

Maintenance Agreement

First Party:

Address: , Amman

P. O. Box:

Tel.:

Fax:

Second Party: Eng. Samer Nashat Daher Office

Address: Al-Leweibdeh – Badir Al-Din Thatha Street

P. O. Box: 925680 Amman 11191 Jordan

Tel.: 079 5555234

Fax: 06 4659269

The Second Party undertakes to maintain the computer sets and accessories thereof which are shown under clause No (9) hereunder provided that the sets and accessories referred to are tested and any malfunction therein (if any) is required against the cost vide invoices to be paid by the First Party to the Second Party upon illegible and thereafter the clauses of this agreement shall be applied under the following conditions:

- 1) The Second Party undertakes to periodically handle the multifunction of the sets and accessories thereof as a result of the natural use provided they are handed over to his technical cadre upon their arrival to the site of these sets and accessories The Second Party shall provide to the First Party one of his staff members within a maximum period of 12 working hours from the time of his request and within twenty kilometers from his center and during the official working hours provided such request in made as of 9:00 am up to 1:30 pm and from 3:30 pm up to 8:00 pm (or any amendment subsequently made except official holidays and weekends.
- 2) The maintenance consideration covers the charges of the technical cadre and transportation thereof change or replacement of spare parts as required but it does not cover the cost of the aforesaid supplies or spare parts. The First Party should make plans to purchase, in advance a sufficient stock of consumable supplies according to the need of the Second Party in advance against invoices to be paid to him upon submission.
- 3) The period of this agreement is one year begins from the date of signing the contract and neither party has the right to terminate it prior to the expiry of its validity and shall also be renewed at the end of every year for another period of one year unless one of the two parties notifies the other in writing of his intention not to renew at least one month prior to its termination. The renewal shall be for the same conditions and maintenance consideration unless the Second Party notifies the First Party in writing of making amendments prior to the beginning of the next maintenance year. In such a case, the renewal shall be on the basis of the said amendments.
- 4) The First Party shall pay to the Second Party & maintenance consideration of 100.00 Dinners (One Hundred Dinners) per each Device per annum upon the signing of the contract and also upon renewal If the second Party makes additions and/or up-dating to the First Party, the cost thereof shall be added as well as its maintenance consideration. The conditions of this agreement shall apply thereon until the date of its expiry with due observance to any special conditions for such additions and/or updating.
- 5) The First Party shall have the right to link any sets supplied by a qualified Third Party other than the Second Party if they are not of his specialization provided that the Second Party is notified in advance of all the details pertaining therewith and the written agreement of the Second Party thereon.

- 6) The First Party shall assume full responsibility and shall pay to the Second Party the cost of repair against invoices to be settled upon presentation (spare parts, supplies or labour charges) in addition to the above annual maintenance consideration in the case of breakdown and/or damage to the sets as a direct result to having a Third Party other than the Second Party maintain and/or repair the sets and/or add and/or up-date and/or connect any set and/or equipment thereto or amendment thereon and/or dismantle and/or remove and/or change its location and/or re-install and/or accidents and/or fire and/or disasters and/or violation of the environmental specifications and/or electricity to the sets and/or use of supplies and spare parts other than those supplied by the Second Party.
- 7) The duties of the Second Party towards the First Party shall be frozen if he defaults in settling the maintenance claim or invoices under this agreement whilst the Second Party maintains his rights and claim of his expenses. Also, his duties shall be frozen until the reason causing same terminate in the event of force major circumstances or conditions beyond his control which would prevent him from performing same as an example but not limited to falling of snow and/or closure of roads and/or any contingent governmental action and/or stoppage of the manufacturing company from producing the spare parts for the sets and/or supplies and/or impossibility of arriving to Jordan for any reason or the like the First Party may not claim any damage whatsoever for such stated cases above irrespective of the reasons thereof.
- 8) Both parties have agreed to forego any notarial notices or warnings for the purpose of this agreement. All differences arising out of this agreement, should the same occur (God forbid), shall be amicably solved between the two parties. In the event of failure, it shall be referred for a three member arbitration panel, where the first Party shall appoint one of them, the Second Party shall appoint a second member and both concerned arbitrators shall appoint a third member Both parties undertake to comply with the award of the arbitration panel referred to.
- 9) Number of the sets and accessories belonging to this agreement ().

This agreement, which consist of nine clauses has been executed and the two parties referred to, in the preamble have voluntarily and with agreement set their hands hereunto at Amman on 10/5/2005.

First Party

Second Party