**Fraud Management System**

**Contract of Adherence**

This Fraud Management System Contract of Adherence (Hereinafter referred to as the **“Contract of Adherence”**)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**

**……………………………………………..**, a company incorporated at the ……………………… Trade Register under number /…………………………/, and registered at the Lebanese Ministry of Finance under the number /………………………../, electing domicile at………………………, …………… Floor, ………………. Road, ……………….. Region, Lebanon, represented in this Contract of Adherence by its ……………………………………...

(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 acquire software as a service (SaaS) of Fraud Management System [ mediation and AI / ML ( Artificial Intelligence or Machine Learning Module ), TCG ( Test Calls Generator ) Service for 20,000 calls monthly, and Signaling Solution) and including all related services being installation, integration, migration, training, maintenance and support. In addition, MIC2 need to purchase the needed hardware, and system software (Hereinafter altogether referred to as the **“Solution”**) in order to support its initiative to establish Fraud Management function and to effectively handle optimizing the revenue stream for both Post and Prepaid services;

To this effect MIC2 has announced for a Request for Proposal on.......................... to select the best supplier to provide the Solution, whereas at the outcome of the abovementioned Request for Proposal, Supplier was selected to provide MIC2 by the Solution, as detailed in specifications and prices within the submitted Technical and Commercial Proposals (Hereinafter together referred to as the **“Proposals”**) annexed hereto as Schedule (1), and according to the terms and conditions of this Contract of Adherence, and under the Service Level Agreement annexed hereto as Schedule (2);

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide the Solution to MIC2;

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

**1. The Entire Contract of Adherence**

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

**2. Scope of the Contract of Adherence**

Supplier undertakes to provide MIC2 with the Solution as per the specifications and prices listed in the submitted Proposals annexed hereto as Schedule (1) and/or in the relevant Purchase Order(s) placed by MIC2, according to the terms and conditions of this Contract of Adherence and under the Service Level Agreement annexed hereto as Schedule (2).

**3. Order of the Solution**

**3.1.** MIC2 shall issue a written Purchase Order(s) to the Supplier to order the Solution (Hereinafter referred to as the **“Purchase Order(s)”**).

**3.2.** The Purchase Order(s) shall be forwarded by MIC2 to Supplier at MIC2 discretion.

**3.3.** The Purchase Order(s) issued by MIC2 under this Contract of Adherence 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.

**3.4. MIC2 reserve the right to cancel any module or all by sending an advance notice to the Supplier provided that MIC2 informs the supplier about the cancellation of subject module(s) 3 months before the date of cancellation.**

**4. Supply and Delivery of the** **Solution**

**4.1.** Supplier undertakes to supply and deliver the Solution as ordered by MIC2 in the relevant Purchase Order(s) issued under this Contract of Adherence.

The term “supply and delivery” shall mean the supply of any ordered hardware and/or software and the satisfactory implementation of the related services being installation, integration, migration, training, maintenance and support.

**4.2.** Supplier undertakes and warrants that the Solution supplied and delivered under this Contract of Adherence are:

* Conforming to all MIC2’s required specifications as defined in the submitted Proposals annexed hereto as Schedule (1) and/or in each of the relevant Purchase Orders issued under this Contract of Adherence, and under the Service Level Agreement annexed hereto as Schedule (2).
* Free of any defect whether apparent or hidden.

**4.3.** The Solution shall be supplied and delivered to MIC2 in the specifications and prices as listed in the submitted Proposals annexed hereto as Schedule (1) and/or as determined by MIC2 in each of the relevant Purchase Orders issued under this Contract of Adherence, and under 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) working days of delay in the supply and/or delivery of the Solution 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.

**4.5. Title and Risk**

Until the delivery of the Products at the locations determined by MIC2, the risk of loss of or damage to Products shall be with the Supplier. After delivery and issuance of the Provisional Acceptance Certificate (PAC), the risks of loss or damage to the Products shall be on MIC2. With respect to delivery and implementation of Products, the risk shall remain with the Supplier until the Provisional Acceptance Certificate (PAC) of implementation by MIC2.

