



## Ooredoo Cloud Backup Terms and Conditions

### 1. The Service Description

These Terms and Conditions apply to Ooredoo's enterprise-grade cloud backup service (the "Service"). The Service allows Customer to securely back up business-critical data to the cloud without the need for additional hardware on site. The Service also includes application-aware agents deployed at Customer's sites with no additional hardware required. Once Customer is provisioned in the Cloud Backup Platform, a login and password will be shared to access a web-based control panel where Customer shall set up its backup policies. The Ooredoo Cloud Backup Control Panel delivers ongoing management and configuration of the Service.

The Service includes purpose-built backup platform which scale to handle Customer's required backup capacity of data in a single unified solution. The platform is monitored 24x7 from Ooredoo Qatar Data Center Network Operations Center.

The Service is an intelligent solution for both physical and virtual environments with application aware agents deployed to each server/desktop/laptop regardless of location backing up centrally to secure fault tolerant N+1 Ooredoo Qatar Data Centre.

### 2. Service Eligibility

The Service offering is limited to business customers incorporated in the State of Qatar and to Government units of the State of Qatar. This does not include natural persons or juristic persons incorporated outside the State of Qatar. A registered branch of a foreign company is eligible for the Service offering.

### 3. Service request

Customer's backup requirements will be assessed in a technical feasibility study by Ooredoo. As an outcome of the technical assessment, Ooredoo will propose the relevant Cloud Backup Service package or custom solution, as appropriate. The Service will be requested by the customer by filling the Service order form aka Ooredoo Cloud Backup order form ("order form"). This order form will highlight the Service package or solution chosen by the customer as a result of the feasibility study, as well as the add-on options mentioned in the order form. The order form will also mention the final price points that will be reported in the customer's invoice. In case the customer exceeds the monthly package usage, the out of bundle charges will be applied. Out of bundle charges will be mentioned in the order form as well.

### 4. Service Prerequisites

Eligible business customers should present a valid certificate of registration from the ministry of commerce along with a complete set of documentation enabling the business customer's representative to sign the Service order form on its behalf. Government units will only be required to provide a letter-headed stamped request.

In order to use the Service, it is the Customer's responsibility to enable the connectivity services to allow the end points (laptop, pc, servers, virtual machines) to initiate the backup and restore tasks. It is Customer's responsibility to make sure the end points perform properly.

### 5. Service Components

Once the customer profile is provisioned in the Service platform, Ooredoo will share the link of the web based control panel from which the customer will access through their credentials shared by Ooredoo by email (including the login and the password). It is the customer's responsibility the change their password once they are logged in.

The customer will be downloading the backup agent from the portal and responsible to set up their backup policies. Ooredoo support team can help the customer in this regard through the phone and email

In case the customer's requirements are to be addressed with a bespoke approach, an appliance might be installed and configured by Ooredoo's team to initiate the backup services.

### 6. Technical Support

Ooredoo delivers 24/7 technical support to the Customer. The Customer shall contact the technical support team via telephone or email mentioned below:

- Telephone: +974 4440 4750
- Email: qdcnoc@ooredoo.qa

All Customers' calls and alarms will be assigned a severity code by the NOC at the time the ticket is opened. The following tables defines all the severity codes and the response time:

#### Ooredoo Q.P.S.C.

Ooredoo Tower, 100 West Bay Center  
P.O. Box 217, Doha, Qatar | C.R. No. : 21183  
Tel No. : (+974) 4440 0400 | Fax No. : (+974) 4411 0389  
Company's Authorized Capital (QAR 5,000,000,000)  
Company's Issued & Paid Up Capital (QAR 3,203,200,000)  
[ooredoo.qa](http://ooredoo.qa)

أريد ش.م.ق.ع.  
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Category	Ooredoo Standard
Severity 1 - Critical	System failure or exception which prevents services being available
Severity 2 - Critical	System failure or exception which seriously impairs service performance
Severity 3 - Non Critical	Systems issues where the continued presence results in customer dissatisfaction. Normally requires assessment and possible maintenance but does not need urgent attention
Severity 4 - Minor Support Request	Any service request or variation from the contracted service

Support Response	SLA and Availability
Severity 1 - Critical	30 mins - 24/7/365
Severity 2 - Critical	60 mins - 24/7/365
Severity 3 - Non Critical	1 Business Day - 24/7/365
Severity 4 - Minor Support Request	2 Business Days - 24/7/365

## 7. License and ownership

Ooredoo owns all rights to the backup software and the design and functionality of Cloud Backup Control Panel pages. The Service only provides services for backup, restoration, and retention of data. The data that Customer stores using the Service belongs to the Customer alone. If Ooredoo is required to disclose data belonging to Customer by public authorities (such as Ministry of Interior), this happens without responsibility for Ooredoo.

