



ANNUAL YEARLY CONTRACT FOR IT SUPPORT SERVICES

English Version Vo.1

Contract Reference # : TM-BDL-ITSS-2023

Customer Name : BANQUE DU LIBAN

Contract Subject : IT Support Services

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Technomania, briefly

Technomania has been a leading solution provider and System integrator. We provide systems and computer hardware that cover major Business sectors. Since the beginning, we've focused on providing reliable solutions that will ultimately serve our clients. Our clients are covered with ultimate care plans and professional support, corrective and preventive maintenance.

Our Competitiveness & Quality of Service differentiates us. We achieve this through internal quality procedures and 99.9% up-time that guarantee uninterrupted high level services and a highly qualified staff of professionals with great experience.

Technomania will act as a technology and innovation extension of your organization. The service will be tuned to the demand of your business and we will develop together the strategy while making sure the day to day operations is handled upon your needs.

Technomania ensures that an extended IT services will be delivered to our customers within our main and usual business vision: keeping our customer satisfied on all levels.

Technomania work on-site & off-site, sleeves rolled-up, and with a "can-do" attitude to address our clients' needs.

Our Services

- **Enterprise Solutions**

Our services division offers years of expertise in the design and implementation of elaborate IT solutions adapted to the needs of each business or corporation. We deliver IT Infrastructures ranging from storage solutions, to virtualization solutions, to server consolidation projects. Our team counts highly qualified individuals with thorough experience in large IT projects development, with solution architects designing tailor-made solutions to fit each client's particular requirements, project managers following up on the project implementation and certified engineers working on the project deployment.

- **Managed Services**

One of the major challenges in business IT solutions is to foresee and prevent possible failures that are bound to happen. This is why our tailored managed services focus on a proactive maintenance based on a 24/7, year-round monitoring. These features, coupled with a total desktop security solution, spam email prevention and scheduled back-up of critical data, among others, allow our customers to take care of their core business without the worry of owning an IT network, yielding higher productivity and cost effective time saving.

- **IT Outsourcing**

Not all companies have the capacity or need for a dedicated in-house IT department, and some others need some extra assistance on a part-time basis. This is where our IT outsourcing solutions intervene, with specialized engineers taking care of any IT need your company might have, each in his own area of expertise. Our IT outsourcing solutions include daily IT maintenance tasks and issues resolution, backups, IT systems management, disaster recovery and business continuity planning, as well as project implementation and management, regular reporting for full visibility and IT consultancy.

- **Backup and Disaster Recovery Solutions**

Data preservation is one of every company's main concerns, and our services division will guide its clients every step of the way to ensure their information is well preserved and protected. We develop personalized on-site and off-site backup and recovery policies for each company, and look over the following procedure and implementation; finally, we conduct periodic restore to audit the validity and health of the backed up data.

- **Security Solutions**

Today's threat landscape is dynamic, with disruptive technologies like mobile, social, cloud and big data increasingly impacting protection strategies. Our security solutions offer businesses effective security risk management, using defense-in-depth strategies, monitoring, analyses, and reporting. We ensure a holistic approach for organizations with solutions in the areas of identity and access governance, data protection, risk & compliance, threat management and mitigation (application, network & mobile) and cyber security monitoring & management.

- **Policies and Procedures Implementation**

Policies and procedures are core requirements in businesses which seek excellence and professionalism. Our services team helps organizations write all IT security policies, along with others such as administration and human resources

policies, according to international standards. The team then develops procedures workflows and follows up on their implementation. Finally, periodic audits are conducted to ensure all procedures are well applied and functioning properly, and new procedures updates rightfully implemented.

Agreement Overview

This document represents technomania IT Support Services between:

Company Name	Technomania SARL		
Address	Equipment Ltd Bldg Dekweneh, P.O.Box 55-216, Beirut, Lebanon		
Phone	+ 961 1 514 003 (Ext. 104)	Mobile	+ 961 3 673 636
Fax	+ 961 1 485 653	Email	ihaddad@techno-mania.net

Company Name	Banque Du Liban		
Address	Hamra Street, Beirut, Lebanon		
Phone	+961 1 750000	Email	akassem@bdl.gov.lb

This agreement defines the relationship between *Technomania* "hereafter referred to as the **TM**" and Messrs. Banque du Liban-BDL "hereafter referred to as the **BDL**". It is the cornerstone of how TM sets and maintains commitments towards BDL.

Terms and Conditions

1- Purpose

The purpose of this document is to define the terms & conditions of IT Support services to be provided by *TM* for BDL end users.

2- Term of Contract and Contract Termination

- a. The contract becomes effective only after being signed by both TM and BDL. IT Support Services will commence on the first day of the contract period.
- a. The contract is renewed automatically for a period of one year from the contract expiration date if no written termination notice is submitted two months prior to the contract end date.
- b. TM is not responsible for furnishing software to BDL, nor is TM responsible for ensuring the legitimacy of the software used in BDL's site. Although TM would support the pre-existing software, and may install software provided by BDL, it is the full responsibility of BDL to ensure the software legitimacy.