**5. Warranty**

5.1. Warranty for Hardware

The Supplier shall repair or replace at its own cost and responsibility any Hardware that has become defective as result of any defect or fault in the Hardware, which becomes apparent within one (1) year as of the date of the PAC of Provisional Acceptance Certificate.

5.2. Warranty for Software

5.2.1. The Supplier shall at its own cost and responsibility correct any Software bugs or anomalies that have arisen as result of any defect or fault in the Software, which becomes apparent within one (1) year as of the date of Provisional Acceptance Certificate.

5.2.2. The Supplier confirms that the Products are all free of any such equipment prohibited by prevalent laws of the Republic of Lebanon, especially about privacy of communications and national security.

1. **Liability, Indemnity and Infringement**
   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.
* 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 supply and delivery of the Solution.
* Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.

**6.2** 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 and delivery of the Solution as well as damages caused by the Supplier’s work on site.

* 1. **Infringement:**

Supplier shall defend MIC2 against any claim that the Solution 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 has the sole control of the defense and all the related settlement negotiations, and MIC2 shall provide the Supplier by the information and needed assistance for the defense 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.

1. **Fees and Prices , Invoicing and Payment****, Guarantee**

**7.1. Price**

The price for the Solution to be supplied and delivered under this Contract of Adherence shall be determined by MIC2 in each of the relevant Purchase Orders issued under this Contract of Adherence and must comply with the price as listed in the submitted Proposals annexed hereto as Schedule (1).

* + 1. Supplier undertakes to adhere to the price for the Solution as listed in the submitted Proposals annexed hereto as Schedule (1) all through the term of this Contract of Adherence, and must not amend for any reason whatsoever all through the term of this Contract of Adherence unless by reduction where possible.
    2. The price for the Solution as defined in Clause (7.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the supply and delivery of the Solution under this Contract of Adherence, and shall include all expenses that may be incurred by Supplier in this regards.
  1. **Invoicing and Payment**

Invoicing and Payment terms for the ordered Solution under this Contract of Adherence are as per the following:

7.2.1 **Invoicing and Payment terms of HW and Implementation services:**

In case of Purchase Orders consisting of the supply of Products together with Implementation, the following invoicing terms shall apply for the Implementation:

(i) Fifty per cent (50%) of the part of the Purchase Order Value shall be invoiced by Supplier at the date of completion of the Implementation Services established by the “Equipment Installation Report (EIR)” which shall contain the implemented list of material and the related hardware acceptance.

(ii) Thirty per cent (30%) of the part of the Purchase Order Value shall be invoiced by Supplier at, the date of completion of the integration, configuration and tuning of the Products.

(iii) Ten per cent (10%) of the part of the Purchase Order Value shall be invoiced by Supplier at the date of issuance of Preliminary Acceptance Certificate (PAC) including the Acceptance of the Products Performance.

(iv) Ten per cent (10%) of the part of the Purchase Order Price pertaining to Implementation shall be invoiced by the Contractor at the date of issuance of Final Acceptance Certificate (FAC).

Payments shall be made within sixty (60) days after technical acceptance and signature of related invoice by MIC2.

7.2.2. **Fraud Management Services Invoicing and payment terms are as follows**:

Fraud Management Services invoice(s) shall be submitted at the end of each quarter to MIC2.

Payments shall be made within sixty (60) days after technical acceptance and signature of related invoice by MIC2.

* 1. **The Performance Bond**

Within fifteen (15) days of signing each Purchase Order, the Supplier shall provide MIC2 with a Performance Bond in an amount equal to ten percent (10%) including VAT if applicable) of the value of the relevant Purchase Order issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks or foreign bank that have received a credit rating of at least a “prime” investment grade (BBB or above), and accepted by MIC2 to guarantee the implementation by the Supplier of its obligations under this Contract of Adherence, particularly the implementation of the Contract of Adherence and/or the relevant PO in good faith and in conformance with the set-out KPIs as well as the highest standards of the technical and commercial state of art within the deadlines specified by MIC2. The Supplier shall bear all costs in relation to the provision of the performance bond. The performance bond shall remain valid and effective from the date of issuance up to the date MIC2 has issued the respective Final Acceptance Certificate (FAC). The text of the said Performance Bond is attached to this Contract of Adherence as Appendix (1).

