

# Co-location Terms & Conditions

## Termination Fees

Termination fees apply if contract was terminated prior to completion. Termination fee varies based on contract completion period and type of service offered, any termination during the provisioning period and/or before service activation, will result to a termination fee of 3 X the agreed MRC

Completion Period	Type of Service	Up to 25%	Up to 50%	Up to 75%	Up to 92%
Termination Fee	Private or Caged	Remaining Amount	Remaining Amount	Remaining Amount	Remaining Amount
Termination Fee	Uncaged	3X MRC Fee	2X MRC Fee	1X MRC Fee	1x MRC Fee

## I. Definition of terms used

In this agreement the listed words shall have the following meanings unless otherwise indicated:

Parties	For the purposes of this agreement Mobily will be referred to as 'Mobily'. The Client shall be referred to as: The company or individual so named in Schedule A of this agreement. The Client includes persons to whom the client has authorized access to the Assets for the purposes of configuration, testing or development or those persons authorized / requested to act on behalf of the client.
Primary Services	Network availability, Power, Air conditioning, Security and those explicitly listed in Schedule B of the Co-location Agreement.
Assets	Means the client's computer equipment and/or software (which is owned, licensed or leased by the client) and which is specified in Schedule B.
Premises	Means the premises of Mobily referred to in Schedule B.
Commencement Date	Means the date specified in Schedule A.
Fee	Means the consideration to Mobily for the Services referred to in Schedule C.
Initial Term	Means the term referred to in Schedule A.
Service Standard	Means the standard of service provided by Mobily under this Agreement as set out in Schedule C B.
Services	Means those services to be provided by Mobily to the Client referred to in Schedule B.
Main Agreement	Is the Co-Location Agreement to which this SLA is an exhibit
Facility Downtime	Is any service interruption, only if such interruption is due to either a facility power failure or an environmental control failure
Facility	Means the building in which the racks are located.

## Standard Terms and Conditions

These are the standard terms and conditions which apply to Colocation Service provided by Mobily. This agreement governs the terms of use by the Client of all Services provided by Mobily.

Mobily has authority to enter and to perform its obligations under these Terms and Conditions. The Client agrees to use the Services according to the following terms and conditions:

## Services

As described in Schedule B of the Agreement.

## Billing

Agreement will have option of monthly, quarterly & yearly basis agreed on the order document and automatically renewed. Monthly fees will be always cycle backward. In case of service termination, client has to notify the provider 1 month in advance prior to contract initial term. Termination Fees Table in Schedule C will apply

Service Charges set forth are exclusive of value added taxes (the "VAT") or any other taxes applicable to the Service. Customer shall be solely responsible for paying any VAT applicable to the Service, which VAT shall be billed to and charged from the Customer separately in accordance with all applicable regulation in force at the time Services are supplied.

Service Charges are inclusive of Saudi Electricity Company cost charges that may change at any given time with any control from Mobily. For that reason, the service charges will be impacted after a notification of 30 days in the next bill cycle

## Term of Agreement (Term)

This agreement will continue for a period of 12-months unless otherwise stated. This agreement will automatically be renewed at the end of the initial Term unless terminated in accordance with this Agreement. unless and until either Party gives the other Party not less than Thirty (30) days' prior written notice of termination.

## UPGRADE & Downgrade

### Upgrade

1. For any additional rack caged or Uncaged rack(s), new Installation charges are applicable, and the monthly charges will be added to the original bill
2. For any addition of server or hardware that requires power more than the contracted total power per rack, customer must place addition order for additional power
3. From Uncaged to Caged Customer Pays New Installation Charge for the new service in FULL and the new Monthly Charge. Termination Fee of the old service is waived.
4. From Caged to Private Suite Customer Pays New Installation Charge for the new service in FULL and the new Monthly Charge. Termination Fee of the old service is waived
5. From Uncaged to Private Suite Customer Pays new Installation Charge for the new service in FULL and the new Monthly Charge. Termination Fee of the old service is waived

### Downgrade

1. From Caged to Uncaged Customer Pays the cage dismantle Charge in FULL and the new Monthly Charge. Termination Fee is handled on Case by Case Basis
2. From Private Suite to Caged Customer Pays the new Installation Charge in FULL and the new Monthly Charge. Termination Fee is handled on Case by Case Basis
3. From Private Suite to Uncaged Customer Pays the new Installation Charge in FULL and the new Monthly Charge. Termination Fee is handled on Case by Case Basis

### Compliance with Law

In using the services provided the Client must abide by all applicable Local laws, treaties and regulations and any violation of this provision can result in termination immediately or with 30 days notice depending on the severity of the violation at the absolute discretion of Mobily.

