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## Master Subscription Agreement

This Software as a Service ("SAAS") Subscription Agreement ("Agreement"), governs the use by Customer of the Alepo Technologies Inc.'s ("Alepo") software, along with any associated equipment, parts or supplies provided under this Agreement ("SAAS System"), and the services provided by Alepo in connection with the SAAS System ("SAAS Services"). This Agreement includes (a) Bill of Materials (BOM) that provides the type, quantity and payment terms for the SAAS System or SAAS Services purchased from Alepo and (b) Terms of Purchase and Use of the SAAS System or SAAS Services.

Use of the SAAS System and SAAS Service (collectively referred to as "SAAS Products") shall be governed by the terms of this Agreement and the terms of End User License Agreement ("EULA") (available at: [Alepo EULA V1.5](#)) which shall be deemed incorporated herein by reference.

This agreement shall be deemed effective as of the date of Customer's acceptance of this Agreement ("Effective Date").

Acceptance of this Agreement and the EULA by the Customer, occurs in any one or more of the following ways:

- Making the first payment
- Submitting a purchase order
- Signing the BOM
- Usage of the SAAS System

## Terms of Purchase and Use for the SAAS Products

Alepo agrees to sell the SAAS Products described in each BOM for the price provided therein, and Customer agrees to pay for the SAAS Products and comply with the terms and conditions set forth in each BOM, and these Terms of Purchase. SAAS Products shall be used for Customer's internal business purposes only subject to terms and conditions set forth hereinafter:

## Use of Software and Services

- Use of SAAS Products is constituted as a subscription with usage limits to which additional subscriptions may be added. A subscriber license is required for every user in the system that can be processed by a subsystem (such as Web Self-Care, Notifications, AAA, Balance Management, CRM, Mobile App, etc.). The only users not counted towards the license are system users and deleted users who are archived and accessible in historical searches.
- System users login credentials shall not be shared and Customer is responsible for passwords and security. Customer is responsible for subscriber's compliance with this Agreement. Customer shall use commercially reasonable efforts to prevent unauthorized access to the software and services and notify Alepo in case of any such unauthorized access or use.
- If Customer uses the SAAS Products for external messages or communications, Customer shall be responsible for complying with the applicable laws with respect to use of any cookies, tracking technologies, or any data protection and privacy laws.
- The Customer shall not directly or indirectly, sell, transfer, offer, disclose, lease, or sub-license the SAAS Products to any third party.

- Except as permitted by this Agreement, the Customer shall not itself (or through any holding, subsidiary or associated company, agent or third party to) (i) modify, vary, enhance, copy or duplicate, or permit anyone else to modify, vary, enhance, copy or duplicate, any part of the Software, or (ii) create or attempt to create, or permit others to create or attempt to create, by adapt, disassemble, decompile, reassemble, translate, reverse engineering, or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

## Data Protection

Each party shall comply with their respective obligations as the data controller and the data processor under any applicable data protection laws and regulations (together, the "Data Privacy Laws") in connection with the SAAS Products.

The parties acknowledge that, in respect of all personal data controlled by Customer and processed by Alepo for the purpose of the provision of the SAAS Products:

Customer alone shall determine the purposes for which and the manner in which such personal data will be processed (as defined in the Data Privacy Laws) by Alepo;

Customer shall be the data controller (as defined in the Data Privacy Laws); and

Alepo shall be the data processor (as defined in the Data Privacy Laws).

Where, in connection with this Agreement, Alepo, as a data processor, processes personal data on behalf of Customer, Alepo shall:

process those personal data only on written instructions of Customer and to the extent reasonably necessary for the performance of the Agreement;

not disclose those personal data to any person except as required or permitted by this Agreement or with Customer's written consent;

implement appropriate technical and organisational measures, as specified by Customer in advance, to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing. To the extent such technical and organisational measures have not been established by Customer, Alepo will maintain safeguards no less rigorous than those maintained by Alepo for its own similar personal data. Customer will be responsible for the sufficiency of such policies and safeguards.

