

**QatarEnergy**  
**USER AGREEMENT**

A vendor, contractor, manufacturer or supplier and its authorized representative (hereinafter referred to as the "Vendor") are subject to this User Agreement for the access and use of QatarEnergy electronic procurement application hereinafter referred to as "e-Procurement" provided through the portal website <https://mushtaryat.qatarenergy.qa>. If Vendor uses the e-Procurement Vendor shall be bound to comply with this User Agreement.

The following terms and conditions of this User Agreement may be modified by QatarEnergy at any time without notice and any such modification shall be effective immediately upon posting. By assenting to this User Agreement, Vendor agrees to periodically review these terms and conditions and be bound by any modifications or amendments thereto.

**I. GENERAL** The purpose of the e-Procurement is to enable Vendor and QatarEnergy to perform electronic transactions and for Vendor to register its company details, update its company details and profile, communicate the availability of its goods and services, receive, participate and respond to request for quotations, bids or proposals, participate and respond to e-auctions and e-reverse auction, upload its catalogues, receive purchase orders, provide order status information, advance shipping notifications and submit invoices to QatarEnergy and for QatarEnergy to communicate to the Vendor. Vendor hereby agrees company details up to date and ensure its information such as its company registration, engineering license and tax card is valid at all times. Vendor acknowledges that the aforementioned documents have a limited validity under Qatari law of typically two years and agrees to supply update documents as necessary.

**II. VENDOR; WARRANTIES** (1) VENDOR REPRESENTS AND WARRANT THAT IT IS DULY AUTHORISED TO CONSENT TO THIS USER AGREEMENT ON BEHALF OF ITS COMPANY; (2) CAN FORM LEGALLY BINDING CONTRACT UNDER APPLICABLE LAW; (3) IS A COMMERCIAL BUSINESS FOR PURPOSE OF USING THE e-PROCUREMENT.

**III. USER ID AND PASSWORDS** Subject to Article XI, for security purpose in using the e-Procurement, Vendor will be or has been provided with User ID(s) and password(s), and Vendor agrees to: (i) solely be responsible for maintaining the confidentiality and security of the User ID(s) and password(s) and not disclose such User ID(s) and password(s) to any third party, and (ii) be fully responsible for any and all activities which occur under or in connection with such User ID(s) and password(s).. Vendor further agrees that it will not permit others to access or use the e-Procurement using such User ID(s) and password(s). Vendor agrees that QatarEnergy, in its sole discretion, may terminate Vendor's User ID and password or participation of any event of the e-Procurement, and remove and discard any Vendor information within the e-Procurement, for any reason, including, without limitation, for lack of use or if QatarEnergy believes that Vendor has violated or breach this User Agreement by any means.

**IV. SIGNATURES** If Vendor transmits a document through the e-Procurement using its User ID(s) and password(s), such document shall be deemed "signed" and "executed" by the Vendor. Vendor 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 not "signed" or "executed" by the Vendor.

**V. REPRESENTATIONS AND WARRANTIES** Vendor expressly understands and agrees that the e-Procurement is provided on an "as is" and "as available" basis without any warranty of any kind, whether express or implied, including, but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. QatarEnergy does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the e-Procurement or the content, and is not responsible for internet outages, hardware and/or software failures, downtime, force majeure event and/or user errors. Any material downloaded or otherwise obtained using the e-Procurement is obtained at Vendor's own discretion and risk and Vendor will be solely responsible for any damage to Vendor computer system or loss of data that results from the download of any such material or any virus that may be contained therein. In connection with use of the e-Procurement, Vendor agrees not to put any computer programs, information or data into the e-Procurement 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. Vendor is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy Vendor's particular requirements for the protection of Vendor's system and/or accuracy of data input and output, and for maintaining a means external to QatarEnergy for the reconstruction of lost data.

**VI. CONFIDENTIALITY** Vendor agrees (i) to treat the information and data accessed by the Vendor through the use of e-Procurement as proprietary "Confidential Information", (ii) that it will not disclose to any person or entity not a party to this User Agreement, or use for its own or any such person's or entity's benefit, any Confidential Information without QatarEnergy's prior written consent, and (iii) that it will use all reasonable efforts to maintain the confidentiality of all Confidential Information and to prevent the unauthorized disclosure and dissemination of any of the Confidential Information.

**VII. PROTECTION OF INTELLECTUAL PROPERTY RIGHT** The e-Procurement including all documents and contents therein is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property rights. Vendor is prohibited to quote or copy in part or in whole the content of the e-Procurement without any prior written consent from QatarEnergy.

**VIII. INDEMNIFICATION** Without limiting the generality or effect of other provisions of the User Agreement, as a condition of use, Vendor agrees to indemnify, hold harmless, and defend QatarEnergy and its subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services to QatarEnergy, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any claims (including third party claims) arising out of Vendor's (a) usage of e-Procurement, (b) failure to comply with any applicable laws and regulations , (c) breach of any of its obligations set forth in this User Agreement.

**IX. LIMITATION OF LIABILITY** IN NO EVENT SHALL QatarEnergy, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, AGENTS, CONTRACTORS OR SUBCONTRACTORS ACTING IN ITS CAPACITY OF PROVIDING SERVICES TO QatarEnergy, BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EARNINGS, OR BUSINESS OPPORTUNITIES, OR EXPENSES OR COSTS, RESULTING DIRECTLY OR INDIRECTLY FROM, OR OTHERWISE ARISING (HOWEVER ARISING, INCLUDING NEGLIGENCE) OUT OF: THE USE OF THE e-PROCUREMENT BY VENDOR, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR ARISING OUT OF SUCH VENDOR'S RELIANCE ON THE e-PROCUREMENT, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MISDELIVERIES, TRANSMISSIONS, EAVESDROPPING BY THIRD PARTIES, OR ANY FAILURE OF PERFORMANCE OF THE e-PROCUREMENT OR THE TERMINATION OR SUSPENSION OF VENDOR'S USER ID AND PASSWORD.

**X. GOVERNING LAW AND SETTLEMENT OF DISPUTES** This User Agreement shall be governed by the laws of the State of Qatar. Any dispute controversy or claim arising out of or relating to this User Agreement or the breach thereof, which cannot be settled amicably by the parties, shall be referred to the competent courts of the State of Qatar.

**XI. MISCELLANEOUS PROVISIONS** This User Agreement constitute the entire agreement and understanding between the Parties with respect to the Vendor's access and use of the e-Procurement for the purpose of registration and receiving information and communications by way of e-procurement. If any particular provision of the User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the User Agreement which shall remain in full force and effect. In addition, if any provision contained in the 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 applicable law. This User Agreement may not be assigned or transferred to third parties by Vendor without prior written permission from QatarEnergy. Unless expressly stated under this User Agreement, any termination of the 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.

**I HAVE READ, UNDERSTOOD, AND HEREBY ACKNOWLEDGE AND AGREE TO ABIDE BY THIS USER AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**[VENDOR]**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

[execute using DocuSign or equivalent provided that the signatory is an authorized signatory.]