

Mobily Managed Router Service Contract

1.1 Definition of terms used

In this agreement the listed words shall have the following meanings unless otherwise indicated:

Parties	For the purposes of this agreement Mobily will be referred to as 'Mobily'. The Client shall be referred to as: The company or individual so named in Schedule A of this agreement. The Client includes persons to whom the client has authorized access to the service for the purposes of configuration, testing or development or those persons authorized / requested to act on behalf of the client.
Services	One or more of the listed services in Schedule B
Commencement Date	Means the date specified in Schedule A.
Fee	Means the consideration to Mobily for the Services referred to in Schedule B.
Initial Term	Means the term referred to in Schedule A.
Main Agreement	Is the Managed Router Service Agreement to which this SLA is an exhibit.

1.2 Standard Terms and Conditions

These are the standard terms and conditions which apply to Managed Router Service provided by Mobily. This agreement governs the terms of use by the Client of all Services provided by Mobily.

Mobily has authority to enter and to perform its obligations under these Terms and Conditions. The Client agrees to use the Services according to the following terms and conditions:

Services

As described in Schedule B of the Managed Router Service Agreement.

Billing

Agreement will have option of monthly, quarterly & yearly basis agreed on the order document and automatically renewed. Monthly fees will be always cycle backward. In case of service termination, client has to notify the provider 1 month in advance. If the current contract has less than one month, he will pay the fees of one extra month as termination fee. If the current contract has already been renewed automatically, he will pay the remaining amount of the extended contract.

Hardware Maintenance Package (Smartnet)

- "24*7*Same Day Package" and "8*5*NBD Package" are available for Hardware maintenance.
- For MRS customers, Smartnet fees will be charged on monthly bases.
- The router will be out of Mobily responsibilities, If the customer refused to pay for Smartnet renewal.
- For Standalone router, the customer will pay Smartnet fees for one year only as one time charge. If Standalone can renew Smartnet license by requesting their KAM along with PO of the correct amount.
- If a customer has any existing router installed in his/her premises and ready to take MRS services from Mobily, then it is his/her responsibility to provide the information regarding his/her routers, which must be up/running, and has valid Smartnet to the whole project duration and his/her is responsible for the hardware replacement / RMA with Cisco directly.

Early migration of the service by the customer within the validity of contract will incur Early Exit penalty charges equals to the remaining contract period. the parties agree that such penalty charges are a reasonable pre-estimate of the losses to be incurred by Mobily in the case of early migration of the service by the counter party, and the counter party acknowledges the aforesaid and that Mobily by entering into this contract would incur certain expenses and expenses which would be recovered over the term of this contract.

Term of Agreement (Terms)

This agreement will continue for a period of 12-months unless otherwise stated. This agreement will automatically be renewed at the end of the initial Term unless terminated in accordance with this Agreement.

Upgrade & Downgrade from one type of the same Managed service to another

1.1. Upgrade

- Upgrade is the process of adding/increasing a specific feature within the package.
- If customer upgrades the package or any feature within the package he is subscribed to, the billing system will automatically charge him the new monthly charges for the upgraded package/feature on proration basis till the coming billing cycle.

1.2. Downgrade

- Downgrade is the process of deleting/decreasing a specific feature within the package added by customer request to the base package.
- If customer downgrades the package or any feature within the package he is subscribed to, the billing system will automatically charge him the new monthly charges for the downgraded package/feature from next billing cycle.

1.3. Package Migration

- Migration is the process of transferring from a one package to another package .

1.3.1. Management Services Packages Migration

- Examples:
 - Migrate from "Basic" to "Advanced" package.
 - Migrate from "Advanced" to "Basic" Package is Not Applicable within the defined Contract time period unless with exit plenty with an amount equivalent to the remaining amount of the contract.

1.3.2. Hardware Maintenance Package Migration (Smartnet)

Early migration of the service by the customer within the validity of contract will incur Early Exit penalty charges equals to the remaining contract period. the parties agree that such penalty charges are a reasonable pre-estimate of the losses to be incurred by Mobily in the case of early termination of this agreement by the counter party, and the counter party acknowledges the aforesaid and that Mobily by entering into this agreement would incur certain expenses and expenses which would be recovered over the term of thiscontract.