Any change in the SAAS Products required by law or regulation that increases Alepo's costs and expenses with respect to compliance with this Clause will result in revision of pricing.

Alepo may retain archival copies of Customer data as reasonably necessary to verify Alepo's compliance with this Agreement.

Alepo may, as a result of the SAAS Products or its dealings with Customer, come to possess personal data in relation to Customer's employees, directors, officers and other representatives. Alepo may receive such data directly or indirectly from such persons, Customer or other sources. Alepo may transfer such data to other Alepo entities globally in accordance with this Agreement and applicable Data Privacy Laws.

## Technical Specifications

SAAS Products supplied under this Agreement shall conform to the all applicable and relevant industry standards, mentioned in the technical specifications in the BOM, and when no applicable standard is stipulated anywhere in this Agreement, the relevant international standards of 3GPP shall apply.

## Warranties

Any warranties herein are for Customer's benefits alone and are not assignable and there are no third-party beneficiaries of them.

- A. **Non-infringement Warranty.** Alepo warrants it has the rights needed to enter into this Agreement and that, to the best of its knowledge and belief, Permitted Use (as defined under the EULA) by Customer of the SAAS Product in the Licensed Operating Environment will not infringe or misappropriate any applicable copyright, trademark, patent, or the trade secrets of any third persons. If promptly notified of any claim to the contrary, Alepo shall (i) defend through litigation or obtain through negotiation Customer's right to continue using the Licensed Program; (ii) rework the Licensed Program to make it non-infringing while preserving the original functionality, or (iii) replace the Licensed Program with functionally equivalent software.
- B. **Software Media.** Alepo warrants any magnetic media on which the Licensed Program is recorded and the Documentation to be free from defects in tangible materials and accuracy of reproduction from the master media. Alepo will replace at no charge defective original media or Documentation returned to it with proof of payment.
- C. **No Performance Warranty.** Except as provided in this Section, Customer agrees that the Licensed Program and any services are provided strictly on an "as is" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. Customer accepts all risk for the suitability, performance or non-performance of the Licensed Program. ALEPO MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

## SAAS Product Support

Alepo shall provide maintenance support to the Customer in respect of SAAS Products on payment of mutually agreed prices. This may include repair of sub-systems and other components, making such modifications in the Software and all other maintenance and operation support required by the Customer, as per Alepo's Support Policy. Alepo additionally reserves the right to apply major or minor patches/releases for maintenance of the SAAS Products.

## Term and Termination

Term of the Agreement. This Agreement commences on Effective Date until all subscriptions in the BOM have expired or this Agreement has been terminated.

This Agreement may be terminated at any time prior to the expiration date by the mutual written Agreement of the Parties. At any time prior to the expiration date, a Party ("Notifying Party") may terminate this Agreement through notice to the other Party in writing if (i) the other Party materially breaches this Agreement, and such breach is not cured within the 30 day Cure Period granted by both Parties; or (ii) the other Party becomes bankrupt, or is the subject of proceedings for liquidation or dissolution, or ceases to carry on business or becomes unable to pay its debts as they come due; or (iii) the conditions or consequences of Force Majeure

which have a material adverse effect on the affected Party's ability to perform continue for a period in excess of two (2) Months and the Parties have been unable to find an equitable solution.

## Fees and Payment for Purchased Services

**Fees, Invoicing and Payment.** Customer will pay all fees specified in the BOM. Unless otherwise quoted, only Alepo cloud licenses & SAAS services are include and priced in \$USD. On-premise hardware, OS & third- party software is the responsibility of the SI/Reseller if relevant or the end customer, unless otherwise purchased from Alepo. All invoices are due upon its receipt.

**Acceptance Procedure.** The Acceptance Procedures, for which the system milestone of Acceptance will be determined (prior to the system being used commercially) are detailed in Appendix A. The final Scope of Work document (SOW), which includes the Acceptance Criteria, will be the basis for the tests of the Acceptance Procedures.

**Suspension of Service and Acceleration.** Once amount owed by Customer is 30 or more days overdue, Alepo may invoice customer for the next payment period, and suspend our services to Customer until such amounts are paid in full. We will give Customer at least 10 days prior notice that the account is overdue and in risk of suspension and acceleration.

