

## 1. Definitions & Order of Precedence

In this Agreement, including the Annexes and Schedules hereto, the words, expressions and abbreviations set out below have the following meanings, unless otherwise defined in the Annexes and/or Schedules:

### 1.1. Definitions

- 1.1.1. **Affiliate:** means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and "Affiliates" shall be construed accordingly
- 1.1.2. **Insolvency Event:** means (1) a receiver, administrator, provisional liquidator, trustee in bankruptcy or similar officer is appointed over any assets or business of Contractor, or a secured party takes possession of any assets or business of Contractor; (2) Contractor makes an arrangement with or for the benefit of its creditors; (3) Contractor is dissolved or goes into liquidation except for the purpose of a genuine amalgamation or reconstruction where the surviving or resulting entity assumes all Contractor's obligations; (4) Contractor institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law, or a petition is presented for its winding-up; or (5) anything similar happens under the applicable laws of any jurisdiction
- 1.1.3. **Force Majeure:** means any cause beyond a Party's reasonable control affecting the performance by a Party of its obligations hereunder including but not limited to acts of God, lightning, flood, exceptionally severe weather, acts of terrorism, fire, explosion, earthquake, war, riot, civil disorder, strikes, lockout or other industrial disputes, acts or decisions of government or other competent regulatory authorities or compliance therewith, the imposition of sanctions or other trade restrictions
- 1.1.4. **CUSTOMER Equipment:** means any equipment or facilities owned or leased by the CUSTOMER and used for the purpose of using and/or connecting to the Service. Any CUSTOMER Equipment shall be marked as being under CUSTOMER's control in order to allow for unambiguous identification by Supplier
- 1.1.5. **Confidential Information:** means any information that is of value to the Party disclosing such information, including (a) scientific or technical information; (b) information relative to the current or proposed costs, pricing information, business, sales, and marketing plans of a Party; (c) drawings, designs, computer programs and software devices; (d) the contents of the Agreement or any Service Order, provided, however, the term "Confidential Information" shall not include any information that (i) is now in or subsequently enters the public domain through means other than direct or indirect disclosure by either Party in violation of any known confidential obligation; (ii) is already in the possession of the Party receiving such information free of any known confidential obligation to any other Party or (iii) is independently developed by the receiving Party

- 1.1.6. **Intellectual Property Rights:** means any letters patent, patented articles, patent applications, topographies, designs, trademarks, service marks, trade or business names, email addresses and internet domain names, copyrights, database rights, inventions whether or not capable of protection by patent or registration and know-how, whether registered or unregistered and including applications for the grant of any such rights of the foregoing descriptions and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- 1.1.7. **Order:** means a written order (such as a purchase order, service order or work order) signed by both parties, unless otherwise specified in this Agreement.
- 1.1.8. **Acceptance Date:** means the date on which the Customer accepts the Services (if applicable) as determined in accordance with the relevant Service Order (as applicable).
- 1.1.9. **Additional Services:** means any additional services that are required by the Customer and added to the scope of this Agreement under an additional Service Order after the date of this Agreement as provided for in Clause 2 of this Agreement.
- 1.1.10. **Agreement:** means this Egypt Internet Exchange (EG-IX) Agreement together with the Schedules and Annexes hereto, unless otherwise indicated.
- 1.1.11. **Annexes:** means the annexes attached to this Agreement
- 1.1.12. **Services:** shall mean the services provided by the Supplier to the Customer over the Egypt Internet Exchange Platform including any and all services provided through this platform.
- 1.1.13. **Cancellation Charge:** means the liquidated damages that may be payable by the Customer as described in this Agreement.
- 1.1.14. **Delivery Date:** means the date on which a Service must be Ready for Service.
- 1.1.15. **Due Date:** means 30 Days from the date of the relevant invoice.
- 1.1.16. **Effective Date:** shall have the meaning set forth in the preamble to this Agreement.
- 1.1.17. **Initial Term:** means the minimum committed term of the Service as specified in the relevant Service Order, starting from the Delivery Date.
- 1.1.18. **License:** means the respective license granted to the First Party to establish and operate its Network in the Arab Republic of Egypt.
- 1.1.19. **Material Breach:** means a breach to any of the payment or any applicable law and regulation terms as provided for in this Agreement.
- 1.1.20. **Service Order:** means an order for service(s) placed in a Service Order Form and signed by both Parties
- 1.1.21. **Service Order Effective Date:** means the date on which a Service Order is effective. Unless provided otherwise in the Service Order or in the Specific Conditions , it is the date of the last's Party's signature of the Service Order Form
- 1.1.22. **Service Order Form "SOF":** the document under which a Service is subscribed. Each Service's Specific Conditions has its own model of Service Order Form. All Specific Order Forms shall be signed by both Parties and shall reference the appropriate Specific Condition and the General Terms.
- 1.1.23. **Purchase Price:** means the amount identified as such in the Service Order Form.
- 1.1.24. **Ready for Service:** means that the Capacity, once fully installed by the First Party, is accepted by Customer, provided that such acceptance is communicated to TE in writing within

5 Business Days from the date it is offered for acceptance otherwise it will be deemed accepted, or as otherwise provided in the relevant Service Order.

