

# VIVA DataCom Master Services Agreement



This Agreement of VIVA Services set out the applicable rules and conditions by which VIVA will render its Service as set out in the Order Form and as purchased by its Customers.

## 1. Standard Terms and Conditions and Acceptance

- 1.1. This Agreement between VIVA and the Customer start when VIVA signs and accepts the Customer's Service Order Form.
- 1.2. Customer agrees to be bound by the following in this order of priority:
  - 1.2.1. Any applicable charges;
  - 1.2.2. The Service Order Form;
  - 1.2.3. Delivery Notice Form;
  - 1.2.4. This Agreement;
  - 1.2.5. The Service specific terms and conditions, including the Proposal and any additional agreements associated with such Services;
- 1.3. Customer accepts this Agreement when Customer do any of the following:
  - 1.3.1. gives VIVA a hand written or Electronic Signature when applicable,
  - 1.3.2. tells VIVA electronically, when applicable, that Customer accept (i.e., by clicking the "I Accept" button for on-line purchases or Account changes), or
  - 1.3.3. Uses any Services. If Customer has never used the Services before and do not wish to be bound by this Agreement, do not use them and notify VIVA immediately. By signing this Agreement, Customer acknowledges that the Authorized Signatory is competent to enter into an Agreement with VIVA, and is authorized to obtain Services or make changes to an existing Account. Customer will obtain a signed copy of this Agreement from the Account Manager.
  - 1.3.4. If Customer has existing Services, this Agreement will control such existing Services.
- 1.4. VIVA may, from time to time, request information related to the Customer's identity credentials in compliance with laws and regulations issued in the Territory. The Customer hereby undertakes that all information and data provided by the Customer to VIVA is correct and complete and the Customer is committed to notify VIVA with any changes might occur to them. If it is verified that the Customer provided VIVA with false information or did not provide the requested information in regard to the Customers' identity or if the Customer information or service subscription are not validated by a governmental authority in the Territory, VIVA will reserve the right to terminate this Agreement with immediate effect and all Services delivered to the Customer will be stopped accordingly.
- 1.5. VIVA may decide that Customer need to pass a credit check, this Agreement will not start until Customer passes the credit check. VIVA may use the information Customer provides VIVA to help make a credit decision before this Agreement starts.
- 1.6. VIVA will open an Account in Customer's name and apply charges to it.
- 1.7. If Customer already has an Account with VIVA, any additional Services that Customer requests will be added to that Account. For the avoidance of doubt, if Customer has more than one Service, each Service will be subject to a separate Commitment Period. As a result, the Commitment Period that apply to each service may not begin and end at the same time.
- 1.8. VIVA may request the Customer to provide a deposit as a condition of its acceptance of any Order Form or continuation of a) usage based Services; b) non-usage based Service or c) continuation of Service provisioning; if the Customer fails to timely pay VIVA for undisputed charges hereunder or VIVA reasonably determines that Customer has had an adverse change in financial condition from the date this Agreement is signed.

## 2. Submission and Acceptance of Order Form(s):

- 2.1. Order Forms may be submitted physically or in an electronic format by sending such Order Form to the designated Account Manager's Email Address. Notwithstanding clause 1.1 VIVA will accept the Order Forms that are sent from the Customers' same Email address filled out in the Account Opening Form. Customer may submit Order Forms for Service as designated by VIVA.
- 2.2. Order Forms shall contain Commitment Period. Service will be provided by VIVA during the Commitment Period. Post expiry of the Service Commitment Period, and where no Renewal Order Form is concluded subject to clause 2.3 below, the Service will continue on a month to month basis, subject to rate adjustment until the Customer ends the Service by serving thirty (30) days' prior written notice to VIVA.
- 2.3. Renewal Customer orders will be accepted by signing a renewal Order Form with the new Commitment Period. If Customer submits Order Forms electronically, Customer shall assure that any passwords or access devices are available only to those having authority to submit Order Forms. Customer will pay the charges specified by VIVA for moves, additions or changes agreed to by VIVA respecting any Order Form or Service, unless otherwise agreed in writing.
- 2.4. VIVA will notify Customer of acceptance of the Customer Order by delivering (In writing or electronically) the date by which VIVA will install Service (the "Ready for Service" or "RFS" Date) or by delivering the Service.
- 2.5. If the Customer wants to add a Service, the Customer should contact the Account Manager subject to clause 2.1 to 2.4 above.

