

the purpose of this master cloud service agreement ("agreement") is to set forth the conditions and terms on which we provide the services to the customer, subscribed by the customer for its own needs and/or the needs of its affiliates.

**1. standard terms and conditions and acceptance:**

- 1.1. this agreement is concluded between us and the customer ("you", "your") when you do any of the following:
  - 1.1.1 give us your handwritten or electronic signature, when applicable,
  - 1.1.2 tell us electronically, when applicable, that you accept, or
  - 1.1.3 use any service. if you have never used the service before and do not wish to be bound by this agreement, do not begin using them and notify us immediately. by accepting this agreement, you acknowledge that you are an authorized signatory assigned by your company and eligible to enter into a contract with us and are authorized to obtain services or make changes and nominate a system administrator to manage the existing or new account.
- 1.2. this agreement supersedes any and all statements, direct or electronic communications or promises made to you by any of our employees or agents.
- 1.3. by concluding this agreement, you agree that this agreement supersedes your existing contracts or any other communications (written or verbal) with us.
- 1.4. you agree to be bound by the following, in this order of priority and including any changes:
  - 1.4.1 the order form
  - 1.4.2 the service (standalone or bundled) description, our proposals,
  - 1.4.3 applicable specific terms and conditions, including any promotional terms and any additional agreements associated with such service
  - 1.4.4 the terms and conditions of this agreement
- 1.5. we will open an account in your name and apply fees and charges to it.
- 1.6. if you have subscribed to a service, you understand that:
  - 1.6.1 you are not allowed to terminate that service before the end of its commitment period. However, should you wish to terminate the service it will be subject to clause 13 below.
- 1.7. upon the end of the commitment period, we will notify you of such expiry. if you fail to notify your account manager in writing with your intention of not renewing the service within the same day, we may decide to keep your service active on month-to-month basis. in such case, you agree to pay the related monthly fee. however, we do not necessarily have to do so.
- 1.8. without prejudice to clause 1.7 above, if the service is renewed on month-to-month basis, you will only be able to terminate it upon one (1) month prior with a written notice to your account manager.
- 1.9. if you notify the account manager of your intention to renew the service, you agree to sign a new order form with a new commitment period.
- 1.10. if you decide not to renew the commitment period or subscribe to a new service, this agreement will continue until you terminate it in writing by sending a notice to your account manager.
- 1.11. if you already have an account with us, any additional service you request will be added to that account. for the avoidance of doubt, if you have more than one service with us, each service will be subject to a separate commitment period and, therefore agreement and/or order form, with us.
- 1.12. you hereby undertake that all information and data provided by you to us is correct and complete. you are committed to notifying us of any changes that might occur to that information.

**2. use of the services:**

- 2.1. we may change at any time some of the contractual or technical terms of provision of a service (including cancellation of a component of a service), subject to informing you with a minimum one (1) month prior notice, unless otherwise provided, before such effective date. without it exceeding six (6) months, we may extend this notice period if it is proven that the nature of the technical modification implies substantial adaptation work to be carried out by you. the changes are applied during the course of the agreement to all services ordered under this agreement. if we introduce new features, you shall be informed by consulting the user interfaces provided by us, at the latest on the effective release date of the new feature.
- 2.2. in the event of any significant change impacting you (including but not limited to any price increase unrelated to telecommunications regulations), you may terminate your order(s) by right including during the minimum commitment period and at the latest two (2) months after the effective change date, with no termination costs. the new terms and conditions shall apply until the effective date of termination or of end of reversibility.
- 2.3. subject to you complying with the agreement, we grant you a non-exclusive, non-transferable and limited license on the intellectual property rights related to the service (excluding third party software) in binary code, payable, personal, non-exclusive, non-transferable, non-sublicensable, in the territory for the term of the respective order form, for the sole purpose of your own internal needs. this license includes intellectual property rights to represent, store, execute, download, transmit, display, in all or part, in your computer system.
- 2.4. regarding third party software, licenses are granted as per the terms and conditions applied by the relevant third party ("third party terms"). if the third party terms are not provided in the present agreement, they will be communicated when the third-party software is delivered or directly accessible by you from such third parties. in the case of contradiction between these terms and conditions and the third-party terms, the terms and conditions of the third party terms will prevail. as far as the service includes third party software, you shall read the terms and conditions of the licenses granted by the concerned third parties and accept them to benefit from such third party software. the parties agree that any change to these terms of use by the concerned publisher is automatically enforceable on you. therefore, it is your responsibility to check that it has the latest updates of the third party terms.
- 2.5. we may integrate, modules or libraries known as "free" or "open source" into the service, provided that the license authorizes it. you will hold your rights to use these modules or libraries from the respective license known as "free" which will be systematically attached by us to their code, with the delivery of the concerned service, if the license requires it.
- 2.6. you shall strictly refrain from any other use of the above-mentioned software, particularly any adaptation, modification, errors correction, translation, arrangement, display and decompilation, without any limitation.
- 2.7. we shall not be held liable for defects or defaults in third party software used in the service, nor for stop of updates, and of assistance and support services.
  - 2.7.1 you agree to follow our business rules and instructions for the use of the service and ensure that the end user shall also meet your responsibilities hereunder. you agree to keep us protected against any legal action taken against us and to satisfy any losses we may incur due to such use of the services. you are responsible if anyone else, whether authorized by you or not, misuses the services.

