

[Customer Logo]



**MASTER SERVICES FRAMEWORK AGREEMENT**

BETWEEN

[CUSTOMER]

&

**QATAR NATIONAL BROADBAND NETWORK COMPANY (QNB)**

Dated: \_\_\_\_/\_\_\_\_/ 2024

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**THIS AGREEMENT IS MADE ON THE COMMENCEMENT DATE BETWEEN:**

- (1) [Customer] ("Customer") a corporation registered in Qatar with registered principal office address at \_\_\_\_\_, Doha, Qatar; and
- (2) **Qatar National Broadband Network Company**, a company organized under the laws of Qatar with Commercial Registration No.49349, and trading as QNBN, with its principal place of business at Building No. 134640, Fareej Al-Nasser, Doha Express Way, PO. Box No. 28100, Doha Qatar (hereinafter referred to as "**QNBN**"); and  
  
(QNBN and Customer are hereinafter also referred to individually and collectively as a "**Party**" and "the **Parties**")

**BACKGROUND**

- (i) QNBN is licensed by the Regulatory Authority to build, operate and maintain a national passive fibre optic telecommunication network and to offer Products to Qualifying Persons.
- (ii) The Customer represents and warrants that the Customer has the requisite authorizations to fulfil its obligations and qualifies to receive and use the Products from QNBN under this Agreement, and has requested QNBN for the supply of the Products as a Retail Customer.
- (iii) The Products provided by QNBN may be subject to Tariffs, if so required under the applicable law.
- (iv) This Agreement sets out the terms and conditions under which Customer may acquire Products from QNBN on a retail basis.

**THE PARTIES AGREE AS FOLLOWS:**

1. PRELIMINARY

1.1 DEFINITIONS & INTERPRETATION

1.1.1 Capitalised words and expressions used in this Agreement are defined in Schedule 1 (Dictionary). Schedule 1 (Dictionary) also sets out the rules of interpretation which apply to this Agreement. Other terms and expressions defined and used in the other Schedules but not defined in Schedule 1 (Dictionary) shall for the purposes of this Agreement have the meaning given in such other Schedules.

1.2 WORDS AND EXPRESSIONS

1.2.1 Words and expressions used but not defined in this Agreement shall have the meaning ascribed in the Applicable Regulatory Framework.

1.3 STRUCTURE OF AGREEMENT

1.3.1 This Framework Agreement comprises:

- i. General Terms, comprising Clause 1 (Preliminary) to Clause 18 (Miscellaneous);
- ii. The Schedules:
  - (i) Schedule 1 (Definitions);
  - (ii) Additional Schedules as may be required.

1.3.2 Sub-Framework Agreement:

- iii. Each Product or a set of Products will be supplied/delivered by QNBN to the Customer subject to QNBN and the Customer entering into a Sub-Framework Agreement for such purpose;
- iv. Each Sub-Framework Agreement shall constitute a standalone and distinct contract between QNBN and the Customer;
- v. Each Sub-Framework Agreement shall contain the specific terms and conditions including products description, charges, payment, operational procedures, service levels, timelines etc. in respect of the relevant Product or Products;
- vi. All of the terms and conditions of this Agreement shall be deemed to apply to and incorporated into each Sub-Framework Agreement and each Sub-Framework Agreement shall be construed and interpreted in that context.

1.4 ORDER OF PRECEDENCE

- 1.4.1 Save where otherwise agreed by the Parties, if there is a conflict between any parts of this Agreement, the order of precedence to resolve the conflict is as follows:
- i. a Sub-Framework Agreement (Orders under a Sub-Framework Agreement (with a later-in-time Order in respect of a given Ordered Product prevailing over any inconsistent earlier Order for the same Ordered Product).
  - ii. General Terms of this Agreement;
  - iii. the remaining Schedules of this Agreement;

2. COMMENCEMENT AND DURATION

2.1 COMMENCEMENT DATE AND TERM OF AGREEMENT

- 2.1.1 This Agreement shall become effective on the Commencement Date and shall remain in force for five (5) years or until it is validly terminated in accordance with its terms, whichever occurs first ("**Term**").

2.1.2 This Agreement shall stand renewed at the expiry of the Term for another term of five (5) year(s) (the “Renewed term”) unless either party serves upon the other a written notice of its intention not to renew the Agreement at least one (1) year prior to the relevant expiry date of the Term or the Renewed Term, as the case may be.

2.2 COMMENCEMENT DATE AND DURATION FOR USE OF ORDERED PRODUCTS

2.2.1 The Customer's right to use each Ordered Product will commence on the Ready for Use Date for that Ordered Product as provided in the relevant Sub-Framework Agreement and subject to this Agreement will continue for the earlier of the term specified in the relevant Sub-Framework Agreement or the Term of this Agreement.

2.2.2 The term of any Product or Products shall commence from the Commercial Effective Date more particularly set out in the relevant Sub-Framework Agreement.

3. PRODUCTS

3.1 BASIC SCOPE

3.1.1 During the Term and in accordance with this Agreement and subject to signing of and terms and conditions of a Sub-Framework Agreement:

- i. the Customer may order one or more Products under the relevant Sub-Framework Agreement; and
- ii. in consideration of payment of the Charges, as agreed in the relevant Sub-Framework Agreement, QNB shall supply the Ordered Product(s) to the Customer.

3.1.2 Notwithstanding anything else contained in this Agreement, including the right granted to the Customer to use an Ordered Product, and unless otherwise provided in the relevant Sub-Framework Agreement, the proprietary ownership of and title in the QNB Network shall at all times remain with QNB (or its authorized third party agents) and nothing in this Agreement confers, or is intended to in any manner confer or transfer, ownership, title or other right or claim in the QNB Network to the Customer or any third party.

3.2 PRODUCT MODIFICATION

3.2.1 QNB may modify, upgrade or substitute the Products or features thereof or introduce new technology or new elements to the Products on offer under a Sub-Framework Agreement under this Agreement during the term of the relevant Sub-Framework Agreement.

3.3 PRODUCT WITHDRAWAL

3.3.1 QNB may withdraw from supply any Product or a component or feature thereof by giving at least twelve (12) months prior notice to Customer of the withdrawal, except for Ordered Products with a Prevalent Order Term of more than twelve (12) months in which case such longer term shall apply

3.3.2 QNB may, but is not obliged to, offer replacement or alternative products, services or solutions where a Product or a component or feature thereof is to be withdrawn and, if so, will reasonably assist Customer in planning and implementing a migration to replacement or alternative products or solutions that may be offered by QNB.

3.4 NETWORK MODIFICATION

3.4.1 For the avoidance of doubt, nothing in this Agreement shall prevent QNB from modifying, replacing, upgrading, re-routing, or reconfiguring the QNB Network or any part thereof in QNB's absolute discretion to the extent such QNB Network Modification does not result in a breach of the technical acceptance criteria as may be included in the Sub-Framework Agreement.

4. PROVISION OF PRODUCTS ON RETAIL BASIS / NON-EXCLUSIVITY

4.1 RETAIL ACCESS

4.1.1 The Parties agree and acknowledge that the ordering, provision and use of the Products under this Agreement and payment of the Charges shall be on a retail basis for the purpose of the Customer owning or operating Private Networks.