**Taxes.** Alepo's fees quoted in the pricing section, is exclusive of all taxes (including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, withholding and other similar taxes or duties as applicable according to Customer's local law). All such taxes imposed on fees quoted by Alepo in connection with this Agreement shall be borne solely by the Client, however such amounts paid by the Customer towards the taxes shall not be deducted from the fees paid by Customer to Alepo.

**Early License Delivery and Repossession of License.** Issuance of license does not convey Alepo's acceptance that the Customer has fulfilled all of their obligations. For example, certain payment terms may allow for a payment to be made after a license has been issued. If a Customer is in default on any of its payments to Alepo, or otherwise in Material Default of the Terms of Purchase or EULA, Alepo has the right to reposes an Alepo issued license.

**Late Fee Interest.** In case of delay in payment by Customer, for more than fourteen (14) days from the Due Date ("Grace Period"), a late fee interest equalling to thirty percent (30%) APR or up to the maximum extent permitted under law will be assessed. Alepo will give Customer a late payment notice upon expiry of the Grace Period. Notwithstanding, such notices and follow ups by Alepo, Customer shall be responsible for monitoring the payment Due Date on its own. Failure by Alepo in following up with Customer, shall not relieve Customer of its obligation to pay.

Subscription amount should be paid duly by the Customer before expiry of the Subscription. Alepo shall not be under an obligation to provide notification to the Customer for subscription renewal.

**Default.** Customer account shall be considered to be in default, if the payment is not received by Alepo within fourteen (14) days of Customer's receipt of late payment notice by the Alepo. Once the Customer is in default, Alepo may halt any work on the project and no resources shall be sent onsite, until all payments due are received. If payments are not received within fourteen (14) days of Customer account being in default, existing onsite resources (if any) shall be re-called and Alepo shall be entitled to is entitled to draw from a Letter of Credit (if applicable) or require pre-payment of 100% of project total plus late fees and interest as condition to resume work on the project. All overhead expenses (including T&E), for resuming project shall be borne by the Customer.

**Miscellaneous.** The Alepo system shall be deemed accepted once the system has been commercially used by the Customer, and all project payments (including future payments (if any)) as per the milestones in the BOM

shall be considered accrued. Customer shall not unilaterally hold off project payment or support renewal due to any reason including but not limited to alleged discrepancy in deliverables, scope of work, a bug in the system, outstanding task. In case Customer unilaterally holds off project payment due to any reason, the clauses under **Late Fee and Default** shall apply.

Subject to payment of all past due invoices by the Customer, a temporary license key shall be issued by Alepo. Temporary license key may take up to three (3) business days to process and are not issued during weekend and holidays. The date of the license key equals to the date of next payment due date plus fourteen (14) days. A permanent license key or an ARC period license key (as applicable as per the BOM), shall be issued, once the all payments for the project (including for license, professional services and out of pocket expenses) has been made by the Customer.

Alepo shall issue License only against confirmation by Alepo's bank of receipt of payment. If the Customer has license debt outstanding for one (1) year or more, the license shall be deemed abandoned by the Customer and all the payments already made shall be forfeited. In order to reactivate the license, Customer shall re-purchase the license from Alepo at a price determined by Alepo.

## Cancellations

### ***Cancellation with Cause***

If Alepo is in material breach of its obligations under this proposal, customer should first give Alepo a written notice and fair opportunity to cure the breach. If Alepo fails to cure within 60 days after receiving written notice, then the customer may insist on a resolution, or it may cancel the project without penalties and all monies paid will be refunded with the exception of travel and expenses.

### ***Cancellation without Cause***

The customer may choose to cancel a project or service for any other reason by providing Alepo a written cancellation notice and paying applicable cancellation penalties.

The following should be considered as de-facto cancelation without cause: no communication for 2 or more weeks, lack of cooperation in moving project forward, and avoidance in approving or completing dependent tasks for more than 4 weeks (example is not approving the Scope of Work).

The cancellation fee and schedule is based on the project types:

#### ***License Only***

100% of license fees due upon cancellation.

#### ***Fixed Cost, Managed Services, and Professional Services with or without License***

- When cancelled before submission of SOW for Approval, 50% of entire project year 1 budget (CAPEX and year 1 OPEX), plus accrued travel & expenses.
- When cancelled after submission of SOW for Approval, 100% of entire project year 1 budget (CAPEX and year 1 OPEX), plus accrued travel & expenses.

#### ***Time & Material***

After receiving cancellation notice, Alepo will invoice the customer for Time & Materials up to the point when it received cancellation notice. Payment is due immediately.

#### ***Force Majeure***

Neither party will be held responsible for delay caused by Force Majeure.

## Governing Law, Resolution of Disputes, and Notices

The Agreement shall be governed by and interpreted in accordance with the Laws of Delaware, U.S.A.

Any dispute arising from or in connection with the Agreement shall be settled through friendly negotiation. In case no settlement can be reached, the dispute shall be finally settled by arbitration. Each party shall mutually appoint one arbitrator, who shall be the Chairman of the arbitration tribunal. The venue of the arbitration shall be Delaware, USA. The arbitration shall be conducted in English, unless otherwise agreed by the Parties.

To the fullest extent permitted by law, this arbitration proceeding, and the arbitrator's award shall be maintained in confidence by the parties to protect relevant valuable business information or intellectual property rights.

Notwithstanding any reference to arbitration, both Parties shall continue to perform their respective obligations under the Agreement except for those matters under arbitration.

Notices under this Agreement must be in writing, to be sent via email, regular post, postage prepaid, or by overnight courier service, personal delivery, or confirmed facsimile. If sent by confirmed facsimile, notice will be effective when received. If sent by confirmed personal delivery, notice will be effective at the time of delivery. If sent by overnight courier service, notice will be effective upon the actual time of delivery. If sent by regular post, notice will be effective five (5) Business Days after deposit. Notices should be sent to the following addresses:

For Alepo:

**ALEPO TECHNOLOGIES INC.**

C/O ALEPO USA

111 Congress Avenue, Suite 400

Austin, TX 78701

Email: [legal@alepo.com](mailto:legal@alepo.com)

## Proprietary Rights and Licenses

**License to host Customer's data.** Except for Software we license to Customer, as between the parties, Customer retains all right, title, and interest in and to its data. We acquire no rights in Customer data, other than the right to host Customer data within the services, including the right to use and reproduce Customer data solely as necessary to provide the services.

**License to use feedback for product enhancements.** Customer may provide suggestions, comments or other feedback (collectively, "**Feedback**") regarding Alepo products and services. Feedback is voluntary. Alepo may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer grants us an irrevocable, worldwide, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Alepo's business, including the enhancement of the Alepo products and services to its customers.

All patents, trade and service marks, design rights, copyrights, know-how, trade secrets and other intellectual and industrial property interests or rights (collectively, "Intellectual Property Rights") in and to the Equipments, any Services and Software not resulting work product, and all associated materials in any form, shall remain the

property of Alepo and its third party, as appropriate. Nothing contained under the said Agreement shall be understood, construed, and interpreted to be a transfer of such rights.

Subject to terms and conditions of this Agreement, Alepo grants to the Customer the non-exclusive, non-transferable right to use the Software delivered with the Equipment, if any. The Customer shall not directly or indirectly, sell, transfer, offer, disclose, lease (as lessor), or license the Software to any third party the Software without prior authorization from Alepo.

**Rights to Licensed Program.** The intellectual property rights in the Licensed Program shall at all times remain the exclusive property of Alepo or other owner identified in the Documentation. By executing this Agreement and paying the applicable License Fee, Customer obtain a limited license to Use the Licensed Program in object code form. Customer agree not to disassemble, decompile or reverse engineer the Licensed Program. Customer also agree that any information obtained in violation of this restriction will be confidential information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the Licensed Program. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the Licensed Program. Customer will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Licensed Program remain intact and clearly legible.