## 8. Accounts, passwords and security

Customer must be a registered user to access the Service. Customer is responsible for keeping their password secure. Customer will be solely responsible and liable for any activity that occurs under their user name. In the event of the Control Panel password loss, Ooredoo Support Team can be contacted to reinitialize the Control Panel credentials.

Ooredoo does not compromise when it comes to security. Customer's files are stored in two (2) geographically separate data centres, with redundant array of independent disks implemented on the storage system to ensure fault tolerance. This is to ensure that Customer's backup is stored not only at one location, but in two (2), with exact copies at each location.

All data centers are equipped with at least three levels of physical access control, with alarms, camera surveillance, locked server cabinets, uninterruptible power supplies, and diesel-powered generators.

Before Customer's files are sent to Ooredoo's Datacentre where the Service platform is hosted, they are encrypted with AES-256 bits on their own computer with an encryption key that only Customer knows. The encrypted files are then sent to the Service.

## 9. Intellectual Property

Customer acknowledges that Ooredoo or third parties own all right, title and interest in and to the Service, portions thereof, or software or content provided through or in conjunction with the Software or Service, including without limitation all intellectual property rights. Except for the license granted in this Section, all rights in and to the Software and Service are reserved, and no implied licenses are granted by Ooredoo.

## 10. Service Uptime

The Service Ooredoo Cloud Backup is targeting an uptime above 99.9% of the platform level. The following events are not included in the calculated uptime:

- Planned maintenance.
- Downtime due to failure of customer equipment or inadequate sizing and performance of Internet connection.

## 11. Service Credits

If the level of availability for the Service Platform is not reached, as Customer's sole remedy and Ooredoo's sole obligation, Ooredoo shall pay the Customer the following service credits as a percentage of the monthly recurring service charge (MRC) as further set out in the Service Order Form:

Availability for the Service Platform in a 30 day period	Service Credit
99.5% and less than 99.9%	1 day (1/30)
between 99.4% to 98%	7 days (7/30)
between 97.9% to 95%	12 days (12/30)
less than 95%	30 days (30/30)

The following exclusions are not part of the downtime calculations:

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- Failure of the internet or other interruptions or Service failure caused by connectivity services provided to the Customer or by Customer's failure to purchase or maintain connectivity services
- Interruptions or failure of individual Service caused by an act or omission of Customer, its employees, Customer's customers, etc. to its Service. These include inaccurate configuration, 3rd party software, Customer abuse or over-utilisation of resources, hacked servers, attacks, exploits, or Customer Equipment hardware failures or Customer's failure to comply with its obligations under this terms and conditions
- Downtime due to Ooredoo Service platform initiated maintenance completed during agreed upon scheduled maintenance window,
- Downtime due to Customer initiated maintenance whether implemented by Customer or Ooredoo on behalf of Customer,
- Downtime due to Customer initiated work that is independently generated by Customer,
- Downtime due to Customer required operating system software and hardware configuration or revisions,
- Downtime due to problems caused by Customer supplied Web site content or software,
- Downtime caused as a result of Customer exceeding system capacity,
- Downtime due to viruses, Trojans, spyware or other malware
- Downtime required to complete database server fail-over,
- Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to Ooredoo's network or to the Customer's systems at the request of Customer,
- Downtime due to Force Majeure,
- Downtime due to Customer failure to adhere to Ooredoo's prerequisites, configuration and process,
- Termination of the Services by either Party.

