

# application form

## M2M Control Center Service



Proposal Reference#: ..... Date: .....

### Welcome to e&.

This Application Form is subject to the following Service Specific Terms: General terms and conditions, M2M Control Center Service terms and conditions, attached to this Application Form, which is published and updated from time to time on Etisalat's website etisalat.ae

### A – Company Details

<b>Company Information (UAE office)</b>	
Name of the Company:	
Billing Address in the UAE:	
<b>Company Contact Details in the UAE</b>	
Name of the Person (Authorised Person):	Title/Position of the Person:
Telephone No.:	
<b>Technical Contact Details in the UAE</b>	
Name of the Administrator/Support Person:	Title/Position:
Mobile No.:	Office Telephone No.:
Email Address:	

### B – M2M Control Center

<b>Control Center Admin User Details</b>	
Name:	Title:
Mobile No.:	Office Telephone No.:
Email Address:	
<b>Account Type</b>	
<input type="checkbox"/> Lite <input type="checkbox"/> Essential <input type="checkbox"/> Advantage	
Industry vertical:	

### C – M2M Order Request

<b>Section1: M2M Trial Kit</b>			
Developer Kit:			
<input type="checkbox"/>	3G/4G Dev Kit	<input type="checkbox"/>	LTE-M Dev Kit
<input type="checkbox"/>	NBIOT Dev Kit	<input type="checkbox"/>	Other .....
<b>Section 2: M2M Commercial Network Type</b>			
<input type="checkbox"/>	3G/4G	<input type="checkbox"/>	LTE-M
<input type="checkbox"/>	NBIOT	<input type="checkbox"/>	5G NSA (use case approval)
<b>Section 3: M2M Commercial Service (Services required to be available on the SIM cards)</b>			
<input type="checkbox"/>	Data Only	<input type="checkbox"/>	Data and SMS
<input type="checkbox"/>	Data and Voice*	<input type="checkbox"/>	Data, SMS and Voice*

\*Voice will be limited to emergency call services or limited voice services.

#### Section 4: Coverage

<input type="checkbox"/>	United Arab Emirates	<input type="checkbox"/>	UAE & GCC Roaming
<input type="checkbox"/>	UAE & Global Roaming		

#### Section 5: M2M Service Package

<input type="checkbox"/>	New Fixed Shared Pool	GB	<input type="checkbox"/>	New Flexible Pool (Per SIM Plan)	MB	GB
<input type="checkbox"/>	Upgrade Fixed Shared Plan	GB	<input type="checkbox"/>	Upgrade Flexible Pool (Per SIM Plan)	MB	GB

#### Section 6: M2M SIM Cards

<input type="checkbox"/>	No. of SIMs:				
SIM Type (Please select the type of SIM):					
<input type="checkbox"/>	Trio	<input type="checkbox"/>	eSIM (Profile Only)		
<input type="checkbox"/>	MFF2 (Embedded SIM)	<input type="checkbox"/>	Other SIM Type		

#### Section 7: Access Point Name (APN)

<input type="checkbox"/>	Shared Internet APN _____	<input type="checkbox"/>	Dedicated Private APN _____
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\*If new APN, please fill out the Service Inquiry Form

#### D - Add-On

HardCap (A cap applied on the data pool):			
<input type="checkbox"/>	Apply HardCap	<input type="checkbox"/>	Do not apply HardCap*

\*Out-Of-Bundle Charges will be applicable

#### E - Required Documentations

- 1) Power of Attorney of the signing person
- 2) Original valid Emirates ID card issued by the UAE's Emirates Identity Authority
- 3) For UAE and GCC nationals: Valid passport or Emirates ID card (for UAE nationals) or GCC national ID (for GCC nationals)  
For non-UAE and GCC nationals: Valid passport and valid UAE visa or residency with unified number issued by the UAE Ministry of Interior
- 4) Trade License
- 5) Biometrics

# Terms and Conditions

## M2M Control Center Service

### 1. INTRODUCTION

These service specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the M2M Control Center Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

### 2. DEFINITIONS

- (a) "Agreement" means the entire contractual arrangement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means the person/ entity who purchases or subscribes to the Service.
- (c) "Etisalat" means Emirates Telecommunications Group Company P.J.S.C.
- (d) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services, which are published on Etisalat's website and are available through the other communications channels referred to in Clause 35 of the General T&Cs (Business).
- (e) "Minimum Term" has the meaning given to it in Clause 4(b).
- (f) "Service" means M2M Control Center Service, as described in more details in Clause 3.

### 3. SERVICE DESCRIPTION

The Service comprises of the following (i) essential and (ii) optional features:

- (i) Essential Features
  - (a) M2M Control Center Service involves access to and the use by the Customer of Etisalat platform for management of connectivity based on the SIM management platform provided by Cisco Systems, as updated from time to time and made commercially available to Etisalat customers. The Service includes web-based access for customers, standard documentation and online and telephone support, as well as web based access for the Customer's personnel in order to create and manage accounts.
  - (b) The Service includes provision of 2G, 3G and 4G mobile data connectivity services, as well as data connectivity services based on alternative cellular technologies such as, without limitation, NB-IoT (Narrow Band IoT) and LTE-M. Etisalat reserves all rights as to the use of a particular technology or network to deliver such data connectivity services.
  - (c) The Service further includes 24x7 Network Operation Center providing operational support to Customers to ensure that the Service is delivered as per the terms of the Agreement.
- (ii) Optional Features
 

The Customer may subscribe and avail themselves the following additional optional features of the Service that will be charged separately based on a price list to be provided to the Customer at the time of subscription (as may be amended from time to time by Etisalat):

  - (a) Incoming and outgoing SMS services.
  - (b) Specific incoming and outgoing voice services limited to calls to/ from emergency assistance (including the specific emergency calling features used by the Customer).
  - (c) Additional optional services may include provision of a private Access Point Name ("APN") and backhauling to sub-networks. With the private APN, additional sub-services such as whitelisting and blacklisting domains, subnets, IPs and assigning private and public static IPs, may be offered (further details to be provided by the Etisalat account manager for the Customer).
  - (d) Managed Services also can be offered and include Managed Hard-Cap of M2M Accounts (further details to be provided by the Etisalat account manager for the Customer).