(b) **All Other Rights Reserved.** Except as expressly granted to Customer under another provision of this Agreement, Alepo reserves to itself and prohibits Customer (directly or indirectly, in whole or in part) from loaning, renting, leasing, sublicensing or otherwise hosting or distributing or operating the Licensed Program to or for the benefit of any third party, and from altering, adapting, translating or preparing any derivative work of the Licensed Program. The foregoing limitation does not prohibit Authorized Operators from making a copy of the Licensed Program for archival purposes or as an essential step in making Permitted Uses of the Licensed Program in the Licensed Operating Environment.

## Limitation of Liability

Alepo is not liable for any latency between the cloud hosted data center and Customer Network.

Notwithstanding any other provision of this Agreement, Alepo shall not be liable to the Customer for damages for loss of revenues or profits, loss of goodwill or any incidental, consequential, indirect or special damages in connection with the performance or non-performance of this Agreement, whether or not Alepo was advised of the possibility of such damage.

The aggregate liability of Alepo for all claims for any loss, damage or indemnity whatsoever resulting from its performance or non-performance of this Agreement shall in no case exceed the payment actually received by it under this Agreement for the SAAS Product which caused the loss or damage. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

## Confidentiality

**Confidential Information** means any information disclosed by either party to the other party including any information disclosed by a party before execution of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation; or if not so designated, ought reasonably to be understood as confidential and/or proprietary Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is

obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees, directors, contractors, agents, advisors of the receiving party, and receiving party affiliates (entities that control or are controlled by a Party), who are required to have the information in order to perform the obligations under this Agreement. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.

**Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party.

**Ownership and No License.** All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

## Marketing & Public Relations Terms

Upon acceptance of this Agreement, Alepo may issue a press release announcing the project, including an overview of the products & solutions to be implemented as well as quotes from Alepo and Customer C-level executives. Alepo marketing personnel will afford the Customer an opportunity to revise and approve the statements within a reasonable time frame. The press release will be distributed through Alepo's channels and archived on Alepo's website, and the Customer is encouraged to do so as well.

Any statements or quotes made in the said press release may be used in other Alepo marketing material, including but not limited to product brochures, newsletters, and Alepo's website. Alepo will maintain the integrity of the context in which the statements were originally made.

Upon completion of the project, the Customer agrees to:

- A case study on the project, written by Alepo marketing personnel. The Customer will provide statistical evidence relating to the performance of Alepo solution in the Customer's network environment, for example, the compared growth rate of subscribers before and after implementing Alepo's Self Activation portal. Alepo marketing personnel will afford the Customer an opportunity to revise and approve the case study within a reasonable time frame.
- Participate in a videotaped interview with an appropriate C-level executive to be used on Alepo's website which will include reasons why Alepo was selected as vendor.

- Maximum of one Customer site visit per quarter for future Alepo prospective Customers, valid for a period of 3 years.
- Maximum of two phone references per month for future Alepo prospective Customers, valid for a period of 3 years. The Customer will reserve the right of refusal to site visits and references, if prospect is deemed a competitor.

## Responsibility Matrix

Responsibility Matrix			
	Description	Alepo	Customer
A	Accountable for Task		
S	Limited Support for Task		
C	Consulted		
I	Informed		
<b>1.</b>	<b>Placing Order</b>		
1.1.	Submit Purchase Order		A
1.2.	Submit payments on time (for milestones and Travel and Expenses, other invoices)		A
1.3.	Provide relevant Company information (Finance contacts, management contacts, etc. as needed by Alepo)	S	A
1.4.	Assign Alepo Project Services Manager once payment is made	A	
<b>2.</b>	<b>Resource Management</b>		
2.1.	Assign Alepo CSM who work as a single contact person	A	
2.2.	Provide, as needed, business plans and marketing documentation for this project		A
2.3.	Necessary Alepo project team members to Attend Meetings as scheduled	A	
2.4.	Necessary Customer team members to Attend Meetings as scheduled		A
2.5.	Provide all agreed documents as per timeline	A	
2.6.	Approve documents within specified timeline to avoid project delays.	C	A
2.7.	Provide timeline for delivery (Based on commercial timeline and milestones agreed).	A	I
<b>3.</b>	<b>Business plan document creation</b>		
3.1.	Creation of Business plan on time	A	
3.2.	Provide Business plan feedback to Alepo within timeline	C	A

