

**STANDARD AGREEMENT FOR ENTERPRISE CUSTOMERS  
(NOVEMBER 2015)**

This Agreement is made between Emirates Integrated Telecommunications Company PJSC, with a nominal share capital of 4,571,428,571 AED, 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 Dubai Media City, Al Salam Tower, PO Box 502666, Dubai, United Arab Emirates (**du**), and the signatory to this Agreement ordering Services on an approved Service Order (**Customer**).

**THE PARTIES AGREE AS FOLLOWS**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following definitions apply:

**Acceptable Use of Service Policy** means the du policy that governs the Customer's use of the Service available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>.

**Affiliate** means any entity or person Controlled by, Controlling, or under common Control with, a Party.

**Authorised End User** means any director, officer, employee or sub-contractor of the Customer that receives a username and password in order to gain access to one or more of the Services.

**Authorised Person** means any director, officer, employee, sub-contractor or adviser of a Party.

**Business Day** means every day excluding Fridays, Saturdays, and any national holidays in the United Arab Emirates.

**Cancellation Charge** means a Charge payable in relation to cancellation of a Service before the Service Commencement Date.

**Claims(s)** means any claim whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, indemnity or otherwise.

**Confidential Information** means any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets or any other information of whatever nature relating to a Party or their respective businesses which has been disclosed (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of that Party to the other Party whether before or after the date of the Agreement.

**Content** means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things.

**Control, Controlled, or Controlling**, as the context requires, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity whether through the ownership of voting securities, by contract, or otherwise.

**Customer** means the party listed as the customer on the Service Order.

**Disclosing Party** means a Party that disclosed Confidential Information.

**Downgrade** means any modification to the Service which reduces the capacity, use or utility of that Service.

**du Equipment** has the meaning set out at clause **Error! Reference source not found.**

**Early Termination Charge** means the charge payable for cancellation of a Service after the Service Commencement Date but before expiry of the Minimum Term.

**End-user** means an individual end user of the Service provided to the Customer.

**Enterprise Customer Care** means du's customer care telephone service available to enterprise customers.

**Equipment** means the equipment supplied by or on behalf of du to the Customer.

**Force Majeure** means (each individually) an act of god, insurrection or civil disorder, war or military operations, national or local emergency, cable cuts, terrorist acts, industrial disputes or action including lock-out, partial or total strikes or other labour unrest (save where such industrial disputes or action solely affect the claiming Party), epidemic, blockage of means of transport or of supplies, earthquake, fire, storm, lightning, explosion, flood, water damage, land subsidence, weather of exceptional severity, unavailability or restricted supply of gas or electricity, acts or omissions of persons for whom neither Party is responsible including any third party telecommunications operator, acts or omissions of or restrictions imposed by any regulator or government agency (except to the extent such government or regulatory actions, omissions or restrictions take place or are imposed because the claiming Party has breached an applicable law), compliance with a statutory obligation, or any other cause outside a Party's control.

**General Terms** means the terms and conditions set out in this document comprising clauses **Error! Reference source not found.** to **Error! Reference source not found.**

**Intellectual Property Rights** means any patent, copyright, trademark, trade name, service mark, moral right, design right, database right, know how, and any and all other intellectual property rights whether registered or not or capable of registration and whether subsisting in the United Arab Emirates or any other part of the world together with any and all goodwill relating to such rights.

**Minimum Term** means the minimum period of connection for a particular Service.

**Monthly Charge** or **Monthly Recurring Charge (MRC)** means the **monthly** recurring Charge payable by the Customer to du for provision of a Service as specified in the Service Order.

**Network** means the communications network used by du.

**Non Recurring Charge** or **NRC** means the non-recurring charge payable by the Customer to du for installation of the Service and for the commissioning and configuration of the Service as specified in a Service Order

**Party** means du or Customer, as the content requires, and collectively referred to as the **Parties**.

**Personal Information** means any personal data relating to a specific person and includes, but is not limited to, that person's name, address, bank account details, credit card details, service usage details, call records, message records and any information derived from a person's use of the Services, account status, payment history and credit rating.

**Personnel** of a Party, means each of that Party's directors, officers, employees, agents, contractors, advisers and representatives but does not include that Party's End Users or the other Party.

**Receiving Party** means a party receiving Confidential Information.

**Service(s)** means a service to be provided by du to the Customer as specified in a Service Order and as further described in the relevant Service Schedule.

**Service Commencement Date** means the date that the Service is provisioned by du.

**Service Delivery Point** has the meaning given to it in the relevant Service Schedule and refers to the point where the Service ends.

**Service Order** means a du provided form signed by the Customer to order Service(s) pursuant to these General Terms.

**Service Level Agreement** or **SLA** means a set of key performance indicators for any particular Service (if applicable), as more particularly specified in the Service Level Agreement document.

**Service Schedule** means each Schedule setting out the specific terms and conditions relating to the Service being provided by du to the Customer under a Service Order.

**Site** means a Customer site to which the Service is delivered, as specified in a Service Order.

**Standard Agreement** or **Agreement** means this Agreement comprising the following documents:

- a. the General Terms;
- b. each Service Schedule;
- c. Service Level Agreement (if applicable); and
- d. each Service Order.

**Tariff Guide** means the tariff guide(s) on the du website (du.ae) specifying standard pricing for particular Services.

**Taxes** means any tax, duty or other charges of whatever nature (but excluding any tax, duty or other charge levied on income accruing to du hereunder) imposed by any taxing or government authority, including but not limited to, a value added, goods or services, or withholding taxes.

**TRA** means the Telecommunications Regulatory Authority of the United Arab Emirates.

**UAE** means the United Arab Emirates.

**Unallowed Traffic** means a flow of calls for any particular Service which du believes is: (i) disproportionate to the flow or volume of calls which du expects from good faith commercial practice and usage of the network; or (ii) disproportionate to Customer's previous call profiles (in any given month) with du.

**Usage Charge** means a charge which applies to a Service based on usage (eg, call charges).

**Working Day** means a day that is not a Friday, Saturday or public holiday in the United Arab Emirates.

## 2. PRECEDENCE

If there is a conflict between the documents referred to in this Agreement, then the documents will be given the following order of priority with sub-clause 2.1 having the highest order of priority:

- 2.1. General Terms;
- 2.2. relevant Service Schedule;
- 2.3. Service Level Agreement (if applicable);
- 2.4. relevant Service Order.

## 3. DURATION

3.1. **Start date.** This Agreement shall start on the date that du accepts your Service Order in accordance with clause **Error! Reference source not found.**

3.2. **Term.** The Agreement continues until terminated by either Party in accordance with its terms.

## 4. ORDERING PROCESS

4.1. **Ordering.** To order a Service, Customer must complete a Service Order and submit it to du. Customer warrants the accuracy of Customer provided details contained in the Service Order.

4.2. **Acceptance.**

4.2.1. du may accept, reject or request further information about a Service Order. du shall not unreasonably withhold its acceptance of a Service Order.

4.2.2. du shall accept a Service Order either:

- a. in writing (electronic mail allowed) or
- b. by performing the Services or providing the Equipment in a Service Order.

4.3. **Incorporation of terms.** Each accepted Service Order shall be subsidiary to this Agreement and shall be deemed to incorporate the relevant terms of this Agreement to the exclusion of any other terms.

