

Terms & Conditions

Your company should read carefully the following terms and conditions (**T and C's**) before the purchase of any Al Harbi Telecom (**AHT**) products. **T and C's** contain very important information about your company's rights and obligations, as well as limitations and exclusions.

1. Definitions

AHT: Al Harbi Telecom.

Client: A company or organization who has purchased **AHT** services.

PO: means the Purchase Order from **Client**.

Major Outage: shall have the meaning as described in **6 d**).

Party/Parties: means each of the **Client** and/or **AHT** or both as the context permits.

Service: shall mean all Products and Services as described in the AHT Proposal

T and C's: Terms & Conditions

SLA: Service Level Agreement

Start Billing Date: Intended date of start of service; and the client's signature of the acceptance form accepting service; (Service Acceptance Report or Delivery Note)

2. General

This **Terms and Conditions** should govern the provision of Service as specified in the **AHT provided Proposal** to Client

These **Terms & Conditions** are effective from January 1, 2014.

For the avoidance of doubt, any reference to "days" shall be a reference to calendar days.

This **Terms & Conditions** shall override any previous verbal or written agreements between the parties for any service. And Gregorian date is the date that significant in the calculation of periods of service / services.

3. The Service

AHT agrees to provide the Service in accordance with the **Terms & Conditions**. The **Client** agrees to accept the Service from AHT in accordance with the **Terms & Conditions** and **AHT Proposal**.

Client agrees to accept service / services in accordance with the conditions included in these Terms and Conditions as well as the conditions listed on the AHT Proposal

4. Delivery and Period of Service

Each Service specified in the AHT Proposal shall be deemed delivered from the **Start Billing Date**, and shall be renewed for successive same Period each, unless either party delivers notice at least ninety (90) days before the expiry date of the Service Period.

5. Payment

- AHT issued bills by bylaws and Client must pay the amount of the invoices issued during fifteen (15) days from the date of issuance, and AHT's right to change the billing cycle for the Service / Services and the payment period when it deems after notice the Client
- All payments by the **Client** shall be made in the currency as indicated on the **PO**.
- All one time charges are payable 100% in advance.
- All Recurring Charges are payable in advance in accordance with the payment method as indicated in the AHT Proposal.
- Payments shall be deemed to be made only upon receipt by **AHT** of cleared funds.
- Each VSAT Service Form required one **MRC** as a deposit and payable 100% in advance

6. SLA

- In the event of an Outage of the Service, to the extent that the Service is materially affected, which shall include but not be limited to a breakdown or failure of the whole or a part of the Service, AHT shall have no liability if the Outage is due to:
 - Failure or malfunction of any equipment or Service which is not delivered by **AHT**, or for which the **Client** is operationally responsible; or
 - Outages due to sun transit effects and in-orbit testing on the space segment; or
 - Scheduled Service and maintenance; or
 - Force Majeure or acts of God as described in this **Terms & Conditions**.
 - Outage due to tail terrestrial circuit connection failure.
- In all other cases and in the event of an Outage, for any Service provided by **AHT**, **AHT's** sole liability will be to provide a credit to the Client of:

$$C = 12 * MRC * N / (365 * 24 * 60).$$
 Where **C** = the total credit of Outage, **MRC** = the monthly recurring charges payable by the **Client** under this **Terms & Conditions** and **N** = the number of minutes of Outage, based on the total number of minutes of Outage per month subject to a maximum of the fee for the said amount payable under **5**.
- Outages of less than fifteen (15) consecutive minutes shall be ignored and not qualify for any credit. Any credits will be aggregated on a monthly basis and deducted from the next month's invoice. Such credits are subject to a written notice from **AHT** to the **Client** defining the Outage. This notice should be received by **Client** not later than fifteen (15) days after the end of the month when the Outage occurred.
- In the event that Outages occur for a Period of thirty (30) days continuously then it shall constitute a "**Major Outage**", and the **Client** may at its discretion :
 - Terminate the Service immediately by written notice to AHT; or
 - Seek to re-negotiate the terms and conditions in good faith with any such re-negotiated terms taking effect from the date that such **Major Outage** began. Such re-negotiations shall be formalized in an amendment.

- e) Compensation Requests must be submitted within the fourteen (14) days from the date of activation of the service, after that date, the client has no right to claim compensation. Compensation will be added in the coming bills and is not entitled to claim compensation after the expiration of the period specified.
- f) Outages due to replacement of any equipment by **AHT** are not considered outage.
- g) Any interruption of the Service as a result of **AHT's** response to a **Client's** complaint of malfunction which proves to be unfounded or which is due to the **Client** or its employee's, agents, and contractor's fault, shall not be considered an Outage for which a credit is due. The **Client** agrees to pay reasonable additional charges to **AHT** for investigating the **Client's** complaint, which charges shall be based on a "Time and Materials" rate.
- h) Should the client not respond to AHT Support, whether by Telephone, Cell Phone, SMS, Email, or FAX, within three (3) days of the support incident, the client loses his right to compensation.

7. Termination by AHT

AHT shall be entitled, in addition to its other rights and remedies at law, and at its option, upon giving written notice to the **Client** forthwith to terminate the Service in part and or in whole if:

- a) The **Client** fails to make any payment within fifteen (15) days of the invoice date; or
- b) The **Client** commits a material breach which is capable of remedy, but which the Client has not cured or remedied within five (5) days of notification thereof.