### 4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat ("Effective Date").
- (b) The Agreement has no minimum term.

### 5. CUSTOMER OBLIGATIONS & RESTRICTIONS

- Customer shall:
- (a) Provide all workstations, data services and network connectivity required for it to access and use the Service with the Customer's devices and applications, including compliance with the security, registration, access, and use requirements imposed by Etisalat or required by the Service.
  - (b) Prevent unauthorized access to, or use of, the Service, and will notify Etisalat promptly of any such unauthorized access or use of.
  - (c) Be responsible for provision of the technical support to its users.
  - (d) Comply with all applicable law in using the Service, including securing any approvals/licenses or permissions for of any use, in connection with the Service, of any device or application in its intended geography of operation and being compliant with all relevant standards.

### 6. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer in accordance with these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

### 7. CHARGES, BILLING & PAYMENT

Please see Clause 12 of the General T&Cs (Business) for the charges, billing and payment provisions that apply to the Service.

### 8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payments and deposits provisions that apply to the Service.

### 9. PROPRIETARY RIGHTS

This is a contract for services, not a software license. All "Technology" (as defined below) associated with the Service will be installed, accessed and maintained only by or for the Customer for use solely in connection with the Service and no separate license is granted thereto. The Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software, SIM Cards, data and documentation related to the Service (individually and collectively referred to as "Technology"); (b) modify, translate, or create derivative works based on the Service or Technology; (c) copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Technology; or (d) use the Service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized Users of Customer; or remove any proprietary notices or labels with respect to the Service. Customer will not use the Service or Technology or access to them in order to: (a) Build a competitive product or service, (b) Build a product or service using similar ideas, features, functions or graphics of the Service, or (c) Copy any ideas, features, functions or graphics of the Service. All rights not expressly conferred are reserved.

### 10. SECURITY

- (a) Customer shall ensure that users will not violate or attempt to violate the security of the Service, including, without limitation:
  - (i) accessing data not intended for such user or logging into a server or account which such user is not authorized to access;
  - (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

- (iii) attempting to interfere with, disrupt or disable Service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing";
- (iv) Forging any TCP/IP packet header or any part of the header information in any email;
- (v) Taking any action in order to obtain services to which such user is not entitled; or
- (vi) Sending any virus, worm, Trojan horse or other harmful code or attachment.
- (b) Violations of system or network security may result in civil or criminal liability.
- (c) Etisalat reserves the right to monitor the Service at any and all times to facilitate compliance with these usage requirements and restrictions but is not obligated to do so.
- (d) Customer shall ensure that each Customer's user consents to the processing of information is necessary to provide the Service at Etisalat data centres in the United Arab Emirates.

### 11. TRANSITIONAL USE

Following the Termination of the Agreement, at the Customer's choice and with reasonable notice to Etisalat, Etisalat may continue, at Etisalat's sole and absolute discretion, to make the Service available to the Customer for up to one (1) year, while the Customer transitions to other services, provided that the Customer pays all Charges due or payable and continues to fully comply with the terms of the Agreement.

### 12. SOFTWARE LICENSE

- 12.1 Notwithstanding anything to the contrary in this Agreement, Customer hereby acknowledges and accepts that, if Etisalat provided a third party software ("third party software") to the Customer in accordance with the terms of this agreement, then Etisalat shall act as a reseller of such third party software. Customer hereby undertakes and accepts to enter into this agreement directly with Etisalat to acquire the right to use the third party software.
- 12.2 The Customer also acknowledges and accepts to allow Etisalat to perform its obligations under the Agreement for the provisioning of the Service and to indemnify and keep Etisalat fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with the third party software, and for any act, omission or breach of the Customer, in connection with the third party software and the term of use of the licensed third party software.

### 13. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

Please see Clause 18 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

### 14. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, Customer must give Etisalat 30 day's prior written notice.
- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice by Etisalat, it may take up to 30 days to terminate the Customer's account.
- (c) If the Customer elects to terminate the Service, the Customer shall be liable to pay any and all Charges due until the date of the termination of the Service.

### 15. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service, including these Service Specific Terms and the General T&Cs (Business), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 35 of the General T&Cs (Business).

### 16. VAT

Please see Clause 14 of the General T&Cs (Business) for the provisions governing Value Added Tax that apply to the Service.

By signing this Application Form, the customer is entering into or extending its existing agreement with Etisalat. The Parties agree to be bound by this Application Form, the current General Terms and Conditions published on Etisalat's website (etisalat.ae), any Service Specific Terms and other Schedules attached hereto.

Signature of Applicant	Company Stamp
Full Name of Applicant:	
Position in the Company:	Date:

## For Official Use Only:

Issuing Etisalat Representative:

Title:

Contact Details:

Date: