

Resale Terms and Conditions for Google Workspace

These Terms and Conditions (the “Agreement” or “Terms”) apply to Google Workspace subscriptions offered by Oman Telecommunications Company SAOG (“Omantel”).

This Agreement is entered into between the legal entity identified during registration, ordering or subscription (the “Client”, “you” or “your”) and Omantel, acting solely as a reseller of the Services (“Omantel”, “we”, “us” or “our”), each a “Party” and together the “Parties”.

Google Workspace is a third-party cloud service supplied and operated by Google and made available to the Client by Omantel solely in its capacity as a reseller. Omantel does not own or operate the underlying Google Workspace service.

By ordering or using the Services, the Client accepts this Agreement.

1.0 Definitions and Interpretation

- 1.1 **“Admin Account”** means the administrator account used by the Client to configure and manage the Services and End User Accounts.
- 1.2 **“Applicable Law”** means all laws, regulations, regulatory requirements and binding directions applicable to a Party or the Services as amended from time to time.
- 1.3 **“Billing Cycle”** means the monthly frequency at which charges are invoiced for the Services, regardless of whether the selected Commitment Term is monthly or annual.
- 1.4 **“Client Data”** means data, content, communications, files and information submitted to, stored in or processed through the Services by or for the Client or its End Users.
- 1.5 **“Commitment Term”** means the minimum subscription commitment selected in the Order, with its applicable duration, renewal and cancellation conditions as published by Omantel on its website or otherwise stated in the applicable Order.
- 1.6 **“Domain”** means the internet domain name owned or controlled by the Client and used to activate and operate the Services.
- 1.7 **“End User”** means an individual authorized by the Client to use an End User Account.
- 1.8 **“End User Account”** means a Google Workspace user account assigned to an End User.
- 1.9 **“Google”** means the applicable Google contracting entity and its affiliates that provide the underlying Google Workspace service.
- 1.10 **“Google Terms”** means Google’s then-current terms, service-specific terms, acceptable use policy, data processing terms, service level agreement and other policies applicable to the Services as amended from time to time.
- 1.11 **“License” or “Seat”** means the right assigned to one End User to use the selected Plan during the Subscription Term.
- 1.12 **“Order”** means the accepted order form, proposal, online submission or other ordering record that identifies the Plan, License quantity, Commitment Term, monthly Billing Cycle, fees and any special terms.
- 1.13 **“Plan”** means Google Workspace Business Starter, Business Standard or Business Plus, or another edition expressly offered by Omantel.

- 1.14 **“Services”** means the Google Workspace subscriptions resold by Omantel and any expressly included Omantel fulfilment or support services.
- 1.15 **“Subscription Term”** means the period from activation until expiry or termination of the Services, including renewals.

2.0 Representations and Warranties

- 2.1 Each Party represents and warrants that it has authority to enter into this Agreement.
- 2.2 The Client acknowledges that the Services are resold by Omantel solely for use by the Client and its End Users; Omantel and Google are independent contractors, and Omantel is not Google’s agent, partner or joint venturer; and the Client purchases the Services in reliance solely on Google’s specifications and not on any statement, document or specification provided by Omantel.
- 2.3 The Services are offered to legal entities and business customers. The Client further represents and warrants that it is duly established, validly existing and authorized to conduct business in the Sultanate of Oman, and that the person accepting these Terms or submitting an Order has full legal authority to bind the Client.
- 2.4 The Client shall ensure that all information included in or supplied in connection with an Order is complete, accurate and capable of verification. Omantel may request reasonable supporting information, including commercial-registration details, authorised-signatory identification, billing information, customer contact details and evidence of authority.
- 2.5 Omantel may reject, suspend or delay an Order if required information is incomplete, inaccurate, cannot be verified, or if acceptance would breach Applicable Law, Google requirements or Omantel policy.