4.1.2 QNB agrees to supply the Products to the Customer on a retail basis in a non-discriminatory manner in accordance with and subject to the terms of this Agreement as well as the Applicable Regulatory Framework.

4.2 NON-EXCLUSIVITY

4.2.1 This Agreement does not create any exclusive rights for either Party in relation to the Products or otherwise. For the avoidance of doubt:

- i. nothing in this Agreement shall prevent, limit or restrict in any way whatsoever either Party from supplying any Products to any person by means of such Party's network; and
- ii. subject to the Parties' respective License obligations, and the provisions of Clause 4.1.2 above, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar or other products.

5. CHARGES

5.1 CHARGES

5.1.1 In consideration of QNBN's delivery of each Product the Customer shall pay to QNBN the Charges as provided in the relevant Sub-Framework Agreement under which such Products are delivered.

5.1.2 Payment by the Customer of the Charges shall constitute full and final payment for the relevant Ordered Products.

5.2 RECURRING CHARGES

5.2.1 The Customer's obligation to pay the Recurring Charges commences from the Ready for Use Date for each Ordered Product (whether or not Customer has used the Ordered Product by that date).

5.2.2 For each Ordered Product, the Recurring Charges apply until the disconnection date (if any).

5.2.3 If Customer discontinues an Ordered Product before the expiry of any applicable Minimum Order Term, then Customer must pay the applicable Break Fees to QNBN (except where any such discontinuation is a consequence of termination under Clause 8.10.1).

5.3 NON-RECURRING CHARGES

5.3.1 Customer's obligation to pay the Non-Recurring Charges accrues:

- i. on the date the relevant chargeable activity occurs or is performed by QNBN as more particularly described in the relevant Sub-Framework Agreement; and
- ii. regardless of any Order maturing into an Ordered Product (including due to cancellation or withdrawal of the Order by the Customer, except where cancellation or withdrawal is a consequence of a default of QNBN in performing its obligations under this Agreement).

5.4 CHARGES EXCLUSIVE OF VAT

5.4.1 The Charges and other amounts payable under this Agreement are exclusive of VAT.

5.4.2 If under Applicable Law VAT is or becomes payable on an Ordered Product and QNBN is required to invoice the VAT to the Customer, QNBN will be entitled to add the VAT to its invoices to the Customer and Customer is responsible for paying the VAT to QNBN without set off, demand or deduction at the same time and on the same terms as the Charges due under the same invoice.

5.5 OTHER CHARGING INCIDENTS

5.5.1 Notwithstanding anything to the contrary contained in this Agreement, QNBN reserves the right to withhold the processing of an Order or the continued supply of an Ordered Product where:

- i. if Charges are expressed, in or pursuant to this Agreement, to be estimates, until the Customer agrees to any adjustments to the estimates required by QNBN; or
- ii. where QNBN has to determine Charges payable on a one-time or case-by-case basis, until Customer pays or agrees to pay such Charges.

6. INVOICES AND PAYMENTS

6.1 INVOICING

6.1.1 In respect of each Billing Period, QNBN will invoice Customer for:

- i. all Charges incurred by or for the account of the Customer in the Billing Period; plus
- ii. all Charges incurred by or for the account of the Customer during any prior Billing Period that were not invoiced by QNBN; plus
- iii. any other amounts (such as late payment charges or Break Fees) payable by the Customer under this Agreement (including in respect of any prior Billing Period which were not invoiced); less
- iv. Billing will be done monthly, and the cut-off date for the computation of the bill is 27th of each month
- v. The first and last invoices shall be pro-rated based on the number of days chargeable for the month as per the respective Sub-Frame Agreement.

6.1.2 The amounts payable by the Customer under this Agreement that are set out in each invoice will be calculated by reference to data recorded by or on behalf of QNBN. Such data is deemed to be accurate evidence of Customer's obligation to pay such amounts, unless that data is found to be inaccurate in the determination of a Dispute.

6.1.3 Each invoice shall comply with the requirements of the relevant Sub-Framework Agreement and, without prejudice to the generality of the foregoing requirement:

- i. shall be addressed to the Customer's accounts payable department at the address notified to QNBN from time to time; and

- ii. shall contain sufficient information to reasonably enable Customer to identify the Orders, the Ordered Products or other chargeable activities to which the Charges and other amounts relate.

6.2 PAYMENT

- 6.2.1 Subject to Clause 7 (Billing Disputes), Customer must pay QNBN the full amount set out in each invoice, on or before the due date specified in the invoice no later than thirty (30) days after the receipt of the invoice (“**Due Date**”).
- 6.2.2 If QNBN issues an invoice to Customer electronically through the QNBN billing system, inclusive of email, then QNBN is deemed to have issued the invoice to Customer on the date on which QNBN receives confirmation from the QNBN billing system, inclusive of email, that the invoice has been sent to Customer.
- 6.2.3 Subject to Clause 7 (Billing Disputes), if Customer reasonably raises a Billing Dispute prior to the Due Date in accordance with the relevant processes set out in this Agreement or the relevant Sub-Framework Agreement, then:
  - i. Customer may withhold payment of the disputed amount identified in the Billing Dispute Notice until that Billing Dispute is resolved; and
  - ii. Customer must pay the undisputed amount set out in the invoice by the Due Date.
- 6.2.4 Each payment of an invoice by Customer must be:
  - i. paid in QAR (unless otherwise specified in the relevant Order);
  - ii. paid by electronic funds transfer directly to QNBN’s nominated bank account or by such other means agreed between the Parties;
  - iii. paid without any set-off, counter-claim, withholding or other deduction; and
  - iv. accompanied by sufficient information for QNBN to identify, process and properly allocate those invoice payments (in the absence whereof, QNBN shall be entitled to apply the payment on the principle of first in-first out).
- 6.2.5 Each invoice payment made by Customer will be treated as being received by QNBN when:
  - i. that payment is credited to QNBN’s nominated bank account; and

ii. QNBN receives a remittance advice from Customer that specifies the invoice or invoices in respect of which the payment has been made.

6.2.6 If an invoice payment made by Customer is dishonoured, then that payment shall be regarded as not having been received by QNBN until it is credited to QNBN's nominated account in free and clear funds, together with a reimbursement of any dishonour fees and charges that have been paid, or may be payable, by QNBN in respect of that dishonoured payment.

6.3 NON-PAYMENT

6.3.1 Customer is in material default if Customer does not pay the full amount set out in an invoice by the Due Date, except where it is entitled to withhold payment of that amount in accordance with Clause 6.2.3. QNBN may recover any amount due and unpaid by the Due Date as a debt due and payable immediately to QNBN.

6.3.2 Each of QNBN's rights under this Clause 6.3 is in addition to, and do not exclude or limit, its other rights or remedies under this Agreement or under Applicable Law.

6.3.3 Invoices not paid by the Customer by the Due Date will incur late payment charges (as specified below) from the fifteenth (15<sup>th</sup>) day after the Due Date until the day on which they are paid. Late payment charges will be calculated on the overdue amount of the invoice at two percent (2%) over Central Bank of Qatar base interest rate.

