



## Application form – Global Managed Services

- 1) Emirates Integrated Telecommunications Company PJSC, with a nominal share capital of AED 4,000,000,000 (four billion Dirhams), the amount of which has been fully paid up, registered at the Dubai Department of Economic Development with commercial register number 77967 and with its main office at Al Salam Tower, Dubai Media City, P.O. Box 502666, Dubai, United Arab Emirates ("du"), and
- 2) \_\_\_\_\_ (the "Customer")  
The General Terms and Conditions and the Service Specific Terms and Conditions, attached to this Order Form, shall set out the terms and conditions for the provision and use of the Global Managed Service as detailed below.

Service required date \_\_\_\_\_

### Customer details

Customer name \_\_\_\_\_ Customer ID \_\_\_\_\_

Billing address \_\_\_\_\_ Billing contact name \_\_\_\_\_

Phone/mobile no. \_\_\_\_\_ Email address \_\_\_\_\_

### Service details

Service type  Global IP VPN  Global Ethernet  Other value added services

Q-in-Q required  Yes  No

Access type  Ethernet  Fast Ethernet  E1  E3  Other: \_\_\_\_\_

Interface  100 Base-T  V.35/G703  Other: \_\_\_\_\_

Bandwidth options  1 MB  2 MB  3 MB  4 MB  5 MB  6 MB  7 MB  8 MB  9 MB  10 MB

20 MB  30 MB  40 MB  50 MB  60 MB  70 MB  80 MB  90 MB  100 MB

Other speed\*: \_\_\_\_\_

Contract period (months): \_\_\_\_\_ (Minimum 1 year)

Class of service requirements (optional): \_\_\_\_\_

Other value added services requirements\*: \_\_\_\_\_

Other OCC charges\*: \_\_\_\_\_

\*Refer to product catalogue.

### Site 1

Floor no. /Office no. /Room \_\_\_\_\_ Sector / Plot no. \_\_\_\_\_

Building name \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ Country \_\_\_\_\_

P. O. Box / Post code \_\_\_\_\_ Feasibility  Done

Site contact name \_\_\_\_\_ Site contact no. \_\_\_\_\_

Site landline no. \_\_\_\_\_ Email address \_\_\_\_\_

Port bandwidth \_\_\_\_\_ Access bandwidth \_\_\_\_\_

Interface \_\_\_\_\_ IP address details \_\_\_\_\_

LAN IP blocks \_\_\_\_\_ WAN IP blocks \_\_\_\_\_

Notes \_\_\_\_\_

## Site 2

Floor no. /Office no. /Room _____	Sector / Plot no. _____
Building name _____	Street _____
City _____	Country _____
P. O. Box / Post code _____	Feasibility <input type="checkbox"/> Done
Site contact name _____	Site contact no. _____
Site landline no. _____	Email address _____
Port bandwidth _____	Access bandwidth _____
Interface _____	IP address details _____
LAN IP blocks _____	WAN IP blocks _____
Notes _____	

## Site 3

Floor no. /Office no. /Room _____	Sector / Plot no. _____
Building name _____	Street _____
City _____	Country _____
P. O. Box / Post code _____	Feasibility <input type="checkbox"/> Done
Site contact name _____	Site contact no. _____
Site landline no. _____	Email address _____
Port bandwidth _____	Access bandwidth _____
Interface _____	IP address details _____
LAN IP blocks _____	WAN IP blocks _____
Notes _____	

## Site 4

Floor no. /Office no. /Room _____	Sector / Plot no. _____
Building name _____	Street _____
City _____	Country _____
P. O. Box / Post code _____	Feasibility <input type="checkbox"/> Done
Site contact name _____	Site contact no. _____
Site landline no. _____	Email address _____
Port bandwidth _____	Access bandwidth _____
Interface _____	IP address details _____
LAN IP blocks _____	WAN IP blocks _____
Notes _____	

## Attachments

Network diagram  Other attachments (please specify) \_\_\_\_\_

## Service charges

### Global IP VPN

Charge description	Location	One-time charges	Monthly recurring charges
MPLS port charges	_____	_____	_____
Access bandwidth charges	_____	_____	_____
MPLS port charges	_____	_____	_____
Access bandwidth charges	_____	_____	_____
MPLS port charges	_____	_____	_____
Access bandwidth charges	_____	_____	_____
MPLS port charges	_____	_____	_____
Access bandwidth charges	_____	_____	_____
Other value added service charges (please specify*)	_____	_____	_____
Other OCC charges (please specify*)	_____	_____	_____
<b>Total (AED)</b>	_____	_____	_____

\*Refer to product catalogue.