1. **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).

## The foreign supplier further commits that the invoices issued shall be subject to withholding tax deduction in accordance with the laws of the Territory in case applicable. MIC2 will pay the Net Transfer net of the required withholding tax deduction and shall account for the amount so deducted or withheld to the relevant tax authority

## The Agreement is subject to stamp duty of four per mil (0.4%) and shall be paid by the foreign supplier to the Lebanese authorities. MIC2 will deduct the amount of relevant tax levied on this Agreement and pay tax authorities, and shall deduct relevant amount from the first Financial Period.

**9. Term and Termination**

**9.1.** This Contract of Adherence shall be effective as of the date of its signature herein below **(the “Effective Date”)** and shall remain valid for three (3) years after the issuance if Final Acceptance Certificate (FAC).

**9.2.** MIC2 shall have the right to terminate this Contract of Adherence 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 Contract of Adherence and/or any Purchase Order issued under it is notified to Supplier one (1) month prior to the effective date of termination.

**9.3.** This Contract of Adherence may be terminated by MIC2 upon a thirty (30) days’ written notice with the right to claim compensation if Supplier materially breaches this Contract of Adherence, 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 Contract of Adherence the

Solution ordered by MIC2 as per a given Purchase Order have not been supplied and delivered, then this Contract of Adherence shall be deemed extended until the full supply and delivery of the said Purchase Order, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed supply and delivery if the delay is due to Supplier’s default.

**10. Relationship of the Parties**

**10.1.** The relationship of the Parties established by this Contract of Adherence shall be solely that of independent Suppliers. Nothing contained in this Contract of Adherence 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 Contract of Adherence 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 Contract of Adherence 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 Contract of Adherence is not a party thereto.

**11. Non-exclusivity**

This Contract of Adherence is not exclusive to Supplier. MIC2 retains the right to contract other parties for same or similar scope of this Contract of Adherence, 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 Contract of Adherence 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 Contract of Adherence.

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

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

**13. Assignment**

Supplier shall not assign this Contract of Adherence, 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 Contract of Adherence 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 Contract of Adherence and in existence as at the date of any such assignment.

The Assignee of the present Contract of Adherence 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 Contract of Adherence.

**14.2** Disputes arising in connection with this Contract of Adherence 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 Contract of Adherence 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 Contract of Adherence 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 supplied, delivered and accepted by MIC2.

**15.2** For the purposes of this Contract of Adherence, 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 Contract of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

**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 Contract of Adherence to be executed in Beirut with effect as of ………………………………………………………. **(“Effective Date”)** by their respective authorized representatives in two originals copies each Party keeping one original.

|  |  |
| --- | --- |
| **For and on behalf of**  **Mobile Interim Company No. 2 S.A.L.**  **Salem Itani**  **Chairman General Manager** | **For and on behalf of**  **……………………………**  **…………………………….**  **……………………..** |

**Appendix 1**

**Performance Bond**

To: Mobile Interim Company No. 2 S.A.L

Att: …………………………..

Fouad Chehab Avenue, touch building (Beirut central), Bashoura, Beirut – Lebanon-03-792000.

(Hereinafter referred to as “MIC2”)

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

(Hereinafter referred to as “the Bank”)

**Subject: Performance Bond**

Re: MIC2 …………………………….. Contract

This Performance Bond is made on \_\_\_\_\_\_\_\_ (day) of \_\_\_\_\_\_\_\_\_\_\_ (month) 20...…. by the Bank in favor of MIC2.

Preamble

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“the Supplier”) was selected by MIC2 on \_\_\_\_/\_\_\_\_/\_\_\_\_ to perform the …………………….. Project (hereinafter referred to as “the Project”) pursuant to the Tender Process and in accordance with the RFP Terms and Conditions.