6.3.4 Each Party shall be responsible for paying its own bank charges.

6.4 TAXES

6.4.1 Subject to Clause 5.4 (Charges Exclusive of VAT), the Parties shall bear and pay all Taxes as required by the Applicable Laws that result from the implementation of this Agreement or the acquisition or supply of Products under this Agreement. If Customer is required under the Applicable Laws to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to QNBN, then unless such deduction or withholding is adjustable by QNBN against its final tax liability, Customer shall make such deduction or withholding as required and the amount payable to QNBN shall be increased by any such amount necessary to ensure that QNBN receives a net amount equal to the amount which QNBN would have received in the absence of any such deduction or withholding.

## 7. BILLING DISPUTES

### 7.1 INVOICE ERRORS

- 7.1.1 If the Customer discovers an error in an invoice issued by QNBN, it shall notify QNBN in accordance with the procedure set out in Clause 7.2 below. QNBN shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.
- 7.1.2 If QNBN has omitted or miscalculated Charges or other amounts due from Customer in an invoice, QNBN shall inform the Customer as soon as practicable and may issue an additional invoice or include or amend those Charges or other amounts in a later invoice, as long as QNBN is able to substantiate these Charges to the Customer and the additional invoice is issued or inclusion or amendment is made within twelve (12) months of the issuing date of the earlier erroneous invoice.
- 7.1.3 If the Customer makes an overpayment in error, it shall notify QNBN accordingly within thirty (30) calendar days of the date on which the overpayment was made with sufficient details for QNBN to be able to identify the overpayment. QNBN will investigate and if the Customer's claim is found to be legitimate, QNBN shall return or credit the amount overpaid by the Customer in QNBN's next invoice to the Customer following such investigation.
- 7.1.4 Notwithstanding any other provision in this Agreement, late payment charges shall not accrue or become payable in respect of sums added to an invoice in error. Any overpayment by the Customer with respect to any amount stated in the invoice shall be credited by QNBN, without late payment charges, to the Customer account after QNBN has completed its investigations and is satisfied as to the error or inaccuracy of that amount. For the avoidance of doubt, the Customer is not liable for any late payment charges for any sums that it underpaid owing to any omission or error in the invoice by QNBN.
- 7.1.5 The Parties acknowledge that invoices cannot be warranted as being free from errors.

### 7.2 PROCEDURES FOR BILLING DISPUTE NOTIFICATION

- 7.2.1 If the Customer wishes to dispute in good faith an invoice prepared by QNB (“**Billing Dispute**”), the Customer must notify QNB in writing (“**Billing Dispute Notice**”) within thirty (30) days after the date of that invoice (“**Billing Dispute Notification Period**”). Such notices must be sent to QNB’s Representative (or other QNB personnel if so provided in the relevant Sub-Framework Agreement) by fax or email. Without prejudice to Clause 7.1, the Customer shall be deemed to have accepted any invoice from QNB if no dispute is raised within the Billing Dispute Notification Period in respect thereof.
- 7.2.2 A Billing Dispute may only arise where the Customer has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- i. QNB’s electronic billing system is, or has been, defective or inaccurate in respect of the recording of the Ordered Products which are the subject of the dispute;
  - ii. there is, or has been, a discrepancy between the invoice in dispute and the records generated by the Customer’s billing system; or
  - iii. QNB has made some other error in respect of the recording or the calculation of the Charges or other amounts which are the subject of the dispute.
- 7.2.3 A Billing Dispute Notice given by the Customer under this Clause 7.2 must specify:
- i. the reasons for which the Customer disputes the invoice;
  - ii. the amount in dispute; and
  - iii. details required to identify the relevant invoice and Charges or other amounts in dispute including:
    - (i) the invoice reference number;
    - (ii) the invoice date; and
    - (iii) the invoice amount.
- 7.2.4 A Dispute relating to the amount or calculation of Service Credits in an invoice shall not constitute a Billing Dispute or be included in a Billing Dispute Notice, but may be raised as a Dispute other than a Billing Dispute and referred for resolution under Clause 17 (Dispute Resolution).
- 7.2.5 A Billing Dispute Notice which does not comply with the requirements of this Clause 7.2 shall not be deemed to be a valid Billing Dispute Notice and shall not operate to entitle the Customer to withhold the amount of the invoice pending the resolution of the Billing Dispute.

### 7.3 PROCEDURES FOR BILLING DISPUTE RESOLUTION

- 7.3.1 The Customer agrees to pay the undisputed portion of any invoice in accordance with the normal payment procedures. If the Billing Dispute is resolved against the Customer, the Customer shall be required to pay late payment charges at the rate specified in Clause 6.3.3 on the amount payable by the Customer from the Due Date.
- 7.3.2 Where the Customer paid the invoice in full while the Billing Dispute is in progress, QNBN is not required to pay late payment charges on any amount if the Billing Dispute is resolved against QNBN.
- 7.3.3 Where the Customer has paid an amount and subsequently notifies QNBN of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, QNBN is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Where the Billing Dispute is resolved against QNBN, QNBN is not required to pay late payment charges on any amount refunded.
- 7.3.4 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under Clause 7.2. A Party may request a joint investigation of invoice discrepancies after that Party has conducted comprehensive internal investigation, including an examination of its own billing system. The joint investigation may include the generation of sample test invoices.
- 7.3.5 If the Parties are unable to resolve any Billing Dispute within thirty (30) days (or such other period as the Parties may agree) from the date on which the Billing Dispute Notice is received by QNBN (“**Negotiation Period**”), either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- 7.3.6 Where the Parties fail to resolve the Billing Dispute within the Negotiation Period or any extension period granted under Clause 7.3.5, either Party may escalate the dispute to Senior Management (as described in Clause 7.3.7) by informing the other Party in writing (“**Billing Dispute Escalation Procedure**”).

- 7.3.7 The Customer may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this Clause 7.3.7 by notifying QNBN's Representative. Each of the Parties shall then appoint **Senior Management**, who has authority to settle the Billing Dispute, to have direct responsibility to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honoured.
- 7.3.8 The Senior Management may by agreement employ thirty-party assisted negotiation, neutral evaluation, expert adjudication or like methods of dispute resolution, in each case, however, of a confidential, non-binding nature and without prejudice to the right of either Party to refer the Billing Dispute to the process under Clause 14 if the Senior Management remains unable to resolve the Billing Dispute.
- 7.3.9 The Parties will bear their own costs for the resolution of Billing Disputes.
- 7.3.10 Once any Billing Dispute has been resolved to the Parties' satisfaction, any sum to be paid or repaid shall be paid immediately by the relevant Party.
- 7.3.11 If the Billing Dispute remains unresolved in whole or in part sixty (60) days (or a longer period agreed by the Parties) after referral to the Billing Dispute Escalation Procedure, either Party may refer the Billing Dispute for resolution as a Dispute under Clause 14 of the General Terms.
- 7.3.12 Except for circumstances requiring immediate injunctive relief, in which case the affected Party may seek recourse to a Court to the limited extent of seeking an injunctive order, each Party is bound to use the above Billing Dispute Resolution Procedures under Clauses 7.2 to 7.3.11 to the fullest extent before referring the Billing Dispute as a Dispute for resolution under Clause 14 of the General Terms.
- 7.3.13 Each party must continue to perform all its obligations under this Agreement despite the existence of a Billing Dispute.
- 7.3.14 If QNBN considers, acting reasonably, that Customer has raised, or is raising, Billing Disputes unreasonably or in bad faith, then QNBN's Representative will consult with Customer's Representative regarding QNBN's concerns with a view to resolving those concerns.
- 7.3.15 QNBN may suspend Customer's rights under Clause i to withhold payment of disputed amounts for a period of twelve (12) months if:

- i. Customer raises three (3) or more Billing Disputes in any six (6) month period; and
- ii. in at least three (3), and in any case more than half of those Billing Disputes raised by Customer during that six (6) month period, it is resolved that there was no error in the Charges or in the calculation of the amount of an invoice which was the subject of the Billing Dispute.

