



**Branch no. 2**

Address: .....

Name of the person (Authorised person): .....

Title/Position of the person: .....

Mobile no.: ..... Office no.: .....

Fax no.: ..... Email: .....

**F. Packages****a. Managed IPConnect packages**

Port bandwidth: .....

CoS type:  Silver  Gold  Platinum  Multi cast

CoS Bandwidth:

Connection type:  Layer 2  Layer 3

Customer IP Address: .....

Subnet Mask: .....

Backup solution:  Yes  NoSLA:  Yes  NoJumbo MTU Size:  Yes  NoExpedite Provisioning:  Yes  No**b. Managed XpressConnect packages**

Path bandwidth: .....

CoS type:  Essential  PlatinumBackup solution:  Yes  NoMulti cast:  Yes  No

Multi cast bandwidth:

SLA:  Yes  NoJumbo MTU Size:  Yes  NoExpedite Provisioning:  Yes  NoQ in Q:  Yes  No**c. Managed ProConnect packages**

Port bandwidth: .....

Backup solution:  Yes  NoSLA:  Yes  No

# Managed WAN Service

## G. Network Information and Managed WAN Service package requirements

1. **Site No.:** Number of sites you require subscription to Managed WAN Service. If the list below is not sufficient, you can use a separate sheet and list down the additional sites.
2. **Site address:** Enter the location address of the sites indicated below. You **MUST** attach the network diagram and indicate the corresponding sites you have listed below.
3. **WAN speed:** Indicate the associated bandwidth speed of the network of the site you have indicated below.
4. **Type of Managed WAN Service package:** Select the type of Managed WAN Service package you intend for the corresponding site you indicated below. Please tick only one for each site.
5. **Important:**
  - Subscription to any type of Managed WAN Service package associates the starts of subscription of CPE leasing. CPE Leasing Requirement is on the next page
  - Out-of-bound management requires PSTN dial-up subscription to perform status of CPE during a suspected connectivity failure. This request is submitted separately

Site No.	Site address (Please include Room No., Floor No., Building Name, City/Town, Emirate)	Associated WAN speed	Type of Managed WAN Service package you intend to subscribe for the site		
			Managed Router	Managed Firewall	Managed Security VPN
1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## H. Customer Premises Equipment (CPE) Router information

1. The CPE Router is leased from Etisalat on a monthly basis. Leasing period is available in 1 year, 2 years or a maximum of 3 years period. CPE monthly rental will be waived for a customer after completing the maximum of 3 years lease, on the same CPE model, from Etisalat. Total period of CPE leasing between Initial and Extension must not be more than 3 years.
2. Subscription to Managed Service package, CPE Onsite Support associates with your subscription to the CPE Router leasing period (e.g. Selected CPE Router leasing period is 2 years, the Managed Service and CPE Onsite Support have to be 2 years correspondingly).
3. Request to cease or upgrade CPE router to other model within the existing leasing period incur early exit penalty.
4. Selected CPE Leasing Period is applicable to all sites you have indicated from this application.
5. If on the Initial Leasing Period, 3 years leasing has been selected, then there is no more option to select from the CPE Extension Period Leasing.
6. CPE Onsite Support is available in 3 options: 1) 8x5 NBD 2) 8x5x4 3) 24x7x4. This is a best of endeavour support to achieve these commitment support levels and could not be treated as SLA.
7. Selected CPE Onsite Support will be applicable to all the sites indicated from this application.
8. Your selection of CPE Onsite Support associates with the CPE Leasing Period you have selected.

## I. CPE Leasing Period Requirement

Initial CPE Leasing Period (Tick only one)	Extension Period of CPE Leasing – Tick only one (Refer to point 1 above)
<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years
Others	

Note: You can produce a copy of this form if the CPE configuration form is not sufficient.

## J. Bill statement

Language:  Arabic  English  
Format: 1. e-Bill  Detailed  Summary

## K. Required documents

1. Emirates ID
2. Power of Attorney of the signing person
3. Valid visa and passport copy of the sponsor/partner
4. Trade license
5. Tenancy contract

## L. Your authorisation

I/We clearly understand that by completing and signing this application form, I/We conform to Etisalat's Terms and Conditions of **Managed Private Network**. The Terms and Conditions of this Service is an integral part of Etisalat's Terms and Conditions of the associated Services.

