3. The Customer shall comply with all laws and regulations in the Territory relating to the Datacenter where the Services are provided.
- 5.4. Customer may not sublet or assign its rights under this Agreement, or rent, sell, transfer or otherwise allow others to use the assigned Rack space or any Equipment located in the Datacenter without the prior written agreement of stc, which consent may be withheld by stc in its sole discretion.
- 5.5. The Communication Equipment installed in the Rack space shall remain the sole property of the Customer.

6. Maintenance:

- 6.1. The Parties acknowledge that there may be a requirement for scheduled maintenance. In the event of such maintenance occurrence, stc shall inform the Customer of such intended scheduled maintenance activity and the maintenance activity and the maintenance shall proceed based on the Customer's consent to the scheduled maintenance plan. Such consent shall not be unreasonably withheld.
- 6.2. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, stc will:
 - 6.2.1. Provide the Customer seven (7) calendar days' prior written notice;
 - 6.2.2. Work with the Customer to minimize such interruption;
 - 6.2.3. Use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.
- 6.3. In the event of unscheduled emergency maintenance, stc shall immediately inform the Customer and stc shall immediately perform the necessary maintenance notwithstanding the Customers' consent.
- 6.4. Both Parties shall endeavor to the best of their abilities to minimize maintenance windows that impair service and/or result in service outages.

7. Charges, Billing and Payment

- 7.1. Commencement of Billing
- 7.1.1. stc will deliver a written or electronic notice (a «Service Delivery Notice») to Customer when the ordered Rack space is made ready to the Customer, at which the Commitment Period and billing will commence. If Customer notifies stc within three (3) business days after the Service Delivery Notice that Rack space is not delivered as per agreed, stc will correct any deficiencies and, will deliver a new Service Delivery Notice to Customer. If the Customer fails to respond to stc within the said time scale in this clause, the Customer will be deemed to have provided his implied approval and the billing will commence from the last day of such time scale.
- 7.2. Payment of Invoices
- 7.2.1. Customer will pay all charges applicable and in the currency stated in the Order Form(s) within thirty (30) calendar days from stc invoice date («Due Date»). NRC and MRC are billed in advance and usage-based charges are billed in arrears. Billing for partial months is prorated.
- 7.2.2. Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an Invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within fifteen (15) calendar days from the date of the disputed Invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus the applicable flat rate late penalty/charge from the date originally due. stc shall maintain complete and accurate billing records with respect to Services provided to Customer. Nothing in this clause shall affect the procedures and limitations on billing disputes set forth elsewhere in this Agreement.
- 7.2.3. If the Customer does not raise an objection to the invoice within (15) calendar days, it shall be considered as a final declaration that the invoice is true and valid.
- 7.2.4. If an agreement is reached respecting a disputed amount, Customer shall pay the outstanding amounts within seven (7) calendar days of the date of such agreement.
- 7.2.5. In addition to the remedies provided in this Agreement, If stc has not received the payment from the Customer by the Due Date, stc may take all or any of the following actions until such time as payment has been received:
 - 7.2.5.1. Past due amounts bear flat rate late penalty/charges as stated in Order Form per month.

- 7.2.5.2. withhold any sums owing to Customer by stc (including Subsidy) and offset it against any sums Customer owes to stc under this Agreement;
- 7.2.5.3. suspend Customer use of the Services in relation to which charges are outstanding;
- 7.2.5.4. withdraw any discount in relation to the relevant Service; and
- 7.2.5.5. Subject to stc having invoked at least one of the remedies as set out in clauses 7.2.5.1, 7.2.5.2, 7.2.5.3 and 7.2.5.4 above, stc shall be entitled to suspend the Services in whole or in part in accordance with clause 11.
- 7.2.6. Customer shall not be entitled to offset any sums owed to the Customer by stc under any Agreement or dispute between the Parties against any sums that Customer owes to stc under this Agreement.
- 7.2.7. stc may use credit agencies to help stc make credit decisions or for fraud protection. Customer agrees that stc may register information about the Customer and the conduct of Customer Account with any credit agency.
- 7.2.8. For the purpose of fraud prevention and credit management, information about the Customer and the conduct of Customer's Account may be disclosed to financial institutions and other telecoms operators. Such information may also be passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable stc to make a credit decision, stc, and stc credit reference agencies, may also use information about other legal entities financially linked to Customer (such as affiliates and Subsidiaries).
- 7.3. Taxes and Fees: Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, foreign withholding (which will be grossed up), access, bypass, ad valorem, or other taxes, fees, duties or surcharges (including regulatory surcharges), along with similar charges stated in a Customer Order (collectively «Taxes and Fees»). Some Taxes and Fees are covered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present with an exemption certificate eliminating stc's liability to pay certain Taxes and Fees will give effect thereto prospectively.

