



# MASTER SERVICES AGREEMENT

## Qnbn General Terms and Conditions

### 1. General

- 1.1 This Master Services Agreement together with the Tariff, the commercial offer (which may form a Schedule of the Agreement), and other Schedules, as may be added, will constitute the basis for the terms of the contract for the provision of Qnbn's retail Product and Services to the Customer (together these shall comprise the "Agreement").
- 1.2 The Parties agree that in case of discrepancy between the documents of the Agreement, the following order of precedence will apply:
- The Tariff.
  - The Schedules to the Master Services Agreement.
  - The General Terms and Conditions of the Master Services Agreement

### 2. Duration of the Agreement

- 2.1 The Agreement shall commence on the Effective Date and shall continue for a period of [BLANK] (Expiry Date) unless otherwise agreed to by the Parties in writing.
- 2.2 If the Customer terminates the Agreement earlier than the Expiry Date, it shall be liable for early termination charges which shall not exceed the amount of the Non-Recurring Charges and three (3) months Recurring Charges.

### 3. Charges and Charges Structure

#### General:

- 3.1 The Customer agrees to pay the charges set out in the Tariff and/or the commercial offer.
- 3.2 Unless otherwise indicated, if charges are expressed to be estimates, Qnbn reserves the right not to proceed with the provisioning of the Products until the Customer agrees in writing to any such estimates.



### **Charges Structure:**

- 3.3 Recurring and Non-Recurring Charges will apply as outlined in the Tariff and/or the commercial offer.
- 3.4 The Customer will pay Monthly Recurring Charges being effective from the Ready for Use Date of the Product.
- 3.5 Non-Recurring Charges are one-off fees related to the delivery or termination of ordered Products that a Customer is required to pay and which will be invoiced in accordance with clauses 3.7 and 3.9. These charges are:
  - a. Set-up charges related to the ordinary Product ordering and provisioning.
  - b. Additional charges related to extra work necessary to provision the Customer.
  - c. Patching at Qnbn's CO.
  - d. Disconnection charges related to work required for disconnecting the Product.

### **Charges Details:**

- 3.6 **Set-up charge:** The Customer must pay Qnbn set-up charges as defined in the Tariff and/or the commercial offer. 50% of the Set-up Charge shall be due and payable by Customer to Qnbn in accordance with the invoice issued by Qnbn on the date that the Customer sends the Order Acknowledgment. The remaining 50% of the set-up charge shall be due and payable by the Customer in accordance with the invoice issued by Qnbn immediately following the Ready for Use Date.
- 3.7 **Patching charge:** An additional Patching Charge, as defined in the Tariff, will be levied if any patching is required at Qnbn's CO, The Point of Presence and/or the Customer locations. This patching service will be performed automatically if deemed required by Qnbn. Customer is not required to request separately for this service.
- 3.8 **Disconnection charge:** The Customer must pay to Qnbn disconnection charges as defined in the Tariff and/or the commercial offer, related to work required for disconnecting the Product.
- 3.9 **Monthly Recurring Charge:** The Customer must pay to Qnbn Monthly Recurring Charges as defined in the Tariff and/or the Commercial Offer.

## **4. Billing and Payment**

- 4.1 Billing will be done monthly for recurring charges with computation of the invoice as of the 27<sup>th</sup> of each month. Payments are due within 30 days of the date of the invoice.



- 4.2 The first month will be pro-rated based on the Ready for Use date or such other time as applicable based on the nature of the Product and Service.
- 4.3 Rebates, if applicable, will be credited on the subsequent Customer's monthly invoice.
- 4.4 Invoice verification is the responsibility of the Customer. A period of (7) Days is granted to the Customer for verification. After this period the invoice will be considered approved and not subject to dispute.  
When disputing an invoice, the Customer will identify in writing the specific charges that are in dispute. Only the disputed charges will be withheld from payment. The balance of the invoice will be considered approved and shall be settled in accordance with the above process.
- 4.5 Invoices not paid by the Customer when due will incur late payment charges. Late payment charges will be calculated on the overdue amount of the invoice at the highest rates allowed by the Applicable Laws.

## **5. Suspension or Disruption of the Products**

Qnbn may suspend or restrict the Products in the following situations:

- 5.1 Periodic maintenance, testing and Network upgrades. Qnbn will provide Customer with at least two (2) Business Days' notice for any planned activities that may cause an Outage;
- 5.2 Security purposes or compliance with judicial order or order from competent authorities;
- 5.3 Force Majeure Events;
- 5.4 Material breach of the Agreement by the Customer; or
- 5.5 Network Outages (e.g. cable cuts caused by third Parties).