- 2.7.2 you shall refrain from (a) analyzing, viewing or modifying the configuration of our hosting platform, except for the items (such as virtual machines, files, directories) that are explicitly attributed to the customer. any intrusion or attempted intrusion into our computer systems or a third party's resources shall result in the immediate engagement of your liability, (b) any load test, intrusion test, or any other similar check, without our prior consent, (c) sending in any form whatsoever any type of unsolicited messages or communications ("spam") which may result in removal of network addresses provided by us, and (d) falsifying information about the users of the services or any other type of information pertaining to the services.
- 2.7.3 you shall not resell, in any way whatsoever, the whole or any part of the service. you undertake that the services are exclusively acquired for your internal business purposes.
- 2.8. unless otherwise agreed upon by the parties, you shall be responsible for (a) the security policy of your networks, virtual machines, customer equipment, software and data, and of any procedure related to response to security vulnerabilities and attacks, (b), where applicable, for processing and storing the data for the connection between users and our devices by giving access to the networks and applications used within the framework of the services.
- 2.9. especially for services that require you to connect to our portal, you shall be solely responsible for communicating, using and keeping the connection logins, passwords and secret codes once they are communicated to you by us.
- 2.10. you shall be solely responsible for using the services and the consequences thereof, for the contents of web sites set up through the services and for the use of the data that it views, consults and transfers on the internet, as well as for any downloading it completes and the consequences thereof.
- 2.11. you agree to inform users of the terms of use of the service provided and shall remain solely responsible for the users' compliance with the contractual duties and proper use of the service. you are bound by any new action, new order form or modification of an order form, made by the user.
- 2.12. when connection to the services is carried out via the internet network, it is your responsibility to take all measures to maintain this access. you acknowledge that unforeseen technical problems may affect this network and cause slowdowns or unavailability, making a connection to it impossible. acceptance of bespoke offers:
  - 2.12.1 at the end of the services, once the specific deliverables are supplied to you, we will provide you with an acceptance form confirming good achievement of the services.
  - 2.12.2 in case you do not raise any specific comments to us within ten (10) days from the receipt of this acceptance document, then the services described in the order form will be held completed, well achieved and formally accepted in full and no reservation nor claim may be raised by you.
  - 2.12.3 if the services described in the order form are split into lots, then this clause 2.12 shall apply to the acceptance of each lot.
- 2.13. if our subcontractors or we cannot activate a service due to circumstances attributable to you, we shall not be held liable. we may invoice you for all travel expenses and other justifiable charges as well as the time spent on fruitless activation, at our hourly rates or our subcontractors. moreover, in such cases, and especially if you have failed to comply with the prerequisites under your responsibility, we may terminate the respective order form, after an injunction unsuccessful for a period of eight (8) calendar days and without having to pay any penalty or compensation to you and without prejudice to other rights.
- 2.14. you shall designate authorized users (the "users") who will be the only people authorized to access your electronic account in your name as per the business rules set out by us. we will grant an individual password to each user designated by you within a certain limit of users per customer which will be determined by us.