## 3. Customer Premises and Ownership of Equipment:

- 3.1. If access to non-VIVA facilities is required for the installation, maintenance, upgrade and/or removal of VIVA's Network or Equipment, Customer shall secure such right of access. In addition Customer provide the required assistance for VIVA to be able to provision of maintenance as needed for the proper operation of such Equipment and Network. Ownership of Equipment (Including Software) supplied by VIVA shall remain with VIVA; Customer will not create, or cause to be created, any encumbrances on VIVA's Equipment.
- 3.2. In case of gross negligence or willful misconduct which leads to the loss and or damage to an Equipment provide by VIVA, Customer will bear the cost of any loss and/or damage that may occur to such Equipment.

## 4. Maintenance and Access to Premises:

- 4.1. The Parties acknowledge that there may be a requirement for scheduled maintenance. In the event of such maintenance occurrence, VIVA shall inform the Customer of such intended scheduled maintenance activity and the maintenance activity and the maintenance shall proceed based on the Customer's consent to the scheduled maintenance plan. Such consent shall not be unreasonably withheld.
- 4.2. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, VIVA will:
  - 4.2.1. Provide the Customer 7 days' prior written notice;
  - 4.2.2. Work with the Customer to minimize such interruption;
  - 4.2.3. Use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.
- 4.3. If third party access services to be obtained by Customer, the Customer will:
  - 4.3.1. Provide VIVA with circuit services facility and firm order commitment information and design layout records to enable cross-connects to VIVA Service(s) (provided by VIVA subject to applicable charges set forth in the Order Form);
  - 4.3.2. Where a related Service is disconnected, provide VIVA a written disconnection firm order commitment from the relevant third party provider.
- 4.4. In the event of unscheduled emergency maintenance, VIVA shall immediately inform the Customer and VIVA shall immediately perform the necessary maintenance notwithstanding the Customers' consent.
- 4.5. Both Parties shall endeavor to the best of their abilities to minimize maintenance windows that impair service and/or result in service outages.

