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 استوفى رسم وغرامة طابع مالي  
 29651/2453  
 تاريخ 14/09/2019  
 قيمة الرسم 5.895.830.000  
 قيمة الغرامة :  
 المجموع 5.895.830.000  
 فقه طابع ماليات  
 بيروت في 14/09/2019  
 وكلاء شركة الفالو لبنان

المراقب  
 ليلى سكروحال

**Convergent Billing System Upgrade and Support Contract**

البريد الإلكتروني  
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This contract (hereinafter "the Contract") is made by and between the undersigned:

**Mobile Interim Company No.2 S.A.L.**, registered at the Trade Register of Beirut under number /1000382/, and registered at the Ministry of Finance under number /291711/, having its principal place of business at Touch Building, Fouad Chehab Avenue, Bashoura, Beirut, Lebanon. (hereinafter referred to as "MIC2" or "Buyer");



And

**HUAWEI INTERNATIONAL CO. LIMITED**, a company incorporated in Hong Kong on 27 February 1998 as a limited company in the companies register maintained under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) under the company number /637686/, having its registered office at 9/F Tower 6, The Gateway, No. 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter referred to as the "Offshore Supplier");



And

**HUAWEI Technologies (Lebanon) S.A.R.L.**, a company organized and existing under the laws of Lebanon, registered at the Commercial Register in Baabda under number /2047343/, located at 12th Floor of Qubic Building, Daoud Aamoun Street Sin El Fil, Beirut, Lebanon (Hereinafter referred to as the "Onshore Supplier").

Offshore Supplier and Onshore Supplier are hereinafter collectively referred to as the "Suppliers".

MIC2 and Suppliers are referred to hereinafter, collectively, as the "Parties".



**Preamble:**

1. MIC2 is operating the second mobile network in Lebanon for the benefit and for the account of the Republic of Lebanon (ROL);
2. MIC2 is in the process of upgrading the existing NGBSS Platform incorporating the transformation of its Customer Relationship Management (hereafter CRM) and its Convergent charging and billing solution(hereafter referred to as CBS) along with purchasing the relevant support services including the support services for the old NGBSS EOS platform elements, and to this effect it has requested an offer from Suppliers for the execution of the aforementioned Platform Project (hereinafter "the Project");

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3. Suppliers, jointly and severally with one another have declared their commitment to the execution of the Project as described in above paragraph (2) and have stated their commitment to the provisions of the Contract and have acknowledged that the Contract constitutes the basis of the final contractual relationship that shall be established with MIC2



Based upon the above,

The Parties have agreed on the following:

## SECTION ONE

### **1. The Entire Contract.**

The above Preamble constitutes an integral part of the Contract.

### **2. Attachments**

The attachments to the Contract are the following, and they constitute an integral and a complementary part of it. This Contract, including its Annexes (SOW, PIP, SLA, BOQ, price summary, ...) as below shall supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter hereof.

In the case of any inconsistency, ambiguity or conflict between this Contract, and the Annexes, this Contract shall take precedence over the Annexes.

- Service SOW , Project Delivery and implementation plan PIP, Responsibility Matrix, Acceptance Criteria, Test Service Description Annex (1)
- Legacy Maintenance Annex (2)
- Upgrade Maintenance – Annex (3)
- Price summary – Annex (4)
- Training Proposal – Annex (5)
- Upgrade Solution SOW – Annex (6)
- Change Control Procedure-Annex(7) Change Request Form – Template- Annex (7.1) Appendix A
- Quick Analysis Report – Template-Annex(7.2) Appendix B
- Change Control Note Form – Template-Annex(7.3) Appendix C
- BOQ-Annex (8)
- The Down payment Guaranty-Annex (9)
- The Performance Bond-Annex (10)





### 3. Definitions and Interpretation:

#### 3.1. Definitions:

The following definitions apply throughout the Contract and the Annexes attached thereto, and the Purchase Orders (PO) issued under the Contract unless the context otherwise requires:

**"Project"** means the project initiated by MIC2 to upgrade the converging billing system in the second mobile network in Lebanon as mentioned in the Recitals.

**"Acceptance Certificate"** means the written confirmation of Acceptance of the Implementation to be issued by MIC2 in accordance with below Article (16);

**"Acceptance Criteria"** means the criteria to be fulfilled in order to determine whether the Implementation conforms to the Specifications, as mutually agreed upon in the Acceptance Tests;

**"Acceptance Date"** means the date at which the Acceptance Certificate is issued by MIC2 in accordance with below Article (16);

**"Acceptance Tests"** means the acceptance tests as mutually agreed upon between the Supplier and MIC2 prior to execution of the Purchase Order as per Annex (1);

**"Acceptance" or "Accepted"** means that the implementation has passed the agreed upon Acceptance Tests in accordance with the Acceptance Criteria or has been placed into Commercial Service by agreement of both parties;

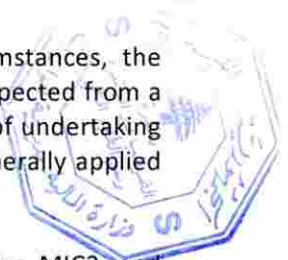
**"Best Industry Practice"** means, in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled, experienced and Supplier certified person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the industry relevant to the Services;

**"Order Modification"** means a document mutually agreed and duly signed by MIC2 and acknowledged by the Supplier in writing, introducing alterations, additions, amendments or modifications to the contents of a Purchase Order;

**"Commercial Service"** means the provision of revenue generating services to the public;

**"Committed Delivery Date"** means a date by which the Supplier has committed to and MIC2 has agreed to in writing, for Delivery of a given Product to MIC2;

**"Confidential Information"** means all and any information marked as confidential or proprietary or similar legend or which in all of the circumstances is clearly intended to be treated as confidential which, for purposes of this definition, shall include but not be limited to business plans, , financial statements, strategies, marketing documents, pricing strategies and documents, governmental correspondence, contracts, operating licenses, new service plans, and any future additions to this list that MIC2 may request (whether (i) disclosed in writing, graphically, in



machine recognizable form, sample form and/or orally or by any other means whatsoever and whether directly or indirectly; provided that, if disclosure is oral, it shall be reduced to writing within thirty (30) days of the date of such disclosure or (ii) obtained by examination, testing or analysis of any equipment, Software or any component part thereof provided by one Party to the another) including, without limitation, the Contract (and the subject matter, nature and existence thereof), formulae, processes, designs, photographs, plans, samples, equipment, equipment performance reports, subscriber lists, pricing information, studies, findings, inventions, ideas, drawings, schematics, sketches, specifications, parts lists, design right, know-how, data, technical data, data bases, Software in any form, flow charts, algorithms and other business and technical information and any information relating to the relevant Party's products, operations, processes, plans or intentions, product information, trade secrets, market opportunities and business affairs and any other information expressly agreed to be confidential in any other provision of the Contract;

**"Supplier"** means Huawei (and all of its current and future entities, subsidiaries, and affiliates) selected by MIC2 to undertake the Project or parts of the project and with which MIC2 agreed to enter into the Contract;

**"Contract"** means this contract signed between MIC2 and Suppliers, which forms the framework for supply of all Products and/or Services relating to the upgrade of the NGBSS system Project;

**"Customer Service Desk"** means the telephone support operation in place to enable customers to solicit help with technical and operational issues as described in Annex (2);

**"Date of Completion"** means the date(s) specified in the agreed upon Implementation Plan on which the Implementation shall be ready for the performance of Acceptance Tests;

**"Delivery Date"** means the actual date on which a Product is delivered to MIC2;

**"Delivery Plan"** means a time annex specifying the Committed Delivery Dates;

**"Delivery"** means the transfer of physical control of a Product from Supplier at the locations determined by MIC2;

**"Documentation"** means all documents (regardless of the medium in or on which they are recorded) provided with the relevant Products and/or Services describing, explaining or assisting in the use or maintenance of the Products and their Implementation;

**"Epidemic Failure"** means that the same defect and/or failure occurs repeatedly in either (i) Products, or any part thereof; and/or (ii) any software used in Products, that is equal to or exceeds Five percent within any relevant time period or is equal to or exceeds Five percent of a single production batch and/or single delivery.

**"Execution Date"** means the date of signature of the Contract by both Parties and consequently the date issuance of the PO.

**"Final Acceptance Certificate"** means a certificate evidencing that the Products and Services, including any modifications or additions to the same performed in accordance with the Contract

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and/or Purchase Order have (i) been issued with an Acceptance Certificate confirming compliance with the agreed Acceptance Criteria, (ii) resolved all Punch list items in accordance with Annex (1), and (iii) been handed over to and accepted by MIC2. The Final Acceptance Certificate will be provided to the Supplier in accordance with Article (16) of the Contract;

**"Grade of Service (GOS)"**, with respect to the delivery of the Maintenance and Support Services (MSS) requested by MIC2 in any given period, GoS means the standard of performance requested by MIC2 and actually achieved by Supplier in providing the MSS in that period (calculated and expressed as a ratio and set out in the Scope of Work relevant to the MSS);

**"Functional Requirement Specification" or "(FRS)"** shall mean the detailed and dedicated guide on service features development for the R&D and the criteria for the Provisional Acceptance Test.



**"Hardware"** means any equipment included in the Products;

**"Hardware Warranty Period"** has the meaning described to it in Clause (24.1);

**"Implementation Plan"** means the time Annex provided by the Supplier and agreed by MIC2, setting out key milestone dates for the Implementation, including the Date of Completion;

**"Implementation Services"** mean the Services in relation to Implementation, as further detailed in a Purchase Order(s) and consisting of:

- Hardware delivery and installation
- Software implementation
- warranty and maintenance and Support Services

**"Implementation"** means installation, commissioning and integration of the Products into the MIC2's Network;

**"Intellectual Property Rights or IPR"** means trademarks, copyright, topography rights, patents, design and design rights, database rights, petty patents, design patents, utility models, registered designs, service marks, copyright works, moral rights, know how, trade secrets, trade or business names, brands and logos, and any other similar industrial and proprietary rights of any nature whatsoever in the Territory (whether registered or unregistered) and any right to apply and any application for such rights in the Territory;

**"Item Price"** means the price for each Product and Service specified in (Annex 4). Supplier undertakes that the item prices specified in Annex (4) are the maximum item prices Supplier may charge. However in the case of reduction of prices, the lower item price will be applied.

**"Major Software Release"** means the issue of Software and any superseding issue thereof which adds new Features or substantially enhances the existing Software, without any additional charge to MIC2; a Major Software Release may also correct defects in earlier releases;

**"Network"** means the second mobile network, MIC2's mobile telecommunications infrastructure in the Territory;

**"Order Procedure"** means the order procedure set forth in the Contract (Article 5) and in the specific Purchase Order(s);

**"Parties"** means MIC2 and Supplier when referred to collectively;

**"Party"** means MIC2 or Supplier, when referred to in the singular, as the context may indicate;

**"Price"** means prices of the Products and Services ordered by MIC2 in accordance with the related Annex attached to this contract or in a relevant quotation agreed by both Parties, whichever is applicable;

**"Products"** means the Hardware and/or Software to be provided by the Supplier to MIC2 as specified in the Annex (4) attached to the Supplier's Offer and in the relevant Purchase Order;

**"Protocol"** means all the documentation required for the Acceptance, as agreed in Annex (1);

**"Punch List"** has the meaning ascribed to it in Annex (1);

**"Purchase Order Value"** means the total value of a Purchase Order;

**"Purchase Order"** means the order of Products and/or Services issued to Supplier by MIC2, and for the avoidance of doubt, shall not include any alterations or amendments of the Contract;

**"Relevant Personnel"** means any employee, agent, subsupplier or representative of the Supplier who is engaged in any way in the supply and implementation of the Products and/or Services;

**"Resolution Time"** means the time it will take Customer Service Desk to resolve a customer issue as described in (Annex 2);

**"Response Time"** means the time it will take Customer Service Desk to acknowledge receipt of a customer request for assistance, as described in the Scope of Work for Maintenance and Support Services as described in Annex -2-;

**"Response to Modification"** has the meaning ascribed to it in Clause (6.2);

**"Responsibility Matrix"** means the table stating the various responsibilities and the duties of MIC2 and Supplier in relation to the Project and which is incorporated to the Supplier's Offer (Annex 1);

**"Offer"** means the Supplier's Offer submitted to MIC2 in response to the upgrade request, and to which are attached the Responsibility Matrix, Items of the Scope of Work, Delivery and Implementation Annexes, Maintenance and Support Services, Prices, etc.

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**"Services"** means the services to be provided by Supplier to MIC2 as described in a relevant Purchase Order; the Services include Implementation and Engineering Services as well as Maintenance and Support Services.

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**"Site"** means the location where the Products are to be implemented as defined by MIC2 in writing;

**"Software License"** is the license for the Software;

**"Software Update"** means any change or addition to the object or source code or documentation issued by Supplier to customer who purchased Software Maintenance service; to correct errors or fix bugs; provided, however that Software Update shall not include new, or enhance product offerings.

**"Software Upgrade"** means a new Software release with a new version number that revised the Software to introduce new features or improve operation and/or performance of the equipment over the previous Software release.

**"Software"** shall means Supplier's generic software product (latest products versions at the contract sign off)

**"Spare Part"** means a replacement item of a Product meeting or exceeding the Specification of the Product it replaces;

**"Specification"** means the Supplier's technical description and MIC2's functional requirements of the Products and/or Services, as the case may be, as specified in any Supplier Documentation relating to such Products (in relation to the Supplier's technical description), and the Purchase Order (in relation to MIC2's functional requirements);

**"Support Services or SS"** shall have the meaning given to it in the Maintenance & Support Services submitted by Supplier and attached to the Contract as Annex (2);

**"System"** means the sum of the Products comprising Software and Hardware to form a functional unit of a Network;

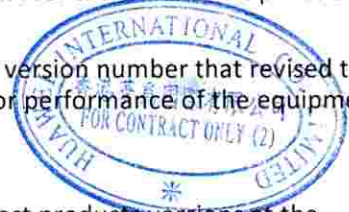
**"Tax" / "taxes"**, as used in the Contract, include fees and charges for doing business that are directly or indirectly levied by the Government of the Territory;

**"Term"** means the term of the Contract, comprising the Initial Term and the Extended Term(s) as defined in below Article (19);

**"Territory"** means the country in which MIC2 carries out its business, i.e. Lebanon;

**"Working Day"** means any day excluding the weekends and public holidays as defined in the Territory;

**"Written" / "in writing"** means any communication in written form which shall include but in no way be limited to communications by facsimile and electronic mail.



- 3.2. Article headings are for convenience only and shall not be used in interpretation.
- 3.3. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time by MIC2.
- 3.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition, effect shall be given to it as if it were a substantive provision in the body of the Contract.
- 3.5. Where any amount is payable or any obligation is to be performed on a day which is not a Working Day, then such amount shall be payable or such obligation shall be performed on the immediately preceding Working Day.
- 3.6. The expiry or termination of the Contract shall not affect such of the provisions of the Contract which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 3.7. For the avoidance of doubt the terms of the Contract applies to any Purchase Order(s). The Contract, whether in its current form or as amended by the Parties, shall take precedence over any contradictory terms of a Purchase Order.



--- End of Section One ---





## SECTION TWO

### 4. Scope of Work

- 4.1. MIC2 hereby establishes a contractual relationship with the Suppliers as of Products and Services required for the execution of the Project within the duration set out for each of the phases stipulated in below Clause (4.4).
- 4.2. Suppliers undertakes to adhere to the general Scope of Work including, without limitation the following:
- Delivery, installation and integration of the required Hardware and Software for the solution.
  - Implementation of the upgrade of convergent NGBSS solution including but not limited to the following components:
    - **CRM:** customer service, order management, document management, customer management, inventory management, dealer management
    - **SOAIF**
    - **UPC:** offering, product, plan, lifecycle
    - **USM :** organization management, privilege management, A&A, reference data
    - **CBS:** OCG, DC, bill management, invoicing, online mediation, AR, GL, convergent balance management, Rating and charging
    - **UVC**
    - **Provisioning**
    - **Mediation**
    - **PRM:** SP/CP, interconnect settlement, roaming settlement
    - **BDI**
    - **O&M:** I2000, Digital view, digital founder
    - **All existing DR components**
  - Hardware, Software, Security, Backup, Reporting and integration needed to implement the solution
  - Maintenance and support services (for the old and new elements of the NGBSS system) as included in the SLA annex.
  - Maintenance and support for three years on the legacy EOS NGBSS system starting 01-july-2024 + 1 year free warranty maintenance and support on the NGBSS upgraded system starting go-live date + 4 years paid support on the upgraded NGBSS system.
- 4.3. It is clearly agreed that the Scope of Work and related annexes to which Suppliers undertakes to adhere shall not be modified unless such modification is decided by MIC2 or approved in advance by MIC2. By deciding to make the modification, or by approving or refusing to approve it, MIC2 shall not be deemed to be in a situation of arbitrary performance of its rights.
- 4.4. Suppliers undertake to execute the Project in (3) phases, as per the following scheme:
- Phase (1): the manufacturing of the products, their shipment and their delivery to Beirut AirPort (Offshore Supplier) for the NGBSS system upgrade.
  - Phase (2): the delivery of the products from the AirPort of Lebanon to the locations solely determined by MIC2, and the implementation of the delivery and installation of the related hardware and software by the Onshore Supplier
  - Phase (3): the delivery of support services (Onshore Supplier).

--- End of Section Two ---





### SECTION THREE

#### 5. Order Procedure (Payment Orders):

5.1. From the execution date of the Contract, MIC2 shall issue (4) POs, covering the following:

- 1<sup>st</sup> PO: The purchase of Hardware & Software – PO to Offshore supplier
- 2<sup>nd</sup> PO: The implementation service – PO to Onshore supplier;
- 3<sup>rd</sup> PO : The support service for the on the current system – PO to Onshore Supplier;
- 4<sup>th</sup> PO: the Support Services for the on the upgraded system – PO to Onshore Supplier



5.2. Any PO issued under the Contract cannot be in contradiction with the terms and conditions of the Contract, unless MIC2, depending on the circumstances, finds that such circumstances require the issuance of a new PO that contains terms and conditions contrary to some of the terms and conditions of the Contract as per business need and upon both Parties confirmation.

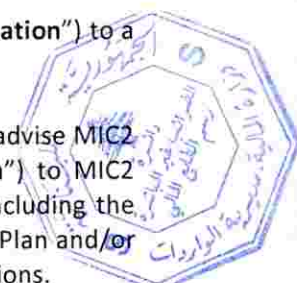
5.3. Suppliers undertake to provide to MIC2 the Products and Services that MIC2 will order from the Suppliers pursuant to the provisions of above Clause (5.1).

#### 6. Order Modifications.

6.1. MIC2 may at any time, by written notice to the Suppliers, require a variation ("**Modification**") to a Purchase Order, provided written notice of the modification is delivered to Suppliers.

6.2. Within five (5) days after receiving such written notice from MIC2, the Suppliers shall advise MIC2 of its effect on the System and send a written notice ("**Response to Modification**") to MIC2 specifying the effect that such a modification may have upon the Purchase Order including the price, the date of delivery of the Products and Services, impact (if any) on the Delivery Plan and/or Implementation Plan and the impact (if any) on the System functionality and Specifications.

6.3. Within five (5) days of receipt of the Response to modification, MIC2 shall by written notice to the Suppliers inform the Suppliers as to whether MIC2 wishes the modification and Response to modification to be incorporated in the Purchase Order and if MIC2 so advises, then a formal Modification Order setting out in detail the nature of the modification shall be given to the Suppliers.



Accordingly, Any modification in the Purchase Order in respect to a modification of the Price of products and services as mentioned hereinabove or modification of the Delivery Plan and/or Implementation Plan shall follow what been agreed between both Parties, provided that such modification does not arise solely due to delays, disruptions, or failures attributable to MIC2 or to events beyond the reasonable control of the Suppliers

- Supplier not to cause a delay in Delivery or Implementation longer than the maximum number of Working Days needed to implement the modification(s) based on both Parties agreement; the

Suppliers undertake to use all endeavors reasonable from MIC2's point of view to keep delay in Delivery or Implementation to a minimum, except where such delays result from MIC2's, lack of access, import restrictions, or any Force Majeure circumstances as defined under this Contract.

The Suppliers may propose the Buyer with a beneficial scope, and the process set out in this clause shall apply.



--- End of Section Three ---



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## SECTION FOUR

### **7. The Products**

#### **7.1. Manufacturing of Products.**

Offshore Supplier undertakes to start the manufacturing of the products mentioned in the PO once the down-payment is paid by MIC2.



#### **7.2. New and/or Enhanced Products.**

Offshore Supplier undertakes, periodically, to present to MIC2 its roadmap and to update MIC2 of any new products or enhancements to existing Products as to when they are made commercially generally available. It is hereby understood and agreed that such products shall be considered Products under the Contract, and if ordered by MIC2 shall be purchased and sold under the terms and conditions of the Contract, provided that a written Addendum between the Offshore Supplier and MIC2 is made as to the minimum pricing, taking into account the market prices at the time, in the best interest of MIC2. At the point of which the products described in a roadmap are considered Products hereunder, they shall no longer be considered as part of such roadmap for any purpose. It is acknowledged that any roadmap is simply a description of intended functions and features and that the Offshore Supplier reserves the right to withdraw any Hardware and/or Software (standard or optional) from its roadmap or to remove such items from its list of generally available Hardware and/or Software, provided, however, that the Offshore Supplier shall be bound to fulfil any orders placed by MIC2 and accepted by the Offshore Supplier in respect of any such Hardware and/or Software prior to the withdrawal or removal of any such Hardware and/or Software from any roadmap.

#### **7.3. Quality of Products**

- 7.3.1. Offshore Supplier confirms and guarantees that any Product sold to MIC2 hereunder is:
- New and is the Offshore Supplier's up to date model and/or version available on general release to Offshore Supplier's customer base on the date of acceptance by the Offshore Supplier of any Purchase Order;
  - Compatible with the international standards that regulate the function of the ordered Products; and
  - Subject to the Specifications, interfaces and inter-operability with MIC2's other existing end systems at its full ordered capacity, subject, however, to receipt by the Offshore Supplier of any and all information reasonably requested by the Offshore Supplier from MIC2, including, without limitation, the interface information, which the Offshore Supplier requires in order to achieve interfacing/interoperability.
- Has a minimum 5 years lifetime
- 7.3.2. All purchased products and services must, at the time of Delivery, be compliant and relevant applicable international standards. All Products supplied by the Offshore Supplier must also:



- Be in accordance with the Specification during the respective Warranty periods;
- Be in accordance with all applicable mandatory legislative and regulatory requirements;
- Meet the specifications for type approval;
- Be free of defects in design and functionality during the respective Warranty periods;
- Be free of defects in materials and production;
- Be the latest version agreed under Purchase Order;
- Have been manufactured from new and sound material, unless otherwise agreed in writing;
- Be in accordance with Environment Requirements and Corporate Social Responsibilities;
- Be unused at the time of delivery and as agreed under Purchase Order (save as required for testing), unless otherwise agreed between the Parties in writing.

#### 7.4. Production and Quality Assurance

- 7.4.1. Whenever it is requested to do so, the Offshore Supplier undertakes to ensure that MIC2 to inspect the Products during the delivery process (whether or not completed). On request, the Offshore Supplier shall for this purpose supply testing and measuring Products free of charge and provide staff to assist. MIC2 shall be entitled to have the Products (whether or not completed) tested by an independent third party.
- 7.4.2. It is accepted that Products manufactured by Offshore Supplier are produced on a production line and not on a specific customer order basis. In the event that MIC2 wishes to visit any of Offshore Supplier's sites or plants, MIC2 shall give Offshore Supplier reasonable notice of such inspection. At all times during such inspection, MIC2 shall observe any reasonable instructions (particularly as to security, safety and confidentiality), which may be given by Offshore Supplier.
- 7.4.3. In the interest of safety and to avoid any interference with the manufacturing process, not more than three (3) MIC2 representatives may attend such inspection at any time (unless otherwise agreed in writing by Offshore Supplier).
- 7.4.4. For the avoidance of doubt, MIC2 shall meet its own expenses for travel, accommodation and subsistence allowances related to the activities undertaken according to this clause, unless the independent third party rejects the Products on the grounds that they do not meet the agreed Specifications, in which event the costs of the testing and transport, if any, shall be borne by the Offshore Supplier.

#### 8. Delivery of Products.

- 8.1. For the supply of Products, the Offshore Supplier undertakes to abide by the Delivery Plan attached hereto as Annex (1).
- 8.2. All Deliveries must be made according to the Delivery plan and sequence, attached hereto as Annex (1). The Delivery shall take place at the latest on the Committed Delivery Date(s).
- 8.3. Offshore Supplier undertakes to deliver the products to the locations determined by MIC2 in accordance with Incoterms 2000, DAP (Delivered at Place) to MIC2's sites as per below conditions:



- The equipment will be cleared at the Lebanese custom authorities by MIC2;
- Custom duties and other fees and taxes related to customs clearance will be paid by MIC2.

The Supplier must provide the Administration with copies of the invoice(s), packing list(s), and AWB prior to shipping the hardware. Once these documents are reviewed and approved by the Administration, the Supplier will be instructed to send the original documents via DHL. All the documents shall include MIC2 TIN number. It is essential that the original documents are received by the Administration before the shipment arrives at Beirut AirPort.

- 8.4. Each Delivery shall be accompanied by a packing list and be packed and marked in accordance with (i) the Offshore Supplier's standard packing and shipping specifications, (ii) the requirements of the carrier and/or (iii) MIC2's instructions whenever applied. The consignment notes shall be complete and shall include MIC2's Purchase Order number.
- 8.5. In case of Purchase Orders consisting of the supply of Products only (without Implementation), if the Offshore Supplier at any time has reasons (accepted by MIC2 in writing) to believe that any Committed Delivery Date or other Annex date for Delivery will not be achieved then the Offshore Supplier shall, as soon as possible but not later than (2) Working Days of having such reasons, notify MIC2 in writing specifying a new date for Delivery, which shall be subject to the approval of MIC2. Such date of delivery shall not exceed (5) Working Days, otherwise the provisions of below Clause (8.6) shall apply.
- 8.6. Should Delivery of any related batch of the Products not take place on or before the Committed Delivery Date as per the Project Delivery and implementation plan Annex (1) due to reasons within the control of the Offshore Supplier (as assessed by MIC2 upon its discretionary authority), MIC2 shall have the right to claim liquidated damages which shall run as of the agreed Delivery Date. The liquidated damages for delay shall be payable at the rate of **1 % percent of the Purchase Order value related to each batch for each Day of delay and shall be up to a maximum of ten (10) per cent of such Purchase Order value.** Once the maximum liquidated damages have been reached, MIC2 in addition to claiming for the liquidated damages, has the right either to:
- Terminate the Contract in accordance with the provisions set out in Clause (30) and execute the Down-Payment LG and the Performance Bond, all on suppliers' responsibility, or
  - Keep the contract in force and execute the Down-Payment LG and the Performance Bond, in this event, Offshore Supplier undertakes to resubmit to MIC2 a performance bond in replacement of the one that has been executed, within (15) days from the date of said execution. This shall not be construed as an automatic or unlimited obligation to resubmit a new Performance bond, where submitting a new Performance bond cannot be done more than 3 times throughout the Project Delivery plan

The execution of the Down-Payment LG will be in full in any case and MIC2 shall retain any remaining balance as indemnity.

- 8.7. In the event that there is a delay then the Parties may mutually agree upon an extension of time. Any such extension of time shall be in writing and shall not be longer than the delay comprised between the initial Committed Delivery Date and the day such agreement on an extension has been reached.

- 8.8. At the request of Onshore Supplier, MIC2 shall issue to Onshore Supplier or to any party designated by Onshore Supplier at its own responsibility, a specific power of attorney (POA) for the purpose of carrying out the formalities to clear the Products at the Beirut AirportPort, provided that the execution of the POA shall be at the expenses and on the entire responsibility of Onshore Supplier.

## 9. Inspection upon Delivery

- 9.1. MIC2 shall inspect the Products within (5) Five working days from the Delivery Date to verify that (i) the Products are in sound condition by means of visual inspection only, (ii) Delivery consists of the agreed quantity, and shall without undue delay and in any event no later than ten (10) Working Days after inspection inform the Offshore Supplier of any dissatisfaction.
- 9.2. Within the timelines set out in Clause (8.1) and Clause (8.2), MIC2 may refuse a Delivery in whole or in part, on the Offshore Supplier responsibility, if:
- (i) The Delivery does not consist of the quantity stated on the consignment note unless agreed in advance; or
  - (ii) The contents of the Delivery or the packaging are damaged or do not comply with the Purchase Order in any material respect.
- 9.3. The Offshore Supplier shall retain possession of any Delivery that has not been validly accepted by MIC2 at its own cost. Such rejection is subject to above Clauses (8.6).
- 9.4. MIC2 shall ensure that a duly authorized person representing it is available during Delivery to sign for receipt, acceptance or rejection.
- 9.5. The inspection by MIC2 shall not be construed as confirmation that the Products meet the agreed Specifications or functionality.
- 9.6. A Product may be rejected within 30 working days of Delivery if MIC2 finds that it does not meet the agreed upon specifications or that it is defective.
- 9.7. If a Product is rejected, the Offshore Supplier shall, within (2) working days of being notified of the rejection and in accordance with the request of MIC2:
- Collect the rejected Products, repair them and return them after repair, at its own cost; or
  - Collect the rejected Products and deliver replacement Products, at its own cost.
- In such 2 cases, the Offshore Supplier shall also be liable for the payment of the liquidated damages provided for in Clause (8.6).
- 9.8. If the rejected Products are not collected by the Onshore Supplier they may be returned by MIC2 at the risk and expenses of the Suppliers.
- 9.9. The ownership and risk of rejected Products shall pass back to the Suppliers at the moment of collection by the Suppliers or rejection by MIC2, as the case may be.
- 9.10. After replacement, the Products may be inspected or re-inspected as the case may be, following the same procedure as described in Clause (9).



## 10. Progress Reports

- 10.1. During the performance of a Purchase Order, comprising multiple Deliveries, a progress report shall be submitted by the Offshore Supplier to MIC2 showing the relevant information pertaining to the status of the Purchase Order, and a statement either confirming that the agreed Committed Delivery Date will be met or giving a detailed explanation should there be any possibility of a delay and specify a revised date for Delivery. However, any revised date shall be subject to MIC2's discretion of acceptance; such acceptance shall not be considered as a waiver by MIC2 of the exercise of its right to liquidated damages and/or the execution of the 2 LGs.
- 10.2. The submission of the reports shall be on a weekly basis and shall start two (2) weeks from the date of issuing the Purchase Order and end on the Delivery Date of the last Delivery, unless otherwise agreed.

## 11. Acceptance of Products where the Supplier does not have Implementation obligation under Purchase Order

- 11.1. In cases where the Supplier does not have Implementation obligation under Purchase Order, the Acceptance of the Products which are supplied by the Supplier shall be deemed on Delivery of the Products, or ten (10) days after proof of Delivery by the Supplier, whichever occurs first. Delivery of such Products will be documented by the Supplier and signed by MIC2. The signed receipt document will serve as the Acceptance Certificate for the Products. Such acceptance by MIC2 is subject to the Products being free of any hidden defects.
- 11.2. In cases where Supplier provides a solution to attend a certain Key Performance Indicators, based on the Bill of Quantity, Supplier is liable to reach such KPIs. If the solution fails to reach the agreed KPIs, Supplier is requested to solve the problem at its own cost, until the Key Performance indicators are met provided that Supplier meets said KPIs within three (3) calendar working days.
- 11.3. MIC2 shall give written notice of any defect or nonconformance to the Supplier within five (5) working days after MIC2 is made aware of such defect or nonconformance.

## 12. Title and Risk

- 12.1. Until the delivery of the Products at the MIC2 warehouse, the risk of loss or damage to Products shall be on the Offshore Supplier. After delivery to MIC2 warehouse and issuance of the Proof of Delivery (POD), the risks of loss or damage to the Products shall be on MIC2, and also the relevant costs will be borne by MIC2, including but not limited to storage fees, insurance fees, etc.
- 12.2. Title to the Products shall pass to MIC2 on delivery.

## 13. Dangerous Substances and/or Preparations

- 13.1. The Offshore Supplier declares that the Products shall comply with the requirements laid down by or pursuant to any applicable law and shall not contain any substances prohibited for the Products by or pursuant to any applicable law, nor shall the Products contain any substances that cannot be disposed of by means of a normal waste processing method.

13.2. On request, the Offshore Supplier shall allow MIC2 to examine the extent to which environmental care has been taken into account in the design of its Products. The Offshore Supplier undertakes to provide MIC2 with a list of substances present in the Products that are harmful to people, property or the environment, and guarantees that the information it supplies to MIC2 shall be complete and correct. The Offshore Supplier shall state which components of the Products are suitable for reuse or recycling other than by incineration at the end of the Products' useful life. Where the relevant legislation in force in the Territory requires collecting, waste processing and recycling the Products, MIC2 shall retrieve the Products and either: (i) the Offshore Supplier will pay MIC2's fees for any costs incurred in collecting, waste processing and recycling the same; or (ii) will take care of waste processing and recycling at its own cost, to be decided at MIC2's discretion.

13.3 MIC2 undertakes, on its entire responsibility and costs, to ensure the availability of adequate stores/warehouses needed, for the storage and packing of the Products incoming from Offshore Supplier. Moreover, MIC2 undertakes to bear all costs and expenses associated with these stores/warehouses, such as rent, maintenance, and insurance for the products stored.



--- End of Section Four ---



## SECTION FIVE

### Implementation

#### **14. Delivery on Site and Implementation of the Products:**

**14.1.** MIC2 undertakes to deliver at its own cost the Products from Beirut Airport to its warehouses and/or to the Site Locations.

**14.2.** Onshore Supplier undertakes to provide Implementation Services in relation to the Products, which shall be compliant with MIC2's requirements.

#### **14.3. Onshore Supplier undertakes and warrant:**

- To complete the integration in the project within max the period mentioned in the PIP (Annex (1);
- (i) Not affect under any circumstances MIC2's existing network, including the network availability, continuity and performance;
- (ii) Be deemed satisfactorily completed only if and where implementation covered all the items of the Scope of Work defined in above Article (4) and its related annexes.

**14.4.** Implementation Services shall be provided by the Onshore Supplier as required by MIC2 and in accordance with the following:

- The detailed description of the Implementation Services as described by the Onshore Supplier in the Detailed Scope of Work and in Annex (1), which includes as well all information and documentation required for the Onshore Supplier to be able to respond to the Scope of Work;
  - The Responsibility Matrix included in Annex (1); and
  - The implementation plan with milestones & key milestones;
- All of which shall be considered as incorporated by reference in the relevant Purchase Order.

**14.5.** In respect to Implementation Services, the Onshore Supplier undertakes to submit to MIC2 a Delivery Plan and an Implementation Plan together with the POs and reflecting the terms and conditions of the POs. All implementations must be carried out by the Onshore Supplier strictly according to the agreed plans and Annex (1).

**14.6** Onshore Supplier commits to carry out the Implementation on or before the Date of Completion as agreed in writing between the Onshore Supplier and MIC2 and as stipulated in the Project Implementation Plan Annex (1).



## 15. Consequences of Delays in Implementation of the Products

15.1. If the Onshore Supplier at any time has reason (accepted by MIC2) to believe that any Date of Completion will not be achieved then the Onshore Supplier shall, as soon as possible but not later than three (3) Working Days of having such reasons, notify MIC2 in writing specifying a new date for completion of the Implementation, which shall be subject to the approval of MIC2. Such delay shall not exceed 1 week, beyond which the provisions of below paragraph (15.2) shall automatically apply.

15.2. Should Implementation of any related batch of the Products and/or Services not take place on or before the Date of Completion (agreed between MIC2 and the Onshore Supplier) as per Annex (1) due to reasons within the control of the Onshore Supplier and or due to the delay in the Delivery of the products owing to Offshore Supplier reasons, MIC2 shall have the right to claim liquidated damages which shall run as of the agreed Date of Completion. **The liquidated damages for delay shall be payable at the rate of (1%) of the value of the PO for any related batch for each day of delay and shall be up to a maximum of 10% of such PO value.**

However, in the event that a delay in implementation is directly caused by a delay in the delivery of equipment, and liquidated damages have already been applied for such equipment delay, then no additional liquidated damages shall be imposed on the implementation scope for the same cause of delay.

Once the maximum liquidated damages have been reached, MIC2 in addition to claiming for the liquidated damages, has the right either to:

- (i) Terminate the Contract in accordance with the provisions set out in Article (30) and execute the performance bond, all on supplier's responsibility, or
- (ii) Keep the contract in force and execute the performance bond, or

In the event of application of points (ii) or (iii) in this Clause, then the Parties may mutually agree upon an extension of time. Any such extension of time shall not be longer than the delay comprised between the initial Date of Completion and the day such agreement on an extension has been reached. The application of the aforesaid liquidated damages shall not relieve the Onshore Supplier from the obligation to implement the Products and/or Services as per the Contract.

## 15.3. Progress Reports

15.3.1. During the execution of a Purchase Order related to the Implementation Services, a progress report shall be submitted by the Onshore Supplier showing the relevant information pertaining to the status of the Purchase Order, and a statement either confirming that the agreed Date of Completion will be met or giving a detailed explanation should there be any possibility of a material delay. However any revised date shall be subject to MIC2's discretion of acceptance; such acceptance shall not be considered as a waiver to exercise the provisions of Clause (15.2) by MIC2. Moreover, non-acceptance by MIC2 shall not be deemed an arbitrary exercise by MIC2 of its rights.

15.3.2. The submission of the reports shall be on a weekly basis and shall start two weeks from the kickoff meeting and end on the Acceptance Date, unless otherwise agreed.

## 16. Acceptance of Implementation

- 16.1. Acceptance Tests shall be carried out with respect to the Products or each Part of the Products and/or Services during the Implementation of the Products.
- 16.2. The Acceptance Tests, specified in this Contract and related annex (1), are designed to verify that the Products will operate and perform in accordance with the agreed Specifications and MIC2's requirements set out in THIS Contract and related annex.
- 16.3. The sequence and interrelation of the Acceptance Tests are shown in Annex (1), Acceptance Test Procedures and the Annex for the Acceptance Tests is shown in the Implementation Plan (Annex 1).
- 16.4. Onshore Supplier shall notify MIC2 in writing of the date that the applicable Products will be ready for respective Acceptance Tests, within (7) days.
- 16.5. Within 5 days of the planned Acceptance Test date, MIC2 and Onshore Supplier shall jointly carry out, the result of which shall be accounted for in a jointly signed Protocol designed to clearly verify whether the Acceptance Criteria are met or not. In the event that the Products meet the Acceptance Criteria, a relevant Acceptance Certificate shall be issued by MIC2 within (30) days as of the Protocol signature. Should the MIC2 fail to issue such Acceptance Certificate, the Acceptance shall be deemed to be given and the Onshore Supplier shall be entitled to use the signed Protocol as the Acceptance Certificate
- 16.6. In case MIC2 does not attend the Acceptance Tests, Onshore Supplier shall schedule a new date for Acceptance Tests within 3 working days of the original Acceptance Test date, which date shall not be later than 7 days from the date on which they were rescheduled.
- 16.7. If any of the Products is not accepted by MIC2 due to the fact that the Acceptance Tests result verifies that any of the Products do not fulfil the Acceptance Criteria, the above mentioned written Protocol shall specify the particulars of the alleged deviation from the Acceptance Criteria listed in a Punch List. Onshore Supplier shall, at his own expense, remedy any defects and the Acceptance Tests Procedure for the relevant or affected part shall, if the Product fail to meet the agreed Acceptance Criteria, be repeated maximum three times in accordance with the provisions of this Clause until the agreed Acceptance Criteria have been met. If the Acceptance Criteria is still not met after three Acceptance Tests, MIC2 has the right to terminate the part of a Purchase Order related to the failed Acceptance Tests in accordance with the Contract and related annex.
- 16.8. Acceptance of the Products shall not be refused because of Minor Defects as determined or agreed by MIC2 unless the number of the Minor Defects exceeds 8% defects and Medium Defects exceeds 2% of the total UAT cases, and which would not prevent the Products from being put into Commercial Service. However, this will not relieve Supplier from his obligation to promptly remedy said defects, and MIC2 retains its right to claim for liquidated damages.



- 16.9. When according to the above, the Products and/or Services are accepted or deemed accepted such acceptance shall be confirmed by the issuance of an Acceptance Certificate. The Acceptance Certificate shall be issued within (10) ten days after Onshore Supplier's written request provided that any such minor defect detected and reported by MIC2 has been repaired.
- 16.10. MIC2 shall not put the Products and/or Services into Commercial Service, (i) unless Products and/or Services have received Acceptance or (ii) unless the Onshore Supplier gives, on MIC2's prior written request, its written approval to MIC2; such approval not being unreasonably withheld and to be given without delay. In the event MIC2 puts the Product and/or Services into Commercial Service, prior to the scheduled date for Provisional Acceptance set out in the Implementation Plan, the Product and/or Services shall be deemed Accepted and the Acceptance Certificate shall be issued for the Product and/or Services within ten (10) Working Days after putting the Product and/or Services into Commercial Service, unless Supplier has given the written approval to MIC2 or MIC2 states in written that it has clear technical reservations on the Product and/or Service in question however it had to put it into Commercial Service for critical reasons.
- 16.11. If The Provisional Acceptance date scheduled in the Implementation Plan is delayed for reasons attributable to Onshore Supplier, and MIC2 decides to place the Products and / or Services into commercial service before issuance of the Provisional Acceptance Certificate (PAC), MIC2 will not be liable to issue PAC, until the Products and/or Services actually pass Acceptance Tests and achieve Provisional Acceptance in accordance with the acceptance procedure. Once Onshore Supplier has notified MIC2 it is ready to perform Acceptance Tests such tests shall be performed as soon as possible. It is understood that such tests may require that the Products and/or Services may have to be taken out of service, in accordance with MIC2's operating procedures as a temporary measure to enable the Acceptance Tests.

For the avoidance of doubt, if MIC2 places the Products and/or Services into commercial service, the achievement of Provisional Acceptance will still be regarded as a critical milestone and liquidated damages according to Clause (15) will apply to Onshore Supplier's delay in achieving Provisional Acceptance in such circumstances. Liquidated damages shall however not apply from the date of Onshore Suppliers notice of its readiness to perform Acceptance Test until the date of re-scheduled Acceptance Tests.

--- End of Section Five ---



## SECTION SIX

### **17. Support services:**

The Onshore supplier shall provide Maintenance and Support Services in accordance with in the details of Annex (2) attached hereinafter unless agreed otherwise between the Buyer and the Onshore supplier.

#### **17.1. Onshore Supplier undertakes to provide support services consisting of AND NOT LIMITED TO:**

- Technical Support Service
  - Helpdesk
  - Emergency Recovery Service
  - Technical Assistance Service
  - Equipment Health Check
  - Information Sharing
  - Remote dial-up Support Service
- Software Update Service The supplier shall provide the necessary system updates that ensure the End-of-Support (EoS) for the Upgraded NGBSS system will not occur before 7 years from the date of commissioning.
  - Correction Patch
  - Basic Performance Enhancement P
- Supplier shall provide full support and maintenance (software and hardware) for all the legacy NGBSS items that are not covered in the upgrade (such as and not limited to : VBN, USSD, campaign, TT, KBS)
- Hardware Support Service
  - Replacement Service for unrepairable HW

#### **17.2. All Services supplied must:**

- Be in accordance with the Specification described in the relevant Purchase Order;
- Be provided diligently, with best skill and care and using suitably skilled and appropriately experienced personnel;
- Be provided in accordance with Best Industry Practice;
- Be in accordance with all legislative and regulatory requirements;
- Comply with business Environmental Social Management Plan (also called ESMP);
- Not infringe the rights of any third party or cause MIC2 to infringe any such rights.

#### **17.3. Onshore Supplier shall provide the Services with the utmost diligence.**

#### **17.4. MIC2 reserves the right to reject or require re-performance of any Service which is defective or which is otherwise not in accordance with the requirements of the Contract and/or any relevant Purchase Order, without being deemed in an arbitrary exercise of its rights in any way.**



## 18. Resources and Access

18.1. Except where specified to the contrary in a Purchase Order, the Onshore Supplier will provide all labor, plant, equipment, materials, IT and telecommunications infrastructure and premises required for the supply of the Services.

18.2. If the Onshore Supplier or any Relevant Personnel shall require access to any:

- Premises or Sites of MIC2, access shall be made available only at such times as shall be agreed by MIC2 and subject to the Relevant Personnel acting in conformity with MIC2's health and safety, dress, smoking, security and other regulations and policies applicable at those premises at the time of the access. Relevant Personnel who fail to comply with such regulations and policies or whose conduct or appearance is otherwise unacceptable to MIC2 may be excluded from the premises without liability. No Relevant Personnel shall be entitled to have access to any part of the premises or Sites which is not strictly necessary in connection with the provision of the Services or shall take action which may impede or disrupt others working at the premises save as authorized in writing by MIC2;
- IT systems or infrastructure of MIC2 (including the Network), access shall be made available to the Onshore Supplier only in such manner and subject to such safeguards as MIC2 shall designate in writing. The Onshore Supplier shall ensure that no viruses are introduced or, save as authorized in writing by MIC2, modifications made to such systems or infrastructure, and shall immediately notify MIC2 in the event that the Onshore Supplier becomes aware that any non-compliance with this condition may have occurred.

18.3. All personnel shall be Onshore Supplier Certified including third party product and service suppliers and MIC2 have the right, upon reasonable grounds, to reject and remove unqualified personnel and request their replacement.

--- End of Section Six ---



## SECTION SEVEN

### General terms

#### 19. Term

The deadline for the completion of Phase (1), and Phase (2) has been determined not to exceed twenty (20) months from the contract signature date., where Suppliers have undertaken to complete Phase (1), and Phase (2) within the aforementioned deadline.

In respect to Phase (3), and as for the new elements (Upgrade) Onshore Supplier undertakes to provide at the end of the first warranty year that is free of charge, support services for four (4) years, such support services shall commence immediately upon the expiry of the free warranty period. As for the old elements (EOS), Onshore Supplier shall provide Post-Warranty Support EOS System for three (3) years as per the attached (Offer).

#### 20. Project Cost and Payment Terms

20.1. The cost of the Project, as defined in above Clause (3.1), has been set out to USD /16,468,778.50/(US Dollars Sixteen Million Four Hundred Sixty Eight Thousand Seven Hundred Seventy Eight and Fifty cents only), VAT exclusive. detailed as below:

- Hardware + Software + Licenses: USD 4,925,309.86 (attached offer)
- Professional Services: USD 3,720,330.00
- Total: USD 8,645,639.86
  
- Post-Warranty Support on the NGBSS EOS System (attached offer)
  - Duration: 3 years
  - Total Value: USD 2,553,243.68
  
- Support on the Upgraded NGBSS System (attached offer)
  - Duration: 5 years (1 year free warranty + 4 years paid support)
  - Total Value: USD 5,269,894.95
  - Equivalent to: USD 1,317,473.74 per year (for the 4 paid years)

The cost of the Project shall not be subject to any modification whatsoever. Unless by reduction where possible.





**NB:**

"In the event that the inflation rate within the Territory "Lebanon" according to the World Bank "Inflation, consumer prices (annual %)" index, exceeds 300% in the future compared with the prices/fees of the services on the date of contract signature; or there is any tax changes on the services, it is agreed that this will be considered a Force Majeure Event as per Article 34

**20.2.** Suppliers have confirmed that the amount provided for in above Clause (20.1) constitutes the total cost of the Project in respect to the cost of the products, the cost of implementation and the cost of support services, and it includes all relating direct or indirect costs and expenses.

Such costs and expenses include, without limitation:

- . The cost of shipment, packing, delivery, and all taxes and duties relating thereto;
- . The cost of renting the warehouses in Lebanon and/or abroad to store the products that will be transported to the various locations determined by MIC2 on the Lebanese territory for installation;
- . All insurance and reinsurance fees relating directly or indirectly to the Project;
- . The fees for issuing and/or executing the bank guaranties that are provided for in the Agreement or in the Contract of Adherence;
- . The fees and salaries of Suppliers' employees and Suppliers, their travel and staying expenses, their medical insurance and workmen's compensation, and any tax or other fees Suppliers has to bear on their account;
- . All tax, duties and levies that may be imposed on Suppliers by the Lebanese Law

**20.3 Taxes, Duties and Levies**

The Suppliers shall be liable to pay any tax or duties that might be imposed on the part of the relevant Supplier in accordance with the Lebanese law and regulations applicable.

In case applicable legislation so dictates, the Supplier shall comply with all registration and filing requirements for tax purposes in the Territory.

**20.3.1** To the extent that the Buyer will be held liable for any tax claim, as a sole result of the non-compliance by the Suppliers with the tax registration and filing requirements in the Territory in relation to the Suppliers' activities under this Framework Agreement, the Suppliers will reimburse the Buyer for any financial damages.

**20.3.2** In cases where the Suppliers has omitted to honour their Tax obligations and where the statutory laws require the Buyer to compensate the tax authority for such Taxes, the Suppliers agree to indemnify the Buyer for such Taxes provided:

1. The Taxes are under the obligation of the Suppliers;
2. The Buyer provides all relevant documentation to support the payment of Taxes to the tax authority, where the Suppliers have omitted to do so; and
3. The tax claims and all relevant and appropriate documentation are received by the Suppliers from the Buyer within three years from the date of the agreement for which the Taxes arise.

**20.3.3** If the Buyer is required under any applicable law to withhold and pay to the applicable tax authority any taxes on the gross revenue or net income of the Suppliers due to Suppliers' activities under Contract, then the Buyer shall withhold such taxes and shall remit the balance of the payment to the Suppliers pursuant to this Contract. Buyer shall provide Suppliers official withholding tax clearance certificates from the relevant authority within sixty (60) days after getting the certificate from the relevant authority

Licenses and software purchases will be subject to 3.4% non-resident (withholding tax). The Buyer 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.

## 21. Invoicing and Payment Terms

The amount provided for in above Clause (20.1) shall be paid to Offshore Supplier and Onshore Supplier as per the provisions of the PO that MIC2 shall issue for the phases of the Project.

### 21.1. Products (Hardware & Software) payment terms are as follows:

- (i) One hundred percent (100%) of the part of the Purchase Order Value shall be invoiced by the Offshore Supplier upon Purchase Order issuance provided that the Offshore Supplier simultaneously issues in favor of MIC2 an irrevocable and unconditional "down payment bank guarantee".

Payment shall be made within thirty (30 days) days after acceptance of each invoice by MIC2 via wire transfer to the Offshore Supplier's bank account as per the following IBAN details:

- Bank account name: Huawei International Co. Limited
- Bank Name: DBS BANK (HONG KONG) LIMITED
- Account number: 000573375
- Currency: USD
- Swift Code: DHBKHKHHXXX
- Bank City: Hong Kong
- Bank Code: 016
- Bank country: CHINA



### 21.2. Implementation Service payment terms are as follows:

- (i) Fifty percent (50%) of the part of the Purchase Order Value pertaining to Implementation service and software shall be invoiced by the Onshore Supplier upon Purchase Order issuance provided simultaneously the Onshore Supplier issues in favor of MIC2 an irrevocable and unconditional "down payment bank guarantee" as described in Clause (23) hereinafter .
- (ii) Twenty-five percent (25%) upon the signing of Functional Requirements Specification (FRS)
- (iii) Fifteen percent (15%) upon the signing of the User Acceptance Test Report (UAT).
- (iv) Ten Percent (10%) upon the signing of Final Acceptance Certificate (FAC) being one month after the cutover date and stability of the upgraded system.



Payment shall be made within Thirty (30) days from the date of technical acceptance and signature of invoice receipt, **via wire transfer to the Onshore Supplier's bank account as per the following IBAN details:**

- Bank account name: Huawei Technologies (Lebanon) S.A.R.L
- Account number: 0101USD1519217906901
- Currency: USD
- Swift Code: FSABLBBXXX
- Bank City: Beirut
- IBAN: LB9500010101USD1519217906901
- Bank country: Lebanon

**21. 3. Maintenance payment terms are as follows:**

Starting the support services period as stated in above article (19), onshore supplier shall invoice the Maintenance and Support Services price on quarterly basis, at the end of each quarter.

Payment shall be made within thirty (30) days from the date of technical acceptance and signature of invoice receipt, **via wire transfer to the Onshore Supplier's bank account as per the following IBAN details:**

- Bank account name: Huawei Technologies (Lebanon) S.A.R.L
- Account number: 0101USD1519217906901
- Currency: USD
- Swift Code: FSABLBBXXX
- Bank City: Beirut
- IBAN: LB9500010101USD1519217906901
- Bank country: Lebanon

**22. Suppliers have confirmed that the terms of the settlement of its dues from MIC2 shall not be modified for any reason whatsoever.**

**23. The Guaranties.**

**23.1. Down-Payment Guaranty.**

23.1.1. Upon the issuance of the relevant PO, the each Supplier undertakes to submit Down Payment Bank Guaranty to the order and for the benefit of MIC2, the down payment guaranty represent 100% of the down-payment on the PO related to each phase, **in Fresh USD**, issued by an accredited Lebanese 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)**, to guarantee the down-payment made by MIC2 as per the said PO. The Down Payment Guarantee for Hardware delivery shall be released upon the issuance of POD (Proof of Delivery) for the Products delivery. The Down Payment Guarantee for Implementation shall be released upon signing the Functional Requirements Specification (FRS)



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

The DPG related to phase 1 and Phase 2 shall be valid for the periods mentioned above. Suppliers undertake to extend/renew the said DPGs with the same terms and conditions based upon MIC2's prior request 15 days before the expiration date, and after suppliers' confirmation. Accordingly, Suppliers undertake to provide MIC2 with the bank-issued letter of extension/renewal of the DPG as per the above, 5 days prior to the expiration date of the relevant DPG. The renewal/extension is an obligation upon Suppliers as long as the periods/milestones mentioned above are not reached yet. In the event where suppliers fail to extend/renew the DPG in spite of MIC2's request, MIC2 shall execute the said DPG and collect and retain its value.

23.1.2. It is clearly agreed that any extension/renewal of the DPG shall be with the same terms and conditions stipulated hereinabove except for the amount of the extended/renewed DPG, where such amount shall be equal to the value of the products and/or services that have not been delivered as on the date of extension/renewal of the DPG.

23.1.3 In all cases, the Guarantee to be issued by the bank must be preapproved by MIC2 prior its issuance.

## **23.2. Performance Bond.**

Within Fifteen (15 days of the issuance of the relevant PO, the Suppliers undertake to provide MIC2 with a Performance Bond for each PO issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks, or a foreign bank that have received a credit rating of at least a "prime" investment grade (BBB or above). the Performance bond is for an amount equal to ten percent (10%) of the value of the relevant PO of Phase 1 and 2 and (5%) of the value of the relevant PO of phase 3 (including old Legacy) **In Fresh USD.**

Performance Bond for the hardware shall be released 120 days after products acceptance POD by MIC2.

The Performance Bond for implementation service shall be released upon issuance of FAC by MIC2.

The Performance Bond for Support services for the upgraded system and Software shall be released upon completion of the related PO period and the execution by Onshore Supplier according to the service SLA terms.

The performance bond for Support services (Old Legacy) shall be released upon completion of the related PO period and the execution by Onshore Supplier according to the service SLA terms.

The performance bonds shall explicitly provide that the issuing bank guarantees, jointly and severally with Suppliers, the payment of the amount of the guaranty to MIC2 upon MIC2's first request, without any objection or reservation or delay. The performance bond shall remain valid and effective from the date of issuance up to the end of periods mentioned above.

Suppliers undertake to extend/renew the said PB with the same terms and conditions stipulated hereinabove based upon MIC2's prior request 15 days before the expiration date, and after suppliers' confirmation. Accordingly, Suppliers undertake to provide MIC2 with the extended/renewed PB as per the above, 5 days prior to the expiration date of the relevant PB.

The renewal/extension is an obligation upon Suppliers as long as the periods/milestones mentioned above are not reached yet. In the event where suppliers fail to extend/renew the PB in spite of MIC2's request, MIC2 shall execute the said PB and collect and retain its value.

Onshore Supplier undertakes that the Performance Bond shall be issued as per the template attached hereto Annex (10).

In all cases, the Guarantee to be issued by the bank must be preapproved by MIC2 prior its issuance.

## 24. Warranties

### 24.1. Warranty for Hardware

The Onshore Supplier, in accordance with the Hardware warranty terms, as attached to the Suppliers' Offer in Annex (2), 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 (60) months after project PAC.

### 24.2. Warranty for Software

24.2.1. The Onshore Supplier, in accordance with the Software warranty terms, as attached to the Supplier's Offer in Annex (2), 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 (60) months of Provisional Acceptance Certificate.

24.2.2. The Onshore Supplier confirms that the Products are all free of any such equipment prohibited by prevalent laws of the Republic of Lebanon, especially with regards to privacy of communications and national security.

## 25. Spare Parts

25.1. For a period of five (5) years from the date that Suppliers (or authorized Suppliers third-party manufacturers) ceases manufacturing of any specific items of Hardware, Offshore Supplier undertakes to continue to make available till the end of the life time, the repair services for such Hardware. To the extent MIC2 requires support beyond such period of time, extended end of life support may be purchased from the Offshore Supplier within a period of six (6) months following Offshore Supplier's notification of cessation of manufacturing.

25.2. Except for Hardware no longer manufactured by the Offshore Supplier, the Offshore Supplier undertakes to make Spare Parts or compatible substitutes thereof required for the maintenance of the Products available for a period of five (5) years from the PAC.

25.3. Notwithstanding the foregoing, in case the Offshore Supplier elects to discontinue the supply of any Spare Part, then the Offshore Supplier shall provide MIC2 with twelve (12) months prior written notice thereof, and allow MIC2 to place an end-of-life order. In case the manufacturing of any Spare Part is discontinued earlier than the period mentioned in Clause (25.1) those Spare



Parts will be supplied to MIC2 free of charge in order to enable to MIC2 to maintain its Products at least for a period of five (5) years after the issuance of the PAC by MIC2.

- 25.4. If the Spare Parts stock proves to be insufficient due to rates of failure greater than that expected for the Product (as may be established in the Specification), the Offshore Supplier will increase the Spare Parts stock promptly and at no charge to MIC2.

## 26. Epidemic Failures

- 26.1. Where in the event of a suspected Epidemic Failure, MIC2 decides that remedial action should be taken, MIC2 shall give notice of such suspected Epidemic Failure to Offshore Supplier, with details thereof, and Offshore Supplier shall provide MIC2 with a written response to the suspected Epidemic Failure within (15) days.
- 26.2. The Parties shall jointly investigate the suspected Epidemic Failure and agree on appropriate plan of action. If an Epidemic Failure is confirmed, the Offshore Supplier shall promptly and at its own expense and risk take such steps as are necessary to remedy the Epidemic Failure. MIC2 may give notice to Offshore Supplier at any time after the joint investigation that it considers that Offshore Supplier has had a reasonable period to carry out remedial work, but the Epidemic Failure has not been remedied to the requirements of such written solution. In such case MIC2 may by notice to Offshore Supplier terminate with immediate effect a Purchase Order which are or may be affected by the Epidemic Failure and shall be entitled to damages.
- 26.3 Furthermore, in the event that the Offshore Supplier becomes aware of an epidemic failure within any of its products whatever and wherever they may be then Offshore Supplier shall immediately assist in accordance with the provisions of this clause to ensure that MIC2 remains in the same position as it would have been should such an epidemic failure have not occurred.

- 26.4. This Article shall survive until completion of the provision of support services.

## 27. Upward / Downward Compatibility

After being put into commercial service, all Products shall be upward and downward compatible for at least seven (7) years where the Products shall support any new software release or hardware release without replacement. If replacement would be required, the Offshore Supplier undertakes to replace all Products at its own costs including the supply of Services without cost in order to allow MIC2 continue benefiting of the Products.

Moreover the HW/SW should be capable to rollback to previous version without the need of Software or Hardware change, conditional that this version is not End of Life.

## 28. Documentation

- 28.1. The Offshore Supplier shall free of charge provide MIC2 with relevant and complete Documentation (relating to the use, functionality and maintenance of the Products). Such Documentation shall include but not limited to, where applicable:
- Full technical details;
  - Communication protocols;



- Interfaces;
- Descriptions;
- Manuals;
- Information concerning the Offshore Supplier's interpretation of the interfaces;
- Standard recommendations supporting operation and maintenance;
- Compliance table to relevant international standards (including, but not limited to –ITU and 3GPP-);
- Any other relevant information as agreed (excluding proprietary information of a third party unless otherwise authorized to disclose) with respect to the Products and their Implementation.

28.2. The Documentation shall be supplied in English and shall also be supplied in electronic format.

28.3. Where it is found that any part of the Documentation supplied is incomplete and/or incorrect, the Party discovering such deficiency shall notify the other Party and the Offshore Supplier shall promptly complete and/or correct such part of the Documentation.



## 29. Software License

Subject to the terms and conditions of the Contract, the Offshore Supplier, under its intellectual property rights, hereby grants to MIC2 a non-exclusive, non-transferable, non-sublicensable license to use within the Territory the Software in connection with the equipment or Network for the purpose of its own operation and maintenance of the Network. MIC2 may transfer the license to the Republic of Lebanon/Ministry of Telecommunications or any of its designee by giving the Offshore Supplier a prior written notice.



## 30. Termination

### 30.1. Termination and responsibility for termination.

30.1.1. In the event where Offshore Supplier or Onshore Supplier commit a material breach and fails to cure such breach no later than (30) days from the occurrence of the breach, MIC2 shall have the absolute right to terminate the Contract on that Supplier's full responsibility, under reserve of the provisions relating to the claim for liquidated damages.

30.1.2. In the event where MIC2 is in breach of any of its contractual obligations and fails to cure such breach no later than (30) days from its notification of the occurrence of the breach, Suppliers shall have the right to terminate the Contract and MIC2 undertakes to release the Down-Payment Guaranty and the Performance Bond and return them to Offshore Supplier or Onshore Supplier within (5) days from the elapse of the (30) days to cure the breach. The Suppliers undertake to refund the payment of the products which are not delivered and already paid by MIC2.

**30.2. Termination of the Contract when its execution is impossible.**

30.2.1. Either Party may terminate this Contract by written notice with immediate effect if one of the following events occur or it has reasonable belief that it is about to occur:

- (i) If bankruptcy or insolvency proceedings are instituted against the other Party and such proceedings are not dismissed within 30 (thirty) days from the date of proceedings, or if the other Party makes an assignment for the benefit of its creditors;
- (ii) If a force majeure event occurs, in accordance with the provisions of Article (34) herein;

If an application for winding up or analogous process of the other Party is presented or an order is made or any effective resolution is passed for the winding up of the other Party.

30.2.2. In the event of such termination, no indemnity whatsoever shall be due to Suppliers. But the Suppliers undertake to refund the payment of the products which are not delivered and already paid by MIC2., vice versa, MIC2 undertake to pay to Huawei the price of all manufactured, in transit and/or delivered material also the Services performed to MIC2 until the date of effective termination

30.2.3. Force Majeure / fortuitous matters include any administrative decision by a government entity that leads to the total or the partial suspension of the execution of the Contract.

**31. Liability and indemnity**

31.1. Neither Party may bring any claim arising out of any alleged breach of this Contract and/or any Purchase Order, regardless of form, more than two (2) years after the cause of action has occurred or should have been known to have occurred by the claiming party.

In the event of total or partial violation of its obligations as provided for in the Agreement and/or its attachments, Offshore Supplier or Onshore Supplier shall be lawfully liable vis-à-vis MIC2 without any need of warning or judicial recourse.

31.2. Huawei's total liability under this Contract and/or Purchase Order to be issued pursuant to this contract for any relevant claim is limited to (100%) of the related Purchase Order value.

The amount of indemnity that shall be paid by Offshore Supplier or Onshore Supplier to MIC2, as soon as MIC2 claims for it from Offshore Supplier or Onshore Supplier. In the event that Offshore Supplier or Onshore Supplier fails to pay the amount claimed by MIC2, MIC2 shall be entitled to collect same from the two bank guaranties attached to the Agreement.

In the event that the amount of the two guaranties is not sufficient to cover the amount of the indemnity, Offshore Supplier or Onshore Supplier undertakes to pay the remaining balance to MIC2 immediately upon MIC2's first request in this respect.



31.3. As provided hereinabove, Indemnity shall be due for:

- . Any direct loss or damage to tangible property caused to MIC2 or for which MIC2 may be liable to any other party to the extent it arises solely out of any omission, neglect or willful default of the Onshore Supplier or its suppliers or its officers, employees, agents or representatives;
- . Any claim in respect of death or personal injury howsoever caused to any personnel that may be imposed on or incurred by Onshore Supplier arising directly out of the negligent acts or omissions of Onshore Supplier, its agents, sub-suppliers, or employees.
- . Any direct damages and/or loss of revenues and/or loss of traffic and/or any other damage (excluding indirect damage and/or loss) caused to MIC2 or MIC2's existing network, and/or for which MIC2 may be liable to the Republic of Lebanon or to any other person, whether such damage and/or loss and/or risk arises out of Onshore Supplier's negligence and/or misconduct during or in connection with the execution of the Project.

Notwithstanding any other provision of this Contract and/or Purchase Order, Neither Party (nor its Affiliates) shall under any circumstances be liable for any special, indirect, consequential or incidental damages or lost profits, lost opportunities, loss of privacy, loss of security, lost revenues or damages arising from loss of use howsoever arising under or in connection with this Agreement and/or Purchase Order; For the avoidance of doubt, "Indirect Losses" means loss of profit, loss of use, loss of production, loss of data, loss of business, loss of business opportunity, loss of reputation or good will or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

31.4. Suppliers undertake and warrant that the execution of the Project shall not affect, under any circumstances, MIC2's existing network, including the network availability, continuity and performance.

31.5. Suppliers shall, at their sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting there from, provided that Suppliers shall be given prompt notice of any such claim or suit, and MIC2 authorizes the Supplier to take control of the case; and commits not to reach an indemnity agreement with the third party without Suppliers' written consent.

31.5. MIC2's maximum liability under any Purchase Order in a claim by either Supplier for breach of Contract is an amount equal to the unpaid portion of the Purchase Order Price. MIC2's maximum liability under any Purchase Order for any other cause of action claimed by that Supplier shall be limited to (100%) of the value of the Purchase Order.

31.6. A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.



## 32. Infringement

32.1. The Suppliers shall defend MIC2 against any claim that the Products and/or Services or the latest unmodified release of Software infringes on a patent or copyright granted or registered in the Territory, provided that MIC2 promptly notifies Suppliers of the claim, Suppliers have sole control of the defense and all related settlement negotiations and MIC2 gives Suppliers information and assistance for the defense of such claims, all at Suppliers' expense and responsibility. Subject to the conditions and limitations of liability stated in the Contract, Suppliers shall indemnify and hold MIC2 harmless from all payments 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. Suppliers have no liability for any claim of patent or copyright infringement based upon the combination, operation or use of any Offshore Supplier-provided products or Software supplied hereunder with products, software or data not supplied nor approved by Offshore Supplier-provided (unless such use is contemplated by the Contract and the third party infringement claim is based upon such contemplated use), nor for any claim based upon (i) alterations of the Products or modification of any Software which have not been approved nor authorized by the Supplier, or (ii) software supplied by entities other than Offshore Supplier-provided (provided such software is not required to enable proper functioning of any Product supplied by the Offshore Supplier-provided).

32.2. MIC2 agrees that if Offshore Supplier-provided products or Software become, or in Offshore Supplier's opinion are likely to become, the subject of such a claim, MIC2 will permit Offshore Supplier at own expense and responsibility, either:

- . Procure for MIC2 the rights for continued use of the Product;
- . Modify the Product so that it no longer infringes on any such Intellectual Property Rights; or
- . Replace the Product with an equivalent Product that does not infringe on any such Intellectual Property Rights, or

If neither of the foregoing alternatives is available on terms which are reasonable in Offshore Supplier's judgment, MIC2 can return Offshore Supplier-provided products and/or Software for full credit on the Product that is the subject of the infringement claim.

## 33. Incidents at work

Suppliers undertake that they shall bear alone all incidents occurring at work and affecting any of its staff during and/or on the occasion of the execution of this contract.

For that purpose, Suppliers undertakes to subscribe adequate Workmen's Compensation insurance from a reputed insurance and reinsurance company.

## 33. Confidentiality

33.1. Each Party (hereinafter the "Receiving Party") agrees to keep all Confidential Information received from the other party (hereinafter the "Disclosing Party") in whatever form as strictly confidential and must not disclose it to third parties without the prior written consent of the Disclosing Party. Information must not be used by the Receiving Party for any purpose other than in connection with the purposes of the Agreement and/or Purchase Orders. The foregoing obligations do not apply to any Information which: (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (b) was known to the

Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party; (c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; (d) is at any time independently developed by the Receiving Party as proven by its contemporaneous written records; (e) is expressly authorized in writing by the Disclosing Party; or (f) is required by law, court order or a governmental agency to be disclosed (in which case the Receiving Party will give the Disclosing Party as much notice thereof as reasonably practicable and which will be done subject to confidentiality protection to the extent reasonably available).

The foregoing obligations do not apply to the Republic of Lebanon, represented by the Lebanese Ministry of Telecommunications, nor to Mobile Telecommunications Company Lebanon (MTC), nor to Mobile Telecommunications Company (Kuwait) which are not considered as Third Parties to the Agreement and are so entitled to access any Confidential Information hereunder.

**33.2. Affiliates:** The Parties recognize that each of them is part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Information under the Agreement to its Affiliates. For this purpose, each Party agrees (both as the Disclosing Party and as the Receiving Party hereunder) that: (a) the Receiving Party may disclose Information to an Affiliate but only to the extent that such Affiliate has a need to know such Information in order to carry out the purpose described herein; (b) disclosure by or to an Affiliate of a Party hereto is deemed to be a disclosure by or to that Party, as applicable; and (c) each Party guarantees the observance and proper performance by all of its Affiliates of the terms and conditions of the Agreement.

**33.3. Disclose only on need to know basis:** Each Party agrees to limit access to Information to those of its employees, representatives, suppliers or advisors to whom such access is reasonably necessary or appropriate for the proper performance of obligations under the Agreement. The Parties shall use their best efforts to procure that any of their employees designated by the other Party enters into a direct confidentiality undertaking with the requesting Party in a form consistent with this clause which is designated by the requesting Party and shall notify the requesting Party promptly if an employee refuses to do so. If either Party has reasonable grounds to suspect that an employee has placed the other Party in breach of these conditions or refused to enter into a direct confidentiality undertaking as provided above, such person shall, if the other Party so reasonably requests, be removed promptly from any further involvement in the provision of the Products and/or Services.

#### **34. Force Majeure**

**34.1.** Neither Party is liable for delay or failure to perform any of its obligations under the Contract and/or any relevant Purchase Order insofar as the performance of such obligation is prevented by a force majeure event.

**34.2.** For the purposes of the Agreement and the 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, and shall include but not be limited to acts of God, riots,



acts of war, acts of terrorism, epidemics, major fire, or natural disasters. For avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's sub suppliers' personnel.

- 34.3. 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. However, if any such force majeure event prevents a Party from performing all of its obligations hereunder for more than three (3) months, the other Party may terminate the Agreement and/or the Contract of Adherence by notice to the other Party in writing.

### 35. Notices

- 35.1. Any notice or other communication of whatsoever nature under the Agreement (including but not limited to the exercise of any option) shall be delivered to the address of the intended recipient as set out below:

For MIC2:

Mobile Interim Company No.2 S.A.L.  
Headquarters  
Touch building, Charles Helou Avenue, Beirut, Lebanon  
P.O. Box 175051, Beirut, Lebanon

For Suppliers:

Huawei Technologies Lebanon SARL  
12th Floor of Qubic Building, Daoud Aamoun Street Sin El Fil, Beirut,  
Lebanon,

Attn. Mohammad Anouti 00961 70815148

- 35.2. Any notice or other communication under the Agreement shall only be valid and effective if in writing. Nothing in this Article shall affect the right of either Party to serve process in any manner permitted or required by law.

- 35.3. Either Party may inform the other Party in writing of any modification and its details set out in above Clause (35.1). The modification shall become effective on the 4<sup>th</sup> (fourth) Working Day from the deemed receipt of the written notice by the other Party.

- 35.4. Any notice or other communication under the Agreement shall be deemed to have been received:
- If delivered by hand to an authorized person and acknowledged during Working Days to the designated physical address, on the date of delivery; or
  - If sent by pre-paid registered post in a correctly addressed envelope to the designated postal address and duly acknowledged by the receiver; or
  - If sent by electronic means, including but not limited to facsimile transmissions, and duly acknowledged by the receiver.

### 36. Nature of Relationship

Nothing in the Agreement shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose.



### 37. Publicity

Both Parties acknowledge that the Contract will be published on the Public Procurement Authority (PPA) website as per the Public Procurement Law (PPL) no.244/2021

### 38. Governing Law

The Contract and any Purchase Order issued hereunder shall be governed by and construed in accordance with the Lebanese laws and regulations.

### 39. Dispute resolution & Escalation procedure

39.1. In case of a dispute arising out of the Contract (both while in force and after its termination), the Parties will use all reasonable endeavors, acting in good faith, to settle the dispute amicably within (15) days from the date of the first request made by either party to hold a meeting with the other party in view of such amicable settlement. Such meeting shall be held at the principal place of business of MIC2 as per this Clause (39.1).

39.2. If the Parties fail to resolve their dispute through the escalation procedure, after the elapse of (15) days from the meeting referred to in above Clause (40.1), then all disputes arising in connection with the Contract shall be finally settled through the competent tribunals in Beirut, noting that MIC2 may at any time during the aforementioned (60) days claim for liquidated damages or execute the Bank Guaranties submitted by Supplier.

39.3. The Parties reserve the right to seek immediate redress to the competent tribunals in Beirut in the event the dispute relates to Intellectual Property Rights or protection of Confidential Information, without the need to resort to the Dispute Resolution or Escalation provisions of this Article.

### 40. Assignment

Suppliers shall not assign this Contract, in whole or in part, or any right or obligation hereunder without the prior written consent of MIC2.

MIC2 may assign or transfer its rights and obligations under this Contract only to the Republic of Lebanon or any of its designees assigned to manage and/or to operate the second mobile network in Lebanon instead of MIC2, provided that:

- i. MIC2 shall give Huawei prior written notice of such assignment; and
- ii. Such assignment shall be subject to Huawei's reasonable confirmation that the assignee assumes in writing all of MIC2's outstanding obligations and liabilities under this Contract as of the date of assignment.

For the avoidance of doubt, Huawei shall not unreasonably withhold such confirmation where the assignee provides sufficient financial and operational guarantees demonstrating the capacity to fulfill the Contract

#### 41. Waiver and Cumulative Remedies

- 41.1. No failure of either of the Parties to exercise, and no delay by it in exercising, any right in connection with the Contract and/or any relevant Purchase Order (each a "Right") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of the Contract and/or any relevant Purchase Order shall not be deemed to be a waiver of any subsequent breach.
- 41.2. The Rights provided in the Contract and/or any relevant Purchase Order are cumulative and not exclusive of any other Rights (whether provided by law or otherwise) except as expressly set out in the Contract and/or any relevant Purchase Order.

#### 42. Third Parties

- 42.1. At any time after the date of the Contract, each Party shall guarantee to procure, that any necessary third party shall execute such documents and do such acts and things as the other may reasonably require for the purpose of giving to the other the full benefit of all the provisions of the Contract.
- 42.2. Supplier hereby guarantees to MIC2 that each supplier will comply with all obligations imposed upon such supplier under the Contract and /or Purchase Orders, facing which Supplier shall assume direct liability for such obligations not performed by the supplier.

#### 43. Whole Agreement

- 43.1. The Contract, the attached Annexes and any PO represent the entire understanding between the Parties in relation to its subject matter and supersede all agreements and representations made by either Party, whether oral or written.
- 43.2. The Parties agree that, save as expressly set out in the Contract or in any PO, neither Party will have any liability for any statement or representation made by it (whether innocently or negligently) upon which the other Party relied in entering into the Contract, unless such statement or representation was made fraudulently.
- 43.3. No variation of the Contract shall be valid, unless it is in writing and signed by Suppliers and MIC2 authorized personnel.

#### 44. Invalidity

If any provision in the Contract or in any relevant Purchase Order shall be held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of the Contract and the remainder of the relevant Purchase Order shall not be affected.



#### 45. Language

The English language in which the Contract is written shall be the language to be used in all documents and correspondence related to the execution of the Contract or any Purchase Order.

#### 46. Costs.

Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into the Contract.

#### 47. Failure to Reach Further Agreement

Where it is specified in the Contract or in a Purchase Order that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matter will not affect the validity and enforceability of the whole or any other part of the Contract or of any Purchase Order.

#### 48. Authority to Bind.

48.1. Each Party hereto warrants and represents to the other that it has taken or caused to be taken all steps, actions and corporate proceedings necessary to cause the Contract to be binding on it.

48.2. Any Party shall, if requested by any other Party, furnish to the latter sufficient evidence of the authority of the person or persons who will, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person under the Contract.

