

Maintenance Agreement (MA)

This Master Agreement is made between

Telecommunication and Networks Co. Ltd (TEN)

and

("The Customer")

MA Number

Effective Date

Minimum Term (months)

This document accurately sets forth our joint agreement and is signed by and on behalf of the Customer and TEN.

Customer Address ;

.....

.....

Invoice Address of Customer ;

.....

.....

Signed on behalf of Customer;

.....

..... [Printed Name]

..... [Capacity] [Date]

Signed on behalf of TEN ;

.....

..... [Printed Name]

..... [Capacity] [Date]

Definitions:

'You'	- means The Customer and expressions such as 'you' shall bear the corresponding meaning
'We'	- means Telecommunication and Networks Co. Ltd (TEN), and expressions such as 'our' and 'us' shall bear the corresponding meaning
First Party	- means The Customer
Second Party	- means Telecommunication and Networks Co. Ltd (TEN), The Supplier
'Software'	- means original modified or updated application software referred to in schedules to this agreement and signed by us
'Equipment'	- means data, voice and video communications hardware equipment and related components and articles referred to in schedules to this agreement and signed by us
'Customer Sites'	- means the location(s) specified in the schedules to this agreement and signed by us
'Period (s) of Cover'	- means the time periods during which services are agreed to be provided
'Service(s)'	- means service(s) specified in this agreement

This agreement is signed by the above two parties, in which the Second Party commit to locally support and maintain the equipment listed in Schedule A according to the general conditions of this agreement, and against set payment(s) noted in Schedule B. This Agreement and the attached Schedules constitute the entire and only Maintenance contract between the First and Second parties.

1. Definitions

For the purpose of this Maintenance Agreement, the terms and expressions used herein shall have the meanings assigned thereto in the main contract unless the context requires otherwise.

2. Supplier Obligations

We, the Supplier, agree to provide during the relevant periods of cover to the Customer Site(s) the Service(s) to the equipment referred to in the attached Schedule(s) to this Agreement. Prior to the commencement of this agreement, our engineer(s) will inspect all equipment listed in Schedule A, and a full report to their condition will be handed to the customer. Equipment requiring maintenance will be repaired and charged separately.

2.1 Provide telephone and fax line for any query or question during working hours of the Supplier.

2.2 Answer all queries within 4 hours from call initiation, and rectify all errors and malfunctions of any equipment(s) listed in Schedule A without delay.

2.3 Conduct preventive on-site maintenance.
Preventive Maintenance is performed on the listed equipment at customer sites two (2) times a year, schedule of visits will be agreed upon by both parties. The purpose of this service is to ensure all devices are operational, properly installed, configured and in good working condition.

2.4 Emergency Repair
All Emergency Repairs will be performed at customer sites whenever possible. If unit is to be taken for further repair, then a replacement unit of the same type or equivalent will be installed so as not to effect the operation of said site. It is recommended that the First party should purchase spare units to be kept at their stock for maintenance purpose.
Emergency Calls are dealt with during normal working hours at no extra charges, however, if the calls has to be dealt with, or the problem has to be investigated, repaired, outside working hours a set charges per hour will apply.

2.5 Upgrades - Hardware and / or Software
All new versions (releases) are charged including frights and all duties to the First party. Upgrades, when issued will be delivered free of charge. The cost of conducting the upgrading for Hardware and / or Application Software will be free during working hours or charged at set price outside working hours.

2.6 Configuration
Configuration of existing units listed in Schedule A are carried out free of charge, provided they are called for and done during normal working hours.

- 2.7** Equipment Replacements & Spare Parts
Cost of replacement units and required spare parts including Delivery Charges, Custom Duties, Sales Tax and any other government duties will be charged to the First Party. Installation and configuration of the units or parts will be covered by this agreement.
Labor Cost of replacing a unit and / or spare parts will be free of charge during normal working hours or charged at set price outside working hours.
- 2.8** The maintenance shall be provided within supplier's working hours, see Schedule B.
- 2.9** The Supplier shall use all reasonable endeavors to provide the maintenance as promptly as possible.
Any dates or times quoted for commencement or completion of any part of the maintenance are estimates only.
- 2.10** The Supplier, subject to the client's approval in writing, may contract a third party to provide any part of the maintenance and shall accept responsibility for the performance of such third person as if the Service & Support were provided by the supplier.
- 2.11** Training : The Client may from time to time require additional training in the use or operation of the equipment listed. At the Client's request the Supplier will submit an offer to perform such training. Any charges arising from such training will be separate from and in addition to the annual charge set Schedule B.

3. Customer Responsibilities

In respect of maintenance provided in support of Equipment and / or Software, you agree to :

- 3.1** Notify us immediately of any malfunction, in writing;
- 3.2** Allow us full and free access to the equipment to provide the service required at the time scheduled for such service by our engineers.
- 3.3** Ensure your representative is present during maintenance or preventive maintenance if performed at a your Site;
- 3.4** Provide, at your expense, any reasonable secure storage facilities and work space required to perform the Service;
- 3.5** The Customer must notify the Supplier if any of the listed equipment in Schedule A is to be installed / moved by the customer prior to doing so.
- 3.6** Provide at your expenses, and in you stores, spare units.
- 3.7** Maintain site conditions within the environmental range specified for the Equipment and/or Application Software;
- 3.8** Operate the Equipment in accordance with manufacturer recommended operating procedures;

