

27 JUN 2023

٢٩٩ عدد ساقية رسم وغarama طبع على  
وجه اسلارق ٢٩٧٥. تاريخ .....  
قيمة الرسم .....  
المجموع .....  
فقط .....  
بمقدار .....  
بيروت في .....

Microsoft Enterprise Services Work Order 2023

Work Order Number  
(Microsoft Affiliate to complete)

6LBN233-398686-497847

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Business and Services Agreement (MBSA) reference U5162191, effective as of 01/02/2014 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
<b>Mobile Interim Company No 2 SAL</b>	<b>Microsoft Lebanon SARL</b>
Signature	Signature
	
Name of person signing (please print)	Name of person signing (please print)
	
Title of person signing (please print)	Title of person signing (please print)
	
Signature date	Signature date (effective date)
	
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	





Does Customer issue or require a Customer purchase order for the payment of Microsoft Services?

[ ] Yes [ ] No

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

<b>Customer invoice information</b>		
Name of Customer		Contact Name (Receives invoices under this Work Order)
Mobile Interim Company No 2 SAL		Hazem El Khansa
Street Address	Contact E-Mail Address	
Beirut Central Building, Blocs B & C, Fouad Chehab Avenue, Bashoura Region	h.khansa@touch.com.lb	
City	State/Province	Phone
Beirut		009613759647
Country	Postal Code	Fax
Lebanon	N/A	

## 1. Support Services and Fees

### 1.1.Terms.

The premier support services will commence on the date that Microsoft signs this work order (the "Support Commencement Date") and will expire after one year from the support Commencement Date (the "Support Expiration Date")

### 1.2.Description of the Services.

Please refer to the Enterprise Services Description of Services ("Description of Services") published by Microsoft from time to time at [www.microsoft.com/en-us/microsoftservices/services\\_description.aspx](http://www.microsoft.com/en-us/microsoftservices/services_description.aspx). The Description of Services in effect on the effective date of this Work Order will be incorporated by reference to the services specified in this section.



### Services by Support Location

Premier Support for Mobile Interim Company No 2 SAL- (2023-24)		Lebanon
Quantity	Service	Service Type
100 hr	Problem Resolution Hours	Problem Resolution Support
Included	Support Account Management	Service Delivery Management
2 Proactive Services up to 5 days each	Support Assistance	Support Assistance

### 1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Premier support is a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Premier support services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 60 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Premier support services ordered herein.

Services Summary	Billing Date	Fee LBP
Premier Support for Mobile Interim Company No 2 SAL- (2023-24)	The date Microsoft Lebanon S.A.R.L signs this Work Order	758,500,000.00
Subtotal		758,500,000.00
<b>Total Fees (excluding taxes)</b>		<b>758,500,000.00</b>

### 1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Manager (CSM)		
Hazem El Khansa		
Street Address		Contact E-Mail Address
Beirut Central Building, Blocs B & C, Fouad Chehab Avenue, Bashoura Region		h.khansa@touch.com.lb
City	State/Province	Phone
Beirut		009613759647

Country	Postal Code	Fax
Lebanon	N/A	

## **2. Use, ownership, rights, and restrictions.**

## 2.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

## 2.2. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

### 2.3. Pre-existing Work.

“Pre-existing Work” means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

## 2.4. Services Deliverables.

**“Services Deliverables”** means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-



exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

#### **2.5. Affiliates' rights.**

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

#### **2.6. Restrictions on use.**

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

#### **2.7. Reservation of rights.**

All rights not expressly granted are reserved to Microsoft.

### **3. Microsoft Professional Services Data Protection Addendum.**

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

### **4. Microsoft Contact**

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Roger Maalouf	
Phone	Contact E-Mail Address
+9613324341	<a href="mailto:roger.maalouf@microsoft.com">roger.maalouf@microsoft.com</a>



## Additional Terms:

### 1. Assignment Clause:

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

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 designee, having given Microsoft prior written notice of such assignment and obtained its consent prior to such assignment. Microsoft hereby acknowledges that its consent will not be unreasonably withheld, and provided that:

- a) The assignment shall be for the same Services Content, Quantities and Support Location as identified in this Work Order;
- b) Such assignment will be finalized in writing between Microsoft and the Assignee;
- c) The Assignee becomes the only partly responsible to Microsoft 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.