### Limitation of Liability

Mobily shall exert reasonable effort to safeguard the supplied assets by the client as if such assets are Mobily own assets and shall be dealt with in due diligence and care. However, other than Force Majeure events which are rendered beyond its reasonable control; Each party shall be liable to any loss, damage resulting out of any negligence and or omission occurred by it and/or by its directors, or Employees. In such cases, Mobily liability shall not exceed the cost of providing a comparable service.

### Governing Law

This Agreement shall be governed and construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia. All Resolutions and Regulations issued by the Communication and Information Technology Commission "CITC" in addition to the guidelines for the provision of data, content and internet services shall be applied on all issues not provided for under this terms and conditions

### Indemnity

Client agrees to defend, indemnify and hold Mobily harmless from and against any and all claims, losses, liabilities and expenses (including reasonable solicitors' fees) related to or arising out of the Services provided by Mobily to Client under this Agreement, including without limitation claims made by third parties (including clients of the Client) related to any false advertising claims, liability claims for products or services sold by Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided here under, or for any content published by Client using the Services, but excluding those directly caused by the negligence of Mobily.

### Refusal of Service

Mobily retains the right to refuse services to the Client. Refusal of service may result if: (a) the Client fails to pay accounts within 75 days of the due date; (b) if the agreement is terminated; or (c) if the Client misuses the services or fails to comply with the Clients obligations under the agreement.

### Unpaid Accounts

Accounts may be suspended if they are not paid within 75 days of the invoice date and prior arrangements are not made. Suspension may involve restriction of access to the server for the purposes of making changes and/or disconnection of the server from the Network. Mobily retain the right to apply a power shut down on client assets after 75 days of nonpayment from the last invoice date, and Mobily will not be held responsible for any data loss or any damage that might affect client assets.

### Delivery of Assets

Customer shall deliver the Assets on or after the Commencement Date as specified in Schedule A.  
Delivery shall be acted at the Premises

### Connectivity Bandwidth

The customer will eventually request IP Bandwidth for connectivity use; this bandwidth will be provided by Mobily IP Network. The current connectivity and DIA pricing tables offered by Mobily applies.

### Connectivity to other Carriers

Mobily data centers are carrier agnostic. And the customer may connect to other carriers through the telecom rooms of the data center that the customer is hosting his rack(s) in. Mobily cannot oblige any carrier to serve its colocation customer. Additional cross connect fees are charged additionally to terminate the connection from the telecom room (meet me room) to the customer racks are quoted separately in the commercial proposal.

### Installation of Equipment

It's fully customer responsibility to install the equipment at the Premises. Mobily shall provide you with reasonable assistance and access to the Premises to enable you to comply with your obligations under this clause. Mobily takes no responsibilities in relation to the installation or support of your Assets at the Premises.

### ACCESS TO PREMISES

Mobily shall grant you reasonable access to the Premises all the time to maintain and inspect your Assets.

1. Escorted Access: Customer's Approved Personnel may access the Co-location Space, accompanied at all times by a Mobily escort, for the purpose of installing, operating, maintaining, repairing or removing the Customer Equipment in accordance with the terms and conditions of the Agreement on reasonable advance notice to Mobily. Reasonable advance notice means a minimum of (i) twenty-four (24) hours for routine maintenance; (ii) one (1) hours in the case of emergencies; and (iii) seven (7) days for installation or removal of Customer Equipment. Approved Personnel shall at all times while on the Premises comply with Mobily's and Mobily's lessor's security and safety procedures as amended from time to time.

