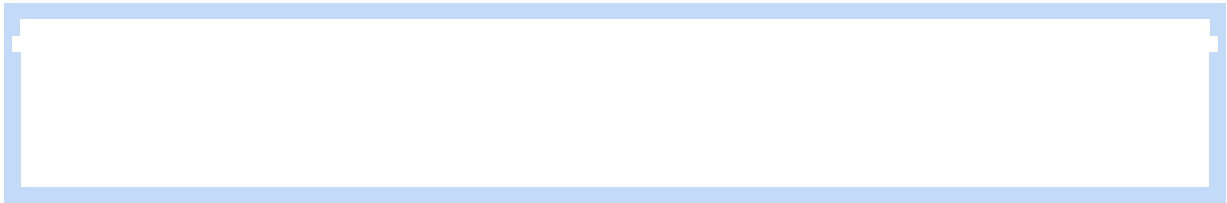


**THIS AGREEMENT**

**BETWEEN**

IT-SERVE Qatar LLC  
(hereinafter called "the Company")

**AND**



(hereinafter called "the Client")

## 1. PARTIES.

- 1.1 IT-Serve Client is a company with limited liability duly registered in accordance with the company laws and regulations of Qatar, (herein referred to as "the Client").
- 1.2 IT-SERVE QATAR is a company with limited liability duly registered in accordance with the company laws and regulations of Qatar, having its principal place of business at 1St Floor, TGI Building, Najma, Doha (herein referred to as "the Company")

## 2. RECITALS

WHEREAS, the Company is a provider of information technology managed services;

WHEREAS, the Client wishes to acquire the Company's information technology managed services;

WHEREAS, the Company wishes to provide the Client with its information technology managed services.

NOW, THEREFORE, in consideration of the payments to be made and services to be performed hereunder, the parties agree as follows:

## 3. DEFINITIONS. As used in this Agreement.

- 3.1 The " Agreement" shall mean this agreement between the Client and the Company and schedules incorporated for the purposes thereof.
- 3.2 The "Effective Date" shall mean the date of signature by the last party in time.
- 3.3 The "Term" shall mean the term of the Agreement, as defined in clause 13.1.
- 3.4 "Business Hours" shall mean the hours between 08h00 and 17h00, Sunday to Thursday, with the exemption of all public holidays and weekends.
- 3.5 "Confidential Information" shall mean all information supplied by the Client to the Company in connection with this Agreement and the matters and processes leading up to the execution of this Agreement and all financial, technical, business, operational, commercial, administrative, marketing, planning, development, staff management, information and data, and all other information, specification, analyses, data, designs, experience, inventions, trade secrets, product information, know-how, computer software, applications, systems and/or programs, including, but not limited to, all drawings, models, photographs, samples, sketches, which is either directly or indirectly disclosed, communicated, corresponded or in any way, made available by one Party to the other Party, regardless of the means of transmission and whether in tangible or electronic format;
- 3.6 "Intellectual Property Rights" shall mean any and all patents, trademarks, domain names, website designs and layouts, service marks, trade names, registered designs, copyrights, confidential information, database rights, business names, logos, trade secrets, technical and commercial know-how and all and any other similar type of proprietary information whether it can be registered or no
- 3.7 "Notification Time" shall mean the period of time set out the SLA's for which an issue will be notified by the Company to the Client.

- 3.8 A "Party" or the "Parties" shall mean the Company and the Client individually or together.
- 3.9 "Personal Information" means information (including information forming part of a database) whether true or not and whether recorded in a material form or not about a natural person whose identity is apparent or can reasonably be ascertained.
- 3.10 "Resolution Time" shall mean the period of time set out in the SLA's for which an issue will be resolved.
- 3.11 The "Services" shall mean the services as defined in Schedule 2 of this Agreement.
- 3.12 "Service Level Agreements" or "SLAs" shall mean collectively, SLA 4 and any other appendices or supporting documents as agreed.
- 3.13 The "Service Level Credits" shall mean the sum or sums payable by the Company, and which are amounts agreed to by the Parties in good faith as estimates of the actual loss that will be caused by that failure, as set forth in each SLA document.

#### **4. PROVISIONS OF THE SERVICES.**

- 4.1 The Company will use skill and care in the provision of the Services to the Client in accordance with the information technology industry and telecommunication industry best practices.
- 4.2 The Company agrees that it will provide the Services to the Client in accordance with the terms of this Agreement, and that the provision of the Services to the Client, or any part thereof, as outlined in Schedule 1 is its own sole responsibility. The Company agrees that it will not sub-contract, assign or otherwise transfer its rights under this Agreement to a third party without the Client's prior written consent.
- 4.3 Schedules 1 and 2 will have effect as if set out in this Agreement. In the event and to the extent only of any conflict between the Agreement and the Schedules the Agreement shall prevail.
- 4.4 The Company must comply with the Service Level Agreements for supply of the Services to the Client. If the Company fails to meet any one or more of the Service Level Agreements, the Client shall be entitled to withhold from payment of the next applicable invoice for the Services rendered an amount(s) equal to the Service Level Credits for which the Company is liable by reason of that failure.
- 4.5 For the avoidance of doubt, the Parties acknowledge that the Service Level Credits are a fair and reasonable assessment of the loss which the Client is likely to suffer by reason of the failure of Vendor to comply with the SLA's to which those Service Level Credits relate. Despite this, nothing in this Agreement should be taken as otherwise limiting the Client's right to claim for compensation for loss or damage suffered by reason of the actions of the Company if and to the extent that such compensation is available under applicable law notwithstanding the Service Level Credits for which the Company is liable under this Agreement.
- 4.6 Despite the requirements of clauses 4.4 and 4.5, if the Company fails to meet a Service Level Agreement, Company shall:
- a. In the case of a Service Level Agreement failure identified by the Company:
    - i. notify the Client of the failure to meet the SLA, and the proposed resolution for that SLA failure, within the required Notification Time; and
    - ii. rectify that SLA failure within the required Resolution Time;
  - b. In the case of an SLA failure identified by the Client and notified to the Company:

- i. notify the Client of the proposed resolution of that SLA failure within the required Notification Time; and
- ii. rectify that SLA failure within the required Resolution Time.

4.7 For the purpose of clause 4.6, the Company must rectify an SLA failure by either:

a. In the case of an SLA failure which is persisting, taking all necessary steps to ensure that the aspect of the Services measured by that SLA performs or is performed in accordance with the SLA; or

b. In the case of an SLA failure which will or may occur again, taking all necessary steps to ensure that circumstances or events which led to the non-conforming aspect of the Services in accordance with the SLA are not repeated, and that that non-conforming aspect of the Services performs or is performed in accordance with the SLA.

## 5. PERSONNEL.

- 5.1 The Company will provide its qualified, suitably skilled, competent and experienced consultants or employees (the "Company's Personnel") to perform the Services for the Client and as specified by the Client.
- 5.2 The Company shall ensure that the Company Personnel shall act in accordance with the highest standards of professional conduct and comply with the reasonable requirements and directions of the Client with regard to conduct, behavior, safety, confidentiality of Client information and security whilst on the premises of, or delivering the Services to, the Client.
- 5.3 In the event that the company is declared insolvent, the company will release the assigned technicians will be released to the clients employ should the employees choose to accept and offer made by the client.
- 5.4 The Client may, from time to time, require by written notice to the Company that any Company Personnel be replaced if, in the reasonable opinion of the Client, such person is not appropriately qualified or is having or may have a material adverse impact on the execution of the Services. The Company shall at the request of the Client procure the replacement of such person within such reasonable time period required by the Client with a suitably qualified and competent replacement.

## 6. PAYMENT.

- 6.1 The pricing structure is set out in Schedule 1. Subject to clause 4.4, the Client will pay the Company in accordance with the fees and terms in the pricing structure in Schedule 1.
- 6.2 The Client agrees to pay the Company by either, Cash, a current dated cheque made out in the Company's name, or wire transfer to the Company's bank account, 30 (thirty) days after receipt of invoice. A payment shall be considered overdue if not paid by the Client in 31 (thirty one) days from the date the invoice is received by the Client.
- 6.3 The Company will temporarily suspend the services on 3 (three) days written notice to the Client until payment has been received in full and shall immediately reinstate the suspended services on receipt of payment from the Client

## 7. COPYRIGHTS.

- 7.1 Subject to payment being received in full, the Client will have full ownership of all deliverables, documentation, diagrams and any material produced by the Company for the Client under this Agreement save for any third party's copyrights protected by a specific license agreement(s) or unless otherwise agreed between the Parties

in writing, prior to the production of the copyright works. The Company shall do everything necessary to transfer title to the Client.

- 7.2 The Parties acknowledge and agree that any right, title and interest in and to the other Party's Intellectual Property Rights are vested in and shall remain the property of the other Party. Neither Party shall acquire or claim any right, title, or interest in or to the other Party's Intellectual Property Rights, contest the title or ownership of the other Party of the Intellectual Property Rights or make any commercial, promotional or other use of the Intellectual Property Rights except as the other Party may authorize in writing.

## 8. FORCE MAJEURE

If any Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lockout, fire, explosion, floods, riot, war, accident, acts of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labor, government interference or control, or any other cause or contingency beyond the control of that Party, the Party so effected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure on the performance of any obligations hereunder or loss or damages, either general, special or consequential which the other party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the effected Party. Any Party invoking force majeure shall, upon termination of such event, giving rise thereto, forthwith give written notice thereof to the other Party. Should such force majeure continue for a period of more than 45 (forty five) days, then any Party shall be entitled forthwith to cancel this Agreement in respect of any obligations performed hereunder.

## 9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1 The above named and undersigned Company acknowledges that the Client will be furnishing to the above and undersigned Company certain Confidential Information.
- 9.2 It is acknowledged by each of the Company and the Client, that the Confidential Information to be furnished by each Party and used during the term of this Agreement is in all respects confidential in nature, other than information that is in the public domain, and that any disclosure or use of the same by either Party except as provided for in this Agreement, may cause serious harm or damage to the Company and Client, its owners and officers. Therefore, each Party agrees not to use the Confidential Information or for any purpose other than that of the proper performance of its obligations under this Agreement and agrees to keep and procure to be kept secret and confidential and not, either directly or indirectly by agent, employee, or representative, to disclose the Confidential Information, either in whole or in part, to any third party; provided, however disclosure of such Confidential Information may be made by consent in writing from the other Party and to the employees, agents or contractors (including Company Personnel, for the avoidance of doubt), and legal, financial and other advisors and consultants of either Party ("Agents") on a need-to-know basis. Confidential Information to be disclosed to any Agents of the other Party on a need to know basis may only be disclosed provided that the receiving Party will ensure its respective Agents are aware of the obligations of the Party pursuant to this clause and do not disclose such Confidential Information contrary to such obligations, and such Party shall be liable hereunder for any non-permitted disclosures of its Agents as if they were disclosures of such Party.
- 9.3 Within 7 (seven) days of the conclusion of the Agreement, the Company will return to the Client or permanently delete, and the Client will return to the Company or permanently delete, all Confidential Information furnished and will not make or retain any copy thereof. If either Party is directed by the other Party to permanently delete

any Confidential Information, that Party will furnish the other Party with a written statement to the effect that all such Confidential Information has been permanently deleted.

- 9.4 The Company shall comply with any law or legal obligation relating to privacy, the protection of Personal Information, and the protection of individuals secrets and shall:
- a. Use, access, retain or disclose Personal Information obtained during the course of performing its obligations under this Agreement solely for the purpose for which the Personal Information was acquired.
  - b. Not do any act or engage in any practice that would violate the secrecy of any individuals Personal Information.
  - c. Comply with, carry out and discharge to the maximum extent possible the obligations contained within this clause as if it were the Client carrying out or discharging those obligations.
  - d. Notify the Client immediately in relational to any unauthorized use or disclosure of Personal Information or upon becoming aware of or is in receipt of a complaint relating to a breach of this clause.
  - e. Ensure that all Company Personnel and/or Agents who may have access to Personal Information are made aware of the obligations contained in this clause, and of the risk of civil and/or criminal liability in respect of the misuse of Personal Information.
  - f. Ensure that any third-party agreement, including agreements with permitted subcontractors of the Company who may be engaged to provide the Services, contains the same or similar provisions as this clause.

9.5 The Company acknowledges and agrees that:

- a. the Client shall be the owner of all Personal Information and the Intellectual Property Rights associated with such data; and
- b. during the provision of the Services in accordance with this Agreement, it will not transfer (whether physically or electronically) any Personal Information, Confidential Information or any other information or data of the Client's outside of QATAR without the prior written consent of the Client.

9.6 The Company shall undertake to indemnify the Client in respect of any loss, liability or expense incurred and arising out of or in connection with the Company's breach of any obligations pursuant to this clause.

9.7 This clause 9 survives the termination or expiry of this Agreement.

## **10. WARRANTIES AND INDEMNITIES.**

10.1 The Company warrants and covenants from the Effective Date that:

- a. The Services shall be performed in a timely, professional and workmanlike manner with care and skill and in accordance with the best practice in the information technology industry as well as the telecommunications industry.
- b. The Services and each component thereof will be provided as specified in the Agreement.
- c. The Company has the authority to enter into this Agreement and to provide the Services referred to herein.
- d. While providing the Services; the Company shall abide by the laws, rules, copyright laws, culture, customs, and social morals of Qatar and has obtained all licenses, approvals and consents necessary to grant any rights or perform its obligations under this Agreement;

- e. It will conform to and will follow the Client work-environment rules and regulations while providing the Services at the Client's premises.
  - f. It does not and will not infringe on any Intellectual Property Rights owned by any third party in the course of the provision of the Services; and
  - g. It has the necessary personnel, knowledge, competence, and experience to perform the Services in accordance to the Client's requirements; and
  - h. Unless otherwise provided for in this Agreement, it shall not without the express written consent of the Client, make use of any of the Client's Intellectual Property Rights for any other purpose than providing the Services under this Agreement.
- 10.2 To the fullest extent permitted by law, the Company shall indemnify and keep indemnified, the Client (including its directors, officers, employees and agents) against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including actual legal costs) as a result of:
- a. any wrongful (including negligent) act or omission of the Company or its employees or subcontractors in the performance of this Agreement.
  - b. any breach by the Company, Company Personnel, or employees or subcontractors of the Company of this Agreement.
  - c. any matter which would render any Warranty untrue or misleading.
  - d. a failure or defect in the Services; and
  - e. the Services or any aspect of them (including the Client's use) infringing the Intellectual Property Rights, including the moral rights, of a third party.
- 10.3 If a claim of infringement of Intellectual Property Rights is made or threatened by a third party, the Company shall, with the consent of the Client and at the Company's sole expense, either:
- a. obtain for the Client the right to the continued enjoyment of the Services the subject of the claim; or
  - b. replace or modify the Services so that the alleged infringement ceases and the replaced or modified services provides the Client with equivalent functionality and performance as required pursuant to this Agreement.
- 10.4 This clause 10 survives termination or expiry of this Agreement.

## **11. OFFICE SPACE EQUIPMENT.**

- 11.1 The Client shall provide the Company Personnel reasonable working environment at the same standard the Client provides its own employees.
- 11.2 The Client shall provide adequate number of desktop computers, printers, and office equipment to the Company Personnel for the purpose of carrying out the Services.
- 11.3 The Client shall make available to the Company for business use only in relation to the provision of the Services local phone lines, and Internet access.
- 11.4 The Client, at its own discretion, shall provide to the Company physical access to the Client's premises on an ad hoc basis (subject to the Client's access control policies, provided that these policies do not hinder the Company's ability to perform its responsibilities under this Agreement) and access to Confidential Information (such as system architecture and system security policies and procedures) to the extent needed for the Company to perform its obligations under this Agreement, including access to the premises within the Client's standard working hours as well as outside of such by prior agreement between the Company and the Client.

## 12. TERM.

- 12.1 The Agreement shall commence on the Effective Date and shall run for 1 (One) year, renewable, from this date, unless terminated by the Client / Company. In such case, the termination date will become the Expiry Date. All rates will be evaluated on a yearly basis as per the new pricelist which will be made available at the end of every year.
- 12.2 Notwithstanding the provisions of 12.1 above, either party shall be entitled to terminate this Agreement prior to the expiry of the Term by giving the other party 90 (ninety) days written notice of such termination.
- 12.3 Either Party may terminate this Contract with immediate effect by notice in writing to the other Party if that other Party is placed under provisional or final liquidation (otherwise than for the purpose of reconstruction or merger) or under provisional or final receivership or judicial management or if that party becomes insolvent or compromises or attempts to compromise with its creditors.
- 12.4 In case of early termination, the Client will pay the Company for work completed and (on a pro-rata-basis) work partially completed, subject to approval by both parties and any necessary adjustments to allow for fees paid by the Client in advance, up to the date of termination.

## 13. ENTIRE AGREEMENT.

This Agreement including all Schedules attached hereto is the entire agreement between the Client and the Company and it supersedes all prior oral or written agreements, representation, statements, negotiations, understandings, proposals and undertakings related hereto save that nothing in this sections shall limit or exclude any liability for fraudulent misrepresentation.

No addition to or variation, consensual cancellation or notation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorized representatives.

## 14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of Qatar.

## 15. DISPUTES.

- 15.1 In the event of any dispute, controversy or claim (**Dispute**) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, either party shall give the other party notice of the Dispute. Upon such notice, the appropriate executives of the Parties shall meet and attempt to reach an amicable settlement within thirty (30) calendar days from the date of the receipt of the notice of Dispute or any such longer period as the Parties may subsequently agree in writing.
- 15.2 Should the Parties fail to resolve the Dispute in terms of clause 15.1 above, such Dispute shall then be referred to mediation. The Parties shall agree on a mediator who shall be responsible for assisting the Parties in resolving the Dispute. Should the Parties reach agreement through mediation, such agreement shall be documented, signed on behalf of both Parties and shall be a binding agreement between the Parties.
- 15.3 If the Parties cannot resolve the Dispute in accordance with clause 15.1 and 15.2 above, then the Dispute shall be referred to and finally resolved by arbitration administered by Qatar International Court and Dispute Resolution Centre – in accordance with its rules, which rules are deemed to be incorporated into this Agreement by reference into this clause.
- 15.4 The tribunal shall consist of three arbitrators. The parties shall each be entitled to nominate one arbitrator, the third arbitrator (acting as Chairman) being appointed by agreement of the Parties.



15.5 The place of arbitration shall be **Qatar International Court and Dispute Resolution Centre**. The language to be used in the arbitral proceedings shall be English.

15.6 This clause 15 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

## **16. NOTICES.**

All notices which are required to be given here under shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address or the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by registered post, telex or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by registered mail 48 hours after posting and if telex or facsimile transmission when dispatched.

## **17. HEADINGS.**

The headings used in this Agreement are for the convenience only and shall not be used for purposes of construction or interpretation.

## **18. WAIVER.**

No waiver or forbearance by any Party hereto in enforcing any of its rights hereunder shall prejudice or affect the ability of such Party to enforce such rights or any of its other rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by the relevant Party. For the avoidance of doubt it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

## **19. COPIES.**

This Agreement will be executed in two copies. Neither copy of the Agreement will be deemed valid unless signed by both parties.

## **20. RELATIONSHIP OF THE PARTIES.**

20.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute or be deemed to constitute, either Party the agent of any other Party for any purpose.

20.2 Nothing in this Agreement shall constitute, or be deemed to constitute, any relationship of employer and employee between the Client and the Company or any of the Company's employees, agents, or subcontractors.

20.3 The Client understands that the Company's Personnel cannot under any circumstances, without prior written agreement with the Company, (for which consent shall not be unreasonably withheld), be approached for employment, nor be employed by the Client. The Client further understands that a fee of 12 months gross salary will have to be paid to the Company in compensation, should this clause be breached.

## **21. CONSENTS.**

Each Party will file all notifications, applications, and other documents with all necessary and appropriate government and regulatory agencies in order to secure any necessary approval or consent for this Agreement.

**SCHEDULE 1 - Services and Payment**

The Company shall provide the following services, performed on the devices and products as set forth in the Assets under Contract appendix in accordance with the timeline, if any, set forth in this Service Agreement.

Pricing and payment terms: In consideration for the Services contemplated by this Service Agreement, the Client shall pay the Company as follows:

<b>Product</b>	<b>QTY</b>	<b>Unit</b>	<b>Price</b>
•			

\* Please note that the monthly payment can vary, pro rata day rate, assuming the number of rooms or services under this contract change.

All invoices for the Services are issued monthly in advance.

The Company shall provide such additional services at the request of the Client as the Client may from time to time request in writing or in any other manner within the area of this Agreement and as the Company may in absolute discretion accept to provide.

**SCHEDULE 2 – Service Levels**

**IT-Serve Qatar SLA (See Schedule 2 Attached Copy)**

**The Client's Obligations**

The Client will be responsible for the following:

- Hardware standards: The Company, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Service Agreement.
- The Client accepts that this Agreement is based on the part of work being done remotely.
- The Client agrees that all schedules attached to this Agreement are included under this Agreement.

IN WITNESS WHEREOF, the undersigned representatives of the parties have executed this Agreement including all schedules thereunto duly authorized as of the Effective Date.

**The Company**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Client**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed**

**Witnessed**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **Qatar Customer Reference list**

**With nearly 4000 thousand devices, 200 Servers, across 70 fully managed clients in the Middle East, IT-Serve has the experience, systems and resources to fulfil all your IT management requirements.**

**Among others our clients Qatar include:**

- **MTN Middle East and Africa**
- **British Business Group**
- **Key Resorts International**
- **Innovation Capital**
- **Vodafone**
- **Barwa**
- **Total**
- **Ooredoo**
- **Credit Suisse**
- **Qatar Rail**
- **Shell**
- **Maersk Oil & Gas**
- **Bluu**
- **Qatar Data Center (QDC)**