

This is the e-User Agreement between you, as authorized agent, officer, employee or representative on behalf of your organization (the **"Supplier"**) and Qatar Airways Group Q.C.S.C. and its subsidiaries, affiliated companies and managed entities (including but not limited to Amiri Flight, Hamad International Airport and Doha International Airport) (collectively referred to as **"Qatar Airways"**) (hereinafter referred to collectively as the **"Parties"** and individually as a **"Party"**) for the access and use of Qatar Airways electronic procurement application (**"e-Procurement Application"**) provided by Qatar Airways through its' website <http://www.qatarairways.com>, which includes any information, data, tools, goods, works, products, services and other content available on or through the Qatar Airways website. By registering with Qatar Airways as a potential Supplier or existing Supplier you agree to be bound by the terms and conditions contained herein. If you have questions about this Qatar Airways' e-User Agreement, please contact us at [grouplegal@qatarairways.com.qa](mailto:grouplegal@qatarairways.com.qa).

For the avoidance of doubt, the e-Procurement Application is operated by Qatar Airways including but not limited to electronic registration. It provides the opportunity for registration of a Supplier interested in establishing business relations with Qatar Airways. The Supplier is required to complete its company profile and fulfill the requirements to allow Qatar Airways to provide a User ID and password to it for a secure access and use of the e-Procurement Application. This will allow the Supplier to complete all the required information for the registration process, including details of the goods/works/services that it can provide to Qatar Airways and to upload the required supporting documents.

## **1. USER ID AND PASSWORDS**

Qatar Airways uses industry standard security measures, to safeguard any information the Supplier may provide to Qatar Airways on the e-Procurement Application. For security purposes while using the e-Procurement Application, the Supplier will be or has been provided by Qatar Airways with User ID and password. The Supplier hereby agrees to: (i) be solely responsible for maintaining the confidentiality and security of the User ID and password provided by Qatar Airways for the use of the e-Procurement Application and may not disclose such User ID(s) and password(s) to any third party, and (ii) fully be responsible for any and all activities which occur in connection with its use or their uses. The Supplier further agrees that it will not permit any other party to access or use the e-Procurement Application using such User ID(s) and password(s) allocated to it.

## **2. INFORMATION PROVIDED TO QATAR AIRWAYS**

The Supplier agrees that any information it provides either when registering to use the e-Procurement Application or any time thereafter is true, accurate, current and complete. The e-Procurement Application is self-maintained and the Supplier is responsible for updating its registration information a minimum of once every calendar year, and as and when there are material changes in the information provided earlier; as and when requested by Qatar Airways. Non- response to invitations for registrations or information which is not validated may be considered inactive and removed from the e-Procurement Application.

Where the Supplier transmits documents through the e-Procurement Application using its User ID(s) and password(s) as provided by Qatar Airways, such documents shall be deemed to have been submitted by a duly authorized agent, officer, employee or representative of the Supplier. Supplier hereby waives any defense to the enforceability of any contract formed as a result of the transmission of such document on the ground that it was incorrectly submitted or submitted by an unauthorized agent, officer, employee or representative of the Supplier.

## **3. RIGHTS OF USAGE, REPRESENTATIONS AND WARRANTIES**

### **3.1 The Supplier expressly understands and agrees that:**

- (i) The e-Procurement Application is provided on an "as is" and "as available" basis. Qatar Airways expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- (ii) Qatar Airways does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the e-Procurement Application or the content, and is not responsible for Internet outages, hardware and/or software failures, downtime, force majeure event (including without limitation acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war and sabotage) and/or user errors.
  - (iii) Any material downloaded or otherwise obtained through the use of the e-Procurement Application is done at Supplier's own discretion and risk and the Supplier will be solely responsible for any damage to Supplier's computer system or loss of data that results from the download of any such material or any virus that may be contained therein.
  - (iv) The Supplier warrants and represents that it has permission and/or the right to use any/all information supplied to Qatar Airways and/or posted on its registration pages and/or Qatar Airways developed website(s) including but not limited to logos, graphics, design formats, copy, pictures and endorsements.
  - (v) The Supplier warrants and represents that all information posted and/or presented, including but not limited to business and/or financial information is accurate, truthful, and not misleading or fraudulent, and does not infringe on any copyright, patent, trademark or any other proprietary rights of any third party.
- 3.2 In connection with the Supplier's use of the e-Procurement Application, the Supplier agrees not to put any computer programs, information or data into the e-Procurement Application which contains any viruses, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information of Qatar Airways or its suppliers. The Supplier further agrees not to use any mechanism, device, application, software or programming, etc., to interfere or attempt to interfere with the proper working of the Qatar Airways' site.
- 3.3 The Supplier is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy its particular requirements for the protection of their system and/or accuracy of data input and output, and for maintaining a means external to Qatar Airways for the reconstruction of lost data.