Name of applicant: .....

Position/Title in the company: ..... Date of application: .....

Signature of applicant

Company stamp

## For official use only

Issuing Etisalat representative: ..... Title: .....

Contact details: .....

# Terms and Conditions

## Managed Private Network

### Managed IPConnect

1. These terms and conditions shall be deemed an integral part of any agreement/contract concluded with the subscriber.
2. IPConnect service based on Multi-protocol Label Switching (MPLS) enable multiple businesses to communicate in a private and secure way over Etisalat shared equipment and network facilities.
3. IPConnect rental is per site/bandwidth.
4. The Customer can subscribe to multiple Connectivity Port per Access Link.
5. The Customer can subscribe to multiple CoS per Connectivity Port.
6. For speeds not specifically mentioned in charging table, the next higher speed charges are to be used.
7. Installation/Configuration charge is a one-time charge for physical access installation.
8. Further information on the service can be obtained from any Etisalat Business Centre, or on the Etisalat website etisalat.ae.
9. IPConnect service rental billing frequency is processed quarterly and bills will be formed in the beginning of the billing cycle.
10. Within an Etisalat developed area, physical network access link (including fibre optic cable) will be provided to Customers at no charge when a Customer signs up with a 1-year contract.
11. One month is the minimum period of hire for all of IPConnect services offering bandwidth ranging between 2Mbps and 10Gbps.
12. One year is also available for the same access links from 2MB to 10Gbps, which are 15% discounted from the one-month commitment rates.
13. Customers subscribing for the IPConnect service on 1-year commitment contract and ceasing their service before completing the commitment period will be charged for the remaining of the commitment period at the time of cessation at their existing contract rate.
14. For special cases, when Customers are provided the access link on recharge basis and cease their service before completing the commitment period, they will not be charged rental for the remaining part of the commitment period.
15. Customers upgrading/downgrading their bandwidth within the IPConnect service will be considered to be continuing their commitment period and not liable to early termination penalties.
16. Customers changing their connectivity type from Layer 3 to Layer 2 (or from Layer 2 to Layer 3) in the IPConnect service will be considered to be continuing their commitment period and not liable to early termination penalties.
17. Provisioning of F.O. cable within a Customer's premises from an Etisalat termination point to the Customer's server room will be provided as per the Customer's choice of either of the options below:
  - a. Option 1: The Customer will arrange the onward connectivity from the Etisalat termination point to their server room within the Customer's premises at own cost.
  - b. Option 2: Etisalat will carry out the full job on recharge basis. However, Etisalat will not be responsible for any damage within the Customer's premises. Also, the Customer has to arrange for any civil work and cable trunks.
  - c. Option 3: Etisalat will carry out the full job on development basis based on the discretion of Enterprise Solutions Sales Management and the strategic importance and business values of the project.
18. Access and way leaves: It is condition for the provision of Etisalat service that the Customer will allow access at all reasonable times to Etisalat employees in the execution of their duty for the purpose of maintaining, inspecting or recovering Etisalat plant and equipment and will grant permission to Etisalat to run wires and erect poles on the Customer's property through a suitable right-of-way.