### Global Ethernet

Charge description	Location details (Location A and Location B)	One-time charges	Monthly recurring charges
_____	_____	_____	_____
<b>Total</b>	_____	_____	_____

## Agreement

Executed by the parties by the duly authorised representatives of the parties on the following dates:

**Emirates Integrated Telecommunications  
Company PJSC:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Professional services authorisation \_\_\_\_\_

Account manager authorisation \_\_\_\_\_

**Name of customer**

\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Annex A

### Service levels

#### 1. SLA for on-net IP network locations of du

du will limit the number of planned outages through best-effort means. However, at certain times, for example for network maintenance and upgrades, it may be necessary to temporarily disrupt the services. du shall notify the Customer in advance of all planned changes and outages.

1.1 Provisioning and activation of changes to service – Work orders:

Description of change	Target time to provision and activate
Provisioning of new service – (On-net locations)	15 business days
Relocation of the service to another location	15 business days
Request for additional/removal/relocation of switch port	15 business days
Changes to Managed Switch configuration	As notified by du

1.2 Service restoration of network faults – Trouble tickets:

- 1.2.1 The Customer can report any service problem directly to our Customer Care centre 24 hours a day, 7 days a week, whereby upon prescriptive qualification the customer call may be routed to the Technology Service Desk with an assigned Trouble Ticket through du CRM system.
- 1.2.2 It is very critical to correctly identify the fault severity with the consent of customer and the prevailing conditions.

1.3 The Restoration times are as follows:

Fault severity levels	Restoration time	Initial response / acknowledgment to customer after the trouble ticket received	Customer updates
1	6 hours	15 minutes	60 minutes
2	8 hours	30 minutes	2 hours
3	12 hours	30 minutes	4 hours
4	48 hours	60 minutes	24 Hours

1.4 Fault severity definitions are as follows:

Severity levels	Description
1	Service is completely down with critical business impact or degraded with most of the users having problem.
2	Service goes down at particular time period but remains normal mostly or an important function is not available.
3	Service goes degraded intermittently with minor business impact or for brief periods but remains normal mostly.
4	Service is not seriously affected or an abnormal condition persists but with no business impacts.

1.5 Exclusions

The Service levels above will not come into affect under the following circumstances:

- 1.5.1 Force majeure
- a) du shall not be liable to the other for any delay or failure to perform due to: the elements; fire; flood; tornadoes; hurricane; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labour disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts; third party non-performance caused by an event beyond their control; or any other cause beyond the control of a party (a "Force Majeure Event"); and
- b) Upon the occurrence of a Force Majeure Event, du shall be excused from any further performance of those of its obligations arising under this SLA affected by the Force Majeure Event only for so long as such Force Majeure Event continues and du continues to use commercially reasonable efforts to recommence the service levels whenever and to whatever extent possible without delay. du shall immediately notify the Customer by telephone of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event;
- 1.5.2 Where du is dependent on any third party vendor or carrier services and they are suffering a Force Majeure Event or non-availability of physical parts or components;
- 1.5.3 Where planned maintenances is required to be carried out by du, the Customer or a third party vendor/carrier; and
- 1.5.4 Over the last mile connectivity at local end if the Service is not on an IP Network, i.e. SDH, DSL local tail etc.

#### 2. SLA for international IP Network locations, supported by partners

du will limit the number of planned outages through best-effort means. However, at certain times, for example for network maintenance and upgrades, it may be necessary to temporarily disrupt the services. du shall notify the Customer in advance of all planned changes and outages. The disruption of services may also occur when changes/upgrades are executed by third party vendors/carriers. du and the third party providers shall notify the Customer in advance of all planned changes or outages.

2.1 Provisioning and activation of changes to service – Work orders (through partners)

Description of change	Target time to provision and activate
Implementation of new service	As agreed by International Partner
Relocation of the service to another location	As agreed by International Partner
Request for additional/removal/relocation of switch port	As agreed by International Partner
Changes to Managed Switch configuration	As agreed by International Partner

2.2 Service restoration of network faults – Trouble tickets to partners:

- 2.2.1 The Customer can report any service problem directly to our Customer Care centre 24 hours a day, 7 days a week, whereby upon prescriptive qualification the customer call may be routed to the Technology Service Desk with an assigned Trouble Ticket through du CRM system.
- 2.2.2 It is very critical to correctly identify the fault severity with the consent of customer and the prevailing conditions.

2.3 Following is the restoration time matrix:

Fault severity	Restoration time	Initial response / acknowledgement to customer after the trouble ticket received	Customer updates
1	10 hours	30 minutes	Upon 3rd Party Carrier updates
2	14 hours	30 minutes	Upon 3rd Party Carrier updates
3	20 hours	3 hours	Upon 3rd Party Carrier updates
4	72 hours	24 hours	Upon 3rd Party Carrier updates

2.4 Fault Severity Definitions are as follows:

Severity levels	Restoration time
1	Service is completely down with critical business impact or degraded with most of the users having problem.
2	Service goes down at particular time period but remains normal mostly or an important function is not available.
3	Service goes degraded intermittently with minor business impact or for brief periods but remains normal mostly.
4	Service is not seriously affected or an abnormal condition persists but with no business impacts.

