

AGREEMENT

For WallPost ERP



This Agreement for WallPost ERP Service ("**Agreement**") is made on the [____] ("**Effective Date**") by and between:

OOREDOO Q.P.S.C., a Qatari Public Shareholding Company duly incorporated and existing under the Law No. 21 of 1998 and having its registered office in 100 West Bay, Dafna, Corniche road, OOREDOO Tower, P.O Box 217 Doha Qatar, on the one part (hereinafter referred to as "**OOREDOO**"); and

[.....] (hereinafter referred to as "**CUSTOMER**").

Hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

The Parties have agreed to enter into a commercial arrangement as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have been agreed as follows:

Purpose of the Agreement:

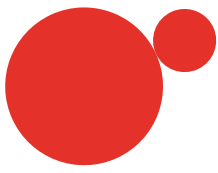
1. This Agreement covers WallPost ERP Service and OOREDOO shall provide the Services in accordance with the provisions of this Agreement.
2. This Agreement consists of the following documents:
 - i. Appendix A – General Terms and Conditions;
 - ii. Appendix B – Statement of Work ("**SOW**"); and
 - iii. Appendix C – Commercial Proposal
3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement once signed.
4. Any reproduction of this Agreement and its Schedules, Appendices or Interrelated Agreements made by reliable means (for example, photocopy or facsimile) is considered an original; and
5. This Agreement constitutes the complete agreement regarding the Services defined herein and replaces any prior oral or written communications between the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed in duplicate, intending each duplicate to serve as an original as at the Agreement Effective Date.

Accepted by:
On behalf of [CUSTOMER Name]

By: _____
Authorized Signature

Name: (Type or Print) and Date



1.0 Definitions

“Acceptance” means signing of an Acceptance Certificate that each of the Services has met its Completion Criteria.

“Acceptance Certificate” means a certificate, which signifies that a Service or applicable milestone has achieved the Completion Criteria defined.

“Completion Criteria” means the various criteria specified in the relevant Statement of Work or subsequently mutually agreed by the Parties in writing.

“Confidential Information” shall mean any proprietary information, trade secrets, processes, price list, data, know-how (whether it is technical in nature or not), and, research, development, policies, technology, design, equipment, software and business activities strategies, or any other information of the disclosing Party which is either marked or stated to be confidential by the disclosing Party to the other Party, or is by its nature reasonably treated as confidential.

“Deliverable” means those Services which each Party delivers to meet a milestone or Completion Criteria.

“Derivative Work” means a work based on Pre-existing Materials, including a compilation. A Derivative Work prepared without authorization of the copyright owner of the Pre-existing Materials would be a copyright infringement.

“Developed Works” means all work product (including software and its Externals) developed in the performance of this Agreement as described in a SOW. Developed Works do not include Preexisting Materials, Tools, licensed program products, or items specifically excluded in a SOW.

“Documentation” means documentation provided as part of, or to support a deliverable and as specified in the Statement of Work.

“Equipment” means a machine, its features, elements, cables, or accessories, or any combination of them. The term Equipment includes the documentation required to install, support, use, and maintain the Equipment.

“Intellectual Property Rights” shall mean any and all rights in any invention, discovery, improvement, patent, copyright, trade mark, mask work right or circuit layout and any and all rights of whatever nature in computer software and data, trade secrets, know-how, drawings, specifications, documents, plans} reports, diagrams and other data that has been reduced to writing (whether in physical or electronic form), and any and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted applications for any of the foregoing.

“Products” mean hardware and software specified in the SOW (Annex-B).

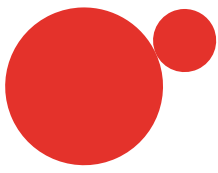
“Project Plan” means the description of the tasks, their durations and interdependencies, and the resources allocated to them that make up the Project. Project plan shall be as per the SOW (Annex-B).

