

SOFTWARE LICENSE AND IMPLEMENTATION AGREEMENT

This **Software License and Implementation Agreement ("Agreement")** is made on the 30th of May 2024 ("**Effective Date**"), between MGS Information Management Services, a company organized and existing under the laws of Kuwait, with its head office located at: Sharq, Block# 7, Khalid Ibn Al Walid Street, Injazzat Tower, 19th floor, State of Kuwait. Company Registration number 338699 herein referred as ("MGS" First party). Represented by Mr. Assem Al Rashidi in his capacity as Executive Manager.

And

Customer, located at , having a Company Registration number dt. 12 /12/1983, herein referred as (Second party). Represented by

Individually referred as "**Party**" and jointly referred as "**Parties**".

Recital - Whereas.

Subject to the terms and conditions of this Agreement, Supplier will deliver to Customer and install on Customer' computers/master servers certain computer Software ("**Software**") and intent to grant to Customer a non-exclusive non-transferable License to use such Software and their associated documentation for the agreed quantities for a single site in *Kuwait* (See Schedule 1).

Supplier is a company specialised in the technology of information systems and owns all rights, titles and interests in the Software, and has shown Supplier readiness and ability to execute the obligations as stated in this Agreement.

In addition to the licensing of the Software, the Supplier shall provide Implementation Services for implementing the Software as agreed in the Scope of Work (Schedule 1) and Project Schedule (Schedule 1) to the Customer.

NOW THEREFORE, in consideration of the mutual promises herein contained, Customer and Supplier hereby agree as follows:

Article 1 - Recital, Schedule, Addendum and Proposal

The preceding recital, schedule, any addendum that may be added to this Agreement, each referring to this Agreement number submitted by Supplier, are to be considered as an integral part of this Agreement.

Article 2 – Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1 Acceptance Date

Means the date on which the Licensed Software are accepted, or deemed to be accepted, by Customer pursuant to Article (6).

2.2 Delivery Date

Means the delivery date and Implementation Plan specified in the Schedule (1).

2.3 Equipment

Means Customer's computer system in respect of which the License is granted, specified by type and serial number in the Schedule (1), and using the operating system.

2.4 Implementation Fees

Fees paid by the Customer to the Supplier for implementing the Software based on the mutually agreed Scope of Work (See Schedule 1).

2.5 Implementation Resources

Means the Supplier business and technical consultants, trainer and other Project Management team members as required from time to time performing implementation tasks at the Customer site.

2.6 Implementation Services

Means the services to be performed by the Supplier under and in accordance with this Agreement as set out in Schedule 1.

2.7 License

Means the non-exclusive, non-transferable license granted by Supplier to Customer pursuant to Article (8).

2.8 License Fee

Means the sum of money paid by Customer to Supplier for the License to use of the Software. (See Schedule 1).

2.9 Licensed Software

Means the list of computer Software(s)/modules owned by the Software Supplier and licensed to Customer under this Agreement, as specified in the Schedule (1).

2.10 Licensed Software Materials

Means the Licensed Software, the Software Documentation and the Media.

2.11 Location

Means Customer's computer room where the Equipment is, as specified in Schedule (1).

2.12 Man Day

Means eight (8) hours of work during twenty four (24) hours in a day. The rate for any supplementary hours of work will be calculated on the basis of dividing the Man Day Rates (as set out in Schedule 1) by eight (8).

2.13 Man Month

Means twenty two (22) Man Days in a month.

2.14 Media

Means the media on which the Licensed Software and Software Documentation are recorded or printed as provided to Customer by Supplier.

2.15 Project

Means the implementation of the Software including the System installation, parameterization, system training and testing of the Software by the Customer on the platform in accordance with this Agreement.

2.16 Project Schedule

Means the Implementation Schedule (See Schedule 1) attached to this Agreement which forms an integral part of this Agreement. This project schedule shall be used as a basis for the chronology and duration of the different tasks. The dates of the different tasks shall be set, finalized and signed off during the kick of meeting. Any deliverables agreed under this Agreement, the deadlines will be calculated considering the effective date as project plan finalization date signed by both parties.

2.17 Scope of Work

Means the list of products/modules and Services to be implemented and performed under each of the licensed software modules (See Schedule 1).

2.18 Software Documentation

Means the operating manuals, user instructions, and all other related materials in human readable form supplied to Customer by Supplier for aiding the use of the Licensed Software.

2.19 Specifications

Means the specification of the Licensed Software describing the facilities and functions thereof as specified in Schedule (1).

2.20 Use of the Licensed Software

Means to load the Licensed Software into and store and run them on the Equipment in accordance with the terms of this Agreement.

2.21 Trade Compliance and Anti-Corruption Commitment

Means the document attached to this Agreement as Schedule (3). To be signed by the Customer.

2.22 Go live Certificate

Means the Certificate under Schedule (2) which shall be signed by the Customer upon the Licensed Software deployed in live Operation. The Software/Licensed Software shall be deemed accepted and Supplier obligations fulfilled if the Licensed Software or any of its part is put in live operation. Customer shall not withheld the issuance/signing of Go live Certificate unreasonably.