2.5 Exclusions

The Service levels above will not come into affect under the following circumstances:

- 2.5.1 Force majeure –
- a) du shall not be liable to the other for any delay or failure to perform due to: the elements; fire; flood; tornadoes; hurricane; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labour disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts; third party non-performance caused by an event beyond their control; or any other cause beyond the control of a party (a "Force Majeure Event"); and
- b) Upon the occurrence of a Force Majeure Event, du shall be excused from any further performance of those of its obligations arising under this SLA affected by the Force Majeure Event only for so long as such Force Majeure Event continues and du continues to use commercially reasonable efforts to recommence the service levels whenever and to whatever extent possible without delay. du shall immediately notify the Customer by telephone of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event;
- 2.5.2 Where du is dependent on any third party vendor or carrier services and they are suffering a Force Majeure Event or non-availability of physical parts or components;
- 2.5.3 Where planned maintenances is required to be carried out by du, the Customer or a third party vendor/carrier; and
- 2.5.4 Over the last mile connectivity at local end if the Service is not on an IP Network, i.e. SDH, DSL local tail etc.

# General Terms and Conditions for Business Services

Version 3, March 2009

These Terms and Conditions ("Terms") set out the way in which Emirates Integrated Telecommunications Company PJSC ("du") will provide Services to the Customer. By signing an application form or accepting these Terms as part of an online or telephone ordering process, the Customer makes an agreement with du (the "Agreement") to provide them with services (the "Services"). These Terms and any Service specific terms form part of the Agreement between the parties and governs the relationship. The Agreement, along with the information shown on the application form or in any relevant brochures, will apply to the Service that the Customer orders.

## 1. Services supplied and making changes

- 1.1 All Services ordered by the Customer will be subject to this Agreement. If the Customer takes up a new service/product or a special offer, the Agreement between the parties will be varied to take account of any additional terms and conditions which may apply. If the Customer wants to add or cancel Services then please contact du through one of the channels set out in the User Guide.
- 1.2 du may make changes to its Services (including withdrawal of a Service), or to its prices and Terms, at any time. du will give the Customer 28 days' notice of increases to its prices and 14 days' notice of any non-price related changes which will affect the Customer. The Customer accepts such changes by continuing to use the Services after notice is given. If the Customer does not accept a change, it must contact du within 7 days to cancel the relevant Service.
- 1.3 du will consider the Customer to have received notices from du if du contacts the Customer at the latest postal address, email or SMS the Customer has given to du. du will also put all changes on its website [www.du.ae](http://www.du.ae)
- 1.4 du will require the Customer's consent to provision new Services and carry out certain activities. The Customer may nominate, in writing, operational contacts who are authorised to give the Customer's consent. If the Customer does not nominate any operational contacts, du, acting in good faith, may rely on the authority of any of the Customer's employees who tell du that they have authority to give the Customer's consent.

## 2. Quality of Service

- 2.1 du aims to offer high-quality Services and, if any quality of service issues arise, will take all reasonable steps to minimise interruptions to, interference with or reduced quality of the Services.
- 2.2 The quality of Service may sometimes be affected by factors outside du's control. Given the nature of the Services, du cannot guarantee that the Services will be available in all areas at all times, or will be free of faults that result in interruptions or interference to the Services. At times du may carry out maintenance to its network or rectify network break-downs which may cause interruption to a Service.
- 2.3 du reserves the right to block access to certain telephone numbers or content (including mobile, internet and broadcast content) for legal or regulatory reasons.