8. Variations

- 8.1. If changes occur in the applicable law, regulation, rule or order which materially affect delivery of Service, the parties will negotiate in good faith appropriate changes to this Agreement. If the parties cannot reach agreement within 30 calendar days after stc's notice requesting renegotiation: (a) stc may, on a prospective basis after such 30 calendar days period, pass any increased delivery costs on to Customer and (b) if stc does so, Customer may terminate the affected Service upon a written notice to stc delivered within 30 days and accordingly the Customer shall pay stc all unpaid amounts for the affected Service up to the date of termination, but no termination charge or other damages shall be payable by the Customer to stc except for the charges resulting under clause 9.2.3.

9. Cancellation & Termination Charges

- 9.1. Customer may cancel an Order Form (or portion thereof) prior to the Service Delivery Notice date upon written notice to stc identifying the affected Order Form and Service. If Customer does so, Customer shall remain liable to pay stc forthwith the respective NRC.
- 9.2. If the Customer cancel an Order Form (or portion thereof) on or after the Service Delivery Notice date, or if the Service is terminated by stc hereunder as the result of Customer's default, then, unless otherwise agreed in writing, Customer shall pay stc a termination charge equal to the sum of:
 - 9.2.1. all unpaid amounts for Service actually provided;
 - 9.2.2. 100% of the remaining MRC for the then current Term; and;
 - 9.2.3. any termination liability payable to third parties resulting from the termination.
- 9.3. Customer acknowledges that the charges in this Clause are a genuine estimate of stc's actual damages and are not a penalty.

10. Default

- 10.1. If (a) Customer fails to make any payment when due and such failure continues for ten (10) calendar days after written notice from stc, or (b) either Party fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) calendar days after written notice from the other Party, or (c) if requested by a competent official authority, or (d) Customer is subjected to bankruptcy, insolvency or interdiction, or (e) An event of Force Majeure which occurs and continues for more than sixty (60) calendar days; then the non-defaulting party may: (i) terminate this Agreement and/or any Order Form, in whole or in part without liability, and/or (ii) subject to clause 13 pursue any remedies it may have at law or in equity.

11. stc's Rights for Service Suspension

- 11.1. stc has the full right to suspend any of the Services provided to the Customer, without any prior notice, in the following cases:
 - 11.1.1. If requested by the competent official authorities and bodies.
 - 11.1.2. In a life threatening emergency situation.
 - 11.1.3. If the Datacenter needs emergency and unplanned maintenance and all cases of Force Majeure, exceptional and emergency conditions. stc will try to make sure this does not happen often.
 - 11.1.4. If the Customer fails to comply with clause 3.3.5 and pay the associated excessive power usage charges before the end of such notice period.
 - 11.1.5. Failure to submit the deposit for the Services that stc declared as mandatory payment.
 - 11.1.6. Not settling the due payments (Fees, charges or due subscription).
 - 11.1.7. Customer or any of its employees and representatives uses the Service in violation of this Agreement.
- 11.2. stc can charge to reconnect the Customer to the Services where the events noted in clauses 11.1.5, 11.1.6 and 11.1.7 have occurred. stc can change Customer's payment terms as a condition of reconnection.

12. Consequences of Suspension or Termination

- 12.1. Upon any termination of Services, Customer shall:
 - 12.1.1. surrender the Rack space in the same condition as it was at the beginning of the Commitment Period, reasonable wear and tear excepted; and
 - 12.1.2. be responsible, at its own cost and expense, for removing the Communication Equipment, any ancillary equipment, and reimburse stc for any costs or expenses reasonably incurred by stc in repairing any damage caused by such removal; and
 - 12.1.3. if the Customer fails to promptly remove the Communication Equipment or any ancillary equipment, stc shall be entitled to do so without any liability to Customer for any damage caused to the Communication Equipment or the ancillary equipment, and shall be entitled to sell all or part of such Communication Equipment and ancillary equipment to recover the cost of such removal.

