



# DAWIYAT INTEGRATED ACCESS SERVICE FOR MODON

## REFERENCE OFFER

NOVEMBER 2019  
[Version 1.0]



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## SECTION (1) FRAME AGREEMENT



# 1. Framework agreement

## 1.1 Introduction

- 1.1.1 This Framework Agreement lays out the terms and conditions for the provision of the Wholesale Access service for MODON industrial cities to Other Licensed Operators (hereinafter, 'OLO').
- 1.1.2 The standard, technical and commercial terms and conditions form the basis for entering into an agreement between Dawiyat and any requesting OLO for the provision of the Reference Offer (hereinafter, 'RO') services only as specified in Section 2 (Service Description) and clause 8.0 (General Terms).
- 1.1.3 While not subject to wholesale regulation by the Communications and Information Technologies Commission (hereinafter, the 'CITC' or the 'Commission'), Dawiyat has strived to comply with the guidelines for access to physical facilities published by the Commission.
- 1.1.4 Dawiyat has the right to review and revise this RO on a regular basis. Furthermore, Dawiyat shall review and revise this RO when required to do so by the CITC.
- 1.1.5 The OLO, by requesting the Wholesale Access Service subject to this RO, warrants that it has in full force and effect the authorisations stipulated in the Bylaws to enter into an agreement arising from the acceptance of this RO.
- 1.1.6 Dawiyat and the OLO shall at all times, to the extent possible, act in a way that facilitates the robust and effective operations of the services set out under this RO, to the benefit of customers and to their mutual advantage. Specifically:
  - a) In implementing services and facilities under this RO, Dawiyat and the OLO shall make efforts, as much as reasonably possible, to minimise the consequential costs, on the condition that such efforts do not lead to additional cost attribution to services provided by either Dawiyat or the OLO and comply with the agreed quality standards.
  - b) The Parties should exchange technical information willingly in order to make the provision of the RO service effective, without prejudice to commercial confidentiality.



- c) Dawiyat and the OLO shall treat each other in a fair and professional manner.

## 1.2 Preamble, definitions and interpretation

- 1.2.1 This Agreement shall be governed by the provisions of the Telecommunications Act, the Ordinance of the Commission, the Telecommunications Bylaw, and such other regulations in force in the Kingdom of Saudi Arabia (collectively, the “Regulations”).
- 1.2.2 Pursuant to the Regulations as public telecommunication system licence holders, the Parties are entitled to certain Service in accordance with the provisions of the RO. The Parties acknowledge and agree that the written approval of the CITC is required and is a condition precedent for the enforceability and validity of this RO. The service shall be provided on the terms and conditions as specified in this RO.
- 1.2.3 This RO governs the relationship and understanding between the Parties regarding the access to Dawiyat network.
- 1.2.4 In this RO, except if the context requires otherwise, words and expressions are as defined in Annex A (Definitions and Glossary of Terms).
- 1.2.5 Should any inconsistency or ambiguity arise between the terms defined in this RO and the governing laws in the Kingdom, the following order of precedence shall apply without prejudice of the rights of Dawiyat:
- a) The Telecommunications Act
  - b) The Ordinance of the CITC
  - c) The Telecommunications Bylaw
  - d) This Reference Offer for MODON
- 1.2.6 In the event of conflict or ambiguity between the provisions of this RO and any agreements entered into between Dawiyat and an OLO, pursuant to negotiations based on this RO, the following order of precedence shall apply:
- a. This Reference Offer
  - b. Any Agreement pursuant to this Reference Offer
- 1.2.7 In the event of conflict or ambiguity between the provisions of this RO, the following order of precedence shall apply:
- a. Section 1 - “Frame Agreement”
  - b. Section 2 - “Service Description”
  - c. Annexes



### 1.3 Annexes

The following annexes form part of this contract:

- a. Annex A: Definitions & Glossary of Terms;
- b. Annex B: Service Order Form;
- c. Annex C: Forecast form;
- d. Annex D: Service Prices;
- e. Annex E: Non-Disclosure Agreement (NDA).

### 1.4 Commencement and duration

- 1.4.1 This RO takes effect from the date after which the CITC's approval is issued. This RO shall continue in form and effect for an indefinite period of time unless i) it is terminated as per its terms and conditions, ii) a new RO is approved, or iii) a material change occurs in the Law or Regulations governing the telecommunications services in the Kingdom of Saudi Arabia.

### 1.5 Confidentiality and non-disclosure

- 1.5.1 Dawiyat and the OLO shall conclude a Non-Disclosure Agreement (refer to Annex E) as part of the service provision agreement. This will follow normal practice and provide for the non-disclosure of confidential information to third parties except to the CITC and as provided for under the laws of the Kingdom.
- 1.5.2 The parties agree to keep in confidence any information (whether written or oral) of a confidential nature obtained under or in connection with this RO. The parties agree not, without the written consent of the other party, to disclose that information to any person other than:
- a. to the CITC;
  - b. to any arbitrator or expert appointed under the Dispute Resolution Procedures;
  - c. to an Emergency Services;
  - d. their employees or professional advisors.



- 1.5.3 A Licensed Operator may disclose the information, provided by the Other Licensed Operator to a third party, if the Disclosing Licensed Operator has the written consent of the Other Licensed Operator, only to the extent of that consent.
- 1.5.4 Dawiyat and the OLO shall use their best endeavours to ensure that information, provided by one Licensed Operator to the other for the purposes of provision and take up of Wholesale Access Service, is made available only to the relevant staff within the receiving Licensed Operator's company and shall not be made generally available within the Licensed Operator's company.
- 1.5.5 Notwithstanding any provision of this RO, Dawiyat or the OLO shall not be obliged to provide information which is subject to a confidentiality obligation to a third party unless Dawiyat or the OLO has the written consent of such third party.
- 1.5.6 Dawiyat and the OLO shall use their best endeavours, to the reasonable extent, so as to ensure that information disclosed is correct, to the best of their knowledge, at the time of provision of such information.
- 1.5.7 Subject to clause 1.5.3 the Receiving Licensed Operator shall indemnify the Disclosing Licensed Operator and keep it indemnified against all liabilities, claims, damages, costs and expenses arising as a consequence of any failure by the Receiving Licensed Operator to comply with any reasonable conditions imposed and expressly identified and notified to Receiving Licensed Operator, including those relating to confidentiality as per this section, by the Disclosing Licensed Operator at the time when the information was provided.
- 1.5.8 These clauses will remain in effect for five (5) years after the termination of an agreement between Dawiyat and the OLO.

## 1.6 Intellectual property rights

- 1.6.1 Except if expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or license of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.





## 1.7 Legal rights, protections and extent of liabilities

- 1.7.1 In performing their obligations under an agreement pursuant to this RO, the Licensed Operators shall exercise the reasonable skill and care of a competent telecommunications OLO in order to comply with its obligations under the Wholesale Access Service Agreement.
- 1.7.2 Subject to Section 1.9, if a Licensed Operator is in breach of any of its obligations under an agreement pursuant to this Reference Offer to the Other Licensed Operator (excluding obligations arising under the agreement pursuant to this RO to pay money in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), such Licensed Operator's liability to the other shall be limited to three million Saudi Riyals (SAR 3,000,000) for any one event or series of connected events and seven million Saudi Riyals (SAR 7,000,000) for all events (connected or unconnected) that take place over any period of twelve (12) calendar months.
- 1.7.3 Neither Licensed Operator shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Wholesale Agreement, howsoever caused.
- 1.7.4 For the avoidance of doubt, neither Licensed Operator shall be liable for any breach of the Wholesale Agreement caused by the delay or failure of any supplier to deliver equipment to that Licensed Operator at the prescribed time.

## 1.8 Review, renewal rights and obligations

### 1.8.1 Review and renewal rights

- a) Dawiyat and/or the OLO may seek to amend the Agreement pursuant to this RO by serving on the other a review notice (a "Review Notice") if:
- either Licensed Operator's license is materially modified (whether by amendment or replacement); or
  - a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing the telecommunications market in the Kingdom of Saudi Arabia; or
  - a material change occurs in Dawiyat obligations set out by the CITC; or



- iv. The Wholesale Agreement makes express provision for a review or the Licensed Operators agree in writing that there shall be a review; or
  - v. a material change occurs, including enforcement action by any regulatory authority, which affects or could be reasonably expected to affect the commercial or technical basis of this Agreement; or
  - vi. the rights and obligations under this Agreement, with the prior written consent of Dawiyat, are assigned or transferred by the OLO; or
  - vii. a Party initiates a general review of the Agreement during the three (3) month period commencing on the 1st October in any year.
- b) A review notice shall set out in reasonable detail the issues to be discussed between Dawiyat and the OLO.
  - c) On service of a Review Notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.
  - d) For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice this Agreement shall remain in full force and effect.
  - e) If the Parties fail to reach an agreement on the subject matter of a review notice, the provisions of Section 1.12 shall apply.
  - f) Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

### 1.8.2 Obligations

#### a) The OLO must:

- i. in using the services supplied to it by Dawiyat under this Contract, comply with all relevant legislation and codes of practice relating to its marketing and advertising
- ii. obtain all necessary agreements and permissions needed to use the Service;
- iii. comply with all reasonable instructions which Dawiyat may give from time to time with regard to the use of the Service.



- b) The OLO must not:
- i. use the Service in a way that brings Dawiyat into disrepute;
  - ii. use the Service or the data provided for any purpose except in accordance with the terms and conditions set out in this Agreement;
  - iii. misrepresent to any person the nature or level of detail of information supplied to it by Dawiyat as part of the Service.
- c) The OLO acknowledges and accepts that Dawiyat may suspend or change the Service from time to time or impose conditions and instructions as to its use if it reasonably considers this necessary in order to comply with any applicable law or codes of practice.
- d) The OLO is responsible for compliance with any conditions and instructions contained in Section 1.8 and is responsible for the acts and omissions of its employees in connection with the Service and is liable for any failure by its employees to perform or observe the terms and conditions of this Agreement, including any instructions issued above.