## 5. SERVICE PROVISIONING

5.1. **Services.** du shall provide all Services with reasonable skill and care but does not guarantee to provide complete or uninterrupted access to the Services.

5.2. **Security of communications.** Subject to all applicable laws and regulations, du shall exercise all reasonable efforts to ensure the security of the Customer's and End User's communications. However, for reasons beyond du's control, it does not promise or guarantee that communications will be completely secure.

5.3. **Customer Responsibilities.** If the Customer fails to comply with any of its responsibilities under this Agreement including as set out in clause **Error! Reference source not found.** and in any Service Schedule or Service Order, then du will not be liable for any resulting delay or failure to provide the Services (subject to compliance with any applicable notice provisions) and any relevant time periods for du shall be extended until the Customer has complied with its responsibilities. du shall be entitled to charge the Customer any costs incurred by du as a result of any failure by the Customer to satisfy such responsibilities.

5.4. **Site access and regulations.** The Customer must provide access, or procure all necessary permissions or consents, to the Customer's Site to enable du to deliver, install and provide the Service to the Customer. du agrees to comply with any Customer access and security procedures for a Customer Site which du has approved in advance. In addition, the Customer confirms that any person attending a Customer Site from du, or on behalf of du, shall have a safe and suitable working environment.

5.5. **Provision of information and documents.**

5.5.1. **Customer information.** The Customer shall provide (and shall make sure that its End Users provide) all information and complete all documentation (including in relation to identification, legitimation and billing details) which is required by du or the TRA to perform this Agreement.

- 5.5.2. **Accuracy.** The Customer confirms that any information which it provides to du in connection with this Agreement or the provision of the Services is and will be complete and accurate.
- 5.6. **Acceptance of Services.** Acceptance of any Service provided by du shall be deemed to have occurred on whichever is the earlier of the following:
- 5.6.1. the expiry of 3 Business Days after du has notified the Customer that the Service is available for use;
- 5.6.2. the use of the Service by the Customer in its normal course of business.
- 5.7. **Telephone numbers and unique identifiers.** 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 identifiers. These identifiers are not the property of the Customer and du may recall them if it is required, or has good reason, to do so.
- 6. MIGRATION OF SERVICES FROM PREVIOUS SERVICE PROVIDER**
- 6.1. **Migration of number/ Services:** If the Customer is eligible to:
- 6.1.1. transfer a fixed Service; or
- 6.1.2. move its existing mobile number (ie, mobile number portability);
- from its previous service provider (**Previous Provider**) to du, the Customer remains liable to the Previous Provider for all outstanding charges in relation to those services .
- 6.2. **Non-payment to Previous Provider:** if the Customer fails to pay any outstanding charges (including any early termination Charges) to the Previous Provider, du may suspend and/or terminate the Services if payment is not made by the time specified. du shall notify the Customer prior to such suspension and/or termination.
- 7. USE OF SERVICE**
- 7.1. **Compliance with terms.** The Customer will only use the Services and Equipment in accordance with applicable law, the terms of this Agreement and any other reasonable instructions or conditions notified to the Customer by du (including any given as a result of instructions imposed by the TRA).
- 7.2. **Restrictions on the use of the Services and Equipment.** The Customer shall ensure that the Services or Equipment are not used:
- 7.2.1. other than in accordance with du's "Acceptable Use of Service Policy" available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>;
- 7.2.2. for the transmission of illegal or offensive material;
- 7.2.3. for the transmission of material that contains software viruses or any other disabling or damaging programs;
- 7.2.4. in any way which impairs or damages the Network or the provision of the Services;
- 7.2.5. except where previously approved by du in this Agreement:
- a. in a way which uses automated means to make calls using the Network;
- b. to make a computer permanently accessible as a server;
- c. for setting up connections where the caller receives payments from third parties, based on the call or the duration of the connection (eg, connections to advertising hotlines);
- d. for automated machine-to-machine data exchange;
- e. fraudulently or illegally or in violation of this Agreement.
- 7.3. **No reselling.** The Customer shall not resell, distribute or provide the Services or Equipment to any third party. For the avoidance of doubt, the use of the Services or Equipment by End Users shall not be deemed to be reselling.
- 7.4. **Accessing the internet.** Where use of a Service includes access to the internet, other data networks, websites, resources, software or Content, the Customer shall be responsible for all charges which result from such access and such access shall be at the Customer's own risk. du shall not be responsible for such Content unless du is the Content provider in which event different terms and conditions will apply.
- 7.5. **Responsibility for End Users.** Any End User may use Equipment and Services provided under this Agreement. The Customer will remain responsible for all obligations relating to the Equipment and Services, including payment obligations.
- 7.6. **Authorised End Users.** Where du designates that access to a Service (including ordering) shall be provided only to Authorised End Users, du will provide each Authorised End User with a user name and password. The Customer shall make sure that such details are kept current, secure, are used only in accordance with this Agreement and that du is notified of the identity of Authorised End Users from time to time. du accepts no liability for any unauthorized or improper use of any password, or for any unauthorized disclosure of user names and passwords to third parties.
- 8. SERVICE MODIFICATIONS**
- 8.1. **Customer requested modification.** The Customer may request a modification (which does not include suspension or cancellation) to the Service at any time by giving 30 days' written notice to du. du may agree, in its absolute discretion, to make that modification. If the Customer requested modification:
- 8.1.1. is a Downgrade, the Customer must pay a Downgrade Charge; and
- 8.1.2. is not a Downgrade, the Customer must pay the charges for making the modification (if any) notified to the Customer by du at the time.
- 8.2. **du modification.** du may make changes to the Services or Equipment or any part including enhancements, modifications or replacements, provided that such changes do not materially adversely affect the Customer's or End User's use of the Services or Equipment.
- 9. FAULT REPORTING**
- 9.1. **Reporting faults.** As soon as the Customer becomes aware of a fault in the Service the Customer must telephone Enterprise Customer Care or such other contact as is notified by du to the Customer. Enterprise Customer Care

is available 24 hours a day, 7 days a week. The Customer can also report the fault by sending an email to Business.Customercare@du.ae. 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 Service Delivery Point.

9.2. **Faults caused by Customer.** If du investigates a fault and determines that the fault is attributable to any equipment on the Customer's side of the Service Delivery Point then:

9.2.1. 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

9.2.2. du may charge the Customer for any costs incurred by du in investigating the fault if the cause of the fault is due to the Customer's act or omission beyond the Service Delivery Point.

9.3. **Fault resolution.** Where du investigates a reported fault and determines that the fault is attributable to equipment/service located on the du side of the Service Delivery Point, then du will restore the Service. Where the fault is attributable to a third party facility, du shall liaise with the third party and arrange for Service restoration.

## 10. EQUIPMENT

10.1. **Delivery of Equipment.** du shall deliver Equipment to the delivery address set out in the Service Order.

10.2. **du owned Equipment.** du may provide or lease Equipment to the Customer, in connection with the Service (**du Equipment**). The Customer holds the du Equipment as bailee for du. The Customer must keep the du Equipment free from any charge, lien, mortgage or encumbrance. Title in du Equipment remains with du. Unless otherwise agreed, du Equipment made available to the Customer must be returned to du when the Service ends otherwise du may charge the Customer for non-return of the equipment. The Customer is responsible for any damage to, or destruction or theft of, the du Equipment, except to the extent it is caused by du.