**3. provision, installation and operation of the service:**

- 3.1. our conditions for provision, installation, operation and maintenance, specific to each service, are given in the order form of the service concerned and/or in the technical and financial proposal.
- 3.2. we may install some software on the customer equipment. in this case, you undertake to make the original devices (containing the operating systems available on the customer equipment available to our technician. you shall be responsible for any impact which our intervention may have on the customer equipment, especially regarding the range of the guarantee or service support it may have from the manufacturer/supplier. you must declare, during information collection, all hardware and software information related to its network and its information system. we shall not be held responsible in the event of incompatibility between pre-existing software and any new software which results in some malfunctions or if you fail to take all the precautions necessary to back up the data beforehand.
- 3.3. during the performance of the agreement, we may need to install equipment on your premises. in such case, you shall primarily provide us with, at your own cost, installations, power supply and assistance necessary for the good functioning of the equipment. all our equipment installed in your premises will remain our exclusive property unless otherwise agreed in writing. you will authorize us to recover all such equipment after the termination of the agreement and/or the respective order form, whatever the reason for this termination. you will be held liable for any damage and theft of our equipment installed on your premises. you shall obtain the relevant insurance policy. you commit not to disturb the functioning of such equipment and not to modify or intervene on this equipment without our prior authorization.
- 3.4. during any intervention justified by the provision, installation, operation or maintenance of a service, you must provide us with all the documents necessary to perform the intervention and allow us and our appointed representatives (who can prove their capacity) to access your premises, to make them available sufficient space and the means necessary for the performance of their mission. if this installation or intervention requires passing through a third party's property, you shall deal to obtain the approval of this third party. you agree to be present on its premises during the work being done by us. any period during which your premises are not accessible to us or our representatives shall not be taken into account while calculating the time given to us to fulfill our obligations. the related travel cost of us or our subcontractors, will be charged in addition. you shall inform the abovementioned workers about the existence and location of pipelines (for example, gas, electricity, water, etc.) and equipment of any kind, as well as any other risk factor which may exist at the premises to which the workers have access to for the service. you are liable for any risk factor that may occur in these premises, and it is up to you to make the necessary adjustment or compliance upgrades at your own expense. prior to our intervention, you shall provide all the required information relating to the health and safety rules, working hours, internal rules and discipline rules in force at your premises.