3.0 Scope of the Services

- 3.1 Omantel’s role is limited to reselling the Services, arranging provisioning of the Plan and License quantity stated in the Order, and providing only those Omantel fulfilment or support services expressly stated in the applicable Order. Available Plans at launch are Business Starter, Business Standard and Business Plus. The scope, availability, features, storage, usage limits, functionality, technical operation, service levels and changes applicable to the underlying Google Workspace services are determined by Google, may vary by Plan or from time to time, and are subject to the Google Terms.
- 3.2 The Services are provided as a standalone resale offer. Unless expressly stated in the Order, the Services do not include internet connectivity, Domain registration, data migration, managed administration, configuration, training, on-site support, professional services, third-party applications, Google Voice, security add-ons or custom service levels.
- 3.3 Where Omantel provides a link to a third-party Domain registrar, the Domain purchase is a separate transaction between the Client and that provider. Omantel is not responsible for the Domain purchase, renewal, availability, pricing, or the acts or omissions of that provider, and third-party dependencies may affect provisioning or activation.
- 3.4 An Order confirmation acknowledges receipt of the Order only. Omantel does not control, operate or maintain the underlying Google Workspace services, provide support for them beyond its expressly stated reseller role, or guarantee their availability. Provisioning or activation may be affected by Google or third-party dependencies. The Services will become active only once provisioning has been completed and Omantel has notified the Client.
- 3.5 Activation is complete only when Omantel or Google confirms that the Services are provisioned. Billing begins only on the activation date or other billing trigger stated in the Order.

4.0 Google Terms and Third-Party Service

- 4.1 The Google Workspace services identified in an Order are provided and licensed by Google. The Client's and its End Users' access to and use of those services are subject to the applicable Google Terms. The Client shall accept, and shall ensure that its End Users comply with, the Google Terms. The Google Terms constitute a direct agreement between the Client and Google, to which Omantel is not a party and by which Omantel is not otherwise bound. Acceptance of the applicable Google Terms is a condition of the Client's access to and continued use of Google Workspace.
- 4.2 If the Client fails to comply with the applicable Google Terms, Omantel may decline to process the relevant Order or may suspend or cease providing the affected Services, to the extent reasonably necessary because Google has not activated, has suspended, or will not continue providing the relevant Google Workspace services.
- 4.3 The Google Terms govern the Client's and its End Users' access to, permitted use of, and operation of the underlying Google Workspace services. This Agreement and the applicable Order govern the commercial relationship between Omantel and the Client, including ordering, pricing, invoicing, payment and any Omantel fulfilment or support services or other obligations expressly undertaken by Omantel.
- 4.4 If there is an irreconcilable conflict:
- (i) the Google Terms shall prevail solely to the extent the conflict concerns access to, permitted use of technical operation of, or restrictions applicable to the underlying Google Workspace services; and
 - (ii) this Agreement and the applicable Order shall prevail to the extent the conflict concerns the relationship between Omantel and the Client, including charges, invoicing, payment and obligations expressly undertaken by Omantel.
- 4.5 Except for any rights expressly made available under the Google Terms, neither this Agreement nor any Order grants the Client any right, title or interest in or to Google Workspace or any intellectual property belonging to Google or its licensors. Omantel does not grant, and has no authority to grant, rights in Google Workspace beyond those made available by Google under the Google Terms.

5.0 Domain Verification and Order Controls

- 5.1 The Client represents that it owns, controls, or is duly authorized to use the Domain. The Client shall complete Google's Domain verification, and any DNS configuration required for activation. If the Client cannot verify the Domain, the Services may not be activated, and the Order may be cancelled or delayed.
- 5.2 Purchase limits, minimum quantities and eligibility rules shown in the applicable sales channel or Order shall apply. Omantel may require a separate quotation for high-volume Orders.

6.0 Plans, License Quantities and Administration

- 6.1 Each License is intended for one End User. The Client shall not permit more End Users to use the Services than the number of valid Licenses purchased.
- 6.2 The Client is responsible for assigning and removing End User Accounts, administering access, maintaining administrator roles, and ensuring that only authorized persons use the Services.
- 6.3 All Licenses under the same Google Workspace Domain are generally managed as one Google Workspace subscription. A Plan change for a Domain may therefore apply to all Licenses under that Domain, subject to Google's technical and commercial rules. The Client must not attempt to purchase a parallel duplicate Plan for the same Domain where Google requires an edition switch or upgrade of the existing subscription.
- 6.4 The available Commitment Terms, including their applicable duration, renewal and cancellation conditions, are those published by Omantel on its website or otherwise stated in the applicable Order.