8. Termination by the Client

- a) **Client** convenience; the **Client** have the right to terminate any service at any time.
- b) The rights provided in **6 d)** and **8 a)** are the **Client's** sole and exclusive rights for termination hereunder or otherwise at law or equity.

9. Termination Consequences

- a) Upon the date of termination of any Service pursuant to **10**, the **Client** shall pay to **AHT** all invoices then due up to and including the date of the service termination.
- b) The termination of any service shall not affect any other service rights or liabilities.
- c) Within thirty six (36) hours of any Service termination, The **Client** shall permit **AHT's** employees and or its contractor's access to its facilities and property to retrieve **AHT's** equipment's otherwise the **Client** will continue to be liable for the payment of the Service Recurring Charges.
- d) Upon the date of any service termination pursuant to **7** or **8 a)**, **Client** shall immediately pay **AHT**, in addition to all amounts due and owing at date of service termination, all and any charges, fees and payments for the remaining Service Period.

10. Force Majeure

Force Majeure shall mean any cause preventing or delaying either Party from performing any or all of its obligations which arises from or is attributable to acts, omissions, events or matters beyond the reasonable control of either Party, which shall include without limitation, strikes, lockouts or other industrial disputes or actions, acts of God, acts of Government or other prevailing authorities, inclement weather conditions, acts of terrorism or sabotage or war, any

space related factor such as meteorites, heavy ions, electrostatic discharges, electromagnetic disturbance or solar activity, such non-performance shall be deemed not to constitute breach of these **Terms & Conditions** or any related **Order Form**.

If the Force Majeure or act of God continues for thirty (30) consecutive days, either Party shall have the right to terminate this **Terms & Conditions** on written notice to the other Party. If either Party is prevented or delayed in the performance of any of its obligations under this **Terms & Conditions** by Force Majeure, it shall promptly give written notice thereof to the other Party, specifying in reasonable detail the nature, extent and effect of the Force Majeure, and shall also notify the other Party in writing of the cessation of the Force Majeure. The occurrence of Force Majeure shall (provided that the Party affected complies with the provisions of this Clause and takes all reasonable measure to mitigate the effects of the Force Majeure) suspend those obligations which are affected by the Force Majeure, as well as the corresponding obligations of the other Party, for as long as the Force Majeure continues. For the avoidance of doubt, such delays or non-performance shall not be considered as Outages or **Major Outages**.

11. Disclaimer of Warranties and Limitation of Liability

AHT is committed to take all efforts to ensure the continuity of service / services for the **Client**, and this includes active monitoring of the network 24 hours per day, 7 days a week; this monitoring and support reduces the level of service interruptions.

AHT allocates a professional Key Account Manager (**KAM**) to work as a central point. The **KAM** is the bridge between **AHT** and the **Client**, his main task is to respond to client requests and act as a coordinator between the **Client** and the **AHT**.

Client needs to allocate one person or more as a contact person to interface with **AHT**. The **Client** contact will work with **AHT KAM** and Support to assure the highest level of communications and functionality for the **Client**. **AHT** and **Client**, mutually assure each other of the complete maintenance of confidentiality of all information (including trade secrets and information of commercial value) which may become known to each other, whether as individuals or as a group by the other party, ("information secrets"); and that it does not use that information in its own purposes and not disclose to any other party without the prior written consent of the other party only if that information is public knowledge or was known to the party when disclosed or become commons thereafter without breach of this document and , if acquired by that party in a legal way through a third party .

The total liability of **AHT** shall be limited to the remedies set forth within **6 b**) in this **Terms & Conditions**.

Your use of **AHT** services is at your own and exclusive risk.

12. Notices and Documentation

All notices and other communications from either party to the **AHT Proposal or the PO**, except as otherwise provided herein, be in writing and shall be deemed received when actually received if personally delivered, or by transmission report if sent by Electronic Email or facsimile, addressed to the other party as follows or such other address as either party may notify to the other from time to time.

Client is obliged to inform the **AHT** immediately of any changes in the ownership of the **Client** or his administration, or any change in the organization, or the way in which the organization works that may affect the performance of its

obligations under this document.

Entitled to **AHT** waiver of service / services for any of its subsidiaries and may not be for the **Client** to waive the service / services or any of his rights which paid or unpaid, but after obtaining the approval of **AHT** prior written consent and in all cases, the client remains liable solidarity with the assignee on the implementation of this document

AHT reserves the right to make changes and corrections to the **Terms & Conditions** from time to time to improve **AHT's** commitment and service to the **AHT Client(s)**.

13. Amendment to the Service

The Service shall not be modified except by sending **PO** with changes.

14. Disputes and Governing Law

- a) This **Terms & Conditions** shall be governed and construed and enforced in accordance with the laws of Saudi Arabia.
- b) Any disputes which may arise that cannot be settled in discussions or negotiations between the Parties shall be settled by arbitration in accordance with the Saudi rules. The place of arbitration shall be Riyadh, The arbitration shall be held in English and the award shall be binding upon all Parties.
- c) Prior to commencing formal proceedings with respect to any dispute, each Party shall give written notice to the other detailing its position and reasons therefore, and each party may recommend corrective action.