#### **4. CONFIDENTIALITY**

- 4.1 Each Party agrees (i) to treat the other's information and data transmitted to the e-Procurement Application as proprietary confidential information ("**Confidential Information**") to the other, (ii) that it will not knowingly disclose to any person or entity not a party to this e-User Agreement, or use for its own or any such person's or entity's benefit any Confidential Information belonging to the other Party to this e-User Agreement without the other Party's prior written consent, and (iii) that it will use all commercially reasonable efforts to maintain the confidentiality of all Confidential Information of the other Party to this e-User Agreement and to prevent the unauthorized disclosure and dissemination of any of the Confidential Information. In no event will any Party hereto use less care to maintain the confidentiality of the other Party's Confidential Information than it uses to maintain the confidentiality of its own information of equal importance.
- 4.2 Confidential Information, whether or not described above, does not include information that (i) is or becomes known to the public without fault or breach on the part of the Party to this e-User Agreement seeking to disclose it, (ii) the owning Party regularly discloses to third party without restriction on disclosure, (iii) the Party to this e-User Agreement seeking to disclose it receives from a party other than a Party to this e-User Agreement without restriction on disclosure and without breach of a non-disclosure obligation, or (iv) is required by legal process to be disclosed; provided however, that the Party receiving such process will notify the other Party prior to such disclosure and will take such reasonable steps as the other Party may request to protect the confidentiality of the Confidential Information.

- 4.3 The provisions of this Clause 4 shall survive the expiration or termination of this e-User Agreement, including but not limited to any discontinuance of or termination of Supplier's access to or use of the e-Procurement Application as set out in Clause 10.

## **5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The e-Procurement Application is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property rights. It is prohibited to quote or copy in part or in whole the content of the e-Procurement Application without any prior written consent from Qatar Airways. Violation of this provision is subject to the exercise of claim and suit pursuant to both criminal and civil laws applicable in the State of Qatar.

## **6. NOTICES**

Except as explicitly stated otherwise or required by law, the Supplier shall provide any notices to Qatar Airways by email, courier or postal mail to Qatar Airways Group Q.C.S.C, Qatar Airways Tower 1, Airport Road, PO Box 22550, Doha, State of Qatar, Email: [grouplegal@qatarairways.com.qa](mailto:grouplegal@qatarairways.com.qa), Attention: General Counsel and Qatar Airways shall provide any notices to the Supplier at the e-mail and/or courier/postal address that Supplier provides to Qatar Airways during the e-Registration process, or such other address as either Party shall specify in a notification in accordance with this section.

## **7. INDEMNIFICATION**

Without limiting the generality or effect of other provisions of the e-User Agreement, as a condition of use, the Supplier agrees to indemnify, hold harmless, and defend Qatar Airways and its subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services, goods, works to Qatar Airways, agents and employees (collectively, "**Indemnified**" and each, individually, an "**Indemnified Party**") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Supplier's usage hereunder and/or engagement in transactions on the e-Procurement Application, including, but not limited to, failure of any products to meet specifications or breach of warranty, (b) such Supplier's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Supplier's breach of any of its obligations set forth in this e-User Agreement; and (d) infringement claims asserted against Qatar Airways based on its use of Supplier's intellectual and informational property; and (e) such Supplier's agreements or transactions with Qatar Airways. The Supplier shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL QATAR AIRWAYS, NOR ANY OFFICER, AFFILIATE, DIRECTOR, SHAREHOLDER, AGENT, CONTRACTOR OR SUBCONTRACTOR ACTING IN ITS' CAPACITY OF PROVIDING SERVICES, GOODS, OR WORKS TO QATAR AIRWAYS, OR EMPLOYEE BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EARNINGS, OR BUSINESS OPPORTUNITIES, OR EXPENSES OR COSTS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, RESULTING DIRECTLY OR INDIRECTLY FROM, OR OTHERWISE ARISING (HOWEVER ARISING, INCLUDING NEGLIGENCE) OUT OF: THE USE OF THE E-PROCUREMENT APPLICATION BY SUPPLIER, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR ARISING OUT OF SUCH SUPPLIER'S RELIANCE ON THE E-PROCUREMENT APPLICATION OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MISDELIVERIES, TRANSMISSIONS, EAVESDROPPING BY THIRD PARTY, OR ANY FAILURE OF PERFORMANCE OF THE E-PROCUREMENT APPLICATION; ANY AGREEMENT ENTERED INTO BETWEEN SUPPLIER AND ANY THIRD PARTY (OR THE NEGOTIATIONS OR DISCUSSIONS

CONDUCTED IN ANTICIPATION OF ANY SUCH AGREEMENT), THE TERMINATION OR SUSPENSION OF SUPPLIER'S USER ID AND PASSWORD BY QATAR AIRWAYS FOR THE USE OF THE Ee-PROCUREMENT APPLICATION (AT ITS OWN DISCRETION OR UPON QATAR AIRWAYS' REQUEST) PURSUANT TO THIS E-USER AGREEMENT; THE FAILURE, OR ALLEGED FAILURE, OF ANY PRODUCT OR SERVICE PURCHASED OR TRANSFERRED PURSUANT TO THE E-PROCUREMENT APPLICATION TO CONFORM TO ANY SPECIFICATIONS OR TERMS, WHETHER PUBLISHED ON THE E-PROCUREMENT APPLICATION OR NOT; THE BREACH, OR ALLEGED BREACH, OF ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO ANY SUCH PRODUCT, SERVICE OR SHIPMENT; OR GOVERNMENT RESTRICTIONS, STRIKES, WAR, ANY NATURAL DISASTER OR FORCE MAJEURE, OR ANY OTHER CONDITION BEYOND QATAR AIRWAYS' REASONABLE CONTROL.