Article 3 – Supplier Responsibilities

Supplier shall provide the following services in respect of the Licensed Software during the continuance of this Agreement:

- 3.1 Grant to Customer a non-exclusive and non-transferable License to use the Licensed Software and Materials for the agreed quantities in a single cite in *Kuwait*.
- 3.2 Deliver, install and implement the Licensed Software as per the mutually agreed Scope of Work and Project Schedule.
- 3.3 Provide Customer with professional services covering project management, business consultancy, training and technical consultancy to perform the implementation as per the agreed Project Schedule and Scope of Work.
- 3.4 Supplier undertakes that its employees and its permitted contractors, while on any premises of the Customer will comply with all the Customer relevant and regulations for the behaviour of its own employees, and any other reasonable requirements of the Customer. Supplier shall immediately remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.
- 3.5 Supplier shall implement the Software on "as is basis". Any gaps identified during the analysis phase will be classified according to their priority and will be segregated as in scope or out of scope. Supplier shall propose appropriate work procedures to be temporarily adopted until required modification are developed.
- 3.6 All products under Scope of Work shall be implemented using Supplier best practices. If such practices are not in line with the Customer, Supplier shall raise a change request and prepare a business requirement document showing the required changes and send it to the Customer for confirmation of accuracy. This document must be supported by instances, examples and scenarios provided by the Customer. On receiving such confirmation from the Customer, the Supplier shall prepare the technical specifications and send it to the Customer for approval. Once approved by the Customer, the Supplier shall revert with the cost (if applicable) and the expected delivery date. The delivery date is subject to receiving an acceptance letter by a specific deadline.

Article 4 – Customer's Responsibilities

- 4.1 Customer is responsible for the selection, purchase, installation, maintenance and operation of the hardware, operating system and database on which the Licensed Software shall operate and will enter into appropriate agreement(s) with their related service providers to minimize the downtime and facilitate troubleshooting and support cases. Customer is solely responsible to make sure that the Equipment complies with the operating requirements for the Licensed Software.
- 4.2 Customer is responsible for the selection and use of the Licensed Software and for any information entered, used or stored therein. Customer shall at all times take the necessary action to protect the information and data from unintended access or disclosure and shall arrange for the necessary backup and disaster of the information.
- 4.3 Customer shall provide Supplier with reasonable access to the Licensed Software, the Equipment and Supplier operating environment to enable Supplier to provide services, if required, and shall make available all information, facilities and services reasonably requested by Supplier.
- 4.4 Customer undertakes to provide the Supplier's staff working at the Customer location with such reasonable project offices, accommodation, materials, equipment, an international phone line, computer and other facilities as the Supplier may consider reasonably necessary to fulfill its obligations under this Agreement.
- 4.5 Customer shall provide the required staff resources to be part of the project implementation team. These resources shall cover project management, business lines, technical and business users to perform the implementation as part of the overall team. These resources shall be allocated on a full time basis to the implementation team as per the Project Schedule.
- 4.6 Customer shall be responsible for extracting, cleansing and transforming the data, filling the data migration sheets provided by the Supplier and uploading it to test and production environments as per the agreed Scope of Work. It is the responsibility of the Customer to verify and check the accuracy of the uploaded data and sign off the data conversion process.
- 4.7 Provide all APIs required interfacing with the required third party software as per the agreed Scope of Work and coordinating the activities and communication between the parties.
- 4.8 Customer declares and commits that it will be legally and indisputably in compliance with all obligations stated under the Trade Compliance and Anti-Corruption Commitment as part of its obligation under this Agreement.

Article 5 – License Fee and Payment

- 5.1 In consideration of performance of the terms and conditions of this Agreement, Customer shall pay to Supplier the License Fees and other charges such as implementation fees, additional maintenance and support charges etc. in accordance with the payment terms specified in Schedule (1).
- 5.2 Any charges payable by the Customer shall be paid within thirty (30) days after receipt by Customer of Supplier's invoice.
- 5.3 All payments shall be made in United States Dollar or equivalent currencies at the prevailing selling rate on the date of payment. The Customer shall send the Supplier a scanned copy of the transfer confirmation.

Article 6 – Delivery and Installation

- 6.1 Supplier shall deliver the Licensed Software to Customer and install and implement the same on the Equipment at the Location in accordance with details stated under Schedule (1).
- 6.2 The Licensed Software so delivered shall consist of one copy of the object code of the Licensed Software in machine-readable form only, on the storage Media.
- 6.3 Risk in the Media shall pass to Customer on Delivery Date.
- 6.4 Customer may change the Location, without any cost to Supplier. In the event Customer relocates its data processing department to a new location within the same country, the Customer shall provide the Supplier with at least fifteen (15) days advance written notice of any proposed relocation of operations.
- 6.5 Customer shall maintain only such copies and the original only at the Location and on the Customer archive site in the same country as the Location, which site is specified on the Schedule 1 of this Agreement. Upon issuance of a relevant written consent from Supplier which shall not be unreasonably withheld, Customer may transport or transit a copy of the Software from the Location or the archive site to another location in the same country as the Location back-up use when required by hardware malfunction, provided that the copy or original is destroyed or returned to the Location or archive site when the malfunction is corrected. Customer shall further reproduce and include Supplier's copyright and other proprietary notices on all copies, in whole or in part, in any form, of the Software made in accordance with this Article.