10.3. **Title.** For Equipment that is sold to the Customer (including "lease to own"), title transfers upon receipt by du of full payment for the Equipment in cleared funds.

10.4. **Risk.** Risk in the Equipment shall pass to the Customer upon delivery.

10.5. **Use of du Equipment.** Unless otherwise agreed, for du Equipment located at the Customer Site, the Customer must:

10.5.1. allow du's Personnel, and only du's Personnel, to service, modify, repair or replace the du Equipment; and

10.5.2. do all things reasonably required by du to make clear that du is the owner of the du Equipment;

10.5.3. provide access, free of charge, to equipment rooms to house the du Equipment;

10.5.4. ensure such equipment rooms meet the technical and environmental standards notified by du;

10.5.5. use the du Equipment in accordance with all reasonable instructions (written and/or verbal) notified by du or, in the absence of such instructions, to the same standard as if the equipment were the property of the Customer;

10.5.6. not interfere with the du Equipment, unless du has given its written consent;

10.5.7. keep the du Equipment at the Customer's Site safe and free from movement, external vibration or collision; and

10.5.8. not to do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the equipment or detract from or impair its performance or operation.

10.6. **Replacement.** If the du 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. If the equipment is outside the warranty period then a charge may apply.

## 11. SUSPENSION OF SERVICES

11.1. **Material breach.** If the Customer or an End User commits a material breach of this Agreement, du will be entitled to suspend the Services and any Equipment from using the Network.

11.1.1. Such suspension will be without notice if this is required by law, on instructions from any governmental authority or where there is a breach of clause **Error! Reference source not found.** (Compliance with Terms), clause **Error! Reference source not found.** (Restrictions on Use of the Services and Equipment) or clause **Error! Reference source not found.** (No Reselling) and each of these shall be deemed to be a material breach.

11.1.2. Suspension in the event of failure to pay will be as set out in clause **Error! Reference source not found.** (Suspend the provision of Services/Equipment).

11.1.3. Except as set out in clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**, in all other circumstances, prior to such suspension du will first provide 30 days' notice to the Customer.

11.1.4. If an End User commits a material breach, then the above right to suspend shall relate to the Services and Equipment provided to that End User only.

11.2. **Maintenance.** From time to time du will need to carry out maintenance, modification and testing of the Network, during which time du shall be entitled to suspend the Services. du may also suspend the Services if there is a technical failure of the Network, to safeguard the security and integrity of the Network or if required by law. du shall keep all suspensions to a minimum.

11.3. **Fraud and illegal usage.** du can without notice to the Customer (and unless notice is required by applicable law) suspend or restrict the use of any of the Services (other than emergency services) by the Customer or any End User(s) and take any other necessary steps to avoid repetition if:

11.3.1. du believes that any number, SIM, Equipment or Services are being used in an illegal or fraudulent way (including under clause **Error! Reference source not found.**); or

11.3.2. where du identifies what it reasonably determines to be Unallowed Traffic.

- 11.4. **Effect of Suspension.** If the Services are suspended due to the Customer's acts or omissions, the Customer must pay to du all reasonable costs and expenses incurred by du in the implementation of such suspension or the recommencement of the suspended Services and all Charges for the Services during any such period of suspension.
- 12. CHARGES AND PAYMENT**
- 12.1. **Charges.** The Customer shall pay the Charges in AED Dirhams.
- 12.2. **Invoice.** du shall issue a monthly invoice to the Customer or shall issue an invoice at such other times as are specified in the Service Order.
- 12.3. **When to pay.** The Customer shall pay the Charges within 30 days of the date on any invoice.
- 12.4. **Invoice Disputes.** Where the Customer disputes that an invoice or any part of it is payable by the Customer, the Customer shall notify du within 21 days of receipt of the invoice, including details of why the invoiced amount is incorrect and, if possible, how much the Customer considers is due.
- 12.4.1. All other Charges not related to the dispute shall be paid in accordance with clause **Error! Reference source not found.** (When to Pay).
- 12.4.2. Payment following Invoice Disputes:
- 12.4.3. If an invoice dispute is resolved in favour of the Customer, then du shall issue a credit in favour of the Customer.
- 12.4.4. If the dispute is resolved in favour of du, then the Customer shall promptly pay the disputed amount to du.
- 12.5. **What du may do if the Customer does not pay on time.** Where the Customer does not pay the Charges by the due date, and has not raised a dispute in accordance with clause 12.4 (Invoice Disputes), du shall be entitled to do the following:
- 12.5.1. **Late payment fee.** a late payment fee may be charged on any unpaid amount from the payment due date until payment is made by the Customer in full;
- 12.5.2. **Suspend the provision of the Services/Equipment.** If the Customer has not paid within 14 days of receiving notice of the failure to pay, du shall be entitled to suspend any further deliveries of any Equipment or the provision of any Services to which the non-payment relates until du has been paid in full and such failure to pay shall be deemed to be a material breach; and
- 12.5.3. **Withhold any sums owing.** du may withhold any sums currently owing to the Customer by du by way of credit note or rebate and offset such sums against the sums owing.
- 12.6. **Modifications.** If the Customer wishes to modify a Service Order, including without limitation a change in the capacity or Site location prior to the Service Commencement Date, du may charge the Customer the additional costs incurred by du as a result of such modification, which costs shall be notified to the Customer.
- 12.7. **Price changes.** du may change the Charges, or any terms and conditions that have the effect of a price increase, provided that it gives the Customer at least thirty (30) days prior notice. If the Customer does not accept the new Charges, the Customer may terminate the Service without any terminating liability to du provided that it terminates the Service before the increased Charges come into effect (ie, within the 30 day notice period).
- 12.8. **Cancellation Charge.** If the Customer wishes to cancel a Service Order after acceptance by du but before the Service Commencement Date, du may charge the Customer a Cancellation Charge.
- 12.9. **Early Termination Charge.** If the Customer wishes to terminate the Service before the expiry of the Minimum Term, an Early Termination Charge will apply as specified in the relevant Service Order.
- 12.10. **Taxes.** The Charges shall be exclusive of any applicable Taxes which shall be paid by the Customer to du where necessary.
- 13. DEPOSITS AND CREDIT ASSESSMENTS**
- 13.1. **Deposit.** Some Services may require the Customer to pay a deposit for that Service. du will inform the Customer if a deposit is required for a particular Service. du may use any deposit against payment of the Customer's account (or any other account the Customer has with du) if:
- 13.1.1. the Customer has failed to pay a due amount and du has suspended the account; or
- 13.1.2. the Customer has failed to return equipment after a Service has been cancelled or suspended.
- 13.2. **Credit Assessment.** du may carry out a credit assessment based on the information the Customer gives to du. 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, or increasing, a deposit.
- 13.3. **Credit limit.** Once the Customer has reached its credit limit in any month, du may notify the Customer and then suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit. The Customer however, remains liable for all Charges incurred on the Customer's account irrespective of whether those Charges are above the credit limit. The Customer is liable to pay for Services used irrespective of the credit limit and should not use the credit limit for budgeting purposes.
- 14. WARRANTIES**
- 14.1. **Full Power and Authority.** Each of the Parties warrants that it has full power and authority to perform and observe its obligations under this Agreement.
- 14.2. **No other warranties.** Unless expressly set out in this Agreement all other warranties, representations and conditions (whether express or implied) are expressly excluded to the extent allowed by law.
- 15. LIABILITY**
- 15.1. **Certain liability not excluded.** Neither Party excludes any liability which cannot be excluded by law.
- 15.2. **Exclusion of liability.** Neither Party shall be liable under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for:
- 15.2.1. any loss, whether direct or indirect, of profit, revenue, data, anticipated savings or goodwill; or
- 15.2.2. any indirect or consequential losses, regardless of whether such losses were contemplated.

