



Support Services Agreement

This Support Services Agreement (Hereinafter referred to as the **Agreement**) is made and entered into by and between:

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

AND

Middle East Technology for Consultancy and Services (MET-CS) S.A.L., a company incorporated at the Baabda Trade Register under number /2022719/, and registered at the Lebanese Ministry of Finance under the number /2406099/, electing domicile at CAP Center, 6th Floor, Kaslik Main Road, Sarba Region, Jounieh, Lebanon, represented in this Agreement by its Chairman Mr. Khalil Jabra.
(Hereinafter referred to as the "**Supplier**")

Each of the two parties is hereinafter referred to as a "**Party**" and collectively as the "**Parties**".

Preamble:

Whereas, MIC2 is operating the second mobile network for the account and for the benefit of the Republic of Lebanon, and is in need to purchase VMware Back to Back Support Services for the licenses defined in the attached Bill Of Quantity (BoQ) through Schedule (1) hereto (Hereinafter referred to as the "**Services**");



To this effect MIC2 has announced for a Request for Quotation to select the best supplier to provide the Services, whereas at the outcome of the abovementioned Request for Quotation, Supplier (Middle East Technology for Consultancy and Services (MET-CS) S.A.L.) was selected to provide MIC2 by the Services as detailed in specifications and prices within the submitted Financial and Technical Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1), and according to the Service Level Agreement annexed hereto as Schedule (2);

MIC2 and Supplier wish by the present Agreement to set out the terms and conditions upon which Supplier shall provide the Services to MIC2;

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

1. The Entire Agreement

The Preamble above, any Schedule annexed hereto and any Purchase Order issued under this Agreement shall form an integral part of this Agreement.

2. Scope of the Agreement

Supplier undertakes to provide MIC2 with the Services as per the specifications and prices listed in the submitted Financial and Technical Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1) and/or in the relevant Purchase Order(s) placed by MIC2 according to the terms and conditions of this Agreement and to the Service Level Agreement annexed hereto as Schedule (2).

3. Order of Services

3.1. MIC2 shall issue a written Purchase Order(s) to the Supplier for the Services required (Hereinafter referred to as the "**Purchase Order(s)**").

3.2. The Purchase Order(s) shall be forwarded by MIC2 to Supplier through an email to the following email addresses:

fouad.azar@met-cs.com

finance@met-cs.com



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3.3. The Purchase Order(s) issued by MIC2 under this Agreement shall only be legally and financially effective in favor of Supplier in light of Supplier's good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.

4. Delivery of Services

4.1. Supplier undertakes to deliver the Services ordered by MIC2 under this Agreement as mentioned in the relevant Purchase Order(s).

The word "delivery" shall mean the satisfactory implementation of Services.

4.2. Supplier undertakes and warrants that the Services delivered under this Agreement are:

- Conforming to all MIC2's required specifications as defined in the submitted Financial and Technical Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1) and/or in each of the relevant Purchase Orders issued under this Agreement, and according to the Service Level Agreement annexed hereto as Schedule (2).
- Free of any defect whether apparent or hidden.

4.3. The Services shall be delivered in the specifications and prices as listed in the submitted Financial and Technical Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1) and/or as determined by MIC2 in each of the relevant Purchase Orders issued under this Agreement, and according to the Service Level Agreement annexed hereto as Schedule (2).

4.4. A penalty amounting to 0.5% of the total amount of each of the relevant Purchase Orders shall be applied on Supplier to the benefit of MIC2 for each five (5) calendar days of delay in the delivery of any of the Services and shall have a maximum cap of 10 % of the total amount of each of the relevant Purchase Orders.

The said penalty amount shall be automatically deducted by MIC2 from the amount due to Supplier without the need for any legal claim or action.

The said penalty clause may be excluded from application only in the sole case of mutual consent between the two Parties for its exclusion, noting that such consent for exclusion must be expressed only through a written instrument to be signed by both Parties.



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5. Warranty and Indemnity

5.1. Supplier warrants at its own cost and liability that all the Services provided under this Agreement are conforming to the specifications detailed in the submitted Financial and Technical Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1) and/or in the relevant Purchase Order, and according to the Service Level Agreement annexed hereto as Schedule (2).