Qnbn shall not be liable to the Customer for the consequences arising from such suspension or restriction.

## **6. Force Majeure**

- 6.1 No Party shall be in breach of the Agreement if there is a total or partial failure of performance of its duties and obligations under the Agreement occasioned by a Force Majeure Event.



- 6.2 If either Party is unable to perform its duties and obligations under the Agreement as a direct result of Force Majeure the Party shall give written notice to the other of the inability and set out full details of the event giving rise to the failure to perform.
- 6.3 The operation of the Agreement shall be suspended during the period (and only during the period) in which the Force Majeure continues and each Party shall take all reasonable steps to mitigate the effects of such Force Majeure. Qnbn shall not be liable to the Customer for the consequences arising from such Force Majeure Event. Notwithstanding the above, any such event does not relieve any Party of its obligation of payment under the Agreement.

## **7. Indemnity and Liability**

### **7.1 Consequential Loss or Indirect Damages:**

Neither Party is liable to the other Party for:

- a. special, indirect, incidental, consequential or punitive damage; or
- b. economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, loss of use of products or equipment or any other indirect loss, whether the relevant claim is made for breach of contract, under any Applicable Law, under an indemnity or otherwise and whether or not that Party was aware or should have been aware of the possibility of such loss or damage.

### **7.2 Qnbn's Limitation of Liability:**

Qnbn shall not be liable to Customer, whether in contract or tort, due to breach of Applicable Law or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of:

- a. any failure, delay, interruption to or disruption of the Product;
- b. any defect, deficiency, breakdown or failure of any equipment or system (whether or not maintained or operated by Qnbn or any other person); or
- c. a Force Majeure Event.

### **7.3 Qnbn's Maximum Aggregate Liability:**

Subject always to the exemptions and exclusions set out in this clause and to the maximum extent permitted by Applicable Law, Qnbn's maximum aggregate liability for all claims under, arising from or in relation to the Agreement or its subject matter (whether, in contract, tort, or due to breach of Applicable Law, under an indemnity or otherwise) is limited to the total amount of the Charges paid by the



Customer in the two (2) billing periods immediately preceding the claim against Qnbn under the Agreement.

**7.4 Gross Negligence or Willful Misconduct:**

Neither Party's limitation of liability as set out in this clause shall apply or shall be excluded to the extent that any loss, damage or liability incurred or sustained by a Party was caused by or as a result of the gross negligence, deliberate and willful conduct or omission of the other Party, its employees, agents, representatives or contractors.

**8. Confidentiality**

8.1 Qnbn and Customer shall keep confidential all Confidential Information and not disclose it to anyone (other than their employees, advisors, or contractors on a strictly need to know basis) without the consent of the other Party.

8.2 Confidential Information shall not include information that:

- a. is or becomes legally and publicly available to the receiving Party;
- b. was rightfully in the possession of the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party;
- c. was rightfully obtained by the receiving Party from a source other than the disclosing Party, which was in rightful and lawful possession of the said source, without any obligation of confidentiality;
- d. was developed by or for the receiving Party independently; or
- e. is disclosed pursuant to an order/directive of a court or Government Authority as so required by such order/ directive, provided that the receiving Party shall first notify in writing the disclosing Party of such order/ directive and afford the disclosing Party the opportunity to seek a protective order relating to such disclosure.

8.3 Each Party shall take steps to ensure that its employees, agents and sub-contractors are aware of the conditions of this Clause.

**9. Intellectual Property**

Except as expressly otherwise provided in the Agreement, Intellectual Property rights shall remain the property of the Party creating or owning the same and nothing in the Agreement shall be deemed to confer any right or title whatsoever or license of the Intellectual Property rights of one Party to the other Party, and



nothing in the Agreement shall be deemed to restrict the rights of an Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

