

## Automatic Device Management Platform Contract of Adherence

This Automatic Device Management Platform 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, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon.  
(Hereinafter referred to as "**MIC2**")

AND

**INVIGO S.A.L.**, a company incorporated at the Baabda Trade Register under number /2004134/, and registered at the Lebanese Ministry of Finance under number /791320/, electing domicile at Saint Joseph University (USJ) Campus, Berytech Technology Center, 1<sup>st</sup> Floor, Mar Roukot Region, Metn, Lebanon, represented in this Contract of Adherence by its Chairman General Manager Mr. Fouad Issa Ghorayeb.  
(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 an Automatic Device Management (ADM) Platform with its related software, licenses, installation, integration, training, maintenance and support services (Hereinafter altogether referred to as the "**Platform and Services**") to enable MIC2:

- To detect any handset as soon as it connects to its network.
- To carry remote Over the Air (OTA) management of any data setting for any type of handsets connected to its network.
- To carry remote querying of device information, diagnose handsets, report and detect faults and wrong settings.
- To provide an advanced marketing tool to generate different statistical reports for the usage of different handsets within its network.

To this effect MIC2 has announced for a Request for Proposal (Hereinafter referred to as the “**RFP**”) to select the best supplier to supply and provide the Platform and Services, whereas at the outcome of the abovementioned RFP, Supplier (INVIGO S.A.L.) was selected to supply and provide MIC2 by the Platform and Services, as detailed in specifications and prices within the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner; and according to the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (1) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP;

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

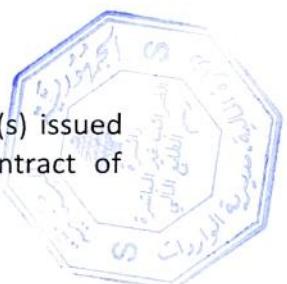
NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

### **1. The Entire Contract of Adherence**

The Preamble above, any Schedule annexed hereto and any Purchase Order(s) 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 supply and provide MIC2 by the Platform and Services as detailed in specifications and prices within the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner; and according to the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (1) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.



**INVIGO S.A.L.**  
**CR No. 2004134**

### **3. Order of the Platform and Services**

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

**3.2.** The Purchase Order(s) shall be forwarded by MIC2 to Supplier through an email on the following email address: accounting@invigo.com

### **4. Supply and Provision of the Platform and Services**

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

The term "supply and provide" shall mean the timely supply of the Platform and/or any ordered software and/or license and the satisfactory and timely provision of the related services being installation, integration, training, maintenance and support.

The term "**Preliminary Acceptance Certificate (PAC)**" shall mean a preliminary certificate issued by MIC2 evidencing that the Platform and Services have been supplied and provided to MIC2 without being accepted yet by MIC2.

The term "**Final Acceptance Certificate (FAC)**" shall mean a certificate issued by MIC2 evidencing that the Platform and Services have been totally supplied and provided to and accepted by MIC2.

**4.2.** Supplier undertakes and warrants that the Platform and Services supplied and provided under this Contract of Adherence are:

- Conforming to all MIC2's required specifications, prices and time frame as defined in the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner and/or in each of the relevant Purchase Order(s) issued under this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (1) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.
- Free of any defect whether apparent or hidden.

**4.3.** A penalty amounting to 0.5% of the total amount of each of the relevant Purchase Order(s) shall be applied on Supplier to the benefit of MIC2 for each five (5) calendar days of delay in the supply and provision of the Platform and Services.

Such penalty amount shall be cumulative and shall be automatically deducted by MIC2 from the amount due to Supplier without the need for any legal claim or action, however it shall not exceed in no event an amount of 10% of the relevant delayed Purchase Order(s), whereas in such case (exceeding 10 %) the provisions of Article (8.2) and Article (8.3) herein shall apply.

