

Viacloud Standard Terms and Conditions

Definitions:

In the Agreement (as hereinafter defined) unless the context otherwise requires the following terms shall have the following meanings:

"Agreement" means the contract between Viacloud W.L.L (herein referred to as "Viacloud") addressed at 8th Floor, NBB Tower, Government Avenue, Kingdom of Bahrain and the Customer for the provision of Services, comprising these Terms and Conditions including Service Application Form, Business Services Agreement, Proposal and/or other documentation signed between the Parties.

"Viacloud Business Support" refers to the Viacloud Support Team, whose contact details are available on the Viacloud website (www.viacloud.com)

"Customer" means the Viacloud customer identified in the service application form, Business Services Agreement, Proposal and/or other documentation signed between the Parties and who forms the other party of this Agreement.

"Service Equipment" means the equipment (including any software) provided to the Customer by Viacloud for the provision of the subscribed Service.

"Bill" means a periodic invoice or statement of account issued by Viacloud to the Customer.

"Charges" means sums payable to Viacloud by the Customer pursuant to this Agreement.

"Variable Priced Service" means any service which is charged based on consumption or units with or without a minimum threshold.

1. Commencement of Agreement

This Agreement commences on the date that the Business Services Agreement or any similar document is signed by the Customer.

2. Service (s)

2.1. Viacloud shall provide to the Customer the service(s) which are mentioned Agreement and are subject to these Terms & Conditions.

2.2. Viacloud cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Viacloud's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that in some cases that they may not be able to receive the subscribed Service owing to certain technical restrictions that may arise, although Viacloud shall use reasonable endeavors to keep any disruption to the provision of the Services in such circumstances, to a minimum.

2.3 Certain services may be backed by a Service Level Agreement (SLA) and such coverage will be specified in the Agreement for these services. The SLA will be considered to have been breached repeatedly in the event that the stated SLA is not met due a fault within the Viacloud Network and if such fault is not outside of Viacloud's control for a minimum of 3 separate instances in any calendar month with each instance lasting a minimum of 4 hours.

2.4 A Service may be considered to be non-rectified repeatedly if each instance of the same issue causing a degradation of 50% or more in the Service has been reported to Viacloud by the Customer as stipulated in this Agreement, and is due to a fault within the Viacloud Network and if such fault is not outside of Viacloud's control for a minimum of 3 separate instances in any calendar month with each instance lasting a minimum of 4 hours.

2.5 If any service requires additional cost which is to be incurred for the sole purpose of reaching the delivery site as per the customer requirement (customer location) at the time, such cost cannot be estimated prior to this agreement and therefore is not part of the commercial section of the Agreement. Viacloud will endeavor to minimize such cost, however, this additional cost will need to be paid by the customer. Viacloud may offer payment terms for such additional cost if possible. Some examples of such costs are lack of fiber availability, lack of free ports on exchange, lack of in building cabling (cooper/fiber), etc. The impact of this cost does not affect the commitment of the customer as in clause 4 of this agreement.

2.6 Services and packages provided as 'Residential', 'Home', 'Lite' or 'SME' are intended for small business requirements, home offices and mainly residential use. Fair Usage Policies will apply for any utilization under any unlimited plans or add-ons at sole discretion of Viacloud.

3. Service(s) Activation

The Customer can expect most services to be activated within 7 to 10 calendar days, whereas others may take up to one (1) month or more depending on the service requirements.

4. Service (s) Subscription Period

The Customer agrees to subscribe to services, in return for payment of charges for the minimum subscription period set out in the Agreement, which, upon date of any change in the service(s) or upon completion of the minimum subscription period will renew automatically for the same (duration of) minimum subscription period until the termination of Services as indicated in sub-clause 8.1. The Customer is obligated to pay the specified charges for all services for the entire applicable minimum subscription period.

The Subscription Period commences from the first effective billing date for the complete provisioned service; however, Customer agrees to pay the specified charges for the complete minimum subscription period upon signing of the Agreement.

5. Customer's Responsibilities

5.1. Customer Information: The Customer agrees to provide true, accurate, complete and up-to-date information to Viacloud as requested in the Agreement, including but not limited to Customer's name, authorized signatory, address, etc. Customer agrees to also promptly notify Viacloud of any change in provided Customer information.

5.2. The Customer is solely responsible for any equipment in their network to comply with applicable laws and industry standards. Viacloud cannot be held responsible for any of the content, received or transmitted by any party through customer's or other third party's use of the Services, whether or not in accordance with these Terms and Conditions.