13. Liabilities, Indemnities and Service Levels

- 13.1. Limitation of liability: The Customer agrees that stc shall not be responsible for any issues relating to the Communication Equipment including defects, malfunction, failure to function upon resumption of power by Company (in the case of power failure) at Company's Co-location Site or any other issues relating to the Communication Equipment for which Company is not directly responsible. Customer agrees that it is solely responsible for: (a) its use of the Rack space, including but not limited to any use by Customer's employees, agents, and subsidiaries; and (b) any damage or malfunction to any Rack space and/or equipment belongs to other customers in the Datacenter resulted from any misuse or action committed by the Customer's employees, agents and further agrees to indemnify, defend, and hold stc harmless for any loss and liability directly incurred as a result of any breach of the foregoing. In addition, Customer agrees that stc's liability under this Agreement, if any, shall be limited to direct, objectively measurable damages, and will not exceed: (i) the total value of the MRC of twelve (12) months period respecting the Service for which the indemnity became due, provided always that, the indemnifying Party's liability towards the indemnified Party with respect to any claim of that the service infringes the intellectual property rights of a third party shall not be so limited. The Parties acknowledge that these limitations on potential liabilities were an essential element in setting consideration under this Agreement.
- 13.2. Indemnification: The Customer shall indemnify and hold harmless stc against all costs, damages or otherwise incurred on account of breach of any rules and regulations (including the Telecommunication Law). The Customer shall also indemnify and hold stc, its principals, officers, directors, agents, employees and servants harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the construction, installation, operation, maintenance, repair, and removal of the Communication Equipment or from Customer's breach of this Agreement, including, but not limited to, reasonable attorney's fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of stc or its employees, agents or invitees. The provisions of this Paragraph shall survive termination of this Agreement.

14. Insurance

- 14.1. The Customer shall, at its own expense, procure and maintain in force appropriate insurance coverage acceptable to stc in relation to:
 - 14.1.1. Worker's compensation and Customer's Liability insurance as required by any applicable law or regulation;
 - 14.1.2. Third party liability insurance covering losses and claims from injuries or death to any person (including any employee or end user of the Customer) or damage to any property (including that of stc and its end users) suffered on or about the Collocation Space;
 - 14.1.3. All risks property coverage on a full replacement cost basis for the Equipment.
- 14.2. All deductibles or self-insured retentions in the above insurance coverage are for the account of the Customer and shall, under no circumstances, be the responsibility of stc.
- 14.3. Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by the Customer to stc upon stc's request.
- 14.4. The Customer provide stc with all assistance as may be required for the preparation and negotiation of insurance claims.

15. General Terms

- 15.1. Term: This Agreement is open ended and shall remain valid until terminated by either Party as set forth herein. All Order Forms placed under this Agreement prior its Termination Date shall remain valid till the end of the Service(s) Commitment Period.
- 15.2. Force Majeure: Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to acts of God, war, hostilities, riots, terrorists acts, strike, any labor disputes, authority of laws, acts of government, casualties, earthquakes, fire, or other natural catastrophes, or other causes beyond such party's reasonable control («Force Majeure Event»). The affected Party's performance shall be excused for the period of the Force Majeure Event as long as said Party provides the other Party with reasonably prompt notice, describing the Force Majeure Event and employs commercially reasonable steps to avoid or remove such causes of nonperformance and promptly continue performance.
In the event stc is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay stc for affected Service for the duration of the Force Majeure Event. Force Majeure Events and scheduled maintenance under clause 6 are considered «Excused Outages.»
- 15.3. Assignment and Resale: Customer may not assign its rights or obligations under this Agreement or any Order Form without the prior written consent of stc, which will not be unreasonably withheld, except Customer may

assign this Agreement to a creditworthy affiliate of the Customer. This Agreement shall apply to any permitted transferees or assignees. Unless otherwise provided in an SLA, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties («Customer Provided Services») provided that Customer shall indemnify, defend and hold stc and its affiliates harmless from any third party claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.