3.3.	Successfully run tests to validate business plan with Customer	A	S
<b>4.</b>	<b>Cloud Setup and Connectivity</b>		
4.1.	Ensure connectivity to Alepo cloud.	S	A
4.2.	Alepo cloud instance creation and setup	A	
4.3.	Ensure connectivity from Network element	S	A
4.4.	Configuration of domain name and SSL certificate for Web Self Care, Portal or other public interfaces. If domain name not provided by time of ATP approval, Acceptance Testing will be done using the host IP address.	S	A
4.5.	Configure VPN from Customer system		A
<b>5.</b>	<b>Technical Integration</b>		
5.1.	Customer Technical resources will be available for any clarifications required on interfacing with their systems		A
5.2.	Provide Alepo team with all required documentation on current/future network	S	A
5.3.	Provide, as needed, business plans and marketing documentation for this project	C	A
5.4.	Provide support as needed to Alepo CSM		A
5.5.	Provide relevant documentation for any integration points or network elements in this project such as API integration points, SMSC, etc.*	S	A
5.6.	Provide specific APIs, test clients, WSDLs, etc. as needed for project specific integration points	S	A
5.7.	Review Documentation provided	A	S
5.8.	Provide direct contact including email, IM, phone for Alepo and project team with engineers from all third parties or related vendors in this project.		A
	Arrange any needed conference calls or direct communication with third parties involved	A	S
5.9.	Obtain a commercial support agreement listing Alepo's engineer as a contact person from each third party Alepo is required to integrate with.		A
5.10.	Customer has trained resources with skill sets described "Recommended Customer Technical Staff" Appendix from Alepo's proposal		A
5.11.	Providing network diagram of customer network		A
5.12.	Test equipment setup		A
<b>6.</b>	<b>Public Relations &amp; Marketing</b>		
6.1.	Supply a high-resolution company logo (.eps, .jpg or .png format) & usage guidelines		A
6.2.	Write and distribute a press release announcing the project.	A	C
6.3.	Supply information and collaboration on all marketing & PR efforts	S	A

## General Provisions

### **No Waiver**

The failure of either party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver of any right to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.

### **Severability**

It is mutually agreed that in case any one or more of the provisions of this Agreement shall be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement.

### **Language**

The Agreement is entered in the English language. Should a translation of the Agreement into any other language be made for any reason, all matters involving interpretation shall be governed by the English text. The day-to-day language of communication and document transfer between the parties shall be English.

### **Force Majeure**

Where the performance of obligations under this Agreement (other than payment obligations) is hindered by or is or becomes absolutely impossible on account of circumstances beyond either Party's control ("Force Majeure"), including earthquakes, typhoon, flood, fires, war and other unexpected, irresistible or unavoidable forces in respect of their consequence or results, the Party in contingency shall inform the other party of such contingency by email or telephone immediately, and within 15 Days present valid documents, stating the details of the incident and proving that it is impossible to perform whole or part of this Agreement or that extension of time of performance hereof is necessary. In case that this Agreement is not able to be performed because of Force Majeure, the liabilities shall be exempted in part or wholly in light of the effects of Force Majeure. If the said Force Majeure materially affects the ability of either party for more than two (2) months and the parties fail to find an equitable solution, then either of the parties to the Agreement shall have the right to terminate the Agreement.

### **Headings**

Headings used in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

### **Documents Priority**

In the event and to the extent of any inconsistency between two or more documents which form part of this Agreement, unless otherwise stipulated herein, those documents will be interpreted in the following order of priority:

- (1) The BOM;
- (2) The Terms of Purchase and Use of SAAS Products;
- (3) Any additional documents agreed to between the parties.

### **Written Changes**

This Agreement may not be altered, modified, amended, or changed in whole or in part, except by a written agreement executed by both parties.

