ORACLE

ORDERING DOCUMENT AMENDMENT ONE

Your Name: Banque Du Liban Your Address: Masraf Loubnan Street, P.O.Box 11-5544, Beirut Lebanon	Oracle Systems Limited - Dubai Internet City Oracle Building No. 6, Sheikh Zayed Road, PO Box 500099, Dubai, United Arab Emirates; Company reg. Nr. 19072; VAT ID 100.067.257.400.003

This amendment ("Amendment One, "ODA1") amends the order identified below and all amendments thereto (the "order") between You and Oracle Systems Limited - Dubai Internet City ("Oracle").

Offer Valid through: 26-JUN-2024.

A. AMENDMENT DETAILS

You and Oracle agree to amend the order as follows:

1. **Ordering Document Number: LB-16446632**

   a. Delete the statement below **Services Ordered Table** present on the OD in it's entirety and replace it with the following:

   " * Month 1 shall correspond to the period beginning on **01-JUL-2024**."

B. ADDITIONAL TERMS

In the event of any inconsistencies between the order and this Amendment One, this Amendment One shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

Banque Du Liban:	**Oracle Systems Limited - Dubai Internet City:**
	DocuSigned by:
Authorized Signature:	Authorized Signature:
Name: Dr. Wassim Mansouri	Name: Ahmad Kebrit
Title: Governor.	Title: Finance Director
Signature Date: 21.06.2024	Signature Date: 08 July 2024
Amendment Effective Date: 08 July 2024 *{to be completed by Oracle}*	8C236A598AA844F...

ORACLE

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: LB-16446632

Oracle Systems Limited - Dubai Internet City Oracle Building No. 6, Sheikh Zayed Road, PO Box 500099, Dubai, United Arab Emirates; Company reg. Nr. 19072; VAT ID 100.067.257.400.003	**Your Name: Banque Du Liban** **Your Address: Masraf Loubnan Street, P.O.BOX 11-5544, Beirut Lebanon**

Oracle Representative:	Nahla Nabil	**Your Billing Contact:**	Ali Nahle
Address:	Tower F2 Omar Bin Elkhatab St. Nasr City, 11771, EG	**Address:**	Masraf Loubnan Street, P.O.BOX 11-5544, Beirut Lebanon
Phone Number:		**Phone Number:**	+9613600606
Email Address:	nahla.nabil@oracle.com	**Email Address:**	anahle@bdl.gov.lb

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees	Estimated Expenses
Fixed Scope Services – Exhibit 1 A. Oracle Custom Fixed Scope Service	N/A	1	12	1	12	$225,665.64	$0.00
Time and Materials Services – Exhibit 2 A. Senior Advanced Support Engineer	N/A	N/A	12	1	12	$15,313.04	$0.00
					Total Fees and Estimated Expenses	**$240,978.68**	**$0.00**

* Month 1 shall correspond to the period beginning on **15-MAY-2024**.

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Online Transactional Oracle Master Agreement v062223 (the "Master Agreement") available at https://www.oracle.com/corporate/contracts/contract-documents/master-agreement.html#online.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net **Sixty (60) days** from invoice date.

4. **Currency: US Dollars ($).**

5. **Offer Valid through: 30-APR-2024.**

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

   You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

Banque Du Liban:	**Oracle Systems Limited - Dubai Internet City:**
	DocuSigned by:
Authorized Signature:	Authorized Signature:
Name: Dr. Wassim Mansouri	Name: Ahmad Kebrit
Title: Governor	Title: Finance Director
Signature Date: 21/6/2024	Signature Date: 08 July 2024
Ordering Document Effective Date: 08 July 2024	*{to be completed by Oracle}*

Your Name: **Banque Du Liban**
Ordering Document Number: **LB-16446632**
Exhibit Number: **Exhibit 1**

A. Description of Services and Deliverables Ordered.

1. Description of Services. Custom Services ordered by You within the Fixed Scope Services section under the Professional Services Ordered table of Your order ("Services") and incorporated within this exhibit:
Oracle will provide upgrade services for the following Oracle products:

Product	Source Version	Target Version
Oracle E-Business Suite Application	12.1.3	12.2.12
Oracle E-Business Suite Database	12.1.0.2.0	19c

Oracle E-Business Suite Modules in upgrade scope:
a. Finance: Accounts Payable, General Ledger, Financial Accounting, Cash Management, Financial Accounting Hub.
b. Projects: Project Costing, Project Analysis.
c. Human Resource Management System (HRMS): Core- Human Resources (HR), Self-Service, Payroll.
d. Supply Chain: Purchasing, Inventory, Order Management, Sourcing.