INVIGO SA  
CR No. 2004134

## **5. Warranty, Liability, Indemnity and Infringement**

**5.1.** Supplier warrants at its own cost and liability that the Platform and Services are timely supplied and provided under this Contract of Adherence and conforming to the specifications and prices listed in the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner and/or in the relevant Purchase Order(s) placed by MIC2, and timely executed under the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (1) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.

**5.2.** Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the supply and provision of the Platform and Services shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

**5.3.** 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 provision of the Platform and Services as well as damages caused by the Supplier's work on site.

**5.4.** 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 Contract of Adherence.

**5.5.** Supplier will be held liable and shall indemnify MIC2:

- For any 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 provision of the Platform and Services.
- Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.

**5.6.** Supplier shall defend MIC2 against any claim that the Platform and 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 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.

## **6. Fees and Prices, Invoicing, Payment, Performance Bond**

### **6.1. Fees and Prices**

The fees and prices for the Platform and Services to be supplied and provided under this Contract of Adherence shall be determined by MIC2 in each of the relevant Purchase Order(s) issued under this Contract of Adherence and must comply with the fees and prices as listed in the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner

**6.1.1.** Supplier undertakes to adhere to the fees and prices for the Platform and Services as listed in the submitted Proposal(s) by the Supplier to MIC2 as a response to the RFP upon which the Supplier was selected as the winner 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.

**6.1.2.** The fees and prices for the Platform and Services as defined in Clause (6.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the Platform and Services to be supplied and provided under this Contract of Adherence, and shall include all expenses that may be incurred by Supplier in this regards.

### **6.2. Invoicing**

#### **6.2.1. Invoicing for the Products (Platform - Software - Licenses)**

Any ordered Product(s) by MIC2 under this Contract of Adherence must be invoiced under the following scheme:

- 10% of the amount of the issued Purchase Order(s) upon its notification to Supplier as per Clause (3.2) herein above, provided that Supplier submits a Down Payment Guarantee as per the terms of Clause (6.4) hereunder.
- 20 % of the amount of the issued Purchase Order(s) upon the total delivery of the Product(s).

- 50 % of the amount of the issued Purchase Order(s) upon the issuance of MIC2 to the Preliminary Acceptance Certificate (PAC).
- 20 % of the amount of the issued Purchase Order(s) upon the issuance of MIC2 to the Final Acceptance Certificate (FAC).

#### **6.2.2. Invoicing for the Services (Installation - Integration - Training - Maintenance and Support)**

Any ordered Service(s) by MIC2 under this Contract of Adherence must be invoiced on an annual equal quarterly basis installments to be issued by the Supplier at the end of each quarter.

#### **6.3. Payment**

MIC2 shall settle any invoice issued under this Contract of Adherence within sixty (60) days from the date of its receipt and acceptance by MIC2, through wire bank transfer to the Supplier's following bank account details:

**Bank Name:** Societe Generale De Banque Au Liban S.A.L.

**Branch:** Saloumeh - Dekwaneh

**Account Holder:** INVIGO SAL

**Account Number:** 231387

**Account Type:** Business Account - Fresh Money

**IBAN (USD):** LB30001900000010231387002840

**IBAN (LBP):** LB64001900000010231387002422

**SWIFT Code:** SGLILBBX

#### **6.4. The Down Payment Guarantee**

Upon the issuance of any Purchase Order(s) to the Supplier under this Contract of Adherence, the Supplier must submit a Down Payment Bank Guaranty in fresh currency to the order and for the benefit of MIC2, the said Down Payment Guaranty must represent 100 % (plus VAT in case applicable) of the amount of the down-payment under the relevant Purchase Order(s), and must be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or by a foreign bank that have received a credit rating of at least a "prime" investment grade (BBB or above), to guarantee the down-payment made by MIC2 as per the relevant Purchase Order(s).

The said Down Payment Guarantee shall provide that the issuing bank guarantees (jointly and severally with the Supplier) the payment of the amount of the Down Payment Bank Guaranty to MIC2 upon MIC2's first request, without any objection or reservation or delay.

The said Down Payment Guarantee shall remain valid and effective until MIC2 issues the respective Final Acceptance Certificate (FAC) for the relevant Purchase Order(s).