## 1.9 Terms associated with breach, suspension and termination of the agreement

- 1.9.1 If one Licensed Operator's Network seriously and adversely affects the normal operation of the other Licensed Operator's Network, or is a threat to any person's safety, the affected Licensed Operator shall immediately inform the affecting Licensed Operator. The affecting Licensed Operator shall take immediate action to resolve the problem and in the event that normal operation is not restored in a reasonable period of time or if the matter is extreme in terms of its impact on the affected Licensee's customers or the safety of personnel, the affected Licensee may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its network or to reduce the threat to safety. Such suspension shall be notified in writing to both the Licensed Operator in potential breach and the CITC and may continue unless the CITC instructs otherwise or the problem is resolved.
- 1.9.2 If either Licensed Operator is in material breach of this Agreement, the other Licensed Operator may serve a written notice ("Breach Notice") on the Licensed Operator in breach specifying the breach and requiring it to be remedied within:
- a) thirty (30) calendar days from the date of receipt of such Breach Notice;  
or
  - b) such shorter period as the Licensed Operator not in breach may reasonably specify, in case of emergency, as well as stating the consequences of failure to remedy including potential suspension or termination.



- 1.9.3 If the Licensed Operator in breach fails to remedy the breach within the period stated in the Breach Notice, the Other Licensed Operator may terminate or suspend, until such breach is remedied, this Agreement on two (2) weeks' written notice provided always that if the Licensed Operator in breach remedies the breach within such two (2) weeks' notice period, this Agreement shall not terminate or suspend as a result of such notice. Such termination/suspension shall be notified in writing to the CITC.
- 1.9.4 This Agreement may be terminated by either Party through a written notice forthwith (or on the termination of such other period as such notice may specify) if:
- a) The Other Licensed Operator ceases to be a Licensed operator;
  - b) The Other Licensed Operator formally commences bankruptcy proceedings;
  - c) Bankruptcy proceedings are formally commenced against the Other Licensed Operator;
  - d) The Other Licensed Operator ceases to carry on business.
  - e) The Other Licensed Operator is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, a resolution for voluntary winding up has been passed or judicial manager has been appointed over the whole or substantial part of its assets or property, or any action is taken by any creditor of the Other Licensed Operator to recover, realize or enforce any security over any assets of the Other Licensed Operator or to enforce any judgment against the Other Licensed Operator.



- 1.9.5 This agreement, subject to Clause 1.9.6, may be terminated by either Party by giving at any time to the other not less than twenty-four (24) Calendar Months written notice.
- 1.9.6 If there is an existing agreement between Dawiyat and the OLO based on this RO with a remaining period of contract longer than twenty-four (24) calendar months, then the OLO shall be subject to the payment of the remaining charges until the end of the committed period.
- 1.9.7 Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Licensed Operator's rights, liabilities or obligations that have accrued prior to such termination.
- 1.9.8 Without prejudice to a Licensed Operator's rights upon termination of this Agreement, the Licensed Operator shall refund to the Other Licensed Operator a pro-rated proportion of those periodic sums (if any) paid under this Agreement for any period extending beyond the date of such termination.
- 1.9.9 After a notice has been issued pursuant to Clause 1.9.5 hereof a Licensed Operator may request the Other Licensed Operator to carry on good faith negotiations with the purpose of entering into a new agreement.
- 1.9.10 Following a request pursuant to Clause 1.9.5 hereof, if, on termination of the Wholesale Agreement, either Licensed Operator would be obliged under its License to enter into a new Wholesale Agreement with the Other Licensed Operator, then Dawiyat and the Other Licensed Operator shall carry on good faith negotiations with a view to entering into a new agreement to take effect on the expiry on the terminating Wholesale Agreement.
- 1.9.11 Following the expiry of the Wholesale Agreement, each Licensed Operator shall take such steps and provide such facilities as are necessary for recovery by the Licensed Operator of equipment, if any, supplied by that Licensed Operator. Each Party shall exercise its best endeavours, to a reasonable extent, to recover such equipment.
- 1.9.12 If thirty (30) Calendar Days following the expiry of the Wholesale Agreement, a Licensed Operator fails to recover all equipment due to the acts or omissions of the other Licensed Operator (or a Third Party appearing to have control of a site where such equipment is situated) without reasonable cause, the first Licensed Operator may demand reasonable compensation from the other Licensed Operator which shall be paid by the other Licensed Operator within thirty (30) Calendar Days of the date of the demand.



## 1.10 Bank guarantee

- 1.10.1 The OLO shall provide Dawiyat with an unconditional and irrevocable bank guarantee, the value and terms of which shall be agreed upon by Dawiyat and the OLO in the Wholesale Agreement. This amount shall not exceed the value of three (3) months of forecast invoices for Dawiyat service.
- 1.10.2 Dawiyat reserves the right to waive the requirement for the bank guarantee set out in Article 1.10 hereof.
- 1.10.3 Where the OLO is required to issue a bank guarantee in accordance with Article 1.10 hereof Dawiyat reserves the right to require the value of the bank guarantee to be reviewed and if appropriate amended every six (6) months from the date of signing the Wholesale Agreement.
- 1.10.4 Dawiyat will not proceed with implementing any initial orders of the OLO before the above-referred Bank Guarantee is secured.

## 1.11 Public Safety, workers, site, facilities and systems

- 1.11.1 Each Party is responsible for the safe operation of its network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that it does not:
  - a) endanger the safety or health of employees, contractors, agents or customers of the other Party; or
  - b) damage interfere with or cause any deterioration in the operation of the other Party's Network.
- 1.11.2 Neither Party shall connect or knowingly permit the connection to its systems of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the appropriate authorities for attachment to its network.
- 1.11.3 Each Party shall ensure that its network and operating procedures comply in all respects with the safety requirements established by, or under the operational conditions for Wholesale Access Service.



## 1.12 Disputes and arbitration

- 1.12.1 In the event of a dispute or difference arising between the Licensed Operators relating to or arising out of an Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the agreement, the Licensed Operators shall meet within ten (10) Business Days upon receipt of written notice of the Dispute or Difference by one Licensed Operator to the other (or such longer time as mutually agreed by the Licensed Operators) to negotiate in good faith in an effort to settle such Dispute or Difference.
- 1.12.2 Dawiyat and the Other Licensed Operator must continue to comply with their respective obligations during a Dispute.
- 1.12.3 Subject to Clause 1.12.5 hereof, in the event of Licensed Operators failing to come to terms where they can agree as regards the Dispute in two (2) weeks and in circumstances where the Parties have met, negotiated in good faith and failed to resolve the Dispute then, either Party shall have a right to serve a further notice on the other Party (the “Second Dispute Notice”) requiring that the agreed authorized persons hereof shall undertake further good faith negotiations to resolve the Dispute (“Level 2 Procedure”).
- 1.12.4 In the case that Licensed Operators fail to come to an agreement in the Level 2 Procedure as regards the Dispute in two (2) weeks and in circumstances where the Parties have met, negotiated in good faith and failed to resolve the Dispute then, either Party may refer the matter to CITC for resolution in respect of the Laws of the Kingdom.
- 1.12.5 The period of two (2) weeks given in Clauses 1.12.3 and 1.12.4 herein is in addition to the time taken for the parties to meet as set out in Clause 1.12.1 hereof.
- 1.12.6 A request for resolution by CITC should be made in writing to:  
His Excellency the Governor of Communications and Information Technology Communications and Information Technology Commission  
P.O. Box 75606  
Riyadh 11588
- 1.12.7 Either Party may, by written notice to the other party, refer the Dispute to compulsory arbitration, by an arbitrator or arbitrators as set out in Clause 1.12.8, in accordance with the laws in the Kingdom, if:
  - a) a General Dispute remains unresolved sixty (60) Business Days upon the referral of the Dispute to the CITC; or





b) in any case in which the Regulator has chosen not to make a determination.

1.12.8 Depending on the nature of the subject matter, the arbitrator should be a professional complying with the requirements laid out below:

- a. a legal matter, an impartial practising lawyer(s) of not less than ten (10) years standing;
- b. an accounting matter, an impartial practising-chartered accountant(s) of not less than ten (10) years standing;
- c. a technical matter, an impartial telecommunications expert of not less than ten (10) years standing;
- d. any other matter, an independent person(s) agreed upon between the parties;

1.12.9 If the parties fail to agree on an arbitrator within ten (10) Business Days after the arbitration has been demanded, the arbitrator shall be nominated at the request of either of the parties by the CITC;

1.12.10 The arbitration shall be held immediately and with a view to its being completed within fifteen (15) Business Days after it is demanded.

1.12.11 The decision of the arbitrators in any arbitration arising under clause 1.12.10 is final and binding.



## 1.13 Force majeure, waiver and assignment

### 1.13.1 Force majeure

- a) Neither Party shall be liable to the other Party for any delay in or failure to fulfil its obligation under this Agreement caused by a Force Majeure Event. Insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, act of any Government or other Authority, compliance with law, regulations or demands of any Government or Governmental agency, industrial disputes of any kind (whether or not involving either Dawiyat or the Other Licensed Operator's employees), fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensed Operator is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- b) The Party, initially affected by a Force Majeure Event, shall promptly notify the other Party of the circumstances in question and their effect on the Affected Party's ability to comply with obligations under this Agreement, and the estimated extent and duration of its inability to perform or delay in fulfilling its obligations ("Force Majeure Event Notification").
- c) Upon cessations of the service effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other of such cessation.
- d) If as a result of a Force Majeure Event, the ability of the Licensed Operator, initially affected, to perform its obligations under this Agreement is affected, such Licensed Operator shall, subject to the provisions of Clause 1.13.1 Provision (g), perform those of its obligations not affected by a Force Majeure Event. In performing those of its obligations not affected by a Force Majeure Event, the Party initially affected by a Force Majeure Event shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the Other Licensed Operator.
- e) Each Party shall use its best endeavours to a reasonable extent i) to avoid or remove the circumstances constituting Force Majeure, and ii) to mitigate the effect of the Force Majeure as and when it exists.
- f) To the extent that a Licensed Operator loses its ability, due to a Force Majeure Event, to provide the services or facilities under this Agreement, the other Licensed Operator shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.