## 12. Responsibility

Ooredoo cannot be held liable for any loss/deletion of Customer data or damage to Customer's computer systems for any reason, Customer accepts this unconditionally by acceptance of this Terms and Conditions or by use of the Service. Ooredoo stores all data multiple times on highly secured mirrored servers at multiple highly secured sites. The servers are maintained by authorized personnel only and it is therefore considered very unlikely that data loss will occur due to hardware failure, system failure or a complete data center breakdown.

## 13. Service Activation and Billing

As soon as the Service is activated and after the Customers receive its web control panel credentials (Login and Password), Ooredoo will start invoicing the Service to the customer. The Customer will be notified by email and by phone that the Service is active.

## 14. Service Upgrade and Downgrade

After subscribing to the specific Service package – as mentioned in the order form – the Customer will be able to upgrade to the next package (upper value) only once a month. The Service billing will be reflected in the invoice Customer receives on a monthly basis.

A Service downgrade is not allowed during the contract period. In case the Customer still requires to downgrade to a lower package, this request will be handled as a cancellation and the Customer shall request a new subscription.

## 15. Free Trial Period

Ooredoo might provide the Service on a free trial basis for a limited time period not exceeding 30 days. The trial starts as soon as the Customer receives the Service portal credentials. After the trial period, the Service will be deactivated, and it is Customer's responsibility to recover their data within this period. After this trial period, Customer's data will be deleted in Ooredoo's Cloud Backup platform. Should Customer require to subscribe to the Service, they will have to fill the Service request through the order form as mentioned in the section "3. Service Request".

## 16. Termination by Customer

If the Customer terminates the agreement before the end of the agreement term, the Customer will be liable to pay a cancellation fee calculated as follows;

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- a. In the event of one (1) year contract duration, if Customer terminates the services in this proposal prior to the expiry of the minimum period of hire, Customer will be liable to pay a cancellation fee equivalent to the monthly fees for the remainder of the term;
- b. In the event of an agreement for more than one (1) year, if Customer terminates the services in this proposal prior to the expiry of the minimum period of hire, Customer will be liable to pay a cancellation fee equivalent to the monthly fees for the remainder of the term;
- c. In the event of the contract renewal, if the Customer terminates within the renewal period, no cancellation fees will be applied. However the Customer should notify its intent to cancel the service in written form with one (1) month notice period.
- d. Upon termination of the contract, all obligations shall cease to exist with the exception of:
  - i. Rights and obligations that have already accrued but are not satisfied at termination
  - ii. Any provision of this contract expressed to survive its termination.

#### 17. Contract renewal

The contract will be automatically renewed at the end of the initial term for the same period as initially signed by the customer in the order form, unless the Customer gives one (1) month written notice to Ooredoo.

#### 18. Customer Data after contract termination

Ooredoo will keep Customer's data in the platform for one (1) month after the contract termination date. It is Customer's responsibility to recover their data within this period. After this period, Customer's data and the tenant information will be deleted in Ooredoo's Cloud Backup platform.

#### 19. Connecting Customer Equipment

The Customer agrees not to connect any equipment or facilities to the Ooredoo network that have not been type approved by the CRA or that do not comply with the technical standards and specifications for telecommunications equipment approved by the CRA. Failure to adhere to this condition may result in termination, suspension of the Service or other action in accordance with the section entitled Termination by Ooredoo.

#### 20. Acceptable use of the Service

Ooredoo will provide the Service to the Customer subject to availability and operational limitations of systems, facilities and equipment. The Customer shall comply with all applicable laws and regulations. The Customer shall cause all users (anyone who uses or accesses the Service) to comply with this Agreement and the Customer is responsible for their use of the Service (s). The Customer may not resell the Service to third parties without Ooredoo's written consent. The Service is provided for the Customer's reasonable use. Excessive and continued use of the Service that has the potential to negatively impact the quality of service available to other Ooredoo subscribers may result in Ooredoo taking measures including throttling the Service. If Ooredoo reasonably believes that the Customer has misused the Service or violated any applicable laws or regulations, it may take immediate action to suspend the Service and terminate the Agreement in accordance with the section entitled Termination by Ooredoo.