1.4. Renewal

- Subscription will be automatically renewed for another one (1) year unless official written notice of one (1) month before renewal date is received from the customer stating service termination.
- Smartnet subscription will be automatically renewed for another one (1) year.
- If the customer fails the pay Smartnet bill, then Mobily will not be responsible for any failure cause by the router and the router is out of Mobily maintenance.
- The owner of standalone router can request renew Smartnet license via Mobily by sending PO of Smatnet value equal to Mobily prices.

1.5. Suspension

- If a customer fails to pay his bills within thirty (30) days from due date, the account will be suspended after performing the following:
 - Account Management team will contact the customer by phone and inform him of the actions.
 - Account Management team will send the customer a fax to inform him of the action that will be taken.

- In case the customer has settled his dues, the Account Management team should re-activate the customer account.
- During Suspension time period Mobily technical teams will not provide any monitoring, management, or support the customer hardware.

1.6. Termination

- Due to Non-Payment
 - The customer needs to send official written notice one (1) month before renewal date stating service termination.
 - If the official written notice is received within the one (1) month notice period, customer will incur one (1) month service charge penalty.
 - Early termination of the service by the customer within the validity of contract will incur Early Exit penalty charges equals to the remaining charge for contract period.
 - Customer cannot claim any smartnet license after the termination.

Note: After termination, the Account management team will contact the customer via phone and fax to clear any outstanding amount (if any) and to pick the hardware from the customer premises within one (1) month time in case hardware is leased to the customer.

1.7. Changes

- The customer will be notified of any changes to the commercially stated policy One (1) month in advance.

1.8. Compliance with Law

In using the services provided the Client must abide by all applicable Local laws, treaties and regulations and any violation of this provision can result in termination immediately or with 30 days notice depending on the severity of the violation at the absolute discretion of Mobily.

1.9. Limitation of Liability

Mobily shall not be liable to the Client for damages resulting from or in relation to any failure or delay of mobily to provide services under this Agreement if:

- a) Such delays or failures are due to circumstances beyond our control
- b) Mobily has taken reasonable measures to prevent data loss except if such delay or failure to provide services is found to be a direct result of Mobily's actions, or negligence. Such a failure or delay shall not constitute a default under this agreement.
- c) Mobily will not be responsible for any contractual term that customer has placed with external vendor that impact our SLA's.

Mobily's directors, agents or employees will not be liable in any way for any form of loss or damage of any nature whatsoever, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the services by Mobily to the Client.

1.10. Disclaimer of Warranties

While Mobily uses all reasonable care in providing the Service, Mobily shall not have any liability whatsoever in respect of any loss or damage resulting from the provision of the Service, errors or omission in information provided in relation to the service. Mobily liability in the event of failure to provide adequate service shall not extend beyond the cost of providing a comparable service.

1.11. Indemnity

Client agrees to defend, indemnify and hold Mobily harmless from and against any and all claims, losses, liabilities and ex-

penses (including reasonable solicitors' fees) related to or arising out of the Services provided by Mobily to Client under this Agreement, including without limitation claims made by third parties (including clients of the Client) related to any false advertising claims, liability claims for products or services sold by Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided here under, or for any content published by Client using the Services, but excluding those directly caused by the negligence of Mobily.

1.12. Delivery & Activation of Services

During the service provisioning & implementation phase typically a Project Manager will be assigned by Mobily who prepares an overall project plan covering all major activities, milestones and deliverables.

For manage router service, Mobily will do the provision as per the below time frame after receiving the PO from the customer.

Features	الأساسية
MRS Provisioning Time	5 days
Professional Services Basic / Advance (Normal Change)	2 days
Professional Services Basic / Advance (urgent Change)	8 Hr

In case, Mobily will supply and commission specified routers/equipment; Mobily will prepare appropriate configurations and conduct end to end network and service testing. Service fulfillment documentation will also be completed with copies handed over the customer as well as for internal records within Mobily.

Mobily will supply, install, configure and apply the managed configuration (MRS), as per the below time frame.