EBS Current Architecture
a. Single DB node, Single Application node, No Real Application Clusters (RAC).
b. Allocated Central Processing Unit (CPU): Database (DB) 15 Virtual Central Processing Unit (VCPU), App 12 VCPU.
c. E-Business Suite (EBS) environments: 3 (Three): Development (DEV), Unit Acceptance Testing (UAT), PRODUCTION.
d. EBS Operating System: Windows 7 / 10.
e. EBS DB Size: 500GB.
f. Number of expected Concurrent connected users on internal Self-Service: 300.
g. Number of expected Concurrent connected users on Forms: 100.

Upgrade Sequence and Iterations

No.	Phase / Iteration	Description
1	Planning and Preparation	Upgrade Road Map Preparation. Business Process Recording for Human Resource Management System, Supply Chain, Financials, and Project Management Systems.
2	TEST Iteration	Test Environment Cloning. Database Upgrade from 12c to 19c. Technical Upgrade from 12.1.3 to 12.2.12. Functional Internal Testing.

		Development Configuration, Extension, Modification, Localization, and Integration (CEMLI). Technical Support. Technical Upgrade Documentation.
3	Unit Acceptance Test (UAT) Iteration	Test Environment Cloning. Database Upgrade from 12c to 19c. Technical Upgrade from 12.1.3 to 12.2.12. Functional Internal Testing. Functional User Testing. Development (CEMLI). Technical Support. Update Technical Upgrade Documentation with UAT Iteration.
4	DRY RUN Iteration	Test Environment Cloning. Database Upgrade from 12c to 19c. Technical Upgrade from 12.1.3 to 12.2.12. Functional Post activities and Testing. Development (CEMLI).
5	PRODUCTION Iteration	Database Upgrade from 12c to 19c. Technical Upgrade from 12.1.3 to 12.2.12. Production Environment Activities. Production Development Activities.
6	Post Upgrade Efforts	Go-Live DBA Support. Go-Live Functional Support. Go-Live Development Support.

Upgrade Documentation

a. User Productivity Kit (UPK) For AS-IS Business Cycles.
b. R12.2 Business Cycles for changed cycles.
c. Consolidated Log Sheets.
d. Production Build Document.
e. Technical Upgrade Roadmap Document.

Upgrade Exclusions

a. All Operating System Requirements, security, network, storage, cloning, and Backups are customer responsibility.
b. Business users will be responsible for testing business cycles and UAT.
c. Oracle is not responsible for any third party or other applications integrations.

d. Upgrades of any Oracle product or module not mentioned in Products / Modules list section A.
e. Enterprise Command Center (ECC) deployment is out of scope.
f. Any BI/Discoverer products changes (upgrade/patching or re-configurations).
g. Any Application Enhancement or Business Process Mapping.
h. Any Disaster Recovery activities is customer responsibility.
i. Hyperion and Core Banking Integration.
j. Health checks or quality assurance is outside of project scope.

2. Deliverables.

No.	Deliverable Name	Deliverable Description
1	Project Initiation	Project Kickoff and delivery of project plan.
2	EBS Upgrade – Completion of First Iteration	Completion and Delivery of first upgrade iteration and associated documentation.
3	EBS Upgrade – Completion of User Acceptance Testing (UAT)	Completion and Delivery of UAT upgrade iteration and associated documentation.
4	Go-Live	EBS Upgrade – Completion of Go-Live.

B. Acceptance of Deliverables. Upon completion of any deliverable set forth in section A.2 of this exhibit, Oracle shall provide a copy thereof to You and demonstrate that the deliverable conforms to its description upon Your request. If the deliverable does not conform with its description, You shall have three (3) business days after Oracle's submission of the deliverable ("acceptance period") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts at no cost to You to promptly cure any such deficiencies and, after completing such cure, Oracle shall resubmit the deliverable for Your review within a new acceptance period. Upon accepting any deliverable, You shall provide Oracle with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, such deliverable shall be deemed accepted at the end of the acceptance period.

