



Qatar Satellite Company “Es'hailSat”

Service Interruption Credit Policy

Version: QSC/INT-COMM01/2023/1.0

Date: 18th June 2023

Mr. Ali Al-Kuwari

President & CEO

Description	Name	Title
Author	Raghid Shanti	Senior Manager, Sales.
Reviewer No.1	Mohamed Al Sayed	Executive Director, Sales.
Reviewer No. 2	Maryam Al Kuwari	General Counsel, Legal.

Version Control

Version	Changes	Date	Author
2023/V1.0	Initial Document	18 th June 2023	Raghid Shanti

Purpose

The objective of this Policy is to establish a comprehensive Interruption Credit Policy for retail customers of Qatar Satellite Company, known as Es'hailSat. The purpose of this Policy is to outline the Compensation Scheme implemented by Es'hailSat to ensure that Customers who experience a loss or disruption in their Service are automatically compensated.

The policy aims to define the procedures and guidelines for determining the appropriate compensation that Es'hailSat will provide to affected customers in the event of Service deprivation or interruption. The compensation scheme will be designed to address any inconvenience caused to customers due to the interruption of their Service.

By implementing this Policy, Es'hailSat seeks to demonstrate its commitment to customer satisfaction by offering appropriate compensation to those who have been adversely affected by service interruptions. This Policy ensures that affected Customers receive fair and timely compensation for any inconvenience caused by the interruption or deprivation of the service.

The specific details of the Compensation Scheme will be outlined within this Policy, including the eligibility criteria for compensation, the calculation methods for determining the amount of compensation, and all the relevant exclusions.

The Policy is designed to provide transparency, clarity, and consistency in the compensation process. Overall, this Interruption Credit Policy aims to establish a fair and efficient mechanism through which Es'hailSat can compensate its Customers for any Service interruptions or deprivations they may experience, thereby upholding Es'hailSat's commitment to delivering high-quality and reliable Services to its valued Customers.

Definitions and Interpretations

For the purpose of this document, the following terms shall have the meanings ascribed to them below:

“**Affected Party**” means a Party affected by a Force Majeure Event.

“**Affiliate**” means with respect to one of the Parties, an entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of any person, whether through the ownership of voting securities or by contract or otherwise.

“**CRA**” means Qatar Communications Regulatory Authority and its successors and assigns.

“**Customer**” refers to any entity that is a party to an Agreement with Es'hailSat for the procurement of the Services provided by Es'hailSat as a Satellite operator and Service provider.

“**Customer-Provided Facilities**” means any Earth Station or other Equipment provided by the Customer and approved by Es'hailSat, including without limitation hardware and software, owned, used, or controlled, by Customer or its Affiliates to facilitate for the use of the Service.

“**Day**” refers to a period of 24 consecutive hours starting from midnight and ending at the subsequent midnight, unless otherwise specified within the context of this Policy.

“**Earth Station**” means the antennas, switching facilities and related Equipment that form a link between the satellite and terrestrial network(s).

“**Equipment**” means any required equipment, including tools, systems or facilities, provided by Es'hailSat, its suppliers, the Customer, or its Affiliates and used directly or indirectly in the supply or facilitate for the use of Services.

“**Es'hailSat Ground Facilities**” means all terrestrial facilities, infrastructures, networks owned, leased or operated by Es'hailSat or by third parties under contract with Es'hailSat which allow the provision of Services.

“**Es'hailSat Network**” means all or any part of the terrestrial or satellite-based communications networks or Es'hailSat Ground Facilities over which Services are provided, whether directly or indirectly owned or operated by Es'hailSat or any of its Affiliates, or via or in conjunction with third parties.

"Es'hailSat Space Segment" means in-orbit satellites and all other related infrastructure supporting the operation of those satellites, owned, leased or operated by or on behalf of Es'hailSat.

"Force Majeure" means, without limitation, an event or circumstance beyond the reasonable control of an Affected Party, including an act of God, earthquake, hurricane, snowstorm, fire, flood, storm, volcanic event, solar event, malicious damage, war (whether declared or undeclared), terrorism, riot, insurrection, civil commotion, national emergency, power shortage, strike, lock out or labor dispute, epidemic, quarantine, contamination, embargo, compliance with a law or governmental order, rule, regulation or direction (other than as a result of an act or omission by the Affected Party), Earth Station sun outage, meteorological or astronomical disturbance, externally caused transmission interference or failure, jamming, satellite collision, satellite anomaly, satellite failure, satellite launch failure or delay, or satellite malfunction, action or inaction of any government or competent authority, which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the Affected Party.