2. Unescorted Access: Customer's Approved Personnel may access the Co-location Space on a 24 x 7 x 365 days basis for the purpose of installing, operating, maintaining, repairing or removing the Customer Equipment in accordance with the terms and conditions of the Agreement. Approved Personnel shall at all times while on the Premises comply with Mobily's and Mobily's lessor's security and safety procedures as amended from time to time. This access grants you production of an access card from Mobily in representative of valid identification that you can use permanently. Client is restricted in only using and accessing and only his own assets and nothing else within the shared space

### MOBILY OBLIGATIONS

Mobily shall use reasonable endeavors to provide the Services to you in a professional manner and with a view to minimizing disruption of your business. Mobily shall use reasonable endeavors to ensure that the Assets are properly secured. Mobily shall use reasonable endeavors to maintain the Service Standard referred to in the Schedule C except where Mobily is prevented by achieving such standard by reason of matters beyond its control including, without limitation, defects in the Assets, your own negligence or the acts or omissions of third parties.

## CUSTOMER OBLIGATIONS

- Customer shall at all times be responsible for ensuring your Assets and must, if requested, by Mobily, provide to it a copy of the current certificate of insurance in respect of the Assets.
- It is your obligation to maintain and repair the Assets, servers and any equipment used.
- You must not cause any damage to any items of property or equipment owned by Mobily or any third party in the course of accessing the Premises or otherwise exercising your rights and obligations under this Agreement. Further, you must not interfere with any person or assets at the Premises, whether an employee of Mobily or otherwise.
- You must inform Mobily of any modification, replacement or other changes to your Assets as set out in the Schedule B & Appendix A, which may impact the Mobily data center facilities or other clients
- You are responsible for obtaining any authorizations or third party consents necessary for the use of your software on any computer system of Mobily or your own computer equipment.
- You shall be responsible for maintaining all necessary equipment to access the Facilities and your Assets (by modem or otherwise).
- Client equipment must be all dual power sourced, as Mobily SLA and total agreement will not apply on any single power source equipment provisioned by customer. Client will need to sign a Non-Liability form for any single power source equipment installed inside Mobily facilities by client
- You must advise Mobily in advance if you require that equipment or software additional to the Assets be hosted by Mobily. In that event, if Mobily agrees, Mobily may amend this Agreement
- Copyright and Intellectual Property Violations Mobily will not monitor or interfere with content published on your equipment. Users of our Colocation services should at all times ensure that all information published and made accessible to the general public is not in breach of any applicable Copyright or Intellectual Property Claims.

## Entire Agreement

The Client acknowledges and agrees that this Agreement is the entire Agreement between the parties and excludes all oral and/or written discussions or implied representations and terms unless such terms are agreed between the parties in writing. Such as leasing out the racks or space and power contracted in this agreement to one or more parties without a written agreement with Mobily.

## Unauthorized Access

Gaining or attempting to gain access without authorization to computers, networks or accounts owned by Mobily or any external party will not be accepted. Activities related to attempts to gain access to Mobily's computer or equipment, or such equipment owned by other parties will not be accepted. Such activities may include scans or other information gathering activities. Technicians who need to access Mobily data centers to work on customer equipment/assets, that don't have a contract with the customer or not under customer's sponsorship, are fully under customer's responsibility.

## Copyright and Intellectual Property Violations

Mobily will not monitor or interfere with content published on your equipment. Users of our Colocation services should at all times ensure that all information published and made accessible to the general public is not in breach of any applicable Copyright or Intellectual Property Claims.

## Service Level Agreement (SLA)

This Service Level Agreement (this "SLA"), and together such documents, and others referenced in the Terms of Service, form a binding agreement (the "Agreement") between Mobily and Customer.

Terms defined in the Terms of Service will have the same meaning when used in this SLA.

This SLA does not apply to any feature of the Service not specifically identified in the SLA, or to any feature Mobily identifies as "beta." If Mobily chooses to provide SLA compensations for beta features, such choice will not impose any obligation on Mobily, and Mobily may reverse such choice at any time.

## I. REMEDIES FOR SERVICE FAILURE

This SLA lists certain Mobily standards for provision of the Service, and it offers Customer a Service Compensation (as defined below) for any failure to meet those standards. This SLA also lists several additional Service standards—standards of quality Mobily strives to meet, even though they're not guaranteed or subject to compensations, and even though Customer might not notice any failure to meet some of them. These additional standards are listed alongside the compensation standards below, for informational purposes only, to provide a sense of Mobily's commitment to excellence. (Each listing of a standard below states whether it's a compensation standard or an additional one.)