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5. **Charges, Billing and Payment:**
  - 5.1. **Commencement of Billing:**
    - 5.1.1. VIVA will deliver written or electronic notice (a "Service Delivery Notice ") to Customer when Service is installed, at which time billing will commence. If Customer notifies VIVA within three (3) business days after delivery of the Service delivery notice that Service is not functioning properly, VIVA will correct any deficiencies and, upon Customer's request, credit Customer's in accordance with the SLA, where applicable.
    - 5.1.2. VIVA will obtain Customer's prior written consent in the event that the agreed MRC are to be increased.
  - 5.2. **Payment of Invoices:**
    - 5.2.1. Customer will pay all charges applicable as per the Order Form(s) in the currency within thirty (30) days from VIVA invoice date ("Due Date"). Fixed charges are billed in advance and usage-based charges are billed in arrears. Billing for partial months is prorated.
    - 5.2.2. Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an Invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within fifteen (15) days from the date of the Invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus the applicable flat rate late penalty/charge from the date originally due. VIVA shall maintain complete and accurate billing records with respect to Services provided to Customer. Nothing in this section shall affect the procedures and limitations on billing disputes set forth elsewhere in this Agreement.
    - 5.2.3. If the Customer does not raise an objection to the invoice within (15) days, it shall be considered as a final declaration that the invoice is true and valid.
    - 5.2.4. If an agreement is reached respecting a disputed amount, Customer shall pay the outstanding amounts within seven (7) days of the date of such agreement.
    - 5.2.5. In addition to the remedies provided in this Agreement, If VIVA has not received the payment from the Customer by the Due Date, VIVA may take all or any of the following actions until such time as payment has been received:
      - a) Past due amounts bear flat rate late penalty/charges as stated in Order Form per month.
      - b) withhold any sums owing to Customer by VIVA (including Subsidy) and offset it against any sums Customer owes to VIVA under this Agreement;
      - c) suspend Customer use of the Services in relation to which charges are outstanding;
      - d) withdraw any discount in relation to the relevant Service; and
      - e) Subject to VIVA having invoked at least one of the remedies as set out in clauses (a), (b), (c) and (d) above, VIVA shall be entitled to terminate this Agreement in whole or in part in accordance with clause 97.
    - 5.2.6. Customer shall not be entitled to offset any sums owed to the Customer by VIVA under any Agreement or dispute between the Parties against any sums that Customer owes to VIVA under this Agreement.
    - 5.2.7. VIVA may use credit agencies to help VIVA make credit decisions or for fraud protection. Customer agrees that VIVA may register information about the Customer and the conduct of Customer Account with any credit agency.
    - 5.2.8. For the purpose of fraud prevention and credit management, information about the Customer and the conduct of Customer's Account may be disclosed to financial institutions and other telecoms operators. Such information may also be passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable VIVA to make a credit decision, VIVA, and VIVA credit reference agencies, may also use information about other legal entities financially linked to Customer (such as affiliates and Subsidiaries).
  - 5.3. **Taxes and Fees:** Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, foreign withholding (which will be grossed up), access, bypass, ad valorem, or other taxes, fees, duties or surcharges (including regulatory surcharges), along with similar charges stated in a Customer Order (collectively "Taxes and Fees"). Some Taxes and Fees are covered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present with an exemption certificate eliminating VIVA's liability to pay certain Taxes and Fees will give effect thereto prospectively.
6. **Regulatory and Legal Variation:**
  - 6.1. If changes occur in the applicable law, regulation, rule or order which materially affect delivery of Service, the parties will negotiate in good faith appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after VIVA's notice requesting renegotiation: (a) VIVA may, on a prospective basis after such 30 days period, pass any increased delivery costs on to Customer and (b) if VIVA does so, Customer may terminate the affected Service upon a written notice to VIVA delivered within 30 days and accordingly the Customer shall pay VIVA all unpaid amounts for the affected Service up to the date of termination, but no termination charge or other damages shall be payable by the Customer to VIVA except for the charges resulting under Section 7.2.3.
7. **Cancellation & Termination Charges:**
  - 7.1. Customer may cancel an Order Form (or portion thereof) prior to the Service Delivery Notice Date upon written notice to VIVA identifying the affected Order Form and Service. If Customer does so, Customer shall remain liable to pay VIVA forthwith the respective NRC.
  - 7.2. If the Customer cancel an Order Form (or portion thereof) on or after the Service delivery notice date , or If Service is terminated by VIVA hereunder as the result of Customer's default, then, unless otherwise agreed in writing, Customer shall pay VIVA a termination charge equal to the sum of:
    - 7.2.1. all unpaid amounts for Service actually provided;
    - 7.2.2. 100% of the remaining MRC for the then current Term; and;
    - 7.2.3. any termination liability payable to third parties resulting from the termination.
  - 7.3. Customer acknowledges that the charges in this Section are a genuine estimate of VIVA's actual damages and are not a penalty.
8. **Default:**
  - 8.1. If (A) Customer fails to make any payment when due and such failure continues for 10 business days after written notice from VIVA, or (B) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, or (C) if requested by a competent official authority, or (D) Customer is subjected to bankruptcy, insolvency or interdiction, or (E) An event of Force Majeure which occurs and continues for more than sixty (60) days; then the non-defaulting party may: (i) terminate this Agreement and/or any Order Form, in whole or in part without liability, and/or (ii) subject to Section 10.1 and 10.3, pursue any remedies it may have at law or in equity.
9. **VIVA's Rights for Service Suspension:**
  - 9.1. VIVA has the full right to suspend any of the Services provided to the Customer, without any prior notice, in the following cases:
    - 9.1.1. If requested by the competent official authorities and bodies.
    - 9.1.2. If the Network breaks down or needs emergency and unplanned maintenance and all cases of Force Majeure, exceptional and emergency conditions. VIVA will try to make sure this does not happen often. VIVA will not make the Customer pay monthly charges or other recurring charges during the suspension period including when there is a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down.
    - 9.1.3. Failure to submit the deposit for the Services that VIVA declared as mandatory payment.
    - 9.1.4. Not settling the due payments (Fees, charges or due subscription).