5.3. Service Equipment provided by Viacloud: The Customer agrees that any Service Equipment, (whenever applicable) supplied to the Customer by Viacloud will:

a) remain the property of Viacloud and be used by the Customer in accordance with any applicable instructions,

safety and security procedures issued by Viacloud, and the Customer will not add to, modify or in any way interfere with it nor allow any other persons to do so.

b) be the Customer's sole responsibility to protect from any loss. In the event of any loss, destruction or theft of Service Equipment, the Customer is advised to inform Viacloud in writing, immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges until the Customer notifies Viacloud, at which time the Service may be suspended by Viacloud. The lost, damaged or stolen Equipment may be replaced at the Customer's request and may be subject to a replacement charge that is to be specified by Viacloud. Any service contracts minimum duration clauses shall still be applicable in case of loss of equipment.

5.4. Use of Services: The Customer will be solely responsible for all access to, and use of, the Services provided by Viacloud, whether or not the service is actually used. If the Customer allows a third party to access the services, the Customer is liable for all activities conducted by such Third Party. The Customer agrees to not use the Service:

a) in a way which does not comply with the terms of any laws or any license applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Viacloud or any third party; or b) in connection with (without prejudice to the generality of sub-clause 5.4.(a) above) to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises of a virus or other code liable to cause loss or damage; or c) to resell, re-supply, hire, transfer ownership, assign, trade or otherwise dispose of the Service or make it available to any person on a commercial basis without prior written approval from Viacloud.

d) Viacloud shall have the right to enforce the obligations set out in sub-clauses 5.4. (a) to (c) inclusive of suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

5.5. Breach of Services: The Customer shall indemnify, defend and hold Viacloud harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, that may be suffered by the Customer, or anyone using the Services with the Customer's permission. Viacloud reserves the right in applicable circumstances arising from a breach of the provisions of this Clause 5 or where otherwise requested, to pass on customer details to the relevant government authorities as may be appropriate. Furthermore, Viacloud may take steps as it sees fit, including but not limited to the suspension or termination of the Services pursuant to these Terms & Conditions, as soon as it becomes aware of the existence of such breach. The Customer agrees to provide all necessary assistance to Viacloud as Viacloud may request in order to allow Viacloud to take the steps set out in this clause.

5.6. Service Provisions: The Customer acknowledges that Viacloud may from time to time, at its sole discretion may: a) change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or b) suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.

c) Viacloud shall endeavor, before exercising any of its rights under sub-clause 5.6. (a) and (b), to give the Customer as much advance notice as is reasonably possible (approximately 24 hours for non-emergency situations).

d) The Customer acknowledges that it is not possible for Viacloud to guarantee a fault free Service; particularly given Service quality will be affected by the quality of interconnecting operator networks. Where a fault or defect occurs, which is not due to an act or default of the Customer and is within Viacloud's network, Viacloud will use all reasonable endeavors to repair any such faults.

6. Viacloud's Rights

6.1. Viacloud has no obligation to monitor the Customer's use of Services, nor to retain the content of any user session or any records of such. However, Viacloud reserves the right to monitor, review, retain and/or disclose any and all communications or information as necessary to identify breaches of these Terms & Conditions or in order to comply with any applicable law, regulation, legal process or government request.

6.2. Viacloud may retain Customer's personal data (contact details, authorized telephone numbers and IP addresses, connectivity and hardware details, etc.) provided pursuant to this clause or otherwise in accordance with these Terms & Conditions, and the Customer authorizes Viacloud to use such personal data in order to:

a) Provide the Services;

b) Maintain a record (of accessed information and called numbers) for a period of time as required by law, following termination of these Terms & Conditions pursuant to Clause 11 or otherwise; and

6.3. The Customer understands that all rights, titles and interests (including all Intellectual Property Rights) in the Services remain vested in Viacloud (and/or its suppliers where applicable) and nothing in these Terms & Conditions shall operate as a transfer or license to the Customer of the same. The Customer agrees not to do anything to limit, interfere with, or otherwise jeopardize in any manner such rights, title and interest.

7. Liability and Indemnity

7.1. In no event shall Viacloud be liable to the Customer or any other party for consequential, indirect or special damages or for loss of profit or other damages sustained by them or any third parties in using the services, howsoever arising. Under any and all circumstances Viacloud shall not be liable beyond the value of the total amount of payment received from the Customer in the preceding 3 months.

7.2. The Customer will indemnify Viacloud against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) out of Viacloud's performance of its obligations under this Agreement and the Customer's use of the Service.

7.3. Events beyond Viacloud Reasonable Control: Viacloud shall not be liable to the Customer if it is unable to perform any obligation or provide the Services because of any factor outside Viacloud's reasonable control, including (but not limited to) act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act of government or state, terrorist acts, civil commotion, insurrection or embargo.