5.2. Supplier shall fully indemnify MIC2, together with its officers, agents and employees, against any claim with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, or employees during the performance of any work hereunder.

5.3. Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the provision of Services shall be individually and jointly responsible for the terms and conditions of this Agreement.

5.4. Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work hazards and emergencies, and any other rights and obligations that might arise during or in the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of the supply of Services process as well as damages caused by the Supplier's work on site.

5.5. Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the works done under this Agreement.

6. Liability, Indemnity and Infringement

6.1. Supplier will be held liable and shall indemnify MIC2:

- For death or personal injury resulting from the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel, employees or agents or contracting parties. Supplier undertakes to settle all damages to any party whatsoever resulting therefrom without any restriction.



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- For any physical damage to the tangible property of MIC2 to the extent it is caused by the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel.
- For any damage and/or loss of revenue or traffic caused to MIC2 or MIC2's existing network, for which MIC2 may be liable to the Republic of Lebanon or to any third party, whether such damage and/or loss arises out of any omission, neglect or default of Supplier during or in connection with the supplied Services.
- Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.

6.2. Infringement:

Supplier shall defend MIC2 against any claim that the Services may infringe on a patent or copyright, granted or registered in the Lebanese Territories, provided that MIC2 promptly notifies Supplier of the said claim. Supplier shall have the sole control of the defence and all the related settlement negotiations, and MIC2 shall provide the Supplier by the information and needed assistance for the defence of such claims, all on the Supplier's full expense and responsibility.

Supplier must indemnify and hold MIC2 harmless from any payment which by final judgments in such suits may be assessed against MIC2 on account of such infringement and shall pay resulting settlements, costs and damages finally awarded against MIC2 by a court of law.

7. Fees, Invoicing and Payment

7.1. Fees

7.1.1. The fees for the Services provided under this Agreement shall be determined by MIC2 in each of the relevant Purchase Orders issued under this Agreement and must comply with the prices for the Services as listed in the submitted Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1).

7.1.2. Supplier undertakes to adhere to the prices for the Services as listed in the submitted Quotations and Bill of Quantity (BoQ) annexed hereto as Schedule (1) all through the term of this Agreement, and must not amend for any reason whatsoever all through the term of this Agreement unless by reduction where possible.



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7.1.3. The fees for the Services as defined in Clause (7.1.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the Services under this Agreement, and shall include all expenses that may be incurred by Supplier in this regards.

7.2. Invoicing and Payment

Invoicing and Payment terms for the ordered Services under this Agreement shall be made in conformity with the terms defined in each of the related issued Purchase Orders in this regards.

8. Tax, duties and levies

Each party shall be liable for the taxes and levies due on it as per the Lebanese laws, rules and regulations (including the stamp duty amount).

9. Term and Termination

9.1. This Agreement shall be effective as of the date of its signature herein below (the “Effective Date”) and shall remain valid for one (1) year thereafter.

Upon the expiration of the abovementioned term, this Agreement shall be renewed for an additional term(s) only upon the prior written consent of the Parties.

9.2. MIC2 shall have the right to terminate this Agreement and/or any Purchase Order issued under it at any time and without having to state the reason(s) for such termination, and without any liability on MIC2, provided that the decision to terminate this Agreement and/or any Purchase Order issued under it is notified to Supplier thirty (30) days prior to the effective date of termination.

9.3. This Agreement may be terminated by MIC2 upon a thirty (30) days’ written notice with the right to claim compensation if Supplier materially breaches this Agreement, and fails to cure such breach within fourteen (14) business days after receipt of a written demand for cure from MIC2. The amount of the said compensation shall equal to thirty (30%) of the total amount of the related Purchase Order to which the breaching acts of Supplier has affected MIC2’s interests.



9.4. If at the time of expiry or early termination of this Agreement the Services ordered by MIC2 as per a given Purchase Order have not been supplied, then this Agreement shall be deemed extended until the full supply of such Services, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed supply if the delay is due to Supplier's default.

10. Relationship of the Parties

10.1. The relationship of the Parties established by this Agreement shall be solely that of independent contractors. Nothing contained in this Agreement shall be construed to make one party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of this Agreement have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

10.2. This Agreement shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Supplier. Any Party who has not signed this Agreement is not a party thereto.

