

ANCILLARY AGREEMENT no.2

TO THE

IPBB AND IGW UPGRADE AND SUPPORT CONTRACT OF ADHERENCE

BETWEEN

MOBILE INTERIM COMPANY No.2 S.A.L.

AND

DATA CONSULT S.A.L.

المراقب

بيانه الرسم

قيمة الغرامه : 103.890 . 00

لحموع: 0.00

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THIS ANCILLARY AGREEMENT (Hereinafter referred to as the “**Ancillary Agreement no.2**”) to the IPBB AND IGW Upgrade and Support Contract of Adherence (Hereinafter referred to as the “**Contract of Adherence**”) entered into between Mobile Interim Company No. 2 S.A.L. and Data Consult S.A.L. on the 20th of June 2023, is made by and between:

Mobile Interim Company No. 2 S.A.L., a company registered under the laws of Lebanon, incorporated at the Trade Register of Beirut under the number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon.
(Hereinafter referred to as “**MIC2**”)

AND

Data Consult S.A.L., a company registered under the laws of Lebanon, incorporated at the Trade Register of Baabda under the number /2016519/, and registered at the Lebanese Ministry of Finance under the number /288/, electing domicile at Mkalles 2001 Center, 2nd Floor, Mkalles, El Metn, Lebanon, represented in this Ancillary Agreement no.2 by its Assistant General Manager Mr. Michel Fouad Wakil
(Hereinafter referred to as “**Data Consult**”)



MIC2 and **Data Consult** are individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”.

RECITALS:

The Parties have entered into the Contract of Adherence on the 20th of June 2023 and ancillary Agreement for the upgrade of contact center on
(Hereinafter referred to as “**Ancillary Agreement**”) which have standardized the terms and conditions upon which Data Consult shall carry the upgrade of MIC2’s existing IPBB and IGW along with support services;

Whereas, some items under the support services reach their EOS (End of Support) by May 31st 2024 as per Cisco announcements, , a need has emerged to extend the support services with the current contractor (Data Consult) since the EOS items

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consists of line cards for which their chassis and controller board are still under support.

Accordingly support tickets and troubleshooting will still be conducted by Data Consult following the Serial Number of the controller boards and in case the fault was traced to the EOS Line Cards then Data Consult will replace the faulty Line Card from their own stock.

Whereas, the provisions of the Public Procurement Law Number 244 dated 19 July 2021 and particularly those of Article (46 - 3) enables direct contracting for such case;

NOW THEREFORE, and as of the Effective Date herein below, and in consideration of the Parties' business relationship, the Parties mutually agree as follows:

Article 1:

The Recitals hereinabove and any Attachment annexed hereto shall form an integral part of this Ancillary Agreement no.2 and of the Contract of Adherence.

Article 2:

By means of this Ancillary Agreement no.2, and as of the Effective Date herein below, Parties agree on introducing to Phase 3 of the Contract of Adherence an additional support extension to all items which EOS date is the 31st of May 2024 as detailed in (Annex 1), for a period of 12 months as of 1st June 2024 as per the attached offer (Annex 2).

Such additional obligation shall be executed in return for an additional amount of **USD /290,000/ (Only two hundreds and nghty Thousands United States Dollars)** on top of the total cost defined through Article (20) of the Contract of Adherence.

The said additional amount shall be settled by MIC2 to Data Consult exclusively in Lebanese currency at Sayrafa rate or any equivalent platform rate on the date of payment in alignment with the payment terms stipulated under the provisions of Article (21) and Article (21.3) of the Contract of Adherence.

Article 3:

3-1: Notwithstanding anything to the contrary, the Contract of Adherence, the Ancillary Agreement and this Ancillary Agreement no.2 set forth the entire understanding and obligations between the Parties regarding the subject matter.

3-2: This Ancillary Agreement no.2 shall be read in conjunction with the Contract of Adherence. However, in the event of any inconsistency between the terms of the Contract of Adherence and this Ancillary Agreement no.2, except as explicitly stipulated herein, the terms of the Contract of Adherence shall prevail.

3-3: Except as explicitly stipulated in this Ancillary Agreement no.2, the terms of the Contract of Adherence shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Ancillary Agreement no.2 to be executed in Beirut in two (2) original copies on 29 - July - 2024 ("Effective Date") by their respective authorized representatives, each party keeping one original copy.



For and on behalf of
Mobile Interim Company No. 2 S.A.L.

Salem Itani
Chairman General Manager

Nibal Matta Salameh
Chief Financial Officer

For and on behalf of
Data Consult S.A.L.

Michel Fouad Wakil
Assistant General Manager

DATA CONSULT
S.A.L.