8. OPERATIONAL MATTERS

8.1 ORDERING PRODUCTS

- 8.1.1 The Parties shall follow the processes for forecasting, ordering and scheduling the provision of the Products in accordance with the relevant Sub-Framework Agreement.
- 8.1.2 QNBN shall not reject an Order for a Product which has been placed in accordance with and complies in all respects with the relevant Sub-Framework Agreement.

8.2 ACCEPTANCE

- 8.2.1 The supply of any Product is expressed subject to Acceptance by Customer strictly in accordance with the criteria provided in the relevant Sub-Framework Agreement.
- 8.2.2 Customer shall be responsible at its cost to conduct the Acceptance within the timeframes and in the manner stated in the relevant Sub-Framework Agreement.
- 8.2.3 The Ordered Product shall be deemed to have been accepted if Customer does not respond to QNBN within the timeframes specified in the relevant Sub-Framework Agreement with adequate particulars of non-conformance of the Ordered Product with the criteria for Acceptance.
- 8.2.4 Customer is not required to pay the Recurring Charges for an Ordered Product from the Ready for Use Date until the date the Ordered Product is Accepted or is deemed to have been Accepted, provided, QNBN may elect to defer the announcement of any Ordered Product as Ready for Use until any requisite testing for Acceptance has jointly been conducted by Customer and QNBN.
- 8.2.5 If QNBN disagrees with a notice by the Customer that the Ordered Product does not conform to the criteria for Acceptance, then the Parties will resolve the dispute in accordance with the process as may be prescribed in the Sub-Framework Agreement.

8.3 QNBN MAINTENANCE

- 8.3.1 QNBN may notify Customer of, schedule and perform Scheduled Maintenance on a recurring or non-recurring basis in accordance with the relevant Sub-Framework Agreement.
- 8.3.2 If any Scheduled Maintenance will, or is likely to, have a material adverse impact on the Customer (including where the Scheduled Maintenance is likely to affect the service), QNBN shall give notice of the nature of the Scheduled Maintenance to the Customer as defined in the Operations Manual of the relevant Sub-Framework agreement.
- 8.3.3 QNBN may notify Customer of, schedule and perform Un-Scheduled Maintenance in accordance with the QNBN Operations Manual in the relative sub-framework agreement.
- 8.3.4 A decision by QNBN to perform Scheduled and/or Un-Scheduled Maintenance cannot be disputed and QNBN is entitled to perform any maintenance despite the existence of any Dispute.
- 8.3.5 Customer must continue to pay all Charges and other amounts payable under this Agreement while any QNBN Maintenance is performed.
- 8.3.6 Customer agrees that, in order for QNBN to perform Scheduled and/or Un-Scheduled Maintenance, it may be necessary for QNBN to temporarily interrupt the supply of Products and such temporary interruptions will be regarded as Excused Outages. QNBN will use reasonable endeavours to minimise any disruption to the Customer and the Products caused by the investigation and/or repair of any Outage or fault.

8.4 NO PRODUCT RECONFIGURATION

- 8.4.1 The Customer shall not:
  - i. resell the Ordered Product;
  - ii. permit any third party to use the Ordered Product;
  - iii. reconfigure or alter the functional and technical features of the Product in downstream use.

8.5 CONTINUED SUPPLY AFTER EXPIRY OF MINIMUM ORDER TERM

- 8.5.1 Where QNBN's supply of an Ordered Product to Customer is subject to a Minimum Order Term, QNBN will continue to supply and invoice Customer for that Ordered Product following the expiry of its Minimum Order Term, unless Customer disconnects that Ordered Product in accordance with the relevant Sub-Framework Agreement or supply of that Ordered Product otherwise ceases pursuant to the terms of this Agreement.

8.6 GENERAL RESPONSIBILITIES

- 8.6.1 Each Party will obtain and maintain all necessary licenses and consents required to be maintained by it by the Government Authorities or the Applicable Law including the Telecommunications Law to meet its respective obligations under the terms of this Agreement.
- 8.6.2 QNBN will have sole responsibility for negotiating, executing and administering agreements and all other aspects related to the construction, operation, maintenance and repair of the QNBN Network.
- 8.6.3 QNBN, or such third party as QNBN may designate from time to time, will be entitled to undertake any operational testing or maintenance in accordance with the relevant Sub-Framework Agreement, provided that QNBN shall at all times be liable for the acts and omissions of such third party as if they were QNBN's own.

8.7 ACCESS AND USE OF FACILITIES

- 8.7.1 Subject to and in accordance with the terms of the relevant Sub-Framework Agreement, QNBN shall grant to the Customer, its employees, agents and contractors, rights of access to the Access Points where applicable:
- i. to install, retain, inspect, maintain, repair, renew, replace, upgrade, remove and/or use such Customer Equipment as necessary to enable the Customer's use of the Ordered Products; and
  - ii. to use shelters, poles, earth rods and other infrastructure only as expressly permitted in the relevant Sub-Framework Agreement or in an Order, to connect the Customer's Network located outside QNBN facilities or premises to the Customer Equipment located on specified QNBN premises, and;
  - iii. except as aforesaid, the Customer has no other right of access to the Access Points or to QNBN's sites, facilities, or premises.
- 8.7.2 All rights of access granted by QNBN to Customer are revocable licenses with duration coterminous with the duration of the relevant Ordered Product and any additional time required in accordance with the foregoing provisions to remove any Customer Equipment following termination or expiry of the relevant Ordered Product.