- 15.3. **Liability cap.** Each of du and Customer's liability for all losses arising under or in connection with all Claims arising under this Agreement shall not exceed in any 12 month period the amount of the Charges paid in respect of such Services and Equipment during that 12 month period or AED 500,000, whichever is less.
- 15.4. **Liability cap where less than 12 months.** If this Agreement has not been in effect for twelve (12) months prior to the date of the cause of action giving rise to the first Claim, then the limit of liability shall be the average monthly Charges payable for the months from the Service Commencement Date until the date of the cause of action giving rise to the first Claim, multiplied by 12 or AED 500,000, whichever is less.
- 15.5. **Exclusions from liability and the liability cap.** The Customer's liability to pay the Charges is expressly excluded from the exclusion of liability in clause **Error! Reference source not found.** (Exclusion of Liability) and from the liability cap in clauses **Error! Reference source not found.** and **Error! Reference source not found.**
- 16. TERMINATION**
- 16.1. **Ending a Service by Notice.** Either Party may end a particular Service on 30 days written notice to the other, provided that:
- 16.1.1. any Service ends on or after the expiry of the relevant Minimum Term; and
- 16.1.2. any amounts specified in the Service Order and any applicable Early Termination Charge is paid.
- 16.2. **Ending the Agreement for Insolvency.** Where permitted by applicable law, either Party may end this Agreement with immediate effect by writing to the other Party if the other Party becomes bankrupt or makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or any analogous event occurs in the territory where the other Party is located.
- 16.3. **Ending the Agreement or Service for Breach.** Either Party may end this Agreement or a particular Service Schedule immediately upon written notice to the other if:
- 16.3.1. the other Party commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; or
- 16.3.2. the other Party commits a material breach of this Agreement which is not capable of remedy.
- 16.4. **Court order not required.** The Parties acknowledge and agree that a Court order will not be required to give effect to any termination of this Agreement.
- 17. CONSEQUENCES OF TERMINATION**
- 17.1. **Stop Using.** On termination of a Service, the Customer and its End Users shall stop using the Services and Equipment and after such termination the Customer shall immediately pay all outstanding Charges and any applicable Early Termination Charge.
- 17.2. **Access.** Where permitted by applicable law, du may after giving reasonable notice to the Customer enter any site where du Equipment is located to recover such du Equipment and Customer will not sell or transfer possession of the du Equipment to any third party.
- 17.3. **Early Termination Charge.** If:
- 17.3.1. the Customer requests the ending of any Service which has not fulfilled a Minimum Term; or
- 17.3.2. ending of the Agreement as set out above, results in the ending of any Service which has not fulfilled a Minimum Term,
- the Customer shall pay any applicable Early Termination Charge. This clause does not apply if the Customer has validly ended the Agreement under clause **Error! Reference source not found.** (Ending the Agreement for Insolvency) or clause **Error! Reference source not found.** (Ending the Agreement for Breach).
- 18. DATA PROTECTION**
- 18.1. **Applicable laws.** Both Parties will comply with applicable laws regarding data protection.
- 18.2. **Personal Information.** du must take all reasonable and appropriate measures to prevent the unauthorized disclosure or use of Personal Information. du may disclose Personal Information if such disclosure is:
- 18.2.1. permitted by any applicable law or regulation;
- 18.2.2. expressly permitted by the Customer;
- 18.2.3. made in the course of du making a credit check with a reputable credit reporting agency;
- 18.2.4. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;
- 18.2.5. made in response to a lawful request from any competent authority in relation to matters involving the public interest and/or matters of state security;
- 18.2.6. made to the TRA in accordance with applicable regulations;
- 18.2.7. to an Affiliate, sub-contractor or other third party who is directly involved in the supply of the Service provided that du requires such third parties to take all reasonable and appropriate measures to protection the confidentiality and security of the Personal Information and to use it only as required for the purposes of providing the Service.
- 18.3. **Passwords.** The Customer's account details may be used to verify identity for access to various Services. These details must be kept safe. 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 an End User, suffers as a result of failure to maintain password security.
- 18.4. **Monitoring.** du may monitor Customer's use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory or legal purposes.
- 19. CONFIDENTIALITY AND ANNOUNCEMENTS**
- 19.1. **Disclosure.** All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.
- 19.2. **Obligations.** Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and

whilst the Agreement is in force and for 5 years after the termination of the Agreement, shall:

- 19.2.1. not disclose it, except to any Authorised Person where strictly necessary to fulfil the purpose of this Agreement;
  - 19.2.2. keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
  - 19.2.3. not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);
  - 19.2.4. notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;
  - 19.2.5. upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
  - 19.2.6. inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party's Authorised Persons shall be treated as if they were the acts or omissions of the relevant Party itself.
- 19.3. **Exceptions.** Confidential Information shall not include any information that:
- 19.3.1. is generally and publicly available other than by breach of this Agreement;
  - 19.3.2. is lawfully in the possession of the Receiving Party before its disclosure under this Agreement;
  - 19.3.3. has been obtained from a third party who is free to disclose it;
  - 19.3.4. is independently developed without access to any Confidential Information; or
  - 19.3.5. a Party is required to disclose by law or to a regulatory authority.

## 20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. **du retains IPR ownership.** The Intellectual Property Rights that exist in or in any part of the Equipment or Services supplied under this Agreement, as well as any improvements or modifications thereto, belong to du or its licensors and, other than necessary for use permitted under this Agreement, no other right, license or transfer is granted or implied under such Intellectual Property Right.

## 21. CHANGING THE TERMS

- 21.1. **Amendments required by law.** du may vary the Agreement at any time by giving written notice to the Customer when such variations are necessary to comply with applicable law, regulation or notices issued by the TRA.
- 21.2. **Amendments by du.** du may vary the Agreement at any time and if the amendment is a price increase, or has the

effect of a price increase, du shall provide at least 30 days' notice to the Customer of such change. The Customer may terminate the Service (without being liable for any Early Termination Charges) if the Service is terminated prior to the changes coming into effect (ie, within the 30 day notice period). du's latest up to date version of this Agreement (with any amendments) shall be available on du's website at [www.du.ae/en/terms-and-conditions](http://www.du.ae/en/terms-and-conditions)

## 22. GOVERNING LAW AND JURISDICTION

- 22.1. 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.