### ***Assignment and Subcontract***

Neither Party may assign or otherwise transfer any of its rights and obligations under this Agreement to any third party, without the other Party's prior written approval. This Agreement shall be binding upon the successors and permitted assigns of both parties.

Without violation of this Article, Alepo shall be entitled to subcontract all or any part of this Agreement to other Alepo affiliates, as well as to other competent subcontractor(s). However, Alepo shall be responsible for the satisfactory performance of the whole Agreement.

### ***Independent Contractor***

The relationship of the Customer and Alepo established by this Agreement is that of independent contractors and nothing contained herein will be deemed or construed as creating a joint venture, partnership or other relationship between both Parties. Neither party is authorized to (i) enter into agreements for or on behalf of the other; (ii) create any obligation or responsibility, expressed or implied, for or on behalf of the other; or (iii) bind the other in any manner. Each party will be responsible for its own costs and expenses with respect to all negotiations under this Agreement.

For a period starting from the Effective Date and ending after 5 years following the date of termination of this Agreement, the Customer is prohibited from directly, indirectly, on Customer's own behalf or on behalf of others, in any capacity induce or attempt to induce any officer, director, or employee to leave Alepo's Company. The Customer shall be liable to indemnify Alepo for the business loss incurred due to such solicitation.

## **Appendix – A**

### **ACCEPTANCE PROCEDURE**

- The Acceptance Criteria will be described in the Scope of Work document for each element. Alepo and client will run testing to ensure the acceptance criteria is met before commercial launch of the project, as described in "Acceptance Testing Procedures."
- To the extent possible, automated tests will be used. The output of the successful testing will be used as evidence that the acceptance criteria is met.
- Customer may execute some of the tests manually with or without the help of Alepo engineers.
- Acceptance criteria for the project is deemed passed if at least 90% of the cases are successful. Failed test cases, if any, will be fixed as part of the support contract (if purchased). Notwithstanding, if a failed test case is blocking commercial launch, Alepo will fix it immediately.
- If a test case is blocked by a 3rd party and a component that is their responsibility, the test will be deemed passed.
- Commercial use of the system prior to project acceptance procedures listed above will deem the project completed and accepted in full at that point.

If there is a gradual, partial commercial launch or migration, prior to meeting the above-mentioned Acceptance Criteria then the Acceptance Date is the first date system has been partially used commercially.

### **ACCEPTANCE TESTING PROCEDURES**

- Acceptance Criteria may be proven using Manual Testing, Automated Testing, or combination of both.
- Whenever possible, Alepo will use Automated Testing. At times Automated Testing is not possible. For example, Automated Testing is usually not possible to prove integration with a third-party element. However, once integration has been proven using Manual Testing it can be relied upon for other tests

that utilize that integration. Alepo retains full discretion as to which tests will be executed manually and which automated.

- When Acceptance Criteria is phrased in a way that prevents it (or make it too difficult) from being tested in an automated manner, such Acceptance Criteria may be rephrased by Alepo, in a way that will enable Automated Testing, by “splitting the proof”: relying on the outcome of, a different, already successfully executed, Acceptance Criteria or Test Case to provide part of the proof, with the rephrased Acceptance Criteria providing the other part of the proof, as long as all split proofs combined can prove the original (before rephrasing) Acceptance Criteria. Such “splitting the proof” rephrasing does not constitute a change to Acceptance Criteria as a whole.
- Customer may re-execute selected automated tests also manually, on its own as part of its own UAT. While UAT is not a formal acceptance criteria Alepo will fix software defects that that have been discovered in UAT as part of its support and warranty obligations.

## About Alepo

Alepo makes next-generation data opportunities a reality, delivering advanced software solutions and services that enable communications service providers to accelerate revenue growth, market share, and business success on fixed and mobile networks. Alepo helps accelerate digital enablement for networks of all sizes, including leading service providers globally. Known as the go-to partner for all things data, Alepo’s innovations are highly scalable, cloud-agnostic, and enable digital-first customer experiences. Alepo is based in Austin, Texas, with a presence in all regions of the world.

For more information, please visit [www.alepo.com](http://www.alepo.com)

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