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- 9.1.5. Customer or any of its employees and representatives uses the Service in violation of this Agreement.
- 9.2. VIVA can charge to reconnect the Customer to the Services where the events noted in Sections 9.1.3 9.1.4 and 9.1.5 have occurred. VIVA can change Customer's Payment Terms as a condition of reconnection.
10. **Liabilities and Service Levels:**
- 10.1. No Special Damages: Save for any liability a party may have under the indemnification provisions in section 10.5 below, neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order Form.
- 10.2. Disclaimer of Warranties: VIVA WILL PROVIDE THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS APPLICABLE TO COMPARABLE PROVIDERS. VIVA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE ORDER FORM.
- 10.3. IT IS ACKNOWLEDGED BY THE CUSTOMER THAT VIVA OFFERS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION WITH REGARD TO ANY INFORMATION, CONTENT, MERCHANDISE AND SERVICES OFFERED OR MADE AVAILABLE OR ACCESSIBLE ON THE INTERNET.
- 10.4. Service Levels: The "Service Level" commitments applicable to Services are contained in the respective Service Level Agreement ("SLA") signed for each Service rendered by VIVA. If VIVA does not meet a Service Level, a credit will be issued to Customer as stated in the applicable Service Level Agreement on Customer's request. VIVA's maintenance log and trouble ticketing systems are used to calculate Service Level events. To request a credit, Customer must contact its' Account Manager (contact information is specified in the Order Form) or deliver a written request (with sufficient detail to identify the affected Service) within thirty (30) days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the SLA applicable to the affected Service.
- 10.5. Indemnification:
- 10.5.1. Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party and its affiliates, and their respective officers, directors, employees, agents and contractors harmless from and against damages, losses, or liabilities (including reasonable attorneys' fees) incurred by such other party arising from any third party claims relating to any physical damage to tangible property, or personal injury or death, caused by the gross negligence or willful misconduct of the Indemnifying Party. The foregoing indemnification obligations will not apply to VIVA when VIVA is providing Emergency Service or other emergency referral Service.
- 10.5.2. Each Party shall indemnify the other Party from all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including legal expenses) arising out of any use of the Service by any Customer, save where any of the same are directly and solely attributable to the willful misconduct, negligence, deliberate acts, breach of agreement of the indemnified Parties. Such claims shall include, but shall not be limited to, claims based on trade mark, service mark, injury to reputation, fraud misinterpretation or breach of warranty or statutory duty or other injuries or damages to business.
- 10.5.3. Notwithstanding clause 10.5.2 above, in this Agreement, the total liability of either Party towards the other one shall be limited to the total value of the MRC of twelve (12) months period respecting the Service for which the indemnity became due, provided always that, the indemnifying Party's liability towards the indemnified Party with respect to any claim of that the service infringes the intellectual property rights of a third party shall not be so limited.
11. **General Terms:**
- 11.1. Term: This Agreement is open ended and shall remain valid until terminated by either Party as set for herein. All Order Forms placed under this Agreement prior its Termination Date shall remain valid till the end of the Service(s) Commitment Period.
- 11.2. Carrier Pre-Selection
- 11.2.1. When the Customer signs an Order Form to subscribe to the CPS Services; VIVA shall notify Batelco in writing within 5 Business Days' of receipt of the Order Form
- 11.2.2. VIVA will only provide the CPS Service option for fixed telephone lines excluding prepaid calling cards, mobile vanity rate service and fixed wireless service.
- 11.2.3. The Customer shall have the right to choose one, and only one Pre-selected Operator for purposes of the Customers' default national telecommunications operator and one, and only one Pre-selected Operator for purposes of the Customer default international telecommunications operator.
- 11.2.4. Any change to the CPS Service Order Form may be subject to a fixed charge.
- 11.2.5. Calls to emergency services and short code calls are not subjected to CPS and calls will continue to be routed without transfer to another operator.
- 11.3. Force Majeure: Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to acts of God, war, hostilities, riots, terrorists acts, strike, any labor disputes, authority of laws, acts of government, casualties, earthquakes, fire, or other natural catastrophes, or other causes beyond such party's reasonable control ("Force Majeure Event"). The affected Party's performance shall be excused for the period of the Force Majeure Event as long as said Party provides the other Party with reasonably prompt notice, describing the Force Majeure Event and employs commercially reasonable steps to avoid or remove such causes of nonperformance and promptly continue performance.  
In the event VIVA is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay VIVA for affected Service for the duration of the Force Majeure Event. Force Majeure Events and scheduled maintenance under section 4.1 are considered "Excused Outages."
- 11.4. Assignment and Resale: Customer may not assign its rights or obligations under this Agreement or any Order Form without the prior written consent of VIVA, which will not be unreasonably withheld, except Customer may assign this Agreement to a creditworthy affiliate of the Customer. This Agreement shall apply to any permitted transferees or assignees. Unless otherwise provided in an SLA, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services") provided that Customer shall indemnify, defend and hold VIVA and its affiliates harmless from any third party claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.
- 11.5. Affiliates: Service may be provided to Customer by an affiliate of VIVA, but VIVA shall remain responsible to Customer for the delivery and performance of the Service. Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.
- 11.6. Notices: Any notice to be given by the Customer to VIVA shall only be effective if it is in writing and through email address of the designated by VIVA or delivered by registered mail and/or handed to VIVA's dedicated Account Manager. Any notice to be given by VIVA to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant facsimile number for the Customer set out in the Order Form or in the Delegation Letter.

