

28445  
نوع رسم وغرامات طلب صادر  
قيمة 111,500,000 تاريخ 11/09/2020  
قيمة الرسم : 111,500,000  
قيمة الغرامات : 111,500,000  
خصم : 111,500,000  
نقطة فاصل بين المبالغ  
بروت في 1 SEP 2020

المراقب

ليلي سرحان

الدكتور سليمان دارسا  
الدكتور سليمان دارسا  
الدكتور سليمان دارسا

## ANCILLARY AGREEMENT no.3

TO THE

IPBB AND IGW UPGRADE AND SUPPORT  
CONTRACT OF ADHERENCE

BETWEEN

MOBILE INTERIM COMPANY No.2 S.A.L.

AND

DATA CONSULT S.A.L.



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**THIS ANCILLARY AGREEMENT** (Hereinafter referred to as the "**Ancillary Agreement no.3**") to the IPBB AND IGW Upgrade and Support Contract of Adherence (Hereinafter referred to as the "**Contract of Adherence**") entered into between Mobile Interim Company No. 2 S.A.L. and Data Consult S.A.L. on the 20<sup>th</sup> of June 2023, is made by and between:

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

**AND**

**Data Consult S.A.L.**, a company registered under the laws of Lebanon, incorporated at the Trade Register of Baabda under the number /2016519/, and registered at the Lebanese Ministry of Finance under the number /288/, electing domicile at Mkalles 2001 Center, 2<sup>nd</sup> Floor, Mkalles, El Metn, Lebanon, represented in this Ancillary Agreement no.3 by its Assistant General Manager Mr. Michel Wakil

(Hereinafter referred to as "**Data Consult**")

**MIC2** and **Data Consult** are individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".



**RECITALS:**

Whereas, the Parties have entered into the Contract of Adherence on the 20<sup>th</sup> of June 2023 and ancillary Agreement for the upgrade of contact center (Hereinafter referred to as "Ancillary Agreement") which have standardized the terms and conditions upon which Data Consult shall carry the upgrade of MIC2's existing IPBB and IGW along with support services; And,

Whereas, the Parties have entered into ancillary Agreement no.2 on 29-July-2024, for the extension of Support services for some previously existing items that reached their EOS (End of Support) by May 31<sup>st</sup> 2024 as per Cisco announcements, where the said equipment (EOS items) consists of line cards for which their chassis and controller board are still under support (Hereinafter referred to as "Ancillary Agreement no.2").

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Whereas, MIC2 needs to extend furthermore the equipment that their EOS date is on 31<sup>st</sup> May 2025

Whereas, the provisions of the Public Procurement Law Number 244 dated 19 July 2021 and particularly those of Article (46 - 3) enables direct contracting for such case;

**NOW THEREFORE**, and as of the Effective Date herein below, and in consideration of the Parties' business relationship, the Parties mutually agree as follows:

**Article 1:**

The Recitals hereinabove and any Attachment annexed hereto shall form an integral part of this Ancillary Agreement no.3 and of the Contract of Adherence .

**Article 2:**

By means of this Ancillary Agreement no.3, both Parties agree on introducing to End of Support (EOS) of existing equipment an additional support extension to all items which EOS listed in the attached Offer, for a period of 14 months until 31 July 2026 (First Two months are free of charge) as per the attached offer and detailed in (Annex 1),

**Article 3:**

Such additional obligation shall be executed in return for an additional amount of **USD /311,479.06/ (Only Three hundreds Eleven Thousand and Four Hundred Seventy Nine United States Dollars and Six Cents)** on top of the total cost defined through Article (20) of the Contract of Adherence.



**The said additional amount shall be settled by MIC2 in Fresh USD or in LBP at equivalent Market rate on date of payment, in advance, in equal payments on quarterly basis within 60 Days as of invoice acceptance by MIC2, through via bank transfer to the bank Account of Data Consult as per the following bank details:**

Bank Audi sal - Ashrafieh Sofil

Account Number: 002745340077

IBAN:LB26005600000000002745340077

Swift Code: AUDBLBBX

**Article 4: Cash Guarantee**

Data Consult undertakes to deposit to the benefit of MIC2, at the bank account appointed to him by MIC2, a Cash Guarantee in cash (Fresh) USD for an amount equals to three (3) % of the value of the relevant Purchase Order to be issued under this Ancillary Agreement no.3, such Cash Guarantee is to guarantee the proper and full supply, provision and performance of Data Consult to its contractual obligations through the related guaranteed Purchase Order in conformance with the terms and conditions of this Ancillary Agreement no.3.

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The said Cash Guarantee shall be used by MIC2, immediately and automatically to fulfil to its benefit, without the need for any judicial or non-judicial formality/notification/discussion/objection, any amount and/or penalty to its (MIC2) favour resulting from the non-implementation and/or miss-implementation and/or delay and/or default of Data Consult in executing any of its obligations under the related guaranteed Purchase Order in conformance with the terms and conditions of this Ancillary Agreement no.3.

Data Consult undertakes to immediately restore the said Cash Guarantee to its full amount as defined herein above within a maximum time frame of 24 hours as of being notified in written by MIC2 by the need to do so whenever the said Cash Guarantee is being used by MIC2 to guarantee the timely, faithful and satisfactory supply, provision and performance of the Supplier to its obligations under the related guaranteed Purchase Order in conformance with the terms and conditions of this Ancillary Agreement no.3.

The full or remaining amount (in case used by MIC2) of the said Cash Guarantee per each guaranteed Purchase Order under this Contract of Adherence shall be delivered back by MIC2 to Data Consult once the guaranteed obligations under the related Purchase Order have been fully supplied/provided/Performed and after being fully accepted by MIC2.

Supplier hereby confirms the right of MIC2 to assign any Cash Guarantee given by the Supplier to the benefit of MIC2 under this Ancillary Agreement, such assignment to be effected under the same terms and conditions stated in this Clause (3.) herein, without having to obtain Data Consult consent prior to such assignment for any Cash Guarantee given under this Ancillary Agreement no. 3.

#### Article 5:

**5-1:** Notwithstanding anything to the contrary, the Contract of Adherence, the Ancillary Agreement, the Ancillary Agreement no.2 and this Ancillary Agreement no.3 set forth the entire understanding and obligations between the Parties regarding the subject matter.

**5-2:** This Ancillary Agreement no.3 shall be read in conjunction with the Contract of Adherence, Ancillary Agreement and Ancillary Agreement no.2. However, in the event of any inconsistency between the terms of the Contract of Adherence and this Ancillary Agreement no.3, except as explicitly stipulated herein, the terms of the Contract of Adherence shall prevail.

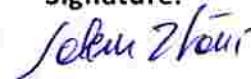
5-3: Except as explicitly stipulated in this Ancillary Agreement no.3, the terms of the Contract of Adherence shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Ancillary Agreement no.3 to be executed in Beirut in two (2) original copies on 21/Sep/25 ("Effective Date") by their respective authorized representatives, each party keeping one original copy.

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

Salem Itani  
Chairman General Manager

Signature:



Nibal Matta Salameh  
Chief Financial Officer

Signature:



For and on behalf of  
**Data Consult S.A.L.**

Michel Wakil  
Assistant General Manager

Signature:



**DATA CONSULT**  
S.A.L.



## Annex 1

## Offer



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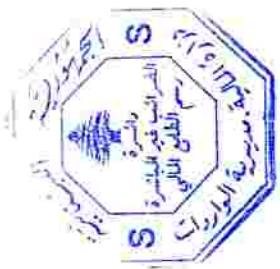
# DATACONSULT

Data Consult SAL | Lebanon, Mkalles 2001 Center, Bloc A, 2nd Floor | +961 1 686 555 | [info@dcgroup.com](mailto:info@dcgroup.com)

## Commercial Proposal

### IPBB Extended Support Services 2025 Mobile Interim Company 2 DCL-2025-Q0171

Rev. 3



Issuance Date: Jul 14, 2025

Data Consult is pleased to present this proposal outlining a customized answer to your business needs. We believe that a collaborative partnership will enable us to achieve these objectives effectively. This proposal details our understanding of your requirements.

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## Support Renewal

#	Part Number	Description	Serial Number	Unit Price	Qty	Total Price
<b>Support Type: SNTC 24X7X4</b>						
1	CON-SNTP-ASR-901DS	ASR 9010 DC Chassis with PEM Version 2	FOX1723G1NX	\$3,813.00	1	\$3,813.00
2	CON-SNTP-A9KMPA2X	ASR 9000 20-port 1GE Modular Port Adapter	FOC1723N44Y	\$4,868.00	1	\$4,868.00
3	CON-SNTP-A9KMPA2X	ASR 9000 20-port 1GE Modular Port Adapter	FOC1725N1XG	\$4,868.00	1	\$4,868.00
4	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFSY	\$13,227.00	1	\$13,227.00
5	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFRF	\$13,227.00	1	\$13,227.00
6	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFGC	\$13,227.00	1	\$13,227.00
7	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFLS	\$13,227.00	1	\$13,227.00
8	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFL5	\$13,227.00	1	\$13,227.00
9	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NF9N	\$13,227.00	1	\$13,227.00
10	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFC1	\$13,227.00	1	\$13,227.00
11	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NFES	\$13,227.00	1	\$13,227.00
12	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFNV	\$24,565.00	1	\$24,565.00
13	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFH3	\$24,565.00	1	\$24,565.00
14	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NNKX	\$24,565.00	1	\$24,565.00
15	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFQE	\$24,565.00	1	\$24,565.00
16	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFQC	\$24,565.00	1	\$24,565.00
17	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2021NBAW	\$24,565.00	1	\$24,565.00
18	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFCZ	\$24,565.00	1	\$24,565.00
19	CON-SNTP-A9KMPA8X	ASR 9000 8-port 10GE Modular Port Adapter	FOC2119NFSG	\$24,422.00	1	\$24,422.00
20	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NF76	\$13,130.00	1	\$13,130.00
21	CON-SNTP-A9KMPA4X	ASR 9000 4-port 10GE Modular Port Adapter	FOC2122NF75	\$13,127.00	1	\$13,127.00

The first two months (June and July 2025) will be provided at no cost to Mic2 from Data Consult SAL.