- 3.5. in order to ensure that the quality of a service is maintained, we may have to complete work likely to affect the proper operation of the said service temporarily. as far as possible, we shall use our best efforts to reduce any disturbance resulting therefrom for you. if such work is likely to have consequences on the provision of the service to you, we shall advise you at least two (2) calendar days in advance of the work date, by all means, indicating the dates, time and forecast duration of the service interruption. if the service provided to you is the only one likely to be affected by the work, we shall agree with you on the work timeslot. if on your request and after a study, the scheduled work takes place during a non-working period, the resulting additional costs shall be borne by you. service interruptions due to scheduled work are not considered incidents and shall not result in our responsibility nor be the subject of penalties on the ground of the service quality commitments of us.
- 3.6. when virtual machines are used in the services, we reserve the right to substitute the virtual machines assigned to you if we believe it is necessary, especially in the event of changeover of computer server equipment, compliance upgrades, repair or maintenance of the server. we will perform our best efforts to inform you beforehand and organize the transfer of your solution to new virtual machines.
- 3.7. before reporting a service interruption or failure to us, you shall make sure that the defect is not on the components you are responsible for. any maintenance work by us following incidents, damages or disorders originating particularly in one of the liability limitation or exclusion cases specified herein (excluding scheduled maintenance work) or resulting from the internal access or customer equipment shall be subject to an additional charge to you. the invoice shall include travelling costs and other documented costs, time spent at our hourly rate or our sub-contractors as well as possible repair costs.
- 3.8. you shall be solely responsible for the software licenses it shall install on the solution provided by us, including if you entrust your management to us, particularly with regard to the respect of the terms of the third-party publisher's license; you hold us harmless and shall compensate us for the consequences of any complaint or proceedings by a third party against it in connection with a non-compliant use of the services or any transmission of personal data on your request.
- 4. security and processing of your data:**
- 4.1. we assume no responsibility for restoration of lost or corrupted data or applications.
- 4.2. loading of your data and software is entirely at your risk. we recommend that all data transmissions to your servers is to be encrypted. we have no responsibility or liability for your transmissions of data.
- 4.3. you hereby grant us your acceptance to our privacy policy at (<https://www.stc.com.bh/content/privacy-policy>) which includes details of how personal data and information will be used by us and these fraud prevention agencies, and your data protection rights.
- 4.4. where applicable, we will follow our standard archiving and backup procedures for your data as described in the proposal and/or user guide. in the event of any loss or damage to your data, your sole and exclusive remedy from us is to use reasonable commercial endeavors to restore your lost or damaged data from the latest backup of your data maintained by us in accordance with our standard archiving and backup procedures. we shall not be responsible for any loss, destruction, alteration or disclosure of your data caused by any third party (except those third parties sub-contracted by us to perform services related to your data maintenance and backup).
- 4.5. we are not liable for the data and the functionality of its systems to the extent it impacts the service and/or its availability, if you require internal and/or external infrastructure (such as front-end customer interface and back-end database structures) as a preliminary requisite to be able to utilize the service.
- 5. technical support services ("TSS"):**
- 5.1. you are responsible for the technical support of the customer equipment, your own applications and data when using the service.
- 5.2. where you use the service for the purpose that we supplied it to you (mainly the use of the services under this agreement, the service order form, the proposal and the user guide); and the equipment or/and the software and/or third party software that we prove is defective within the manufacturer warranty period, other than due to your act or omission, then we will arrange a service call to repair or replace the defected equipment, or make good the installation of the customer equipment and/or the software and/or third party software free of charge.
- 5.3. our technical team may request a remote session to your equipment or service or applications for technical support and troubleshooting. your responsibility is to assist in providing such remote access upon request, to maintain the service level and minimize the service downtime.
- 5.4. subject to payment of applicable support fees, we may provide TSS to you during the service commitment period per the signed service order form. certain TSS levels include a recurring fee. if you downgrade the service you agree that we may continue to provide TSS at the same level and TSS fees before the downgrade takes place for the remainder of the commitment period.
- 5.5. the services may occasionally require upgrading, modification or other works making them temporarily unavailable. we will try to keep such interruptions to a minimum.
- 5.6. where applicable, we reserve the right to terminate your agreement or to charge you for false alarms if an excessive number of false alarms occur in accordance with our service level.
- 5.7. we will agree with you on a time and location for the installation of the service at the service location.
- 5.8. you agree to provide us and our appointed support team with remote access to your systems for any technical support and troubleshooting. you will be responsible for setting up any such access required to extend the remote support.
- 6. fees & payment:**
- 6.1. you shall pay the invoice in no later than thirty (30) days from its submission date (the "due date").
- 6.2. if you reasonably and in good faith dispute an invoice or part of it, you shall notify us of such dispute within fourteen (14) calendar days of issuance of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much you consider is due. all fees not in dispute shall be paid by the due date. you are deemed to have waived your right to dispute after the lapse of such period, and it shall be considered as your final declaration that the invoice is true and valid.