The form and content of the said Down Payment Guarantee to be pre-approved by MIC2 prior to its issuance.

*R*

*X*

**INVIGO SAL**

**CR No. 2004134**

## 6.5. The Performance Bond

Within fifteen (15) days from issuing any Purchase Order(s) to the Supplier under this Contract of Adherence, the Supplier shall provide MIC2 with an "on first demand" irrevocable Performance Bond in an amount equals to 10% of the amount of the relevant Purchase Order(s) it guarantees, to be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or by a foreign bank that have received a credit rating of at least a "prime" investment grade (BBB or above).

The said Performance Bond shall provide that the issuing Performance Bond guarantees (jointly and severally with the Supplier) the payment of the amount of the Performance Bond to MIC2 upon MIC2's first request, without any objection or reservation or delay.

The Guarantor shall guarantee the **timely, faithful and satisfactory supply and provision** of the Supplier to all of its obligations under this Contract of Adherence.

The Supplier shall bear all costs in relation to the issuance and provision of the said Performance Bond.

The said Performance Bond shall remain valid and effective from the date of issuance of the relevant Purchase Order(s) up to the date MIC2 issues the respective Final Acceptance Certificate (FAC).

The form and content of the said Performance Bond to be pre-approved by MIC2 prior to its issuance.

## 7. Taxes, Duties and Levies

Either party shall be liable for the taxes, duties, levies and other fiscal charges imposed on it by the Laws and regulations in Lebanon including the stamp duty.

In case the Supplier is a foreign company, it shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence, as well as for the non-resident tax imposed by the Lebanese fiscal authorities on foreign companies doing business in Lebanon, therefore the amount corresponding to the Non-Resident Tax prescribed by the fiscal laws in Lebanon as well as the stamp duty will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

## 8. Term and Termination

**8.1.** This Contract of Adherence shall be effective as of the date of its signature herein below (**the "Effective Date"**) and shall remain valid for Four (4) years thereafter.

**8.2.** This Contract of Adherence and/or any Purchase Order(s) issued under it shall be terminated without any liability whatsoever on MIC2 under the provisions of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021, having Article (40) of the said Law to apply herein as well.

PG

D

INVIGO SAL

CR No. 2004134

The damages in such case and for any case of termination shall be determined to the favor of MIC2 under the terms of the last section of Article (33) of the said Public Procurement Law.

Supplier hereby announces and declares its total awareness of the terms and conditions of the said Articles.

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

## **9. Relationship of the Parties**

**9.1.** The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. 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.

**9.2.** 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.

## **10. Non-exclusivity**

This Contract of Adherence is not exclusive towards any of its Parties, therefore either Party shall have the right to contract other third parties for same or similar services covered by this Contract of Adherence.



## **11. Confidentiality**

**11.1.** 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.

**11.2.** The confidentiality provisions contained in this Article (11) shall survive the termination or expiration of this Contract of Adherence.

## **12. 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.

## **13. Applicable Law and Dispute Resolution**

**13.1** 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.

**13.2** Disputes arising in connection with this Contract of Adherence shall be settled by the competent courts of Law in Beirut.

## **14. Force Majeure**

**14.1** 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(s) which have been fully supply, provided and accepted by MIC2.

**14.2** 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.

#### **15. 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.

#### **16. 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 ..... 15 - Feb - 2025 ..... ("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

*Salem Itani*

Nibal Matta Salameh  
Chief Financial Officer

*IB*

For and on behalf of  
INVIGO S.A.L.