- g) Following a Force Majeure Event Notification and if the effects of such Force Majeure Event continue for:
- i. a continuous period of not more than six (6) months from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 1.13.1 provision (c) any obligation outstanding shall be fulfilled by the Licensed Operator initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Licensed Operator;
  - ii. a continuous period of six (6) months or more from the date of the Force Majeure Event Notification and notice of cessation has not been given pursuant to clause 1.14.1 provision (c), the Licensed Operator receiving the Force Majeure Event Notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Business Days written notice to the other Licensed Operator, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Licensed Operator receiving the force majeure notification prior to the expiry of the thirty (30) Business days' notice. If this Agreement is not terminated in accordance with the provisions of this clause i, any obligations outstanding shall be fulfilled by the Licensed Operator initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.



### 1.13.2 Waiver

- a) The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the License Operator making the waiver.

### 1.13.3 Assignment

- a) Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- b) The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Agreement.

## 1.14 Authorized representatives and notices

### 1.14.1 A notice shall be duly served if:

- a) Sent by email, upon reception of delivery notice;
- b) delivered by hand, and exchanged for a signed receipt, at the time of actual delivery;
- c) sent by facsimile, upon its receipt being confirmed in the first instance by phone between nominated persons and followed in writing;
- d) sent by recorded delivery post, two (2) Business Days after the day of posting.



1.14.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent to the Contact Points agreed between both parties.

### **1.15 Severability**

1.15.1 The invalidity, unenforceability of any provision in the Wholesale Services Agreement shall not affect the validity or enforceability of the remaining provisions.

### **1.16 Amendments**

1.16.1 Amendments and supplements to this RO, including its Annexes and Appendices, shall be issued with not less than twenty-eight (28) days notices subject to the approval of the CITC.

### **1.17 Governing law and jurisdiction**

1.17.1 The interpretation, validity and performance of this RO shall be governed in all respects by the laws of the Kingdom of Saudi Arabia. Dawiyat and the Other Licensed Operators submit to the exclusive jurisdiction of the Courts of the Kingdom of Saudi Arabia.



## SECTION (2) SERVICE DESCRIPTION



## 2. Scope of Work

This section might be updated whenever a change occurs relative to the interaction between Dawiyat and OLOs, whether it is technical, commercial or operational.

Dawiyat intends to build and deploy passive and active network infrastructure within the agreed Service Territory which will enable Dawiyat to offer Wholesale Telecom Service(s) to OLOs.

The purpose of this section is to define the commercial service(s) to be provided by Dawiyat to all OLOs within Service Territory, also to elaborate on interconnection setup between Dawiyat and the OLOs in the kingdom.

For that purpose, Dawiyat Intends to:

- a) Build inter-provider backhaul interconnection with licensed OLOs in KSA.
- b) Build a new catalogue of Wholesale Telecom Service for OLOs to help them offer their retail telecom services to their customers within Service Territory.
- c) Define all necessary processes and procedures for Dawiyat Wholesale Telecom Service including Fulfilment, Assurance and Billing.

## 3. Service Territory

Means the named five (5) MODON industrial cities covered by Dawiyat Fiber infrastructure in accordance with the agreement signed between Dawiyat and Ministry of Communication and Information Technology “MCIT” where Dawiyat is providing Wholesale Telecom Services to enable OLOs to provide retail telecom services to the tenants within these cities.

MODON industrial cities are listed as the following:

- 1- DAMMAM3
- 2- JEDDAH2
- 3- JEDDAH3
- 4- SUDAIR
- 5- ALKHARJ



## 4. Dawiyat Services

### 4.1 Services Overview

Dawiyat Wholesale Telecom Services covers both active and passive telecom services including Wholesale Fiber Access and Towers Site Sharing services.

Dawiyat Wholesale Telecom Services is covering mainly active access “end-to-end L2 connectivity service” connecting Service Territory tenants and passive access “Tower Site Sharing” with the OLO over Dawiyat agreed Point of Interconnection “Pol” thorough Dawiyat Backhauling.

### 4.2 Passive Access - Tower Site Sharing Service

In this Reference Offer Dawiyat passive service will be limited to provide tower site sharing to all OLOs subject to availability including access to the tower space, ground space, excluding power and connectivity.

- 4.2.1 Wholesale passive access is based on renting network physical infrastructure like Towers, ducts or dark Fiber.
- 4.2.2 MODON shall be responsible for
  - i. Providing sufficient land space, power and access to Dawiyat.
  - ii. Providing sufficient power connection to each OLO shelter.
- 4.2.3 Dawiyat shall provide all details related to the locations of the Towers sites within Service Territory to all OLOs.
- 4.2.4 For backhauling requirements, OLOs shall purchase from Dawiyat Wholesale Fiber Access Service from the Tower site to the agreed Point of Interconnection between Dawiyat and the OLOs.
- 4.2.5 Tower Backhaul charges shall follow the same Wholesale Fiber Access Service charges listed in Price Annex (D)
- 4.2.6 OLOs equipment shall be placed on its own shelter within the ground space granted by MODON to Dawiyat at each Tower site.
- 4.2.7 Dawiyat shall allow each OLO to connect the grounding point of each OLO shelter to the grounding point of the site.
- 4.2.8 OLOs shall be responsible for all cost related to installation, operation and maintenance of all elements including antennas, active components and any other additional platforms installation on monopoles.





### 4.3 Active Access - Wholesale Fiber Access Service

- 4.3.1 Dawiyat Wholesale Fiber Access Service offers an end-to-end dedicated L2 connectivity between OLOs and its end customer location within Service Territory over Dawiyat Fiber network. The line is dedicated and can carry both voice and data information simultaneously.
- 4.3.2 The end-to-end service is made up of three main components as the following:
  - a) L2 Last Mile Access to all tenants and Towers within Service Territory.
  - b) A 1Gbps free of charge Backhauling capacity between Dawiyat and OLOs, where OLOs should be committed to offer their respective telecom services to MODON Industrial cities tenants. Additional capacities above initial 1Gbps line shall be charged based on agreed tariffs between Dawiyat and OLOs in accordance with the market wholesale service reference. Traffic will be transported through this backhaul across the Dawiyat core network.
  - c) Point of Interconnection (PoI) between Dawiyat and OLOs network at L2 layer in the agreed interconnection points between parties. The location and setup of interconnection shall be agreed in a separate agreement between the both parties, this setup should guarantee seamless data throughput over Dawiyat network from the customer location within MODON named industrial cities (Service Territory) and OLOs point of interconnection.
- 4.3.3 Dawiyat Wholesale Access Service allows OLOs to offer their subscribers a range of bandwidth options starting from 20Mbps up to 1000Mbps.
- 4.3.4 Dawiyat Wholesale Fiber Access Service shall be only applicable for OLOs customers within Service Territory and cannot be offered to other customers outside.

- 4.3.5 Dawiyat will provide full technical specifications and requirements for the Dawiyat Point of Interconnection “PoI” and backhauling capacity with OLOs which will be furnished upon OLO request for retail services within Service Territory under Network Interconnection Agreement between both parties.
- 4.3.6 Dawiyat demarcation point at each customer location or Tower within the Service Territory is limited to Dawiyat CPE.
- 4.3.7 Dawiyat shall not be responsible for any customer equipment required to operate OLO services at customer premise.
- 4.3.8 Dawiyat shall not be responsible for any customer equipment procurement, installation, operation or maintenance, as this equipment fall under the shared responsibility between customer and OLO as a retail service provider.