19. Advance payment: Etisalat reserves the right to collect an advance payment to cover the cost of connection and rental or otherwise before service is provided.
20. Attachments: Etisalat reserves the right to provide its services as per the applicable law and Etisalat terms and conditions. Unauthorised modification in or installation of Etisalat equipment peripherals without written permission from Etisalat is prohibited.
21. Deposits: Etisalat may collect deposits from applicants and carry out such checks on credit references, as they deem necessary. Deposits may also be requested before the service is provided on Etisalat telecommunications services disconnected for late payment of account.
22. Fault reporting: Responsibility for the reporting of the faulty operation of the equipment rests with the Customer. Except for non-Etisalat equipment, the Customer shall not attempt to repair or modify the equipment, nor permit a third party to do so.
23. Period of notice for removal or disconnection: Customers are requested to give at least thirty days' notice of their requirements in the above connection in writing for IPConnect service.
  - a. Normal rentals are applicable for the notice period.
24. Transfer of service from one Customer to another: Service is provided by Etisalat for the sole use of the Customer. The Customer may not transfer service or use of such service whether temporarily or permanently to a third party without the prior approval from Etisalat in writing.
25. Cancellation of service order: If the Customer cancels his service order after work has been started on the provision of the service, the Customer shall pay Etisalat the costs of such work. Etisalat may alternatively deduct these costs from any advance payment or deposit which the Customer may have paid towards the provision of the service or from any other entitlement which Etisalat must pay back to the subscriber.
26. Amendments: Etisalat reserves the right to change, amend or produce these conditions from time to time as it may think fit. Any change, amendment or reproduction shall immediately be binding on the Customer from the date on which it is issued by Etisalat.

### Managed ProConnect

1. These terms and conditions shall be deemed an integral part of any agreement/contract concluded with the subscriber.
2. ProConnect service based on Multi-protocol Label Switching (MPLS) enable multiple businesses to communicate in a private and secure way over Etisalat shared equipment and network facilities, using asymmetrical access.
3. ProConnect rental is per site/bandwidth.
4. Installation/Configuration charge is a one-time charge for physical access installation.
5. Further information on the service can be obtained from any Etisalat Business Centre, or on the Etisalat website etisalat.ae
6. ProConnect service rental billing frequency is processed monthly and bills will be formed at the beginning of the billing cycle.
7. One year is the minimum period of hire for all of ProConnect service offering bandwidth ranging between 128Kbps and 2Mbps. Customers subscribing for the ProConnect service and ceasing their service before completing the one-year contract will be charged for the remaining of the one year at the time of cessation at their existing contract rate. Customers ceasing their lines before the completion of the first month should pay a three month rental charge. Customers upgrading/downgrading their bandwidth within the ProConnect service will be considered to be continuing their commitment period and not liable to early termination penalties. Customers changing their connectivity type from Layer 3 to Layer 2 (or from Layer 2 to Layer 3) in the ProConnect service will be considered to be continuing their commitment period and not liable to early termination penalties.
8. Provisioning of F.O. cable within a Customer's premises from an Etisalat termination point to the Customer's

server room will be provided as per the Customer's choice of either of the options below:

- a. Option 1: The Customer will arrange the onward connectivity from the Etisalat termination point to their server room within the Customer's premises at own cost.
  - b. Option 2: Etisalat will carry out the full job on recharge basis. However, Etisalat will not be responsible for any damage within the Customer's premises. Also, the Customer has to arrange for any civil work and cable trunks.
9. Access and way leaves: It is condition for the provision of Etisalat service that the Customer will allow access at all reasonable times to Etisalat employees in the execution of their duty for the purpose of maintaining, inspecting or recovering Etisalat plant and equipment and will grant permission to Etisalat to run wires and erect poles on the Customer's property through a suitable right-of-way.
  10. Advance payment: Etisalat reserves the right to collect an advance payment to cover the cost of connection and rental or otherwise before service is provided.
  11. Attachments: Etisalat reserves the right to provide its services as per the applicable law and Etisalat terms and conditions. Unauthorised modification in or installation of Etisalat equipment peripherals without written permission from Etisalat is prohibited.
  12. Deposits: Etisalat may collect deposits from applicants and to carry out such checks on credit references, as they deem necessary. Deposits may also be requested before service is provided on Etisalat telecommunications services disconnected for late payment of account.
  13. Fault reporting: Responsibility for the reporting of the faulty operation of the equipment rests with the Customer. Except for non-Etisalat equipment, the Customer shall not attempt to repair or modify the equipment, nor permit a third party to do so.
  14. Period of notice for removal or disconnection: Customers are requested to give at least thirty days' notice of their requirements in the above connection in writing for ProConnect service. Normal rentals are applicable for the notice period.
  15. Transfer of service from one Customer to another: Service is provided by Etisalat for the sole use of the Customer. The Customer may not transfer service or use of such service whether temporarily or permanently to a third party without the prior approval from Etisalat in writing.
  16. Cancellation of service order: If the Customer cancels his service order after work has been started on the provision of the service, the Customer shall pay Etisalat the costs of such work. Etisalat may alternatively deduct these costs from any advance payment or deposit which the Customer may have paid towards the provision of the service or from any other entitlement which Etisalat must pay back to the subscriber.
  17. Amendments: Etisalat reserves the right to change, amend or produce these conditions from time to time as it may think fit. Any change, amendment or reproduction shall immediately be binding on the Customer from the date on which it is issued by Etisalat.