- 1.1.25. **Service(s):** means any service of Egypt Internet Exchange platform that is described in a Service Order Form (as applicable),
- 1.1.26. **Charge (s):** means the Monthly or yearly Recurring Charges and the Non-Recurring Charges
- 1.1.27. **Installation:** Charges means, where applicable, the charges payable by CUSTOMER to Supplier for the activation of the Service(s)
- 1.1.28. **Service Charges:** means the service charges, or the Purchase Price, identified in the Service Order Form (as appropriate) to be paid by CUSTOMER to TE for the provision of the Services.
- 1.1.29. **Monthly or Yearly Recurring Charges:** means the charges payable on a monthly or a yearly basis by CUSTOMER to Supplier for the provision of each Service, as described in the related Service Order(s).
- 1.1.30. **Service Specific Billing Period:** means the period for which the First Party may raise invoices for the Service Charges for a particular Service as set out in the Service Order Form (as appropriate).
- 1.1.31. **Non-Recurring Charges:** means (i) for lease Services, the Installation Charges and (ii) for IRU service, the Installation Charges plus the up-front charges, payable by CUSTOMER to Supplier, as set out in the related Service Order(s).
- 1.1.32. **Telecommunications Law:** means the Egyptian Telecommunications Law No. 10 of 2003 and all applicable telecommunications regulations, decrees and decisions currently in force and as may be amended from time to time.
- 1.1.33. **Term:** means the duration of this Agreement as set forth under Clause **Error! Reference source not found.**
- 1.1.34. **Tax:** means any tax, levy, impost, duty, fee or other charge or liability of a similar nature imposed, collected or assessed by, or payable to any authority (whether governmental, quasi-governmental or otherwise) in relation to the Capacity or services provided under this Agreement, , for the avoidance of doubt, also including any income tax , withholding tax , VAT , business tax, sales tax ,turnover tax , excise tax , tariff .levies , impost , deduction , charge , duties and any other similar liabilities that are imposed on any amount payable under Agreement including interest penalty and other additions to such liabilities imposed by any taxing authority in any jurisdiction , except for liabilities imposed by reason of the First Party carrying a business in a jurisdiction or being incorporated on that jurisdiction
- 1.1.35. **Business Day:** means a day (other than a Friday or Saturday) on which private sector companies are open for general business in Egypt

## 1.2. Order of Precedence and Interpretation

In the event of conflict or ambiguity between the terms defined in this Agreement, Service Order Forms hereto, then the following order of precedence shall apply:

1. **This Agreement**
2. **Service Order Form**

- 1.2.1 The language of this Agreement, all correspondence and communications to be given, and all other documentation to be prepared and supplied under this Agreement not otherwise agreed between the Parties, shall be English.
- 1.2.2 Words in the singular shall include the plural and words in the plural shall include the singular unless the context requires otherwise.
- 1.2.3 The headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 1.2.4 The above Preamble and the Annexes constitute an integral part of this Agreement, supplementary and complementary hereto. References to Clauses and Annexes are references to clauses of and annexes of this Agreement.
- 1.2.5 For interpretation purposes, the headings used in this Agreement have been included as a reference only and will not affect the contents of its provisions. Furthermore, when the context allows it, the singular shall be plural and vice-versa and words denoting any gender include all genders. References to each Party herein include references to its successors in title, permitted assigns. References to "includes" or "including" shall be read as being immediately followed by the words "without limitation".
- 1.2.6 The Supplier reserves the right to update, amend, alter, or supplement any documents that are part of the Agreement with the Customer. The Supplier will make reasonable efforts to notify the Customer in writing of any changes.