- 11.7. Acceptable Use Policy; Data Protection: Customer's use of Service shall comply with VIVA's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through VIVA's Website. Customer consents that VIVA may use Customer data solely for the performance of VIVA's obligations and the exercise of VIVA's rights under this Agreement, including storing, processing or transferring data to or from the Kingdom of Bahrain. VIVA shall not disclose Customer, or Customer data that belongs to third parties, unless required by law.
- 11.8. Intellectual Property and Publicity: Neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other party or its affiliates without the express prior written authorization of the other party. Neither Party shall issue any press release or other public statement relating to this Agreement, except as may be required or agreed between the parties in writing. Any information or Documentation disclosed between the parties during the performance of this Agreement (including this Agreement) shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties, and if none, the parties agree to keep the terms of this Agreement and all information of a confidential nature obtained in the performance of this Agreement confidential and not disclose such information to third parties, other than to its vendors and affiliates or as required or requested by any governmental, banking, taxation or other regulatory authority or similar body or pursuant to any applicable law or regulation.
- 11.9. Dispute Resolution, Governing Law & Amendment:
- 11.9.1. For any dispute or complaint regarding VIVA's provision of Services, the Customer may refer to VIVA's Code of Practice on the Website which will give you guidance in this regard.
- 11.9.2. Customer may escalate a complaint to the Authority prior to the expiration of the sixty (60) day period if a VIVA's complaint-handling procedures have been exhausted and no resolution to the dispute has been reached. Customer may also escalate a complaint to the Authority after the sixty (60) day period has lapsed given that VIVA and Customer have failed to reach a resolution to the dispute for whatever reasons (s) subject to in Article 55 of the Telecommunications Law.
- 11.9.3. This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Bahrain. This Agreement, including any SLA's and Order Form(s) and Proposal executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. In case of conflict between this Agreement, any SLA's, Order Form(s) and Proposal, the Proposal shall prevail.
- 11.9.4. This Agreement may only be modified or supplemented by an instrument executed by an Authorized Representative of each party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).
- 11.10. Confidentiality: All information contained in this Agreement shall be treated as confidential, neither Party can disclose any information contained herein this Agreement without prior written consent of the other Party.
12. **Definitions:**
- 12.1. **Account Manager** means VIVA assigned employee in Order Form who is designated to be the point of contact with the Customer with respect to all aspects and payments respecting the selected Services.
- 12.2. **Account Opening Form** means the form which will provided by the Account Manager for the Customer to fill in its requested information prior signing the Agreement.
- 12.3. **Agreement** means the standard Terms and Conditions collectively with Order Form with respect to all aspects and payments for the selected Service.
- 12.4. **Carrier Pre-selection or "CPS"** means a Service by which a Batelco fixed line Customer can designate his/her choices of Pre-selected Operator(s) to provide its national telecommunications services and/or international telecommunications services;
- 12.5. **Commitment Period** means the duration for which a Service is ordered.
- 12.6. **Customer** means the customer whose details are set out in this Agreement below and in both the Delegation Form and the Order Form which is represented in the Customer's authorized signatory identified below.