Fouad Issa Ghorayeb  
Chairman General Manager

*F.I.*

**INVIGO SAL**

**CR No. 2004134**

## SCHEDULE (1)

### **SERVICE LEVEL AGREEMENT (SLA)**

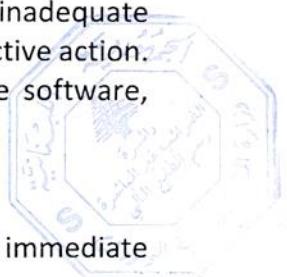
The Service Level Agreement shall include without limitation:

- Response time for Severity 1 - Critical problems: 1 hour as of the case escalation - Restoration time: 2 hours as of the response time.
- Response time for Severity 2 - Major problems: 3 hours as of the case escalation - Restoration time: 8 hours as of the response time.
- Response time for Severity 3 - Medium problems: 8 hours as of the case escalation - Restoration time: 48 hours as of the response time
- Response time for Severity 4 - Minor error - Non Service impact: 24 hours as of the case escalation - Restoration time: 5 days as of the response time.

#### **Error Categories**

"**Critical Error**" means an error that severely affects the system and causes inadequate functioning or non-functioning of the Software and requires immediate corrective action. It also means a complete system failure, system down, malfunction of the software, system restart, CDRs loss.

A Critical Error has a direct impact on the service or on MIC2's Network.



"**Major Error**" means an error which seriously affects the system and requires immediate attention. The urgency is less than the Critical Error situations.

It also means loss of redundancy in the services, whether caused by software or any error that results a partial degradation of performance.

Major Error affects daily operations and has a significant inconvenience on MIC2s' subscribers, with more than 50 subscribers affected.

"**Medium Error**" means an error that causes a serious inefficiency of operations and/or maintenance functionality with no immediate operational impact, conditions that do not significantly impair the function of the system.

It also means an error that causes an inefficiency of operations and/or maintenance functionality, bugs in the software, health check request, faults in alarms and statistics, and faults that do not affect MIC2s' subscribers.

*PC S*

**"Minor Error"** means an error that does not significantly impair the functionality of the system environment and does not significantly affect the service. This error requires research or scheduling.

It also means the enhancement request, vulnerability updates, technical queries and procedures.



PK  
A

**INVIGO SAL**  
**CR No. 2004134**



To: Touch Lebanon

CC: Mrs. Abir Mahfouz (Invigo)  
Mrs. Ibtissam El Hajjar (Invigo)  
Mr. Walid Badaoui (Invigo)

Ref: IGO/PRO/405/EN-2025-V1.0

المراقب

ليلي سرحال

February 6<sup>th</sup>, 2025

**Subject: Touch ADM 7.0 Upgrade Commercial Proposal**

Dear Touch Procurement's Team,

Following the shared RFP, Invigo SAL has the pleasure of sending you below our commercial proposal for Invigo's ADM R7.0 Upgrade along with the needed features.

Our platforms are implemented in more than 100 operators (the largest having more than 100 million subscribers).

What differentiates Invigo's ADM solution is the following:

- The richness of its database coverage
- The continuous weekly update process
- The Real-Time detection upon power-on
- The flexibility to customize and develop according to the specific needs of the operator
- The wide list of features included as basic in the initial SW price
- The support reactivity and responsiveness



Invigo's strength is its flexibility to customize its solution to perfectly fit the operator specific needs.

The solution will be hosted on VMs in Touch's datacenter. Invigo will not provide any hardware.

We would be delighted to discuss with you our proposal at your earliest convenience.

Best Regards,

Fouad Goraieb  
Managing Director  
Invigo SAL

  
**INVIGO SAL**  
**CR No. 2004134**

  
Renda

  
Walid Badaoui

  
مُراقبة الضرائب الرئيسية  
جعفر عباس

  
جعفر عباس

## 1. PRICING

### 1.1 ADM R7.0 SW UPGRADE

- Please find below a bundle price for the ADM R7.0 SW upgrades

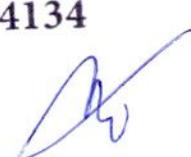
REF-ID	ITEM	DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
<b>ADM R7.0 SW UPGRADE</b>					
ADMBP1	ADM R7.0 SW Upgrade	ADM SW Upgrade to R7.0	76,300 USD	1	76,300 USD
ADMSR7	Advanced Analytics	Allow the operator to create reports built with hundreds of filters and parameters used in the ADM DB now based on Elasticsearch for enhanced indexing and querying of data	25,000 USD	1	25,000 USD
ADMARF10	Time Based Purge	Allows to purge inactive subscribers based on timestamp, to free licenses. The timestamp can be configured, and it measures the absence of a detection event.	35,000 USD	1	<del>35,000 USD</del> <i>Free of Charge</i>
ADMDRF8	Fraud Reporting	<p>Detection of fraudulent behavior on the network, such as:</p> <ul style="list-style-type: none"> <li>• List and count of fraudulent IMEIs (with TACs not allocated by the GSMA)</li> <li>• List and count of potential cloned IMEIs simultaneously connected to the network</li> <li>• List and count of subscribers generating many device-change events</li> <li>• List of subscribers with basic mobile phones connecting to data networks</li> </ul>	15,000 USD	1	
<b>Total SW Price [Excluding VAT]</b>					<b>116,300 USD</b>
<b>ADM R7.0 CUSTOMIZATIONS</b>					
CR-5192586	Integration with Remedy	This customization will allow the ADM platform to integrate with Remedy for ticketing purposes.	15,000 USD	1	<del>15,000 USD</del> <i>5,000 USD</i>
CR-5192587	JAVA API Customization	This customization is for a JAVA API to connect the ADM platform with Touch's in-house development server to retrieve the handset type and capabilities for any subscriber.	15,000 USD	1	<del>15,000 USD</del> <i>5,000 USD</i>
<b>Total Customizations Price [Excluding VAT]</b>					<b>10,000 USD</b>

Confidential

Page 2

INVIGO SAL  
CR No. 2004134





PROFESSIONAL SERVICES				
Professional Services For ADM	Services include: ▪ Project Management ▪ Installation and Integration ▪ Acceptance and Training	15,000 USD	1	15,000 USD
<b>Total Professional Services [Excluding VAT]</b>				<b>15,000 USD</b>
<b>ADM R7.0 Total Price [Excluding VAT]</b>				<b>141,300 USD</b>
<b>ADM R7.0 Discounted Total Price [Excluding VAT]</b>				<b>115,000 USD</b>
<b>ADM R7.0 Discounted Total Price [Including VAT] *</b>				<b>127,650 USD</b>

\*The discount provided is only applicable for the bundled product. In case of descoping, the price will change.

ADM R7.0 Discounted Total Price [Including VAT] is one hundred twenty-seven thousand six hundred fifty US dollars only.

Professional Services include a training at Invigo's premises at Berytech Technological Pole, Dekwaneh.



Confidential

Page 3

INVIGO SAL  
CR No. 2004134

## 1.2 SUPPORT

- If an optional feature or additional licenses are purchased, 15% of its non-discounted price will have to be added to the annual support price
- Please note that our support includes the weekly update of the handsets database
- Annual support is offered free of charge for the first year as part of the warranty.

ITEM	DESCRIPTION	UNIT PRICE	Duration	TOTAL PRICE
<b>ANNUAL SUPPORT FOR ADM SW</b>				
Annual Support for ADM R7.0 SW (Excluding VAT)	Golden Support 7 days a week, 24 hours a day	34,850 USD	1 <sup>st</sup> Year	Free of Charge
Annual Support for ADM R7.0 SW (Excluding VAT)	Golden Support 7 days a week, 24 hours a day	34,850 USD	2 <sup>nd</sup> Year Onwards	34,850 USD
<b>Annual Support Discounted Total Price [Excluding VAT]</b>				<b>30,000 USD</b>
<b>Annual Support Discounted Total Price [Including VAT]</b>				<b>33,300 USD</b>

Annual Support Discounted Total Price [Including VAT] is **thirty-three thousand three hundred US dollars only.**

## 1.3 TESTING DEVICES

- As requested, below the price of 2 Android test devices

ITEM	DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
<b>TESTING DEVICES</b>				
TESTING DEVICES	2 Android Devices	1,600 USD	1	1,600 USD