Any capitalized terms (and terms beginning with a capital letter) that are used but are not defined herein shall be given their generally accepted meaning in the telecommunications industry or, where there is no such generally accepted meaning, their ordinary meaning

## 2. Scope of the Agreement and the Order Form

- 2.1. The purpose of these General Terms is to set forth the general rights and obligations of the Parties regarding the provision of the Egypt Internet Exchange services as subscribed under the Specific Conditions and the related Service Order.
- 2.2. The Supplier will provide the Services to the Customer for the Service charges. Customer's signature on the Service Order Form/s or use of the Service or the Supplier Network constitutes its acknowledgement of herein terms and conditions and to be bound by the terms and conditions and the Service Order Form.
- 2.3. The Customer may order additional Services through additional Service Order Forms, which will be governed by these EGIX Terms and Conditions. Customer's account must be current to make changes to Services or order additional Services.
- 2.4. The Supplier does not, under any circumstances, accept the terms and conditions of the Customer, its business practice terms, or any other Customer purchasing conditions unless there is written agreement from the Supplier.
- 2.5. Supplier shall be entitled to appoint any of its Affiliates to provide the Services, provided that The Supplier shall be and remain liable with such appointee for the due and proper performance by it of all of its duties, functions and obligations under the EGIX Terms and Conditions.
- 2.6. Customer shall not be committed to order, to be charged for, or to pay for any Services until the Customer has signed a Service Order Form in respect of the required Services. The Supplier shall not

be committed to provide any Services until The Supplier has accepted and signed the completed Service Order Form in respect of the Services received from the Customer.

- 2.7. subject to the Supplier's acceptance of a service order ("Service Order Form") in accordance with clause 2, the Supplier will provide certain services ("Services") pursuant to this Agreement and applicable Service Schedule ("Service Schedule") attached hereto and incorporated herein. The Supplier's provision of service is in all cases subject to the security approval including but not limited to the Egyptian National Regulatory Authority "NTRA"
- 2.8. The Parties expressly agree that nothing in this Agreement obligates Supplier to enter any future Service Order with Customer. However, the Supplier will be free to provide similar services to third parties under any terms and conditions it considers appropriate
- 2.9. The Customer may, from time to time, request the delivery of services from the Supplier each, a ("**Service**"), including, without limitation, the provision of Capacity. The Customer's order of a particular Service, and the Supplier's agreement to provide the Service to Customer, shall be evidenced by the Parties' execution of a written document (each, an "**Order Form**") referencing this Agreement and detailing the specific Service ordered. Each Order Form shall include the terms and conditions specific to the Supplier's provision of the Service referenced therein, including the associated Service Charges ("Charges") consisting of non-recurring charges ("NRCs"), monthly recurring charges ("MRCs") and third Party costs ("Costs") will be listed in the Service Order.
- 2.10. If the Customer wishes to request a Service that is not described in an existing Capacity Annex, it shall notify the Supplier and the Parties will negotiate in good faith with a view to concluding a Capacity Annex for such Additional Services.
- 2.11. Each Order Form shall be attached to its corresponding Capacity Annexes (and, accordingly, thereby be deemed to be a part of this Agreement).
- 2.12. Each Service Order will also specify the service term ("Service Term") for the order service.

### 3. Commencement and Term

This Agreement shall commence upon the Effective Date and shall continue for a period of one (1) years renewable automatically for successive one (1) (unless a different Term is otherwise agreed in writing between the Parties) year terms unless earlier terminated in accordance with this Section 6 and or before any automatically renewal in case that any party intend to not renew the agreement it shall notify the other party thirty (30) days before the expiration of the initial term provided that the terms and conditions of this Agreement will continue in full force and effect until the expiration or termination of all Order Forms and Services Terms.

## 4. Default and Termination

- 4.1. A Customer is in default of this Agreement if it breaches this Agreement for any services orders and fails to cure such breach within 30 days of the other Party's notice reasonably specifying the breach. The Supplier may terminate this Agreement and /or the affected Service Order upon notice to the other Party if the Party then in default.
- 4.2. TE may terminate this Agreement and/or any subsisting Order Forms (in whole or in part) and disconnect or cease the Services immediately on written notice to the Customer where:(i) subject to applicable bankruptcy or insolvency laws, customer suffers an Insolvency Event; o(ii) customer in a materially breaches this Agreement and in the case of material breach resulting from non-payment of Charges due hereunder, the Customer has failed to pay such amounts within 30 days after receiving written notice thereof; or the Customer has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof; or (iii) Customer has committed a series of non-material breaches which together have the aggregate effect of a material breach
- 4.3. If the Customer is in default of this Agreement, the Supplier may in addition to all other remedies available to the Supplier disconnect all or the affected services pending Customer cure of the default.
- 4.4. If the Supplier properly terminate this Agreement or any affected Service Order for Customer's default, all remaining charges under all services order (if the Agreement is terminated) or the applicable order (s) if only affected service order (s) are terminated will accelerate and become immediately due and payable.
- 4.5. Early Termination: if Customer terminates a service without any breach reasons The Customer will pay the Early Termination Fee ("Early Termination Fee") set forth in the applicable Schedule of Services. The parties acknowledge that the Early Termination Fee is a true estimate of the actual damages to the Provider in exchange for the Customer's early termination of the Service and is not a penalty.
- 4.6. The Supplier may suspend or terminate the service without any liabilities by sending a written notice to the customer:
  - 4.6.1.1. Such suspension is required to comply with a legislative or regulatory obligation or a decision by any relevant administrative or court authority.
  - 4.6.1.2. The First party needs to carry out emergency works to the Network or Service Equipment;  
or
  - 4.6.1.3. The Service is being used fraudulently or illegally
- 4.7. The exercise of the Supplier's right to suspend provision of the service shall not relieve the Customer of its obligation to pay amounts due to the First party under this Agreement (including but not limited to all undisputed Charges that become due and payable), together with any applicable interest that may be payable in accordance with this Agreement.
- 4.8. subject to clause 4.1 and 4.2 in case that the customer remedy the breach within the said period mention in clause 4.1 above the First Party shall re-activate the service as soon as reasonably practicable once:

- 4.8.1. The Customer has, as the case may be, cured the breach or made arrangements that are agreed in writing by the first party to be sufficient to allow the service to be restored; and
- 4.8.2. The Customer has, as the case may be, given the Supplier a written undertaking in a form satisfactory to the First party not to repeat the breach; and
- 4.8.3. All amounts due and payable to the Supplier from the Customer under this Agreement are paid or whatever arrangements that are agreed in writing under Clause 9 to be performed to restore service have been performed. The exercise of its right of suspension is without prejudice to any right that the First Party may have to terminate this Agreement
- 4.9 The supplier may suspend the service in case Maintenance work. The Supplier may perform certain maintenance activities in connection with the Services (“Maintenance”) consisting of scheduled or routine maintenance (“Scheduled Maintenance”) and unscheduled or emergency maintenance (“Unscheduled Maintenance”). supplier will provide advance notice of scheduled maintenance in accordance with the applicable schedule of service and will provide notice (which may or may not be advance notice) for unscheduled maintenance as practicable given the circumstances.
- 4.10 The supplier may suspend the service without liabilities if such suspension is required to comply with a legislative or regulatory obligation or a decision by any relevant administrative or court authority
- 4.11 Upon any termination or expiration of this Agreement and/or an Order Form, Customer shall immediately cease use of the Services and each Party shall: (i) immediately discontinue all use of the other Party’s Confidential Information; (ii) delete the other Party’s Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party’s option, destroy, all copies of such other Party’s Confidential Information then in its possession; (iv) promptly return any TE provided hardware, software or equipment to TE; and (v) shall promptly pay all Charges, amounts due and payable hereunder.

## 5. Charges

- 5.1. Customer will pay all Charges as set forth in the Service Order. Charges do not include taxes, fees, or regulatory surcharges that may be assessed on the Services (“Taxes”) and Customer will be responsible for all such taxes (excluding any taxes assessed on Supplier ‘net income or property)
- 5.2. As to any effective Service Order, the Supplier will not increase any NRCs or MRCs during the Service Term but may, upon notice to Customer adjust any such NRC or MRC to Supplier’s then – standard rate following the expiration of the fixed portion of the Service Term. However, during the Service Term, the Supplier may, upon notice to the Customer, pass –through to Customer any increase in costs as provider’ s third Party providers increase their charges to the Supplier. Such costs typically consist of service charges from any third-party network provider who providing all, or portion of the Services or power charges associated with the equipment used by the Supplier to provide the Services.

## 6. Payment

- 6.1. The Supplier will invoice the Customer for the Charges at the billing address specified in the Service Order. NRCs and applicable one –time Costs may either be invoiced up front or together with the first MRC and applicable recurring Costs. MRCs and applicable recurring costs will be billed monthly in advance.
- 6.2. All invoices are due next within thirty (30) days from the date of the invoice. Amounts not paid when due will accrue interest at the rate of (two) 2% from such interest at the default interest Rate shall accrue day by day until full settlement of the undisputed service charges reflected in the respective invoices and shall not be compounded.
- 6.3. If Customer disputes all or any portion of an invoice, it will notify the Supplier of the dispute within 10 days of the date of the invoice, include with such notice all applicable documentation supporting Customer's dispute. In the event of such a dispute, the Parties will each designate an authorized representative to meet (in person or via telephone) and discuss the dispute in good faith, such meeting to occur within thirty (30) Business days of the date of Customer's dispute notice. to the extent the dispute is resolved in Customer's favor , the Supplier will credit the applicable amount on Customer 's next invoice and to the extent the dispute resolve in favor of the Supplier , the Customer shall delivery payment of the dispute amount (together will applicable interest within five (5) Business days of the meeting . If the Customer does not dispute an invoice within timeframes and otherwise in accordance with this subsection, the invoice will be payable in full by the Customer will be deemed to have waived any right to dispute the invoice. In case that the dispute not resolved within the said period mentioned in clause 6.3 a Party may choose to refer the Dispute for Arbitration in the manner provided for in Article12