- 6.3. if we have not received the payment from you within the due date, we may take all or any of the following actions until such payment has been received, including any fixed late payment fee applicable:
- 6.3.1 withhold any sums owing to you by us (including subsidy) and offset it against any sums you owe to us under this agreement
- 6.3.2 suspend your use of the services in relation to which fees are outstanding
- 6.3.3 withdraw any discount concerning the services and on fees; and
- 6.3.4 subject to stc having first invoked at least one of the remedies as set out in clauses 6.3.1, 6.3.2 and 6.3.3 above, we shall be entitled to terminate this agreement in whole or in part in accordance with clause 12.
- 6.4. you shall not be entitled to offset any sums we owe to you under any agreement or dispute between the parties against any sums that you owe to us under this agreement.
- 6.5. any taxes or governmental fees which are or may become applicable to the provision of the services under this agreement shall be charged to you in addition to the applicable fees, tariffs and charges.
- 7. intellectual property:**
- 7.1. the rights to any material, data or information (texts, graphics, animations, software, music, photos, pictures, audios, videos) contained on our website and/or electronic account (collectively, the "material") are the exclusive property of us and are protected by the Bahraini intellectual property code). you shall not resale, transmit, publish, disclose, display or make available under any other manner, the deliverables, to any third party. you commit to safeguarding and securing the deliverables and to carry out any proper action to comply with this obligation, including deliver the necessary directives to your employees and counsels having access to the deliverables. you shall not, during the term of this agreement or at any time after termination of this agreement, by any means whatsoever, discuss or contest our intellectual property rights on the deliverables.
- 7.2. you shall refrain from any use or operation of the deliverables not compliant with the agreement, particularly, to reproduce, adapt, and/or disclose these deliverable without our prior written consent.
- 7.3. we will be free to use the methods and licenses we consider necessary to perform this agreement and will remain the owner of the means used in the performance of this agreement.
- 7.4. nothing in this agreement may be interpreted as transferring or conferring you any right to use the materials. each party undertakes not to do anything or let anything done which may jeopardize the intellectual property rights of the other party. each party refrains mainly to grant any right or to constitute any guarantee, any charge or any lien of any nature whatsoever on the elements protected by the intellectual property rights of the other party.
- 7.5. you are the holder of all the intellectual property rights on the data, files and documents protected by such rights transferred or made available to us in the frame of the performance of the agreement. nothing in this agreement shall be construed as transferring any intellectual property rights for the benefit of us on these data, files and documents, other than the rights necessary to the fulfilment by us of our obligations under this agreement. for the performance of the service, you shall transfer to us all the industrial and intellectual property rights related to the outputs produced by you and provided to us to perform the service. this transfer is made on a non-exclusive basis, as they become available, whatever their form (binary code or source code) and for the entire duration of the legal protection of the intellectual and industrial property rights in the concerned country(ies). this transfer includes the rights to (a) represent, store, execute, download, transmit and display, in all or part and on all supports, (b) translate, adapt and modify in all or part, (c) create derivative works and (d) distribute. you warrant that you hold all the necessary intellectual property rights so that the transfer of these data, files, outputs and documents, to us shall enable us to fulfill our obligations under the agreement and warrants us against any claim of a third party on this subject matter.
- 7.6. upon termination of this agreement, for any reason whatsoever, we will transfer all of your data, files and documents that were provided to us for the fulfilment of our obligations under this agreement, should you not be able to retrieve them on your own.
- 7.7. this provision shall not apply to your data posted on your electronic account.
- 8. disclaimer and warranties:**
- 8.1. we will provide the service in a professional and workmanlike manner in accordance with industry standards applicable to comparable providers. we make no other warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this agreement or any applicable order form.
- 8.2. it is acknowledged by you that we offer no warranty, whether express or implied, and makes no representation with regard to any information, content, merchandise and services offered or made available or accessible on the cloud or third-party application and platforms.
- 8.3. no warranties from us are applied to failures or shortcomings related to the provision of the services caused by, arising out of or due to:
- 8.3.1 your connection to the internet
- 8.3.2 the operational performance of the internet itself
- 8.3.3 private networks or virtual private network ("VPN") or network of personal computers
- 8.3.4 leased lines
- 8.3.5 failure of the computer or customer equipment connected to the internet or to the mobile service provider, accident, abuse or use of the services in a manner inconsistent with this agreement or resulting from events beyond our reasonable control
- 8.3.6 outages and/or faults catered for by the service level applicable to the services being provided under clause 8.4 below.
- 8.4. where applicable, if we do not meet a service level, a service credit will be issued to you as stated in the agreed TSS on your request.
- 8.5. each party represents and warrants that: (a) it has full power and authority to enter into this agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the services, as applicable.
- 8.6. if customer equipment is not certified to work with our service components or does not support relevant technology, including but not limited to encryption, you may not be able to use certain services or access certain information on the services.
- 8.7. the only services that we offer to you are those described and selected by you on the service order form.
- 9. our liability to you:**
- 9.1. the services are provided on an 'as is' and 'as available' basis, and you accept that you access or use them at your own risk. we shall not have any liability whatsoever in respect of loss or corruption of your data or any other data, loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary

- or punitive damages arising out of the performance or failure to perform under this agreement or any order form.
- 9.2. for a loss of data, the costs of data reconstruction may lead to compensation if the management and/or storage of said data are part of the services provided by us within the framework of the service. the costs of reconstruction refer solely to the costs of re-injecting into your software and/or database the data contained in the last backup made by us (if any) under this agreement (excluding the costs of recovering the data definitely lost, deleted, corrupt or altered as a result of the gap between the date of this last backup and that of the damage).
- 9.3. we shall not be liable to you for indirect damages and losses except in the case of our negligence or material default under this agreement. In any event, our liability shall be limited to an amount equal to the subscription fees payable for the related service for the twelve (12) month period from 1st January to 31st December of the year in which the cause of action giving rise to the liability arose.
- 10. notices:**
- 10.1. any notice to be given by you shall only be effective if it is in writing and delivered by registered mail and/or handed to your account manager.
- 10.2. any notice to be given by us shall be effective if sent through text message, email address, electronic account or other media communication or in writing and delivered to your physical address or sent to any relevant facsimile number set out in the relating order form.
- 11. service withdrawal conditions:**
- 11.1. unless otherwise provided in clause 13, in the event of the cancellation of a service in full, we shall use our best efforts to inform you at least six (6) months in advance of the date on which the service will cease.
- 11.2. the discontinuation of the service shall result in the termination of the respective orders on the date specified above. the discontinuation of the service shall not incur our responsibility nor entitle you to damages.
- 11.3. we will make our best efforts to offer you a replacement solution.
- 12. our rights for service suspension or termination:**
- 12.1. we have the full right to suspend or terminate any of the services provided to you, without any prior notice, in the following cases:
- 12.1.1 if requested by the competent official authorities and bodies.
- 12.1.2 the service breaks down or needs maintenance and all cases of force majeure, exceptional and emergency conditions. we will try to make sure this does not happen often. you may not be liable to pay monthly fees or other recurring fees during the suspension period under the events noted in this clause 12.1.2 including when there is a severe disruption to the cloud (meaning that there was a breakdown in over 90% of the service which lasted for three (3) days or more) or where the service has completely broken down.
- 12.1.3 your subjection to bankruptcy, insolvency or interdiction.
- 12.1.4 not settling the due payments: fees, charges or due subscription fee.
- 12.1.5 for security reasons, in order to assure the integrity of its network (among others, in order to protect it against denial-of-service attacks) and to prevent a deterioration of the quality of the associated services, provided the traffic routed to your IP address(es) constitutes a volume of data manifestly disproportionate to the traffic described in the service and jeopardizes the availability of the network.
- 12.1.6 you, the end user or anyone who uses the service is violating any of the terms and conditions herein or any other agreement with us or our group companies.
- 12.2. upon service or agreement termination, your right to use the service will immediately cease. we shall have no obligation to forward your data, information to you or to process data and/or message requests in any particular manner concerning the said service after (5) calendar days from the respective service or agreement termination date, unless you have notified us in writing with your request before the lapse of such period.
- 12.3. notwithstanding the foregoing, if there is an emergency security issue, we may automatically suspend the service. the suspension will be to the minimum extent required and of the minimum duration, to prevent or resolve the emergency security issue. if we suspend a service under this clause without prior notice to you, at your request, we may provide you with the reason for the suspension as soon as is reasonably possible.
- 13. your termination rights:**
- 13.1. you can submit a notice to terminate a service if we are in material breach of any of our obligations and we have failed to recover such breach within a period of forty-five (45) calendar days from the date of your written notice to us in this regard.
- 13.2. you can submit a notice to terminate this agreement, to take effect before or after the end of the commitment period. however, you will have to pay us the termination fees if you choose to terminate this agreement before the end of the commitment period. such termination fees shall be payable immediately.
- 13.3. you can only give us notice to terminate or suspend this agreement by approaching the dedicated account manager to fill in and sign the relevant order form. however, you understand that suspension of a service with a commitment period may not be allowed and may be treated as service termination.
- 13.4. when a service is terminated, you shall pay us, any due fees/subscription fees in addition to the applicable termination fees, except for the event stated in clause 13.1 above.
- 13.5. upon signing the termination/cancellation/suspension order form(s) and/or written notice, your agreement will be respectively suspended on the same day from when we receive your order form and/or written notice. however, you are free to change your mind and call us to withdraw your notice of termination at any time during the following ten (10) working days period after which the service will be terminated.
- 13.6. a termination fee won't apply if you are within the commitment period and
- 13.6.1 the change in the service is of material detriment to you, and you give us a notice to immediately cancel this agreement before the change takes effect. however, you will remain liable to pay the bundled equipment remaining balance immediately, if any, or
- 13.6.2 we have given you a written notice of an increase in a fee and you give us notice to immediately cancel this agreement before the change takes effect. however, you will remain liable to immediately pay the bundled equipment remaining balance.