## 5. Technical Setup

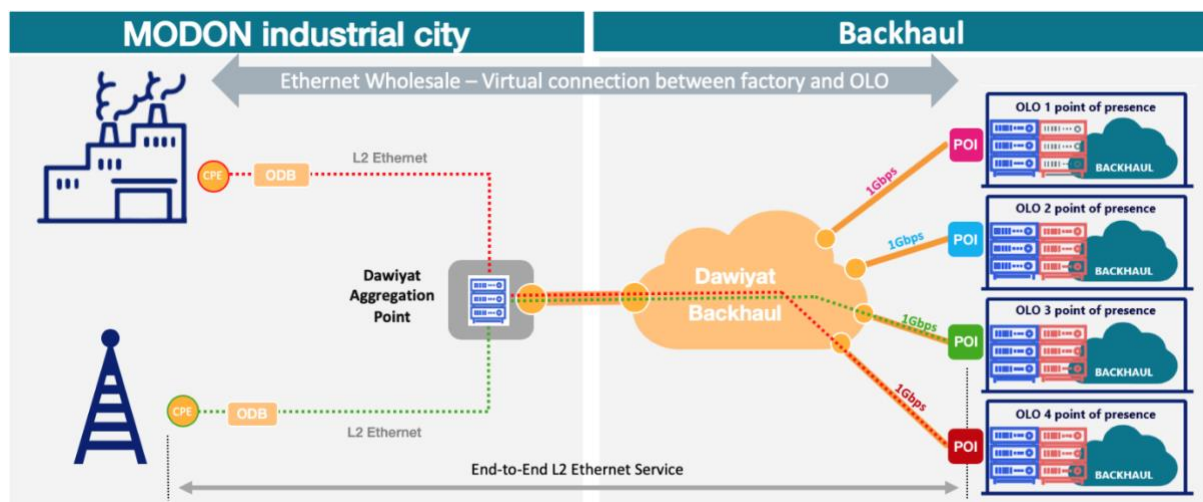


Figure 1. Industrial City setup



## 6. Operational Processes

### 6.1 Service Order

- 6.1.1 The OLO submits to Dawiyat Orders through a “Service Order Form” concerning Wholesales Fiber Access Service.
- 6.1.2 Orders shall be in writing and be signed by authorised staff of the OLO. The OLO e-mails and faxes the order to the designated Dawiyat contact point.
- 6.1.3 Orders may be deemed to be non-standard when a significant and demonstrable impediment exists in Dawiyat, the effect of which is to prevent timely delivery of the ordered services.
- 6.1.4 Dawiyat shall as soon as possible after receiving the Service Order Form send an order acknowledgement that Dawiyat has received the Order.
- 6.1.5 An Order shall, to be deemed valid, include all of the information, which is needed, as per the template form included in Annex B.
- 6.1.6 Where clarification is required for an Order, Dawiyat will discuss the same with the OLO before the Order is placed. Dawiyat will contact the designated OLO contact as detailed in the Order.
- 6.1.7 Dawiyat shall, subsequent to receipt of an Order, assess it and notify the OLO of acknowledgement either:
  - a) The Order has been provisionally accepted on a non-binding basis, subject to the satisfactory completion of a feasibility study.
  - b) The Order has been rejected, in which case Dawiyat will provide the reasons for such rejection to the OLO.
- 6.1.8 Dawiyat will endeavour to complete any required feasibility study.
- 6.1.9 The Parties may jointly agree in writing to handle changes and cancellations of orders as is suitable on a case by case basis involving both Parties best efforts to solve the mutual problem that changes, and cancellations incur. If the Parties cannot find a mutual solution, a change of an order shall be deemed to be an order cancellation followed by a new order.

### 6.2 Request Management

- 6.2.1 Dawiyat shall as soon as possible and, after receiving the Request send a Request Acknowledgement that Dawiyat has received the Request.
- 6.2.2 A Request shall consist of all the information according to the OLO’s reasonable judgment that is needed for Dawiyat to process the request. If as per reasonable judgment of Dawiyat further information is required, Dawiyat shall specify such information to the OLO as soon as reasonably possible following receipt of the Request by Dawiyat.



6.2.3 Where clarification is required for a Request, Dawiyat will discuss the same with the OLO before the Request is placed. Dawiyat will contact the designated OLO contact as detailed in the Request.

### 6.3 Service Provisioning

6.3.1 The provisioning of Dawiyat Wholesale Fiber Access Service includes the installation and testing of its equipment in OLO's PoP, implementation of necessary access network elements and the commissioning of the Service.

6.3.2 The OLO shall make a Wholesale Fiber Access Service order for the provision of the service, aligned with Dawiyat order form.

6.3.3 Dawiyat shall send the OLO an acknowledgement of receipt of the Service Order by mail within two (2) Business Days following its receipt.

6.3.4 Dawiyat may reject a Service Order if it:

- a) is incomplete or incorrect or illegible or cannot reasonably be understood;
- b) is not submitted in accordance with the order format set out in Annex B (Order Form).
- c) has any other defect notified by Dawiyat to the Other Licensed Operator at the time of rejection.

6.3.5 Subsequent to the acknowledgement of the order, Dawiyat shall determine the feasibility of the provision of the Access Service and inform the OLO about whether the order is deliverable by Dawiyat, within two (2) Business Days after order acknowledgement. This step may include a site survey, where appropriate. At the end of this step, the possible responses are as follows:

- a) The order is determined to be accepted.
- b) The order is determined to need additional charges, in which case both parties will initiate a negotiation to reach an agreement on the amount of these additional construction charges
- c) The order is rejected. The rejected order will be returned to the OLO stating the reason(s) for rejection.

6.3.6 Dawiyat shall exercise its best efforts, to a reasonable extent, to deliver the service within ten (10) business days from order acceptance date.



- 6.3.7 Dawiyat will complete the installation of access service connection and notify the OLO of the completion (Delivery Notification). An order is considered as completed on dispatch of Delivery Notification (DN) and working service by the OLO. The OLO has two (2) Business Days to accept the circuit as completed as specified. If the OLO does not accept the circuit because it is faulty, the “clock” starts again until such time as the circuit is accepted. If the OLO does not inform Dawiyat of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the OLO.
- 6.3.8 Subsequent to the completion of the service delivery, the OLO will be sent a notification on the completion of the delivery.
- 6.3.9 If at any stage in the process of provisioning of the Service, an OLO withdraws its application for such Service, the OLO will be charged the full installation charge for the Service originally ordered and/or additionally approved by the OLO later during the provisioning process.

## 6.4 Delivery

- 6.4.1 This Clause is applicable to Accepted Orders.
- 6.4.2 Dawiyat shall use all reasonable endeavours to deliver the service to OLO. If Dawiyat after thirty (30) Business Days still is not in a position to deliver the requested service to the OLO, Dawiyat shall notify the OLO about the reasons why an Order is not yet delivered and also specify a delivery date using its best judgment.
- 6.4.3 If a delay according to Dawiyat is partly or totally dependent on actions taken or not taken by the OLO (OLO Delay), Dawiyat shall notify the OLO's designated contact. The OLO Delay is defined as any delay caused by circumstances arising when the OLO lack of readiness affects progress on provisioning or repair.
- 6.4.4 Dawiyat shall, when a Service is delivered and if tested as agreed, notify the OLO that the delivery is completed. Such notification of delivery shall be executed by e-mail to the OLO's designated contact for the notification of delivery and shall contain but is not limited to the following information:
- a) Service Name
  - b) Circuit ID
  - c) Activation Date
  - d) Dawiyat Contact Details



6.4.5 If the OLO finds that the Delivery is not completed properly, it must notify Dawiyat within three (3) Business Days after the service delivery date. Such notification shall be sent by e-mail and shall consist of the following information:

- a) Service Name
- b) Circuit ID
- c) Delivery Date
- d) Contact information of persons connected to the Delivery
- e) Brief about the problem.

6.4.6 If such Notification of non-compliance of Delivery is not sent to Dawiyat within the timeframe given in Clause 6.4.5 above, the delivery shall be deemed completed.

6.4.7 Dawiyat shall upon receiving OLO's notification of non-compliance of delivery immediately take all necessary actions to correct the Delivery within seven (7) Business Days or within such other period as may be agreed between the Parties in writing.

## 6.5 Forecasts

6.5.1 Forecasts are essential for, including but not limited to, the planning and dimensioning of the Dawiyat network capacity and service readiness, the deployment and rollout of network facilities, and connecting and disconnecting end-users of the OLO.

6.5.2 The Forecasts shall be provided in good faith and based on reasonable and achievable numbers by the OLO.

6.5.3 Dawiyat, at its sole discretion, may at any time in writing waive the Forecast Clause, or part of it, during the Agreement term. Dawiyat can also rescind waiver by informing the OLO in writing.

6.5.4 Forecasts shall be provided on a rolling basis for a period of twelve (12) months covering one (1) calendar year, delivered to Dawiyat 10 Business Days before the start of each quarter. The quarterly dates are 1st January 1st April 1st July and 1st October in each calendar year.

6.5.5 Dawiyat requires OLOs to provide forecasts of the following measures:

- a) Total Number of wholesales Fiber access lines
- b) Number of wholesales Fiber access lines – 20 Mbps
- c) Number of wholesales Fiber access lines – 50 Mbps



- d) Number of wholesales Fiber access lines – 100 Mbps
- e) Number of wholesales Fiber access lines – 200 Mbps
- f) Number of wholesales Fiber access lines – 500 Mbps
- g) Number of wholesales Fiber access lines – 1000 Mbps

- 6.5.6 In the event that the OLO does not provide forecasts or is believed not to provide forecasts in good faith, Dawiyat has the right to initiate a Dispute and amend the forecast in the interim until the Dispute is resolved.
- 6.5.7 Forecasts shall be given in terms of the number of the Wholesale Access Lines per speed per Industrial City, in accordance with the template provided by each OLO in Annex C (Forecast Form)
- 6.5.8 Increases in orders for the next quarter shall be subject to availability of equipment and resources. Dawiyat can offer no guarantees that such increases can be satisfied.
- 6.5.9 Decreases in orders for the next quarter shall be accepted subject to charges being levied by Dawiyat on the Licensee for any costs reasonably and necessarily incurred as a result of planning for and potentially purchasing of relevant equipment that cannot be reasonably used elsewhere in Dawiyat network.
- 6.5.10 If the OLO's actual forecasted numbers exceed the Forecast by 20% at any time, Dawiyat shall not be bound by the SLAs defined in this document.
- 6.5.11 The OLO shall commit to 75% of the forecasted numbers per month in the second quarter of the respective forecast ("Committed Forecast").
- 6.5.12 As example: Ten Business Days before the start of 1st January, the OLO provides a forecast broken down per month covering 1st January to 31st December. The OLO commits to 75% of the numbers forecasted for April, May and June (i.e. the Committed Forecast). If the actuals of the OLO in April, May and June do not reach 75%, Dawiyat has the right, at its own discretion, to invoice the OLO for 75% of the Committed Forecast for April, May and June.
- 6.5.13 Dawiyat will review the OLO's forecast on a monthly basis. If the ordering profile significantly deviates from the agreed forecast tolerances as stated in Clauses 3.5.10 and 3.5.11 above, Dawiyat reserves the right to request a re-forecast.





## 7. Billing and payment

### 7.1 Billing process

- 7.1.1 Monthly Recurring Charges (MRC) will be invoiced in a monthly basis in advance of the provision of the service. The commencement date of charging for the Monthly Recurring Service will be from the moment of handover of the service.
- 7.1.2 Dawiyat shall bill the Other Licensed Operator in accordance with the charges presented in the service order form and billing shall conform to the terms and conditions provided in this Section 7.0.
- 7.1.3 All charges presented in the service order form are exclusive of government taxes and surcharges unless otherwise indicated.