## 3. Paying for the Services

- 3.1 Charges will apply for the Services from the date that they are first provided. The Customer agrees to pay the charges for all Services that are ordered, together with any one-off charges that may be applicable to the Customer's account, at the prices set out in the current Tariff Guide. A copy of the most recent Tariff Guide is available on the du website at [www.du.ae](http://www.du.ae). The Customer is responsible for paying the charges applicable for all use made of the connections provided on the Customer's account, including any use made by other people, unless a SIM or other equipment has been reported to du by the Customer as lost or stolen. Charges for a Service will appear on the next bill, however, sometimes there may be a time delay before certain charges appear.
- 3.2 du will send the Customer's bill (in the language the Customer has chosen) to the billing address (mail/email/SMS) the Customer has given du. The Customer is responsible for settling the Customer's account in accordance with the payment requirements specified in the application form. If the Customer does not receive its bill the Customer should contact du.
- 3.3 There are several payment methods available to the Customer, these are set out in the User Guide and on the website. If the Customer pays the bill by some method of transfer and bank charges or fees are levied, then these additional fees must be paid for by the Customer. The Customer can also pay for certain Services and third party services using du's Mobile Payment Service. du will follow the instructions the Customer gives du on the Mobile Payment Form to debit amounts from the Customer's nominated bank account, debit card or credit card as shown. Additional charges may be payable by the Customer when making payment for to third party services using the Mobile Payment Service.
- 3.4 If the Customer uses more than one Service, any payment the Customer makes may be applied by du towards any outstanding amount for any Service. If the Customer has more than one account with du, du reserves the right to transfer any credit on one account to settle outstanding amounts overdue under another account. Any amounts du owes the Customer may be set-off against any outstanding payments due from the Customer to du.
- 3.5 If the Customer does not pay all of the charges due by the due date shown on a bill, du may suspend the Services in respect of the whole account or any specific end-user, convert the account in respect to some of the Services from a Monthly Plan account to a Pay as You Go account, or end this Agreement. If the Customer does not pay all of the charges due by the due date shown on a bill, du may charge a late payment fee or instruct a debt-collection agency to collect any overdue payment, together with any late payment or administration charges applicable (levied by du or the debt-collection agency).

## 4. Deposits and credit assessments

- 4.1 Some Services may require the Customer to pay a deposit for that Service.
- 4.2 du may carry out a credit assessment based on the information the Customer gives du on the application form. This will be used to set any credit limits that are applicable to the Customer. The Customer may be able to increase its credit limit by paying a deposit. If the Customer wishes to change its credit limit please contact Customer Care.
- 4.3 Once the Customer has reached its credit limit in any month, du may suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit.
- 4.4 du may use any deposit against payment of the Customer's account (or any other account the Customer has with du) if: (i) the Customer has failed to pay an amount which is due to du and du has suspended the account; or (ii) the Customer has failed to return equipment after a Service has been cancelled or suspended.

## 5. Customer obligations

- 5.1 The Customer agrees that the Customer will (and, where appropriate, will ensure all other users the Customer has specifically registered under the Customer's account (the "Endusers") will):
  - a) pay all charges for the Services that Customer orders and/or uses;
  - b) follow du's instructions in respect of each Service;
  - c) use the Services responsibly, and in compliance with the laws of the United Arab Emirates, and in particular not use the Services to make offensive, indecent, menacing, nuisance or hoax calls, or use the Services in any way to send unsolicited SMS, spam or junk mail, commit fraud or any other criminal offence;
  - d) not resell the Service;
  - e) not use the Services in any way which breaches the intellectual property rights of any third party and if you do so then the Customer agrees to indemnify du against any loss or damage du suffers as a result of this;
  - f) supply further documentation and information that du may request in order to comply with du's legal and regulatory obligations. Supplying false information regarding identity may lead to termination of all Services and, in accordance with UAE law, may lead to fines, imprisonment or both; and
  - g) not connect any equipment to the du Network unless expressly approved by du.

## 6. Circumstances where du can suspend or terminate a Service

- 6.1 du may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, in the event that:
  - a) du suspects that: (i) the Customer is failing to comply with this Agreement in any way; or (ii) unusual or fraudulent activity is occurring on the account. du will reinstate the Service as soon as du is satisfied that this is not the case;
  - b) the Customer fails to pay charges due;
  - c) du is required to do so by any government, regulatory organisation, emergency service, or other competent authority;
  - d) the Customer enters into liquidation or enters into an arrangement with the Customer's creditors (or equivalent legal procedure in any other relevant jurisdiction), or du believes it is likely that the Customer will do so shortly; or
  - e) there is a planned outage or du needs to repair its Network as a result of any unplanned outage or any other reason beyond du's control. Following the suspension of a Service in accordance with paragraphs (a), (b) or (d) above, du may, in addition, immediately terminate the Service.
- 6.2 Where du suspends a Service under one of the provisions in this Clause 6, the Customer remains liable for all recurring and/or monthly charges applicable during that period of suspension.

## 7. Transferring this Agreement or adding other end users to the account

- 7.1 Under this Agreement, du agrees to provide the Services only to the Customer as account holder and to registered End-users. The Customer may not transfer this Agreement or an account without du's prior consent. If the Customer adds End-users to the account, the Customer as account holder remains responsible for all aspects of the account, including payment for the Services taken by all End-users, and ensuring that all End-users use the Services in accordance with the Agreement.

- 7.2 The Customer agrees that du may assign this Agreement to a third party, for business reasons. If du does this then it will notify the Customer of any change in provider of the Services.