### Managed XpressConnect

1. These terms and conditions shall be deemed an integral part of any agreement/contract concluded with the subscriber.
2. XpressConnect service based on Multi-protocol Label Switching (MPLS) enable one site of the Customer to communicate with one other site in point to point connection, or one main site to be connected to multiple remote sites in point to multi-point topology, where each remote site will communicate through dedicated channel to the main site. Businesses to communicate in a private and secure way over Etisalat shared equipment and network facilities.
3. XpressConnect rental is per link "which includes one access at each site and one path to connect the two sites"/bandwidth.
4. The Customer can subscribe to multiple Connectivity Paths per Access Link.
5. Two types of paths are available: Essential path which is the best effort, and Platinum path which is the Platinum CoS Path.

6. For speeds not specifically mentioned in the charging table, the next higher speed charges are to be used.
7. Installation/Configuration charge is a one-time charge for physical access and path installation.
8. Further information on the service can be obtained from the account manager, any Etisalat Business Centre, or on the Etisalat website etisalat.ae.
9. XpressConnect service rental billing frequency is processed monthly and bills will be formed at the beginning of the billing cycle.
10. Within an Etisalat developed area, physical network access link (including fibre optic cable) will be provided to Customers at no charge when a Customer signs up with a 1-year contract.
11. One month is the minimum period of hire for all of XpressConnect access offering bandwidth ranging between 2Mbps and 10Gbps.
12. One year is also available for the same access links from 2Mb to 10Gbps, which are 15% discounted from the one-month commitment rates.
13. Customers subscribing for the XpressConnect service on 1-year commitment contract and ceasing their service before completing the commitment period will be charged for the remaining of the commitment period at the time of cessation at their existing contract rate.
14. For special cases, when Customers are provided the access link on recharge basis and cease their service before completing the commitment period they will not be charged access rental for the remaining part of the commitment period.
15. Customers upgrading/downgrading their bandwidth within the XpressConnect service will be considered to be continuing their commitment period and not liable to early termination penalties.
16. Provisioning of F.O. cable within a Customer's premises from Etisalat termination point to the Customer's server room will be provided as per the Customer's choice of either of the options below:
  - a. Option 1: The Customer will arrange the onward connectivity from the Etisalat termination point to their server room within the Customer's premises at own cost.
  - b. Option 2: Etisalat will carry out the full job on recharge basis. However, Etisalat will not be responsible for any damage within the Customer's premises. Also, the Customer has to arrange for any civil work and cable trunks.
  - c. Option 3: Etisalat will carry out the full job on development basis based on the discretion of Enterprise Solutions Sales Management and the strategic importance and business values of the project.
17. Access to Customer premise: It is condition for the provision of Etisalat service that the Customer will allow access at all reasonable times to Etisalat employees in the execution of their duty for the purpose of maintaining, inspecting or recovering Etisalat plant and equipment and will grant permission to Etisalat to run wires and erect poles on the Customer's property through a suitable right-of-way.
18. Advance payment: Etisalat reserves the right to collect an advance payment to cover the cost of connection and rental or otherwise before service is provided.
19. Attachments: Etisalat reserves the right to provide its services as per the applicable law and Etisalat terms and conditions. Unauthorised modification in or installation of Etisalat equipment peripherals without written permission from Etisalat is prohibited.
20. Deposits: Etisalat may collect deposits from applicants and to carry out such checks on credit references, as they deem necessary. Deposits may also be requested before service is provided on Etisalat telecommunications services disconnected for late payment of account.
21. Fault reporting: Responsibility for the reporting of the faulty operation of the equipment rests with the Customer. Except for non-Etisalat equipment, the Customer shall not attempt to repair or modify the equipment, nor permit a third party to do so.
22. Period of notice for removal or disconnection: Customers are requested to give at least thirty day's notice of their requirements in writing for XpressConnect service. Normal rentals are applicable for the notice period.
23. Transfer of service from one Customer to another: Service is provided by Etisalat for the sole use of the Customer. The Customer may not transfer service or use of such service whether temporarily or permanently to a third party without the prior approval from Etisalat in writing, NOC from both parties to be provided.
24. Cancellation of service order: If the Customer cancels his service order after work has been started on the provision of