## 23. FORCE MAJEURE

- 23.1. Neither Party will be liable for any failure to perform or for breach of this Agreement caused by an event of Force Majeure, provided that neither Party will be relieved of its obligations to make any payments for Services rendered under this Agreement. The affected Party claiming a Force Majeure event has impacted its ability to perform this Agreement must immediately inform the other Party in writing of the occurrence of the Force Majeure event, and the estimated extent and duration of such inability to perform its obligations.
- 23.2. Responsibilities and obligations specified in this Agreement are subject to immediate fulfilment after the end of the Force Majeure circumstances. Both Parties must use reasonable commercial endeavours to minimise the effects of an event of Force Majeure.

## 24. SURVIVAL OF CLAUSES

- 24.1. **Survival.** Clauses **Error! Reference source not found.** (Warranties), **Error! Reference source not found.** (Data Protection), **Error! Reference source not found.** (Confidentiality and Announcements), **Error! Reference source not found.** (Liability), **Error! Reference source not found.** (Consequences of Termination), **Error! Reference source not found.** (Notices) and **Error! Reference source not found.** (Governing Law) shall survive the expiry or termination of this Agreement.

## 25. GENERAL

- 25.1. **Notices.** du will consider the Customer's consent 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.
- 25.2. **Assignment and Subcontracting.** du may subcontract the performance of any of its obligations under this Agreement, but without relieving du from any of its obligations to the Customer. Neither Party shall assign its rights and obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld). This Agreement will be binding on, and continue to the benefit of, the Parties and their successors and permitted assigns.
- 25.3. **Entire Agreement.** This Agreement:
  - 25.3.1. supersedes all prior oral or written understandings and/or representations between the Parties on this subject matter (unless specifically incorporated into the Agreement);
  - 25.3.2. constitutes the entire Agreement with respect to its subject matter; and
  - 25.3.3. shall not be amended other than in accordance with the terms of this Agreement.

- 25.4. **No Waiver.** Except as otherwise specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Agreement will operate as a waiver of any right, power or privilege.
- 25.5. **Severance.** If any provision of the Agreement is held to be or becomes illegal, invalid or unenforceable in any respect, it will be severed from the Agreement and shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement. The Parties will use reasonable endeavours to negotiate in good faith with a view to replacing the illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.
- 25.6. **Survival of Obligations.** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 25.7. **Capacity.** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Agreement.

#### SERVICE SCHEDULE

This Service Schedule is applicable to a Service Order for the applicable Service(s) which has been submitted by Customer, and accepted by du, in accordance with the General Terms and Conditions (collectively, the Agreement).

#### ENTERPRISE MOBILE – SERVICE SCHEDULE

##### 1. DEFINITIONS

**Content** means any content including any information or material such as applications, games, data, text, images, graphics, video, messages, answers, questions, comments, suggestions, hints, strategies, flash, concepts, designs, ideas, plans or orders, data, video, sound, music, photographs, software, tones, name or trademark and any modified or updated versions thereof.

**Device** means an electronic tablet or other electronic device that is able to use a SIM.

**Handset** means a mobile handset.

**Metallic Number(s)** means a mobile phone number with a unique number sequence which attracts higher fees and comprises diamond, gold, silver and bronze mobile phone numbers.

**Post-Paid plan** enables Customers to access du mobile services by making payment in arrears on a monthly basis.

**Pre-Paid plan** enables the Customer to access du mobile services by making payment in advance by means of scratch cards or electronic top-ups.

##### 2. CUSTOMER TERMS

- 2.1. This Service Schedule applies to mobile services provided by du to enterprise customers.
- 2.2. The General Terms apply to this Service Schedule.
- 2.3. In the event of conflict between the General Terms and this Service Schedule, the order of priority shall be as stated in the General Terms.

- 2.4. If a provision of this Service Schedule gives du the right to suspend or cancel the Customer's Service, that right is in addition to du's rights to suspend or cancel under the General Terms.

##### 3. DU MOBILE SERVICES

- 3.1. Our mobile service gives you:
- 3.1.1. access to our mobile telecommunications network (which includes either voice, data or both depending on the selected mobile plan); and
- 3.1.2. a mobile phone number, **(Mobile Services).**
- 3.2. Our Mobile Services comprise the following products and services:
- 3.2.1. Pre-Paid and Post-Paid mobile plans; and
- 3.2.2. data SIM.

##### 4. CONNECTION AND SERVICE ACTIVATION

- 4.1. The Customer agrees that within 30 days of activation of a SIM, or transfer of a SIM to a new End User, the Customer will provide du with a list of the names, ID (type and number) and nationality of all its End Users. Following a request from du in respect of a specific SIM MSISDN, the Customer further agrees to provide du, within 24 hours, a clear copy of the End User's ID. For the purposes of this paragraph, "ID" means any one of the following: UAE National ID; valid passport (showing ID and residence visa if relevant); GCC national ID or any other ID which may be required in order to comply with the laws and/or regulations of the UAE. This information is required to comply with legal and regulatory requirements and a failure to provide the information within the time limit will result in the SIM being deactivated.

##### 5. SIM CARDS AND REPLACING SIM CARDS

- 5.1. Any SIM card du supplies as part of the mobile service belongs to du, and the Customer agrees that it will take good care of it. du will replace free-of-charge any SIM card which is defective through faulty design or workmanship, but otherwise may charge for replacement SIM cards.

##### 6. INTERNATIONAL ROAMING SERVICES

- 6.1. International roaming is automatically available with Post-Paid plans. For Pre-Paid plans, please contact Customer Care to activate international roaming prior to leaving the UAE.
- 6.2. International roaming relies on the telecommunication networks of foreign carriers over which du has no control and for this reason du cannot guarantee quality or availability of Mobile Services when roaming.