The Client defines the number of requested Licenses at the time of purchase through Omantel's approved sales or ordering channel (the "Purchased Allocation"). The Purchased Allocation establishes the maximum number of End User Accounts that may be created under the applicable Google Workspace subscription (the "License Cap") and the billing baseline for the subscription. Increases and reductions to the Purchased Allocation are governed by the Upgrades, License Increases and Downgrades section.

- 6.5 The Client is responsible for managing End User Accounts within the License Cap. The Client will be technically restricted from creating End User Accounts that exceed the applicable License Cap within the Google Workspace environment.

7.0 Commitment Terms, Billing Cycles and Renewal

- 7.1 The available Commitment Terms, including their applicable duration, renewal and cancellation conditions, are those published by Omantel on its website or otherwise stated in the applicable Order.
- 7.2 The Billing Cycle for the Services is monthly, regardless of the Client's selected Commitment Term.
- 7.3 Unless the Order states otherwise, subscriptions automatically renew at Omantel's then-current applicable price. Omantel may send renewal reminders as a courtesy. Failure to receive a reminder does not prevent renewal where autorenewal was disclosed and accepted.
- 7.4 For Annual Commitment subscription plans, the Client must submit a non-renewal request through an Omantel-approved channel at least 45 days before the applicable renewal date. The request will be effective only once acknowledged by Omantel. If no valid non-renewal request is received, the subscription will automatically renew for a further commitment term in accordance with the applicable Google subscription plan.

For Flexible (non-commitment) subscription plans, the Client may cancel the subscription at any time through an Omantel-approved channel. The cancellation will be effective from the next Billing Cycle following Omantel's acknowledgement of the request.

8.0 Fees, Invoicing and Taxes

- 8.1 The Client shall pay the fees stated in the Order. Unless expressly stated otherwise, prices are per License, exclude all applicable taxes, and are invoiced monthly in Omani Rials.
- 8.2 Recurring subscription charges will be billed monthly in arrears, based on the services provided during the applicable billing period. The Client shall pay each invoice by its due date under the Client's applicable Omantel account terms (the "Payment Due Date"). All payments to Omantel shall be made without deduction or withholding unless required by Applicable Law. If any deduction or withholding is required, the Client shall increase the payment so that Omantel receives the amount it would have received had no deduction or withholding been required and shall provide Omantel with reasonable evidence that the withheld amount has been paid to the relevant authority.
- 8.3 The Client must notify Omantel in writing of any good-faith payment dispute before the Payment Due Date, identifying the disputed amounts and the basis for the dispute in reasonable detail, and must pay all undisputed amounts by the Payment Due Date. To the extent permitted by Applicable Law, an invoice not disputed in accordance with this process will be treated as accepted for payment purposes. Late payments, excluding amounts subject to a good-faith payment dispute submitted before the Payment Due Date, may bear interest at one and one-half percent (1.5%) per month or the highest rate permitted by Applicable Law, if lower, from the Payment Due Date until paid in full. The Client shall reimburse Omantel for its reasonable collection expenses, including reasonable attorneys' fees where recoverable. Omantel may suspend all or part of the Services for late payment in accordance with the Suspension provision of this Agreement, without limiting its other rights or remedies.

- 8.4 The Client remains responsible for all valid charges associated with activated Licenses, including charges arising from authorized administrator requests, additional Licenses, Plan upgrades, and renewals.
- 8.5 Billing is driven by the Purchased Allocation requested by the Client and recorded through Omantel's approved sales or ordering channel, subject to the applicable Commitment Term, applicable Order, Google subscription rules, and Omantel billing rules, rather than the number of active, assigned, used, modified, removed, or deleted End User Accounts in the Google Admin Console. Modifying, removing, or deleting End User Accounts does not automatically decrease the Purchased Allocation or billing baseline, reduce the monthly invoice total, or entitle the Client to any retroactive refund, credit, or downward billing adjustment, unless required by Applicable Law or expressly agreed in the Order. The process for requesting a reduction is set out in the Upgrades, License Increases and Downgrades section.
- 8.6 Additional Licenses purchased during a Billing Cycle will be invoiced on a prorated basis for the remaining days of that Billing Cycle and will form the new Purchased Allocation and billing baseline for subsequent Billing Cycles, subject to the applicable Commitment Term, applicable Order, Google subscription rules, and Omantel billing rules. For annual Commitment Terms, additional Licenses will be charged in accordance with the applicable Order, Google subscription rules, and Omantel billing rules. The process for requesting additional Licenses is set out in the Upgrades, License Increases and Downgrades section.
- 8.7 Omantel may revise fees at renewal, following a Google or distributor price change, a change in taxes or exchange rates, or as otherwise permitted by Applicable Law. Where required, Omantel will provide prior notice.
- 8.8 Except where required by Applicable Law or expressly set out in the Order, fees paid or accrued are non-refundable.