Features	الإطار الزمني
Hardware Delivery	6-9 Weeks*
First Time Hardware Provisioning Time	8 Working days
HW Professional Services	5 Working Days

Table (2) – Service Provisioning
* if the router is not available in the store

1.13. Commencement and Duration

- Minimum commitment period for any Service identified in this Agreement is (12) Months from the activation date.
- Upon the expiry of the Service minimum commitment term of (12) months, Service will be automatically renewed and extended on (1) months rolling basis on the same Terms and Conditions until Client terminates the service or renew it for another (12) months Term.

1.14. Access and Permissions

- Client shall allow Mobily access to the Client Premises to the extent reasonably determined by Mobily for the installation, inspection and scheduled or emergency maintenance of hardware and facilities relating to the Service.
- Client shall be responsible for providing and maintaining the level of power, heating and air conditioning necessary to maintain the proper environment for Mobily's Hardware and Facilities in the Client premises.
- In the event Client fails to do so, Client shall reimburse Mobily for the actual and reasonable cost of repairing or replacing any Hardware and Facilities stolen, damaged or destroyed as a result of Client's failure.
- Client shall provide a safe place to work and shall comply with all laws and regulations regarding the working conditions on the Client Premises.

1.15. Mobily Facilities

- "Mobily Facilities" shall mean any property owned, licensed or leased by Mobily or any of its affiliates and used to deliver services.
- Except as otherwise agreed, title to all Mobily Facilities shall remain with Mobily. Mobily will provide and maintain the Facilities in a good working order.
- Client shall not permit others to, rearrange, disconnect, remove or attempt to repair or otherwise tamper with any Facilities, without the prior written consent of Mobily.
- The Facility shall not be used for any purpose other than that for which Mobily provides them.
- In no event will Mobily be liable to Client or any other person for interruption of service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Client or any third party gaining access to the Facilities through Client in violation of this Agreement, and Client shall reimburse Mobily for any loss or damages incurred as a result thereof, provided that in the event Mobily or any of its officers, employees and/or agents contributes to such damages, each party shall only be liable for the proportion of its contribution to such damages.
- Client agrees to allow Mobily to remove the facilities from the Client Premises after termination, expiration, or cancellation of the service Term of any service in connection with which the Facilities were used; or for repair, replacement or otherwise as Mobily may determine is necessary or desirable, but Mobily will use reasonable efforts to minimize disruptions to the service caused thereby.
- Mobily shall not be responsible for the operation or maintenance of any Client's Hardware. Mobily undertakes no obligations and accept no liability for the configuration, management, performance or any other issue relating to any Client Hardware.

1.16. Force Majeure

Neither Party shall be liable for any failure to perform or breach of this agreement caused by Force Majeure provided that neither Party shall be relieved of its obligations to make any payments for Services rendered under this Agreement.

The Party invoking Force Majeure must immediately inform the other Party if an event of Force Majeure has occurred. Responsibilities and obligations specified in this Agreement are subject to immediate fulfillment after the end of Force Majeure circumstances unless otherwise agreed to jointly in writing by the Parties.

Both Parties shall use reasonable commercial endeavors to minimize the effects of an event of Force Majeure.

1.17. Governing Law

- This Agreement shall be governed and construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia.
- All Resolutions and Regulations issued by the Communication and Information Technology Commission "CITC" in addition to the guidelines for the provision of data, content and internet services shall be applied on all issues not provided for under this terms and conditions.

1.18. Security

As per Mobily Security standards we recommend to have the below criteria:

- Minimum Length of Password should be 8 characters , Maximum password age = 120 days, and it automatically disconnects clients when a login time expires
- Max log file size equals to 30 GB.
- Mobily recommend the client to have Customized naming conventions to be used and avoid generic naming such as Administrator, which are subject to intrusion attacks.
- For the Managed Server service Mobily will Enable Remote Desktop, Disable Windows Firewall and Disable built-in administrator account, by default, only port 80 and port 443 is open from internet
- ping.exe, netstat.exe, telnet.exe are built-in features of windows or linux, however, these are blocked from our firewall

1.19. Assignment

- This Agreement is personal to the Client and the Client shall not assign, charge or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder.