## 8. Ending a Service or this Agreement

- 8.1 If the Customer wants to end a Service then the Customer should contact Customer Care. All Services must be taken for at least the minimum term (the "Fixed Term") specified in the Agreement.
- 8.2 If Customer terminates any Service before the expiry of the Fixed Term the Customer will be required to pay for that Service until the end of the Fixed Term and du will not refund any charges paid in advance for the Fixed Term. In addition, du may bill the Customer du's reasonable costs incurred if du has to remove any equipment from the Customer's premises.
- 8.3 If the Customer ends all Services, then this Agreement will end automatically and du may close the Customer's account. Upon closing the Customer's account any outstanding charges connected with the account will become immediately payable.
- 8.4 du can end this Agreement or any Service at any time, and will use its best endeavours to give the Customer reasonable notice of the termination, but the Customer agrees that du is not required to give this notice in all circumstances.
- 8.5 When this Agreement ends, it is the Customer's responsibility to cancel any payment arrangements which have been set up.

## 9. Legal liability

- 9.1 du will not be liable (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) for any actions by du or anyone who works for du, except to the extent that such liability cannot be excluded under UAE law.
- 9.2 Subject to the rest of this Clause, any liability which may arise will be limited to AED 100,000 per incident and be capped to a maximum of AED 500,000 for any number of incidents within any 12 month period.
- 9.3 du shall not be liable to the Customer, or any End-users, for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential loss suffered by the Customer or any End-users.
- 9.4 du shall not be liable to the Customer or any End-users:
  - a) for the temporary non-availability of du's network;
  - b) for loss, late receipt or non-readability of any message or communication; (c) for any defects, malfunctions or delays connected in any way with the provision of content; (d) in respect of any products or services the Customer, or its End-users, order from third parties using the Services; or (e) for failure to provide a Service for a reason outside of du's control.
- 9.5 **This Clause 9 will continue to apply even after this Agreement has ended.**

## 10. Privacy, account details and passwords

- 10.1 du may monitor Customer's use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory purposes.
- 10.2 The Customer undertakes that all information the Customer gives to du is correct and complete. The Customer must notify du if the details in the Customer's account change.
- 10.3 The Customer's account details may be used to verify identity for access to various Services – these must be kept safe. The Customer's passwords are confidential – these must be kept secret. du will grant access to the Customer's account when the passwords are given correctly. du will not be responsible for any loss the Customer, or its End-user, suffers as a result of failure to maintain password security.
- 10.4 du reserves the right to share the Customer's account information, call data, and content of telecommunications traffic with third parties for credit checking, security, fraud prevention, identity verification purposes, or where du has been requested to make such information available to a government or law enforcement agency.
- 10.5 Where Customer has given du permission, du may share the Customer's information with other companies who are du's business partners. The Customer may be contacted by mail, telephone, SMS, fax or email to let it know about any goods, services or promotions du thinks may interest the Customer. Please see du's Privacy Policy at [www.du.ae/privacypolicy](http://www.du.ae/privacypolicy) for details of how du looks after the Customer's confidential information. The Customer should call Customer Care if the Customer no longer wishes to be contacted in this way.

## 11. If the Customer wants to make a complaint/disputes

- 11.1 If the Customer has a complaint about the Services then the Customer should contact Customer Care who will try and resolve any complaints quickly and amicably.
- 11.2 This Agreement is governed by the federal laws of the United Arab Emirates and the laws of the Emirate of Dubai, and any disputes shall be subject to the exclusive jurisdiction of the courts of Dubai.
- 11.3 If either of the parties fail to exercise a right they may have under this Agreement, this does not prevent that party from taking further action.

## 12. Telephone numbers, domain names, email addresses

- 12.1 The Services may include use of a telephone number, domain name, email address or other unique identifiers. The Customer must comply with the requirements of any regulatory body which administers these addressing identifiers. These addressing identifiers are not the property of the Customer and du reserves the right to recall them if it is required to do so or has good reason to do so.
- 12.2 du will put Customer's number into a telephone directory and make it available from du's Directory Enquiries Service unless Customer asks du not to. The Customer should call Customer Care if it does not wish to be included in this Service.

## 13. Content Services

- 13.1 Content is information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the Services.
- 13.2 The Customer must not allow its End-users to access any age-restricted content if they are below the specified age.
- 13.3 du is not responsible for material or information contained in content that is accessible through the Services. du does not endorse any information or content accessible through the Services. The Customer is solely responsible for determining the suitability of all accessed content.
- 13.4 du may establish size limits for transmission of emails and individual storage capacity for content on its network.
- 13.5 Content downloaded by the Customer through the Services may be subject to du's or third party copyright or other intellectual property rights, and is provided to the Customer subject to those rights. Unless otherwise specified, the Customer may not re-sell, re-distribute or relay any downloaded content. The Customer may only copy or record such downloaded content for its own private and non-commercial use.
- 13.6 Any downloaded or saved content is done so at the Customer's own risk and du accepts no responsibility for corruption or loss, or for any damage to the Customer's equipment. du shall not be liable to the Customer for any technical problems arising from, or connected to, use of content or for any delay or non-transmission of content.
- 13.7 du may at its discretion, and without notice, deny access to, remove or modify any content that may be defamatory, offensive, indecent, objectionable or illegal or may have infringed any third party's intellectual property rights. If du stores content for the Customer du reserves the right to remove such content for legal or regulatory reasons.