"Governmental Body" means any nation, sovereign, government, federal, state, local or other governmental authority or regulatory body entitled to exercise any administrative, executive, judicial, legislative, police or regulatory power in any jurisdiction.

"Ground Facilities" means any Earth Station facilities or other Equipment located on earth for the provision of Services.

"Ground Service" means the service provided through Ground Facilities owned by Es'hailSat or the Customer.

"Operational Requirements" means any and all of the technical specifications required for the provision of the Service.

"Pre-emption" means the right of Es'hailSat to suspend or to terminate the Service in order to restore a priority service the Agreement between the Parties.

"Satellite" means an object located beyond the Earth's atmosphere that is used for radio communications which is owned, leased and/or operated by or on behalf of Es'hailSat, any of its Affiliates, the Customer, or any of its Affiliates now or in the future, including subsequent generation satellites.

"Space Segment" refers to the total Satellites capacity, represented in a range of frequencies used to provide the service. The satellite capacity is a component of the full service, and is part of the centralized infrastructure owned, leased, and/or operated by or on behalf of Es'hailSat, any of its Affiliates, the Customer, or any of their respective

Affiliates. The purpose of the Space Segment is to support the operation of the Services as per the Agreement between the Parties.

"Service(s)" means the provision of either, (i) Capacity only, (ii) Ground Service only or (iii) Capacity with an associated Ground Service (iv) Terrestrial Services (v) or any ancillary Services that are provided by Es'hailSat pursuant to the Agreement between the Parties.

"Service Charges" refers to the fees that the Customer is required to pay Es'hailSat as consideration for the provided service as specified in the service order.

"Service Order" means the document setting out, among other things, the technical and commercial specifications of the Service, together with any annexes or other additional contractual documents.

"Service Order Period" means the duration of the Service between the Service Start Date and the Service End Date.

"Tax" means all kinds of taxes, income tax, value-added tax, sales tax, fees, goods and service tax, or similar taxes (collectively, "VAT"), levies, duties, costs, withholdings, deductions, imposts, or charges of equivalent effect imposed on by any Governmental Body, whether collected by withholding or otherwise.

General Availability

The general availability of a Satellite Service refers to the overall accessibility and reliability of the Service for users. It indicates the extent to which the Satellite Service is operational and can be utilized by customers or end-users. The availability of a Satellite Service is typically measured as a percentage, representing the amount of time the Service is accessible and functioning properly within a given period.

There are no guarantees, but our target is to achieve 99% availability, with a minimal downtime and Service interruptions for various applications such as telecommunication, and broadcasting.

1. The Service provided by Es'hailSat, as well as the functioning of the Es'hailSat Space Segment and Ground Facilities, are governed by the Agreement between Es'hailSat and the customer as well as the relevant national and international laws, conventions, regulations, licenses, and authorizations.
2. Es'hailSat provides a Capacity Management Centre (CMC) capable of monitoring the Received Signal Power of the Service on a continual basis to produce a computerized record of the RF characteristics of the Service.
3. If a service interruption is detected by CMC, then CMC will initiate and co-ordinate the corrective measures.

Service Interruption Credit

When there is a Service Interruption, which refers to a disruption in the provision of the Satellite Service, resulting from the unavailability or inadequate performance of the Service as specified in the Agreement between Es'hailSat and the Customer, a credit called the "Interruption Credit" may be applicable. This credit serves as compensation to the Customer for not being able to utilize the service caused by the interruption during the interruption period. The Interruption Credit is designed to be on a pro-rata basis to offset any unutilized service during the period of the Service Interruption by the customer. The eligibility for the Interruption Credit is determined based on the terms outlined in this Policy. The credit is provided as a means of fair and equitable resolution, ensuring that the Customer receives appropriate compensation for the impact of the Service interruption. The specific conditions, duration, and calculation of the Interruption Credit are detailed in the Agreement to provide clarity and transparency in the resolution process.