## **10. Customer's Obligations and Representations**

- 10.1 The Customer acknowledges and agrees to cooperate and to provide, in a timely manner, the assistance and information necessary to Qnbn to perform its tasks as detailed in the Agreement as well as facilitate all access requirements to appropriate premises within its purview.
- 10.2 The Product shall be utilized by the Customer in conformity with the Applicable Regulatory Framework which includes all laws and regulations enacted by the State of Qatar or competent authority. Qnbn does not monitor whether the Product is utilized in conformity with the Applicable Regulatory Framework which is the strict responsibility and liability of the Customer.
- 10.3 In the event there are any approvals or information necessary to carry out the services under the Agreement from a participating entity, Customer agrees to obtain appropriate approvals, coordinate and/or provide the assistance necessary to obtain such approval or information from such entity.
- 10.4 It is the Customer responsibility to ensure that each Customer premise shall have internal ducts, access routes and entry points to the telecom room.
- 10.5 Where applicable, the Customer shall construct, equip and fill-out the necessary premises for Qnbn equipment and/or fiber for Qnbn to deploy the Products without the need to undertake any civil works.
- 10.6 The construction and equipping of the telecom rooms shall conform to Qnbn requirements as provided to the Customer.
- 10.7 Neither party, its sub-contractors nor agents shall interfere with any of the other Party's equipment located in the Customer premises.
- 10.8 The ownership of Qnbn's Equipment shall remain with Qnbn, and nothing in this Agreement confers or is intended to in any manner confer such ownership to Customer.



- 10.9 The Customer will support Qnbn to secure access in both Customer premises telecom rooms and duct routes connecting telecom rooms to the outside plant.
- 10.10 The Customer shall grant to Qnbn, its employees, agents and contractors, rights of 24x7 accesses to selected premises to install, retain, inspect, maintain, repair, renew, replace, upgrade, remove and/or use Qnbn's equipment as necessary; in accordance with access and safety procedures as may be agreed between Customer and Qnbn.
- 10.11 The Customer represents and warrants that it is entitled to execute and implement the Agreement in accordance with its terms and all necessary permissions, clearances and approvals of any Government Authority have been obtained by it prior to the signing of the Agreement.

## **11. Relocation of Premises**

The Customer may relocate to different premises after the provisioning of the Products and may request that the Products be moved to such premises provided that the Customer gives Qnbn reasonable notice for such relocation and agrees in writing to pay for any additional charges which may be applicable for such relocation. The Customer will provide Qnbn with all necessary details and full opportunity to evaluate the new premises. Qnbn reserves the right to refuse to relocate its Products to different premises in instances where its Network does not extend to the new premises, it is technically unfeasible to provision to the new premises, or other such technical or operational considerations make it impractical for such relocation to take place. Qnbn will give the Customer reasonable notice in the event it cannot effect relocation to new premises.

## **12. Reconfiguration Management**

The following conditions apply to the use of Qnbn equipment, Customer will:

- a. not configure any Qnbn equipment differently from originally configured;
- b. not install any cabling to Qnbn equipment;
- c. not cover (including by painting etc.), enclose, or prevent air circulation (e.g. in a cabinet or rack) to Qnbn equipment;
- d. not rearrange, move, relocate, disconnect or remove any equipment related to Qnbn (e.g. the removal or disconnection of the optical connector from the Qnbn equipment);



- e. not label (including with Customer trade-names or marks) or have any existing labels removed or tampered with associated with the Qnbn equipment.
- Qnbn will not be responsible for the operation of any equipment or applications connected to Qnbn equipment supplied to Customer by any party other than Qnbn.
- Qnbn may notify Customer of additional requirements or conditions of use of Qnbn equipment from time to time.

### **13. Alteration or Repair of Connecting Equipment**

If Customer requests Qnbn to alter, rearrange, modify or remove any connecting equipment after Qnbn has connected the ODF at the premises, Customer must contact the relevant Qnbn contact person.

The Parties will cooperate in good faith to agree on a plan for any alteration, rearrangement, modification or removal of the connecting equipment (e.g. Qnbn's ODF or FTB) at the Premises.

Customer shall promptly notify Qnbn immediately after it becomes aware of any material damage to connecting equipment (e.g. Qnbn's ODF or FTB).

At the time of alteration, rearrangement, modification or removal, Qnbn will:

- a. inform the Customer of the requirement for a quote;
- b. determine the applicable charges for the alteration, rearrangement, removal or repair;
- c. provide Customer with a quotation for the charges for the alteration, rearrangement, removal or repair and obtain written approval before commencing any such work;

If such consent is not provided, then Qnbn will not be required to proceed.