Pursuant to the RFP Terms and Conditions and in accordance with the Contract of Adherence entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between MIC2 and the Supplier (hereinafter referred to as “Agreement”), it is an obligation of the Supplier to submit within fifteen (15) days following the issuance date of the relevant Purchase order and to maintain in full force and effect, a Performance Bond up to the amount representing ten per cent (10%) of the total Purchase Order value (hereinafter referred as “the Guarantee”) in order to ensure the satisfactory, timely and faithful performance of the Supplier’s obligations under the Agreement.

1. **Guarantee.**

The Bank hereby irrevocably, unconditionally, jointly and severally with the Supplier ensures and guarantees the payment of any amount due by the Supplier to MIC2 up to the aggregate net amount of USD /-----------------/ (US Dollars…………………Only), representing ten per cent (10%) of the total relevant Purchase Order value, immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the Supplier or any other party and without requiring or obtaining any evidence or proof (other than the first written demand) that MIC2 is entitled to any such payment of the respective Supplier’s guaranteed obligations.

Any amount paid by the Bank under this Guarantee will automatically reduce its amount for the same.

1. **Supplier’s Guaranteed Obligations**.

By the present Guarantee, the Bank hereby irrevocably and unconditionally guarantees the timely, faithful and satisfactory performance by the Supplier of all its obligations under the Agreement all in conformance with the set out timelines, Key Performance Indicators and Service Levels,

1. **The Continuity of the Guarantee.**

This Guarantee shall continue to be effective and in force, or be revived and reinstated, as the case may be, after its expiration,(i) if the Supplier’s obligations under the Contract od Adherence are not satisfactorily completed and to the extent of cost of said obligations or (ii) if at any time, any payment of all or part of the Guaranteed Obligations is rescinded, or must otherwise be returned to MIC2 for any reason all as though such payment has never been made.

The liability of the Bank hereunder shall not be diminished or impaired by any illegality, invalidity, unenforceability of the guaranteed Obligations against the Supplier, or by the extension or renewal of any amount payable in respect of the Guaranteed Obligations; or by any demand made to the Bank by MIC2 and or by any payment made by the Bank to MIC2, any other circumstance which might otherwise constitute a defense available to or a discharge of the Supplier in respect of the Guaranteed Obligations or the Bank in respect of this Guarantee.

1. **Release.**

Upon the irrevocable payment in full of the Guaranteed Obligations, MIC2 shall release the Bank by a written instrument signed by the authorized signatory of MIC2. Notwithstanding the prior receipt by the Bank of a written instrument from MIC2 discharging or releasing the Bank, this Guarantee shall continue to be effective against the Bank until the last day of the last Project implementation period as defined in the Agreement, and the right of MIC2 to make a written demand at any time during this period shall not be impaired thereby.

1. **Waiver of Defenses.**

The Bank hereby acknowledges that it does not have any right of discussion or divisibility under Lebanese law in respect of the Guaranteed Obligations.

The Bank hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law:

any and all notices which may be required by statute, rule of law or otherwise, to preserve intact any rights of MIC2 against the Supplier including without limitation, any demand, presentment, protest or notice of acceptance, notice of any liability to which this guarantee may apply; and

promptness, diligence and any right to the enforcement, assertion or exercise by MIC2 of any right, power, privilege or remedy; and

any requirement that MIC2 or any other person exhaust any right, power, privilege or remedy, or mitigate any damages resulting from default, in respect of the Guaranteed Obligations; and

the litigation, administration, dissolution, lack of capacity or authority or, any change in the name or constitution of the Supplier or the Bank.

1. **Assignment.**

It is acknowledged and agreed by the Bank that MIC2 may at any time transfer rights under this Guarantee to the Republic of Lebanon or any of its designee. Accordingly, the Bank agrees that the benefit of this Guarantee may be assigned (in whole or in part) by MIC2 without the consent of the Bank or of the Supplier to, and may be enforced by, any third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were MIC2 under this Guarantee. MIC2 shall then give notice of the assignment to the Bank.