the service, the Customer shall pay Etisalat the costs of such work. Etisalat may alternatively deduct these costs from any advance payment or deposit which the Customer may have paid towards the provision of the service or from any other entitlement which Etisalat must pay back to the subscriber.

25. Amendments: Etisalat reserves the right to change, amend or produce these conditions from time to time as it may think fit. Any change, amendment or reproduction shall immediately be binding on the Customer from the date on which it is issued by Etisalat.

## Managed WAN Service

These Terms and Conditions govern the provision of Managed Wide Area Network (WAN) service by Etisalat to the Customer.

### 1 SCOPE

#### 1.1 Definition

- 1.1.1 Etisalat: Refers to Emirates Telecommunications Corporation and service provider of Managed WAN service.
- 1.1.2 Service: Refers to Managed WAN Service.
- 1.1.3 WAN: Wide Area Network.
- 1.1.4 Customer: Local or internationally based business corporation or government entities subscribing to Managed WAN.
- 1.1.5 CPE: Customer Premises Equipment.
- 1.1.6 SLA (Service Level Agreement): Service deliverable target committed to Customer.
- 1.1.7 CNOC (Central Network Operation Centre): A control centre located at Etisalat premises that is manned by qualified and professional IT engineers that implement the monitoring management of the Customer's network.
- 1.1.8 ISDN (Integrated Service Data Network) Line: A dial-up line enforcing mandatory requirement from the Customer used in fault isolation of Managed WAN Service.
- 1.1.9 Application Form: A subscription form to be completed by the Customer to subscribe to the Service.
- 1.1.10 Service Order: A work order issued by Etisalat Sales Representative to process the service provisioning requirement of the Customer.
- 1.1.11 Customer Site Preparation Requirement: List of guidelines required from the Customer for site readiness prior to the installation of the Service.
- 1.1.12 NBD: Next Business Day.
- 1.1.13 End-of-Life Support: Manufacturer no longer produce the CPE model and stops support.
- 1.1.14 End-of-Sales: No longer in production but support is still available for certain period of time.
- 1.1.15 Etisalat Equipment: Refers to Etisalat owned equipment installed either at Customer or Etisalat premises.

#### 1.2 The Service

- 1.2.1 Managed WAN Service consists of management of your end-to-end network. It consists of: 1) Customer Premises Equipment (CPE) router management and 2) Link monitoring of network link access.
- 1.2.2 That you allow Etisalat the management of Etisalat-provided CPE router equipment and the link monitoring of your network connectivity.
- 1.2.3 The management of WAN Service includes the facilities, hardware, software and services described in this document, but do not include any link transport services that will be used with the services described in clause 1.3.
- 1.2.4 The management will involve installation, configuration, support and maintenance and proactive monitoring of Etisalat's installed CPE router and the network access connectivity.
- 1.2.5 The CPE management will involve the supply, installation, configuration, support and maintenance and proactive monitoring.

#### 1.3 Associated Services

- 1.3.1 Any services required to associate with subscription to Managed WAN Service has to be applied for separately.
- 1.3.2 A separate application for a link connectivity requirement has to be applied for separately and the same will apply for a backup link connectivity requirement. For an end-to-end solution management, the link connectivity has to be applied for Service Level Agreement (e.g. Silver or Gold).