### **14. Planned Maintenance**

14.1 For planned maintenance activities that may cause an Outage , Qnbn will:

- a. provide at least two (2) Business Days' written notice to Customer before initiating any maintenance;
- b. take all reasonable steps to minimise disruption to the operation of the system arising from maintenance;
- c. take all reasonable steps to ensure any maintenance is performed in accordance



with performance standards that meet normal prudent industry standards.

- 14.2 Qnbn may, from time to time, modify or vary the configuration of the system including by modifying a segment, Qnbn must give Customer as much notice of the reconfiguration as per the notice defined for the planned maintenance mentioned above.
- 14.3 For clarification, a reconfiguration under this clause could include replacing the infrastructure or dark fiber comprising the system with new infrastructure or dark fiber whether or not on the same route,
- 14.4 In the event of any disruption of service on the system due to any event, including a Force Majeure Event, Qnbn will take all reasonable steps to cause service to be restored as soon as reasonably possible.
- 14.5 Provisioning work at demarcation points shall be jointly supervised by Qnbn and Customer field technicians.

## **15. Severability**

If for any reason any provision, term or condition of the Agreement or any portion thereof is held or determined to be invalid, void, unenforceable or contrary to the law, such provision, term or condition of the Agreement shall be deemed to be severed from the Agreement and the remaining provisions shall remain in full force and effect and enforceable as if such invalid, void, unenforceable or illegal provision, term or condition had never existed.

## **16. Entire Agreement, Variation and Modifications**

The Agreement supersedes and replaces any and all prior agreements and understandings in relation to the subject matter herein contained, between Qnbn and the Customer.

Modifications, amendments or supplements shall only be valid in made in writing and signed by the authorized representatives of the Parties.

## **17. Governing Law and Jurisdiction**

This Agreement is entered into in Doha, Qatar, and governed by Qatari laws and regulations, and shall be construed and interpreted accordingly, and any dispute that may arise between the Parties related to this Agreement, its validity,



implementation, execution, performance or interpretation shall be governed by such laws.

## **18. Compliance with Laws**

The Parties shall comply with all applicable laws, regulations and codes, including the procurement of permits and licenses, in the performance of this Agreement.

## **19. Dispute Resolution**

- 19.1 The Parties agree that all financial, technical, commercial and service related disputes shall be pursued to be resolved in good faith, prior to initiating any dispute resolution process.
- 19.2 In the event any dispute arises between the Parties pertaining to the Agreement, or its subject matter, the Parties shall meet within five (5) Business Days of written notice of the dispute by one Party to the other (or such longer time as mutually agreed between the Parties) to negotiate in good faith in an effort to settle such dispute.
- 19.3 Provided that the period during which the Parties have been negotiating in good faith is not less than thirty (30) Days and the circumstances are such wherein the Parties have met, negotiated in good faith and failed to resolve the dispute, then either Party may refer the matter to the court of competent jurisdiction in the State of Qatar.
- 19.4 Subject to any rights available to a Party in the event of material breach of the Agreement, each Party shall continue to fulfill its lawful obligations pending any dispute resolution process, including both the provision of and the payment for the Products and Services.

## **20. Notices**

- 20.1 Notices in connection with the Agreement must:
- a. be in writing, in the English language and;
  - b. delivered by courier or hand or sent by facsimile to the respective addresses and facsimile numbers which are specified in the Agreement
- 20.2 Any notice or other document shall be deemed to have been received by the addressee (a) at the time of receipt if sent by courier or hand-delivered or (b) on the



next Business Day following date of transmission if transmitted by facsimile (such transmission to be evidenced by automatic answer-back).

**21. Further Assurances**

Each Party shall, at its own expense, do all things reasonably necessary to give full effect to the Agreement and the matters contemplated thereby.

**22. Other Matters**

Provisions pertaining to Product description, operations procedures, service levels, termination and other matters are addressed in the Tariff and/or the appropriate Schedules and will be incorporated to this Master Service Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT**

**Signed for and on behalf of**

**Signed for and on behalf of**

**[Customer Name]**

**Qatar National Broadband Company**

By \_\_\_\_\_

By \_\_\_\_\_

**Authorised signatory**

**Authorised signatory**

Print name

Print name

Witness:

Witness:

Print name

Print name



## Schedule 1. Definitions and Interpretation

### A. Definitions

**“Agreement”** means the Agreement entered into between Qnbn and the Customer for the supply, installation and related services of the Product;

**“Applicable Laws”** means all laws of Qatar that are applicable to and binding upon the Parties in relation to all matters under this Agreement;