### 7.2 Invoices

- 7.2.1 At the beginning of each month Dawiyat will submit to the Other Licensed Operator invoices for charges for Services according to the prices stated in the service order form in accordance with ANNEX (D).
- 7.2.2 Monthly invoices will only include the amounts related with MRCs. NRCs will be invoiced separately upon provision.
- 7.2.3 Unless mutually agreed otherwise, Dawiyat will deliver two (2) copies of any invoice, covered in this Agreement, to the OLO. The OLO, on receiving the invoice, will sign and date one of the aforementioned copies as proof of delivery, which will be returned to Dawiyat.
- 7.2.4 All charges payable under the Agreement will be calculated in accordance with Section 7.2 and at the rates specified in the service order form, and the Agreement as appropriate, as amended from time to time. Invoices raised pursuant to the Agreement will be paid in accordance with Clause 7.3 below.
- 7.2.5 For the avoidance of doubt, an invoice (including an invoice based on estimated information) will be dated as of the date of dispatch of that invoice (the "Issue Date") and will be due for payment thirty (30) Calendar Days later (the "Due Date").

### 7.3 Payment process

- 7.3.1 All charges due to the billing party by the billed party will be payable by the Due Date, which is within thirty (30) Calendar Days after the issuance of the invoice.
- 7.3.2 Any payments under this Agreement will be made in Saudi Arabian Riyals and will be made by bank transfer on the bank accounts mentioned in the Invoice. Any existing payment costs shall be borne by the OLO.





- 7.3.3 If, pursuant to a dispute between the Parties, the billed party has notified the billing party of a dispute relating to such invoice and such dispute has not been resolved before the Due Date, and if the amount in dispute represents less than three percent (3%) of the total amount for the specific service type (excluding Government Royalties and Fees), of the relevant invoice, or a monetary value of SAR 40,000, the whole amount will be due and payable on the Due Date.
- 7.3.4 If, pursuant to a dispute between the Licensees, the billed party has notified the billing party of a dispute relating to such invoice and such dispute has not been resolved before the Due Date, and if the amount in dispute is equal to or more than three percent (3%) of the total amount for the specific service type (excluding Government Royalties and Fees), of the relevant invoice, or a monetary value of SAR 40,000, the whole amount, less the disputed amount, will be due and payable on the Due Date. Notwithstanding notification of a dispute, if the billed party overpays any amount the overpayment amount will be repaid by the billing party to the billed party. Payment will be made within thirty (30) Calendar Days from the date of agreement that an overpayment has been made.
- 7.3.5 Notwithstanding notification of a dispute, if the OLO fails to pay on the Due Date any amount due under the Wholesale Agreement then Dawiyat reserves the right to suspend new orders and also take any necessary action for the suspension of existing services. In case of the suspension of the existing services or facility, Dawiyat shall notify in writing, thirty (30) Calendar Days in advance both the OLO and the CITC.
- 7.3.6 Relevant Government Royalties and Fees as applicable will be added to all or any part of the charges in the service order form and will be paid by the Party responsible for making such payment.

## **7.4 Reconciliation procedure**

- 7.4.1 During a Billing Reconciliation Process, Licensed Operators shall work together in good faith, taking more frequent measurements and exchanging detailed information if necessary.
- 7.4.2 The OLO and Dawiyat will agree that a discrepancy of up to three percent (3%) per Wholesale Access Service will be accepted. That is to say that where there is a discrepancy between the invoice supplied by Dawiyat and the invoice expected by the OLO for any provided service, and the amount of the discrepancy is less than three percent (3%) or a monetary value of less than SAR 40,000 there will be no billing reconciliation procedure for that service. Otherwise, the discrepancy will be subject to the reconciliation procedure detailed below.



- 7.4.3 Where the OLO has notified Dawiyat, within three (3) weeks of receipt of the invoice, of a discrepancy between the Invoice issued by Dawiyat and the invoice expected by the OLO and such discrepancy is outside of the permitted tolerance as set out in clause 7.4.2 the procedure set out in Clauses 7.4.4 to 7.4.8 inclusive shall apply.
- 7.4.4 Dawiyat and the OLO will act in good faith to resolve the discrepancy in a timely manner.
- 7.4.5 Within seven (7) Calendar Days of the OLO notifying Dawiyat of an unacceptable discrepancy the OLO will supply to Dawiyat as much supporting information as possible that may justify the OLO's request for a dispute resolution.
- 7.4.6 Each party will review the data supplied by the other party in order to determine the source of the discrepancy in the Wholesale Access Services Invoice.
- 7.4.7 Having identified the source of the discrepancy and having taken suitable corrective action, Dawiyat will produce a new Invoice.
- 7.4.8 Notwithstanding the other provision of this subsection (Section 7.4 - Reconciliation Procedure) Dawiyat may decide not to participate in the reconciliation procedure by immediately adjusting its invoice for a Wholesale Access Services to be within the margin of the acceptable tolerance limits as set out in Clause 7.4.2.

## **7.5 Non-Recurring Charges "NRC"**

- 7.5.1 Relocation of Customer connection: Modification of the location of the customer connection, as requested by the OLO. A new location of the endpoint could be either in the same building or another building. Relocation is only allowed within the same industrial city, relocating customer connection from industrial city to another industrial city is not allowed.
- 7.5.2 Bandwidth modification: Change in the bandwidth of the connection (e.g. from 50 Mbps to 100 Mbps).
- 7.5.3 Cancellation: Cancellation fees of the provision of a customer connection.
- 7.5.4 Additional Charges: based on the survey results Dawiyat might determine a need for additional charges to connect Off-Net customer site.

## **7.6 Monthly Recurring Charges "MRC"**

- 7.6.1 Customer connection monthly Fee: Monthly charges for any given customer connection based on the selected bandwidth.



## 8. General Terms

### 8.1 Service Provisioning

- 8.1.1 The Service shall be subject to technical feasibility.
- 8.1.2 Dawiyat shall offer the Service to only those Licensed Operators who have paid in full their outstanding balance for Services acquired from Dawiyat.
- 8.1.3 Dawiyat shall remain the owner of the access service.
- 8.1.4 Dawiyat will be responsible to maintain the access service.
- 8.1.5 Upon reception of an order, Dawiyat will check the technical feasibility to provide the access service to the OLO.
- 8.1.6 OLO will pay one bundled price for end-to-end complete access service from Dawiyat Point of interconnection to OLO's customer within industrial cities within the same city.

### 8.2 Equipment

- 8.2.1 Any OLO equipment connected to the Service must not harm Dawiyat network, the Service or another customer's network or equipment and must be:
  - a) connected and used in line with any relevant instructions provided by the manufacturer or Dawiyat; and
  - b) connected and used in line with any relevant laws or regulatory requirements, including any legal requirements imposed upon the parties including requirements arising from the regulatory document "Equipment Approval and Licensing", published by CITC; and
  - c) technically compatible with the Service and connected and used in line with any relevant standards in the order of precedence set out below:
    - i. any legal requirements imposed upon the parties including requirements arising from the regulatory document "Equipment Approval and Licensing", published by CITC; and
    - ii. any relevant recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.



- 8.2.2 The Other Licensed Operator agrees to connect equipment to the Service utilising the Dawiyat Patch Panel provided by Dawiyat with the Service.
- 8.2.3 Upon becoming aware that the equipment does not meet the relevant instructions, standards or laws, the OLO must immediately disconnect it or Dawiyat will do so, at the OLO's expense. If the OLO asks Dawiyat to test the equipment to make sure that it meets the relevant instructions, standards or laws, the OLO agrees to pay Dawiyat any time related charges set out in the Service Order Form.
- 8.2.4 Dawiyat will not be liable for failure to meet any service level or other obligations under this Contract to the extent that the failure is caused by equipment found to be connected otherwise than in accordance with this clause.
- 8.2.5 Customer Equipment will remain the property of the OLO at all times.
- 8.2.6 The OLO agrees to take reasonable steps to provide access to the OLO's Site and, where Service is to be delivered to an End User Site, to ensure that the End User provides Dawiyat with access to the End User Site including for the purpose of installation and use of the Dawiyat Fiber at the OLO's Site and at the End User Site.
- 8.2.7 Dawiyat agrees to comply with (and shall procure that its employees, agents, subcontractors and officers shall comply) the OLO's reasonable Site safety requirements and if Service is delivered to an End User Site, the End User's reasonable Site safety and security requirements made known and brought to the attention of the Dawiyat personnel at the Site.
- 8.2.8 The Other Licensed Operator agrees to provide a suitable and safe working environment for Dawiyat at the OLO's Site and, if Service is delivered to an End User Site, will take reasonable steps to ensure that the End User provides a suitable and safe working environment for Dawiyat at the End User's Site.
- 8.2.9 Where, in providing, maintaining or repairing the Service, Dawiyat causes damage to equipment to the Other Licensed Operator or the End User for use in connection with the Services, Dawiyat shall be responsible for the cost of repairing or, if beyond repair, replacing the relevant equipment (fair wear and tear excepted). Dawiyat shall not tamper or interfere with any OLO equipment save to the extent it is necessary to provide, repair or maintain the Service. Dawiyat shall have no liability to the OLO in respect of decorator's work or any making good whatsoever, except to the extent that property damage is caused by Dawiyat negligence. The liability limits detailed in Clause 1.7.2 will apply to this clause.



### 8.3 Contract Terms and Termination

- 8.3.1 The minimum Contract Term for Wholesale Fiber Access Service shall be twelve (12) months commencing on the Commencement Date of Charging.
- 8.3.2 After the expiry of the minimum Contract Term the service shall automatically renew on month by month basis unless terminated by either party.
- 8.3.3 Each additional Wholesale Fiber Access Service connection shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 8.3.4 In the event that the termination of Wholesale Fiber Access Service is required, the Other Licensed Operator shall give Dawiyat, in writing, at least sixty (60) Business Days-notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in clause 8.3.1 above
- 8.3.5 If either Licensed Operator wishes to terminate the contract after completion of the minimum Contract Term, it shall inform the other Licensed Operator, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract.
- 8.3.6 Dawiyat has the right to terminate the Service with immediate effect in case the OLO is in breach of its obligations under the agreement between both parties.
- 8.3.7 Termination of the Service by the OLO before the expiration of the Contract Term is subject to early Termination Fees equal to the charges of the remaining period of the minimum Contract Term.