9.0 Upgrades, License Increases and Downgrades

- 9.1 The Client may request a Plan upgrade, an increase in Licenses, or a change to its Commitment Term through Omantel's approved self-service portal or by contacting the Client's Account Manager, subject to availability, Google rules, and Omantel approval.
- 9.2 An approved Plan upgrade or increase in Licenses becomes effective when activated. Subject to the applicable Commitment Term, applicable Order, Google subscription rules and Omantel billing rules, an approved increase updates the License Cap and the Purchased Allocation, and additional Licenses are prorated for the remainder of the Billing Cycle and form the new billing baseline for subsequent Billing Cycles, as set out in the Fees, Invoicing and Taxes section. For annual Commitment Terms, charges for additional Licenses are determined under the applicable Order, Google subscription rules, and Omantel billing rules.
- 9.3 Unless expressly permitted by the Order or required by Applicable Law, or approved by Omantel and Google, the following are not allowed during an active annual Commitment Term:
- (iii) downgrading to a lower Plan;
 - (iv) reducing the committed License quantity;
 - (v) reducing the Commitment Term; or
 - (vi) cancelling only part of the committed subscription.
- 9.4 Where permitted under the applicable Commitment Term, applicable Order, Google subscription rules and Omantel billing rules, the Client may request a reduction in the Purchased Allocation by first deleting the corresponding End User Accounts in the Google Admin Console to free up capacity and then submitting a formal License reduction request through Omantel's approved channel. A reduction

will update the License Cap and Purchased Allocation only after Omantel confirms the change and will take effect from the next regular Billing Cycle. Deleting, modifying, or removing End User Accounts does not by itself reduce the Purchased Allocation or billing baseline or entitle the Client to any retroactive refund, credit, or downward billing adjustment, as set out in the Fees, Invoicing and Taxes section. For annual Commitment Terms, reductions in committed Licenses remain subject to the restrictions above.

10.0 Client Responsibilities and Acceptable Use

- 10.1 The Client shall use the Services only for lawful internal business purposes and in compliance with Applicable Law and the Google Terms.
- 10.2 The Client shall not, and shall ensure that End Users do not:
- (i) use the Services for unlawful, fraudulent, abusive, or infringing activity;
 - (ii) send spam, malware, or harmful code, or attempt unauthorized access;
 - (iii) interfere with, disrupt, reverse engineer, or circumvent security or usage controls;
 - (iv) resell, distribute, lease, sublicense, or otherwise make the Services available to, or allow use of the Services by, any third party without Omantel's prior written approval; or
 - (v) use the Services in a manner that could expose Omantel, Google, their systems, or other users to harm or liability.
- 10.3 The Client is responsible for End User activity, licenses, consents, content, retention settings, legal holds, eDiscovery settings, backups, and regulatory obligations applicable to its business.

11.0 Account and Security

- 11.1 The Client is responsible for safeguarding Admin Account and End User Account credentials, enabling appropriate authentication and security controls, maintaining current administrator and recovery details, and promptly removing access for persons who are no longer authorized.
- 11.2 The Client shall promptly notify Omantel through the designated support channel if it suspects unauthorized access, compromised credentials or misuse relevant to Omantel's reseller or billing role. The Client may also be required to contact Google through the Admin Console for product-level security incidents.
- 11.3 Omantel is not liable for loss resulting from the Client's failure to secure or administer its accounts, except to the extent directly caused by Omantel's breach of Applicable Law or this Agreement.