- 8.7.3 The Customer shall, and shall procure that its employees, agents and contractors, when accessing the Access Points or QNBN's sites, facilities or premises comply with such access, safety and security policies and procedures as may be set out in the relevant Sub-Framework Agreement or as may be notified by QNBN from time to time.
- 8.7.4 Neither Party, its sub-contractors or agents shall interfere with any of the other Party's Equipment located on QNBN's premises or BTR.
- 8.7.5 On the expiry or termination of a relevant Order, or this Agreement, QNBN will allow the Customer reasonable access to its premises to recover any applicable Customer Equipment in accordance with Clause 8.12.
- 8.7.6 Notwithstanding anything to the contrary herein contained, the ownership of the Customer Equipment shall remain with the Customer, or the respective third parties, and nothing in this Agreement confers or is intended to in any manner confer such ownership over Customer Equipment to QNBN or any other third parties.
- 8.7.7 The Customer grants to QNBN, its employees, agents and sub-contractors right of access on 24\*7\*365 basis to Customer premises, sites or facilities (which shall for the purposes hereof include the premises, sites or facilities of third parties in respect of which Customer has the right of access or where Customer Equipment sought to be connected, installed or repaired by QNBN is placed) for the purposes of delivery, installation, connection, inspection, modification, replacement, maintenance, repair, reinstatement, service or the performance of any other work on or in relation to QNBN Equipment used in connection with the Ordered Products or for the exercise of any of its rights or to perform any of its obligations under and in accordance with this Agreement. The supply or continued supply of Products by QNBN is conditional upon any requisite access rights to such premises, sites or facilities being granted by Customer as aforesaid. For the avoidance of doubt, the accrual of Charges shall not be suspended where any requisite right of access required by QNBN is not granted in a timely and proper manner by Customer.

8.8 SERVICE LEVELS & SERVICE CREDITS

- 8.8.1 The Services Levels (SLAs) provided in Annex [--] (SLAs & Service Credits) of this Agreement are standard SLAs committed by QNBN, as prescribed in the QNBN License. However, the Parties may, with mutual consent, agree to more stringent SLAs for each Product, which shall be specified in the relevant Sub-Framework Agreement.

8.8.2 For avoidance of doubt, the SLAs prescribed in Annex [---] shall be applicable only if there are no product-specific SLAs agreed between QNBN and the Customer for each Product availed by the Customer.

8.8.3 In case QNBN fails to achieve the required SLAs, as stipulated in this Agreement or the relevant Sub-Framework Agreement, as the case may be, QNBN shall then be liable to compensate the Customer as provided in Annex-[---] (SLAs & Service Credits).

8.9 TERMINATION BY QNBN

8.9.1 QNBN may immediately:

- i. terminate this Agreement; or,
- ii. at QNBN's sole option terminate a specific Sub-Framework Agreement and disconnect one or more Ordered Products under the relevant Sub-Framework Agreement, by notice in writing to the Customer if:
  - a) an Insolvency Event occurs in respect of the Customer;
  - b) Customer ceases to trade or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement);
  - c) the Customer ceases to be a Qualifying Person or its License is suspended or revoked; or
  - d) the Customer is in material breach of this Agreement, a Sub Framework Agreement or the terms of any Order/Ordered Product, which breach is incapable of remedy or which, if the breach is capable of remedy, has not been remedied for thirty (30) days after being served with written notice demanding correction of the breach.

8.9.2 In case of the Customer's failure to make payment for a Product under a Sub-Framework Agreement where more than one Products are being supplied by QNBN, QNBN may, instead of terminating the said Sub-Framework Agreement, immediately disconnect/cease to provide a Product by notice in writing to the Customer if the Customer fails to pay any invoice (or part thereof) that relates to the relevant Product together with accrued late payment charges levied in accordance with Clause 6.3.3 and continues to do so for a period of thirty (30) days after QNBN has by notice in writing demanded immediate payment.

8.9.3 Termination by QNBN of this Agreement or an Order/Ordered Product under Clause 8.8 shall not entitle the Customer to repayment of any amounts paid under this Agreement or the unused portion of any amounts paid in advance.

8.10 TERMINATION BY CUSTOMER

8.10.1 The Customer may terminate this Agreement and/or a Sub-Framework Agreement and/or any Order/Ordered Product (in each case in whole or in part) immediately by notice in writing to QNBN if:

- i. an Insolvency Event occurs in respect of QNBN;
- ii. QNBN ceases to trade or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement);
- iii. QNBN's License is lawfully revoked in accordance with the law or otherwise expires;
- iv. QNBN is in material breach of this Agreement or a Sub-Framework Agreement or an Order which is incapable of remedy or which, if the breach is capable of remedy, has not been remedied for thirty (30) days after being served with written notice demanding correction of the breach.

8.10.2 For the avoidance of doubt, where a material breach under Clause iv relates to one or more but not a substantial number of Orders/Ordered Products, Customer may terminate the impacted Orders but shall not terminate the Agreement or the relevant Sub-Framework Agreement.

8.10.3 Customer may also terminate any Order or Ordered Product at any time without reason or without cause on three (3) months' notice in writing to QNBN provided that, in the event of any such termination the Customer shall become immediately liable to pay the Break Fees for such terminated Order or Ordered Product.

8.11 TERMINATION BY EITHER PARTY

8.11.1 Either Party may terminate this Agreement or an Order/Ordered Product if directed by a Government Authority to cease to provide or allow the provision of the Products and that Party has given the other party a twelve (12) month written notice of such intent to terminate unless a shorter notice is required or such notice is not allowed by the Government Authority.

8.12 CONSEQUENCES OF TERMINATION

- 8.12.1 Upon termination or expiry of this Agreement (or a Sub-Framework Agreement or an Order/Ordered Product, as applicable) Customer remains liable to pay to QNBN:
- i. all Charges payable by Customer under this Agreement incurred by Customer:
    - a) that have been invoiced by QNBN and are due and payable;
    - b) that have been invoiced by QNBN but are not yet due and payable;
    - c) that have not yet been invoiced by QNBN; and
  - ii. any other amounts payable by Customer under this Agreement (including Break Fees, if any), up to and including the date of termination or any subsequent date up to which the Customer continues to use the relevant Products, which will become immediately due and payable to QNBN on the Due Date.
- 8.12.2 The Parties acknowledge and agree that each Order/Ordered Product is separate from each other Order/Ordered Product such that, unless the Party exercises its right of termination of the Agreement or Sub-Framework Agreement in terms provided hereinabove, if one Order or Ordered Product is terminated or expires this shall not of itself lead to the termination or expiry of any other Order/Ordered Product.
- 8.12.3 The Parties acknowledge and agree that a court order or intervention is not required for the purpose of validly terminating this Agreement in accordance with this Clause **Error! Reference source not found.**
- 8.12.4 Notwithstanding any other provision of this Agreement, termination or expiry of this Agreement (or the termination or expiry of any Order/Ordered Product) for whatever cause shall not prejudice or affect the rights of any Party (including in respect of any monies payable by one Party to another for any period before or after termination or expiry save where otherwise provided under this Agreement) that arose or accrued prior to, or which arise upon or as a consequence of, the termination or expiry, and such rights shall survive and continue in full force and effect.