However, the Bank shall not, nor shall it purport to, assign, transfer, charge or otherwise deal with all or any of its rights under this Guarantee nor grant, declare, create, or dispose of any right or interest in it, without the prior written consent of MIC2.

1. **Notices.**

All notices, demands, or communications given or sent to MIC2 or the Bank in connection with this Guarantee shall be given in writing addressed to the recipient at the address specified at the top of this Guarantee or at such other address as may be notified by a party to the other, from time to time, for that purpose.

1. **Governing Law.**

This Guarantee is governed by, and shall be construed in accordance with the Lebanese law.

All disputes arising out, of, or in connection with the present agreement shall be submitted to the Beirut courts and settled under the Lebanese Laws.

1. **Expiration.**

This Guarantee expires on……………………, and can be renewed at the Supplier’s sole expense for a period of ……………….. at the unilateral request of MIC 2; this request will not require approval of Supplier and it will be executed unconditionally. Any claim from MIC2, if any, must be delivered to and duly received by the Bank on or before the expiry date of this Guarantee, after which date this Guarantee will automatically become null and void and no claim whatsoever shall be entertained by the Bank thereafter irrespective of the return or non-return of the original Guarantee instrument to the Bank.

IN witness of which this Guarantee has been signed on behalf of the Bank on the date which appears on the first page.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE (1)**

**SCHEDULE (2)**

**SERVICE LEVEL AGREEMENT (SLA)**

# Support Services Packages

During the standard warranty period, customers can choose one of four service packages offered to meet the desired levels of availability.

The plan includes telephone support and access to Helpdesk. Customers receive updates and notification of upgrades for firmware and software, software patches and bug fixes. They also receive maintenance releases and engineering changes for their systems, with replacement parts as needed. Service problems are also diagnosed remotely to help pinpoint problems and get the system up and running more quickly. To ensure that customers’ problems and issues are dealt with in the most efficient and effective way, there is an escalation path built into every service plan.

The Premier Support Services Package will include the below SLA terms:

* **Single point of contact through Helpdesk.**
* **Service Account Manager.**
* **Notification of software updates and patches.**
* **Bug fixes.**
* **Release updates.**
* **Patches installation****.**
* **Updates to firmware and licensed software.**
* **On-Site hardware problem diagnosis and resolution.**
* **Monthly preventive maintenance.**
* **Semi-annual system performance analysis and tuning.**
* **Annual Support Plan.**
* **Coverage 7 days a week, 24 hours a day.**
* **Response to call (2 hours).**

The response time to provide services effective the escalation time shall be as follows:

* For P1 (Critical/Emergency) incidents, response time 1 hour, restoration time 3 hours, and resolution time 6 hours.
* For P2 (Major) incidents, response time 3 hour, restoration time 6 hours, and resolution time 24 hours.
* For P3 (Non Service Impacting) incidents, restoration time 24 hours, and resolution time 5 calendar days.
* For P4 (other types) incidents, restoration time 8 hours.

# Support Infrastructure

The HelpDesk provides a convenient one stop support contact 24 hours a day, 7 days a week. Customers may request services via multiple channels to ensure that they get instant access to support services.

In order to serve anywhere and anytime, we make available to 24 hours customer service hotline +961 ………………...

For queries, problems, comments, call this number to be connected with someone who will immediately assist or take information and have a specialist call back.

Service Delivery Procedure

The Helpdesk is the first point of contact for any problems, queries, and/or advice associated with the maintenance and support services provided.

Designated contact persons from customer should contact the HelpDesk for any support services related to any component of the solution implemented.

The HelpDesk is manned by a dedicated coordinator who receives customer service requests and records any problems on the HelpDesk system. A systematic procedure, described below, ensures that the relevant Customer Services staff is notified immediately to take all necessary remedial actions.

#### Problem Reporting

The HelpDesk is operational 24 hours a day, 7 days a week.