- 6.3. The Customer may have to provide a roaming deposit in order to use roaming. du may retain any roaming deposit for up to 60 days after the roaming has been cancelled. du may also use the Customer's deposit against any amounts due for the Customer's Mobile Services.
- 6.4. When the Mobile Services are used outside the UAE the Customer and any End User is responsible for complying with all local laws and regulations governing such use.
- 6.5. Some discounts available on the Tariff Guide, or certain Mobile Services, will not be available to the End User whilst roaming. Please refer to the Application or visit [www.du.ae](http://www.du.ae) for details.
- 7. HANDSETS AND DEVICES**
- 7.1. Certain Handsets/Devices are available for purchase by installments and a minimum commitment term shall apply. The Customer has the option to choose from a variety of different commitment periods (the **Installment Term**). If the Customer terminates the service before the end of the Installment Term, the Customer remains liable for any outstanding instalments for the Device/Handset and the recurring charges until expiry of the Installment Term.
- 7.2. All Devices/Handsets provided by du to the Customer remain the property of du until full payment has been made by the Customer.
- 7.3. The charges payable by the Customer for:
- 7.3.1. the price of the Handset/Device; and
- 7.3.2. the recurring charges,
- will depend on which Installment Term the Customer has chosen. Please refer to the Customer's Application for the prices and details.
- 7.4. du may terminate the service if the Device/Handset is not in use for more than one (1) month. The Customer remains liable for any outstanding charges until expiry of the Installment Term.
- 7.5. du is not liable if the Device/Handset does not work. Standard manufacturer warranties apply and the Customer should contact its warranty supplier.
- 7.6. The Customer's ability to use certain services and features will depend on the features and functionality of the Handsets/Devices used by the End Users. If the Mobile Service plan provides access to pre-paid wallets then the pre-paid wallets can be used by the End Users by using the prefix \*. The cost of outgoing calls, SMS or MMS will not be charged to the Customer's postpaid accounts nor be shown in the postpaid billing statement. The Customer or the End User can top up the pre-paid wallet in the same way as for a Post-Paid plan. Please refer to the most recent Tariff Guide for prices. If credit limits have been applied the pre-paid wallet will not be available for use if
- the Customer, or one of its End Users, line is barred or suspended.
- 8. NO BUNDLE NO BROWSING**
- 8.1. The No Bundle, No Browsing policy (**No Bundle, No Browsing**) applies to all Mobile Services in the UAE.
- 8.2. Under the No Bundle No Browsing policy, after the Customer's data bundle has reached the subscribed limit, the Customer will not be able to access or use data services (e.g. internet) unless and until the Customer has agreed to purchase additional data. This will enable Customers to manage their data usage and to be aware of potential data charges. du shall notify the Customer in accordance with clause 9.1 and 9.2 below prior to the data bundle reaching its limit.
- 8.3. The No Bundle, No Browsing policy applies:
- 8.3.1. nationally. Please contact du Customer Care to enquire about our international roaming data bundles which may be available to you when you travel overseas;
- 8.3.2. as a bundle. The Customer's administrator is authorised to allocate the data bundle among End Users at its discretion; and
- 8.3.3. for a continuous period from the time of successful activation by the Customer until the selected bandwidth is fully utilised.
- 9. DATA BUNDLES**
- 9.1. Each data bundle has a monthly recurring charge depending on the bandwidth included within the data bundle. Additional charges will apply if the End User elects to subscribe for additional data if the allocated bandwidth limit is reached before the end of each month. The charges for the additional data will be notified to the End User when the End User selects the additional data.
- 9.2. Pre-Paid Customers can check their data usage through the web self-care portal (available at [selfcare.du.ae](http://selfcare.du.ae)).
- 9.3. The Customer is fully liable to pay all charges irrespective of any usage limits.
- 10. CONTENT**
- 10.1. du is not responsible for any Content transmitted through the Services. The Customer is solely responsible for determining the suitability of all accessed Content.
- 10.2. du may establish size limits for transmission of emails and individual storage capacity for Content on its network.
- 10.3. Content downloaded by the Customer through the Mobile 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. The Customer shall not access or use any Content in a manner that may infringe the intellectual property rights of any third party or du.

- 10.4. 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 for non-transmission of content.
- 10.5. 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.
- 11. ACCESS TO CONTENT AND SECURITY OF DATA**
- 11.1. In accordance with TRA policy, du is required to block access to content that is objectionable on the grounds of public morality, public order, public and national security, national harmony, Islamic morality, or which is otherwise prohibited by law. All requests to block or unblock access to content should be addressed to [SafeSurf@du.ae](mailto:SafeSurf@du.ae).
- 11.2. Other than as required by UAE law and regulations, the Services are provided by du on the basis of an open system where no filters, firewalls or blocked ports are implemented. 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.
- 12. METALLIC NUMBERS**
- 12.1. If a Metallic Number is provided to an individual Customer as part of a business mobile plan, the individual must retain the Metallic Number under the relevant plan for a Fixed Term of 24 months from the date of activation.
- 12.2. At the end of the Fixed Term, if the Customer does not wish to continue on the existing business mobile plan, the Metallic Number must be either:
- 12.2.1. returned to du; or
- 12.2.2. activated as a consumer mobile plan with the applicable monthly recurring charges for the relevant category of Metallic Number (eg, Diamond Plan, Gold Plan, Silver Plan, Bronze Plan) for a Fixed Term of 12 months. The relevant pricing for those plans is available at [www.du.ae](http://www.du.ae)
- 12.3. In addition to du's rights to recall numbers as set out in the General Terms, if the Metallic Number is misused or inappropriately allocated to the Customer (eg, by way of fraud), then du may immediately recall the Metallic Number without any further liability to the Customer.
- 13. MOBILE PLAN SPECIFIC TERMS**
- 13.1. Additional specific terms and conditions (including the pricing) that applies to a particular mobile plan are specified on du's website at [www.du.ae](http://www.du.ae).
- 14. MOBILE NUMBER PORTABILITY**
- 14.1. If the Customer ports a mobile number(s) from another operator (**Donor Operator**) to du the terms in this clause 14 apply.
- 14.2. Any existing credit on a Pre-paid plan may be lost with porting. All refunds of credit or other matters regarding your plan are subject to the terms of the conditions of the Donor Operator and du is not responsible for any refunds or credit.
- 14.3. Any porting request is for the number(s) identified in the Service Order only. Any additional value added services or benefits associated with the number(s) will not be ported.
- 14.4. The following limitations may apply as a result of porting the number:
- 14.4.1. partial service limitations may occur between activation of du's SIM and activation of the port by the Donor Operator. Any calls made during this period may be prematurely terminated;
- 14.4.2. for Pre-paid plans, international roaming services may be limited by the Donor Operator; and
- 14.4.3. for Post-paid plans, accessing shared-revenue services may be limited (e.g. services where the revenue received by the Donor Operator is shared with the entity supplying the service).
- 14.5. The Customer remains liable to the Donor Operator for all outstanding charges that may be due (eg, early termination charges, monthly rental charges or any other types of charges).
- 14.6. This porting request can be cancelled by the Customer or du at any time before sending the porting request to the Donor Operator. The Customer cannot cancel the porting request after du has sent the porting request to the Donor Operator.
- 14.7. The Customer may again port an already ported number after 30 days from the last successful port. du may refuse to undertake further porting of previously ported numbers if the porting request occurs within a 30 (thirty) day period.
- 14.8. The Customer can request to port back their number(s) to the Donor Operator within 3 working days from a previously activated port.
- 14.9. A secondary number can only be ported at the same time as the corresponding primary number. If a secondary number is not ported at the same time as the corresponding primary number, then any services provided on the

secondary number may be lost. Porting of a secondary number only is not allowed, unless it is transferred to a primary number first.

## SERVICE SCHEDULES – FIXED SERVICES

These Service Schedules are applicable to a Service Order for the applicable Service(s) which has been submitted by Customer, and accepted by du, in accordance with the General Terms and Conditions (collectively, the Agreement).

### ENTERPRISE CALL SELECT - SERVICE SCHEDULE

1. Call select is a voice service which enables Customers who are not directly connected to the du network to make and receive voice calls. The Service shall be available at the Customer Site(s) specified in the Service Order.
2. To access the Service the Customer must register at least one fixed telephone number. The fixed telephone number must either be registered in the Customer's own name or the Customer must have authorization from the person in whose name it is registered.
3. The Customer remains responsible to its fixed line supplier for rental payments for the fixed line. If there is a fault with the fixed line, the Customer should contact its fixed line supplier. If the Customer reports a fault to du and du finds out that the fault lies with the Customer's fixed line supplier, du will refer the fault to the Customer's fixed line supplier for resolution.
4. The Call Select Service will provide services to certain numbers via du's network. All remaining calls will continue to be routed via and billed by the Customer's fixed line supplier. If the auto-dialler is not working then the Customer's calls may be routed via its fixed line supplier who will charge the Customer for the calls. du will not refund any charges for calls routed via the Customer's fixed line supplier.
5. In order to use the service the Customer needs to:
  - 5.1. dial the call select code before dialling the number being called;
  - 5.2. or use an auto-dialler.
6. du will provide the Customer with instructions on how to install an auto-dialler, however, the Customer is responsible for installing it.