Article 7 – Testing and Acceptance

- 7.1 Customer shall supply to Supplier, immediately after installation of the Licensed Software, test cases and test data which in the reasonable opinion of Customer is suitable to test whether the Licensed Software are in accordance with the Specifications, together with the expected results to be achieved by processing such test data using the Licensed Software.
- 7.2 When Supplier can demonstrate that the test cases or test data or the expected results are not suitable for testing the Licensed Software as aforesaid, in which event Customer shall make any reasonable amendments to such test cases and data and expected results as Supplier may request. Subject to the receipt of such test data and expected results, Customer is responsible for testing the system and ensuring that the expected results as per the system functionality is received.
- 7.3 Customer shall accept the Licensed Software immediately after Supplier has demonstrated that the Licensed Software has correctly processed the test data by achieving the expected results. Customer shall, immediately sign a Go live Certificate (Schedule 2) in the form attached to this Agreement, acknowledge such acceptance. If any items remain pending, these must be stated in the comments. Note that the Go Live Certificate signature is a prerequisite for the live deployment of the System.
- 7.4 If Customer shall not supply any test data as aforesaid after installation of the Licensed Software, or shall not sign the Go Live Certificate according to the above paragraph, then Customer shall be deemed to have accepted the Licensed Software.
- 7.5 The Licensed Software shall not be deemed to have incorrectly processed such test data by reason of any failure to provide any facility or function not specified in the Specifications.
- 7.6 In case the Licensed Software has been put by Customer for live operation, the Licensed Software shall be deemed to have been accepted and Go live Certificate deemed to be signed by Customer. Accordingly warranty period has begun according to the terms and conditions mentioned in this Agreement and the payment payable by Customer to Supplier shall be due.
- 7.7 Any changes to responsibilities as defined in Article 3 above, Scope of Work or to the agreed Project Schedule mentioned in Schedule 1 shall be documented via a formal change request and charged at the rates defined in Schedule 1 plus expenses. The impact on cost and project duration shall be documented and agreed by both Parties.

7.8 Additional implementation services requested after the system goes live will be charged at the rates defined in Schedule 1 plus expenses and shall be invoiced to the Customer on a monthly basis.

Article 8 – Warranties

- 8.1 Supplier warrants at the date of signature of this Agreement, it has all rights, titles, permissions, and approvals necessary to perform Supplier obligations under this Agreement and the Licensed Software does not infringe any patent, copyright or similar intellectual property rights of a third party.
- 8.2 Supplier warrants that the Licensed Software will, after acceptance by Customer, provide the facilities and functions set out in the Specifications when properly used on the Equipment and that the documentation will provide adequate instruction to enable Customer to make proper use of such facilities and functions. The Customer shall assume responsibility for procurement and maintenance of and the overall effectiveness and efficiency of the hardware and operating environment upon which the system functions in accordance with the Software requirements.
- 8.3 If Supplier receives written notice from Customer of any breach of the said warranty, Supplier shall at its own expense and within a reasonable time after receiving such notice, remedy the defect or error in question.
- 8.4 Supplier shall have no liability or obligations under the said warranty unless it shall have received written notice of the defect or error in question no later than the expiry of three (3) months after the acceptance date.
- 8.5 The warranty services herein described are contingent upon proper use of the Licensed Software, and do not cover Licensed Software which have been modified without Supplier's written approval, or which have been subjected to unusual physical or electrical stress, or on which the original identification marks have been removed or altered.
- 8.6 Supplier shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to Customer. The term "defect or error" shall mean only significant deviations from the Specifications provided.
- 8.7 Supplier shall not be liable for any failure of the Licensed Software to provide any facility or function not specified in the Specifications.
- 8.8 The warranties stated above are limited warranties and are the only warranties given by the Supplier. Supplier does not give and the Customer hereby expressly waives all the other warranties of merchantability and fitness for a particular purpose. The stated express warranties are in lieu of all liabilities or obligations of the Supplier for damages arising out of or in connection with the delivery, use or performance of the Software.

Article 9 – License and Duration

- 9.1 Supplier grants the Customer for its own business, a non-transferable, non-exclusive right and license to use the Software at the Location, subject to the terms, conditions, restrictions and limitations of this Agreement and Schedules.
- 9.2 The License shall commence on the Go live date, and shall continue until terminated in accordance with this Agreement. The Supplier has the right to terminate this Agreement with immediate effect in case if any due payable by Customer to Supplier remains unpaid for 30 days from the invoice date. The termination will immediately cease the right of Customer to use the License software provided under this Agreement.

Article 10 – Escrow Agreement

- 10.1 Customer shall at its own cost retain the right to direct the Supplier to deposit an electronic copy of a complete accurate and up to date version of the Software source code for the system, after the go live, with NCC Group of the United Kingdom, being an escrow agent acceptable to the Supplier.
- 10.2 The Parties agree that the Customer may exercise its right to access the source code of the System under the Escrow Agreement only upon the occurrence of any of the following events:
- 1) In the event of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings being commenced by or against Supplier; or
 - 2) Supplier ceases its business operations relating to the System.
- 10.3 All expenses related to the escrow arrangement, including but not limited to, escrow fees, verification fees etc will be borne by Customer.

Article 11 – Proprietary Rights

- 11.1 The Licensed Software Materials, the copyright, and other intellectual property rights of whatever nature in the Licensed Software Materials are and shall remain the property of Supplier or the Software Supplier.

- 11.2** Should Supplier perform any work under this Agreement, all information, reports, studies, object or source code, flow charts, diagrams and other tangible or intangible material of any nature whatsoever produced by or as a result of any of the services performed hereunder shall be the sole and exclusive property of Supplier. Customer shall be entitled to Use such work product produced by Supplier in accordance with the terms and conditions of this Agreement and as per Schedule 1.

Article 12 – Intellectual Property Rights Indemnity

- 12.1** Supplier shall indemnify Customer against any claim arising from the normal use or possession of the Licensed Software Materials if it infringes the intellectual property rights of any third party, provided that Supplier is given immediate and complete control of such claim, that Customer does not prejudice Supplier's defence of such claim, that Customer gives Supplier all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Licensed Software Materials in combination with any equipment (other than the Equipment or the Software) not supplied or approved by Supplier.
- 12.2** Supplier shall have the right to replace or change all or any part of the Licensed Software Materials in order to avoid any infringement. The foregoing states the entire liability of Supplier to Customer in respect of the infringement of the intellectual property rights of any third party.
- 12.3** Customer will indemnify Supplier in respect of any losses or expenses incurred by Supplier as a result of any failure by the Customer to maintain adequate current licenses for the Licensed Software running in the system.

Article 13 – Confidentiality

- 13.1** Customer undertakes to treat as confidential and keep secret all information contained or embodied in the Licensed Software Materials and the specifications and all information conveyed to Customer by training (hereinafter collectively referred to as "the Information").
- 13.2** Customer shall not without the prior written consent of Supplier divulge any part of the Information to any person except:
- 1) Customer's own employees and only to those employees who need to know the same.
 - 2) Any person who is from time to time appointed by Customer to maintain any Equipment on which the Licensed Software are being used (in accordance with the terms of the License) and only to the extent necessary to enable such person to maintain properly such Equipment.
- 13.3** Customer undertakes to ensure that the persons and bodies mentioned in paragraphs 13.2 above are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to Supplier.
- 13.4** Customer shall indemnify Supplier against any loss or damage which Supplier may sustain or incur as a result of Customer's failure to comply with such undertaking.
- 13.5** Customer shall promptly notify Supplier if it becomes aware of any breach of confidence by any person to whom Customer divulges all or any part of the Information. Customer shall give Supplier all reasonable information in connection with any proceedings, which Supplier may institute against such person for breach of confidence.
- 13.6** The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the License or this Agreement.

Article 14 – Copying

- 14.1** Customer may make only so many copies of the Licensed Software as reasonably as necessary for backup, contingency, disaster recovery, operational security and use. Such copies and the Media on which they are stored shall be the property of Supplier and Customer shall ensure that all such copies bear Supplier proprietary notice. The License shall apply to all such copies as it applies to the Licensed Software.
- 14.2** No copies may be made of the Software Documentation without the prior written consent of Supplier.
- 14.3** Customer is not licensed to distribute the Software Documentation in the commercial software marketplace or sell its services as a service bureau or copy into locations other than the one agreed in this Agreement and its recognized business contingency sites.

Article 15 – Security and Control

Customer shall, during the continuance of the License in use by Customer:

- 15.1** Effect and maintain adequate security measures to safeguard the Licensed Software Materials from access or use by any unauthorised person.

- 15.2** Retain the Licensed Software Materials and all copies thereof under Customer's effective control.
- 15.3** Maintain a full and accurate record of Customer's copying and disclosure of the Licensed Software Materials and shall produce such record to Supplier on request from time to time.

Article 16 – System Audit

- 16.1** Customer shall permit Supplier's authorized representatives at all reasonable times and not less than once per year to audit Customer use of the Licensed Software at the authorized site to determine that the provision of this Agreement are being faithfully performed. Supplier shall give a written communication to the Customer, fifteen (15) days prior to the intended audit. In case of additional usage of the Software License is found during the System Audit, Supplier will notify and charge the Customer the related License Fee(s) and support and maintenance charges retrospectively based on the then applicable rates.

Article 17 – Alterations

- 17.1** Customer hereby undertakes not to alter or modify the whole or any part of the Licensed Software Materials in any way whatsoever, nor permit the whole or any part of the Licensed Software to be combined with, or to be incorporated in any other the Software, nor de-compile, disassemble or reverse engineer the same, nor attempt to do any of such things or discover any portion of the object or source code or trade secrets of the Software.
- 17.2** Supplier shall not be responsible for any error in the Licensed Software, or failure of the Licensed Software to fulfil the Specifications in so far as such error or failure occurs in or is caused by any part of the Licensed Software that have been modified or combined by Customer as aforesaid.

Article 18 –Software Maintenance

- 18.1** The Parties undertake to enter into a Software Maintenance Agreement after the expiry of warranty period at the rates as set forth in Schedule (1).

Article 19 – Operating Manual

- 19.1** Supplier shall provide Customer with one copy of a set of Operating Manuals for the Licensed Software free of charge, containing sufficient information to enable proper use of all the facilities and functions set out in the Specifications. If Customer requires further copies of such operating manuals, then, these may be obtained under license from Supplier in accordance with Supplier standard scale of charges from time to time in force.

Article 20 – Customer's Confidential Information

- 20.1** Supplier shall treat as confidential all information supplied by Customer under this Agreement which is designed as confidential by Customer. Supplier shall not divulge any confidential information to any person except to Supplier own employees and only to those employees on a need to know basis. Supplier shall ensure that Supplier employees are aware of and comply with the provisions of this article. The foregoing obligations shall survive any termination of the Licence or this Agreement.

Article 21 – Termination

- 21.1** Either Party may terminate the Licence forthwith by giving notice in writing to the other Party if:
- 1) Either Party committed any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) have failed, within 30 business days after receipt of a request in writing from the other Party so to do, to remedy the breach.
 - 2) Customer permanently discontinues the use of the Licensed Software Materials.
 - 3) Either Party shall have a receiver, or an administrative receiver, appointed of it or over any part of Supplier undertaking or assets or shall pass a resolution for winding up or a court of competent jurisdiction shall make an order to that effect or enter into any voluntary arrangement with Supplier creditors or shall cease to carry on business.
 - 4) If any dues payable to Supplier by Customer remains unpaid for 30 days from the due date.
- 21.2** Forthwith upon the termination of the License, Customer shall return to Supplier the Licensed Software Materials and all copies of the whole or any part thereof, or, if requested by Supplier, the Customer shall destroy the same (in the case of the Licensed Software by erasing them from the magnetic media on which they are stored) and certify by an authorized person in writing to Supplier. Customer shall also cause the Licensed Software to be erased from the Equipment and shall certify by an authorized person to Supplier that the same has been done.
- 21.3** Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

21.4 In addition to the other rights conferred in this Agreement, the Supplier shall have also the right to withdraw its employees from the implementation site(s) and/or support site(s) or stop the support services, if the Customer fails to settle the undisputed invoices raised against it, within the time period.

Article 22 – Non Assignment

22.1 Customer shall not be entitled to assign, sub-license, or otherwise transfer the License whether in whole or in part to any person and/or entity, in whole or in part, without the prior written consent of Supplier.

22.2 If an organization acquires Customer's common stock, assets or surviving a merger and deriving more than five percentage (5%) of its gross revenues from providing service bureau, time share, computer software consulting services, computer software licensing or computer hardware sales, Supplier shall be under no obligation to consent such transfer.

Article 23 – Limitation of Liability

23.1 Except as expressly stated in this Agreement, any liability of the Supplier for damages with respect to this Agreement for whatsoever reason, the products, or the services will not under any circumstances exceed fees paid to Supplier during last three (3) months.

23.2 Except as expressly stated in this Agreement, the Supplier disclaims all liability in contract or in tort (including negligence or breach of statutory duty) to the Customer in connection with the Supplier's performance of this Agreement or the Customer's use of the Software including but not limited to liability for loss of profits whether in the course of the Customer's business or otherwise, or arising from loss of data, and in no event will the Supplier be liable to Customer for special, indirect or consequential damages.

23.3 No claim or any action, regardless of form, arising out this Agreement shall be brought by Customer more than 2 years after such cause of action shall have accrued.

Article 24 – Publicity

24.1 Supplier shall be permitted to mention the Customer as a customer in its presentations, response to request for information, response to request for proposal and websites. Supplier shall be permitted for two press releases, i.e. one press release on the date of signing this Agreement and one press release on System live date. However, the Supplier shall not be permitted to publicize about the license sale in the press without the written permission of the Client.

Article 25 – Entire Agreement

25.1 This Agreement supersedes all prior agreements, arrangements and understanding between the parties and constitutes the entire Agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by written instruction signed by a duly authorised representative of each of the parties.

Article 26 - Services of Employee

26.1 The Parties undertake not to entice or to solicit the services of any person employed by the other during the term of this Agreement and for 12 months after its termination by lapse of term or for any reason whatsoever. However, if any of the Party in this Agreement enters into liquidation whether compulsory or voluntary or has a receiver appointed for all or any part of its assets or business undertaking or ceases to do business, the other Party may be allowed to entice or solicit the other Party's employee.

Article 27 – Notices

27.1 All notices which are required to be given there under shall be in writing and shall be sent to the address of the recipient set out in this Agreement.

NAME OF THE CUSTOMER

Name:
Job Title:
Phone:
Email Address:

MGS

Name:
Job Title:
Phone:
Email Address:

Article 28 – Audit

- 28.1** During the term of this Agreement and for a period of two (2) years thereafter, the Customer shall maintain complete, clear, and accurate records of the License usage and any other records necessary to demonstrate material compliance with the Agreement terms and conditions. Upon advance notice of 30 days, the Customer shall permit the Supplier or persons designated by Supplier (which may include Vendor or third party auditors) to audit relevant records of Customer to ensure compliance by Customer with its obligations to Supplier under this Agreement, including compliance with all applicable laws. Any such audit shall be conducted during regular business hours and in such a manner as not to interfere with the business activities of Customer. Customer shall promptly pay to Supplier any underpayments revealed by such audit, including any penalties considering the use of additional licenses being used without appropriate rights and applicable backdated as well as the late payment charges. Customer shall also promptly reimburse Supplier for the cost of such audit, if such audit reveals: (i) an underpayment by Customer or (ii) any material evidence that Customer has violated or breached any of the Agreement Terms and conditions. Supplier shall have the sole right to determine the methodology of audit and shall reserve the rights to use any tools or install the same or any other sophisticated method necessary or deem fit to effectively conduct such Audit. Customer hereby irrevocably agrees not to restrict or impose any restriction on Customer to hinder the Audit process. After the end of the Agreement/subsequent to the termination, the Supplier shall return to Supplier the Licensed Software Materials and all copies of the whole or any part thereof. The Customer shall further destroy the Licensed Software by erasing them from the magnetic media on which they are stored and certify the same in writing by an authorized person of Customer. The Customer shall have the undisputed and unchallengeable right to dispose all Licensed Software from the Customer's equipment's and systems including but not limited to the Licenses Software stored in back-up recovery or disaster management site. The Supplier shall provide prior notification in writing to Customer, if such task is to be carried out by Supplier at Customer premises. The Customer shall have the right to carry out such audit on half years basis within the 2 years period after the end of the Agreement term to ensure that no Licensed Software is in use by the Customer. Customer further confirms that it will not hinder the audit process by any means neither it will restrict the Supplier to collect any evidence or samples during such audits, any samples or evidence collected shall be treated as Customer Confidential Material and will not be used for any other purpose except to prove any violation or breach by the Customer.