- 3.9** Promptly notify us in writing of changes of location of Equipment.
- 3.10** Provide at your expense a safe working environment
- 4.** The Maintenance Request will be dealt with only when customer specify the device Serial Number and Maintenance Agreement number.
- 5.** Second Party will not be liable for damages, loss of profit, goodwill or otherwise as a result of equipment failure.
- 6.** It is understood that Second party is not responsible for any loss of data resulting from damages to equipment. It is the responsibility of the First Party to make proper procedures to back-up and secure his data, while in operation or under maintenance.
- 7.** Only equipment in working order is eligible under this maintenance agreement.
- 8.** The First party agrees to pay the associated taxes which result from services herein but which are not included in the service charges. The First party agrees to pay Sales Tax at the current rate of 13 % of the value of maintenance provided. The value will be adjusted according to the Government law.
- 9.** Either party may remove equipment from Schedule A at the annual anniversary of the Agreement by giving one (1) months written notice.
- 10.** You may add equipment and / or Application Software to Schedule A by giving written notice to us and upon our giving written acceptance in respect of the equipment and/or Software. The cost of maintenance will be adjusted accordingly.
- 11. CONFIDENTIAL INFORMATION :** All information furnished or disclosed by us in writing and marked 'Confidential' or 'Proprietary' or 'Private' shall remain our property and shall not be disclosed by you to any other person, and you shall restrict circulation of such information within your own organization on a need to know basis. All documents, drawings, sketches, designs, diagnostic materials (whether electronic or other form) and other information furnished by us and so marked shall be returned to us promptly on request, together with all copies or destroyed as instructed by us. This condition shall remain in full force and effect for so long as any such information does not fall within the public domain (other than as a result of any act or omission on your part) and notwithstanding termination in whole or in part of the other provisions of this Agreement. All information supplied by you in writing and marked 'Confidential' or 'Proprietary' or 'Private' shall remain your property and will not be disclosed by us to any other person, and we shall restrict circulation of such information within our own organization on a need to know basis.
- 12. WARRANTY**
We warrant that we will exercise reasonable care and skill in the performance of the Services.
We do not warrant that the provision of maintenance will be uninterrupted or error free and where the maintenance involves provision of information you will be solely responsible for the use to which it is put and all results you obtain from the information contained in the services.

13. This Agreement excludes :

- 13.1** Repair of damages from catastrophe such as fire, flood, acts of God, or from strike, riot, acts of war or nuclear disaster etc.
- 13.2** Repair or damages resulting from accidents, transportation, power failure, power surge, neglect, misuse, or operator abuse.
- 13.3** Damages resulting from services rendered by persons other than our authorized personnel.
- 13.4** Any modification to the equipment not authorized by the Supplier.
- 13.5** Service on equipment, accessories, software or other devices not supplied by us or not listed in Schedule A.
- 13.6** Repair of damages caused by the Service Provider and / or the Telecom Company.

14. FORCE MAJEURE

- 14.1 We can not be held responsible for failure to render service due to causes beyond our controls, (weather conditions, civil disturbances, force majors).
- 14.2 Neither party shall not be liable for any breach of its obligations under this Agreement resulting from causes beyond it's reasonable control, including but not limited to fire, strikes (of its own or other employees), insurrection or riots, embargoes, wares, wrecks or delays in transportation, inability to obtain supplies or staff and raw materials requirements, or regulations of any civil or military authority (each 'Event of Force Majeure).
- 14.3 Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

Payment Terms

First Party will pay Second Party for the agreed upon amount for the maintenance , as noted in Schedule B, in total and in advance for the period of this agreement, and against Second Party invoice.

Validity

This agreement is valid for Twelve (12) Months from the date of signature.

Contract Termination

- 1.** We shall be entitled to terminate this Agreement forthwith
 - 1.1 If you fail to pay us any charges due under this Agreement within 30 days of the invoice date; or
 - 1.2 If any distress or execution is levied on your property or if you make any offer or arrangement or composition with your creditors or commit an act of bankruptcy or if any receiving or administration order is presented or made against you or if you have a petition presented or resolution passed for your winding up (otherwise than for the purpose of amalgamation or reconstruction) or if a Receiver or Administrator of all or any part of your property or assets is appointed.
- 2.** Either party shall be entitled to terminate this Agreement in the event of the other being in material breach of any of the terms hereof and if the defaulting party has failed to remedy such material breach (if the same be capable of remedy) within 30 days of the non-defaulting party, giving notice thereof.
- 3.** Either party may terminate this Agreement for any reason at the annual anniversary of the Agreement, by giving the other three (3) months written notice.

Any controversy or claim arising out of or in relation to this agreement or the breach thereof, which is not amicable settled by the two parties, shall be referred to arbitration under the arbitration law of Jordan.

Date: First Party

Date: Second party

Schedule . A .

List of Equipment included in the Maintenance Agreement

Item	Description	Serial Number	Location

Schedule . B .

1. Maintenance Agreement Value :

Based on the products listed in Schedule .A., the value of this MA will be J.D -----.

The value of this MA is based on work rendered during normal working hours.

- Current Sales Tax applied is 13 %, and will be adjusted according to government rates at invoice date.

2. Second Party Normal Working Hours :

Sunday to Thursday from 8:30 a.m until 17:30 p.m

3. Additional Cost for any Work to be done outside working hours :

- 3.1 Week Days, Sunday to Thursday, from 18:00 - 22:00
Cost per Hour is J.D xx.xxx (minimum 2 hours)
- 3.2 Week Days, Sunday to Thursday, from 22:00 - 08:30
Cost per Hour is J.D xx.xxx (minimum 2 hours)
- 3.3 Weekends, Friday, Saturday and Public Holidays
Cost per Hour is J.D xx.xxx (minimum 2 hours)

Please Note: The cost per hour is calculated from the time the service engineer leaves Second Party premises until work is completed being at the First Party premises or at Second Party service office or at any other location.