- 12.7. **Customer Premises Equipment Interface or CPE** means Customer equipment that interfaces with VIVA that is required to terminate the service to the Customer/end user
- 12.8. **Delegation Form** means the form filled out by the Customer for the delegation of an authorized person to request/sign agreements with VIVA by the Customer's legally authorized management.
- 12.9. **Emergency Service** means calls to emergency line 999 or any other universal emergency call line.
- 12.10. **Effective Date** means the date of the Customer's signature herein below.
- 12.11. **Equipment** means any apparatus, equipment, hardware, material or other items (including parts and components) to be supplied by VIVA to enable VIVA to supply the Service pursuant to this Agreement.
- 12.12. **Monthly Recurring Charge or MRC** means the monthly subscription fees payable in advance by the Customer to VIVA with respect to the Service provided as set forth in the Order Form.
- 12.13. **Network** means VIVA telecommunications infrastructure established for the provision of telecommunications services in the Kingdom of Bahrain.
- 12.14. **Non-Recurring Charges or NRC** means the once off payment/ payments paid by the Customer to VIVA respecting installation of Service or Service modification requested which include but not limited to upgrade, downgrade and relocation as set out in the Order Form.
- 12.15. **Order Form** means VIVA form to be filled out and signed by the Customer requesting services from VIVA.
- 12.16. **Pre-Selected Operator(s)** means a licensed telecommunications operator other than the original telecommunications services operator which the Customer has selected at any given time as his/her international telecommunications services provider and/or national telecommunications services provider.
- 12.17. **Proposal** means the VIVA's offer to the Customer which includes particular information and description for the Service selected in the Order Form.
- 12.18. **Service Delivery Notice** means the date on which a notice is communicated to the Customer that the Service is activated by VIVA.
- 12.19. **Service(s)** means the service(s) selected by the Customer in the Order Form.
- 12.20. **SLA** means the service level agreement which sets the Service support parameters and service credits entitled to the Customer in case of service failure. The SLA is not mandatory and is provided to the Customer based on Customer's selection in the respective Order Form.
- 12.21. **Territory** means the Kingdom of Bahrain.
- 12.22. **TRA or Authority** means the Telecommunications Regulatory Authority of the Kingdom of Bahrain, contactable on: Building No. 852, Road No. 3618, Seef District 436, P.O. Box 10353, Manama, Kingdom of Bahrain, Contact Number: 17520000, Fax: 17532125, email: contact@tra.org.bh.
- 12.23. **Website** means VIVA's website URL known as: [www.viva.com.bh](http://www.viva.com.bh)
- 12.24. **VIVA** means the licensed service provider from the TRA named as VIVA Bahrain BSC Closed holding Commercial Registration Number 71117, PO Box 21529, Seef Area, Manama, Kingdom of Bahrain.
- 12.25. **Telecommunications Law** means Decree 48 for 2002 promulgating the Telecommunications Law of the Kingdom of Bahrain.

# VIVA DataCom Master Services Agreement



**13. Severability:**

13.1. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force, and the Parties shall make such amendments to this Agreement as appropriate to remedy such invalidity or unenforceability.

### CUSTOMER DECLARATION

I, the undersigned acknowledge that I have accepted the terms and conditions of this Agreement and confirm that the details I have provided and which I will provide in an Order Form are valid and correct.

Customer Name: \_\_\_\_\_ (\*)  
Customer Commercial Registration No.: \_\_\_\_\_ (\*)  
Customer Authorized Signatory Name: \_\_\_\_\_ (\*)  
Customer Authorized Signatory CPR: \_\_\_\_\_ (\*)  
Customer Authorized Signatory Signature: \_\_\_\_\_ (\*)  
Date: \_\_\_\_\_ (\*)

### VIVA Account Manager (For VIVA Internal Use)

Customer Account Number: \_\_\_\_\_ (\*)  
Account Manager Name: \_\_\_\_\_ (\*)  
Signature: \_\_\_\_\_ (\*)  
Date: \_\_\_\_\_ (\*)