### A. Maintenance

Mobily will perform maintenance in accordance with the Maintenance provision of the Main Agreement. Mobily reserves the right to perform emergency maintenance as needed. MOBILY will make commercially reasonable efforts to inform Customer via email prior to performing scheduled or emergency maintenance. If such advance notice is not possible, MOBILY shall notify Customer about such emergency maintenance as soon as is practicable.

### B. Limitations & Warranty Disclaimer

The remedies set forth in this SLA are Customer's sole and exclusive remedies for any Failure or other failure of the Service, including without limitation for any breach of warranty, except as specifically set forth

## II. SUPPORT RESPONSE TIME

EMERGENCY Cases – 2 hours

The following are the EMERGENCY categories:

- o Server down (Power Failure)
- o Server Down (Overheat due to Climate control failure)
- o Server Down (Physical Security Breach)

A tracking number will automatically be provided to Customer promptly after opening of the Case with Mobily bos@mobily.com.sa or (00966)560100901, and a human support engineer will review the support request within the timeframe listed above. Mobily may reclassify any Case misclassified as falling into one of the EMERGENCY categories listed above, and such Case will not qualify for EMERGENCY treatment. Resolution and repair times vary, and this SLA does not address them.

## III. Service Level Agreement for facility uptime

A. If Customer requests a compensation for Facility Downtime, and such request is validated by MOBILY, MOBILY shall compensate the Customer in accordance with the provisions hereunder:

If in one calendar month the Facility Downtime exceeds 3 minutes, the Customer will be entitled to compensation towards the invoice (Bill) which Customer receives one month following the month in which the Facility Downtime was reported. For the purpose of determining the amount of any compensation, Facility Downtime will be deemed to commence

When MOBILY opens a "trouble ticket" to track such Facility Downtime and will be deemed to end when MOBILY has restored availability and closed the applicable "trouble ticket" unless Customer provides technical documentation to establish the exact time(s) of the beginning and/or end of the downtime. A trouble ticket will be opened within 5 minutes of MOBILY discovering the Outage or within 5 minutes of Customer notifying by telephone to the MOBILY Operations Center of the Outage.

The Customer will not be entitled to receive compensation if (i) Customer has violated the MOBILY Acceptable Use Policy (AUP), or (ii) Customer is greater than 45 days late in its invoice payment.

B. The amount of the compensation will be determined as follows:

(1) If there is Facility Downtime for more than 3 minutes but less than 1 hour in any calendar month, Customer shall be entitled to a compensation of 3% of that month's invoice for the portion of the invoice that corresponds to the Facility in which the Facility Downtime occurred, excluding the power cost which shall be billed at its full rate and not included in the compensation calculation. A maximum of one compensation per day per calendar month applies.

(2) If there is Facility Downtime for more than 1 hours, but less than 3 hours in any calendar month, Customer shall be entitled to a compensation of 6% of that month's invoice for the portion of the invoice that corresponds to the Facility in which the

Facility Downtime occurred, excluding the power cost which shall be billed at its full rate and not included in the compensation calculation. A maximum of one compensation per day per calendar month applies.

(3) If there is Facility Downtime for more than 3 hours, but less than 5 hours in any calendar month, Customer shall be entitled to a compensation of 10% of that month's invoice for the portion of the invoice that corresponds to the Facility in which the Facility Downtime occurred, excluding the power cost which shall be billed at its full rate and not included in the compensation calculation. A maximum of one compensation per day per calendar month applies.

(4) If there is Facility Downtime for more than 5 hours, but less than 7 hours in any calendar month, Customer shall be entitled to a compensation of 13% of that month's invoice for the portion of the invoice that corresponds to the Facility in which the Facility Downtime occurred, excluding the power cost which shall be billed at its full rate and not included in the compensation calculation. A maximum of one compensation per day per calendar month applies.

If there is Facility Downtime for more than 7 hours in any calendar month, Customer shall be entitled to a compensation of 25% of that month's invoice for the portion of the invoice that corresponds to the Facility in which the Facility Downtime occurred, excluding the power cost which shall be billed at its full rate and not included in the compensation calculation. A maximum of one compensation per day per calendar month applies.