“Required Consent” means any consents or approvals required to give each Party the right or license to access, use and/or modify (including creating derivative works) the other Party or a third party's software, hardware, firmware and other products used by each Party without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

“Software” shall mean the software OOREDOO provide to CUSTOMER as part of the Services for use under this Agreement.

“Service(s)” means the performance of a task or project, as more detailed defined in the SOW.

“Service Term” means the Term set forth in the Commercial Proposal. This term shall commence upon the issuance of a “Notice of Activation”.



"User" shall mean the individual who are authorized by CUSTOMER to use the Services, for whom subscriptions to a Service have been purchased. Users may include but not limited to CUSTOMER's employees and consultants.

2.0 Structure of Agreement

In the event of any conflict between the General Terms and Conditions of this Agreement and the terms of a Statement of Work, the terms of the Statement of Work shall prevail to the extent of removing such conflict. In the event of any conflict between the Statement of Work and, Appendices or Interrelated Agreements, Appendices or the Interrelated Agreements shall prevail to the extent of removing such conflict.

3.0 The Statement of Work (Appendix B)

Each Party agrees to provide the Services described in the Statement of Work.

The Statement of Work includes:

- i. the scope of the Services;
- ii. both Parties respective responsibilities;
- iii. details of the Deliverables each Party shall provide;
- iv. the specific conditions (called the "**Completion Criteria**"), if any, that each Party is required to meet to fulfill its obligations;
- v. an estimated appendix or Project Plan for the Services that each Party provide for planning purposes;
- vi. any other mutually agreed terms.

4.0 Changes to the Agreement and the Statement of Work

When both Parties agree to change the terms and conditions of this Agreement and its Statement of Work, the Parties shall prepare a written description of the change ("**Change Authorization**"), which shall be signed by both Parties. The terms of a Change Authorization prevail over those of the Statement of Work and any of its previous Change Authorizations.

Any change in a Statement of Work may affect the charges, estimated schedule, or other terms under this Agreement.

5.0 Personnel

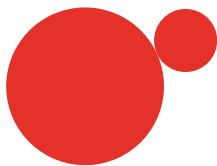
Both Parties shall authorize a competent representative to act for each of them.

Each shall:

- 5.1 address all notices to the other's representative; and
- 5.2 promptly notify the other in writing if this person is replaced. Each Party is responsible for supervising and controlling only its own personnel.

6.0 Non Solicitation of Employees

Both Parties agree that during and for one year following the completion of the Services engagement period, neither Party shall directly solicit for employment personnel of the other assigned to the Services engagement. This does not prohibit either Party from giving consideration to any application for employment submitted on an unsolicited basis or in response to a general advertisement of employment opportunities.



7.0 Fees and Payment

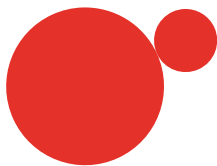
- a. Fees. Unit price of the Services and its related pricing conditions shall be described in Annex C Commercial Proposal. CUSTOMER agrees to pay all the fees specified in this Agreement and other additional Services Fee mutually agreed between the Parties. All fees due under this Agreement are non-cancelable and any amount paid are non-refundable. Upon the expiry of the Initial Agreement Term, Ooredoo shall have the right to revise the Service Charges.
- b. Invoicing and payment. Unless otherwise specified in Annex C Commercial Proposal, all amounts are due and payable within thirty (30) days from the date of invoice. All invoices shall be made in full and paid in Qatari Riyal without deduction, set-offs, counterclaims or any tax related withholding or deduction. All payments shall be made by telegraphic transfer to Ooredoo's bank account. All bank charges in connection with the payment hereunder or caused by CUSTOMER shall be borne by CUSTOMER.
- c. In case any payment from CUSTOMER becomes due and remains unpaid for fifteen (15) days after its due date, Ooredoo may, without limiting its other rights and remedies in this Agreement or under the applicable laws, suspend Services until such amounts are fully paid.
- d. Payment Disputes. In case any Party has a dispute over an invoice, a written notice shall be sent to the other Party within seven (7) days after receipt of the invoice, notwithstanding the dispute amount, CUSTOMER shall pay all undisputed amounts as they become due. The Parties shall discuss in good faith to resolve the dispute.