- 15.4. Affiliates: Service may be provided to Customer by an affiliate of stc, but stc shall remain responsible to Customer for the delivery and performance of the Service. Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.
- 15.5. Notices: Any notice to be given by the Customer to stc shall only be effective if it is in writing and through email address of the designated by stc or delivered by registered mail and/or handed to stc's dedicated Account Manager. Any notice to be given by stc to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant facsimile number for the Customer set out in the Order Form or in the Delegation Letter.
- 15.6. Acceptable Use Policy; Data Protection: Customer's use of Service shall comply with stc's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through stc's Website. Customer consents that stc may use Customer data solely for the performance of stc's obligations and the exercise of stc's rights under this Agreement, including storing, processing or transferring data to or from the Kingdom of Bahrain. stc shall not disclose Customer, or Customer data that belongs to third parties, unless required by law.
- 15.7. Intellectual Property and Publicity: Neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other party or its affiliates without the express prior written authorization of the other party. Neither Party shall issue any press release nor other public statement relating to this Agreement, except as may be required or agreed between the parties in writing. Any information or Documentation disclosed between the parties during the performance of this Agreement (including this Agreement) shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties, and if none, the parties agree to keep the terms of this Agreement and all information of a confidential nature obtained in the performance of this Agreement confidential and not disclose such information to third parties, other than to its vendors and affiliates or as required or requested by any governmental, banking, taxation or other regulatory authority or similar body or pursuant to any applicable law or regulation.
- 15.8. Dispute Resolution, Governing Law & Amendment:
- 15.8.1. For any dispute or complaint regarding stc's provision of Services, the Customer may refer to stc's Code of Practice on the Website which will give you guidance in this regard.
- 15.8.2. This Agreement shall be governed and construed in accordance with the laws of the Territory. This Agreement, including any SLA's and Order Form(s) and Proposal executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. In case of conflict between this Agreement, any SLA's, Order Form(s) and Proposal, the Proposal shall prevail.
- 15.8.3. This Agreement may only be modified or supplemented by an instrument executed by an authorized signatory of each Party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).
- 15.8.4. In performing obligations under this Agreement, each Party shall comply with all applicable law, statutes, regulations and orders issued in the Territory.
- 15.9. Confidentiality: All information contained in this Agreement shall be treated as confidential, neither Party can disclose any information contained herein this Agreement without prior written consent of the other Party.
- 15.10. Severability: If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force, and the Parties shall make such amendments to this Agreement as appropriate to remedy such invalidity or unenforceability.
- 15.11. Whistleblowing: Either Party shall disclose information that it reasonably believes is evidence of gross mismanagement of the Agreement, a gross waste of resources, an abuse of authority relating to the Agreement, or a violation of law, rule, or regulation related to the Agreement (including the competition for or negotiation of a contract). Such information: includes but not limited to:
 - 15.11.1. Theft of assets;
 - 15.11.2. Forgery or wrongful alteration or destruction of documents or files;
 - 15.11.3. Unauthorized and wrongful alteration or manipulation of systems or databases;
 - 15.11.4. Reviewing and/or forwarding confidential files without appropriate permission;
 - 15.11.5. Misappropriating or misusing resources, including relationships with suppliers, for personal gain;
 - 15.11.6. Knowingly authorizing or receiving payment or reimbursement for goods not received, expenses not incurred, or services not performed;

- 15.11.7. Knowingly providing false or misleading information for filings with government agencies; management, or auditors; and
- 15.11.8. Knowingly destroying, concealing, or falsifying records related to an official proceeding in violation of local law or regulations, or otherwise obstructing or impeding any such proceedings.
- Any Party (including its employees, business partners, contractors and sub-contractors, agency staff, and consultants) involved in any of the situations described above shall immediately report the details of the relevant circumstances via email to the Chief Corporate Affairs Officer of stc Bahrain.
- 15.12. Anti-Corruption: Each Party hereby agrees that neither it nor any of its directors, shareholders, employees, agents, or subcontractors will make or has made or offered, or caused to be made or offered, any payment, loan or gift of money or anything of value directly or indirectly to any other person, under circumstances in which it, or its directors, employees or agents know, or have reason to know, that all or any portion of such money or thing of value will be offered or given, directly or indirectly, to any person to influence a decision or to gain any advantage for either the Parties or their Affiliates, or their directors, employees or agents, in connection with any transaction relating to this Agreement which could result in a violation of any law, regulation, order, decree or directive having the force of law and relating to bribery, corruption, kick-backs, or similar business practices.