#### IV. POWER AVAILABILITY & PERFORMANCE

Mobily will also provide the power performance the Uptime Institute Standard.

- Availability: as per the Tier level standard availability of the DC the Customer is collocating the racks in Uptime Institute - Data Center Tier Standard

Tier I Specifications:

Single non-redundant distribution path serving the IT equipment

Non-redundant capacity components

Basic site infrastructure with expected availability of 99.671%

Tier II Specification:

Meets or exceeds all Tier I requirements

Redundant site infrastructure capacity components with expected availability of 99.741%

Tier III Specifications:

Meets or exceeds all Tier I and Tier II requirements

Multiple independent distribution paths serving the IT equipment

All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture

Concurrently maintainable site infrastructure with expected availability of 99.982%

Tier IV Specifications:

Meets or exceeds all Tier I, Tier II and Tier III requirements

All cooling equipment is independently dual-powered, including chillers and heating, ventilating and air-conditioning (HVAC) systems

Fault-tolerant site infrastructure with electrical power storage and distribution facilities with expected availability of 99.995%

The Uptime Institute's tier system allows for the following minutes of downtime annually:

Tier II (99.741% minimum uptime) (1361 minutes maximum annual downtime)

Tier III (99.982% minimum uptime) (95 minutes maximum annual downtime)

Tier IV (99.995% minimum uptime) (26 minutes maximum annual downtime)

- Voltage fluctuations: +/- 10%

A power Failure is a loss of electrical power or a voltage fluctuation, exceeding the limits above, in any part of the delivery system (utility company supply, on-site generation, UPS, circuit, or power strip) which causes Customer's hardware to shut down. A period of power-related Failure is measured from the time Customer opens the Case to the time that the electrical supply is restored and does not include any time required to remedy any issues resulting from the electrical failure.

Compensations for this Part III are issued against the billing item that failed. (Cabinets and standalone colocated servers

may include power covered by Colocation Fees. Additional power strips are counted as individual billing items, separate from power included with Colocation Fees, and subject to Power Fees.) If a power strip not covered by Colocation Fees experiences a power failure but the power covered by Colocation Fees does not experience a failure, compensation will be awarded only against Power Fees for the additional strip that lost power.

## V. TEMPERATURE, COOLING & HUMIDITY

A The temperature in the Data Center (defined as the raised floor space area) will be 21 degrees Celsius +/- 2 degrees at all times. Temperature may be measured at any points in the Premises of MOBILY' choosing provided that those points are within 0.5 meters of Customer's equipment in the Customer Environment.

B. Environmental Outage: If an excess temperature condition persists for 60 consecutive days, Customer may give written notice of intent to terminate the Agreement and any Connections or other services coterminous with it, which termination will take effect after 30 days if in that time the excess temperature condition has not been corrected.

- Data Center Temperature: 18 – 25 degrees Celsius
- Relative Humidity: 35% - 60%

As used in this SLA: (a) relative humidity is the ratio of water vapor density (mass per unit volume) to saturation water vapor density, expressed in a percentage; and (b) both temperature and relative humidity are averages of several measurements, each from one of the Facility's CRAC (computer room air conditioning) units. Mobily will monitor, but is not required to report to Customer on, environmental conditions in the Facility.

No Compensations for this Part V are offered by Mobily.

## VI. PHYSICAL SECURITY

- 24 x 365 on-site security

Mobily will ensure the presence of a professional security guard in the Facility at all times, charged with enforcing Mobily's security policies. (Those policies require, among other things, that Mobily employees, vendors, and visitors wear a badge and that visitors who have not been issued a permanent badge leave a valid KSA Iqama or identity card or passport with the guard while in the Facility).

## VII. 24 x 365 Technicians Support

Mobily will maintain support engineers actively on duty 24 hours per day, every day of the year. These technicians will provide support in the Facility, by telephone.