### 1.4 Management Service

- 1.4.1 Etisalat will provide network monitoring and fault management services 24 hours per day, 365 days per year. These services include the detection, isolation, diagnosis, correction and updates of network troubles resolutions to the Customer.
- 1.4.2 Etisalat will coordinate with the Customer's technical staff to obtain all relevant information needed to properly configure equipment. Customers are allowed to request minor configuration changes to a maximum of 3 times per CPE per year. Any additional configuration and network changes will be subject to additional charges.
- 1.4.3 Etisalat provides a single point of contact for troubles associated with the Services, 24 hours per day, 7 days per week ("24x7"). Managed WAN Service Customers will utilise a designated web portal as the primary service contact and Etisalat's Central Network Operation Centre, as a secondary service contact.
- 1.4.4 Etisalat's automated trouble ticketing system will be provided to the Customer representative that reports the trouble. For each trouble report, Etisalat will maintain information about the trouble and resolutions undertaken of which Customer can view through a secured Etisalat web portal.
- 1.4.5 Etisalat will coordinate the services of any third party required to maintain portions of the Services, and Etisalat will dispatch third-party engineers to perform onsite service as necessary on behalf of the Customer.
- 1.4.6 Etisalat network management system will utilise the in-band portion of the Customer's WAN link for the monitoring and configuration of the CPE. The Customer is obliged to provide a standard ISDN line for the dial-in network management access.

### 1.5 Service Provisioning

- 1.5.1 The Customer completes a Customer Site Preparation Requirements – see Appendix A to ensure readiness of installation.
- 1.5.2 Etisalat delivery dates are estimated and are based on current lead-times and will use commercially reasonable efforts to deliver the Managed WAN Service as agreed to by the parties and specified in the Managed WAN Service Application Form.
- 1.5.3 Customers incurring delays in the provisioning of Managed Services Order. Etisalat will begin billing for all associated Etisalat link connectivity charges on the original delivery date.
- 1.5.4 If the Customer delays delivery of the Service more than 30 calendar days from the agreed delivery date, Etisalat will cancel the Service Order and the Customer shall be liable for early termination charges.
- 1.5.5 A Customer's failure to be ready during the agreed installation date for Managed WAN Service with Etisalat, will incur a failed visit charge. In this case, Etisalat will begin billing all associated link access charges on the date these link access were installed and confirmed by the Customer.
- 1.5.6 Etisalat in its commitment to provide a high level of support and maintenance to your networks, Etisalat in its own appropriate discretion will engage with a highly reputed third party to handle the installation, maintenance and support to give you fully reliable and guaranteed performance of the Service.

### 1.6 CPE Provisioning & Support

- 1.6.1 Customer Premise Equipment (CPE): Equipment may be purchased at a one-time purchase price or leased against monthly rental charges over a selected contractual year leasing period from Etisalat as specified in the "Application Form". As technology evolves, equipment and software may need to be upgraded, at the Customer's expense, according to the manufacturer's support requirements.
- 1.6.2 CPE leasing period starts on the date the service is activated and will associate the subscription date with the Managed Service package you have subscribed.
- 1.6.3 The CPE router is leased from Etisalat and at the end of your subscription, Etisalat owned-ISR (Integrated Service Router) routers will be recovered and returned to Etisalat.
- 1.6.4 A Customer can request to upgrade the installed CPE to another model; however, early exit charges of the old CPE leasing will be applicable if such event of upgrade happens within the validity of contract period. Your subscription term to the Managed Service package will correspondingly associate with the contract term of the newly installed CPE model.

1.6.5 There will be 3 CPE remotely configuration changes allowed per CPE connection per year. Any additional CPE remote configuration requirements exceeding the allowed number of remote configuration will be charged a one-time fee as per the applicable service tariff charges.

1.6.6 Local CPE Onsite Support: The Onsite Support is best effort maintenance by Etisalat or authorised representative from authorised partner to be onsite within the specified hour from the Onsite Support option the Customer had selected, at the time of application.