C. Fees and Expenses.
You agree to pay Oracle the fee specified below for the Services and deliverables. This fee does not include expenses or taxes. Upon completion of a milestone, the corresponding fee for such milestone specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such completion date, except as may otherwise be provided in the Master Agreement. A milestone is completed once all the deliverable(s) under such milestone are accepted or deemed accepted in accordance with Section B (Acceptance of Deliverables) above.

No.	Milestone	Percentage %	Milestone Fee
1	Project Initiation	25%	$56,416.41
2	EBS Upgrade – Completion of iteration 1	25%	$56,416.41
3	EBS Upgrade – Completion of User Acceptance Testing (UAT)	25%	$56,416.41
4	EBS Upgrade – Completion of Go-Live	25%	$56,416.41
	Total Fixed Fee	**100%**	**$225,665.64**

Any expenses will be invoiced monthly.

D. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Your project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

E. Your Cooperation.

1. You will provide infrastructure\administration support where and when requested by Oracle team.

2. You will provide Virtual Private Network (VPN) connection with appropriate authority to Oracle personnel where and when needed.
3. Perform any Operating System/storage/Backup/Network/Load Balancer activities.
4. You will assign a dedicated single point of contact (SPOC) with adequate authority to sign, accept on Your behalf.
5. Purchase and maintain all required licenses and technical support for the Products in project scope.
6. Manage all users, user profiles, and access policies.
7. Be responsible for all international, national, or state statutory compliance and regulations pertaining to data and application protection.

F. Project Assumptions.

1. All Deliverables, documents will be provided in the English language only.
2. R12 Technology new features will be through detailed presentation, not official training.
3. The Actual required downtime will be calculated in Dry Run Phase.
4. Customer to provide VPN access.
5. Customer to provide a fresh clone environment before any test iteration.
6. Delivery of the project will be provided by remote resource with onsite support for UAT and Go-live.

ACS TIME & MATERIALS EXHIBIT

Your Name: **Banque Du Liban**
Ordering Document Number: **LB-16446632**
Exhibit Number: **Exhibit 2**

A. Description of Services Ordered. Services ordered by You within the Time & Materials Services section under the Professional Services Ordered table of Your order ("Services"). The service descriptions applicable to the Services are published in the *Annual, Fixed Scope, and Time and Materials Services Service Descriptions,* that may be accessed at www.oracle.com/contracts, and/or incorporated within this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.

Upon execution of Your order, Oracle will make available to You the Services. You must notify Oracle in writing if and when You require performance of the Services.

B. Rates. The Services are performed on a time and materials ("T&M") basis; except as otherwise set forth in section C. below, You shall pay Oracle for all of the time spent performing the Services, plus materials, taxes and expenses.

For a period of **Twelve (12) months** from the ordering document effective date, the Services will be provided at the rates set forth in the table below corresponding to (i) the day/time period ("Work Shift") when the Services are performed and (ii) the scheduling of the Services ("Work Period"). Work Shift and Work Period are defined below.

		Work Shift[1]		
Resource Level	Work Period[2]	Standard Business Hours Daily Rate*	Extended Business Hours Daily Rate*	Weekend & Holiday Daily Rate*
Senior Advanced Support Engineer From: Egypt	Standard Delivery	$382.83	$478.53	$574.24
	Urgent Delivery	$497.67	$622.09	$746.51

*The daily rates set forth above assume an eight (8) hour day. However, You will be invoiced in accordance with this section B. and except as otherwise set forth in section C. below, shall pay Oracle for all of the time each Oracle resource spends performing the Services, which may be more or less than eight (8) hours per day, per resource.

[1]Work Shift. Oracle may deliver the Services during the following work shifts:

a. "Standard Business Hours." Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in this exhibit.
b. "Extended Business Hours." Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in this exhibit.
c. "Weekend." Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in this exhibit and ending on Monday at 7:59 am.
d. "Holiday." Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in this exhibit.

[2]Work Period. Oracle may deliver the Services during the following work periods:

a. "Standard Delivery." Services You have requested that Oracle commence no sooner than seventy two (72) hours after Oracle receives Your written request. Standard Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.
b. "Urgent Delivery." Services You have requested that Oracle commence within seventy two (72) hours of Oracle's receipt of Your written request. Urgent Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.

C. Fees, Expenses, and Payment. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for the Services reach the estimate, Oracle will cooperate with you to provide continuing Services on a T&M basis.

D. Project Management. You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of the Services provided to You by Oracle under this exhibit.