**Maintenance Agreement of Office Equipment**

Signed between:

**Mobile Interim Company 1 S.A.L (MIC1),** a Lebanese company registered with the Commercial Register of Baabda under No /72514/, and with the Ministry of Finance VAT department under No /296116-601/, having its head office located at Parallel Towers, Block A, Dekwaneh, Beirut, Lebanon and represented by its Chief Financial Officer Mr. Rafic el Haddad and its Chairman & CEO, Mr. Jad Nassif,

Hereinafter called “**Customer**”

And

**The Supplier,** an establishmentregistered with the Commercial Register

Hereinafter called “**The Supplier”**

MIC1 and Supplier are hereinafter called individually the “Party” or collectively the “Parties”.

# Preamble

Whereas MIC1 is managing one of the two national mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications,

Whereas the Customer owns the” Equipment” described in Annex 1,

Whereas the Supplier agrees to provide the Customer maintenance to the “Equipment” according to the conditions set forth in this agreement,

Therefore, and in consideration of the above, it is hereby agreed between the parties as follows:

# Article 1 Maintenance Services

* 1. **Office Equipment; Shredder, Fax (Detailed list in Annex 1)**

The Supplier shall provide the Maintenance Service according to the following conditions:

Maintenance service shall include:

* Corrective maintenance / unlimited / On-call emergency service

The labour necessary to maintain the equipment in good operating condition.

Hardware repair with calibration and cleaning.

Maintenance service shall exclude:

Consumable i.e., Drum, Developer, Toner, Fuser oil, Web material, paper…etc. are not covered by this agreement.

* 1. **Hardware Maintenance “Banknote Money Counterfeit and Counting machine with related thermal printer” (Detailed list in Annex 1)**

The Supplier shall provide the Maintenance Service according to the following conditions:

* Preventive Maintenance every 2 months.

The labour necessary to maintain the equipment in good operating condition.

A full hardware maintenance with calibration and cleaning.

* Corrective Maintenance / unlimited / On-call emergency service.
* Replacement and fees of defected Spare Parts.
  1. **Software Maintenance Agreement for “Banknote Money Counterfeit and Counting machine” (Detailed list in Annex 1)**

The Supplier shall provide the Maintenance Service according to the following conditions:

* The labour necessary to maintain the equipment in good operating condition.
* Preventive Software Maintenance every 2 months. The Company is responsible for maintaining covered equipment in good operating condition, providing remedial maintenance during the maintenance period, **ensuring proper equipment functionality, and detecting any potential of counterfeit money or incorrect counting operations** throughout the period of the agreement. **(Mandatory for USD / EURO / LBP)**
* Corrective Maintenance / On-call emergency service in case of any failure occurrence.
* Replacement of defected Spare Parts (when necessary for proper counterfeit detection and counting money operations)
* The Supplier is responsible for replacing counterfeit money if it is not detected at any time during operations.
* The Supplier is responsible for notifying MIC1 immediately if new software updates are available for local and foreign currencies or if they are no longer available from the manufacturer.
  1. **Software Update Agreement for “Banknote Money Counterfeit and Counting machine” (Detailed list in Annex 1)**

The Supplier shall provide the Maintenance Service according to the following conditions:

* The labour necessary for software update.
* Full software update requirements for MIC1. Software maintenance and updates upon the release of new currency or counterfeit money in the Lebanese market.
* Software provisioning shall be within a maximum of 15 days from the request date.
* Software Update process shall be completed within 48 hours from the delivery of the machine to the supplier.

**Article 2 Term and termination of the Agreement**

# 2.1 The term of this agreement shall be for a period of one (X) year as of XXX

# 2.2 The Customer shall have the right to terminate this agreement any time with no need to any legal recourse by a two-(2)-month prior written notice with immediate effect sent to the Supplier by registered mail.

# 2.3 The Customer shall have the right to terminate this agreement any time with no need to any legal recourse by a written notice with immediate effect sent to the Supplier upon the request of the Ministry of Telecommunications