3- Non-Disclosure & Confidentiality Agreement

1- Definition of Confidential Information:

- a. "Confidential Information" means any data / documents or technical information and specification 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: (i) 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, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) 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; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. 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 and that Disclosing Party regards all of its Confidential Information as trade secrets.
- b. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information

2- Disclosure of Confidential Information:

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) 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, and only for that purpose; (b) advise its Representatives 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; (c) shall keep all Confidential Information

strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

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. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in 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.

4- Compelled Disclosure of Confidential Information:

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5- Non-Solicitation Clause:

During the term of this Agreement and for one year after any termination / completion of this agreement, neither party directly or indirectly, for himself or on behalf of any other person, partnership, company, corporation or other entity, shall solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee or consultant to terminate their relationship with the other party.

4- TM Obligations

- a. TM shall assign a Technical Account Manager (TAM) who's responsible for handling the managerial aspect of the TM-client relationship, ensuring adherence to the contract terms, and to guarantee customer satisfaction
- b. TM shall provide BDL with quality technical support services in the areas of user support and computer & peripheral devices software and hardware maintenance.
- c. TM shall provide BDL with one of the below on-site technical support team as needed:
 - PC Managed Services
 - End Users Managed Support
 - Software Managed Support for end users
- d. The team member will have educational and skills requirements .

The scope of work will be mentioned in the **table A**

5- BDL Obligations

- a. It is the responsibility of BDL to provide all required software. Although *TM* might install and maintain software running in BDL environment, it is BDL's responsibility to provide the software media, license keys, and to ensure the software legality. Only software purchased from *TM* are guaranteed by *TM* for legitimacy.
- b. BDL shall provide adequate working space, including, light, ventilation, and outlets for the use of the resource.
- c. BDL shall permit access to the equipment which is to be maintained.
- d. BDL is to assign and inform *TM* of primary and secondary contact persons responsible for communication with *TM*.
- e. Adhere to the financial terms of the contract in regard to the payment amounts, terms and timeline.

6- Working Hours

TM shall deliver the service as onsite support for seven hours per day, based on a five days' work schedule. The seven hours are to be delivered within Monday-Friday from 9:00 AM to 4:00 PM.
TM staff is entitled to all official holidays.

7- Contract Duration

The contract period shall be for 12 Months, starting January 1,2023 till December 31,2023.

8- TM Team Member Replacement

BDL can request the replacement of a team member at any time if the team member is not complying with BDL set policies, procedures, work schedule, standards, or guidelines. A one-month period shall be given to TM to find a suitable replacement.

TM is responsible ensure coverage continuity by providing immediate replacements for team members that cannot report to work at any given work day for reasons such as sickness and vacation.

Table A - Proposal

Our Reference #	TM-BDL-ITSS-2023
Customer Name	BANQUE DU LIBAN
Contract Subject	IT Support Services
Prepared By	BDL IT and Technomania teams

Scope Of Work	<p>The scope of this contract is to provide IT services and support for BDL IT Systems and service for end users and will be carried out as follows:</p> <ul style="list-style-type: none"> • Technomania will provide supports and services depending on the chosen option proposed in the contract below. • Professional Information Technology Consultancy for end users support. • Presence on site when requested or required as per the approved proposal. • Terms and conditions will apply depending on the contract terms. • The customer and Technomania will work together to insure a good support and service will be provided by the technomania support team • The customer and Technomania will work together on users' activities and insure that the users's desktops are running and working in a proper way. • Upon contract signing, Technomania will provide all the required services on end users side. <p>The daily IT Tasks, is not limited to this list, but it can include all IT Services and Support: List of main activities and daily tasks can be found in APPENDIX B</p> <p>The IT services will be carried out to the highest professional standards by professionals who shall work according to all codes of correction and precision.</p>
Logistics and locations	<p>The IT Services shall be carried out for the BDL Campus.</p> <p>Hamra Street – Block A, B , C, D, E</p> <p>Each expert should apply 15 calls per day</p> <p>We meant per Call, when the expert move physically to end user office in order to submit an IT job</p>
Number of Support team	One expert from technomania
Contract Period	12-Month

Table B - Financial Offer

Financial Offer	
12 Months Charges (excluding VAT)	15,000 USD
VAT 11%	1,650 USD
Yearly Charges (including VAT)	16,650 USD
Payment Terms	Full payment at contract signature date= 100%
Offer Validity	One Week

Appendix A (Educational & Skills Requirements)

1- PC Managed Services (PCMS):

Educational &/or Experience Requirements:

- TS with 2 years' experience
- BT with 3 years' experience
- CC with 1-year experience

Skills Requirements:

- Computer: Advanced Computer/Peripherals troubleshooting Skills
- Communication skills: Excellent
- Organization skills: Excellent

مديرية المعلوماتية
تدقيق الملف
إسم الموظف: محمد الجباري
التوقيع: [Signature]
التاريخ: 2023/11/18

مديرية المعلوماتية
تدقيق الملف
إسم الموظف: هاري محمد الجباري
التوقيع: [Signature]
التاريخ: 2023/11/18