8.0 Taxes

- a. Subject to section 8 sub-section e, all taxes levied on Ooredoo or CUSTOMER shall be borne by either Party respectively in accordance with the applicable tax laws and regulations in the Territory.
- b. If there is any change on the rates of existing taxes, new taxes are levied existing taxes are abolished, or any change on the interpretation or implementation of any tax is adopted ("**Tax Changes**"), subsequent to the entering into this Agreement Ooredoo shall reserve the right to make equitable adjustment of the price with the full consideration of such tax changes.
- c. The Parties shall work together to ensure that the Agreement is implemented in a tax efficient manner, and CUSTOMER shall provide all necessary support to Ooredoo for the application of any preferential tax treatment with appropriate governmental tax authorities, where applicable. If there is any additional tax costs or liabilities caused by CUSTOMER's non-compliance, CUSTOMER shall be solely and exclusively liable to bear and settle with the appropriate governmental authorities the taxes not withheld or deducted, along with any penalties and other charges associated therewith the Taxes and determined based upon the Taxes.
- d. Value Added Tax ("**VAT**"): The fees under this Agreement is exclusive of VAT. CUSTOMER shall bear and promptly pay to Ooredoo any amount in lieu of VAT according to the tax laws and regulations of the Territory (State of Qatar). Such VAT shall be paid to Ooredoo in accordance with the payment schedule and in addition to the corresponding payments set out in Annex C Commercial Proposal. For the avoidance of doubt, VAT means any value-added tax or similar consumption tax under the value added tax law in the State of Qatar.

9.0 Subcontracting

OOREDOO reserves the right to employ subcontractors to assist while providing any part of the Services, OOREDOO agrees that in employing a subcontractor, OOREDOO shall not be relieved of its liabilities or obligations under this Agreement and OOREDOO shall be liable for the acts, defaults, and negligence of any subcontractor or any employee or agent of the subcontractor.

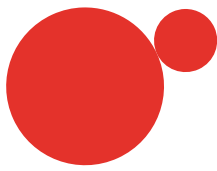


10.0 Intellectual Property Rights

- a. No license, rights or interest in any trademark, trade name or service mark of OOREDOO or any third party from whom OOREDOO has acquired license rights is granted under this Agreement. This ownership extends to all copies and portions of these items, and all improvements, enhancements, modifications and derivative works to these items.
- b. CUSTOMER's right to use the Services is a limited right to use, not a transfer of ownership or title, to the Services, Software, and associated documentation.
- c. CUSTOMER's rights to use the Software and associated documentation are limited to those rights expressly granted by this Agreement.
- d. CUSTOMER shall not obtain any other rights to the Software, associated documentation, or Services or any related Intellectual Property Rights in the Software

11.0 Indemnification:

- i. Customer agree to defend OOREDOO, its subsidiaries, affiliates and/or their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, business and promotional partners, operational service providers, suppliers, partners and contractors ("**Indemnified Parties**") against any and all claims, demands and/or actions, and indemnify and hold the Indemnified Parties harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement, infringement, violation or noncompliance with any law or regulation, as well as any use, alteration, or export of the Product. Ooredoo reserves the right to assume, at Customer's expense, the exclusive defense and control of any claims or actions and all negotiations for settlement or compromise, and Customer agrees to fully cooperate upon request.
- ii. Ooredoo shall defend Customer against any third party claim that the Product infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Customer's actions) ("**Infringement Claim**") and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement. The foregoing obligations are applicable only if Customer: (i) promptly notifies Ooredoo in writing of the Infringement Claim; (ii) allow Ooredoo sole control over the defense for the claim and any settlement negotiations; and (iii) reasonably cooperate in response to Licensor's requests for assistance. Customer shall not settle or compromise any Infringement Claim without the prior written consent of Licensor.
- iii. If the alleged infringing Product becomes the subject of an Infringement Claim, Ooredoo shall, at its option and expense, do one of the following: (a) procure the rights necessary for Customer to make continued use of the Product; (b) replace or modify the Product to make it non-infringing; or (c) terminate the license to the Product and discontinue the related support services, and, upon Customer's certified deletion of the Product, issue a pro rata refund of the prepaid fees for the remaining portion of the term (if applicable).
- iv. Ooredoo shall have no obligation with respect to any claim based on: (a) a combination of the Product with non-Ooredoo Products; (b) use for a purpose or in a manner for which the Product was not designed; (c) use of any older version of the Product when use of a newer Product version would have avoided the infringement; (d) any modification to the Product made without Licensor's express written approval. THIS INDEMNIFICATION SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND OOREDOO'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.



12.0 CUSTOMER Data

- a. CUSTOMER retains all ownership and intellectual property rights in and to CUSTOMER Data. OOREDOO undertakes to make no claim to CUSTOMER Data and shall not sell CUSTOMER Data to any third party. CUSTOMER warrants that it has sufficient lawful non-infringing rights to the CUSTOMER Data.
- b. CUSTOMER shall be solely responsible for its CUSTOMER Data and its use of the Services. In no event shall OOREDOO be liable to CUSTOMER or its CUSTOMERs for any loss or damages arising from any CUSTOMER Data. OOREDOO cannot guarantee the accuracy of any CUSTOMER Data provided by CUSTOMER or by other Users.

13.0 Rights Granted

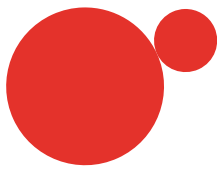
OOREDOO, acting as a distributor for and on behalf of its Supplier(s) or any of its Affiliates hereby grants:

- a. CUSTOMER a nontransferable, nonexclusive, limited license to use the Product in machine-readable form.
- b. CUSTOMER shall not reverse engineer, decompile or disassemble the Product.
- c. CUSTOMER may make one (1) copy of the Product and any documentation that is provided along with the Product, whether in hardcopy or in electronic form, for archival and backup purposes only. All copies must bear the copyright notice(s) of OOREDOO contained in or on the original Licensed Software.
- d. CUSTOMER acknowledges and agrees that title to the Product and all of the intellectual property embodied therein, including without limitation, all copies of the Product, remains in OOREDOO or in the third parties from whom OOREDOO has been granted a license.
- e. CUSTOMER acknowledges and agrees that it does not have and does not hereby acquire any title to or ownership of the Product including, without limitation, any copies of the Product.
- f. CUSTOMER acknowledges that certain components of the Product may be patented and protected under both domestic and international patent laws and that the Product is copyrighted and protected under both domestic and international copyright laws. CUSTOMER specifically agrees to respect and preserve Licensor's patents and/or copyrights therein and agrees that as a matter of contract, the patent and/or copyright laws may be enforced to their fullest extent against CUSTOMER.
- g. CUSTOMER shall not sublicense the Product or distribute copies thereof to third parties. OOREDOO shall have the right to assign this Agreement, in whole or in part, and any or all of its rights, obligations and privileges hereunder. CUSTOMER shall not assign its rights or obligations under this Agreement without OOREDOO's express prior written consent, such consent to be granted or withheld at OOREDOO's sole discretion. Any assignment of this Agreement by CUSTOMER, in whole or in part, without the consent of OOREDOO, shall be null and void.

14.0 Support Services.

OOREDOO shall provide to CUSTOMER the following basic support for the Services during the Agreement Term at no additional charge.

- a. Telephone and/ or electronic support of any incident request in relation to the Software raised by CUSTOMER.
- b. Bug fixes and code corrections to correct Software malfunctions in order to bring the Services into substantial conformity with the purchased functions and features.
- c. All extensions, enhancements or other changes that OOREDOO makes or adds to the Services and that OOREDOO offers to all other subscribers of the Services.



