Access Request for Tracking System

Date: ________________________________

Facility Name: __________________________________________

Trade License No.: _______________________________________

Coordinator Information

Coordinator Name: _________________________________________
Fax: ________________________________ Telephone: __________
E-mail: ____________________________________________

Terms & Conditions

• The above mentioned coordinator is the authorized person regarding dealing with Tadweer with respect to the vehicle GPS tracking System.  
• Only the above mentioned coordinator will be provided by username & password to access the system.
• All above mentioned data should be provided to Tadweer in order to provide the service.

I, the undersigned, hereby acknowledge and undertake that all the information contained here above are true and correct.

Applicant’s Data

Applicant Name: _________________________________________
Telephone: ________________________________
Applicant Signature: _______________________________________

الختم المعتمد
Authorized Stamp

تاريخ الإصدار: 27 Jan, 2015
رقم الإصدار: 2
رقم النموذج: CAP - OPS - FT - 01 - F01
Service Level Agreement (SLA) for [______________________________] by Tadweer (Center of Waste Management – Abu Dhabi)

Effective Date: [__________________________]
Document Owner: Tadweer

Version

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Description</th>
<th>Author</th>
</tr>
</thead>
</table>

Approval
(By signing below, all approvers agree to all terms and conditions outlined in this agreement)

<table>
<thead>
<tr>
<th>Approvers</th>
<th>Role</th>
<th>Signed</th>
<th>Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tadweer</td>
<td>Service Provider</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Agreement Overview

This Agreement provides a framework for the ongoing relationship between Tadweer and the Customer. It is based on recognition of the mutual responsibility of both parties to contribute to the broad strategies and improved performance objectives of Tadweer. This agreement represents a service level agreement (SLA) between Tadweer (Center of Waste Management – Abu Dhabi) and the Customer for the provisioning of the services required by the customer to access the GPS Tracking System to monitor and track their vehicles over the system by one login access. This agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Objectives

The purpose of the Service Level Agreement is to articulate and understand agreed Service Levels and how they will be monitored, evaluated, measured and managed. The objectives of this agreement are to:

1. To create an environment this is conducive to a co-operative relationship between The Customer and Tadweer to ensure the effective support of end users.
2. To document the responsibilities of all parties taking part in the Agreement.
3. To ensure that Tadweer achieves the provision of a high quality of service for end users with the full support of Customer.

- Provide clear reference to GPS tracking service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of GPS tracking service provision to [Customer].

3. Stakeholders

The following service provider and customer will be used as the basis of the agreement and represent the primary stakeholders associated with this SLA:

Service Provider: Tadweer (Center of Waste Management – Abu Dhabi)
Customer: [______________________________]

<table>
<thead>
<tr>
<th>تاريخ الإصدار</th>
<th>رقم الإصدار</th>
<th>رقم النموذج</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 Jan, 2015</td>
<td>2</td>
<td>CAP - OPS - FT - 01 - F01</td>
</tr>
</tbody>
</table>
4. Service Agreement

The following detailed service parameters are the responsibility of Tadweer in the ongoing support of this agreement.

4.1. Service Scope

Access to the GPS tracking system by one user name for each customer in which the customer representative can track his owned vehicles only.

4.2. The Customer Responsibilities

- Access login to the GPS tracking system to be confidential and not published to anyone other than the authorized user(s).
- Provide Tadweer with full contact details (Telephone/Mobile Numbers, Email address) to be contacted at any point of time.

4.3. Tadweer Responsibility:

- Tadweer responsibility is providing the Customer with the system link along with its credentials ONLY and ensure that the Customer can access the system using the provided credentials.
- Tadweer will not guarantee the full time access to the system since the system may have some downtime at some points of time due to maintenance releases or updates or unexpected malfunctioning.
- Changes or updates to the GPS tracking service will be done by Tadweer IT team in which there may be a downtime to the system that could prevent accessing the system at some certain points of time. Tadweer will not hold any responsibility under this condition. Once the service is up & running back. The customer shall be able to access the system.