### 8.4 Cancellation

- 8.4.1 Cancellation of orders prior delivery is subject to charges. If the Parties have not agreed otherwise or cancellation fees are not specified, the cancellation fee shall be 25% of the value of the order. The value of the order is calculated as the sum of the first 12 months payment(s) and the installation charges.
- 8.4.2 If the Order delivery extends beyond thirty (30) Business Days from the order acceptance date, the OLO has the right of cancelling the order without payment of any charges, costs or penalties.

### 8.5 OLO responsibility

- 8.5.1 The OLO shall order the Service in accordance with the order form set out in Annex B (Order Form).



- 8.5.2 An on-site contact shall be assigned by the OLO to help Dawiyat organise access to OLO's and its Customers sites to conduct feasibility study.
- 8.5.3 If an on-site visit is delayed due to OLO's on-site contact not being able to provide Dawiyat team with required information and Dawiyat indicates an action outstanding on the OLO's side, then it becomes OLO's responsibility to handle the outstanding action and notify Dawiyat for the reschedule of on-site visit.
- 8.5.4 The OLO is responsible for making sure that OLO and building managers grant their permission for Dawiyat equipment to be on their property and for Dawiyat access to its equipment when required for maintenance and fault repair in line with the contractual service level agreements.
- 8.5.5 Similar to (8.5.4) if it is required to perform build works within the OLO's end customer's curtilage, then it will be the OLO's responsibility to make sure that the necessary permissions have been secured for Dawiyat team to undertake the work.
- 8.5.6 It is OLO's responsibility to provide cords with suitable connectors from Dawiyat terminating patch panel into the OLO's optical transmission equipment.
- 8.5.7 The OLO shall ensure that its sites comply with the site safety and security requirements.
- 8.5.8 The OLO shall ensure its equipment connected to Service complies with the requirements, set out in clause 8.2.
- 8.5.9 The OLO shall pay Dawiyat the charges specified in Service Order Form as per the billing and payment procedures described in Section 7.0.



## 8.6 Sub Leasing

- 8.6.1 The OLO shall not sub lease the space or its equipment in Dawiyat facilities, if any, to any other party nor install a third-party equipment at Dawiyat facilities.
- 8.6.2 Subleasing or installing the equipment of any other third party will be considered as breach to this Agreement.

## 8.7 Interference

- 8.7.1 Each Licensed Operator shall ensure that its equipment does not cause any interference to the other Licensed Operator's equipment, plant, facilities, Networks and the equipment of other occupying Operators at Dawiyat nodes and does not pose an immediate risk of personal injury. In the event of any interference, the Licensed Operators shall take, in good faith, reasonable measures to resolve the problem promptly. Where the OLO equipment is causing interference and the interference cannot be resolved, the OLO shall remove the source of interference immediately.
- 8.7.2 If Dawiyat determines that the interference poses an immediate risk, it may withdraw physical access and at the OLO's cost and take any necessary measures to prevent such Risk. Otherwise, Dawiyat may provide the OLO with three (3) Business Days' notice to rectify the interference. After such time, if the interference continues, Dawiyat shall withdraw physical access and at the OLO's cost, take measures to prevent the interference.

## 9. Pricing

### 9.1 Service Prices

- 9.1.1 All applicable charges for the provision of Dawiyat services shall be provided in the Service Order Form in accordance with and in reference to ANNEX (D).

## 10. Service Levels

### 10.1 Service Availability

- a) Service availability is measured on annual basis, and is covering incidents under critical severity type only, major and minor incidents shall not fall under the compensation plan where the service is not in total loss.
- b) Service Availability =  $\text{Uptime} / (\text{Total Time} - \text{Excused Downtime}) \times 100$   
where:
- c) Uptime means the time (measured in hours) in any month during which the Service is able to be used by Customer as intended.





- d) Total Time means the time (measured in hours) in any month.
- e) Response Time defined as the time difference between the time the fault is reported and the time it is assigned to an appropriate individual for resolution.
- f) Time to Restore (TTR) The time elapsed between the time the fault report is accepted by Dawiyat and the time the Service is restored to a point where the customer can perform his job, even if through a work around or temporary fixes.

Service	Availability	Service Credit
Wholesale Fiber Access Service	97%	<ul style="list-style-type: none"> <li>Service credit shall be calculated on monthly basis based on 97% availability</li> <li>The total compensated service credit value shall not exceed by any means 10% of the monthly committed service value.</li> <li>For each 5% less availability for critical severity incidents only, Dawiyat will give extra 1 business days extension to the contract term.</li> </ul>

## 10.2 Round Trip Delay

Round trip delay should not exceed 25ms between Service Territory tenants and agreed "PoI" between Dawiyat Integrated and each OLO.

## 10.3 Packer Loss

The Packet loss service level for MODON tenants within Service Territory shall not exceed 0.2% for On-Net traffic from Customer location within industrial cities up to the agreed PoI between Dawiyat Integrated and each OLO.

## 10.4 Trouble Management

### 10.4.1 Fault Types

- i. Faults are assigned a priority (Type of Fault) based on criteria given in the table below.
- ii. The Type of Fault assigned to a Fault defines lead-time for the Fault management processes. The criteria for this determination are as follows:





Severity Type	Description	Criteria
Critical	Total Loss of Service	Problems that severely affect the service like complete outage and service unavailability
Non-Critical	Degraded Service	Minor problem that does not significantly affect service to customers.

## 10.5 Response & Restore Time

Severity Type	Response Time	Time To Restore (TTR)
Critical	2hrs	8hrs
Non-Critical	4hrs	48hrs

## 10.6 Reporting a Trouble

Troubles may be reported by Phone or/and Email to the following contact point:

Level 1	Mail	Phone
Business Support Center	DBS@Dawiyat.com.sa	920026362

- a) Any fault case referral should first be made by phone or/and Email
- b) After the customer fault is communicated to Dawiyat, the report and all significant findings and progress of fault restoration will be recorded on a trouble ticket.
- c) The relevant details provided shall be logged in to a Trouble Ticket system and a unique Trouble Ticket number will be provided.
- d) Such number must be given for any subsequent enquiries made by the Customer on the reported fault.
- e) the following information should be provided when requesting assistance:
  - i. Reference number "Service Account Number"
  - ii. A detailed description of the problem that has been observed and the fault type whether this is service affecting or non-service affecting fault



- iii. Details of the time the problem occurred, whether it is still in affect or is intermittent in nature
- iv. Contact name, telephone number, email and corresponding ticket number (if available)
- f) Notification will be automatically sent to the Customer via email after registering the call advising the Ticket ID and the assigned Fault Type.
- g) Customer must report all outages and/or service failures to Dawiyat Support Center.
- h) Dawiyat Support Centre shall be available on 24 x 7 x 365.

### 10.7 Trouble Resolution

The trouble reported will be investigated and a resolution to the problem found as quickly as possible. During the problem resolution feedback shall be given to the Customer at reasonable intervals.

- a) Dawiyat will first conduct a fault investigation via its Network Management System,
- b) Customer must provide the necessary information and cooperation required by Dawiyat to enable Dawiyat to diagnose and remedy the fault.
- c) Customer must provide timely and adequate arrangement for access to the necessary facilities, locations, and equipment if required.
- d) Dawiyat Support Centre will coordinate fault clearance effort, answering Customer queries, provide necessary progress updates and hand over the fully restored service to the Customer.
- e) The period of any fault commences from the time the Trouble Ticket is logged and confirmed by Dawiyat, until the time that Dawiyat notifies the customer that the fault is remedied.
- f) Accordingly, the time period of calculation of any applicable rebates shall begin from the time that the Trouble Ticket is actually logged by the customer and accepted by Dawiyat.

### 10.8 Escalation

If a trouble is not resolved within the timeframe defined resolution timetable above, escalation will be made internally, and additionally may be requested at any time by the customer.



Customer may escalate the matter to the defined management levels within Dawiyat.

	Recipient	Mail	Phone
Level 1 "Immediate"	Dawiyat Support Center	DBS@Dawiyat.com.sa	920026362
Level 2 "After 2 hours"	Front Desk	FrontDesk@Dawiyat.com.sa	011-4087777 ex. 25904
Level 3 "After 4 hours"	Jameel Ahmed	jahmed@Dawiyat.com.sa	0564710810
Level 4 "After 12 hours"	Abdullah Al-Sbiei	AHSbiei@dawiyat.com.sa	0599992555
Level 5 "After 24 hours"	Hussein BaHaidarah	HMBaHaidarah@Dawiyat.com.sa	0540541010

## 10.9 Trouble Completion

On completion approval will be sought from the OLO that the resolution has been successful.

Following the closure of the Trouble Ticket a Reason for Outage (RFO) will be sent for all outages within 5 business days from RFO date. The report shall contain the following information:

- Trouble ticket number
- Service Reference
- Root Cause
- Start Time
- End Time
- Reason for Outage
- Resolution

## 10.10 Fault Time Calculation

- Customers are compensated for service outages based on the annual total outage, excluding any "stopped clock" time.
- Once Dawiyat accept the incident, the Repair-Time Clock starts from the time that Dawiyat received the incident case from Customer.
- The following activities initiate a "Clock Stoppage" against the overall outage time:



- i. Time period between reaching out to the customer and the customer responding. The clock shall be resumed once the customer's response has been received.
- ii. Time period between requesting the customer to test that service has been restored and the customer providing a reply.
- iii. The clock shall be resumed upon the customer confirmation that fault is still present.
- iv. The elapsed time takes between Dawiyat and Customer to confirm that the fault is rectified.
- v. Any time elapsed during the resolution process not under reasonable control of Dawiyat, e.g. gaining permission for building access or earthworks.