Coverage Period: From Aug 01, 2025 until Jul 31, 2026.

	<b>Selling Price of Cisco Support</b>					<b>\$341,999.00</b>
	<b>Special Discount - 6%</b>					<b>\$20,519.94</b>
	<b>Additional Special Discount</b>					<b>\$10,000.00</b>
<b>Discounted Selling Price of Cisco Support</b>						<b>\$311,479.06</b>

<b>Total Quote excl. VAT</b>	<b>\$311,479.06</b>
<b>VAT 11%</b>	<b>\$34,262.70</b>
<b>Total Quote incl. VAT</b>	<b>\$345,741.76</b>

## Support Renewal

## Data Consult Support

#	Part Number	Description	Unit Price	Qty	Total Price
1	SVC-MS-ESS8X5	Engineering Support Services SAL17267Z50 SAL17278F74 SAL172688UK SAL17288Y2N SAL17278JH9 SAL202701EH SAL202904U8 SAL172473LU SAL17246ZF1 SAL17278PET AZS16420BKK AZS16420BKN SAL17267Z49 SMT1712C310 SMT1712C016 SMT1712C336 SMT1713A926 SMT1713A926 SAL1810N5EJ SAL1803KQTA SAL17288Y0U SAL17278JKX SAL203000YD SAL202904U9 SAL17278DK4 SAL17267VDH SAL17278PHT DCH172000G7 AZS17260E5U AZS17260E5R SAL17267Z45 SMT1712B890 SMT1712B887 SMT1712B369 SMT1713A043 SMT1713A043 SAL17278F6Z SAL17257Q85 SAL17288Y4Q SAL17278G8C SAL203405RC SAL202702QZ SAL17278DHQ SAL17278CLF SAL17278C31 DCH172000FZ AZS17260E5K AZS17260E5T SAL17267Z4A SMT1712C313 SMT1712B375 SMT1712C300 SMT1713A052 SMT1713A052 SAL172685GZ SAL17288WXF SAL17288Y24 SAL17278G6Z SAL202701DY SAL202904VD SAL172473LC SAL17246U6Z SAL17278PF8 DCH172000EM AZS17260E5N AZS17260E5Q SAL17267Z41 SMT1712B368 SMT1712B371 SMT1712B372 SMT1713A068 SMT1713A068 SAL17267Y0J SAL17288X0Z SAL17288Y2Z SAL17268A52 SAL2125053P SAL212505PP SAL17236JQP SAL17246U24 SAL17278PAK DCH1720009W AZS16420BKT AZS17260E60 SAL17267Z48 SAL17278F8E SAL17288WYZ SAL17288Y1C SAL17278JJR SAL2125054J SAL212505N1 SAL17278DBT	Free Of Charge	1	Free Of Charge



## Support Renewal

	SAL17278CMZ SAL17278PD5 AZS17260E5M AZS17260E5W SAL17267Z40 SMT1712B881 SMT1712B888 SMT1712C378 SMT1713A064 SMT1713A064 SAL172685H2 SAL17267UY9 SAL17288Y2H SAL17268A50 SAL212505GP SAL212505N2 SAL17278DFQ SAL17257JPH SAL17278PFC DCH172000HX AZS17260E5S AZS17260E5X SAL17267Z51 SMT1712C222 SMT1712C218 SMT1712C221 SMT1713B113 SMT1713B113 SAL172474J8 SAL17278J75 SAL17288Y32 SAL17278JJT SAL212505C SAL212505RG SAL1616A12R SAL1616AAVU SAL16159KG8 DCH172000A6 AZS16420BLO AZS16420BKZ <p><b><i>The support on the above items will be provided by Data Consult SAL, not Cisco, Free of Charge</i></b></p>		
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## Terms &amp; Conditions

1. Payment shall be made at the beginning of each quarter in Fresh U.S. Dollars.
2. Cash or bank transfer to the following bank account:
  - a. Bank Audi sal - Ashrafieh Sofil
  - b. Account Number: 002745340077
  - c. IBAN:LB26005600000000002745340077
  - d. Swift Code: AUDBLBBX
3. The proposal is valid for 10 days from the date of issuance.
4. Cancellations are only accepted within 48 hours of the quotation signature.
5. Neither party will solicit or hire the other's resources for 12 months after the project's completion or termination.
6. Any alteration or deviation from these defined specifications involving extra cost shall be in written order.



Michel Wakil  
On behalf of Data Consult

  
Signature

Date

On behalf of Mobile Interim  
Company 2

Signature

Date