# Article 3 Responsibility and Liability Limitation

3.1 The Supplier’s responsibility shall cease if:

* Equipment was serviced by other than the Supplier’s authorized technical representative.
* Non-approved or non-standard Equipment’s supplies were used by the Costumer.
* Equipment was damaged due to fire or natural disasters.
  1. Response Time:
* The supplier is required to respond within a 24-hour time frame upon receiving the customer's request and within 48 hours for repair after the machine is delivered to the supplier.
* Supplier if fails to respect the specified time frame for intervention or response upon request, Supplier will be subject to a penalty of 5 % per occurrence to the Customer of the total amount of this agreement for a period of one (1) contractual year.
  1. The supplier shall promptly provide a temporary replacement machine upon our request for maintenance or repair of any machine until defected machine is delivered to them.
  2. Maintenance Service shall be provided during regular business hours of the Supplier and Customer
  3. Service Report of maintenance or repair to be provided by Supplier in soft copy.
  4. The supplier shall be responsible for any damage caused during maintenance activities.
  5. The supplier will be notified of any recurring malfunction within a period of 1 month due to the same defect, who is required to inspect and repair the machine again and shall bear the expenses for the repair.
  6. The Maintenance Company shall pay a penalty of 5 % per occurrence to the Customer from the total amount of this agreement (for one (1) contractual year) every time the Equipment is not working properly due to a violation of the Company to any point of Article 1 and /or due to any reason related to the Company itself.

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# Article 5Force Majeure

5.1 “**Force Majeure Event**” means an unforeseeable, extraneous event beyond the control of a party (the “Affected Party”), its sub-contractors and its suppliers which is at the date of this Agreement unknown to, and cannot reasonably be anticipated by, that party.

5.2 In case an Affected Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:

5.3 The Affected Party’s obligations under this Contract are suspended while the Force Majeure Event continues and to the extend that it is prevented, hindered or delayed; and

5.4 As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under thisAgreement; and

5.5 In case the Affected Party does not comply with Article 4.2.2 it forfeits its rights under this Article 5, ‘Force Majeure’; and

5.6 The Affected Party shall make all reasonable efforts to mitigate the Force Majeure Event on the performance of its obligations under this Contract; and

5.7 As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Contract.

**Article 6 Annual Maintenance Fees**

The annual maintenance fees are fixed at USD XXXX (~~Two Thousand~~ US dollars) excluding VAT for the services mentioned in Article 1 to be paid 100% cash in LBP, on market rate upon contract signature and invoice receipt.

**Article 7** **Entire Agreement**

This agreement constitutes the entire agreement between the Customer and the Supplier and no representation, statement, condition nor warranty, whether expressed or implied, statutory or otherwise, not contained in this agreement shall be binding on the Supplier. No alternation, waiver nor modification of the printed terms of this agreement shall be valid unless signed by a person authorized by the Supplier. The said terms shall prevail not withstanding any variance or conflict with the terms and conditions sought to be imposed by the Customer, and the Customer’s signature hereof shall be conclusive evidence thereof.

**Article 8** **Confidentiality**

The Supplier commits itself to keep confidential, and not to divulge any information or documents of any nature to which it can have access during the execution of the present Agreement. The confidentiality of the Supplier’s obligation in this Agreement shall survive the termination of this Agreement for a period of two (2) years. Nevertheless, this obligation shall neither be used against the Republic of Lebanon nor any person or entity designated by it.

**Article 9** **Anti - Corruption**

The Contractor is aware that paying or giving of anything of value, either directly or indirectly, by the Supplier, or any of its subsidiaries or affiliates, to an official of a government, or to any party for the purpose of influencing an act, or decision in their official capacity, or including them to use their influence with the government to assist MIC1, in obtaining or, retaining business for or with, or directing business to any person, is construed as corruption. The Contractor undertakes not to take any action which may be construed as corruption and to notify MIC1 if it becomes aware of any action which may be construed as corruption and to hold harmless and indemnify MIC1 for any losses, damages, fines, penalties whatsoever which MIC1 may suffer or incur arising out of or incidental to any such action and, in such case, MIC1 may terminate the Agreement at any time without notice or indemnity.

**Article 10** **Assignment**

11.1 The Customer has, under a fifteen (15)-day-notice delivered either by a registered or notarized letter to the Supplier, an irrevocable right to assign this agreement to the Lebanese Government or to any entity designated by it. In such case, the new entity shall entirely subrogate to the rights and obligations of the Customer without any cause of action or recourse against the Customer by the Supplier, and this starting the effective date of the assignment.

**Article 11** **Environment and Occupational Health and Safety**

The supplier is bound to comply with Alfa’s requirements regarding the “Environment and Occupational Health and Safety” mentioned in the Supplier Compliance Form.

**Article 12** **Governing Law and Disputes**

This agreement shall be governed and construed in accordance with Lebanese Law and all disputes arising under this agreement shall be submitted to the exclusive jurisdiction of Beirut Courts.

**IN WITNESS WHEREOF**, the Parties hereto have signed this agreement to be executed on ……………………….in two (2) original copies, each party holding one and each party bearing the fiscal stamp duty related to its copy.

**MIC1 S.A.L Supplier**

Jad Nassif

Chairman & CEO

Signature \_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_

Rafic el Haddad

Chief Financial Officer

Signature \_\_\_\_\_\_\_\_\_\_