## 7. Parties Declarations and Guarantees

- 7.1. The Customer undertakes, declares and guarantees the following for the entire duration of the Agreement:
  - a. a. to comply with the Agreement and provisions provided for in the license and concession and with all legal and/or administrative provisions relating to its activity in force at any time.
  - b. that the Customer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and
  - c. that the execution, delivery and performance of this Agreement by the Customer have been duly authorized by all necessary corporate action on the part of the Customer and this Agreement is a valid, binding and enforceable obligation of the Customer binding on the Customer; and
  - d. that the execution, delivery and performance of this Agreement by the Customer does not violate, conflict with or constitute a breach of, the organizational documents or any order, decree or judgment of any court, tribunal or governmental authority which may prejudice the proper use of the Supplier's Network or the provision of services to or the use of Supplier's Network by the Supplier.

- e. that the Customer shall not do anything nor allow to subsist any circumstances likely to damage the First Party's Network or detract from or impair its performance or operation; and
- f. The Customer hereby agrees to indemnify and hold the other Party, its officers, directors, employees, agents and representatives harmless from and against any loss, damage, expense or cost arising out of or in connection with the granting and illegal use of the Services, pursuant to this Agreement.
- g. The Customer may use the service for any lawful purpose for which they are not intended provided the Customer will not use the service (i) so as to interfere with or impair service over any of the facilities and associated equipment of the other or so as to impair privacy of any communications over such facilities and associated equipment (ii) so as to interfere with or impair service over any facilities and associated equipment comprising the cable network and associated equipment utilized by the Supplier in the provision of the Services or (iii) so as to impair the privacy of any communication over such network and equipment
- h. Customer may only use the Services for its own internal purpose, customer shall not resell any service provided by the Supplier.
- i. The Customer shall endeavor to ensure that the Services are not used in a manner which constitutes an infringement of any rights of The Supplier or any third party, or for any illegal, fraudulent or unauthorized activities and shall further endeavor to ensure that it, its employees and its customers do not by any act or omission, damage, interfere with or impede the operation of the Service or the Supplier Network. Customer shall do this, inter alia, by exercising appropriate control over Customer's employees and customers, including by inserting a clause to this effect in any MSAs with Customer's customers. In particular, the Customer shall not use the Services to provide any telecommunications or related services to third parties unless the Customer is duly licensed.
- j. Where the Customer is aware or reasonably suspects that there is any violation or contravention contemplated in this clause, it will co-operate and provide the Supplier with the necessary information to assist in identifying, preventing, remedying or rectifying such violation or contravention. Where the Customer has a service requirement that is not covered by an existing Service Order Form, the additional or alternate requirement/s will be addressed on a case-by-case basis, provided that this requirement is brought to the attention of Supplier promptly.

7.2 The Customer undertakes, declares and guarantees the following for the entire duration of the Agreement

- i. it will deliver the Services with reasonable care and skill.
- ii. the Services shall be consistent with the relevant Service Order
- iii. the Services will be provided in accordance with all applicable laws and regulations

## 8. Delivery

The Supplier shall use its best endeavors to meet all required delivery dates. The Supplier specifically notes that delivery dates are dependent on obtaining permissions from relevant authorities and Supplier shall not incur any liability in respect of delays occasioned by such authorities regarding such permissions

## 9. Limitation of Liabilities

- 9.1. Subject to Clause 10.2, neither Party shall be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract, misrepresentation (whether tortious, delictual or statutory), tort or delict (including but not limited to negligence), breach of statutory duty or otherwise):
- 9.1.1. indirect, incidental, consequential, punitive or special loss or damages whatsoever; or
  - 9.1.2. any loss of profits, advantage, anticipated savings, data or revenues, business, contracts, goodwill, or increased cost of operation, or any wasted expenditure (regardless of whether any of these types of loss or damage are direct, indirect or consequential), even if that Party was aware of the possibility that such loss or damage might be incurred by the other Party.
- 9.2. Except for the limitation at Clause 9.3 in respect of Clause 9.2.2, nothing in this Agreement shall operate to exclude or limit the liability of either Party to the other for:
- 9.2.1. death or personal injury arising out of negligence; or
  - 9.2.2. damage to real or tangible property caused by either Party's negligence; or
  - 9.2.3. a breach of confidentiality.
  - 9.2.4. damages arising out of a Party's gross negligence, fraud or willful misconduct; or
  - 9.2.5. for any other liability that cannot be excluded or limited by law.
- 9.3. in respect of all other claims, losses or damages, each Party's entire liability to the other Party (however arising) under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious, delictual or statutory), tort or delict (including but not limited to negligence), breach of statutory duty or otherwise shall not exceed the total of the fees paid by the Customer for the Service under the applicable Service Order Form in respect of the 12 (twelve) month period immediately preceding the date on which the liability arises.
- 9.4. These limitations and exclusions on liability apply to the benefit of the Parties, their Affiliates and third parties whose networks are affected.
- 9.5. The Customer agrees to indemnify, defend and hold the Supplier, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties for (i) bodily injury or death or damage, loss or destruction of any real or personal property (including without limitation the property of Supplier), which third party claims arise out of or relate to the Customer's negligence or willful misconduct, (ii) infringement or misappropriation by the Customer of any Intellectual Property Rights under this Agreement, or (iii) the Customer's or its customer's use of the Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious, delictual or illegal conduct.