7.4 Every party will use their best efforts to stop the disclosure of any of the opposite party's confidential information to any other party up to a period of three years after termination of this Agreement

8. Termination

8.1 Subject to the Customer's applicable minimum subscription period applicable to a Service, as specified in the Agreement (see Clause 4), the Customer may terminate the Service and bring this agreement to an end by giving a prior written notice of ninety (90) calendar days for all services (or a shorter notice period if it is applicable as per special terms), to Viacloud before the completion date of the current or renewed subscription period. Upon termination, all Charges which are due from the Customer become immediately due and payable. In case the Customer has not completed the minimum or the then current subscription period, the amount equivalent to the total of all monthly charges for remainder of the minimum or then current subscription period will be due and payable immediately. Additionally, any charges under setup or termination which are mentioned in the Agreement as discount / special discount, etc. will be due and payable immediately, since these were subsidized for the subscription period.

8.2 Viacloud may terminate these Terms & Conditions and the provision of the Services by either giving the Customer ninety (90) calendar days' prior written notice or with immediate effect in any of the following circumstances:

(a) where the Customer receives a Service for which Customer does not pay the Charges within thirty (30) calendar days of the invoice due date; or

(b) the Customer breaches a material term or condition set out in these Terms & Conditions.; or

(c) Customer breaches any other term or condition set out in these Terms & Conditions and does not rectify the breach within seven (7) calendar days of such breach, being notified to the Customer, by coming to the attention of Viacloud; or

(d) Customer becomes insolvent or bankrupt or are otherwise deemed unable to pay their debts as and when they fall due;

8.3 Immediately after the termination of Services for whatever reason, the following shall apply:

a) Viacloud may immediately terminate access to the Services;

b) if Customer has retained any Service Equipment, Customer must immediately return this to Viacloud in complete and good working order; if any Service Equipment is found missing or damaged upon inspection after return, the Customer agrees to pay for replacement/repair of the Service Equipment.

c) Viacloud will send the Customer a Bill for all Charges which are outstanding as a result of their use of the Services and which have not yet been billed by Viacloud prior to termination of the Services. This Bill will include any monthly Subscription Charges which are outstanding at the date of termination, rounded up to the full month and any other charges as applicable from clause 8.1. The Customer agrees to pay this Bill in full immediately.

8.4 None of the rights which either Viacloud or Customer has accrued as a result of these Terms & Conditions prior to the date of termination shall be lost or otherwise affected following termination.

9. Suspension of Service

9.1. Viacloud may, at its sole discretion, suspend the Services that are provided to the Customer instead of terminating this contract in accordance with clause 8.2 above, wherein there is a breach that entitles Viacloud to terminate this contract. Viacloud shall decide the duration of such suspension.

9.2. Viacloud may also suspend the Services with immediate effect by providing notification relating to such incidents where:

a) it is necessary in order to carry out any maintenance or repair to the Services or otherwise; or

b) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Viacloud to suspend the Services for whatever reason;

9.3. Viacloud may reinstate the Services in its sole discretion if it is satisfied that you have rectified any breach of the Terms & Conditions or the reason for the initial suspension of the Services no longer applies.

10. Charges, Billing and Payment

10.1 The Charges for the Services shall be based on tariffs and rates as provided by Viacloud and any amendments which may be introduced by Viacloud from time to time in case of Variable Priced Services. Unless it is a regulatory, government mandated or immediate increase outside Viacloud control, any revisions to the Charges will be notified to Customer via e-mail / published on Viacloud website in advance.

10.2 Viacloud will provide the Customer with a monthly Bill detailing (i) the Charges applying for the Services provided and (ii) the total amount due to Viacloud for the provision of the Services in the period to which the Bill relates. The Customer agrees to pay these charges to Viacloud before the due date which will be the 25th of every calendar month. If that payment becomes overdue, Viacloud may suspend or terminate the Services pursuant to Clause 8.2(a).

10.3 Charges for applicable add-ons or required / extra services are payable by the Customer in addition to the Monthly Charges listed in the Agreement.

10.4 Viacloud will send the Customer a Bill on a monthly basis. Any Subscription Charges are payable by the Customer monthly in advance, and the Usage and Call Charges are payable monthly in arrears.

10.5 The Customer agrees that they will remain responsible for all charges incurred by a third party who accesses their account in order to use Variable Priced Services.

10.6 Payment of all sums due to Viacloud under the Agreement shall be paid by the Customer in full (without any set-off, deductions or withholdings whatsoever) by electronic bank transfer, or such payment modes as may be reasonably specified by Viacloud from time to time. Payment of the

Setup Fee shall be made in advance simultaneously with the execution of the Agreement.