12.0 Client Data

- 12.1 Each Party shall comply with Applicable Law relating to privacy and personal data, including the Oman's Personal Data Protection Law and its executive regulations as amended from time to time.
- 12.2 The Client shall determine what Client Data is submitted to the Services and ensure that personal data is lawfully collected and submitted, including by establishing a lawful basis, providing required notices, obtaining required consents and permissions, having the necessary authority, responding to data subject requests, and configuring retention and access controls.
- 12.3 The underlying Services are operated by Google. Client Data may be processed or stored in locations determined by Google under the Google Terms and applicable data processing terms. Client Data may be hosted outside the Sultanate of Oman unless this is expressly confirmed in writing.
- 12.4 The Client shall assess whether the Services meet any data classification, sector-specific, cross-border transfer, or data residency requirements applicable to it before placing regulated, confidential, or sensitive information in the Services.

- 12.5 To the extent Omantel processes personal data on the Client's behalf in connection with ordering, billing, account administration, fulfilment or Level 1 support, Omantel will process that personal data only to provide those functions and administer the customer relationship, on the Client's documented instructions as reflected in this Agreement and the applicable Order, and as otherwise required by Applicable Law. Omantel will not sell that personal data or use it for unrelated purposes and may disclose it to Google or other service providers only as reasonably necessary to provide the Services or support, administer the customer relationship, or comply with Applicable Law.
- 12.6 Omantel may provide Google with Client contact, account and support information reasonably needed for provisioning, service continuity, support, security incidents, non-standard Orders or service communications. The Client shall ensure that it has the authority to provide such information and, where applicable, obtains the necessary authority from its End Users. Google's communications and use of such information remain subject to the Google Terms and applicable Google privacy terms. This clause grants Google no right to use such information for marketing purposes.

13.0 Support and Service Levels

- 13.1 Omantel will provide only basic Level 1 support through its designated support channels. Level 1 support is limited to receiving and logging incidents, performing basic initial checks based on available information, providing general guidance, and directing the Client to relevant self-service resources or the Google Admin Console.
- 13.2 Except for Omantel's Level 1 support expressly described above, support for the underlying Google Workspace services, including incident investigation, technical assistance, security incidents, product defects and platform outages, shall be provided by Google in accordance with the Google Terms and Google's applicable support processes and service levels. Omantel gives no warranty for the underlying Google Workspace services, their availability, or Google support.

14.0 Termination

- 14.1 Omantel may at its sole discretion terminate this Agreement or any affected Order for cause, in whole or in part, by written notice if the Client:
- (i) fails to pay any amount when due and does not remedy the failure within the period stated in Omantel's notice;
 - (ii) commits a material breach of this Agreement or the Google Terms and, where the breach is capable of remedy, fails to remedy it within thirty (30) days after notice;
 - (iii) becomes insolvent, enters liquidation or administration proceedings, ceases business;
 - (iv) creates a material security, legal, regulatory, reputational, or operational risk to Omantel, Google, a distributor, the Services, or other users;
 - (v) provides materially inaccurate or unverifiable information, or uses the Services unlawfully, fraudulently, abusively, or in infringement of third-party rights; or
 - (vi) is subject to a termination, restriction, or direction imposed by Google, a distributor, a competent authority, or Applicable Law that prevents Omantel from continuing the affected Services; or
 - (vii) breaches, or where continuation of the affected Services would cause Omantel to breach applicable laws, regulations, anti-bribery, export or re-export control, sanctions, or other trade compliance requirements, including those arising under United States laws and regulations.
- 14.2 Omantel may terminate this Agreement or any Order for convenience by giving the Client at least thirty (30) days' written notice. Omantel may provide a shorter notice period where required by Applicable Law, a competent authority, Google, or a distributor, or where the affected Services are discontinued or can no longer reasonably be provided by Omantel.

- 14.3 The Client may terminate this Agreement or any Order at any time by written notice through an Omantel approved channel; provided that such termination will not relieve the Client of any accrued or committed payment obligations, and the Client shall remain liable for all fees and non-cancellable charges payable for the remainder of the applicable Commitment Term, unless otherwise stated in the Order or required by Applicable Law.