## 14. Equipment and access to premises

- 14.1 Where du rents equipment to the Customer such equipment will remain du's property at all times and du may need to alter or replace it from time to time. Equipment made available to the Customer as part of the Service must be returned to du when the Service ends otherwise du will charge the Customer for non-return of the equipment. The Customer must look after any equipment rented to it.
- 14.2 If replacement of the equipment or maintenance is required as a result of:
  - a) misuse or neglect of, or accidental or willful damage to, the equipment by the Customer, or its End-user;
  - b) fault in, or any other problem associated with, the Customer's own equipment or any system that du does not cover; or
  - c) the Customer failing to comply with the terms of this Agreement, then du will charge the Customer at its current hourly rates for maintenance services and/or any replacement of the equipment.
- 14.3 If the equipment needs replacing through no fault of the Customer's own and is within the warranty period then du will not charge for its replacement. However, if the equipment is outside the warranty period then a charge may apply (please refer to the User Guide and price list).
- 14.4 The Customer must allow du prompt and safe access to premises occupied or controlled by the Customer following du's reasonable request. du will require access in order to carry out installations, inspections, repairs or testing of any du equipment or other equipment used in the provision of the Services, and to inspect and check that Customer's use of the Services complies with the terms of this Agreement.

## Specific Terms and Conditions for Business Services

Version: April 2009

These additional terms apply to each specific Service the Customer orders. In the event of any inconsistency between the General Terms and these specific terms, these specific terms and conditions shall prevail.

### Global Managed Services Specific Terms and Conditions

#### 1. Supply of Service

- 1.1 du shall provide the Service to the Customer as specified on the Order Form for the Fixed Term, following which the Service will continue unless terminated in accordance with the Agreement.  
The Service shall comprise Ethernet / IP VPN products for Internet Protocol (IP) transmission over a Virtual Private Network (VPN) at a speed and class of service set out in the Order Form and shall be provided between and/or among the Ethernet / IP VPN products subscribed as stated in the Order Form.
- 1.2 du shall be responsible for the installation and commissioning of the Services. Following such installation and commissioning, du shall carry out acceptance tests to establish if the Service is ready for service. Following successful completion of the acceptance tests du shall notify the Customer that the Service is ready for service. The Customer shall have five (5) days to confirm that the Service is ready for use. If the Customer does not respond within this period then the Service shall be deemed ready for service and will go live on the Service Commencement Date. Each Customer Site may have a different go live date.
- 1.3 du shall use its reasonable endeavours to supply the Service in accordance with the timelines. If du is unable to provide the Service to the Customer on or before the Service Commencement Date, then du shall notify the Customer as soon as practicable, stating a revised date which shall be the new Service Commencement Date and use its reasonable endeavours to meet that revised date.
- 1.4 The Customer agrees that du may subcontract the obligation to provide any part of the Service, or utilise facilities provided by a third party for all or part of the route. du shall in all cases retain end-to-end service responsibility.
- 1.5 Unless otherwise notified by du, a request by the Customer to relocate, change an interface of an existing service on an existing route or routes will be treated as a request for a new Service and termination of the existing Service. Changes requested by the Customer relating to reconfiguration and upgrade of capacity or bandwidth will be dealt with by way of a change request to the existing Service.
- 1.6 The Customer cannot downgrade bandwidth during the Fixed Term.
- 1.7 Provision of Services may involve the use of local and international transmission capacity on a third party network to connect the du international gateway and Customer Sites. du shall manage all arrangements necessary for use of such third party networks in provision of the Services.
- 1.8 Depending on the agreed configuration of the Service, the Customer has the option of providing the edge router installed at the Customer Sites. Such routers shall form part of the Customer's equipment.
- 1.9 In the event that the circuit connecting the Customer's Sites to the nearest point of interconnect does not include the supply of DTU or NTU, then the Customer is required to provide the DTU or NTU at its own cost and such DTU or NTU shall form part of the Customer's equipment.