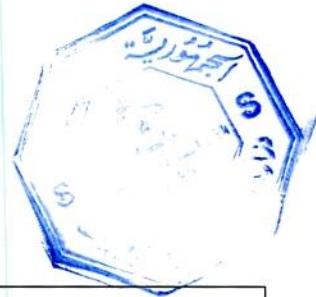
### 2. Problem Resolution Support (PRS)

**Subject to the terms of the Description of Services** assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Severity definitions, our estimated initial response times, and submission requirements are detailed in "Table: Incident response below."

The incident severity determines the response levels within Microsoft, initial estimated response times and your responsibilities. You are responsible for outlining the business impact to your organization and, in consultation with us, Microsoft will assign the appropriate severity level. You can request a change in severity level during the term of an incident should the business impact require a change to a higher or lower severity.

**Table: Incident response**

Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Catastrophic business impact: <ul style="list-style-type: none"> <li>▪ Complete loss of a core business process and work cannot reasonably continue</li> <li>▪ Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>▪ First call response in one hour or less</li> <li>▪ Our resources at your site as soon as possible</li> <li>▪ Critical Situation Manager<sup>1</sup> assigned</li> <li>▪ Continuous effort on a 24/7 basis<sup>2</sup></li> <li>▪ Rapid escalation within Microsoft to product teams</li> <li>▪ Notification of our senior executives</li> </ul>	<ul style="list-style-type: none"> <li>▪ Notification of your senior executives</li> <li>▪ Allocation of appropriate resources to sustain continuous effort on a 24/7 basis<sup>2</sup></li> <li>▪ Rapid access and response from change control authority</li> <li>▪ Submission via phone only</li> </ul>
<b>Severity A</b> <ul style="list-style-type: none"> <li>▪ Critical business impact:</li> <li>▪ Significant loss or degradation of services</li> </ul>	<ul style="list-style-type: none"> <li>▪ First call response in one hour or less</li> <li>▪ Our resources at your site, as required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Allocation of appropriate resources to sustain continuous effort on a 24/7 basis<sup>2</sup></li> </ul>



■ Needs attention within one hour		
	<ul style="list-style-type: none"> <li>■ Critical Situation Manager<sup>1</sup> assigned</li> <li>■ Continuous effort on a 24/7 basis<sup>2</sup></li> <li>■ Notification of our Senior Managers</li> </ul>	<ul style="list-style-type: none"> <li>■ Rapid access and response from change control authority</li> <li>■ Management notification</li> <li>■ Submission via phone only</li> </ul>
<b>Severity B</b> <ul style="list-style-type: none"> <li>■ Moderate business impact:</li> <li>■ Moderate loss or degradation of services, but work can reasonably continue in an impaired manner</li> <li>■ Needs attention within two business hours<sup>4</sup></li> </ul>	<ul style="list-style-type: none"> <li>■ First call response in two hours or less</li> <li>■ Effort during business hours only<sup>3,4</sup></li> </ul>	<ul style="list-style-type: none"> <li>■ Allocation of appropriate resources to align to Microsoft effort</li> <li>■ Access and response from change control authority within four business hours</li> <li>■ Submission via phone or web</li> </ul>
<b>Severity C</b> <ul style="list-style-type: none"> <li>■ Minimum business impact:</li> <li>■ Substantially functioning with minor or no impediments of services</li> <li>■ Needs attention within four business hours<sup>4</sup></li> </ul>	<ul style="list-style-type: none"> <li>■ First call response in four hours or less</li> <li>■ Effort during business hours<sup>4</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>■ Accurate contact information on case owner</li> <li>■ Responsive within 24 hours</li> <li>■ Submission via phone or web</li> </ul>

1 Critical Situation Managers are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.

2 We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

3 24/7 effort on Severity B is currently available in Canada, Central and South America, the Caribbean, the United Kingdom and the United States unless the customer opts out of 24/7 effort. Consult your SDM for details.

4 Business hours are generally defined as 08:30 AM to 17:00 PM (Beirut Mean Time), excluding Saturdays, Sundays and Official Holidays announced by the authorities in Lebanon.