### ENTERPRISE FIXED VOICE - SERVICE SCHEDULE

#### Analogue, ISDN, Hosted Voice and Hosted Contact Centre Solutions

#### 1. VOICE SERVICES

- 1.1. du shall provide the Service to the Customer Site(s) as specified in the Service Order. Voice services enable the Customer to make and receive voice calls. Some voice services include the provision of handsets which may involve additional installation charges and monthly charges to cover the price of the handsets. All charges will be specified in the Service Order.
- 1.2. An Installation Charge will apply to the installation of handsets for the hosted voice Service (**Hosted Voice**). A one time charge per handset applies to any changes to the type of handset used for Hosted Voice.

#### 2. EQUIPMENT (INCLUDING HANDSETS)

- 2.1. Equipment (eg, handsets) for using the Service may be purchased or leased from du. For the Hosted Voice Service, handsets may be purchased by payment of the full purchase price upfront or by way of a "lease to own"

option. The "lease to own" option is available with monthly rental paid over either a 12 or 24 month period, with title to the handset(s) transferring to the Customer upon full payment of the rental in cleared funds

- 2.2. The quantity and description of equipment sold/leased to the Customer shall be as set out in the Service Order. All samples, descriptive matter and advertising issued by du in respect of the equipment and any descriptions or illustrations contained in du's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the equipment described in them. They shall not form part of du's obligations in relation to the equipment.
- 2.3. The Customer acknowledges that the effectiveness of the equipment supplied to, and purchased or leased by, the Customer 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 the instructions 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.
- 2.4. The equipment (together with all accessories) leased by the Customer from du must be returned to du on termination of the Service. If the Customer fails to return leased equipment, or equipment is damaged, the Customer will be charged the current list price for the equipment.

### INTERNATIONAL CONNECT - SERVICE SCHEDULE

#### International Partial Leased Circuit(s) (IPLC)

1. The International Connect (**IPLC**) Service provides point to point connectivity to connect Customer Site(s) within the United Arab Emirates to the Customer's international locations. The circuit enables the transmission of voice, data and multimedia traffic. The bandwidth of the circuit(s) shall be specified in the Service Order. The Service will be delivered to a patch panel or distribution frame located at each Customer Site (**Service Delivery Point**).
2. The maximum speed that the Service will operate at is the speed specified in the Service Order. The Customer acknowledges and agrees that the speed of the Service may be reduced by various factors outside du's control, including (without limitation): core network congestion; performance and configuration of customer's IT systems (hardware and software); location and configuration of the accessed server; type of data accessed (cached or non-cached data).
3. Provision of the International Connect Service may involve the use of local and international transmission capacity on a third party network to connect the du international gateway and Customer Sites. For full circuit IPLCs du shall manage all arrangements necessary for use of such third party networks in provision of the Service.
4. 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.

5. If the circuit connecting the Customer Sites to the nearest point of interconnect does not include the supply of the network termination unit, then the Customer is required to provide the network termination unit at its own cost and such unit shall form part of the Customer's equipment.

#### ENTERPRISE INTERNET - SERVICE SCHEDULE

##### 1. INTERNET SERVICES

- 1.1. du shall provide the Service to the Customer Site(s) as specified on the Service Order. du shall deliver the Service to a single socket or port (the **Service Delivery Point**) at the Customer's Site(s). du shall deliver a redundant (backup) link, if purchased as a part of the Service, to a second socket or port at the Customer's Site.
- 1.2. The maximum speed that the Service will operate at is the speed specified in the Service Order. The Customer acknowledges and agrees that the speed of the Service may be reduced by various factors outside du's control, including (without limitation): high du Network use, performance and configuration of the Customer's IT systems (hardware and software) and the accessed server, congestion on the Internet outside the du Network, type of data accessed (cached or non-cached data).
- 1.3. du reserves the right to control the traffic of the Service in any way that is necessary, without reducing the subscribed bandwidth, to ensure that all customers are able to get fair use of network resources.
- 1.4. Unless agreed otherwise with du, during the Fixed Term the Customer:
  - 1.4.1. cannot change to an Internet service with a lower Monthly Recurring Charge;
  - 1.4.2. can change to an Internet service with a higher Monthly Recurring Charge.
- 1.5. The Customer may add or terminate value-added-services during the Initial term and no penalty charges shall apply.

##### 2. TRAFFIC CHARGES (TRAFFIC ALLOWANCE PLANS ONLY)

- 2.1. This clause 2 only applies if the Service has a limited monthly traffic allowance specified on the Service Order. Broadband traffic consumption includes downloads, browsing, FTPs, emails, uploads, network scanning and any other analogous activity that generates broadband traffic. All traffic generated through the Customer's use of the Service (including traffic not intentionally generated or generated due to external causes) is treated as genuine traffic and counted towards the Customer's monthly allowance.
- 2.2. Where the Customer exceeds in any month the allocated volume of internet traffic subscribed for by the Customer, the Customer will be charged the excess traffic charges at

the current rates specified on du's website [www.du.ae](http://www.du.ae).

##### 3. OPTIONAL DDOS PROTECTION SERVICE

- 3.1. The Customer may elect to add the DDOS Protection Service as part of its Internet Service. If selected, this option shall be specified on the Service Order. The DDOS Protection Service is only available with du's symmetric "Premium" and "Professional" broadband internet Service.
- 3.2. The DDOS Protection Service is a service which provides the Customer with an ability to monitor and protect against dedicated denial of service (**DDOS**) attacks through monitoring of the Customer's incoming and out-going internet traffic.
- 3.3. The DDOS Protection Service does not prevent, or protect against, hacking, viruses or unknown malicious attacks on the Customer's traffic but is intended to provide a reasonable level of protection which is not available without use of the DDOS detection and cleaning centre.
- 3.4. The Customer authorises du to filter, monitor, shape and/or control the traffic in any way that is necessary to enable du to provide protection against DDOS attacks. The Customer may experience degradation of Service or a complete outage for a short period of time during any DDOS attack and/or while the Customer's traffic is being monitored and cleaned.
- 3.5. du is not liable to the Customer for any loss of, or change to, the Customer's data, arising from, or relating to, the real time monitoring and/or re-routing of traffic as is required to provide the DDOS Protection Service.
- 3.6. If the Customer selects the DDOS Protection Service, the Monthly Recurring Charge and Installation Charge (and any other applicable Charges) for the DDOS Protection Service will be set out in the Service Order. The Charges for the DDOS Protection Service are in addition to any Charges that may apply to the Internet Service.