#### 2. Charges, invoicing and payment

- 2.1 The Customer shall pay the Charges set out in as per the order form for provision of the Services.
- 2.2 du will invoice the Customer for:
  - 2.2.1 the Monthly Recurring Charges via email (in PDF format) and/or with a hard copy by post, on a monthly basis in advance; and
  - 2.2.2 the Installation Charge.
- 2.3 The Monthly Recurring Charge for a Customer Site shall be billed from the date that the testing is accepted by the Customer pursuant to clause REF\_Ref 227470535 v/h 1.2 of these specific terms.
- 2.4 All payments shall be made in UAE Dirhams (AED) unless specified and agreed by both parties in advance.
- 2.5 The Customer must pay all Charges that are subject of an invoice from du in full within 30 days of the invoice date (except where a valid billing dispute is raised by the Customer) by any of the available payment methods notified to the Customer by du.
- 2.6 The Customer must pay all undisputed invoices without set-off or counterclaim, free and clear of any withholding or deduction. Any service credits payable under the Service Level Agreement will be payable in accordance with Annex A.
- 2.7 An invoice from du shall be deemed to be accepted by the Customer if the Customer does not provide a written objection to du before the end of 30 days after the due date of the invoice.
- 2.8 The Charges shall remain fixed for the duration of the Fixed Term, however, du shall be entitled to pass on any third party price increases upon providing reasonable notice of such increases to the Customer. In the event that the Service continues after the Fixed Term the Charges specified in order form shall be updated in accordance with the latest du price list (as such is updated from time to time), and the Customer agrees to pay the charges as specified in the latest du price list.
- 2.9 If the Customer requests that du provision the Service beyond the du Network Termination Points, du may invoice the Customer an additional charge in relation to such provisioning.
- 2.10 If all or part of the details of a circuit are significantly modified, including, without limitation, a change in the du Network Termination Points or capacity, before the Service Commencement Date, du reserves the right to charge the Customer an amount to cover the reasonable costs incurred by du as a result of such modification.

#### 3. Customer obligations

- 3.1 The Customer must:
  - 3.1.1 obtain and maintain at its own cost all equipment and facilities necessary to access and use the Service, and only connect equipment to du's Network that has been approved by du or that is type-approved by the Telecommunications Regulatory Authority. In the event that changes are introduced to the du Network, the Customer shall be responsible for ensuring the continued compatibility of the Customer's equipment with the du Network and the Customer shall have no claim whatsoever against du arising out of the network changes;
  - 3.1.2 appoint technical and billing points of contact as authorised persons on behalf of the Customer to provide the initial and ongoing network configuration information for the Service and deal with any changes requested to the Service;
  - 3.1.3 for the duration of the term of the Agreement, establish and maintain, reasonable and adequate security policies, operating procedures and standards with respect to:
    - a) the Customer's equipment;
    - b) any Customer's network that interfaces with the Service and/or equipment; and
    - c) any network, equipment and applications not provided by and/or managed by the Customer;
  - 3.1.4 provide du and any employee, agent, affiliate or contractor of du and any third party with all information and assistance that person may reasonably require to design, price, arrange, test, commission and maintain the Service;
  - 3.1.5 procure all permissions, licences, waivers, consents, registrations and approvals necessary for, or reasonably considered desirable by, du to deliver, install and provide the Service at the Customer Site;
  - 3.1.6 provide access, free of charge, to du equipment rooms and ensure that they meet all technical and environmental standards notified by du including the requisite power supply to all du equipment located at the Customer's equipment rooms;
  - 3.1.7 participate in any testing procedures that may be reasonably requested by du or any agent, affiliate or contractor of du or any third party operator; and
  - 3.1.8 take all necessary measures to prevent fraudulent, improper or illegal use of the Service.
- 3.2 The Customer shall be responsible at all times for the safety, safe custody and safe use of all du equipment after installation at the Customer's premises and agrees:
  - 3.2.1 to house, keep and use the equipment in accordance with all written instructions notified by du or, in the absence of such instructions, to the same standard as if the equipment were the property of the Customer;
  - 3.2.2 not to add to, modify, repair, service or in any way interfere with the equipment, unless du has given its prior written consent to any particular modification, repair or service;
  - 3.2.3 at all times keep the equipment at the Customer's premises at a constant temperature and free from movement, external vibration or collision; and
  - 3.2.4 not to do anything or to allow to subsist any circumstance, matter or thing which is likely to damage the equipment or detract from or impair its performance or operation.
- 3.3 The Customer acknowledges that the effectiveness of the equipment depends to a great extent upon how the Customer uses it. It is the Customer's responsibility to ensure that it uses the equipment in accordance with any instructions (verbal and/or written) supplied, whether by du or its manufacturers. du shall not be liable for any breaches of security in the Customer's network arising from the Customer's failure to comply with such instructions or its misuse or improper use of the equipment.
- 3.4 Where the Customer has been granted access to du equipment rooms, the Customer fully indemnifies du, and shall keep du indemnified against, all losses, damages, claims, cost and expenses (including third

party claims) incurred by du arising out of any damage or interference to du's equipment rooms or any equipment contained within the equipment rooms.