Article 29 – Force Majeure

- 29.1** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, and riots, acts of war, political instability, earthquake, fire, and explosions. Nothing in this clause shall relieve the Customer from its obligations to make timely payments hereunder.

No delay in or failure of performance by either Party under this Agreement shall constitute default hereunder or give rise to any claim for damages or compensation if and to the extent caused by Force Majeure provided that the Party claiming Force Majeure shall have notified the other Party in writing, within ONE (1) WEEK after the event or circumstance begins to affect performance of the Agreement, of the nature of the circumstance or event and its anticipated effect on performance of the Agreement and as soon as practicable thereafter have provided the other Party with the supporting evidence thereof to adequately substantiate the claim to the other Party - and provided further that as soon as practicable after the circumstance or event ceases to affect performance the claimant Party shall have notified the other Party in writing setting forth the effect of the circumstance or event on its performance of the Agreement. Parties shall be responsible for taking all reasonable measures to mitigate the effects of Force Majeure to the project completion schedule should a Force Majeure situation arise.

Article 30 – Tax Retention

- 30.1** Customer will withhold 5% of each and every invoice as per law No. 55 of 1985 and as amended by Ministerial decree No. 8 of 2003 and Law No. 2 of 2008 which shall be released to Supplier as and when Supplier presents the tax clearance certificate issued by the Ministry of finance, tax department, Kuwait to Customer.

Article 31 – Law and Disputes

- 31.1** This Agreement shall be governed by and construed and enforced in accordance with the laws applicable in State of Kuwait. Disputes related to this Agreement shall be settled amicably. If amicable settlement fails, the dispute shall be referred to Kuwaiti Courts and dealt in accordance with Islamic Sharia Laws.

Article 33 – Agreement Certification

33.1 This Agreement is certified in two original copies; each of the two parties is provided with one original copy.

IN WITNESS WHEREOF, THIS AGREEMENT along with Schedules and Attachments has been executed by authorized representatives of the Parties hereto as of the Effective Date.

ON BEHALF OF Customer

ON BEHALF OF MGS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 1

Commercial | Technical | Financial Proposal containing the SOW, Price and Payment terms should be attached under this Schedule.

Services Breakdown

Description	Man/Days

Investment Overview

Professional Services

Description	Unit Price	Total

Maintenance Renewal

Description	Number of users	Total

Terms & Conditions:

Scope of Work:

SCHEDULE 2

GO live Certificate

CUSTOMER INFORMATION	
Customer Name:	
Address:	
Contract Reference and Date:	
Authorized Acceptor:	
Title / Position	

ACCEPTANCE INFORMATION	
Solution/Application Reference:	
Name: (and description)	
Date Submitted:	
Modification History:	

ARTICLE
<p>This is to certify that the Solution/Application specified in the acceptance information listed above are delivered, installed, and successfully tested by Supplier in the presence of the authorized acceptor as per the Agreement, and works according to the mutually agreed acceptance criteria.</p> <p>We hereby agree to accept the specified Solution/Application as being fully delivered and working. We also accept that SUPPLIER has delivered all the requirement of the referenced contract and the system can be taken into Live Operation.</p> <p>The acceptance date written below denotes the start of the Warranty Period as defined in the contract, for the referenced Solution/Application.</p>

ACCEPTANCE	
Date:	
Name:	
Signature	
Comments:	

REPAIRED BY	
Name and Date:	

These Schedules are certified in two original copies. Each of the two parties is provided with one original copy.