### 10.11 Exemption from SLA

The service levels set out in this section shall not apply where the failure of the Service to meet the performance attributes results from:

- a) Incidents caused by Customers or any third-party including and not limited to:
  - i. Physical damage to, or tampering with, fiber or equipment.
  - ii. Failure to maintain an adequate environmental condition (power, cooling, etc) in the telecom room.
- b) SLA not applicable for scheduled changes and preventive maintenance
- c) Cyber Security Attacks
- d) Force Majeure.



# ANNEXES



## I. ANNEX (A) DEFINITIONS & GLOSSARY OF TERMS

Terms	Definitions
Dawiyat	Dawiyat Integrated
Wholesale Fiber Access Service	The services offered by Dawiyat within the Reference Wholesale Offer document.
Wholesale Telecom Services Agreement	The agreement signed between Dawiyat and the Other Licensed Operator under which Dawiyat provides Wholesale Services to the Other Licensed Operator.
Arbitration	Arbitration, a form of alternative dispute resolution, is a way to resolve disputes outside the courts. The dispute will be decided by one or more persons (the "arbitrators"), which is legally binding on both sides and enforceable in the courts.
Arbitrator	A person chosen to decide a dispute or settle differences, especially one formally empowered to examine the facts and decide the issue.
Associated Company	A company is associated with another company at a particular time if, at that time or at any other time within the preceding 12 months: <ul style="list-style-type: none"> <li>• One company has control of the other, or</li> <li>• Both companies are under the control of the same person or group of persons.</li> </ul>
Bank Guarantee	A bank guarantee is a guarantee from a lending institution ensuring the liabilities of a debtor will be met.
Billing Information	Information provided by the Billing party, as set out in this RO, in support of invoices issued by the Billing party to enable the billed party to validate the other's invoice.
Billing Period	The stated interval at which billing takes place under this RO.
Business Day	Any day other than a Friday, Saturday or Public Holidays in the Kingdom of Saudi Arabia.
Byte	A set of eight Bits that represent or store a single character.
Calendar Month	The inclusive period from the start of the first day of a given Hijra month to the end of the last day of the same.
CITC	See "Commission"
Commission	The Saudi Communications and Information Technology Commission (CITC).
Customer Delay	Any delay that is caused by the Other Licensed Operator not realising its responsibilities.
Customer Premises Equipment (CPE)	Customer-premises equipment is any terminal and associated equipment located at a subscriber's premises and connected with a carrier's telecommunication channel at the demarcation point.
Dawiyat Site	Any substation, data centre, telecommunication node belonging to Dawiyat.
Delivery Confirmation	A notification, sent by Dawiyat to the Other Licensed Operator, informing the latter of whether Target Delivery Date will be met or not.
Delivery Due Date	The date by which Dawiyat commits to providing a service to an OLO.
Delivery Notification	A notification, sent by Dawiyat to the Other Licensed Operator, informing the latter of delivery.
Disclosing Party	A Party disclosing information to the other Party under the Wholesale Services Agreement
Dispute	A disagreement between the two Parties pursuant to the Wholesale Services Agreement (excluding breaches).



Terms	Definitions
Downstream	Downstream refers to data sent from a network service provider to a customer.
DP (Demarcation Point)	The physical point at which the public network of a telecommunications company ends, and the private network of a customer begins.
Emergency Services	Emergency services are organizations which ensure public safety and health by addressing different emergencies.
Equipment Approval and Licensing	The regulatory document prepared by the Commission for the regulation of ICT equipment licensing, which is the reference for all Parties that manufacture, supply, sell or use those types of equipment in the Kingdom. The Commission has prepared the technical specifications of the equipment, which are considered the technical basis for approving and the licensing of ICT equipment. These technical specifications are binding on all Parties that manufacture, supply or sell those types of equipment in the Kingdom.
Ethernet Circuit	An Ethernet circuit is a dedicated cable that securely connects two points using the Ethernet technology
European Telecommunication Standard	European Telecommunications Standards refer to the standards published by European Telecommunications Standards Institute
Excused Outage	repairs, maintenance, servicing or upgrading of any equipment, software or facility forming part of Dawiyat Network, whether planned or required due to an emergency.
Fast Ethernet	Fast Ethernet is a collective term for a number of Ethernet standards that carry traffic at the nominal rate of 100 Mbit/s.
Feasibility Study	Feasibility study is an assessment of the practicality of a proposed project or system.
Footprint	Footprint refers to the physical space a computing device or equipment requires when being placed or deployed within a physical facility.
Force Majeure Event	Any event beyond the reasonable control of a Party, including act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omission of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
Giga Ethernet	In computer networking, Gigabit Ethernet is a term describing various technologies for transmitting Ethernet frames at a rate of a gigabit per second, as defined by the IEEE 802.3-2008 standard.
Hand-over Point	Hand-over point is a point in the telecom network of a Licensed Operator where traffic is transferred from one Licensed Operator to another.
Household	Individual residential dwelling unit which can be served with bitstream service.
Initial Survey	A preliminary survey of a facility to determine the potential of the facility to support a telecommunication service.
Intellectual Property Rights	A right that is had by a person or by a company to have exclusive rights to use its own plans, ideas, or other intangible assets without the worry of competition, at least for a specific period of time.
Issue Date	The date on which an invoice is dated and dispatched by Dawiyat.
ITU-T	The Telecommunications Standards Bureau of the International Telecommunication Union, the telecommunications agency of the United Nations, established to provide standardized communications procedures.



Terms	Definitions
Joint Technical and Commercial Committee	The committee established by Dawiyat and the OLO that meet regularly at a frequency to be agreed between Dawiyat and the OLO, monthly at minimum, in order to address the technical and commercial aspects of provision of Wholesale Services.
Kingdom	The Kingdom of Saudi Arabia.
KSA	See Kingdom.
Licensee	Any Person or Company granted a Licence to provide Telecommunications Services or operate a Telecommunications Network or both within the Kingdom of Saudi Arabia.
L2	Layer 2 Ethernet is a packet-based Computer Networking technology for Local Area Networks (LANs). It defines wiring and signalling for the physical layer, and packet formats and protocols for the media access control (MAC)/data link layer of the OSI Model.
National Grid	National Grid Network of Saudi Electric Company within the boundaries of the Kingdom of Saudi Arabia
Network	The Dawiyat Telecommunications Network or the Other Party's Telecommunications Network as the case may be and/or indicated by the context.
Non-Disclosure Agreement	The non-disclosure agreement signed between the Parties which is incorporated into this Agreement.
Ordinance of the CITC	The CITC Ordinance was issued pursuant to the Council of Ministers resolution No. (74), dated 05/03/1422H (corresponding to 27/05/2001), and it was amended pursuant to the Council of Ministers resolution No. (133), dated 21/05/1424H (corresponding to 21/07/2003).
Other Licensed Operator (OLO)	Any Party, other than Dawiyat, authorised by way of a Licence granted by the Commission to provide Telecommunications Services or operate a Telecommunications Network or both.
Outage	It is called "Outage" when a service cannot be used or accessed by an OLO.
Party / Parties	Licensed Operator(s) between whom Wholesale Agreement is signed.
Point of Handover	Physical interface between media gateways of the two Telecom companies.
Port	A specific place for being physically connected to some other device, usually with a socket and plug of some kind.
Qualifying Fault	A fault in telecommunications equipment of a Licensed Operator that causes interruptions to a telecommunication service provided to another service provider.
Receiving Licensed Operator	Licensed Operator that is provided with information by another Licensed Operator, pursuant to an Wholesale Service Agreement.
Regulations	Collectively, Telecommunications Act, Telecommunications Bylaw and the Ordinance of CITC
Resilience	Resilience is the ability to provide and maintain an acceptable level of service in the face of faults and challenges to normal operation.
Site Preparation	A set of works and activities to make a physical facility suitable for the provision of a telecommunications service.
Site Sharing	Sharing of telecom infrastructure among telecom service providers, including Towers, masts and antennas.
Standard hours	Anytime from 09:00 to 17:00 except Friday, Saturday and Public Holidays in the Kingdom of Saudi Arabia.
Target Delivery Date	The date by which Dawiyat commits to providing a service to an OLO.







Terms	Definitions
Third Party	Any relevant entity other than two Licensed Operators of an Wholesale Services Agreement
Tie Cable	A type of fastener, for holding items together, primarily electrical cables or wires.
Upstream	Upstream refers to data sent from a customer to a network service provider.
VLAN (Virtual Local Area Network)	A network that collects a set of network ports on a switching device into a single broadcast domain. VLANs are most often used over Ethernet networks.
Wayleave	A right of way, usually in the nature of an express easement and granted by deed or by reservation in consideration of a rent or other charge being exacted.



## II. ANNEX (B) SERVICE ORDER FORM

 				
MODON Service Order Form				
<input type="radio"/> New	<input type="radio"/> Upgrade	<input type="radio"/> Downgrade	<input type="radio"/> Relocate	<input type="radio"/> Terminate
OLO Name <input type="text"/>				
Customer Name <input type="text"/>		CR# <input type="text"/>		
Contact Name <input type="text"/>		Phone# <input type="text"/>	e-Mail <input type="text"/>	
Service Type	<input type="radio"/> Fiber Access			
Service Bandwidth	<input type="radio"/> 20 Mbps	<input type="radio"/> 50 Mbps	<input type="radio"/> 100 Mbps	<input type="radio"/> 200 Mbps
	<input type="radio"/> 500 Mbps	<input type="radio"/> 1000 Mbps		
City Name	Industrial City Name	Building Number	ODB Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
[below fields to be used in case of applying a modification on existing circuit]				
Service Account Number*	<input type="text"/>			
Service ID*	<input type="text"/>			
Comments	<input type="text"/>			
Contract Term	<input type="radio"/> 1 Year	<input type="radio"/> 2 Years	<input type="radio"/> 3 Years	<input type="radio"/> 5 Years
Service Charges				
NRC	MRC	TOTAL		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
OLO Authorized Person				
AP Name	AP Title	AP Mail	AP Phone Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<p style="text-align: right;">Signature: _____</p> <p style="text-align: right;">Date: _____</p>				



### III. ANNEX (C) FORECAST FORMS



## IV. ANNEX (D) SERVICE PRICES

Service	Bandwidth	MRC
L2 Connectivity*	20	2,438
	50	5,250
	100	9,000
	200	15,000
	500	27,000
	1,000	37,500
Tower Site Sharing	N/A	Free of Charge
*L2 connectivity Service charges shall be end-to-end charges covering the service from customer site within service territory to the PoI between Dawiyat Integrated and OLO.		