## **9. DATA PROTECTION**

Both Parties shall comply with any obligations imposed on them under any applicable Data Protection Laws to the extent that such Data Protection Laws are applicable to the Supplier in respect of the information provided by the Supplier to Qatar Airways under this e-User Agreement. For the purposes of this clause, "**Data Protection Laws**" means any law, regulations or legally binding obligation, relating to data privacy, trans-border data flows or data protection governing the collection, use, storage or management of personally identifiable information exchanged under this e-User Agreement or by use of the e-Procurement Application. Although we use reasonable and appropriate efforts to protect your Personal Data we cannot guarantee the security of your Personal Data transmitted to our E-Procurement Application via internet or similar connection.

## **10. SUPPLIER CODE OF CONDUCT**

The Supplier accepts the Qatar Airways Supplier Code of Conduct at the time of registration. The Policy can be viewed at <https://www.qatarairways.com/content/dam/documents/legal/Supplier-code-of-conduct.pdf> or can be provided on request.

## **11. GOVERNING LAW AND SETTLEMENT OF DISPUTE**

This e-User Agreement shall be governed by, interpreted and construed and enforced in accordance with the laws of the State of Qatar. The Qatari courts shall have exclusive jurisdiction and venue over all disputes arising out of or in connection with this e-User Agreement and their decisions shall be final and binding on the Parties.

## **12. EFFECTIVE DATE AND TERMINATION**

- 12.1 Supplier agrees that this e-User Agreement shall govern the Supplier's usage and participation of the e-Procurement Application for the above mentioned purpose and shall be effective on the date this e-User Agreement is acknowledged by the authorized representative of the Supplier.
- 12.2 Supplier agrees that Qatar Airways, in its sole discretion, may terminate Supplier's User ID and password or participation of any event of the e-Procurement Application and remove and discard any Supplier information within the e-Procurement Application for any reason, including, without limitation, for lack of use or if Qatar Airways believes that Supplier has violated or breached any terms of this e-User Agreement.
- 12.3 Qatar Airways may also in its sole discretion and at any time discontinue the e-Procurement Application or any part thereof, with or without notice.
- 12.4 Further, Supplier agrees that Qatar Airways shall not be liable to Supplier or any third party for Qatar Airways' decision to suspend, discontinue or terminate Supplier's access to or use of the e-Procurement Application.

- 12.5 Unless expressly stated under this e-User Agreement, any termination of the e-User Agreement shall not relieve the Party of any obligation accrued hereunder before the effective date of such termination, or affect Party's rights obtained hereunder.

### **13. ACCEPTANCE OF THIS AGREEMENT**

- 13.1 This e-User Agreement becomes effective and binding upon your acknowledgement of this e-User Agreement.
- 13.2 Qatar Airways does not guarantee registration of any Supplier. Upon acceptance of registration of any Supplier, Qatar Airways will issue a User ID and password to Supplier for the usage and participation in the e-Procurement Application.

### **14. MISCELLANEOUS PROVISIONS**

- 14.1 This e-User Agreement constitutes the entire agreement and understanding between the Parties with respect to the Supplier's access and use of the e-Procurement Application for the purpose of supplying goods and/or services or works to Qatar Airways, and supersedes and replaces any and all prior written or verbal agreements. Neither the course of conduct between the Supplier and Qatar Airways nor trade practice shall act to modify any provision of the e-User Agreement.
- 14.2 Headings are for reference only.
- 14.3 A Party's failure to insist upon or enforce strict performance of any provision of the e-User Agreement shall not be construed as a waiver of any provision or right.
- 14.4 If any particular provision of the e-User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the e-User Agreement which shall remain in full force and effect. In addition, if any provision contained in the e-User Agreement shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.
- 14.5 This e-User Agreement may not be assigned or transferred to third by the Supplier without prior written permission from Qatar Airways.
- 14.6 Nothing in this e-User Agreement shall be deemed or interpreted to create any relationship between Qatar Airways and the Supplier other than that of independent contractors. No agency, partnership, joint venture, employee-employer or any other type of relationship is intended to be created by this e-User Agreement.

**I HAVE READ, UNDERSTOOD AND HEREBY ACKNOWLEDGE AND AGREE ON BEHALF OF THE SUPPLIER AS ITS DULY AUTHORISED AGENT TO ABIDE BY THIS E-USER AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.**