15.0 Consequences of Expiry or Termination

- 15.1 Unless the Order states otherwise or Applicable Law requires, the Client remains liable for all accrued, committed, and non-cancellable fees for the remaining Commitment Term. Expiry or termination of this Agreement terminates all Orders; expiry, non-renewal, or termination of an Order terminates only the Services under that Order.
- 15.2 On expiry, non-renewal, or termination of this Agreement or an Order, all rights to access and use the affected Services will cease on the effective date, including access to Client Data, unless otherwise stated in this Agreement, the applicable Order, or any limited transition or data-export period made available by Google.
- 15.3 All fees and other amounts owed by the Client under this Agreement or the applicable Order will become due upon the Client's receipt of Omantel's final electronic bill or as stated in the final invoice. This includes all accrued fees and, where the Client terminates for convenience or Omantel terminates for Client cause, all committed fees and non-cancellable charges payable for the remainder of the applicable Commitment Term, unless otherwise stated in the Order or required by Applicable Law.
- 15.4 Where Omantel terminates for convenience, or the Client terminates for Omantel's uncured material breach, the Client will not be liable for recurring charges arising after the effective termination date. Omantel will refund or credit any prepaid fees attributable to the unused period, except to the extent such amounts are committed, payable, or non-refundable to Google or another third party, unless Applicable Law requires otherwise.
- 15.5 Termination, expiry, or non-renewal does not automatically export or preserve Client Data. The Client is responsible for exporting Client Data before access ends, subject to Google's available tools and retention rules. Expiry or termination does not affect accrued rights, remedies, payment obligations, or liabilities, and provisions intended by their nature to survive, including payment, intellectual property, confidentiality, data protection, indemnity, limitation of liability, and dispute resolution provisions, will continue to apply.

16.0 Suspension

- 16.1 Omantel may, upon notice to the Client, suspend the Services, in whole or in part, where the applicable service provider, including Google, suspends, restricts, or requires the suspension of the Services; the Client fails to pay any undisputed amount when due; or Omantel reasonably determines that the Client's use of the Services breaches Applicable Law, infringes any third-party right, or contravenes the applicable acceptable use policy or the service provider's terms and conditions.
- 16.2 The Client shall promptly correct any violation of the applicable acceptable use policy or the Google Terms notified by Omantel or Google, and in any event within twenty-four (24) hours where Google requires. Omantel may also suspend the Services where such suspension is reasonably necessary to prevent or mitigate a security incident, unauthorized access, fraud, abuse, or material harm to the Services, Omantel, the service provider, or any other customer, or where suspension is required by any applicable law, regulation, governmental authority, court order, or other binding legal requirement.
- 16.3 This obligation does not limit Omantel's right to suspend immediately were permitted under this Agreement. Omantel shall use reasonable endeavours to give the Client prior notice of any suspension and, where the relevant circumstances are capable of remedy, a reasonable opportunity to remedy

them. Omantel may suspend the Services immediately and without prior notice where required by the service provider or Applicable Law, or where reasonably necessary to protect the security, integrity, or continued operation of the Services. Any suspension shall be limited in scope and duration to the extent reasonably practicable and shall continue only for so long as the circumstances giving rise to the suspension remain unresolved.

- 16.4 Suspension does not relieve the Client of payment obligations during a Commitment Term, unless otherwise required by Applicable Law or agreed in writing.

17.0 Intellectual Property

- 17.1 Nothing in this Agreement assigns, transfers or conveys any intellectual property rights of either Party to the other Party, unless expressly agreed in writing by the Parties.
- 17.2 Neither Party may use the other Party's name, trade name, logo or marks in public marketing or publicity without that other Party's prior written consent, except for disclosures to its service providers with a need to know and subject to confidentiality obligations, disclosures required by Applicable Law or a regulatory authority, or use expressly permitted by this Agreement or the Google Terms.