- 9.6. The Parties agree that the limitation of liability provisions set out in this Clause 9 shall survive the termination of the Agreement.
- 9.7. Except as otherwise expressly provided in this Agreement, the Supplier does not make, and hereby disclaims, any and all warranties or conditions, express or implied, including but not limited to any and all warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose.

## 10. Confidentiality

- 10.1. The Parties agree that each of them undertakes to maintain and preserve Confidential Information, in the same manner they would do with their own confidential information, and not to engage in any of the following activities without the prior written consent of the other Party:
  - 10.1.1. To reproduce, transmit or copy by any means Confidential Information.
  - 10.1.2. To use it for purposes other than as provided for in this Agreement.
  - 10.1.3. Except as provided for in this same Clause, to disclose or make Confidential Information available to persons other than their Affiliates, officers, directors, employees, agents or representatives (such Party's **Representatives**) who need to know such Confidential Information for the negotiation, implementation or performance of this Agreement. To this end, both Parties shall advise their Representatives of the confidentiality obligations provided for in this Clause.
- 10.2. The Parties agree that information will not be deemed to be confidential for purposes of this Agreement, provided the following conditions are met:
- 10.3. That prior to the date of disclosure of such information by the other Party, it was already in either one of the receiving Party's possessions by having been independently developed by the latter, based on its own research; or
  - 10.3.1. That the information is in the public domain or becomes of the public domain
  - 10.3.2. That the information is disclosed by a third party who has lawfully obtained the information from sources other than the Parties to this Agreement without duty of confidence; or
  - 10.3.3. That the information was in the Party's possession prior to the signing of this Agreement and not subject to or deemed to be confidential under confidentiality agreements signed between the Parties.
- 10.4. It is hereby understood that the Parties may disclose confidential information to such Representatives who have an immediate and direct need to know such information for purposes directly related to this Agreement, in which case such persons will be subject to the provisions of this Clause and the Party disclosing the information shall be liable for any damages that may be caused by such employees or third parties to whom the information has been disclosed.
- 10.5. Nothing herein shall prevent a Party from disclosing Confidential Information (i) upon the order of any court or administrative agency, (ii) as required by law or upon the request or demand of, or pursuant to any regulation of, any regulatory agency or authority, (iii) to the extent reasonably

required in connection with the exercise of any remedy hereunder, (iv) to a Party's legal counsel or independent auditors, (v) to the extent necessary, to the operator or administrator of the Network or such other telecommunications system that is used to provide the Services; and (vi) to any past or current lender, financier, funder, shareholder or Permitted Assignee as reasonably required in connection with any past or current loan, financing, funding, shareholding or assignment, provided that such third party is not a Denied Person or an international public telecommunications network operator. Notwithstanding the foregoing, in the event that a Party intends to disclose any Confidential Information pursuant to clause (i) or (ii) of the preceding sentence, such Party agrees to (a) provide the other Party with prompt notice before such disclosure in order that such other Party may attempt to obtain a protective order or other assurance that confidential treatment will be accorded such Confidential Information and (b) cooperate with such other Party in attempting to obtain such order or assurance

## 11. Intellectual Property Rights

Trademarks, inventions, patents, copyrights, registered designs and/or other Intellectual Property shall remain in the ownership of the Party originating the same and nothing herein shall confer or be deemed to confer on either Party any rights or licenses in the Intellectual Property of the other Party. **"Intellectual Property"** or **"IP"** means all intellectual and other property rights in information, Confidential Information, software, software documentation, inventions, ideas, patents, business methods, marketing concepts, trade secrets, industrial rights, improvements or discoveries, regardless of whether copyrightable or patentable, and in whatever form or media and including all the embodiments thereof whether tangible or intangible.