- d. Service Levels. The Services provided by OOREDOO shall abide by the Service Level Agreement (SLA) as stated in Annex C Commercial Proposal

15.0 Limitation of Liability

- a. The aggregate liability of each Party under this Agreement is limited to direct damages shall be limited to the aggregate amount received by Ooredoo for Services performed under this Agreement during the last six (6) months immediately preceding the incident resulting in such liability.
- b. Neither Party shall be liable for indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, unless otherwise expressly stated in this Agreement.

16.0 Mutual Responsibilities

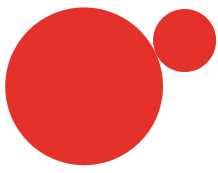
Both Parties agree that under this Agreement:

- a. neither Party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication;
- b. that both Parties are independent contractors and this Agreement is non-exclusive and that each Party is free to enter into similar agreements with others. Neither Party is a legal representative or legal agent of the other, nor does this Agreement create a joint venture between the Parties;
- c. neither Party shall assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized;
- d. each Party may communicate with the other by electronic means and such communication is acceptable as a signed writing;
- e. that the Agreement and all associated communications, both oral and written, shall be in the English language;
- f. each Party shall allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- g. neither Party shall bring a legal action more than two years after the cause of action arose, unless otherwise provided by local law without the possibility of contractual waiver and
- h. neither Party shall not assign, or otherwise transfer, this Agreement or its rights under it, delegate obligations, or resell any Service, without prior written consent from the other Party unless otherwise permitted under this Agreement.

17.0 CUSTOMER's Other Responsibilities

CUSTOMER agrees:

- a. that CUSTOMER is responsible for the results obtained from the Services;
- b. that CUSTOMER is responsible for ensuring the protection of the data and records on their systems by following accepted international business continuity and recovery processes to ensure that there is no loss or corruption of data;
- c. to provide OOREDOO with sufficient, free, and safe access to CUSTOMER's facilities for OOREDOO to fulfill its obligations;
- d. CUSTOMER shall be responsible for procuring the internet link access connection with sufficient bandwidth. OOREDOO shall not be responsible for the failure of the internet link/ access connection;
- e. CUSTOMER shall use reasonable efforts to prevent unauthorized access to or use of the Services, and notify OOREDOO promptly of any such act.



18.0 Agreement Term:

“Agreement Term” shall commence from the Effective Date until expiry of the Service Term and may be extendable on such price, terms and conditions as may be mutually agreed between the Parties.

Renewal of Service term. Following the Initial Agreement Term, the Agreement period shall automatically renew up to multiple times, each time for additional one (1) year period, unless terminated earlier in accordance with the Agreement. If a Party elects not to renew the Agreement, such Party shall provide written notice of that intention to the other Party at least 6 months before the expiry of the Agreement. In case of a renewal in the Agreement Initial Term, OOREDOO shall have the right to revise the Service charges.

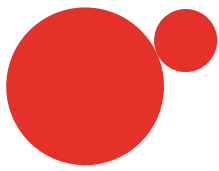
19.0 Termination

- a. Ooredoo may terminate this Agreement upon written notice to Customer if:
 - i. Customer fails to make any payment when due and fails to remedy such late payment within seven (7) days of receiving written notice thereof; or
 - ii. Customer materially breaches any other provision of this Agreement and fails to remedy such default within thirty (30) days of receiving written notice thereof.

- b. If the customer terminates the Agreement after the ERP system goes live and before the end of the Initial Agreement Term or if Ooredoo terminates the Agreement pursuant to Clause 19 (a), the Customer shall be liable to pay a cancellation fee calculated as follows:
 - i. the cancellation fee shall be equivalent to the monthly fees due for the remainder term of the Initial Agreement Term.
 - ii. If the Customer terminates the Agreement before the ERP system goes live/during the implementation phase exclusively due to Ooredoo’s failure to deliver the services in accordance with the terms of this Agreement, the Customer shall provide Ooredoo with fifteen (15) working days notice to remedy the default.
 - iii. Upon expiration of the aforementioned notice period and provided that Ooredoo has failed to successfully remedy the entire default, the Customer may terminate the agreement with immediate effect. The termination date shall occur on the date of the expiration of the fifteen (15) working days notice.