10.7 If the Customer does not pay an invoice by the due date, Viacloud shall have the right at its discretion transfer the unpaid amount to the account of any other service(s) provided to the Customer by Viacloud; and deduct the unpaid invoiced amount from any payment or credit due to the Customer. A notification of such action will be sent to the customer.

10.8 Any service which is deemed taxable (under Value Added Tax (VAT)) will be taxed at the regulated VAT rate. The commercial offer does not include VAT and it will be added on the Tax Invoice. If the rate of VAT is changed or if any new government levied tax or fees is implemented this agreement will be considered non-inclusive of such charges, and hence any applicable additional taxes or charges will be levied as appropriately deemed by the applicable laws once they are in effect. The Customer agrees not to dispute such additions to the invoice, and agrees to pay any such taxes, fees or charges for whatever period of the Agreement they may be applicable for, including current, previous or future billing cycles or invoices.

11. Notices

11.1 Any notice to be given by the Customer to Viacloud shall only be effective when delivered to Viacloud Business Support. This is applicable for all notices including service performance issues, billing issues, changes and updates requested in services and any other service-related matters. Escalations may be submitted to the other Authorized Contacts in Viacloud.

11.2 Any notice to be given by Viacloud to the Customer shall be effective if through media communication or in writing and delivered to any relevant e-mail address or Authorized Contact for the Customer.

12. Miscellaneous

12.1 Viacloud may assign, nominate or sub-contract any of its rights or obligations under this Agreement. The Customer shall not be entitled to assign, nominate, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement (unless otherwise agreed with Viacloud in writing).

12.2 Save as expressly provided under this Agreement all other warranties whether express or implied are hereby excluded and this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements.

12.3 The Customer hereby represents and warrants to Viacloud that the Customer has full power to enter into this Agreement.

12.4 If any part of these Terms & Conditions becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of these Terms & Conditions. This will not affect the legality, validity or enforceability of any of the remaining Terms & Conditions which shall continue in force. Viacloud may replace any provision that is not legally effective with a provision that is effective.

12.5 Complaints Procedures: The Customer should submit complaints in relation to Viacloud's Services to Viacloud Business Support and obtain a ticket ID to track the complaint. Upon receipt of the complaint Viacloud shall investigate the matter and at its best endeavor resolve any complaint amicably within the SLAs as applicable per service.

12.6 Number Porting: Customer agrees not to port out any number from Viacloud Network before the completion of 5 years of service. If any number is ported out of Viacloud network for any reason, after completion of 5 years of service activation, the Customer agrees to pay the one-time BD 25 charge for the numbers. If it is a premium number which was discounted, the Customer agrees to pay the premium number amount before porting the number out of Viacloud network.

12.7 Fair Usage Policy: If any service is provided free of charge or as unlimited, a fair usage limitation is applicable to prevent abuse of all such services. All such services are limited to rational values at sole discretion of Viacloud and may be withdrawn at any time, without effecting the service agreement.

12.8 If any service is provided with a backup link, the sole purpose of that link is to be used in case of service failure on the primary link, only during the failure duration. The backup link may not provide similar performance in speed or latency and other parameters as the primary link.

12.9 For any Service against which an issue has been reported by Customer to Viacloud, any SLA or other similar clauses will only apply if prompt and timely information / authorization / access has been provided by Customer to Viacloud team as requested in order to investigate / resolve the reported issue.

12.10 Customer may request Viacloud for new / additional services or make change to existing services using emails, electronic signatures or copies of the applications forms or agreements. The Customer agrees that these will constitute original signed Agreements and waives any right to challenge the admissibility or authenticity of such electronic approvals in a court of law.

13. General Provisions to Terms and Conditions

13.1 Viacloud reserves the right to amend these Terms & Conditions at any time. If Viacloud does make any significant amendments to the Terms & Conditions, it will update the terms on its website. The Customer agrees that their continued use of the Services shall be evidence of their agreement to the amendments, and the updated Terms & Conditions will be applicable to this Agreement.

13.2 These Terms & Conditions together with all documents which are referred to in the Terms & Conditions represent the entire agreement between Viacloud and the Customer and they supersede all prior agreements between the parties.

13.3 Failure by Viacloud to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver.

13.4 The laws of the Kingdom of Bahrain apply to these Terms & Conditions. Both parties shall submit to the jurisdiction of the Kingdom of Bahrain courts of law.

13.5 Any amendments in the understanding between parties after signing this agreement may be agreed upon using addendums to this agreement which shall be considered an extension and constitute part of this agreement.