2.0 SLA

2.1. Service Level Agreement:

Service Level Agreements (SLAs) are considered fundamental and all customers will have Standard SLA as part of Package. Customer may purchase the additional SLA (silver and Gold) for the additional and prioritize support as per the below details.

In the event to open a Case, the Customer shall make a preliminary assessment based on the categories set out below:

- **Critical** – Shall mean total Service Outage. A fault where customer’s Networks, website or running application becomes unavailable totally.
- **Major** – Shall mean service degradation. A Case which is not “Critical” but which imposes serious limitations or restrictions on the availability to the customer’s Networks, website or running application.
- **Minor** – Shall mean not service affecting. A Case which is not “Critical” or “Major” but which is of a relatively minor or intermittent nature and does not significantly affect the availability to the customer’s Networks, website or running application.

All Cases must be reported to Mobily on the designated eMail address, E-portal (web), Chat or support phone numbers. A tracking number will automatically be provided to Customer promptly after opening of the Case, and a human support engineer will review the support request within the timeframe listed below. Mobily may re-categorize any Case.

Due to the critical nature of the service availability for the business, the SLA offered will cover the following aspects:

- **Operational SLA**

- Handling Time

Defined as time when Customer can call to Mobily Customer Care Support.

Category	Standard	Silver
Handling Time		24x 7 x 365

Table (2) – Handling Time

- **Response Time**

It is the period commencing when a valid service fault report is received by Mobily, and ending on the first to occur of:

- When Mobily advises the customer that the fault has been identified by remote diagnostics and that work has commenced to identify the fault;
- When Mobily advises the customer that a site visit is required, or;
- When a Mobily representative attends the site.

The targeted Response Times (depending on the category of the Case) are set as follows:

Category	Standard	Silver
الدرج	4	2
الرئيسي	8	4
البسيط	12	8

Table (3) – Response Times (Hr)

• Resolution time

It is the period commencing when a valid service fault report is received by Mobily, and ending on the first to occur of:

- The service is returned to full working order, or;
- A temporary repair is performed which allows the service to be used

The targeted Resolution (MTTR) Times (depending on the category of the Case) are set as follows:

Category	Standard*	Silver*
Critical	24	12
Major	36	24
Minor	48	36

*Does not include the hardware failure or Software Bugs which can take up to 3 business days.

2.2. Service Assurance

Service assurance is set of procedures intended to optimize the performance and maximize the customer satisfaction.

- Mobily will inform the customers for the planned outages minimum 3 days before and will advise the interruption duration time period.
- At times it may be in both (Mobily and customers) parties' best interests to have a planned interruption with less notice than 3 days, Mobily can discuss the circumstances with customer before such a planned interruption.
- Mobily endeavors to keep to the timing and duration of planned interruptions however in some circumstances it may need to reschedule or increase the duration of a planned interruption.

Respective operation teams will be responsible for troubleshooting and Mobily will provide the Service assurance as:

2.3. Status update

- Advice that the relevant service issue has been identified as Mobily responsibility and action is commenced to resolve it.
- Advice regarding the progress on correcting the relevant service issue and the likely time at which the issue will be resolved as per the below update time.

Category	Standard*	Silver*
Critical	12	6
Major	18	12
Minor	-	-

Table (5) – Status Update Times (Hr)

2.4. Post Incident Report

Mobily will provide the Post Incident or reason for outage report within 3 working days which provides Mobily advice as to the outcome of correcting a service issue.

2.5. Fault Escalation

The following contact number is to be used in the event that an issue related to a specific outage needs to be escalated:

Contact Details
<p>Mobily Business Services Centre</p> <p>In Saudi Arabia call [901] In any other country call [+966560100901] Email: 901@MOBILY.COM.SA</p>

3.0. Service Credit

If in one (1) calendar month, Mobily failed to respond to Customer or Service down time exceeds the set limit, the Customer will be entitled to compensation towards the invoice (Bill) which Customer receives one (1) month following the month in which the Case was reported.