Service Interruption Credit Calculation Scheme

1. Subject to the conditions listed in this Policy, Es'hailSat may grant the Customer an Interruption Credit equal to the pro rata amount of Service Charges due under the relevant Service Order(s) for the duration of the Service Interruption.
2. If, during the relevant Service Order Period and in accordance with the provisions outlined in the Agreement between Es'hailSat and the Customer, the Service is unavailable for fifteen (15) or more consecutive minutes, it shall be considered as an interruption of service (referred to hereinafter as the 'Service Interruption'). A Service Interruption shall commence when the Service fails to meet its specifications as per the Agreement between Es'hailSat and the Customer, as demonstrated by documentary evidence and confirmed by Es'hailSat.
3. A Service Interruption will cease either when Es'hailSat informs the Customer that the Service has been restored to the specifications outlined in the technical annexes of the relevant Service Order(s).
5. In case of any Service Interruption, the Customer will immediately notify Es'hailSat, who will make their best efforts to identify the cause.
6. Any Interruption Credit granted to the Customer will be offset by Es'hailSat against the next invoice under the relevant Service Order(s) or any outstanding balance due for payment to Es'hailSat by the customer.
7. A Credit of Interruption will be the Customer's sole and exclusive remedy for any Service Interruptions.
8. In the event where a customer is entitled to an Interruption Credit, Es'hailSat will deduct any Taxes or fees that are/were applicable for the Service.

9. A Service Interruption will not be considered for periods when technical and operational measurements have been conducted, as specified in the technical annexes of the applicable Service Order(s).

Exclusions

1. The calculation of the Annual Availability Rate does not take into account interruptions or deterioration of the supply of the Capacity and/or the Ground Service resulting, directly or indirectly, from Force Majeure, meteorological disturbances, from atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes), or preventive maintenance operations carried out after prior notice to the Customer.
2. A Customer is not entitled to any Interruption Credit should the Service Order deemed terminated as a result of a definitive Pre-emption.
3. A Customer is not entitled to any Interruption Credit if the service is interrupted as a result of Es'hailSat fulfilling any applicable national or international laws, conventions, regulations, licenses and authorizations.
4. The customer is not entitled to any Interruption Credit should the service be interrupted as a result of service migration or transfer.
5. Es'hailSat shall not be liable for any Service Interruption or other unavailability or under-performance of the Service resulting, directly or indirectly, from:
 - a. failure, breakdown, loss or destruction of the Satellite for reasons not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - b. failure, breakdown, malfunctioning, loss or destruction of the Equipment and/or the software used for monitoring, maintaining or controlling the Satellite, if said failure, breakdown, malfunctioning, loss or destruction is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - c. failure, breakdown, malfunctioning, loss or destruction of the Equipment and/or the software used to provide the Ground Service, if said failure, breakdown, malfunctioning, loss or destruction is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - d. atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes);
 - e. jamming, modification or modulation of the transmit frequencies of the Satellite (in the uplink and/or downlink), if said jamming, modification or modulation is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - f. any act or omission of the Customer.

6. The Customer is not entitled to any Interruption Credit should a Service interruption occur as a result of migration to an alternative capacity provided successfully in accordance with the Agreement between the Parties and the Service Order.
7. The Customer will not be entitled to any Interruption Credit if any service interruption has occurred as a result of the Customer not abiding to its obligation under the Agreement between the Parties.
8. During any of the below interruptions cases, the Customer shall be liable for the payment of all related Service Charges, and such interruptions shall be deemed attributable to the Customer and the Customer will not be entitled to any Interruption Credit as a result of such interruptions, if:
 - a. Customer causes harmful interference to, or otherwise negatively impacts the operation and/or provision of services within the Es'hailSat network or its adjacent satellites
 - b. Customer causes damage to or degradation of the network's integrity or security. In the event that the Customer does not comply with the foregoing, Es'hailSat reserves the right to suspend the Customer's access to the Service under the relevant Service Order(s).
9. The customer shall not be entitled to any Interruption Credit if:
 - a. Customer does not pay the Service Charges in accordance with the Agreement between the parties and the relevant Service Order(s) and such Service Charges remain unpaid for more than fifteen (15) days after Es'hailSat notifies Customer of such non-payment;
 - b. Customer violates any provision of (I) the Agreement between the Parties, specifically including the obligation contained in Articles regarding unlawful transmissions, or (II) the Service Order, and does not cease such violation immediately upon notification from Es'hailSat;
 - c. Customer otherwise breaches the Agreement between the Parties or the Service Order(s) and does not cure such breach within seven (7) days after Es'hailSat gives notice of such breach;
 - d. Customer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation, or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due;
 - e. There is a change in the ownership or control, including nationalization, of Customer that is likely to have a material adverse effect on Es'hailSat's interests. The customer shall not be entitled to any Interruption Credit for service interruption as a result of the above.