- c. Upon termination of the Agreement, all obligations shall cease to exist with the exception of:
 - i. Rights and obligations that have already accrued but are not satisfied at termination; and
 - ii. Any provision of this Agreement expressed to survive its termination.

- d. Upon Termination of this Agreement CUSTOMER shall immediately discontinue use of the Product and Services provided under this Agreement. In such event, the license and rights granted herein shall expire and be terminated and CUSTOMER shall have no further rights or access to the Product, and CUSTOMER shall promptly destroy or return to OOREDOO all copies in CUSTOMER’s possession.



20.0 Notices

Any notices or requests to be given under the terms or provisions of this Agreement shall be in writing in the English language and properly served by sending the same by registered mail or facsimile to the following respective addresses and fax numbers of the parties hereto:

CUSTOMER

Attn:

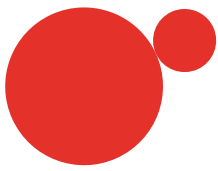
Tel. No. +

Fax. No. +

OOREDOO

Attn:

OOREDOO Q.P.S.C., 100 West Bay Centre,
Corniche Road, P.O. Box 217



21.0 Confidentiality

- a. The Parties hereby undertakes to keep and maintain the Confidential Information received from the other Party during the term of this Agreement in strict confidence and to use it only in accordance with the purpose of fulfilling this Agreement.
- b. CUSTOMER understands and agrees that the Product contains Trade Secrets and Proprietary Information of Licensor and as a result is considered a valuable commercial asset. Customer agrees that it shall not provide, disclose, license or otherwise make available the Product or any copies, modifications, alterations or enhancements, to any person or entity other than Licensor as provided herein.
- c. The Parties hereby agrees to use all reasonable efforts to take such actions as may be necessary and appropriate to prevent the unauthorized use and the disclosure of the same, and to keep and maintain all such Confidential Information in strict confidence, including but not limited to:
 - a. Ensuring that such Confidential Information is disclosed only to responsible employees of respective Parties who have a bona fide need to know such Confidential Information and who have been properly instructed to maintain such Confidential Information in strict confidence; and
 - b. Not to disclose to any third party any Confidential Information; and
 - c. To safeguard all documents and/or information against theft, damage, loss or access by unauthorized persons.
- d. Nothing contained in this Agreement shall be construed as conferring any right to use any name, trademark or other designation of either Party hereto, including any contraction, abbreviation, or simulation of any of the foregoing, in advertising, publicity or marketing activities. Neither Party shall advertise or publish any information related to this Agreement without the prior approval of the other Party.
- e. The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, the provisions in relation to the Confidential Information shall survive this Agreement and shall be continuing obligations for a period of five (5) years from the date hereof, except in respect of trade secrets under applicable laws, where such obligations shall be perpetual.
- f. Upon the termination of this Agreement, both Parties shall promptly return to the other Party (or otherwise dispose of as the Party may instruct) all documentation and/or materials (in hard and soft copy) and/or any copies or extracts thereof containing Confidential Information.
- g. The recipient of the Confidential Information shall establish and maintain adequate security measures (including any reasonable security measures proposed by the disclosing party from time to time) to safeguard the Confidential Information from unauthorised access or use.
- h. The restrictions in this Clause 21 do not apply to the extent that any Customer Data/Confidential Information is required to be disclosed by Qatari law or regulation or judicial, regulatory authority or governmental order/request provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.



22.0 Disclaimer of Warranty:

OOREDOO makes no warranties or representation to CUSTOMER or any third party concerning the operation or performance of any product or the validity or enforceability of any intellectual property rights. unless otherwise mandated by applicable law, licensor expressly disclaims all warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose and any implied warranty arising from course of performance, course of dealing or usage of trade.