Testing Devices Total Price is **one thousand six hundred USD dollars only.**

  
Confidential

  
Page 4

**INVIGO SAL**  
**CR No. 2004134**



## 1.4 HOSTING

VMs provided by Touch as per the specifications below:

- 3 new Elastic VMs should be provided.
- The currently used Stats VM will be decommissioned after the migration.
- If geo-redundancy is applied, the below VM specs should be doubled

### R7 VMs (Site 1)

	vCPU	RAM (GB)	Disk (GB)	Qty
ADD	12	16	/ 30G /data 150G	1
ADC	8	12	/ 30G /data 300G	1
DB	8	16	/ 30G /data 150G	1
Elastic*	8	16	/ 30G /data 350G	3

\*SSD



---

Confidential

Page 5

INVIGO SAL *(Signature)*  
CR No. 2004134

## 2. FEATURES INCLUDED

- The following features are included in the offered price:

ADM R7.0 Basic Package	
<b>Detection Related Features</b>	
ADMDF1	Automatic Device Detection
ADMDF2	IMEI-SV Handling
ADMDF3	Welcome SMS
ADMDF21	Multi-SIM Users Detection
<b>Automatic Targeted Triggers</b>	
ADMINV1	Target Group Management
ADMINV2	Triplets Update Triggers
<b>Configuration Related Features</b>	
ADMINV7	Automatic Device Configuration
ADMCRF2	Grey Market Support
ADMCRF3	Bundled Settings
ADMCRF4	Multiple Settings
ADMCRF5	Security Mechanisms
ADMCRF6	Bulk OTA Campaign
ADMINV8	Greeting Messages
ADMCRF10	Configuration Interfaces
ADMCRF12	OTA Blacklist
ADMCRF13	Manual Configuration Guides
<b>Device Repository</b>	
ADMDRP2	Device Repository
<b>Statistics and Reporting</b>	
ADMRS1	Platform Statistics
ADMINV9	Subscribers and Devices Reports
ADMINV10	Reports Scheduler
<b>Integrations with External Nodes</b>	
ADMTP1	Developer APIs
ADMINV11	Integration with OSS Nodes
ADMTP12	Integration with Provisioning System
<b>Subscribers &amp; Detected Devices Details</b>	
ADMARF2	Subscribers Accounts
ADMRS3	Subscribers History
ADMINV12	Devices History
<b>Purging Mechanisms</b>	
ADMINV13	Network Triggered Purge



GUI & Administration Features	
ADMARF1	Multi-language Support
ADMARF3	Interface Access Control
ADMARF4	Web Users Tracker
ADMARF5	Customer Care Feedback
ADMINV15	Alarm Reporting
ADMTP14	Authentication & Authorization

ADM Optional Features Inherited from Previous Releases	
Detection Related Features	
ADMARF11	Geo-Redundancy SW
ADMCRF15	Greeting MMS
ADMCRF17	Wrong Settings Detection
ADMCRF22	Remote Management

*Description of all these features and modules can be found in the associated technical document.*



### 3. GENERAL CONDITIONS

#### 3.1. PRICES

- Our Prices are including VAT & local taxes

#### 3.2. DELIVERY PLANNING

- Project is installed, integrated and commissioned in **10 to 12 weeks** from PO and VM readiness.

#### 3.3. PAYMENT

- Invigo Payment terms are:
  - 50% on PO
  - 50% on Acceptance, or on commercial launch whichever comes first.
- Payment shall be made within 60 days after approved invoice.

#### 3.4. OFFER VALIDITY

- This offer is valid for 60 days from the date of this offer.

#### 3.5. CONTACT INFO

**Fouad Goraieb**  
Managing Director  
[fouad.goraieb@invigo.com](mailto:fouad.goraieb@invigo.com)



**Invigo**

Beirut  
Lebanon

[www.invigo.com](http://www.invigo.com)

---

Confidential

Page 8

**INVIGO SAL**  
**CR No. 2004134**