For the purpose of determining the amount of any compensation, Service Downtime will be deemed to commence when Mobily opens a "trouble ticket" to track such Service Downtime and will be deemed to end when Mobily has restored availability and closed the applicable "trouble ticket" unless Customer provides technical documentation to establish the exact time(s) of the beginning and/or end of the downtime. A trouble ticket will be opened within five (5) minutes of Mobily discovering the Outage or within five (5) minutes of Customer notifying by telephone, email, chat or web to the Mobily CC of the Outage.

Category	Index	Standard		Silver		
		Exceed	Credit (MRF)	Exceed from	Credit (MRF)	
Operational SLA	Handling Time	No) 4 (Reply)	1	No) 2 (Reply)	1	
	Response Time	Critical	4	1	2	1
		Major	8	1	4	1
		Minor	12	1	8	1
	Resolution Time	Critical	N/A	N/A	12	1
		Major	N/A	N/A	24	1
		Minor	N/A	N/A	36	1
Max. Credit	Max. of 6 days (MRF) per Month per Customer					

Table (7) – SLA Credits

One (1) Service credit is equivalent to One (1) day MRC of base package.
 *Note: Service credit will be done case by case and to develop in phase 2.

3.1. Customer Eligibility for SLA

- The Customer will not be entitled to receive compensation if (i) Customer has violated the Mobily AUP, or (ii) Customer is late in its invoice payment cycles set in Mobily Account Management Policy.
- All hardware configurations must be managed by the MOBILY USAC/NOC team.
- Customer must provide MOBILY advance notice in writing of any Customer-initiated network changes to its network.
- All changes must follow the Move/Add/Change ("MAC") procedures agreed to in the Customer Information Guide and are subject to MOBILY review and approval. No credits shall be paid for any failures to meet Network Performance SLA due in whole or in part to Customer failure to abide by this requirement.

3.2. Credit Scheme for SLA Violation

- SLA violation is tracked per month and credits are provided as discounted days in the next bill from the monthly recurring charges. (MRC)
- Max. Credit to be awarded per month shall not exceed Six (6) days per server per month. (days of month = 30 calendar days)

- Credit will be depending on the month base package without any additional add on and upgradeable features.
- The service credits are not cumulative for the same incident. Thus if customer is entitled to receive the credits on more than one index as set forth herein due to the same service effecting incident; customer will only receive the largest possible single credit (e.g credit for service availability violation will prevent the customer from receiving any other credit like response time, handling time,....)

3.3.SLA Violation Exceptions

Customer will not be entitled to receive any credits due to SLA violation, or have the right of service termination for anything which is associated with or caused from (partially or wholly) the following exceptions set out below:

- Planned outages and maintenances provided that the supplier has notified the customer three days earlier.
- Force Majeure Events, Interruptions or delays due to labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond MOBILY's reasonable control
- Customer premise equipment, local access facilities or customer non readiness
- Any act from the customer or any of his agents, contractors or vendors.
- Failure in any additional facilities which are required in order to connect the customer's premises to the supplier's network.
- Changes initiated at customer's request.
- Anything which is associated with or caused by planned maintenance events or cable cuts on the supplier's Network (which are not due to the fault or negligence of supplier).
- If the customer chooses not to release the service to supplier for maintenance or for the implementation of a customer service order or where the customer elects not to release the service for testing or repair and continuing to use the service on an impaired basis.
- Anything which is due to Customer' use of bandwidth in excess of the committed bandwidth.
- Failure of any customer premise equipment that is not managed by the Mobily.
- Failure of the customer, to provide timely access for installation of the unmanaged sites or acceptance of repair or delay caused by the customer.
- Failures in performance caused by any national or local holiday
- Inadequate environment at the Site, including, but not limited to, improperly cooled equipment rooms, power failure, etc., that is Customer's responsibility.

4.0. Indemnity Clause

Customer will indemnify and hold harmless Mobily from and against any claims, demands, losses, damages and expenses arising from non-performance, service degradation, hardware failure or loss of data as part of this SLA.

4.1 Entire Agreement

The Client acknowledges and agrees that this Agreement is the entire Agreement between the parties and excludes all oral or implied representations and terms unless such terms are agreed between the parties in writing.