## 12. Force Majeure

- 12.1. Neither Party shall be liable for any breach of this Agreement caused by, acts of war or military operations, acts of God, earthquake, hurricanes, flood, fire, insurrection or civil disorder, cable cut, 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 to the extent that such events or circumstances are beyond the reasonable control of the relevant Party (and could not have been reasonably prevented or avoided) and any such event of circumstance is a Force Majeure.
- 12.2. The Party initially affected by a Force Majeure shall promptly notify the other detailing the estimated extent and duration of its inability to perform or delay in performing its obligations under this Agreement (such notice shall include evidence of the effect of the Force Majeure event on the obligations of the Party providing the notice) (force majeure notification).
- 12.3. Upon cessation of the effects of a Force Majeure the Party affected by the Force Majeure shall promptly notify the other Party of such cessation.
- 12.4. If as a result of a Force Majeure, the ability of a Party to perform its obligations under this Agreement is affected, the affected Party shall perform those of its obligations that are not affected

by the Force Majeure. In performing such unaffected obligations, the affected Party 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 Party. The Party not affected by a Force Majeure event may, if the event persists for more than 60 days, terminate this Agreement without further liability.

## 13. Resolution of Disputes

- 13.1. Any dispute, controversy or claim, whether based on agreement, tort, statute, fraud, misrepresentation or any other legal theory between or among the Parties arising out of or relating to this Agreement, or the breach, termination, interpretation, construction or validity thereof, and any claim for damages or rescission or for fraud in the inducement to enter into this Agreement ("Dispute"), shall be resolved in accordance with this clause 13. The Parties agree to establish an internal hierarchy to facilitate resolution of Disputes as set forth below.
- 13.2. Level 1 Review. The project manager for each of the Parties who is responsible for the day-to-day aspects of the subject matter of the Dispute shall discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto ("Level 1 Review").
- 13.3. Level 2 Review. Upon the written request of either Party's project manager, a senior level representative representing each Party, shall hold ad hoc meetings and/or informal discussions for the purpose of resolving such Dispute ("Level 2 Review"). Such designated persons shall meet in person, or by telephone, as often as they reasonably deem necessary in order to gather from and furnish to the other Party all information with respect to the Dispute which they believe to be appropriate and germane in connection with its resolution. Such designated persons shall discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto within thirty (30) calendar days.
- 13.4. Arbitration. If the Disputes cannot be resolved in Level 1 Review or Level 2 Review, such Dispute shall finally be settled under the arbitration rules of the Cairo Regional Center for International Commercial Arbitration. The arbitral tribunal shall consist of 3 (three) Arbitrators. The arbitration tribunal shall conduct its sessions in the city of Cairo, and the arbitration language shall be the English language. The Parties agree that the award of the Arbitrators should be final and binding. No Arbitrator shall be related to or employed by or have any material business relationship with any Party.
- 13.5. Consolidation of proceedings. Each Party shall, at the other Party's reasonable request and subject to agreement of the first-mentioned Party, make reasonable efforts to consolidate or join any negotiation, mediation or arbitration that is provided for in this clause 14 with any related proceedings: (a) involving a third party; (b) to which either Party is or will be a party; and (c) in which one or more issues (whether of fact or law or fact and law) are so closely connected with the first-mentioned proceedings that it is or would be expedient for them to be resolved in the same proceedings

## 14. Severability

The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of the remaining provisions

## 15. No Publicity

- 15.1. Neither Party may use the name, logos, trademarks, service marks, or other proprietary identifying symbols of the other Party in any press release, public statement, advertising, signage, marketing materials, brochures, or other materials in any medium without the other Party's prior written consent.
- 15.2. All proposed media releases and public announcements by either Party relating to this Agreement or the subject matter of this Agreement, including, without limitation, promotional or marketing material (but not including any announcement solely for internal distribution or any disclosure required by legal, accounting or regulatory authorities beyond the reasonable control of the Party), shall be coordinated with, and shall not be made until and unless approved by, the other Party in writing before the release thereof.

## 16. Applicable Regulations

- 16.1. The Parties acknowledge that this Agreement and some or all the Services or Service Charges provided hereunder may be subject to review by certain regulatory bodies (the "Regulatory Bodies"). If specific regulatory action by the Regulatory Bodies has the effect of altering the terms and conditions of this Agreement to such an extent that either Party's full performance of its obligations under this Agreement is made impossible, Clause 12 shall apply, and the Parties shall negotiate in good faith a mutually agreeable alternate relationship within ten (10) days of such notice.
- 16.2. Furthermore, this Agreement shall be subject to the terms and conditions of the First Party's License and the Telecommunications Law, whereby in the event of any discrepancy between the provisions of this Agreement and the terms and conditions of the First Party's License and/or the Telecommunications Law, then the First Party's License and/or the Telecommunications Law will prevail.
- 16.3. In the event that Egypt's National Telecommunications Regulatory Authority decides to impose any regulatory charges in relation to the Services provided by the First Party to the Customer, the First Party shall invoice the Customer for such regulatory charges along with submission of documentary evidence for purposes of claiming reimbursement from the Customer, and the Customer shall pay such invoice subject to and in accordance with the terms of Clause 6 above.