16. Definitions

- 16.1. Account Manager means stc assigned employee in the Order Form who is designated to be the point of contact with the Customer with respect to all aspects and payments respecting the selected Services.
- 16.2. Account Opening Form means the form which will be provided by the Account Manager for the Customer to fill in its requested information prior signing the Agreement.
- 16.3. Agreement means these standard terms and conditions collectively with the Proposal and the Order Form(s) relating to all aspects and payments for the selected Service(s).
- 16.4. Authorized Person means the Customer personnel of which their names and contact details are included in the Customer's Delegation Form.
- 16.5. Commitment Period means the binding duration mentioned in the Order Form for which a Service is delivered to the Customer.
- 16.6. Communications Equipment means the hardware which is owned and supplied by the Customer (including but not limited to switched, servers, routers and firewalls with the cabling, cross connect panels, material or other items and components) to be fixed, installed and mounted in the assigned Rack space.
- 16.7. Customer means the customer whose details are set out in this Agreement below and in both the Delegation Form and the Order Form which is represented in the Customer's authorized signatory identified below.
- 16.8. Cross Connection means a connection or link made between the Rack space assigned to the Customer and another node inside or outside the Datacenter as designated in writing by the Customer to stc.
- 16.9. Datacenter means the premises located at Building: 5524, Road: 1859, Block: 318, Hoora, Kingdom of Bahrain from which stc will provide its Services.
- 16.10. Delegation Form means the form filled out by the Customer for the delegation of an Authorized Person to request/sign agreements and or Order Forms with stc by the Customer's legally authorized management.
- 16.11. Demarcation Point means the point at which the Power Socket ends and connects with the Customer's power strip.
- 16.12. Effective Date means the date of the Customer's signature herein below.
- 16.13. Equipment means any apparatus, cabling, cross connect panels, hardware, material or other items (including parts and components) to be supplied by either Party to support/provide the Services.
- 16.14. Monthly Recurring Charge or MRC means the monthly subscription fees payable in advance by the Customer to stc with respect to the Service provided as set forth in the Order Form.
- 16.15. Non-Recurring Charges or NRC means the once off payment/ payments paid by the Customer to stc respecting installation of Service or Service modification requested as set out in the Order Form.
- 16.16. Order Form means stc form to be filled out and signed by the Customer requesting a Service from stc.
- 16.17. Policy means stc's processes, guidelines, rules, regulations, security practices as amended from time to time; in relation to the Services provided under this Agreement, including but not limited to the use of security access cards and signed acknowledgment of stc's security policy by Customer's employees or contractors.
- 16.18. Power Socket means stc's non-intelligent PDU strips placed in the Rack space.
- 16.19. Power Supply means the electrical power measured in Kilo Volt Ampere (KVA) supplied by stc to the Communication Equipment as determined in the Order Form.
- 16.20. Proposal means the stc's offer to the Customer which includes particular information and description for the Service selected in the Order Form.
- 16.21. Rack means a physical chassis with fitted door and side panels that can house multiple Communication Equipment simultaneously. It has the ability to install more than one Equipment or device in various form factors.
- 16.22. Remote Hands-on Support means any of the following services provided by stc to the Customer upon his request and subject to the respective Service Order Form and at the agreed charges:
- Push a button or power cycle of a Communication Equipment;
 - Provide visual inspection to assist troubleshooting efforts;
 - Plug in console port for remote customer management;
 - Provide wiring services such as moving or terminating cables;
 - Replace failed Communication Equipment components that are modular in design;
 - Receive and label Communication Equipment.
- 16.23. Service(s) means any of the services stated in clause 3 as ordered by Customer from time to time in accordance with an Order Form.
- 16.24. Service Delivery Notice means the date on which a notice is communicated to the Customer that the Service is made available by stc.

- 16.25. Shared Facility means the non-dedicated temporary desk where a Customer can use to make ready a Communication Equipment for installation or deployment in the assigned Rack space in the Datacenter.
- 16.26. Storage Room means a dedicated room in the Datacenter where the Customer can store his Communication Equipment, on a temporary basis, until the Communication Equipment is installed by the Customer in the assigned Rack space;
- 16.27. Telecommunications Law means Decree 48 for 2002 promulgating the Telecommunications Law of the Kingdom of Bahrain.
- 16.28. Territory means the Kingdom of Bahrain.
- 16.29. TRA or Authority means the Telecommunications Regulatory Authority of the Kingdom of Bahrain, contactable on: Building No. 852, Road No. 3618, Seef District 436, P.O. Box 10353, Manama, Kingdom of Bahrain, Contact Number: 17520000, Fax: 17532125, email: contact@tra.org.bh.
- 16.30. Website means stc's website URL known as: www.stc.com.bh
- 16.31. stc means the provider of the Services named as stc Bahrain Company BSC Closed holding Commercial Registration Number 71117, PO Box 21529, Seef Area, Manama, Kingdom of Bahrain.

CUSTOMER DECLARATION

I, the undersigned acknowledge that I have accepted the terms and conditions of this Agreement and confirm that the details I have provided and which I will provide in an Order Form are valid and correct.

Customer Name: _____ (*)

Customer Commercial Registration No.: _____ (*)

Customer Authorized Signatory Name: _____ (*)

Customer Authorized Signatory CPR: _____ (*)

Customer Authorized Signatory Signature: _____ (*)

Date: _____ (*)

stc Account Manager (For stc Internal Use)

Customer Account Number: _____ (*)

Account Manager Name: _____ (*)

Signature: _____ (*)

Date: _____ (*)