11. Non-exclusivity

This Agreement is not exclusive to Supplier. MIC2 retains the right to contract other parties for similar work covered by this Agreement, and Supplier has acknowledged this right without any objection or reservation.

12. Confidentiality

12.1. Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information/documents/correspondence received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Agreement and shall not in any time disclose such information/documents/correspondence to any third party or make use of any such information/documents/correspondence for any purpose other than as required to execute the object of this Agreement.

Supplier is aware that MIC2 is entitled to disclose any information/documents/correspondence relating to this Agreement to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier's approval.



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12.2. The confidentiality provisions contained in this Article (12) shall survive the termination or expiration of this Agreement.

13. Assignment

Supplier shall not assign this Agreement, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2.

However MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Agreement to the Republic of Lebanon or any of its designees, having given Supplier prior written notice of such assignment but without having to obtain its consent prior to such assignment.

For the avoidance of doubt, Supplier irrevocably agrees to grant MIC2 the right to assign and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the Assignee shall be responsible to Supplier for any of the obligations, liabilities, debts or charges of any kind relating to this Agreement and in existence as at the date of any such assignment.

The Assignee of the present Agreement shall also have the right of assignment provided for under this Article (13).

14. Applicable Law and Dispute Resolution

14.1 Both Parties agree that the Lebanese Laws and regulations shall apply to any litigation arising out of the application or interpretation of this Agreement.

14.2 Disputes arising in connection with this Agreement shall be settled by the competent courts of Law in Beirut.

15. Force Majeure

15.1 Neither Party is liable for delay or failure to perform any of its obligations under this Agreement insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event.

In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate this Agreement by means of written notice without bearing any liability whatsoever. In such case, MIC2 shall pay to Supplier the part of the





terminated Purchase Order which have been fully delivered and accepted by MIC2.

15.2 For the purposes of this Agreement, a force majeure event means any event, which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, always as defined by the Lebanese Laws and Regulations.

16. Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

17. Notices

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any written notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Beirut with effect as of 17 July 2023 by their respective authorized representatives in only one original copy being kept at MIC2 hands.

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

Salem Itani
Chairman General Manager

Salem Itani
Charbel Cordahi
Chief Financial Officer
CG

For and on behalf of
Middle East Technology for Consultancy and
Services (MET-CS) S.A.L.

Khalil Jabra
Chairman

Khalil Jabra
Middle East Technology
MET-CS
for Consultancy and Services



1. Financial Proposal

#	Service	Covered Item	Qty	Start Date	End Date	Total Price
1	Production Support/Subscription VMware Enterprise Plus Acceleration Kit for 8 processors	VMware Enterprise Plus Acceleration Kit for 8 processors (Includes vSphere Enterprise Plus for 8 Processors, 1 vCenter Server Standard)	1	1-Jan-23	30-Jun-24	\$11,533.00
2	Production Support/Subscription VMware Enterprise Plus Acceleration Kit for 8 processors	Production Support/Subscription VMware vSphere 6 Enterprise for 1 processor	1	1-Jan-23	30-Jun-24	\$1,300.00
3	Production Support/Subscription VMware vSphere 6 Standard for 1 processor	Production Support/Subscription VMware vSphere 6 Standard for 1 processor	12	1-Jan-23	30-Jun-24	\$7,474.00
4	Production Support/Subscription VMware vSphere 6 Standard for 1 processor	Production Support/Subscription VMware vSphere 6 Standard for 1 processor	6	1-Jan-23	30-Jun-24	\$3,737.00
5	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1	1-Jan-23	30-Jun-24	\$2,709.00
6	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	1	1-Jan-23	30-Jun-24	\$2,709.00
7	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor	10	1-Jan-23	30-Jun-24	\$17,335.00
8	Production Support Coverage VMware vSphere 8 Standard for 1 processor	Production Support Coverage VMware vSphere 8 Standard for 1 processor	20	June 2023	30-Jun-24	\$8,203.00
TOTAL VALUE (EXCLUDING VAT)						\$55,000.00
VAT 11%						\$6,050.00
TOTAL VALUE (INCLUDING VAT)						\$61,050.00



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