SCHEDULE 3

TRADE COMPLIANCE AND ANTI-CORRUPTION COMMITMENT

1. The Customer represents and warrants that it is familiar with the United States Foreign Corrupt Practices Act, the United Kingdom 2010 Bribery Act, and local anti-corruption laws in the country(ies) in which it operates (collectively, “Global Anti-Corruption Laws”). The Customer represents and warrants that it has complied fully with the Global Anti-Corruption Laws in its business dealings involving SUPPLIER. Specifically, the Customer represents and warrants that neither the Customer nor any of its shareholders, principals, directors, officers, employees or third party agents has authorized, offered, or made payment of money or anything of value, whether directly or through a third party, to any government official (no matter the rank of such person), political party, political party official, candidate for political office, employee of a state-owned or state-controlled entity, or employee of a public international organization (each a “Covered Person”) or to any close family relative of a Covered Person for the purposes of: (a) influencing any act, decision or failure to act by any Covered Person in his or her official capacity; (b) inducing a Covered Person to use his or her influence to affect any act or decision of any government body or public international organization; or (c) securing any improper advantage, in each case in connection with its business dealings with SUPPLIER. The Customer further represents and warrants that it will comply fully with the Global Anti-Corruption Laws in all of its business dealings and will not take any actions that may result in violation of such laws.
2. The Customer represents and warrants that it has informed its shareholders, principals, directors, officers, employees, and third party agents of the Global Anti-Corruption Laws and has directed them to fully comply with such laws.
3. The Customer represents and warrants that the Customer’s management has the power to take the steps necessary and appropriate to secure compliance by the Customer, its shareholders, principals, directors, officers, employees, and third party agents with the Global Anti-Corruption Laws. The Customer has adopted and implemented, or shall promptly adopt and implement, a code of conduct that requires its shareholders, principals, directors, officers, and employees to abide by the Customer’s obligations under this Agreement and the Global Anti-Corruption Laws. The Customer shall use good faith efforts to encourage the third parties whom it engages with to adopt a code of conduct or other policy mandating compliance with the Global Anti-Corruption Laws. Moreover, the Customer’s shareholders, principals, officers, directors, and employees who interact with third parties and government officials in connection with SUPPLIER business transactions, shall take annual compliance training that addresses (a) corruption risks; (b) appropriate gifts to, and entertainment with, Covered Persons; (c) the need to maintain accurate accounting and expense records; (d) the need for transparent procurement processes; (e) commercial bribery prohibitions; and (f) other topics that relate to the Customer’s business dealings with SUPPLIER.
4. The Customer agrees to document accurately and fully in the Customer’s books and records, as well as in reports or other documents provided to SUPPLIER, all transactions related directly or indirectly to this Agreement and any other contract between SUPPLIER and the Customer. This requirement applies to all of the Customer’s business dealings with SUPPLIER, including but not limited to sales and marketing, entertainment with SUPPLIER personnel, promotion of SUPPLIER’s products, conference sponsorships, and travel. All pricing information, discounts, and expenses related to transactions or events in any way involving SUPPLIER shall be supported by complete and accurate documentation, including without limitation contracts, purchase orders, discount approval requests, invoices, receipts, proof of delivery, and proof of payment. Such records shall be maintained for three years after expiration of the contract to which they relate or three years after expiration of this Agreement, whichever is later, and shall be made available to SUPPLIER upon reasonable notice, even after the expiration of this Agreement, to ensure compliance with Global Anti-Corruption Laws.
5. The Customer agrees to handle and disburse funds related to all transactions involving SUPPLIER strictly in accordance with and as contemplated by the express terms of a duly authorized contract between the Customer and SUPPLIER. Neither the Customer nor anyone acting on its behalf or at its direction shall establish or maintain any undisclosed or unrecorded fund or asset for any purpose in connection with business dealings involving SUPPLIER. No side agreements or other arrangements (other than duly authorized written amendments of the applicable contract) may be entered by the Customer for the use of funds or assets in business dealings in any way related to or involving SUPPLIER. Any request to create an undisclosed fund or to enter into

a verbal or written side agreement shall be reported to SUPPLIER promptly (and in no case more than seven (7) days after the request is communicated to the Customer) by sending an email to SUPPLIER.

6. The Customer represents and warrants that neither the Customer nor its agents shall use any portion of any discount granted by SUPPLIER for purposes inconsistent with the Global Anti-Corruption Laws. The Customer represents and warrants that the Customer will provide truthful and accurate information to SUPPLIER when seeking approval for non-standard discounts and will apply all non-standard discounts in accordance with the written justification submitted to SUPPLIER, the terms of the applicable contract with SUPPLIER, and the Global Anti-Corruption Laws.
7. The Customer represents and warrants that all marketing, sponsorship, and entertainment activities funded by the Customer and in any way involving or benefiting SUPPLIER shall be conducted pursuant to the applicable contract between the Customer and SUPPLIER, SUPPLIER's policies, and the Global Anti-Corruption Laws. Only reasonable and customary marketing, sponsorship, and entertainment activities, with a clear business purpose of promoting or demonstrating SUPPLIER's or the Customer's products and services or performing a contract related to SUPPLIER, shall be funded. All expenses related to marketing, sponsorship, and entertainment activities must be transparently, accurately, and fully recorded in the Customer's books and records, and must be supported by appropriate documentation, including any required pre-approvals, contracts, purchase orders, invoices, receipts, proof of delivery, proof of payment, and due diligence reports on any third parties retained by the Customer to provide services related to SUPPLIER. Such records shall be maintained for three years after expiration of the contract or conclusion of the event to which they relate or three years after expiration of this Agreement, whichever is later, and shall be made available to SUPPLIER upon reasonable notice, even if after the expiration of this Agreement, to ensure compliance with Global Anti-Corruption Laws.
8. The Customer represents and warrants that none of its shareholders, principals, directors, officers, employees or third party agents with management or policy-making responsibilities who is a Covered Person, or a close family relative of a Covered Person, shall use his or her position to improperly influence the award or retention of business or to secure a business advantage for SUPPLIER. If any Covered Person working at or for the Customer with management or policy-making responsibilities is involved in any SUPPLIER transaction involving public sector end users, his or her involvement shall be fully, accurately and promptly disclosed to SUPPLIER in writing, in advance of any contemplated transaction. In addition, no such person shall be involved in any SUPPLIER transaction involving public sector end users over whom he or she exercises oversight, decision-making or other authority.
9. The Customer agrees that any violation of the representations, warranties, or provisions in this Agreement will constitute just cause for SUPPLIER's immediate termination, without notice and without liability to SUPPLIER, of any and all existing contractual relationships between the Customer and SUPPLIER. Conduct that reflects a breach of the representations, warranties, or provisions of this Agreement, including the creation of side funds, preloading (i.e., booking an order without a confirmed order in writing from the end-user), and the failure to document any order accurately and fully in the Customer's books and records, need not be investigated or prosecuted by regulators to qualify as a violation triggering termination.
10. During the term of this Agreement and for three years thereafter, the Customer agrees to permit SUPPLIER access to all documents and information deemed necessary by SUPPLIER to verify the Customer's compliance with this Agreement and the Global Anti-Corruption Laws. The Customer shall cooperate fully and within 30 days of receiving a request from SUPPLIER seeking such access. SUPPLIER shall use and retain the documents and information provided by the Customer solely for the purpose of verifying the Customer's compliance with this Agreement and the Global Anti-Corruption Laws. Such documents may include underacted end user contracts and documentation supporting any expense incurred in connection with SUPPLIER business. The Customer will obtain from applicable third parties the written consent necessary to provide SUPPLIER with access to such documents. To the extent such documents and information have been treated as confidential by the Customer or third parties from whom the data is received and have not otherwise been shared with members of SUPPLIER's sales operations, SUPPLIER agrees to keep the documents in confidence and to make them accessible only to a limited group of SUPPLIER representatives who are responsible for developing, maintaining and enforcing SUPPLIER's compliance policies and business practices and are not directly involved in SUPPLIER's sales operations.