- 13.7. notwithstanding clauses 13.1, 13.2, 13.3 and 13.4, if the service is terminated, you shall be refunded your deposit amount, if any, after forty (40) days of the service termination date, provided that, no outstanding amounts are due to us otherwise such due amounts will be settled from this deposit amount.
- 14. confidential information:**
- 14.1. neither you nor us will disclose the confidential information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. the recipient will ensure that those people and entities use the received confidential information only to exercise rights and fulfil obligations under this agreement while using reasonable care to keep it confidential.
- 14.2. notwithstanding any provision to the contrary in this agreement, the recipient may also disclose confidential information to the extent (a) required by a judicial body, TRA and or governmental authority in the territory, and or (b) lead to death or serious physical harm to an individual; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. as between you and us, you are responsible for responding to all third-party requests concerning your use and your end users' use of the services.
- 15. publicity:**
- 15.1. if you want to display our brand features in connection with your use of the services, you must obtain prior written permission from us.
- 15.2. you agree to allow us to include your name or brand features in a list of our customers, online or in promotional materials. we may also verbally reference you as a customer of the services. neither party needs approval if it repeats a public statement that is substantially similar to a previously approved public statement.
- 15.3. a party may revoke the other party's right to use its brand features under this section with written notice to the other party and a reasonable period to stop the use.
- 16. governing law & jurisdiction:**
- 16.1. this agreement is governed by the provisions of the laws of the Kingdom of Bahrain.
- 16.2. the courts of Bahrain shall have the sole jurisdiction over all disputes that may arise from or related to this agreement.
- 17. definitions and terminology:**
- in applying the provisions of these terms and conditions, the following words and phrases shall carry the meaning shown next to them. in case there is no definition for a word or a phrase under this agreement, consideration must be given to its definition stated in the rules and regulations governing telecommunication within the Kingdom of Bahrain.
- 17.1. "account" means together your account, and any service account that you may have with us.
- 17.2. "account manager" means our employee whom we dedicated to be your point of contact in relation to the service request, upgrade, down grade, termination, suspension and any other request you may raise from time to time under this agreement.
- 17.3. "activation date" have the meaning set out in clause 2.17.
- 17.4. "activation fees" means the financial charges due to us in respect of activating the service you selected.
- 17.5. "affiliate" with regard to one of the parties, refers to any entity which that party holds more than 50% of its share capital.
- 17.6. "agreement" these terms and conditions between you and us for the use and access the services.
- 17.7. "applicable privacy law" means law number 30 of 2018 Promulgating the Personal Data Protection Act.
- 17.8. "authorized signatory" means the person who has the legal capacity to sign this agreement and relating order form on behalf of the customer.
- 17.9. "bespoke offer(s)" refers to services whose deliverables or conditions of execution are specifically designed for the customer and are described in a proposal
- 17.10. "binary code" refers to a compiled software in binary language, intelligible and executable by a computer or any other equivalent information system.
- 17.11. "business rules" means business terms and conditions referred to in the agreement, order form and our internal operations processes set out to perform any requests made by you.
- 17.12. "cloud" means internet, and or data center that is connected to the internet which we may use to provide the services.
- 17.13. "company" means stc Bahrain and its authorized agents.
- 17.14. "commitment period" the minimum duration during which you have promised to pay us the monthly charge of the service.
- 17.15. "confidential information" means information that one party (or an affiliate) discloses to the other party under this agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. it does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient. your data is considered confidential information.
- 17.16. "consulting" and "professional services" refer to services consisting in providing the customer with intellectual services (such as training, audit, coaching, expertise, design, configuration, deployment, support) and the related deliverables.
- 17.17. "customer" means any legal person/s (natural or corporate) that subscribes to the services either directly or through its various branches or its authorized agents/dealers.
- 17.18. "customer equipment" refers to the pieces of equipment belonging to the customer which are necessary for the provision or use of the services. if necessary, customer equipment may be provided by us for a given service.
- 17.19. "data" means any data (including but not limited to personal data), information and content input, created or used by you in using the service including but not limited to computer software and files stored or processed by us in the performance of the service.
- 17.20. "deliverable(s)" refers to the documents and any other tangible element provided to you by us under this agreement.
- 17.21. "end user" or "user" means your employee and/or agent and/or subcontractor who you may authorize to use the service on your behalf.
- 17.22. "false alarm" means fault reporting received from the customer as a result of mishandling of the customer equipment and/or non-compliance to suggested best practices conveyed in writing by us, and such reporting is not related to a manufacturing fault.
- 17.23. "feature" refers to a component of the service.
- 17.24. "fee(s)" means a charge for any service or additional service, including the termination fee which may apply once off or recurring on monthly basis based on the system of your service subscription.
- 17.25. "force majeure" means any act, event, omission or cause or circumstance whatsoever beyond the reasonable control of a party, including without limitation, the following: (a) events outside human control, including earthquakes, flood, windstorm, fog and