18.0 Disclaimer and Limitation of Liability

- 18.1 The Client acknowledges that it selected Google Workspace based on its own assessment of its suitability for the Client's requirements and intended use.
- 18.2 Except as expressly stated in the Order, the Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by Applicable Law, Omantel excludes implied warranties, including satisfactory quality, fitness for a particular purpose, non-infringement and uninterrupted or error-free operation. Omantel gives no warranty in respect of the underlying Google Workspace service, which is provided by Google under the Google Terms.
- 18.3 Omantel does not warrant that the Services will meet every Client requirement, achieve a specific business outcome, be compatible with every third-party application or configuration, or remain unchanged during the Subscription Term.
- 18.4 Features described as artificial intelligence, including Gemini-enabled functionality where included and available, may produce inaccurate, incomplete, or inappropriate output. The Client is responsible for human review, appropriate use, permissions and compliance with Applicable Law and Google's applicable AI terms.
- 18.5 To the maximum extent permitted by Applicable Law, neither Party shall be liable to the other Party for indirect, incidental, special, consequential, or punitive loss, or for loss of profit, revenue, business, opportunity, goodwill, or anticipated savings.
- 18.6 Without limiting the indirect-loss exclusion, Omantel shall not be liable for loss arising from:
- (i) acts, omissions, outages, service changes or decisions of Google, a distributor, Domain registrar or another third party, except to the extent Omantel is legally responsible;
 - (ii) the Client's content, instructions, account administration, security configuration, or failure to export Client Data;
 - (iii) internet or telecommunications failures outside Omantel's control; or
 - (iv) use of the Services contrary to this Agreement, the Google Terms or Applicable Law.
- 18.7 Subject to the carve-outs for liability that cannot lawfully be excluded or limited, Omantel's total aggregate liability arising out of or in connection with the Services shall not exceed the fees paid or payable by the Client for the affected Services during the twelve months immediately preceding the

event giving rise to the claim. This liability cap does not limit the Client's obligations to pay fees or its obligations under the indemnity provision.

18.8 Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited.

18.9 The Client shall defend, indemnify and hold harmless Omantel, Google, their respective affiliates and licensors, and each of their respective officers, directors, employees and agents, against all third-party claims, losses, liabilities, damages, penalties and reasonable costs arising out of or relating to: (a) the Client's breach of its obligations under this Agreement; (b) the Client's violation of Applicable Law; (c) Client Data, Client brand features, or the Client's applications; or (c) use of the Services by the Client or its End Users in violation of the applicable acceptable use policy, the Google Terms or applicable use restrictions, except to the extent caused by Omantel's breach of this Agreement or Applicable Law.

19.0 Force Majeure

19.1 Neither Party shall be liable for delay or failure caused by events beyond its reasonable control, including natural disaster, war, civil unrest, government action, labour dispute, power or internet failure, cyber incident, epidemic, regulatory restriction, or failure of a critical third-party platform. The affected Party shall use reasonable efforts to mitigate the impact.

20.0 Notices

20.1 Notices concerning Orders, billing, renewal, support or service administration may be sent to the contact details registered with Omantel.

20.2 The Client shall keep its authorized contacts, administrator details, recovery details, and billing information up to date.

21.0 General

21.1 The Client may not assign, transfer or novate this Agreement, in whole or in part, without Omantel's prior written consent. Omantel may assign, transfer or novate this Agreement, in whole or in part, at its sole discretion.

21.2 Failure to enforce a right is not a waiver. If a provision is held invalid or unenforceable, the remaining provisions remain effective.

21.3 This Agreement, the Order, applicable incorporated schedules, and the Google Terms constitute the relevant contractual framework for the Services. In case of conflict, the following order applies for Omantel-specific commercial matters: signed Order or proposal, any Omantel service schedule, this Agreement. Google Terms remain controlling for the underlying Google service as described in the Google Terms and Third-Party Service provision.

21.4 No person other than the Parties has a right to enforce this Agreement, except where Applicable Law provides otherwise.

21.5 Omantel may update these Terms from time to time. Any material update will take effect upon reasonable notice to the Client. To the extent permitted by Applicable Law, the Client's continued use of the Services after the effective date constitutes acceptance of the updated Terms. If the Client does not accept a material update, it may submit a non-renewal or termination request in accordance with the applicable Order, subject to any existing Commitment Term.

22.0 Governing Law and Dispute Resolution

22.1 Before commencing court proceedings in relation to any dispute arising out of or in connection with this Agreement, either Party shall give the other written notice setting out reasonable details of the dispute. The Parties shall negotiate in good faith through their designated representatives to resolve the dispute. If the dispute is not resolved, either Party may escalate it to its senior representatives for

good-faith resolution. Nothing in this Clause prevents either Party from seeking urgent interim or injunctive relief from a court of competent jurisdiction.

- 22.2 This Agreement shall be governed by the laws of the Sultanate of Oman. The courts of the Sultanate of Oman shall have exclusive jurisdiction over disputes arising out of or in connection with this Agreement.