#### Onsite Support Options:

a. 8x5xNext Business Day (NBD) Response: The domestic standard period of maintenance is 9:00 a.m. - 5:00 p.m., local time, Sunday through Thursday, excluding public holidays. Etisalat will respond to the Customer's affected site by the next business day if that problem is verified by Etisalat before 3:00 p.m. local time. Next Business Day Response time is subject to geographic availability on a city-by-city basis.

b. 8x5x4 Response: Etisalat will provide Same Day Response for Equipment during the principal period of maintenance ("PPM"). The Domestic PPM is 9:00 a.m. - 5:00 p.m., local time, Sunday through Thursday, excluding public holidays. Etisalat will respond to the Customer's affected site by the next business day if that problem is verified by Etisalat before 1:00 p.m. local time. This 4-hour response time is subject to geographic availability on a site-by-site basis.

c. 24x7x4 Response: Etisalat will provide Same Day Response Maintenance Service for Equipment, 24 x 7, including public holidays. Etisalat will respond to the Customer's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis.

1.6.7 Basic Technical Visit Support: A preliminary diagnostic on the reported non-hardware associated fault is attended by the field technician and incurs one-time charge per visit to the Customer.

1.6.7.1 Applicable Basic Technical Visit support charges for a Customer having 8x5xNBD and 8x5x4 will apply.

1.6.7.2 Applicable Basic Technical Visit support charges for a Customer having 24x7x4 will apply.

1.6.7.3 Etisalat will inform the Customer for any of End-of-Life Support or End-of-Sale of CPE as a result of manufacturer no longer producer and stops support on the CPE model. All affected CPE models on End-of-Sale will be supported per Customer agreements through the end of the contract. After this period, Etisalat will no longer provide maintenance support and any established Service Level Agreements will not apply. Customers notified of the event of End-of-Life support are asked to contact their account teams to plan and budget to move to the current CPE models. Migration cost to the new device enhancement will be the responsibility of the Customer.

1.6.8 Service Level Deliverables: Below are terms that pertain to the provisioning and support for CPE, and Etisalat may from time to time modify the deliverables including but not limited to its objectives, measurements and credits upon one-month prior notice to the Customer. Existing SLA for link connectivity will be applicable.

1.6.8.1 CPE Delivery: The time to deliver the CPE/Module for installation is 3 days for CPEs available in stock and 6 weeks that are not available in stock.

1.6.8.2 Working Hours: Installation and External/Internal shifting works will only be carried out during Normal Business Hours defined as Sunday to Thursday: 8:00 a.m. - 2:00 p.m./3:00 p.m. - 6:00 p.m. A working day consists of 8 working hours + maximum 0.75 hours travel time per way from office to a Customer's site location.

## 2 SERVICE CHARGES

2.1 Prevailing Service subscription and associated equipment rental charges will be available with Etisalat's Sales Representatives or Accounts Managers during the negotiation stage and will be applicable at the time the Customer submits the application.

2.2 From time to time these charges are reviewed by Etisalat and will be available with Etisalat Enterprise Solutions Sales Representatives or Account Managers, upon request.

2.3 Other than the recurring subscription charges, the provisioning of the Service or succeeding Service request will incur a one-time charge, which will be available with Etisalat Enterprise Solutions Sales Representatives or Account Managers, upon request.

## 3 PAYMENT

3.1 Subscription charges will be billed in advance and will be sent to the Customer's billing address on the month succeeding the month of installation of the Service.

3.2 The Customer has to settle the subscription charges regularly and failure to settle the bill on time given by Etisalat, including the grace period, will result in the disconnection of the Service and the Customer will have to be responsible to pay any unpaid subscription period based on the Service contract subscribed by the Customer. Such charges will not be limited to the service package and equipment subscription.

## 4 TERM AND TERMINATION

4.1 The minimum Contract Term on any of the Service packages of Managed WAN Service is one (1) year which shall begin on the same day of the month the "Service Activation" is confirmed and will continue to be automatically renewed for successive one (1) year terms, until either party provides the other with 30 days' written notice of its intent to terminate this agreement.

4.2 If a Customer terminates subscription to any of the Service packages before the end of the applicable Contract Term, the Customer shall pay an amount equal to 100% of the monthly recurring charges associated with the terminated Service package for each month remaining in the Contract Term.