8.12.5 Removal of Equipment

- i. Within sixty (60) days of termination or expiry of an Order/ Ordered Product for any reason, each party (the "**First Party**") shall at its own expense disconnect and remove from the other Party's (the "**Second Party**") premises any of the First Party's Equipment which was used on a dedicated basis in relation to the said Order/Ordered Product ("**Dedicated Equipment**") and the Second Party shall provide the First Party with reasonable access to its relevant premises for this purpose.
- ii. If the First Party, having been given access to the Second Party's relevant premises fails to remove any of its Dedicated Equipment from the Second Party's premises in accordance with sub-clause I above, then:
  - a) the Second Party may remove the Dedicated Equipment from the premises and store it and the First Party shall be responsible for the cost of such storage;
  - b) the Second Party will provide written notice to the First Party that the Dedicated Equipment is in storage and request collection of the Dedicated Equipment within sixty (60) days of the date of the notice;
  - c) if such Dedicated Equipment is not collected by the First Party after sixty (60) days in storage then, the Second Party may provide the First Party with a further sixty (60) days prior written notice of its intention to sell the Dedicated Equipment should the First Party fail to collect the Dedicated Equipment within the period; and
  - d) if the First Party fails to respond to the Second Party's notice or otherwise fails to collect the Dedicated Equipment within the notice period then, the Parties hereby agree that the First Party has forfeited any legal interest in the Dedicated Equipment and the Second Party may sell the Dedicated Equipment and keep all financial proceeds from that sale, which, by this Agreement, the Parties agree the Second Party may keep.

8.12.6 On termination or expiry of this Agreement:

- i. each Party shall immediately return to the other Party, at its own expense, all equipment, facilities, plant and other property of the other Party used under this Agreement in good working condition, fair wear and tear only excepted and permanently delete from all computer and/or electronic media all Confidential Information (including all copies thereof) belonging to the other Party; and

- ii. the provision and maintenance of Ordered Products (and any rights or entitlements ancillary thereto) under this Agreement shall immediately terminate; and
- iii. each Party shall provide the other Party (if requested by the other Party) with a certificate signed by the first Party's Contract Manager confirming that the first Party has not retained any Confidential Information belonging to the other Party.

8.12.7 Notwithstanding the termination or expiry of this Agreement for whatever cause the provisions of Clause 8.12 shall survive and continue in full force and effect.

8.12.8 Where one or more Orders/Ordered Products are terminated or expire, any Order/Ordered Product which has not expired or been terminated at that point shall continue in full force and effect until termination or expiry in accordance with the terms of this Agreement and the relevant Sub-Framework Agreement.

## 9. UNDERTAKINGS AND WARRANTIES

### 9.1 MUTUAL GENERAL UNDERTAKINGS

9.1.1 Each Party undertakes and agrees with the other Party that, at all times during the Term, it will:

- i. act conscientiously and in good faith towards the other Party and, subject to the terms of this Agreement, provide assistance and co-operation as reasonably practicable on request by the other Party;
- ii. keep the other Party reasonably informed of matters affecting the Ordered Products and its activities concerning the Ordered Products relevant to the performance of this Agreement; and
- iii. comply with all Applicable Laws in performing its obligations under this Agreement.

### 9.2 WARRANTIES

9.2.1 Each Party warrants to the other Party that:

- i. it is duly and properly established under the laws of Qatar;
- ii. it has the full capacity and authority and all necessary licenses, permits and consents to perform its obligations under and in the manner contemplated by this Agreement;
- iii. this Agreement is executed by its duly authorised signatory;
- iv. this Agreement constitutes valid, binding and enforceable obligations on it in accordance with the terms of this Agreement;

- v. the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement will not:
  - a) result in a breach of any provision of its constitutional documents; or
  - b) result in a breach of any order, judgment or decree of any court of governmental agency to which it is a party or by which it is bound;
- vi. the other Party may rely on all information supplied to it by the supplying Party as being true and accurate and without need for further verification;
- vii. the supply or use of the Products shall not at any point during the Term result in a breach of any third party's Intellectual Property Rights; and
- viii. to its knowledge there are no pending or threatened actions, suits, claims, condemnations or other proceedings which would materially and adversely affect its ability to supply or use an Ordered Product or to enter into this Agreement and perform its obligations hereunder.

9.2.2 The Customer acknowledges that QNB cannot guarantee, and nor is it liable for, the security of information transmitted using an Ordered Product, and that QNB does not warrant that the Ordered Products will be uninterrupted or defect or error-free.

## 10. LIABILITY AND INDEMNITY

### 10.1 LIABILITY

10.1.1 Unless otherwise provided under this Agreement, this Clause 10 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.

10.1.2 Subject to Clause 10.1.4, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:

- i. any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or

- ii. any other consequential or indirect liability, loss or damage, suffered by the other Party and arising from or in connection with this Agreement.
- 10.1.3 Subject to Clause 10.1.2, if a Party (**Breach Party**) is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay monies in the ordinary course of business), or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), the Breach Party's liability to the other Party shall be limited to the total charges paid or payable by the Customer (which total shall for the avoidance of doubt include any charges payable for any Products under a prior agreement which are transitioned to an Ordered Product under this Agreement in accordance with the provisions of Clause 18.3) during the twelve (12) months prior to the event giving rise to the liability for any one event or series of connected events.
  - 10.1.4 Neither Party excludes or restricts its liability for death, personal injury, fraud or fraudulent misrepresentation.
  - 10.1.5 Each Party (**Indemnifying Party**) must indemnify and keep indemnified the other Party (**Indemnified Party**), its employees and agents against any loss which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a third party relating to the Indemnified Party's supply or use of a Product to or by the Indemnifying Party, other than to the extent that it is the result of a negligent, wilful or reckless breach of this Agreement by the Indemnified Party.
  - 10.1.6 Subject to Clause 10.1.4, neither Party will be liable to the other Party to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of this Agreement by a third party to whom the other Party provides a telecommunication service under a contract, where that liability could legally have been excluded.
  - 10.1.7 Each provision of this Clause 10 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

## 11. INSURANCE

### 11.1 DUTY TO TAKE OUT INSURANCE

- 11.1.1 Each Party shall during the Term take out and maintain at its own cost and expense adequate valid and enforceable:

- i. property insurance on replacement cost basis covering that Party's property (including equipment and other property installed at the other Party's premises);
  - ii. public liability insurance covering personal injury or death to persons, caused by that Party's negligence or breach of this Agreement, or caused by the negligence of its staff, employees, subcontractors or customers;
  - iii. workmen compensation and employer's liability insurance to cover that Party's liabilities towards its employees under the Applicable Laws; and
  - iv. liability insurance in respect of any product (equipment and other goods) liability, to cover that Party's liabilities for death or personal injury to any person including an employee of the other Party as a result of any defective equipment or goods of that Party.
- 11.1.2 An insurance policy obtained by a Party generally for its other businesses which also extends to any insured risks occurring in the course of performance of this Agreement shall satisfy the requirements of Clause 11.1.1.
- 11.1.3 Without limitation to the foregoing provisions of this Clause, the minimum amount of such insurance shall be no less than QR One (1) million. Each Party will provide evidence of the insurance policy or policies taken out in compliance with Clause 11.1.1 promptly on request from the other Party.

## 12. CONTRACT GOVERNANCE

### 12.1 CONTRACT MANAGER

- 12.1.1 Each Party shall appoint an Authorised Representative ("QNBN Representative" and "Customer Representative", as applicable) who shall have overall responsibility for the day-to-day management of this Agreement.
- 12.1.2 Each Party shall inform the other Party the name and contact details of its Representative in writing within fourteen (14) days of the Commencement Date.
- 12.1.3 No change to a Party's Representative shall be effective until the other Party has been notified of the change.

12.1.4 The Parties shall ensure that their respective Representatives diligently manage this Agreement and provide reasonable assistance to the other Party sufficient for the effective management of this Agreement. At the very least, the Parties shall meet on a monthly basis to review matters of mutual benefit including, but not limited to, forecasts, Service Levels, invoice discrepancies and other matters agreed to by the Parties.

13. FORCE MAJEURE

13.1 FORCE MAJEURE EVENTS

13.1.1 If a Party is prevented or delayed in the performance of any obligations under this Agreement by a Force Majeure Event, that affected Party shall not be in breach of this Agreement or liable for any failure or delay in performance of any obligations under this Agreement to the extent they are prevented by the Force Majeure Event provided that as soon as reasonably practicable but in any event within three (03) Business Day of the affected Party becoming aware of the Force Majeure Event, the affected Party shall give notice of such Force Majeure Event to the other Party.

13.1.2 If a Party gives a notice under Clause 13.1.1, such notice must specify the nature and extent of the Force Majeure Event causing its failure or delay in performance, the anticipated length of the failure or delay, the cause of the failure or delay and a timetable by which any reasonable mitigating or remedial measures will be implemented.

13.1.3 The Party affected by a Force Majeure Event shall use reasonable endeavours to avoid, minimize and mitigate the effects of the Force Majeure Event.

13.1.4 Where a Force Majeure Event occurs and an affected Party gives the other Party a notice pursuant to Clause 13.1.1, the corresponding obligations of the other Party will be suspended to the same extent as those of the notifying Party first affected by the Force Majeure Event.

13.1.5 Upon the cessation of the Force Majeure Event, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume its performance of the obligations which were affected.

13.1.6 For the duration of a Force Majeure Event, each Party must continue to perform all obligations that they are able to perform despite the Force Majeure Event.

13.1.7 Customer shall continue to pay the Charges to the extent that a Force Majeure Event has not prevented or materially or substantially impacted the use of the Ordered Products by the Customer.

13.1.8 If a Force Majeure Event results, in part or all of an Ordered Product being suspended or provided to a level of negligible value to the Customer, the Customer shall be entitled to suspend the relevant Ordered Product.

13.2 RIGHT TO TERMINATE

13.2.1 If a Force Majeure Event prevails for a continuous period of more than one hundred and twenty (120) days from the date of notification under Clause 13.1.1, the Party not claiming the benefit of such Clause may:

- i. terminate any Ordered Product to the extent that the Force Majeure Event has prevented or delayed the performance of the other Party's obligations in respect of the relevant Ordered Product; or
- ii. to the extent that the Force Majeure Event has prevented or delayed the performance of the other Party's obligations in respect of this Agreement as a whole or a substantial part thereof, terminate this Agreement with immediate effect by giving written notice to the other Party.

13.2.2 If this Agreement is terminated pursuant to Clause 13.2, such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring before this termination.

14. DISPUTE RESOLUTION

14.1 BILLING DISPUTES

14.1.1 Any Billing Dispute shall in the first instance be referred for resolution in accordance with Clause 7 and the remaining provisions of this Clause 14 shall apply where the Billing Dispute remains unresolved under Clause 7.

14.2 AMICABLE SETTLEMENT

14.2.1 It is the intention of the Parties to settle amicably any dispute or difference between the Parties arising out of or relating to this Agreement, including the formation, performance, interpretation, nullification, termination or invalidation of this Agreement ("**Dispute**"), by conference and negotiations.

14.3 DISPUTE RESOLUTION

14.3.1 In the event that the Parties are unable to resolve any Dispute arising out of this Agreement, QNB and the Customer agree to resolve the Dispute as follows:

- i. The Dispute shall promptly be referred for resolution to the Representatives of the Customer and QNB. If the Representatives are not able to resolve the Dispute within ten (10) Business Days of the date of referral, the Dispute shall be referred by the Contract Managers to the chief executive officers (CEO) of each respective Party (or a tier one senior manager designated by the CEO). The CEOs may by mutual agreement use assisted mediation or deadlock resolution assistance by an internationally accredited mediation service provider operating in Qatar.
  - ii. If a matter is not resolved by the CEOs (or their senior delegates) within ten (10) Business Days of the date of referral from the Representatives, either Party may refer the Dispute to the Regulatory Authority for resolution in accordance with the relevant provisions of the Applicable Regulatory Framework then in force.
- 14.3.2 Notwithstanding a Dispute arising pursuant to this Agreement, the Parties shall continue to comply with their obligations and be bound by the provisions of this Agreement. The Parties agree that a decision of the Regulatory Authority is final and binding. Any appeal to the relevant appellate forum (as applicable) shall not obviate the bind nature of a decision of the Regulatory Authority unless the relevant appellate forum suspends the operation of the decision until the final disposition of the appeal.
- 14.3.3 Nothing in this Clause shall prevent either of the Parties from applying to any competent court in Qatar for injunctive, or any other form of pre-emptory relief, in order to urgently protect their valid interests.

## 15. INTELLECTUAL PROPERTY RIGHTS

### 15.1 INTELLECTUAL PROPERTY RIGHTS

- 15.1.1 Each Party and/or its third-party licensors retain ownership of any Intellectual Property Rights (IPR) created by it and/or its third-party licensors.
- 15.1.2 Each Party is responsible for obtaining the requisite licenses to any Intellectual Property Rights required by such Party for the supply or use of the Products.

### 15.2 PARTIES' OBLIGATIONS

- 15.2.1 QNBN represents that the use of the Products pursuant to the terms of this Agreement by the Customer entails the requisite IPR licenses or permissions to use the Products. Customer is responsible for obtaining any Intellectual Property Rights required for connection and use of the Customer's Equipment with the Ordered Products. For the avoidance of doubt, nothing in this Agreement shall vest in or confer on the Customer any patent or any other right or licence in the Intellectual Property Rights arising from or relating to any apparatus, system or method used by QNBN in connection with the use of the Product except as may be needed to use the Products.
- 15.2.2 Neither Party will, nor will they permit any other person to, use or otherwise deal with the other Party's trademarks, trade names or logos (registered or, by virtue of first use, capable of being registered) without the other Party's prior written consent.
- 15.2.3 Neither Party will at any time take any steps in relation to the use of the other Party's registered trademarks, trade names or logos (whether or not registered) which would bring the reputation or goodwill of the other Party or its products or services into disrepute.

16. CONFIDENTIALITY

16.1 MUTUAL GENERAL OBLIGATIONS

16.1.1. During the Term and for a period of five (5) years after termination or expiry of this Agreement each Party shall keep the other Party's Confidential Information confidential.

16.1.2. Neither Party shall use the other Party's Confidential Information for any purpose other than for the obligations under this Agreement.

16.2 DISCLOSURE OF CONFIDENTIAL INFORMATION

16.2.1 Each Party acknowledges and agrees that it shall not disclose the Confidential Information provided to it by the other Party to any person other than those of its employees, directors or advisers who need to know the Confidential Information for the purposes of this Agreement ("**Recipient**") and shall procure that each Recipient is made aware of and complies with its obligations of confidentiality under this Agreement as if that Recipient was a Party.

16.2.2 This Clause 16 does not apply to Confidential Information which:

- i. is in or comes into the public domain other than by breach of this Agreement or of any obligation of confidence owed under this Agreement;

- ii. the receiving Party can prove it knew of, prior to its disclosure by the disclosing Party;
- iii. was subsequently disclosed to the receiving Party lawfully by a third party who did not acquire the information under an obligation of confidentiality;
- iv. is independently developed by or for the receiving Party at any time by persons who have had no access to or knowledge of the said information; or
- v. is required to be disclosed to effect any initial public offering or listing of shares in either Party.

16.2.3 Notwithstanding the foregoing but subject to Clause 16.2.4, each Party shall be entitled to make any disclosure required by any Applicable Laws or by any order of a court or tribunal of competent jurisdiction.

16.2.4 Save where giving notice to the other Party is prohibited by Applicable Laws, the Recipient shall give the other Party as much notice as practicable of any disclosure required under Clause 16.2.3 and, where notice of disclosure is not prohibited and is given in accordance with this Clause 16.2.4, shall take into account the reasonable requests and/or comments of the other Party in relation to the content of such disclosure.

### 16.3 SUBCONTRACTORS

16.3.1 Each Party acknowledges and agrees that:

- i. the provisions of this Clause 16 must be strictly adhered to by any of its subcontractors in respect of any Confidential Information of the other Party; and
- ii. any breach by such subcontractor of these provisions shall be deemed to be such Party's breach of these provisions.

## 17. DATA PROTECTION

### 17.1 UNDERTAKING

17.1.1 Each Party warrants and undertakes in respect of all personal and financial data received from the other Party ("**Data**"), that it processes for the purposes of fulfilling its obligations, that at all times it shall:

- i. store, handle and process any Data with reasonable care and in accordance with Applicable law;
- ii. treat the Data as Confidential Information and it shall only process such Data for the purposes of fulfilling its obligations under this Agreement;

- iii. maintain and shall continue to maintain all reasonable and appropriate technical and organizational security measures to protect such Data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access;
- iv. not itself exercise control, nor shall it transfer, or purport to transfer, control of such Data to a third party, except as it may be specifically instructed to do so by the other Party and except as may reasonably be required for the performance of this Agreement; and
- v. at any time that a Party requires specific policies for the handling of Data, it may so request the other Party where upon the Parties shall discuss in good faith to agree a Data protection policy applicable for the purposes of this Agreement.

17.2 DESTRUCTION OR RETURN OF DATA

- 17.2.1 Upon termination or expiry of this Agreement, the Data shall, except to the extent required under Applicable Law, any legal proceedings or for the purposes of fully concluding and settling the consequences of termination or expiry, be destroyed or returned to the other Party, along with any medium or document containing personal data.

18. MISCELLANEOUS

18.1 ASSIGNMENT

- 18.1.1 Neither Party shall assign sell, sub-lease, sub-license, transfer or otherwise dispose of any of its rights or obligations under this Agreement or subcontract the performance of any of its obligations under this Agreement without prior written consent of the other (that consent not to be unreasonably withheld or delayed). The use of sub-contractors or managed services providers by QNBN to perform its obligations under this Agreement shall not constitute an assignment, transfer or other dealing as aforesaid, provided, QNBN shall remain primarily responsible to the Customer in respect of this Agreement.

18.2 ENTIRE AGREEMENT

- 18.2.1 This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous agreements, discussions, correspondence, negotiations, arrangements and understandings between them relating to its subject matter.

18.2.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18.3 TRANSITION

18.3.1 Any prior agreement relating to the matters which are the subject of this Agreement shall be void and have no further operation or effect on and from the Commencement Date.

18.4 NOTICE

18.4.1 Any notice or other communication given under this Agreement shall be in writing and shall be deemed to have been duly given or served by the Parties if by hand (including courier) in which case it will be deemed received when delivered or by courier it will be deemed received on the third (3rd) Business Day after posting if addressed as follows (or as from time to time changed with notice in writing to the other Party):-

**QNB:** For the attention of the Chief Commercial Officer and copied to the Chief Legal Officer/ Legal Affairs Director

Address: Building No. 134640, Fareej Al-Nasser, Doha Express Way, Doha, P.O. Box 28100, Doha Qatar.:

**Customer:**

For the attention of (and copied to):

[CUSTOMER]

18.4.2 Notices sent by electronic mail shall only be accepted where agreed between the Parties in writing (for operational matters) always provided transmission has been successful.

18.4.3 This Clause 18.4 does not apply to the service of any proceedings or other documents in any legal action, for which service must conform to the relevant legal rules and court directions relating to any such proceedings.

18.5 NO THIRD-PARTY RIGHTS

18.5.1 A person who is not a Party to this Agreement shall not have any rights to enforce any term of this Agreement. Each Party warrants and undertakes to the other Party that the rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a Party to this Agreement.

18.6 SEVERANCE

18.6.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.7 RELEASES AND WAIVERS

18.7.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

18.8 NATURE OF RELATIONSHIP

18.8.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18.9 COUNTERPARTS

18.9.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

18.10 CUMULATIVE REMEDIES

18.10.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18.11 ANTI-CORRUPTION

18.11.1 Each Party shall:

- i. comply with all Applicable Laws in relation to anti-bribery and anti-corruption including, without limitation the Law No. (20) of Year 2019 on Combating Money Laundering and Terrorism Financing and the Criminal Code (“**Relevant Requirements**”);

- ii. have and maintain in place throughout the Term of this Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- iii. promptly report any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

18.12 AMENDMENT

18.12.1 No amendment to this Agreement shall be valid or effective unless made in writing and signed by each Party's duly authorised signatory, provided that, any agreed modification to the relevant Sub-Framework Agreement may be made in writing and signed by the Parties' Representatives where specifically required for ease of operational process and operational objectives without the need for a formal amendment to this Agreement.

18.13 REVIEW OF AGREEMENT

18.13.1 The Parties agree that either Party shall be entitled at any time during the Term (and even in circumstances where that Party has already initiated a review during that year) to seek a review of the terms of the Agreement by issuing written notice to the other Party upon the occurrence of a Regulatory Event, which that Party reasonably believes has a material impact on its ability to perform its obligations under this Agreement or where amendment to the Agreement is required to meet the requirements of any such Regulatory Event. Both Parties agree to negotiate in good faith to determine the most appropriate manner of resolving the particular issue. If the Parties cannot reach agreement within sixty (60) days (or later date agreed by the Parties) of the date of the written notice requesting the review, the issue shall be subject to resolution in accordance with Clause 14 (Dispute Resolution). For the avoidance of doubt, the Parties agree that notwithstanding service of such a notice, this Agreement shall remain in full force and effect.

18.14 SUCCESSORS AND ASSIGNS

18.14.1 This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

18.15 GOVERNING LAW AND JURISDICTION

18.15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Qatar.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

**For and on behalf of QBNB**

**For and on behalf of [Customer]**

\_\_\_\_\_  
Signature:

Title: **Chief Executive Officer**

Date:

**Witness**

\_\_\_\_\_  
Signature:

Name:

\_\_\_\_\_  
Signature:

Title:

Date:

**Witness**

\_\_\_\_\_  
Signature:

Name: