

المراقب  
ليلي سرحال  
24046  
استوفى رسم وغرامة طابع مالي  
توجب اصدار 1124286/23054  
تاريخ 1821.780.000  
قيمة الرسم : 1821.780.000  
قيمة الغرامة :  
المجموع :  
فقط لبارك الله بركاته  
بيروت في 18/7/2023

Contract for the provision of MIC2 Post Warranty Support Services for the year 2025

"The Contract"

This Contract is made and entered into by and between:

**Mobile Interim Company No.2 S.A.L.**, a company registered under the laws of Lebanon, incorporated at the Trade Register of Beirut under the number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon;

(Hereinafter referred to as "MIC2")

AND

**HUAWEI Technologies (Lebanon) S.A.R.L.**, a company registered under the laws of Lebanon, registered at the Trade Register of Beirut under the number /1029671/, having its place of business in Qubic Center 14th floor, Sin El Fil, Daoud Ammoun St, Beirut Lebanon.

(Hereinafter referred to as "Huawei")

MIC2, Huawei are individually referred to "Party" and collectively referred to as "Parties".

#### Recitals:

Whereas MIC2 operates the second mobile network for the account and for the benefit of the Republic of Lebanon;

Whereas Huawei desire to provide post warranty services to the existing Huawei products in MIC2 network (Hereinafter referred to as the "Products" shown in Annex (3),

Whereas MIC2 has accepted that Huawei enter into direct contractual relationship for the subject matter of this Contract.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the Parties agree this Contract as follows:

#### Article 1: The entire Contract

- The above Recitals and all attachments hereto constitute an integral part of this Contract and supersede all agreements and representations made by either Party, whether oral or written.
- Huawei has submitted a proposal/offer (SLA and Fees) "Annexes 1 and 2" for the abovementioned Services and MIC2 has accepted the offer under the terms and conditions of the present Contract;

#### Article 2: The attachments

The attachments to this Contract consist of the following:

- "Annex 1": MIC2 PWT 2025 quotation  
"Annex 2": Secure Service Proposals & SLA;  
"Annex 3": List of Network elements (Products)

### Article 3: Objectives of the Contract

The Contract covers the provision to MIC2 with Post-Warranty Support Services to the Products as per the terms and conditions provided for in the present Contract.

### Article 4: Services and Quality

- 4.1. All Services supplied must:
  - 4.1.1. Be provided diligently, with reasonable skill and care and using suitably skilled and appropriately experienced personnel;
  - 4.1.2. Be provided in accordance with Best Industry Practice;
  - 4.1.3. Be in accordance with all prevailing legislative and regulatory requirements in the Territory;
  - 4.1.4. Comply with business Environmental Social Management Plan (also called ESMP);
  - 4.1.5. Not infringe the rights of any third party or cause MIC2 to infringe any such rights.
- 4.2. 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 agreed specifications of this Contract and/or any relevant Purchase Order.
- 4.3. Huawei undertakes that the Services provided are with the utmost diligence.
- 4.4. Huawei shall be accountable/liable/committed to all agreed deliverables, scope and SLA under this Contract. For the avoidance of doubt, any failure by either Party to perform its obligations under this Contract, including but not limited to service delivery obligations or payment obligations, in a manner that materially affects the purpose of the Contract, shall constitute a material breach.
- 4.5. MIC2 Technical Team shall be able to contact Huawei Team directly corresponding to all tickets, cases and problems encountered by any technical requirement related to the contracted scope herein. Similarly, Huawei Team shall get back to MIC2 Team in the same way.

### Article 5: Resources and Access

Huawei undertakes that If Huawei or any Relevant Personnel shall require access to any:

- 5.1. **Premises or Sites of MIC2:**

Access shall be made available only at such times as shall be agreed by MIC2 in advance, 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;
- 5.2. **IT systems or infrastructure of MIC2 (including the Network):**

Access shall be made available to Huawei only in such manner and subject to such safeguards as MIC2 shall designate in writing. Huawei undertakes to ensure that no viruses are introduced or, save as authorized in writing by MIC2, changes made to such systems or infrastructure and undertakes to notify MIC2 immediately in the event that Huawei becomes aware that any non-compliance with this condition may have occurred.



*Handwritten signature and initials in blue ink.*



#### 5.4. Access to network

- 5.4.1. Huawei must not have any access to MIC2 network elements or entities and must not have any user on these network elements preventing them to be aware of any network element IP, except if network access and data processing are required during maintenance, then Huawei should be obtained the needed authorization by MIC2.
- 5.4.2. Huawei must not have any visibility on any of the network data, configuration data, customer data, raw data and any data including and not limited to traces, logs exchanged while opening tickets, troubleshooting faults, performing checks and activities tackled by Huawei team; except if network access and data processing are required during maintenance, then Huawei should be obtained the needed authorization by MIC2

### Article 6: Services Fees, Invoicing and Payment terms.

#### 6.1.

##### 6.1.1 Service Fees:

The total amount of this Contract for Post Warranty Support Services is USD **5,088,750.81 ( Five Million Eighty Eight Thousand Seven Hundred Fifty United States Dollars and Eighty one cents)** ; all prices are signed and invoiced in USD, and shall be paid in Fresh USD, In case VAT amount under service PO will be mentioned in the PO, then and in order to avoid dispute, the VAT of the invoice shall be invoiced in USD, and the payment currency and exchange rate (if involved) of the VAT shall follow the tax law of Lebanon; VAT shall be settled as per the Lebanese tax laws imposed.

##### 6.1.2 Payment terms:

Fifty percent 50% of the total value of this Contract to be invoiced by Huawei upon MIC2 signature to this Contract as advanced payment and should be paid by MIC2 to Huawei within thirty (30) days from invoice issuance date; and the remaining fifty percent 50% of the total value of this Contract to be invoiced on 15<sup>th</sup> Nov 2025 and will be paid by MIC2 within thirty (30) days from invoice issuance date.

- 6.2. The prices herein exclude any import customs duties (if any), VAT, WHT or any other taxes that might be levied in Lebanon. Both Parties shall bear their respective taxes and duties in accordance with applicable laws and regulations.

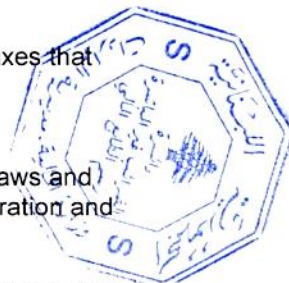
- 6.3. Both Parties shall bear their respective taxes and duties in accordance with applicable laws and regulations, MIC2 shall provide Huawei a certificate after sixty (60) days from the declaration and payment to relevant authority supported by the receipt of WHT paid in case applicable.

The post-warranty Support Services yearly fees for the upcoming years shall be agreed upon on a year-by-year basis.

- 6.4. The above fees constitute all the financial entitlements of Huawei from MIC2 under this Contract, and it includes all expenses that may be incurred by Huawei in relation to the Contract.

- 6.5. MIC 2 to do the payment to below Huawei Bank 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



*Handwritten signature and initials in blue ink.*

## Article 7: Term and termination

### 7.1. Term

This Contract shall be valid from its signature date till 31 December 2025, and may be renewed or extended upon the written agreement of the Parties hereto.

If at the time of expiry, some obligations have not been accomplished yet, the present Contract shall be deemed extended until the fulfillment of the said obligations upon both parties agreement.

### 7.2. Termination

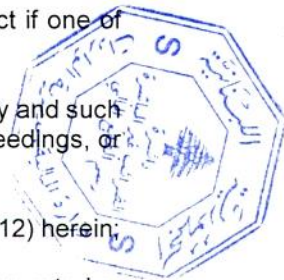
7.2.1. Should any Party (the “**defaulting Party**”) commit a material breach of any of the provisions of this Contract, then the other Party (“the **aggrieved Party**”) shall give the defaulting Party a thirty (30) day's written notice to remedy the breach and advising the defaulting Party of the aggrieved Party's intention to terminate the breached Contract in the event of failure to cure the breach.

If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to terminate this Contract or to claim immediate payment of compensation and/or performance by the defaulting Party of all the defaulting Party's obligations, whether or not the due date for payment and/or performance has arrived, in either event without prejudice to the aggrieved Party's rights to claim damages.

7.2.2. Either Party has the right to terminate this Contract upon its sole will and discretion and for any reason of its own, without having the obligation to state such reason(s), by providing the other Party with a written notice period of (30) Thirty days without having to pay to the other Party any compensation or indemnity due to such termination. In such case, MIC2 undertakes to pay to Huawei the price of all Services performed as per the terms and conditions of the Contract to MIC2 until the date of effective termination. MIC2 reserves its right to be reimbursed for the Services that were paid in advance and not provided by Huawei until the date of effective termination subject to the terms and conditions of this Contract and prevailing Lebanese laws.

7.2.3. 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 (12) herein;
- (iii) 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.



## Article 8: Infringement

8.1 Huawei undertakes to defend and hold MIC2 harmless against any claim arising in relation to patent or the Intellectual Property Rights of any Software used by Huawei in the provision of the Services under this Contract.

8.2. MIC2 agrees that if Huawei provided Software becomes, or in MIC2's opinion is likely to become, the subject of such a claim, MIC2 will request Huawei, at its own expense and responsibility, either:

- (i) To procure for MIC2 the rights for continued use of the Software;

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- (ii) To modify the Software so that it no longer infringes on any such Intellectual Property Rights;  
or
- (iii) To replace the Software with an equivalent Software that does not infringe on any such Intellectual Property Rights, or
- (iv) If none of the foregoing alternatives is available on terms which will resolve the infringement, MIC2 can stop using and return Huawei provided Software for full credit on the Software that is the subject of the infringement claim.

#### Article 9: Liability

- 9.2. 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.
- 9.3. A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.
- 9.4. 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 one hundred percent (100%) of the Purchase Order value.
- 9.5. 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 Losses, consequential or incidental damages including but not limited to lost profits, lost opportunities, loss of privacy, loss of security, lost revenues or damages, loss of data, loss of reputation arising under or in connection with this Contract 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.

#### Article 10: Indemnity

- 10.1 The Offending Party (either Party of The Contract) undertakes, at its sole expense, to defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against the other, provided that the Offending Party shall be given (i) prompt notice of any such claim or suit; and (ii) full opportunity to defend such suit, and (iii) that the Offended Party does not settle any claim without prior and written authorization from the Offending Party. The Offended Party may, at its election, participate in the defense and shall cooperate fully in defending any claim or suits. The Offending Party shall pay all reasonable costs, expenses, and legal expenses incurred by the Offended Party in connection with any such claim or suit or in enforcing this indemnity Clause, provided a valid claim is presented.  
In this Article (10), references to "loss" and "claims" include all associated costs, liabilities and expenses including legal costs.
- 10.2 Huawei is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with MIC2. Huawei must carry an insurance policy covering all Huawei staff working on site during and in the occasion of Services provisioning as well as damages caused solely by Huawei's representatives' work on site.
- 10.3 Huawei undertakes to fully indemnify MIC2 upon a final judgment based exclusively on the determination of the existence of an infringement originally imputable to Huawei sole fault against:



- (i) Any direct loss or damage to tangible property caused to MIC2 or for which MIC2 may be liable to third parties to the extent it arises solely out of any omission, neglect or willful default of Huawei or its officers, employees, agents or representatives.
- (ii) Any direct damages 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, when such damage arises solely out of any omission, neglect or default of Huawei during or in connection with the supply of Services under this Contract.

#### **Article 11: Confidentiality**

- 11.1. 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 this Contract 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, which is not considered as Third Parties to this Contract and are so entitled to access any Confidential Information hereunder.

11.2. **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 this Contract 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 this Contract.

11.3. **Disclose only on need to know basis.**

Each Party agrees to limit access to Information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for the proper performance of obligations under this Contract. The Parties undertake to 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 Services.



- 11.4. Notwithstanding any other provision of this Contract, MIC2 hereby consents to the disclosure of such information in relation to this Contract or any Purchase Order as may be necessary for Huawei to assign any receivables to or disclose relevant information in relation to financing arrangements to any financial institution (but not by way of public offering document) subject to a similar confidentiality restriction being placed on any financial institution looking to acquire Huawei's receivables.
- 11.5. The Parties acknowledge that damages may not be an adequate remedy for such a breach and agree that either Party may pursue whatever legal remedy may be available at law to cure such a breach, including injunctive relief.
- 11.6. Nothing contained in this Article (11) shall be deemed to grant any license under any Intellectual Property Right.

#### **Article 12: Force Majeure**

- 12.1. Neither Party is liable for delay or failure to perform any of its obligations under this Contract and/or any relevant Purchase Order insofar as the performance of such obligation is prevented by a force majeure event.
- 12.2. For the purposes of this Contract, 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 government measures, acts of nature, riots, acts of war, acts of terrorism, epidemics, major fire, economic or political sanctions, 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 subcontractors' personnel.
- 12.3. Each Party undertakes to notify the other Party of the occurrence of such a force majeure event and undertakes to 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 would have the right to terminate this Contract and/or any relevant Purchase Order by notice to the other Party in writing.

#### **Article 13: Waiver and Cumulative Remedies**

- 13.1. No failure of either of the Parties to exercise, and no delay by it in exercising, any right in connection with this Contract (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 this Contract shall not be deemed to be a waiver of any subsequent breach.
- 13.2. The Rights provided for in this Contract are cumulative and not exclusive of any other Rights (whether provided by law or otherwise) except as expressly set out in this Contract.

#### **Article 14: Invalidity**

If any provision in this 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 this Contract and the remainder of the relevant Purchase Order shall not be affected.

#### **Article 15: Governing Law**

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

## Article 16: Compliance with Laws

In the performance of this Contract, and any Purchase Order issued under this Contract, both Parties shall comply with all laws, regulations, codes of practice, regulatory requirements, decrees and other ordinances issued by any governmental or other state authority in Lebanon relating to the subject matter of this Contract and any Purchase Order and the performance by the Parties hereto of their obligations hereunder.

## Article 17: Dispute resolution & Escalation procedure

- 17.1. In case of a dispute arising out of the Contract or any Purchase Order (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 fifteen (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.
- 17.2. If the Parties fail to resolve their dispute through the escalation procedure, after the elapse of fifteen (15) days from the meeting referred to in above Clause (17.1), then all disputes arising in connection with the Contract termination or invalidation of this Contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Centre Arbitration Rules ("the Rules"), by three arbitrators appointed in compliance with the Rules. The place and venue of the arbitration shall be in Dubai, the language of Arbitration shall be in English.
- 17.3. The Parties undertake and agree that all proceedings conducted under this article shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the in the course of such Court proceeding shall be used solely for the purpose of those proceedings.

## Article 18: Assignment

Huawei 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 an entity fully owned and controlled by the Republic of Lebanon or an entity assigned by the Republic of Lebanon, 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.

## Article 19: Notices

- 19.1. Any notice or other communication of whatsoever nature under this Contract (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

Address: Beirut Central Building, Bloc B and Bloc C, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon

For Huawei:

Address: Beirut, Sin El Fil, Daoud Ammon Street, Qubic bulding, 14th Floor



- 19.2. Any notice or other communication under this Contract 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.
- 19.3. Either Party may inform the other Party in writing of any changes and its details set out in Clause (19.1) above. The change shall become effective on the 4<sup>th</sup> (fourth) Working Day from the deemed receipt of the written notice by the other Party.
- 19.4. Any notice or other communication under this Contract shall be deemed to have been received:
- (i) If delivered by hand to an authorized person and acknowledged during Working Days to the designated physical address, on the date of delivery;
  - (ii) If sent by pre-paid registered post in a correctly addressed envelope to the designated postal address and duly acknowledged by the receiver.
  - (iii) If sent by electronic means, including but not limited to facsimile transmissions or electronic mail (email), and duly acknowledged by the receiver.

#### **Article 20: Taxes**

Each Party shall be liable for its applicable taxes levied by Lebanese laws. If MIC2 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 Huawei due to Huawei' activities under this Contract, then MIC2 shall withhold such taxes and shall remit the balance of the payment to Huawei pursuant to Contract. And MIC2 shall provide Huawei official withholding tax clearance certificates from the relevant authority within sixty (60) days after the payment is made.

Should a material change in any of the tax rates, laws or regulations occur in the Republic of Lebanon during the Term, then both Parties agree to meet and discuss in good faith finding a solution on an equitable adjustment of the contract price to protect both MIC2 and Huawei from detrimental impact without violation of tax laws or regulations.

#### **Article 21: Performance Bond**

Within fifteen (15) days of the signature of this Contract, Huawei undertakes to provide MIC2 with one Performance Bond 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), the said Performance bond is for an amount equal to ten percent (10%) Fresh of the value of the relevant PO (including VAT if applicable)

The performance bond shall explicitly provide that the issuing bank guarantees, jointly and severally with Huawei, 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 its issuance until 1 March 2026.

Huawei undertakes that the Performance Bond shall be issued as per the form that shall be agreed upon between both Parties and preapproved by MIC2 prior its issuance.



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#### **Article 22: Nature of Relationship**

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

#### **Article 23: 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

#### **Article 24: Costs**

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

#### **Article 25: Authority to Bind**

- 25.1 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 this Contract to be binding on it.
- 25.2 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 this Contract.

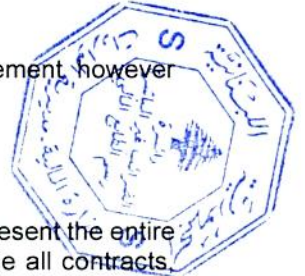
#### **Article 26: Amendment and Variation**

Variation to this Contract shall be valid in writing and signed by or on behalf of each of the Parties to it by its respective authorized representatives;

The expression "variation" shall include any variation, supplement, deletion or replacement, however effected.

#### **Article 27. Whole Contract.**

- 27.1 This Contract, the attached Schedules hereto and any related Purchase Order represent the entire understanding between the Parties in relation to its subject matter and supersede all contracts, agreements and representations made by either Party, whether oral or written.
- 27.2 The Parties agree that, save as expressly set out in this Contract or in any related Purchase Order, 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.



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**Article 28: Signature**

In witness whereof, MIC2 and Huawei have signed this Contract on 17 / 7 / 2025 in two originals, each Party keeping one original.

**Mobile Interim Company Number 2 S.A.L.**

**Salem Itani**

**Chairman General Manager**

**Signature**

*Salem Itani*

**Nibal Matta Salameh**

**Chief Financial Officer**

**Signature**

*Nibal Matta Salameh*

**Huawei Technologies (Lebanon) S.A.R.L.**

**Name:**

**Signature:**

*陈伟伟* . chen wei wei


**Stamp:**



*吴浩明* Wu hao ming



**Annex 1**  
**MIC2 PWT 2025 Quotation**

Touch Post Warranty 2025						
Post Warranty Scope for Year 2025						
Area	Network Element	Unit	2025 Quantity	Duration 2025	Unit price/month (Fresh USD)	Total Price 2025
RAN	RNC6900	Node	4	12	4,380.87	210,281.76
	BSC6910 - RNC	Node	4	12	4,380.87	210,281.76
	BSC6910 - BSC	Node	4	12	4,380.87	210,281.76
	NodeB ( 2 Technologies)	Node	1330	12	130.72	2,086,291.20
	PMU	Set	728	12	18.83	164,498.88
	iManager PRS	Node	1	12	4,709.69	56,516.28
	IPCLK3000	Node	2	12	501.98	12,047.52
Sub-Total RAN						2,950,199.16
Peripherals	QuidwaysS3300	Node	8	12	35.05	3,364.80
	QuidwaysS5300	Node	4	12	11.03	529.44
	QuidwaysS9303	Node	10	12	167.88	20,145.84
Sub-Total Peripherals						24,040.08
VDI	CH121 V3	Node	0	0	105.87	-
	E9000 Chassis	Node	0	0	96.25	-
	OceanStor 6800	Node	0	0	221.37	-
	FusionAccess PKG	Set	0	0	96.25	-
Sub-Total VDI						-
LTE RAN	eNodeB ( 2 Technologies)	Node	962	12	138.56	1,599,573.58
	TP	Node	206	12	18.83	46,547.76
	U2020-M	Node	2	12	3,964.81	95,155.44
	IPCLK3000	Node	2	12	501.98	12,047.52
	ECO6910	Node	0	12	945.86	-
Sub-Total LTE RAN						1,753,324.30
PS	DNS9816	Node	4	12	529.46	25,414.08
	vEPC Platform	Set	1	12	45,000.00	540,000.00
Sub-Total PS						565,414.08
DataCom	Core Switch (S9306)	Node	8	12	164.03	15,746.88
	Firewall 8000E-X3	Node	8	12	289.88	27,828.48
	NCE-IP	Node	2	12	743.47	17,843.28
Sub-Total Peripherals						61,418.64
Transport	RTN 950	Node	931	12	17.25	192,717.00
	RTN 980	Node	580	12	17.25	120,060.00
	RTN 980- BB	Node	148	12	103.36	183,567.36
	RTN980L	Node	44	12	218.16	115,188.48
	RTN380H	Node	56	12	17.25	11,592.00
UPCC	NCE-T	Node	2	12	743.47	17,843.28
	UPCC	Set	2	12	9,530.58	228,734.00
Sub-Total UPCC						228,734.00
Datacenter	UPS 5000	Set	2	12	458.96	11,015.07
	Netcol 500	Set	13	12	102.87	16,047.50
	Fusion Module	Set	2	12	126.43	3,034.35
Sub-Total Datacenter						30,096.92
Sub-Total for Post Warranty 2025						6,254,195.30
One Time Special Discount						(1,165,444.49)
PWT 2025 Total						5,088,750.81



*Ww*