4.4 Service Level Agreement Maintenance

This Agreement will be reviewed on an ongoing basis and updated as needed. Revisions may become necessary due to changing service needs modifications to existing services, addition of services, significant variations from agreed upon service levels, or unanticipated events.

5. Terms and Termination

- This agreement commences on [ ] with the mutual understanding that modifications may be required over time. Any and all modifications will be made in the spirit of the original Agreement and must be reviewed by representatives of Tadweer.
- The initial term of this agreement shall commence on [ ], shall continue for a period of one year, and then shall terminate on [ ].
- Tadweer has the right to disconnect the service once a violation happen by the customer.
- Tadweer has the right to implement any patches/updates to the system as per needed to enhance the system at any point of time without notifying the customer.
- In case of system credentials publishing to others by the customer, Tadweer has the right to take the required legal actions.
- The customer understands and agrees that this agreement is not intended to and shall not be shared with any other parties or persons due to its confidentiality.
- The customer understands and agrees that it shall have NO authority over Tadweer internal business affairs and decisions.
- This agreement shall not be constructed as creating a partnership or joint venture.
- The customer understands and agrees that it shall NOT use the name, trademark, service mark or logo of Tadweer in any advertising, news releases or in any other manner without the written approval of Tadweer.
- This agreement and any dispute arising from the relationship between the customer and Tadweer shall be governed by the law of the emirate of Abu Dhabi.
- Violations of this agreement may result in restriction of access to the system and may lead to disciplinary action including service disconnection without notifying the customer.

<table>
<thead>
<tr>
<th>تاريخ الإصدار</th>
<th>رقم الإصدار</th>
<th>رقم النموذج</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 Jan, 2015</td>
<td>2</td>
<td>CAP - OPS - FT - 01 - F01</td>
</tr>
</tbody>
</table>
Non-Disclosure Agreement

This Agreement of Non-Disclosure (hereby referred to as Agreement) has been made and entered into as of [ ____________ ] between Tadweer (The Center of Waste Management-Abu Dhabi) the “Disclosing Party” and The Customer.

The purpose of this agreement is to specify the clauses that are valid under a Non-Disclosure Agreement. This agreement is signed with the purpose of preventing unauthorized disclosure of confidential information, as defined and agreed upon by the cosigners. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information provided the parties hereto agree as follows:

1) Definition of Confidential Information:
   For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
   (a) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
   (b) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party.
   (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.
   (d) any other information that should reasonably be recognized as confidential information of the disclosing Party
   (e) The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party
   (f) Confidential Information shall not include information which was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party

2) Disclosure of Confidential Information:
   The Receiving Party will limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates. Representatives shall know of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential.

3) Use of Confidential Information
   The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

<table>
<thead>
<tr>
<th>تاريخ الإصدار</th>
<th>رقم الإصدار</th>
<th>رقم النموذج</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 Jan, 2015</td>
<td>2</td>
<td>CAP-OPS-FT-01-F01</td>
</tr>
</tbody>
</table>
4) Terms and Conditions:
This Agreement shall remain in effect for a one-year term. Notwithstanding the foregoing, the parties’ duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely. All access information will be disabled by the disclosing party at the termination of the agreement.

5) Remedies
Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.

6) Notice of Breach
Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7) Miscellaneous
(a) This Agreement can only be modified by a written amendment which is signed by both Parties.
(b) This agreement is governed by the laws of the emirate of Abu Dhabi
(c) Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof.

<table>
<thead>
<tr>
<th>Customer Representative</th>
<th>Tadweer Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>تاريخ الإصدار</th>
<th>رقم الإصدار</th>
<th>رقم النموذج</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 Jan, 2015</td>
<td>2</td>
<td>CAP - OPS - FT - 01 - F01</td>
</tr>
</tbody>
</table>