4.3 Any required CPE changes during a contract term will be subject to early termination charges and will result in modifying the start of the contract term.

4.4 If Etisalat receives the Customer's written notice to cancel the Service Order, the Customer shall be liable to early termination charges.

4.5 Etisalat has the right to cancel the Managed Service immediately without prior notice to the Customer if it deemed find the Customer breaching any terms and conditions on the use of the Service.

## 5 LIABILITY

5.1 The Customer will be liable to pay Etisalat applicable charges on the return of equipment if: (a) The return is due to a Customer ordering error; (b) The product has been damaged while in the Customer's possession.

5.2 Etisalat equipment: The Customer will be responsible to safeguard all Etisalat assets installed at the Customer's premises.

5.3 The Customer will be liable to provide the readiness of the site for new installation (such as sufficient power supply outlets, air conditioning, proper rack cabinet) and will provide free access to Etisalat or deputed field engineer to conduct required work. Failure to do so will result in the Customer being billed on applicable failed visit charges. As a result, Etisalat will not be liable for the complete installation or unresolved fault.

5.4 The Customer will not remove any identification mark to deceit the ownership of the equipment provided by Etisalat nor relocate these equipment without the written consent of Etisalat.

5.5 Etisalat will not be liable for any delay in the coordination process as a result of non-availability of telephones facilities used for coordination purposes.

5.6 The Customer must comply with all applicable laws and directions by Etisalat in accordance with its terms and conditions of its Services.

5.7 The Customer will be liable for any action taken by Etisalat in the event Customer transfers or resells the Service to any third party without the prior approval of Etisalat.

5.8 The Customer will be liable for any loss as a result to negligence on the part of the Customer.

5.9 Etisalat does not accept responsibility on the performance of the Service in case of: 1) Degraded performance caused by technical faults on the part of the Customer's network which are not within

the coverage of Etisalat's Managed Services. b) Any faults or defects caused by Customers changing the way they use the services or any part of it without Etisalat's authority or knowledge. c) Any planned or scheduled outages to carry out maintenance work. d) Any force majeure.

5.10 Etisalat is not responsible for rectifying any fault in the Service where the fault is or is caused by a supplier to your local area network or equipment or facilities beyond the boundary of Etisalat Network and Services.

5.11 Etisalat may from time to time notify the Customer for significant variation of use on the Service, if not corrected, affect Etisalat's ability to meet the Service Levels. Etisalat may then recommend appropriate proposal to maintain the integrity of the Service Levels, and Customers must at their cost upgrade the Services in accordance with Etisalat's recommendation, to accommodate any such variation and continue to receive the benefit of the Service Levels.

5.12 Etisalat disclaims all liability whatsoever, for any loss of data howsoever caused including without limitation, non-delivery, misuse or misdelivery or for any interruption, suspension or termination of the Service or for the contents, accuracy or quality of information or resources made available or received or transmitted through the Service other than what is agreed as part of the SLA.

5.13 Any misuse or abuse of the Service and any breach or violation of these conditions shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold Etisalat harmless against any liability that it may suffer in this respect. However, nothing herein shall be taken or understood as prohibiting Etisalat or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer for enforcement of these Terms and Conditions. Etisalat shall also be entitled to disconnect the Service to the Customer with or without notice.

5.14 In case of Etisalat materially breaching this agreement, the Customer may terminate this agreement at any time without any early termination liabilities.

## 6 FORCE MAJEURE

6.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Terms and Conditions hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 7 WAIVER

7.1 The delay or failure of Etisalat to enforce any of the above shall not be deemed as a waiver of the same or affect the validity or the right of Etisalat thereafter to enforce all or any of these Terms and Conditions.

## 8 AMENDMENTS

8.1 These Terms and Conditions may be reproduced or amended by Etisalat from time to time with or without prior notice.

## 9 GOVERNING LAW

9.1 This Agreement shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the United Arab of Emirates.

## 10 DISPUTE RESOLUTION

10.1 Any disputes arising out of or in connection with this Agreement shall be resolved by the Courts of the United Arab Emirates.

I/We hereby confirm that I/We have carefully read, understood and will abide by these Terms and Conditions.