

Cloud General T&Cs

- All amounts expressed to be payable under this [Contract/Amendment] by Customer/Purchaser to Mobily whether in whole or in part for any supply of products/services shall be deemed to be exclusive of any applicable VAT. If VAT is chargeable on any supply under this Contract/Amendment, the Customer/Purchaser shall pay to Mobily an amount equal to the VAT and Mobily shall promptly provide a valid VAT invoice and VAT registration certificate to the Customer/Purchaser where so required to by law.
- Mobily will have the infrastructure readiness with minimum of 4 weeks from the date of PO.
- Contract duration is 12 months, and the service term is renewable on annual basis unless the customers states otherwise.
- Monthly recurring fee paid by the customer every months.
- Upon issuing the purchase order, customer will need to make an advance payment of the First Time Fees and one month of the Monthly Fees
- Pricing may be subject to change during the Terms & Conditions preparation, review and agreement period
- In case of customer early termination event, customer shall pay to Mobily (a) Early termination charges equal to the sum of Monthly Recurring Charges of the remaining contract term.
- Mobily shall not be liable in any circumstances to the Customer for any loss of revenue, profit, anticipated savings, or indirect or consequential loss or damage or for loss or destruction of data.
- The connectivity services described in this proposal are subject to availability and customer location coverage at the time of service ordering
- The customer is not allowed to downgrade the bandwidth during contract period

• Renewal:

MOBILY will, at least three months before the Services End Date, issue the Customer a Renewal Notification or give the Customer written notice of MOBILY's intention to not renew the Services. If Customer wishes to continue the Services without interruption beyond the current Services Period, Customer must contract for a continuation of the Services, as per the renewal Schedule provided by MOBILY, a minimum of two months prior to the expiration of the Services End Date applicable at that time. If Customer fails to renew, MOBILY will terminate Customer's Services immediately upon expiration of Customer's current Services Period.

• Contract Expiration:

Upon expiration of this contract for the Selected Services and if not renewed, Mobily will:

- Disable access to, and make unreadable, all Content in the Cloud Platform; and
 - Revoke Customer's logon access to the Web-based portal (xStream Portal)
- Mobily is assuming that the OS, DB and other software licenses prices will remain the same during the complete project duration, however, in case vendor change the prices, Mobily will issue a revised quote based on new price where customer shall provide a new PO.
 - The proposal should mentioned clearly whether the resources are FIXED or based on consumption (Pay as You Go Model), and if not mentioned, it considered based on consumption model. Please note that DB and License price above is only for the period mentioned renewal requires new quotation and prices not guaranteed.