10. Customer shall not be entitled to any Interruption Credit if the service is interrupted as a result of the below and during any of said interruption of Service(s), no indemnity whatsoever shall be due by Es'hailSat and the Customer shall be liable for the payment of all Service Charges hereunder and these interruptions shall be deemed attributable to the Customer, if:
- a. If customer transmission violates international public order, national public order or the laws of the countries or territories in respect of which said transmission is accessible or transmitted, or is considered unlawful in any way whatsoever from any competent public authority (including notably any judgement or regulatory authority such as the CRA); and/or
 - b. If any relevant license, authorization, convention or declaration in respect of any of customer transmission or programming is revoked, provisionally suspended, or no longer in effect; and/or;
 - c. If the activity of the Customer and/or its customer(s) is deemed to be illegal; and/or
 - d. If the activity of the Customer and/or its customer(s) is deemed to be against the interests of the society; and/or
 - e. The activity of the Customer and/or its customer(s) is deemed to be used for spreading any kind of hate speech and/or causing unrest within the society; and/or
 - f. If the activity of the Customer and/or its customer(s) is deemed to be used for banned &/or criminal activities or terrorism and/or used for the benefit of criminals, terrorists &/or banned outfits; and/or
 - g. If the Customer and/or any of its customers become subject to, or is directly or indirectly controlled by any entity which becomes subject to, restrictive measures under any applicable national or international regulation and/or sanction; and/or
 - h. If, as a direct or indirect result of said transmission Es'hailSat becomes subject to, or would, in Es'hailSat's reasonable judgement, become subject to, any civil, administrative or criminal action, that may result in sanctions, fines, damages or other liability and/or the revocation or withdrawal of any authorizations, permits or licenses granted to Es'hailSat in connection with the provision of the Service(s).
11. The customer is not entitled to any Interruption Credit as a result of service suspension where Es'hailSat has the right to suspend the service in accordance with the Agreement between the Parties or Service Order.
12. The customer is not entitled to any Interruption Credit as a result of service Termination where Es'hailSat has the right to Terminate the service in accordance with the Agreement between the Parties or Service Order.

13. The customer shall not be entitled to any Interruption Credit if the Service is interrupted as a result of a Force Majeure.

Customer Support

The process below is applicable in the case that the Customer experiences a Service Interruption without being automatically compensated as per the Policy within thirty (30) days:

1. Notification: The affected Customer which considers it is eligible for a compensation must promptly notify Es'hailSat of the service interruption or deprivation. This can be done through the designated customer support channels provided by Es'hailSat which include the following:
 - 1) Account Manager
 - 2) CMC
 - 3) An e-mail to the Sales Department: sales@eshailsat.qa
2. Claim Form: Es'hailSat will provide a standardized claim form specifically designed for the Interruption Credit Policy. The Customer must complete the form accurately, providing all the necessary details related to the service interruption, including the date, time, duration, and any relevant supporting documentation.
3. Documentation: In the case we are unable to verify the interruption from our end, the Customer should provide supporting documentation that validates the Service interruption.
4. Submission: The completed claim form, along with the supporting documentation, should be submitted to Es'hailSat through the designated channel specified by the company. This may involve submitting the form electronically via email.
5. Review and Evaluation: Es'hailSat will thoroughly review the submitted claim and evaluate its eligibility for compensation based on the criteria outlined in the Interruption Credit Policy. This may involve investigating the cause and duration of the service interruption to validate the customer's claim.
6. Compensation Determination: Once the claim has been reviewed, Es'hailSat will determine the appropriate compensation based on the established guidelines within the Interruption Credit Policy.
7. Notification of Outcome: Es'hailSat will notify the Customer of the outcome of their claim in a timely manner. The communication will detail the approved compensation, the rationale behind the decision, and any further steps required for the Customer to receive the compensation.
8. Compensation Disbursement: If the claim is approved, Es'hailSat will initiate the compensation disbursement process. The customer will be provided with

information on how the compensation will be provided as per the terms of the Policy.

9. Customer Support: Es'hailSat's Customer support team will remain available to address any queries or concerns related to the claim process. Customers can seek assistance from the support team if they require clarification or further information regarding their claim or compensation or have any other complaints related to Service Interruption. We can also specify the timings for our Customer Support Line.