The HelpDesk coordinator assigns a HelpDesk Reference (HDR) Number that is given to the customer for reference and follow-up. Depending on the problem, the HelpDesk coordinator classifies the problem and assigns it to the appropriate support staff:

The following information should be provided at time of logging the call at the HelpDesk:

* Name
* Location
* Telephone Number
* Equipment Type
* Full description including any error codes and messages

# Priority Definition

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##### Priority 1 – High Priority

An acute problem for a group of users, or all users, causing a major interruption to normal business activities, typically:

* Main System unavailable.
* Major communication node failure or multiple node failure.
* Major degradation in system performance.
* LAN failure.
* Application software or one of its major modules unavailable.
* Virus report.
* Security incident involving suspected improper access to information system.

Problems categorized as Priority 1 require a rapid response with a sustained effort to make a temporary correction that reduces the negative effect on normal operations, until a permanent correction can be implemented. It may also require adjustments or re-configuration of Licensed Programs, which may be accomplished remotely or on-site.

##### Priority 2 – Medium Priority

A problem causing concern to a user or small group of users and affecting normal business activities, where no suitable alternative is available, typically:

* Minor communication node failure no alternative available.
* Minor degradation in system performance.
* Application programs failing to fulfill any part of the specifications.

##### 

##### Priority 3 – Low Priority

A problem causing minor concern to a user but not seriously affecting business activities, or a more serious problem but where an alternative is available, typically:

* A peripheral device failure, alternative available.
* PC/Terminal failure, alternative available.
* Minor communication node failure, alternative available.
* Application module unavailable, alternative available.

##### 

##### Priority 4 – Non-Urgent

A request to carry out work or improve or change a service at a later time, typically:

* Request for enhancements to application functionality.
* Requests to move equipment.
* Consultancy queries.
* Usage queries.

Progress against all calls is reviewed on a daily basis and, where appropriate, progress information relayed to the caller. For Priority 1 and 2 calls, feedback is given every 2 hours. Call originators are provided with information on request on progress by quoting the HDR number.

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# Problem Life Cycle

At any point in time the problem will have a status value which indicates, in general terms, the point in its life cycle that the problem has reached. These status values are indicated in the following table:

| **Status** | **Life Cycle Point** |
| --- | --- |
| Open | Call is logged and HelpDesk Reference Number (HDR) is issued to Customer |
| In-Hand | A Customer Services engineer has taken charge of the problem for investigation |
| Sign-Off | Problem has been resolved, awaiting confirmation from user that the problem has been satisfactorily resolved |
| Waiting | Before work can continue an action needs completing by external resources (e.g. waiting for spares or a software patch from the manufacturer |

# 

# Problem Escalation Procedure

Whenever a problem is logged at the HelpDesk, after initial assessment, it is classified and assigned a priority, as described above, and according to the classification and impact assigned to the appropriate support staff. The support staff calls the customer who reported the problem for further clarification on the problem. The engineer first tries to solve the problem over the phone, if this is not possible he attends to the problem on-site.

The first-line support staff are capable of resolving most problems at customer sites. In special circumstances, a systematic procedure ensures that problems are escalated immediately to second-line support staff for expert advice and assistance.

In order that problems are fixed as quickly as possible and so that there is a satisfactory level of awareness of problems that remain outstanding, levels of escalation apply. This ensures that, as problems remain unresolved, the status of the problem is visible to increasingly higher levels of customer and management. These people investigate the problem to ensure that sufficient resources are allocated to resolve it.

Note that these procedures do not apply to problems with a status of ‘Waiting’. These are problems that are no longer impacting service, but have a lower priority action remaining that needs to be completed before the call can be cleared. Waiting calls are monitored separately to ensure that they do not remain at this status for an unnecessarily long time.

# Problem Resolution

#### Once a problem is resolved to the satisfaction of the customer, an Incident Report is generated by the support engineer and signed by the customer.

#### The HelpDesk Coordinator will close the incident only when a customer signed incident report is received.

#### Once the problem is closed the status is changed to Cleared, effectively closing the incident.