#### 4. Access to content and security of data

- 4.1 The Customer acknowledges and accepts that it is the Customer's responsibility to protect the Customer's hardware and IT systems against third party interference, including, without limitation, virus infections, worm infections, Trojans, SPAM attacks, phishing attacks, email relay issues, denial of service and hacking attempts.
- 4.2 The Customer acknowledges that du shall not be liable for the security of the Customer's data transmitted via the Service or the du Network and that du shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service or the du Network.

#### 5. Liability and fault reporting

- 5.1 The Customer acknowledges that du does not exercise any control over, authorise or make any warranty regarding:
  - 5.1.1 the Customer's right or ability to use, access or transmit any content using the Service; or
  - 5.1.2 the consequences of the Customer using, accessing or transmitting any content using the Service.
- 5.2 The Customer acknowledges that du cannot guarantee, nor is liable for, the security of the traffic transmitted over the Service.
- 5.3 du shall have no liability for any faults or interruptions in the Service or any inability of the Customer to access the Service where this is caused by:
  - 5.3.1 a failure of the Customer to perform its obligations under Clause 3 above or the General Terms and Conditions;
  - 5.3.2 any failure, inadequacy or incompatibility of, or in, any equipment/service provided by the Customer or a third party that connects to the Service or the du network;
  - 5.3.3 any failure in a third party facility used in provision of the Service; or
  - 5.3.4 any equipment provided by the Customer that connects to the du Network.
- 5.4 As soon as the Customer becomes aware of a fault this must be reported to du by telephoning +971 (0)4 391 0000. This number is available 24 hours a day, 7 days a week. The Customer can also report the fault by email to [Business.Customercare@du.ae](mailto:Business.Customercare@du.ae)
- 5.5 Before reporting a fault the Customer must take reasonable steps to ensure that the fault is not a fault in any equipment located on the Customer's side of the Network Termination Point. If du investigates a fault and determines that the fault is attributable to any equipment on the Customer's side of the Network Termination Point then:
  - 5.5.1 du will use its reasonable endeavours to notify the Customer of the fault and its probable cause and location but will not bear any further liability or responsibility; and
  - 5.5.2 du may charge the Customer for any costs incurred by du in investigating the fault.
- 5.6 Where du investigates a reported fault and determines that the fault is attributable to equipment located on the du side of the Network Termination Point, du will restore Services. Where the fault is attributable to a third party facility, du shall liaise with the third party and arrange for service restoration.

#### 6. Term and termination

- 6.1 The Service will commence on the Service Commencement Date and will remain in force for the Fixed Term unless terminated in accordance with the Agreement. On expiry of the Fixed Term the Agreement will continue unless terminated by either Party on 90 days' written notice.
- 6.2 In the event the Customer wishes to cancel an Order soon after acceptance by du but before Service Completion Date or go live date, du reserve the right to charge the full fees that would otherwise be due during the Fixed Term.
- 6.3 Either Party may terminate the Service immediately, in whole or in part, by giving notice to the other Party if:
  - 6.3.1 the other Party is in material breach of the Agreement and, if the breach is capable of remedy, such Party fails to remedy the breach within 30 days after receipt of written notice requesting the breach to be remedied; or
  - 6.3.2 the other Party makes a general arrangement or agreement with its creditors, or applies to a court for general protection from its creditors, or a bankruptcy or other similar action is filed against the Party, or a resolution is passed by it for its winding-up or dissolution, or an administration order is made in relation to its assets or a receiver is appointed over any of its assets, or any analogous event occurs under the laws of the Party's country of incorporation.
- 6.4 Termination or expiration of the Service shall be without prejudice to rights or obligations of a continuing nature and those expected to come into force upon termination or expiration.

#### 7. Consequences of termination

- 7.1 Upon termination of the Service:
  - 7.1.1 the Customer must return any equipment du makes available to the Customer as part of the Service;
  - 7.1.2 the Customer must pay to du all outstanding invoices;
  - 7.1.3 the Customer must pay all Installation Charges and any termination charges; and
  - 7.1.4 all property belonging to each Party will be removed from the other Party's premises, if applicable, and each Party shall give the other reasonable access to do so.
- 7.2 Where the Customer terminates the Service, or a circuit, prior to expiry of the Fixed Term (as defined in the Order Form) the Customer shall pay all the Monthly Recurring Charges that would have been payable for the terminated Service, or circuit, for the entire Fixed Term, less any amount that the Customer has already paid in respect of the Monthly Recurring Charges.
- 7.3 For the avoidance of doubt, Clause 7.1.4 shall not apply with respect to termination of Services by the Customer pursuant to Clause

#### 8. Service levels

- 8.1 The Service will be supplied in accordance with the service levels set out in Annex A.