23.0 Force Majeure

Neither Party shall be in default, or liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected Party, provided such Party immediately notifies the other. These include Acts of God, War (declared and undeclared), riots, civil commotions, revolutions, hostilities, strikes, epidemics, accidents, fire, floods, earthquakes, explosions, blockades, embargoes, nuclear hazards, extreme weather conditions and any other cause similar to the kind herein mentioned or of equivalent force occurring, which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen, which renders impossible the fulfillment of the Agreement.

If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations shall be suspended. In the event Force Majeure prevents either Party from performing or continuing to perform its obligations for a period of more than two (2) months, either Party may immediately terminate this Agreement on providing notice in writing to the other Party.

The Party claiming a Force Majeure shall take all actions, which are reasonable under the circumstances to overcome any such cause of prevention or delay and to proceed with the performance of its obligations hereunder.

If the Agreement is terminated pursuant to this clause, the Parties agree to follow the rules of termination as defined in this Agreement in respect of payment for the Services provided.

24.0 Reservation

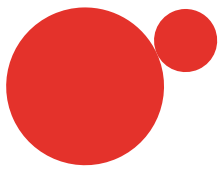
Ooredoo and its subcontractors shall not be obligated to fulfil this Agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

25.0 Waiver

The waiver by either Party of any breach or Default hereunder shall not be construed as a waiver by such Party or the other Party of any subsequent breach or Default of the same or any provision hereunder.

26.0 Publicity

No public announcement or press release in connection with the signature or subject matter of this Agreement shall be made or issued by Company without the prior written approval of OOREDOO.



27.0 Severability

In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise impeded to the fullest extent permitted by applicable laws.

28.0 Settlement of Disputes

28.1 Any dispute, controversy or claim arising out of or in connection with the Agreement shall be finally resolved in accordance with this Article 28:

28.2 The matter shall first be referred in writing by an authorized person of the Party making the claim (the "Claimant") to an authorized person of the other party (the "Respondent"). Each authorized person shall be a CXO of the relevant Party. The notice of claim should contain reasonable details regarding the grounds for the claim and the amount claimed. The two (2) authorized persons, or representatives they appoint, shall discuss in good faith a fair resolution of the dispute.

28.3 If for any reason the dispute is not resolved in accordance with Article 37.2 within three (3) weeks of the date the notice of claim was received by the Respondent, then the matter may be referred by either Party for resolution to Authorized Persons at the head offices of the Claimant and Respondent. The two (2) Authorized Persons, or representatives they appoint, shall discuss in good faith a fair resolution of the dispute.

28.4 If for any reason the dispute is not resolved in accordance with Articles 37.2 and 37.3 within six (6) weeks of the date the notice of claim was received by Respondent, then the matter may be referred by either Party for resolution to settlement proceedings ("ADR") under the Rules of Conciliation of the Qatar International Center for Conciliation and Arbitration ("QICCA").

28.5 If for any reason the dispute has not been resolved pursuant to the said Rules within forty-five (45) days following the filing of a request for ADR, or within such other periods as the Parties may agree in writing, such dispute may be referred to arbitration for final resolution by either Party, such arbitration to be conducted under the QICCA Rules of Arbitration (the "Rules").

28.6 The number of arbitrators appointed in accordance with the said Rules shall be one, if the amount in dispute is QAR 10 million or less, and if the amount is greater, by three arbitrators.

28.7 The seat of the arbitration shall be Doha, Qatar.

28.8 No Party may be compelled to produce evidence, provided that the arbitrator(s) may draw inferences from the refusal of a Party to reply to a reasonable request to produce readily available and directly relevant evidence.

28.9 The arbitration proceedings shall be conducted in the English language, and the award shall be in English.

28.10 The Parties agree that a final determination in such arbitration proceeding shall be final and binding, and may be enforced in any relevant jurisdiction in any manner provided by law.

28.11 This Article 28 shall not prevent either Party from obtaining injunctive or interim relief from a court of competent jurisdiction to preserve the status quo during the resolution of the dispute or the enforcement of an award.

29.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar and shall be deemed to be executed in Doha, Qatar.