#### 49: Signature

In witness whereof, MIC2 and Huawei International Co. limited and Huawei Technologies (Lebanon) S.A.R.L have signed this Contract on      /      /      in three originals, each Party keeping one original. The Contract shall be effective on the above signing date by the three Parties.

--- End of Section Seven ---

Signatures:

Mobile Interim Company Number 2 S.A.L.

Salem Itani

Chairman General Manager

Signature *Salem Itani*

Nibal Salameh

Chief Financial Officer

Signature *[Signature]*



Huawei International Co. Limited.



Signature:

*Ye peng*  
2025.08.27

HUAWEI Technologies (Lebanon) S.A.R.L.,

Signature:





# Price Summary for MIC2 NGBSS Upgrade Project



## NGBSS Platform Upgrade

	Description	Quantity	Total Price	Discount Rate	Discount	Price after Discount
<b>NGBSS Platform Upgrade Project</b>						
<b>1</b>	<b>NGBSS Upgrade</b>					
1.1	Professional Service	1	9,122,055.00	37.94%	-3,460,846.20	5,661,208.80
<b>Total Price of Upgrade</b>			<b>9,122,055.00</b>		<b>(3,460,846.20)</b>	<b>5,661,208.80</b>
<b>One Time Special Discount</b>						<b>(1,940,878.80)</b>
<b>Final Price</b>						<b>3,720,330.00</b>
<b>Post Warranty</b>						
<b>2</b>	<b>Customer Support (LEGACY NGBSS)</b>				<b>2,553,243.68</b>	
2.1	1st Year Support 2024.07.01~2025.06.30	1			1,021,297.47	
2.2	2nd Year Support 2025.07.01~2026.06.30	1			1,021,297.47	
2.3	3rd Year Support 2026.07.01~2027.06.30	1			510,648.74	
<b>3</b>	<b>Customer Support (upgrade NGBSS)</b>				<b>5,269,894.95</b>	
3.1	starting go_live (for one year)	1			1,317,473.74	
3.2	2nd Year Support	1			1,317,473.74	
3.3	3rd Year Support	1			1,317,473.74	
3.4	4th Year Support	1			1,317,473.74	
3.5	5th Year Support	1			1,317,473.74	

### Offer Conditions:

- Attached prices are without VAT or WHT.
- To avoid dispute/conflict, the VAT/WHT of the invoice shall be invoiced in USD, and the payment currency and exchange rate (if involved) of the VAT/WHT shall follow the tax law of Lebanon.
- All prices shall be quoted, signed and invoiced in USD, and shall be paid in Fresh USD.



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# Price Summary for MIC2 NGBSS Upgrade Project



## NGBSS Platform Upgrade

	Description	Quantity	Total Price	Discount Rate	Discount	Price after Discount
<b>NGBSS Platform Upgrade Project</b>						
<b>1</b>	<b>NGBSS Upgrade</b>					
1.1	Software & License	1	21,142,552.97	40.58%	-8,580,548.14	12,562,004.83
1.2	Hardware	1	8,223,430.17	45.75%	-3,761,879.31	4,461,550.86
<b>Total Price of Upgrade</b>			<b>29,365,983.14</b>		<b>(12,342,427.44)</b>	<b>17,023,555.70</b>
<b>One Time Special Discount</b>						<b>(6,378,740.39)</b>
<b>Special Reward Discount</b>						<b>(5,719,505.45)</b>
<b>Final Price</b>						<b>4,925,309.86</b>

### Offer Conditions:

#### For Equipment (Hardware, Software & License):

1. Attached prices are without VAT or WHT.
2. To avoid dispute/conflict, the VAT/WHT of the invoice shall be invoiced in USD, and the payment currency and exchange rate (if involved) of the VAT/WHT shall follow the tax law of Lebanon.
3. All prices shall be quoted, signed and invoiced in USD, and shall be paid in Fresh USD.



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## ايرصال تحصيل

25-84-11129651

رقم المعاملة 28144

سنة التكاليف	2025
نوع الضريبة	تحصيل / ضرائب غير مباشرة
الباب	رسم طابع مالي
نوع الجدول	امر قبض
رقم الجدول	1826005
تاريخ الجدول	29/08/2025

منطقة التحصيل	بيروت الموحدة
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رقم المكلف	291711
البلدة	
رقم المراقب	
سنة الإيرادات	2025

رقم العقار	القسم

يرجى أن تقبضوا من موبايل انتريم كومباني رقم ٢ ش.م.ل

ملاحظة: يرجى إبراز هذا الإيرصال لدي كل مراجعة

0	نزل مبلغ الخزينة بقيمة
0	نزلت غرامة التحقق بقيمة
0	خفضت غرامة التحقق بقيمة
0	خفضت غرامة التحصيل بقيمة

تفصيل المبلغ	القيمة
خزينة	5,895,830,000
غرامة تحقق	0
مجموع الضريبة	5,895,830,000
غرامة تحصيل	0
فائدة التحصيل	
طابع	100000
المجموع النهائي	5,895,930,000

مبلغ و قدره خمسة مليارات و ثمانمائة و خمسة و تسعون مليون و تسعمائة و ثلاثون ألف ليرة لبنانية فقط لا غير

بموجب امانة او عملية رقم 29/08/2025 تاريخ

ايضاحات عامة عن عقد convergent billing system u[pgrade and support بقيمة 50/16.468.778 دا

معد الايرصال الاسم مروان محمد الفرخ

اعد في

التوقيع

التاريخ

03/09/2025

صالح للدفع لغاية

25-84-11129651

ايرصال تحصيل

بيروت

(2) رقم عملية القبض

5,895,930,000

X

وصلني من

وفق التفصيل أدناه فقط

ملاحظات الفرخ كومباني رقم ٢ ش.م.ل

(3) نقدا

خمسة مليارات و ثمانمائة و خمسة و تسعون مليون و تسعمائة و ثلاثون ألف ليرة لبنانية فقط لا غير

(4) شك

في 5,895,930,000 /

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Annex 9

Down Payment Guarantee

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

Fouad Chehab Avenue, Touch building, (Beirut Central- Bloc B), Bashoura, Beirut, Lebanon.

Beirut - Lebanon

(Hereinafter referred to as "MIC2")



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

Address

(Hereinafter referred to as "the Bank")

This down payment guarantee is made on \_\_\_\_ / \_\_\_\_ (day) of \_\_\_\_ / \_\_\_\_ (month) ..... / ..... (year)  
by the Guarantor ..... / ..... in favor of MIC2.

With reference to the Purchase Order no. ..... / ..... (the "Purchase Order") issued under the  
Contract of Adherence (Hereinafter referred to as the "Contract") entered into by and between  
Mobile Interim Company No.2 S.A.L. (Hereinafter referred to as "MIC2") and  
..... / ..... (Hereinafter referred to as the "Contractor") on .. / .. / ..

We, the undersigned [Bank's name] (Hereinafter referred to as "the Guarantor") irrevocably,  
unconditionally, jointly and severally with the Contractor undertakes to pay MIC2 the total amount  
of USD /..... / (United States Dollars..... / ..... ) in Fresh currency immediately upon receipt of  
MIC2's first written demand, without stating the reasons for such demand, and without having the  
right to object on such payment irrespective of any circumstances.

It is an obligation of the Contractor to obtain and maintain in full force and effect this down  
payment guarantee (Hereinafter referred as "the Guarantee") issued and signed 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). in order to ensure the faithful performance of the Contractor's obligations under the Contract.

**I. Guarantee**

The Guarantor hereby irrevocably and unconditionally ensures and guarantees the payment of any amount due by the Contractor to MIC2 up to the net amount of USD /...../ (Only United States Dollars .....), in Fresh currency immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the Contractor 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 Contractor's guaranteed obligations

**II. Contractor's Guaranteed Obligations**

By the present Guarantee, the Guarantor hereby guarantees the timely, faithful and satisfactory performance by the Contractor of the obligations pertaining to the execution of the Contract (the "Guaranteed Obligations").

**III. Notices**

All notices, demands, or communications given or sent to MIC2 or the Guarantor 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.

**IV. Governing Law**

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758 and all disputes arising out, of, or in connection with this Guarantee shall be submitted to the competent courts in Beirut, and settled under the Lebanese Laws.

**V. Expiration**

This Guarantee shall remain valid and effective from its date of issuance until ..... or the receipt by the guarantor of an official release letter issued and duly signed by MIC2 releasing the Bank from its obligations under the said Guarantee whichever comes earlier.



This Guarantee can be renewed/extended at the Contractor's sole expense and under the same terms and conditions agreed upon between MIC2 and the Contractor

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 ( or any eventual expiry date(s) )

VI. In witness of which this Guarantee has been signed on behalf of the Guarantor on the date which appears on the first page.



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



**Annex 10**  
**Performance Bond**

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

Fouad Chehab Avenue, Touch building,

PO Box 175051

Beirut – Lebanon

(Hereinafter referred to as "MIC2")

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

Address

(Hereinafter referred to as "the Bank")



This Performance Bond is made on \_\_\_\_\_ / \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by the Guarantor ..... / ..... in favor of MIC2.

With reference to the Purchase Order no. .... / ..... (the "Purchase Order") issued under the Contract of Adherence (Hereinafter referred to as the "Contract") entered into by and between Mobile Interim Company No.2 S.A.L. (Hereinafter referred to as "MIC2") and ..... / ..... (Hereinafter referred to as the "Contractor") on .... / .... / ....

We, the undersigned [Bank's name] (hereinafter referred to as "the Guarantor") irrevocably, unconditionally, jointly and severally with the Contractor undertakes to pay "MIC2" the total amount of USD / .... / (United States Dollars ....) in Fresh currency immediately upon receipt of MIC2's first written demand, without stating the reasons for such demand, and without having the right to object on such payment irrespective of any circumstances.

It is an obligation of the Contractor to obtain and maintain in full force and effect this performance bond (Hereinafter referred as "the Guarantee") issued and signed 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). in order to ensure the faithful performance of the Contractor's obligations under the Contract.

## **VII. Guarantee**

The Guarantor hereby irrevocably and unconditionally ensures and guarantees the payment of any amount due by the contractor to MIC2 up to the net amount of USD /...!.../ in Fresh currency (Only United States Dollars ...../.....), immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the contractor 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 Contractor's guaranteed obligations

## **VIII. Contractor's Guaranteed Obligations**

By the present Guarantee, the Guarantor hereby Guarantees the timely, faithful and satisfactory performance by the Contractor of the obligations pertaining to the execution of the scope of work and the Contract between MIC2 and the contractor.



## **IX. Notices**

All notices, demands, or communications given or sent to MIC2 or the Guarantor 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.

## **X. Governing Law**

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758 and all disputes arising out, of, or in connection with this Guarantee shall be submitted to the Lebanese courts and settled under the Lebanese Laws.

## **XI. Expiration**

This Guarantee shall remain valid and effective from its date of issuance until ...../..... Or the receipt by the guarantor of an official release letter issued and duly signed by MIC2 releasing the Bank from its obligations under the said Guarantee whichever comes earlier.

This Guarantee can be renewed/extended at the Contractor's sole expense and under the same terms and conditions agreed upon between MIC2 and the Contractor.

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 ( or any eventual expiry date(s) )

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



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