## VIII. COMPENSATION LIMITATIONS

A. The minimum period of Failure eligible for compensation is 60 seconds, and shorter periods will not be aggregated. The maximum compensation for any single Failure is one month's Service fees. In the event that multiple periods of Failure overlap in time, compensations will not be aggregated, and Customer will receive compensation only for the longest such period of Failure. Mobily is not required to issue multiple compensations for a single incident; in the event that a single incident calls for compensations pursuant to multiple Parts of this SLA, Mobily may decide, in its sole discretion, which compensations to award. The maximum compensation during a single calendar year, for all Service features combined, is two months' Service fees, regardless of the length of Failure or the number of occurrences. The period of Failure for Network Performance and Power Availability & Performance (Parts II and V above) begins when Customer opens a Case and ends when the Failure is remedied.

B. In the event that compensations for any calendar month exceed 25% of Mobily's revenues for such period, Mobily may reduce and pro-rate the value of compensations given to all Customers for such period so that the aggregate compensation given to all Customers does not exceed 25% of revenues. As used in the previous sentence, "Mobily's revenues" and "all Customers" refer to revenues and customers from Internet colocation services sold under the "Mobily" brand, and not to revenues or customers from any other business unit operating under another name or providing services other than or in addition to Internet colocation. Mobily may employ such accounting procedures as it chooses in calculating revenues, in its sole discretion, and nothing herein will be construed to require that Mobily disclose non-public information about its finances to Customer or to any party.



C. Compensations available pursuant to this SLA apply only to future service delivery. Mobily is not required to provide refunds pursuant to this SLA. If Customer's Signup provides for a Prepayment Period, compensation will apply to any renewal of such Prepayment Period, but Customer may instead elect to apply compensation to any additional Mobily products or services. If Customer retains a compensation balance on termination of the account in question, such compensation is forfeited.

Notwithstanding the

foregoing, compensations will not be applied against fees for professional services, bundled support, or setup fees.

D. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures:

(1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods;  
(2) outages caused by acts or omissions of Customer, including its applications, equipment, or facilities, or by any use or user of the Service authorized by Customer; (3) outages caused by hackers, sabotage, viruses, worms, or other third party wrongful actions; (4) DNS issues outside of Mobily's control; (5) outages resulting from Internet anomalies outside of Mobily's control; (6) outages resulting from fires, explosions, or force majeure; (7) outages to the Customer Portal; and (8) Failures during a "beta" period. "Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by Mobily in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. As provided in Section 6 of the Terms of Service, Mobily will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed, and failure thereof does not constitute Failure.

## IX. Applying for Compensation

In order to receive any compensation, Customer must notify MOBILY, in writing, within thirty (30) days from the time Customer becomes eligible to receive such compensation (i.e. the Trouble Ticket is closed). Customer's failure to notify MOBILY within that period shall result in the waiver of Customer's right to receive any such compensation. Compensations under the SLA will be granted to Customer in accordance with the SLA only if Customer is not in default of the Agreement or was not in default of the Agreement during the period in which the deficiency occurred.

## X. Force Majeure

An Outage shall not be deemed to occur upon the occurrence of routine maintenance or upon the occurrence of an act outside of the control of MOBILY, such as an act of nature.

Notice for routine maintenance shall be provided via the MOBILY website and provided in writing (Email) to the technical contacts provided by Customer.

## XI. EQUIPMENT REMOVAL

Equipment Removal and Timeframe. Customer shall use the Colocation Space in an orderly and safe manner and shall return the Colocation Space to Mobily at the conclusion of the Service Term set forth in the contract in the same condition (reasonable wear and tear excepted) as when such Colocation Space was delivered to Customer. Customer must remove all Customer Equipment (and any other Customer property) from the Colocation Space within thirty (30) days of the effective date of termination or expiration of the relevant Service Term or Renewal Service Term.

Abandoned Equipment. In the event Customer leaves its equipment in the Colocation Space after it has terminated the Agreement or contract, Mobily shall provide notice to Customer to remove their equipment. If Customer fails to remove equipment within ninety (90) days of expiration or termination of the applicable contract, Mobily shall treat the property as confidential, and may do any of the following: (1) Remove any or all property and store it at Customer's expense at an on-site or off-site location; (2) Ship such property to Customer at Customer's risk and expense; or (3) Upon 30 days written notice, liquidate such property and charge Customer for all costs associated with the liquidation and retain from the liquidation all amounts necessary to pay Mobily any amounts owed by Customer under this applicable contract. Mobily further promises that it will handle the equipment at all times in a manner that maintains Customer confidentiality.