#### 21. Disruption of the Service and planned Emergency Downtime

Ooredoo may occasionally need to interrupt the Service for scheduled required maintenance, test procedures or other technical work in the Cloud Platform, including network upgrades.. It is not expected that planned maintenance downtimes will exceed twenty-four (24) hours per year and this downtime is excluded from any calculation of availability. The customer will be notified at least three working days in advance about maintenance work taking place.

Ooredoo shall not be liable to the Customer for any adverse consequences of such service interruption.

However where, in Ooredoo's reasonable opinion, an emergency situation exists, Ooredoo also reserves the right to carry out emergency maintenance, in which case the above notification requirement shall not apply.

Ooredoo will seek to minimise any disruption to Customer solutions to the extent practical to do so.

#### 22. Confidentiality

Ooredoo and the Customer shall keep confidential all Confidential Information and not disclose it to anyone (other than their employees, advisors, contractors or agents on a strictly need to know basis) without the consent of the other party. Confidential Information shall not mean or include information that: (i) is or becomes legally and publicly available without breach of this paragraph by the party receiving such Confidential Information (the "Receiving Party"); (ii) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the other party (the "Disclosing Party"); (iii) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party, which was in rightful and lawful possession of the said source, without any obligation of

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confidentiality; (iv) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development is supported and confirmed by documentary evidence; or (v) is disclosed pursuant to an order/directive of a court or Government Authority as so required by such order/directive, provided that the Receiving Party shall first notify in writing the Disclosing Party of such order/directive and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. For purposes of these terms and conditions, "Confidential Information" means information provided by one party to the other party that is marked "Confidential" or otherwise confidential by its own nature or information that is provided for the purposes of the Service and of the nature not generally made available to the public. For the avoidance of doubt, "Confidential Information" shall include all service quotations, proposals, etc.

### 23. Prices and invoicing

The Customer shall pay Ooredoo for the use of the service within thirty (30) days of the invoice date unless otherwise defined in the invoice. The Customer is responsible for all taxes applicable to the Service, including value-added tax. Payments have to be made in Qatari Riyals and have to be made through bank transfer or other payment method as defined in the invoice. In the case the Customer fails to make any payment when due, Ooredoo has the right to terminate the services upon written notice to the customer. Ooredoo reserves the right to modify the prices, subject to prior written notice to the Customer.

### 24. Force Majeure

If a Party ("Affected Party") is unable to perform an obligation under the Agreement due to a Force Majeure Event, then: (a) as soon as reasonably practicable after the Force Majeure Event arises, the Affected Party must notify the other Party of the extent to which the Affected Party is unable to perform its obligations; (b) subject to compliance with proviso (a) of this paragraph, the Affected Party's obligations to perform those obligations will be suspended for the duration of the period of disruption arising directly out of the Force Majeure Event; and (c) in all cases, the Parties must use their best endeavors to minimize the impact of any Force Majeure Event. For purposes of these terms and conditions, "Force Majeure" means any cause outside a Party's reasonable control, including without limitation insurrection or civil disorder, war or military operations, terrorist act, national or local emergency, blockade, acts or omissions of any governmental authority, compliance with any statutory, regulatory or legal obligation, severing by a third party of international telecommunications facilities outside Qatar, fire, earthquake, lightning, explosion, flood, subsidence, or weather of exceptional severity.

### 25. Termination by Ooredoo

Ooredoo may suspend, restrict or disconnect the Service temporarily or permanently for any of the reasons set out below: (a) Customer exceeds its applicable credit limit or fails to pay undisputed invoiced amounts within thirty (30) days of such amounts becoming due; (b) Ooredoo reasonably determines that the Customer's creditworthiness has deteriorated and there is a risk of unrecoverable charges; (c) Customer breaches any material provision of this Agreement, in particular, the paragraph entitled Acceptable Use of the Service; (d) Ooredoo ceases to provide the Service, subject to regulatory requirements; (e) any governmental authority prohibits the provision of the Services; (f) Customer ceases business for a consecutive period of ninety (90) days; (g) provision of the Services becomes impractical as a result of a Force Majeure Event; (h) bankruptcy, insolvency or receivership of the customer, or forced reorganization or winding up instituted against Customer; or (i) an execution or process by any court that has become final, not subject to appeal and enforceable against a major portion of the Customer's assets. Where reasonably possible and appropriate, Ooredoo will provide reasonable written notice to the Customer to avoid disrupting the provision of Service unnecessarily.