## 17. Insurance

- 17.1. Each Party shall, at its own expense, procure or cause to be procured and maintain in full force and effect all insurance necessary or reasonably prudent in respect of its own personnel's physical injuries

and damages, and damages to equipment, system and properties, in accordance with its normal practice

17.2. In the event a claim against above mentioned insurance becomes necessary, the Parties shall assist and cooperate with one another to promptly take up the matter with the insurance company.

## 18. Relationship of the Parties

As a result of this Agreement, the relationship between the Parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. Parties in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof. Except as otherwise expressly agreed in writing between the Parties, each Party shall be responsible for its own costs incurred in performing its obligations under this Agreement

## 19. Amendments

No variation, amendments or waiver of any provision of this Agreement shall have effect unless the same is agreed to in writing by the Parties.

## 20. Waiver

The failure of either Party to enforce or to exercise at any time or for any period of time any term or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

## 21. Entire Agreement

This Agreement represents the entire understanding of an agreement between the Parties in relation to the subject matter of this Agreement and, unless otherwise agreed in writing, supersedes all previous understandings, commitments agreements or representations whatsoever, whether oral or written, in relation to the subject of this Agreement. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under this Agreement) and that Party's only remedies shall be for breach of contract as provided in this Agreement.

## 22. No Third-Party Rights

Except as expressly set forth in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of the terms of this Agreement. Notwithstanding the foregoing sentence, the Parties shall have the right to vary or rescind this Agreement or any term of it without obtaining the consent of any third party. Any rights that are

granted to a third party to enforce a term of this Agreement shall be subject to the other terms and conditions of this Agreement that are relevant to the enforcement of the term, including the limitations of liability and dispute resolution provisions of this Agreement. For the avoidance of doubt, the Parties shall each negotiate exclusively with respect to any dispute involving the enforcement of a third party right unless and until such time as arbitration is commenced in accordance with Clause 22

## 23. Governing Law and Dispute Resolution

This Agreement, and non-contractual obligations arising from it, or any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Egypt.

## 24. Survival

No termination or expiration of this Agreement shall affect the rights or obligations of a Party pursuant to any provision of this Agreement that, by its sense and context, is intended to survive termination.

## 25. Subcontracting

Each Party acknowledges and agrees that the other may fulfil its obligations under this Agreement through its Affiliates or subcontractors. Each Party shall remain liable for the performance of its obligations under this Agreement irrespective of whether any subcontract or delegation of such obligation is made to a third party or an Affiliate.

## 26. Pre-Approvals

This Agreement shall not come into force, before completion security and regulatory approvals including but not limited to the National Telecommunication Regulatory Authority "NTRA", registration and/or filing procedures, the Agreement shall enter into force upon the date of such approval.

Services provided under this Amendment are subject to the Governmental authorities' approvals

## 27. Data Protection

- 27.1. Both parties agree that they will duly observe all their obligations under any applicable data protection and privacy legislation which arise in connection with this Agreement.
- 27.2. The Supplier will have in place adequate technical and organizational security measures so that the confidentiality of this processing complies with the applicable data protection and privacy legislation, and Customer will:
  - 27.2.1. comply with, and its acts or omissions will not cause supplier to be in breach of the data protection and privacy legislation or other applicable law or regulation as they may be
  - 27.2.2. obtain adequate consents from its customers and employees, including for transfers of personal data; and
  - 27.2.3. be responsible for the instructions it may give to the Supplier regarding the processing of personal data. The Supplier will act on those instructions as reasonably necessary for the provision of Service.
- 27.3. For the purposes of this Clause "personal data", "data processor" and "processing" shall have the meanings ascribed to them under the applicable data protection and privacy legislation

## 28. Anti-Corruption and Compliance

28.1. It shall be a condition of this Agreement that each Party shall always:

28.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("Relevant Requirements").

28.1.2. have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

28.1.3. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by a Party in connection with the performance of this Agreement.

28.2. Neither Party shall do any act or omit to do anything which would cause the other Party to commit an offence under the Relevant Requirements.

28.3. Each Party will indemnify the other against any loss or damage suffered or incurred by the other because of breach of clause 28.

28.4. Breach of clause 28 will constitute a material breach of this Agreement.