#### NATIONAL CONNECT – DOMESTIC LEASED CIRCUIT(S) (DLC) SERVICES - SERVICE SCHEDULE

1. The National Connect (**DLC**) Service provides point to point connectivity to connect two or more Customer Sites within the United Arab Emirates to enable the transmission of voice, data and multimedia traffic.
2. The maximum speed that the Service will operate at is the speed specified in the Service Order. The Customer acknowledges and agrees that the speed of the Service may be reduced by various factors outside du's control, including (without limitation): core network congestion; performance and configuration of customer's IT systems (hardware and software); location and configuration of the accessed server; type of data accessed (cached or non-cached data).
3. The Service shall be delivered to the Customer Sites specified on the Service Order. The bandwidth of the Service shall be as specified in the Service Order.

4. Provision of the Service may involve the use of capacity on a third party network. du shall manage and be responsible for all arrangements necessary for use of such third party networks in provision of the Service.
5. 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 and the obligations set out in the General Terms shall apply to the Customer's use of that equipment.

shall not be responsible for configuring any channel parameters for the Customer. The Customer may up-grade its TV package(s) at any time.

- 1.2. du reserves the right at any time and in its sole discretion to change the channels available, the packaging of channels and/or to remove programs or parts of programs previously advertised as available.

#### NATIONAL IP VPN - SERVICE SCHEDULE

1. National IP VPN Service is a Multi-Protocol Label Switching (MPLS) based connectivity service which enables the creation of a MPLS based single next generation Wide Area Network (WAN) to enable the transportation of telecommunications traffic between the Customer's Sites.
2. du shall provide to the Customer the National IP VPN Service in accordance with the specifications (ie, speed and Site locations) specified in the Service Order.
3. The National IP VPN Service will be delivered to a patch panel or distribution frame located at each Customer Site (the Service Delivery Point). du shall be responsible for the installation and commissioning of the National IP VPN Service. Following such installation and commissioning du shall carry out tests to establish if the National IP VPN Service is ready for service. Following successful completion of the tests du shall notify the Customer that the National IP VPN Service is ready for service.
4. All equipment and material used to provide the National IP VPN Service remains the property of du. Customer may only install cabling for connection to the Service Delivery Point if du has granted access to the Service Delivery Point located in du's equipment room.
5. Customer acknowledges and agrees that the National IP VPN Service is provided to Customer in accordance with the Customer's own design and requirements and that du has not advised upon the designs or the suitability of those designs for the Customer's intended purpose.
6. The maximum speed that the National IP VPN Service will operate at is the speed as specified in the Service Order. Customer acknowledges and agrees that the speed of the National IP VPN Service may be reduced because of various factors outside of du's control, including (without limitation): high du network use; performance and configuration of customer's IT systems (hardware and software); location and configuration of the accessed server; type of data accessed (cached or non-cached data).
7. Customer agrees that it will only transmit unencrypted Voice over Internet Protocol (VoIP) or video traffic over a private circuit, consisting of a closed loop circuit interconnecting the various offices of Customer or its affiliates. Furthermore, Customer agrees that VoIP or video traffic transmitted by Customer, or its affiliates, on the private circuit will not breakout to, or break-in from, the Public Switched Telephone Network (PSTN) system.
8. Customer agrees that it will only use audio or video codec that is included on an approved list, determined solely at du's discretion, to transmit VoIP or video traffic over the private circuit.

#### ENTERPRISE TV – SERVICE SCHEDULE

##### 1. TV SERVICES

- 1.1. du shall provide the Service to the Customer Site(s) as specified on the Service Order. du

##### 2. CHARGES FOR TV SERVICES

- 2.1. The Charges for TV Services comprise both annual charges (Annual Charges) and Installation Charges. If the Customer orders accessories, additional charges apply, which shall be specified in the Service Order.
- 2.2. du will invoice the Customer for:
  - 2.2.1. Annual Charges (as set out in the Service Order) on an annual basis in advance; and
  - 2.2.2. Installation Charge with the first invoice.
- 2.3. The Annual Charges shall be billed from the date that the testing is accepted by the Customer pursuant to the General Terms.
- 2.4. If the Service continues after the Initial Term, the Charges specified in the Service Order may be updated in accordance with the latest du price list and the Customer agrees to pay the charges as specified in the latest du price list. The Customer's TV package may not be available in the next renewal term and the Customer may have to upgrade or downgrade a TV package.
- 2.5. Where the Customer terminates the Service prior to expiry of the Fixed Term, or any Renewal Term, the Annual Charges will not be refunded to the Customer.

##### 3. CUSTOMER OBLIGATIONS

- 3.1. The Customer must:
  - 3.1.1. subject to clause 4.3, not allow any signal transmitted as part of a TV Service to be duplicated, split or re-routed;
  - 3.1.2. if it is a hotel and purchases bulk TV subscriptions, provide, install and manage a media server and be responsible for cabling throughout its building;
  - 3.1.3. if it uses coaxial cable, provide, install and manage an RF converter in order to receive the Service. Use of coaxial cables and conversion to RF may result in degradation of the Service.
- 3.2. Subject to clause 3.1.2, the Customer may not rebroadcast or transmit any of the programming made available by the Service.
- 3.3. The Customer must keep accurate and complete records of access to the Service (the Records). All Records shall be available for inspection and audit by du or its

representative on reasonable notice during normal business hours during the period of the Service and for one year following termination. In the event an audit reveals any under-reporting of access to the Service then the Customer shall make immediate payment of all amounts due based on the findings of the audit. In addition, if the audit reveals that the Customer has under-reported or has misrepresented any item bearing upon the computation of amounts payable to du amounting to a discrepancy of 5% or more of the amount due to du, then the Customer agrees to pay all reasonable costs and expenses incurred by du for the audit verification.

prior written notice before expiry of the Initial Term or any Renewal Term.

#### 4. TV DECODERS

- 4.1. A du TV Decoder may be required to access the TV Service. The Decoder will be purchased by the Customer from du.
- 4.2. For bulk TV subscriptions (i.e. where du provides cabling that terminates in the Customer's MDF room), a separate Decoder may be required for each TV channel. Other technical connections, including cabling and fibre links and uplinks, at du's sole discretion, may be required in order to provide the Service.
- 4.3. Where a single TV channel is displayed on a multiple screen display the Customer is responsible for splitting the decoded signal and feeding the split signal to the screens. Additional charges may apply.

#### 5. TV PROGRAMMING

- 5.1. The TV channels, the content of them, and the electronic programme guide (EPG) information displayed on TV, are decided by the TV broadcasters and du cannot be held responsible for them nor for any changes made to them. du reserves the right at any time, and without notice, to change the available TV channels, packaging of channels and/or to remove programs or parts of programs previously advertised as available.
- 5.2. Not all the content in the TV channels is age-rated. du is not liable for the suitability of the content where it is unrated.
- 5.3. A la carte TV channels ordered by the Customer shall, at the TV channel provider's request, be the subject of a separate contract between the Customer, du and the TV channel provider.
- 5.4. Certain events (e.g. FIFA world cup) are only made available by the rights holders on a short term basis and subject to additional terms and conditions. Details of these events, together with the additional terms and conditions will be notified to the Customer.

#### 6. CONTINUATION OF SERVICE AFTER INITIAL TERM

- 6.1. On expiry of the Initial Term the Service will automatically renew for a successive 12 month rolling periods (**Renewal Period**) unless terminated in accordance with the Agreement or by the Customer giving at least 30 days