**“Applicable Regulatory Framework”** means the telecommunications law, the executive by-law, regulations, instructions, orders, notices, licenses and decisions issued by the Regulatory Authority to the extent the same have been promulgated and are formally binding on the Parties as, or pursuant to, the laws of Qatar;

**“Business Day”** means any day other than Friday, Saturday or a public holiday in the State of Qatar;

**“Calendar Day”** or **“Day”** means any day of the week;

**“Charge(s)”** means the consideration payable by the Customer for the Products (including any ancillary goods or services) set out or referred to in the Agreement;

**“Confidential Information”** means specific information which pertains to a Party’s internal processes, financial standing and business strategies and like information; the disclosure of which may have competitive consequences or cause financial harm if disclosed;

**“Customer”** Means the person, firm or corporation, or other entity which owns or operates a private network and which has signed this Agreement and orders, cancels, amends, or uses Qnbn’s Products and Services and is responsible for the payment of charges and /or compliance with the general terms and conditions of this Agreement.

**“Central Office”** or **“CO”** means Qnbn’s premises housing Qnbn’s ODF from where the feeder cable originates towards the outside plant;

**“Effective Date”** The date of signature of the Party signing the Agreement last in time or as otherwise agreed in writing by the Parties;



**“Expiry Date”** means the date this Agreement terminates because the Term established has ended.

**“Force Majeure Event”** means an extraordinary event or circumstance beyond the reasonable control of the affected Party (other than an obligation to make a payment), including without limitation:

- a. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage or terrorism or threat thereof;
- b. any act of state or other exercise of sovereign, judicial or executive prerogative by any competent Government Authority; and
- c. any act of God, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tsunami, whirlwind, storm or other extreme adverse weather conditions but excluding any industrial dispute relating to the Customer.

**“Fiber Termination Box”** or **“FTB”** means a device used typically at the customer premises to terminate the end of a Wireline;

**“General Terms and Conditions”** means the main body of this Agreement, comprising the Parties’ description, recitals, clauses and the signature block;

**“Government Authority”** means each authority having jurisdiction over the Products, the services provided by Customer to the end-users, the Parties or any other matter under this Agreement, including the Regulatory Authority, any national, provincial or municipal authority or any department, subdivision (political or otherwise), municipality, agency, corporation or commission under direct or indirect control thereof;

**“Intellectual Property”** means any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- a. any renewals, revisions and extensions created or provided by the laws of any country;
- b. all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and



c. the right to apply for registration of any such rights in any country of the world;

**“Master Service Agreement”** means the document that describes Qnbn’s General Terms and Conditions;

**“Monthly Recurring Charges”** refers to the charges the Customer shall pay for a given Product on a monthly basis computed from the beginning of the month (or part of month in which the Product is provided);

**“Network”** refers to a telecommunication system of a party which is used or intended to be used for telecommunications;

**“Non-Recurring Charges”** refers to the charges the Customer shall pay for a given Product on a one time basis only;

**“Optical Distribution Frame”** or **“ODF”** means the facility used typically at the CO, telecoms room, and/or customer premises to terminate the end of a Wireline;

**“Order Acknowledgment”** means that the Customer confirms the requested Products and Services once the request has been accepted and validated by Qnbn.

**“Outage”** means any Product ceasing to function;

**“Party or Parties”** means the entity or entities, as the context requires, signing this Agreement;

**“Patching”** means the patching service connecting two patching points in an ODF with an optical patch cord;

**“Products”** mean Qnbn products and services offered by Qnbn to retail Customers as described in the Tariff which are related but not limited to services, installation, disconnection and/or maintenance for passive network related services as subscribed to by Customer,

**“Ready for Use Date”** is the date that the Product has been provisioned by Qnbn and such provisioning has been notified to the Customer;

**“Regulatory Authority”** or **“RA”** refers to the Telecommunications Regulatory Authority of the State of Qatar;



**“Schedules”** Shall mean the schedules attached to the Agreement;

**“Tariff”** shall mean the Qnbn retail Tariff document as approved by the Regulatory Authority and as may be amended from time to time;

**“Term”** shall mean the period agreed to in this Agreement as specified in Article 2, or such other agreed extension made in writing;

**“Wireline”** means passive optical fiber cable deployed and owned by Qnbn.

## **B. Other Definitions**

For greater clarity as to the specific meaning of Terms utilized in this Agreement reference may be made to the Tariff and the terms defined therein.