## V. ANNEX (E) NDA



### **"NON - DISCLOSURE AGREEMENT (NDA)"**

**THIS Non-Disclosure Agreement** is made and entered into effect as of the ..... day of ..... 201X ("Effective Date").

**By and between**

**DAWIYAT INTEGRATED TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY COMPANY**, a limited liability company registered in the Kingdom of Saudi Arabia as a wholly owned subsidiary of Saudi Electricity Company, with commercial registration No. 1010455797, having its principle office located on 8th Floor, Tower A2, Granada Business Park, P.O. Box 22955, Riyadh 11416, Kingdom of Saudi Arabia ("**Dawiyat Integrated**");

**And**

**Party B**, a Company incorporated under the laws of the Kingdom of Saudi Arabia, represented in signing this MOU by **Mr. XXXXXX** and with its address PO Box XXXX, Riyadh XXXXX, Kingdom of Saudi Arabia with a Certificate Registered Number (XXXXXXX), (**Referred to herein as "Party A"**).

Each hereinafter referred to individually as "**Party**" or collectively as "**Parties**".

#### **WITNESSETH**

**WHEREAS, DAWIYAT INTEGRATED** is a market leader in providing comprehensive telecommunication infrastructures and solutions, including the development, operation and maintenance of data centers, fiber optic networks and smart city capabilities, **and**;

**WHEREAS**, the Parties having mutual collaborations regarding the possibility of **DAWIYAT INTEGRATED** providing certain services and products in telecommunication market, **and**;

**WHEREAS**, the Parties for the above purpose will exchange and disclose to one another certain valuable Proprietary Information (as defined below) regarding the services, **and**;

**WHEREAS**, the Parties are seeking to set forth their understanding and agreements with respect to the non-disclosure, use and non-dissemination of such Proprietary Information;

**NOW THEREFORE, DAWIYAT INTEGRATED** and **<Party B>** hereby mutually agree as follows with respect to exchange of Proprietary Information, non-disclosure and non-dissemination:

#### **PROPRIETARY INFORMATION AND NON-DISCLOSURE**

1. Proprietary information shall be defined as all Information provided and/or disclosed from one Party to the other Party (including without limitation in writing, orally or electronically), in the course of the Parties' evaluation of the above purpose, whether before or after the Effective Date, including, but limited to, business plan, concept, data, know-how, feasibility studies, blueprints, proprietary software and/or hardware programs, contracts (including appendices and annexes), budgetary and financial engineering models, descriptions, drawings, business and financial information, customer lists, shareholders lists, clients lists and other information that is inherently or may be deemed as confidential or proprietary.

Orally disclosed information must be immediately identified as Proprietary Information at the time of disclosure and shall be reduced to written form within (7) days from the date of its disclosure.

Any reference herein or elsewhere to "Confidential Information" shall be deemed to be the same as "Proprietary Information".



2. Each Party agrees to preserve and protect such Proprietary Information from disclosure to any person or persons, other than its directors, officers, employees, representatives, consultants, counselors, personnel, subcontractors or agents with a need to know. In the event that such Proprietary Information needs to be discussed, distributed or republished to any third party other than those above mentioned, the receiving Party shall forthwith inform the disclosing Party of such disclosure and shall ensure that the third party is informed of terms of this Agreement and immediately is required to enter into a similar (non-disclosure) Agreement or sign a deed of adherence preserving the terms and conditions of this Agreement.

Each of the Parties shall procure that their respective directors, officers, employees, representatives, consultants, counselors, personnel, subcontractors and agents will comply with, and be subject to, the terms of this Agreement. Each Party agrees to be responsible for any breach of this Agreement by any of above said person(s) and/or entities. Notwithstanding the foregoing, neither Party shall be liable for the inadvertent disclosure of the Confidential Information by any such person, if the disclosure occurs notwithstanding each Party's use of reasonable measures to maintain the confidentiality of the Confidential Information.

3. The Parties agree that any Proprietary Information disclosed by one Party to the other Party or to any third party shall be used solely for the purpose set forth herein above.
4. It is further agreed that neither Party shall be liable for disclosure of any such Proprietary Information if the same:
  - a. is already in the public domain or later falls into the public domain through no act or omission on the parts of the receiving Party, its directors, officers, employees, representatives, consultants, counselors, personnel, subcontractors or agents; Or
  - b. was known to the receiving Party at the time of disclosure; Or
  - c. is disclosed with the prior written approval of the disclosing Party; Or
  - d. was orally communicated and identified as non-Proprietary Information when disclosed; Or
  - e. is rightfully obtained by any Party from a third party, provided that such third party is not known by the receiving Party to be bound by a confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another party; Or
  - f. is independently developed by the Party without access or reference to the Proprietary Information received under this Agreement.
5. If any proceedings are commenced or action taken which could result in one Party, its directors, officers, employees, representatives, consultants, counselors, personnel, subcontractors or agents becoming compelled to disclose any Confidential Information or if any competent judicial, governmental, supervisory or regulatory body or stock exchange requires such Party to disclose Confidential Information, such Party, if in the opinion of its counsel it is permitted by law to do so, will immediately notify the other Party of such proceedings, action or requirement in writing and keep the other Party fully and promptly informed of all matters and developments relating thereto. If those above mentioned persons are obliged to disclose Confidential Information to any third party, the relevant Party will disclose only to such third party the amount of information reasonably required to satisfy the obligation.
6. Proprietary Information shall not be copied or reproduced by the receiving Party without the express written permission of the disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose stated above. Upon expiration or termination of this Agreement, the receiving Party shall return to the disclosing Party all copies of such Proprietary Information or shall destroy them and certify in writing the



destruction process. One copy of such disclosed Proprietary Information may be retained by a Party in order to comply with any legal, regulatory or other compliance requirement to which such Party is subject.

#### MISCELLANEOUS TERMS

1. The term of this Agreement shall be twelve (12) **months**, commencing on the Effective Date set forth above unless the Parties enter into a formal written contract or agreement with respect to the subject matter herein, in which event this Agreement will lapse (without prejudice to then accrued liabilities). Either Party, upon thirty (30) days prior written notice to the other Party, may terminate this Agreement with respect to disclose made thereafter.

Termination shall not, however, affect Parties' obligations of non-disclosure contained herein with respect to Proprietary Information delivered hereunder or the terms of non-dissemination enumerated hereunder prior to termination. However, the obligations set herein shall survive for a period of (3) years after the termination or expiry of this Agreement.

2. The following designated representative of each Party is the only point for disclosing and/or receiving Proprietary Information exchanged between the Parties pursuant to this Agreement:

#### <Party B>

Name : Amjad Osama Arab  
Title : Vice President  
Commercial Business Unit  
Email : AOArab@dawiyat.com.sa  
Address : P.O. Box: (22955) Riyadh 11416  
Kingdom of Saudi Arabia

#### DAWIYAT INTEGRATED

Name :  
Title :  
Email :  
Address :

Any changes to these designees will be in writing to the addresses shown above or as may have been subsequently changed by notice in writing to the other Party.

3. Nothing in this Agreement shall be construed as granting any Party exclusivity rights, or as prohibiting either Party from engaging in business with any other person(s), firm(s), or entities regarding the subject matter of this Agreement.
4. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of another Party. This Agreement is not intended to be, nor shall be construed as it creates a joint venture, partnership, agency, offer(s) or accept(s), or other business organization, and no Party shall have the right or obligation to share any of the profits or bear any of the losses of the other Party under any contract or sub-contract performed in conjunction herewith.

Except for the matters set forth in this Agreement, no Party shall be committed or liable in any way with respect to the collaboration or the matters discussed unless and until a formal written contract or agreement with respect thereto is executed by appropriate



officers of each Party pursuant to due authorization, or subject to due ratification, if required.

Nothing contained in any discussions or negotiations among the Parties or in any disclosed materials shall be deemed to constitute a representation or warranty as to the accuracy or completeness of these Materials. Except for the matters expressly specified in this Agreement or in any later formal written contract, no Party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, or any custom, usage of trade, course of dealing or conduct

5. This Agreement shall not be construed in any manner to be an obligation to enter into sub-contract or contract or agreement or to result in any claim whatsoever by one Party against the other for reimbursement of costs for any effort expended.
6. This Agreement shall be interpreted according to the laws of Kingdom of Saudi Arabia. The Parties hereby agree to submit any dispute arising out of this Agreement and/or its effects to the exclusive jurisdiction of the courts in the Kingdom of Saudi Arabia.
7. This Agreement contains the entire understanding between the Parties relative to exchange of Proprietary Information between the Parties, and thus shall supersede all prior and collateral communications, reports, proposals, offers and understandings between the Parties. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.
8. The Parties hereby agree that it will not, without the prior written consent of the other Party (such consent not to be unreasonably withheld), issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangements, and until further arrangement concluded neither Party has the right to quote the other Party's identification or description in its business clients list.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in duplicate, intending each duplicate copy to serve as an original, as of the Effective Date set forth above.

**DAWIYAT INTEGRATED**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

**<Party B>**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_