11. The Customer shall alert SUPPLIER immediately upon (and in no case more than seven (7) days after) becoming aware of any threatened or actual violation of the Global Anti-Corruption Laws or any provision of this Agreement in connection with any business, directly or indirectly, involving SUPPLIER by sending an email to SUPPLIER. Should the Customer have any questions or concerns about Supplier obligations under this Agreement or the Global Anti-Corruption Laws, the Customer may request assistance from or raise such issues with SUPPLIER by sending an email to the same address.
12. The Customer will indemnify and hold SUPPLIER, SUPPLIER Group, and Supplier subsidiaries, parent companies, and affiliates harmless from any and all claims, losses and liabilities resulting from any breach of the Customer's obligations under this Agreement. The obligations under this Agreement shall survive the termination or expiration of this Agreement.
13. Customer further confirms that it is aware and will strictly abide and comply with important trade compliance regulations. The information provided below is primarily related to the U.S. Dept. of Commerce, Export Administration Regulations. It is the responsibility of the Customer to ensure that its use of software provided by SUPPLIER or resale transactions do not violate the export control regulations enacted by U.S., or local government law. The level of control applied to a transaction is determined by the government-designated classification of the product in combination with the country of destination. Based on the product classification, certain technology, computer and telecommunication products may require formal export license approval as defined within the scope of the applicable regulations. These types of products include but are not limited to:
 - Hardware, software and technology products with high levels of encryption functionality.
 - Certain network infrastructure products such as high-end routers or switches designed for high volume communications.
 - Products exported to foreign government end-users.
 - Certain network infrastructure products exported to foreign telecommunications companies and Internet Service Providers (ISP's).
14. Products purchased from SUPPLIER must not be sold to any person, entity or business listed on any of the denial lists published by authorities governing the transaction including the local government. It is illegal for a U.S. Customer or its foreign subsidiaries to conduct export business with a Customer or individual listed on any of the U.S. Government's denied parties lists, including but not limited to the Table of Denial Orders, Entity List, or the Specially Designated Nationals List. Customer shall not, without a license and written consent from SUPPLIER, export or re-export SUPPLIER products or services to embargoed destinations and terrorists supporting countries identified.
15. Customer shall not, without a license and written consent of SUPPLIER, knowingly or unknowingly, directly or indirectly resell any item to end-users involved/engaged in the proliferation of nuclear, chemical or biological weapons, or in missile technology development.
16. If Customer delivers the products to any other party or re-sells to an intermediate reseller who may sell or use the Customer products outside its territory identified in this Agreement, Customer acknowledges and agrees that it shall advise such party i.e. customer or reseller that SUPPLIER products are controlled for export by the U.S. Department of Commerce and that the SUPPLIER products may require authorization prior to export from Customer identified Territory.
17. Customer agrees that it will not export, re-export, or otherwise distribute SUPPLIER products, or direct products thereof, in violation of any export control laws or regulations of the United States. Customer warrants that it will not export or re-export any of SUPPLIER products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities. Customer further warrants that it will not export or re-export, directly or indirectly, any of SUPPLIER products to embargoed countries or sell SUPPLIER products to companies or individuals listed on the Denied Persons List, the Entity List, the Specially Designated Nationals List, and any other denied party list published by the U.S. government.

18. Customer confirms that it has read this Trade Compliance and Anti-Corruption Commitment and agrees with the text and acknowledges the restrictions made herein. Customer agrees that it shall hold SUPPLIER harmless and indemnify SUPPLIER against all claims, fines and costs in the event SUPPLIER is named in any action, civil or otherwise, as a result of Customer's breach of its representation to SUPPLIER under this Agreement.

19. Customer agrees to promptly notify SUPPLIER in writing of any changes in the control or ownership of Customer's business and any detrimental changes to Customers' financial situation.

Accepted:

ON BEHALF OF Customer

ON BEHALF OF MGS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____