Moreover, Ooredoo reserves the right to immediately close Customer's account without notice for the following reasons:

- Customer is not in compliance with Qatar laws and regulations
- Customer is backing up illegal material or any data that may contain viruses or malicious codes or files such as corrupted files, worms, Trojan horses
- Customer is deliberately abusing our services with excessive bandwidth and storage usage

This Agreement is effective upon signing an order for the Service and remains in effect until the users' account is terminated.

Customer acknowledges and agrees that in accordance with Article 184(1) of the Civil Code of the State of Qatar, Ooredoo may exercise its right of termination hereunder without obtaining a judicial order of termination.

### 26. Limitation of Liability

Ooredoo shall not be liable to Customer, whether in contract due to breach of applicable law or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of: (i) any failure, delay, interruption to or disruption of the Service in the transmission or reception of any data through the Service; (ii) any defect, deficiency, breakdown or failure of any Ooredoo-supplied components, or the incompatibility or unsuitability of any Ooredoo-supplied components in relation to or in conjunction with any other system or equipment used or operated by the Customer; (iii) any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by Ooredoo or any other person); (iv) any defect, deficiency or deterioration in the quality

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of any signal or data transmitted as part of the Service; (v) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Customer) transmitted to or stored in any system or equipment (whether or not maintained or operated by Ooredoo, the Customer or any other person); (vi) a Force Majeure Event; (vii) any communication, publication, transmission or receipt through the Service of any material which is defamatory, offensive or abusive or of an obscene, nuisance, hoax, threatening or menacing character or of a tortious nature; or (viii) any use of any equipment or services provided by Ooredoo as part of the Services in a manner that constitutes a violation of applicable law, threatens the integrity of any computer system or violates generally accepted standards of Internet conduct (i.e. denial of service attacks, web page defacement, port and network scanning, unauthorized system penetration, intentionally transmitting files containing a computer virus, corrupted data or unsolicited commercial e-mail, "spamming", "mail bombing"), or constitutes an infringement of any person's intellectual property rights.

Subject always to the exemptions and exclusions set out in this paragraph, and to the maximum extent permitted by applicable law, Ooredoo's maximum aggregate liability for all claims under, arising from or in relation to the Agreement or its subject matter (whether, in contract, or due to breach of applicable law), under an indemnity or otherwise) is limited to the total amount of the charges paid by the Customer in the two billing periods immediately preceding the claim against Ooredoo. Ooredoo's limitation of liability as set out in this paragraph shall not apply and shall be excluded to the extent that any loss, damage or liability incurred or sustained by the Customer was caused by or as a result of the grossly negligent, deliberate, willful or reckless conduct or omission of Ooredoo (or any of its employees, agents, representatives or contractors).

Neither party is liable to the other party for, and no measure of damages will under any circumstances include: (a) special, indirect, incidental, consequential or punitive damages; or (b) economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, whether the relevant claim is made for breach of contract, under any applicable law, under an indemnity or otherwise, and whether or not that Party was aware or should have been aware of the possibility of such loss or damage.

## 27. Indemnity

The Customer agrees to indemnify Ooredoo against any loss or damage suffered by Ooredoo relating to: (a) the use (or attempted use) of the Services; or (b) equipment used in connection with the Services that is not provided by Ooredoo. The Customer agrees to indemnify Ooredoo for any costs (including reasonable legal costs) directly relating to the Customer's breach of these terms and conditions.

## 28. General

These general terms and conditions, including the Service Description with described billing and payment mode, Prices or Service Quotation the Service Order Form shall together constitute the Service agreement between customer and Ooredoo.

The Customer shall not assign or transfer (for value or not) the Service in whole or in part, or assign or transfer (for value or not) the benefits in the Service to any third party without the prior written consent of Ooredoo. Should the Customer effect any assignment or transfer contrary to this provision, Ooredoo shall have the right to suspend or terminate the Service, in whole or in part, without recourse to legal action.

These general terms and conditions and the Service, shall be construed and governed by the laws of the State of Qatar. The Customer and Ooredoo irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Qatar.

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