other extreme adverse weather; (b) outbreak of hostilities, riot, civil disturbance, acts of terrorism; (c) an act of any government or authority (including refusal or revocation of any license or consent); (d) fire or explosion; (e) collapse of buildings, power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles; (f) default of suppliers or sub-contractors; and, (g) theft, malicious damage, strike, lock-out or industrial action of any kind.

- 17.26. "monthly fees" the charges for which you are billed each month.
- 17.27. "network" means the communications infrastructure which we use to provide the services.
- 17.28. "open source software" refers to any software, under binary code form and source code form, governed by the terms and conditions of a license: (a) consistent with the principles of the open source initiative (hereinafter referred to as 'OSI'), which is defined on the following website: <http://www.opensource.org/docs/definition.php>, (b) and/or certified by the OSI (see list of these licenses: <http://www.opensource.org/licenses/>).
- 17.29. "order form" means the form that stc will provide to the customer which includes the particulars of the service, add on services, customer information, equipment description, activation date, commitment period, subscription fees and other information and details, and which the customer will sign and place to stc to order and receive such desired service(s) subsequent to the conclusion of this agreement.
- 17.30. "personal data" shall mean any information relating to an identified or identifiable natural person as defined by the applicable privacy law and/or the privacy authority including any additional such personal data to which the data processor have access from time to time in performing the services.
- 17.31. the value of your subscription and usage of the selected service.
- 17.32. "process/processed/processing/processes" means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
- 17.33. "privacy authority" means the relevant statutory or supervisory authority with responsibility for the applicable privacy law in the jurisdiction of the data controller including the TRA.
- 17.34. "proposal" means stc's offer to the customer which includes particular information and description for the service that is selected in the order form.
- 17.35. "software" refers to any software program containing sets of instructions designed for performing a process or convertible into an executable format by a computer and attached to a physical medium and in any code format, as well as the associated documentation.
- 17.36. "service" means any cloud computing or IT service, including consulting and professional services, provided by us under this agreement by means of cloud tools and methods.
- 17.37. "service level" means the document where a clear description of our services is set out including but not limited to the service levels parameters, key performance indicators, services credits, maintenance works.
- 17.38. "service location" means either the office premises or vehicle, or any other location where service is provided, and the address or registration number mentioned on the service order form.
- 17.39. "subscription fees" means the charges collected by us periodically (including the monthly fee) against the service we provide to you.
- 17.40. "tax" means any tax, value added taxes (VAT), levy, impost, duty or other charge, fee, deduction or withholding of a similar nature that is applicable by the relevant authorities in the Kingdom of Bahrain on availing a service.
- 17.41. "termination fees" the charge which totals the rest of the subscription fees for the remainder of the commitment period, calculated at a daily rate, discounted by any prepaid fees and any other discounts you are entitled to, which can be found on our website.
- 17.42. "territory" means the Kingdom of Bahrain.
- 17.43. "third party software" refers to the software which intellectual property rights are held by third parties, including open source software
- 17.44. "TRA" means the Telecommunications Regulatory Authority in the Kingdom of Bahrain that regulates the telecommunication industry, including us.
- 17.45. "upfront fees" means the advance payment which covers a part of the service value which you have to pay in advance.
- 17.46. "user guide" means the guide or manual which may describes the services functionality, way of use and prices as given from time to time on our website.
- 17.47. "user interface" refers to any portal or application to which users can connect to manage the services.

17.48. "manufacturer warranty period" means the period stated a written guarantee, issued by us for equipment/software/third party software by its respective manufacturer, offering to repair or replace the equipment/software/third party software as necessary within a specified period of time. this period varies based on the type of equipment/software/third party software and the issuing manufacturer.

17.49. "we", "us" and "our" means stc Bahrain B.S.C. Closed, incorporated under the laws of Kingdom of Bahrain, under company registration number (71117) and having its registered address at P.O. box 21529 and its business address at building 15, road 68, block 428, Seef District, Kingdom of Bahrain;

17.50. "website" means stc's website at [www.stc.com.bh](http://www.stc.com.bh)

17.51. "you" and "your" means the customer who is a party to this agreement.

#### 18. contact details:

company's contact details  
 address: building 15, block 428, building 15, road 68, Seef District  
 postal address: stc Bahrain - P.O. box 21529  
 Manama, Kingdom of Bahrain  
 general telephone: +973 33128128  
 business service center: 128  
 email address: [businesssupport@stc.com.bh](mailto:businesssupport@stc.com.bh)  
 website: [www.stc.com.bh/business](http://www.stc.com.bh/business)