ALEPO TERMS OF PURCHASE   Version 2.5

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Alepo Corporate Introduction

At Alepo Technologies Inc. ("Alepo"), we turn next-generation data opportunities into reality. Our software and services power operations and billing for digital service providers, enabling them to accelerate revenue growth, market share, and business success.

Through a lean and agile approach to digital transformation, we empower businesses to:

- Welcome disruptive technologies
- Orchestrate a unique customer experience
- Grow, adapt, and evolve with confidence in the network's performance, reliability, and security

Our award-winning technology has helped make Alepo the go-to partner for all things data at leading national service providers like Orange, Saudi Telecom, Digicel etc. We provide cutting-edge monetization models with business-focused user experiences that allow service providers to tap new markets and revenue sources, while delivering more value to their customers.

Our mature and proven solutions include advanced policy and charging control, convergent charging and billing, customer relationship management, device management, WiFi monetization, WiFi offload, AAA, and more. We offer expert professional services: consulting and design, managed services, training, and support – our solution integration team has a success record that is the envy of our peers.

Headquartered in Austin, Texas, Alepo has a presence in all regions of the world, including offices and representatives in Latin America, North America, Asia Pacific, Africa, the Middle East, and India.

For more information, please visit www.alepo.com.

1. Alepo Terms of Purchase

The Terms of Purchase document serves as the legal framework governing the relationship between Alepo Technologies Inc. (hereinafter referred to as "Alepo") and the recipient of Alepo's proposal (hereinafter referred to as "Customer"), which begins with acceptance of Alepo's proposal, and continues throughout and after project deployment. The documents which are included in Alepo's Proposal are listed below:

1. **Solution Documents:** Alepo may provide a solution background documents to the Customer that contains general information on the features and benefits of Alepo's products and solutions (if requested by the Customer). However, the solution document does not contain any commitments on what will be delivered;

2. **Bill of Material (BOM):** This document includes the list of software licenses, modules, and professional services Alepo will deliver to the Customer, along with other Customer specific terms and conditions including the prices agreed between Alepo and Customer. All commitments that are in included in the BOM, are governed by the Terms of Purchase and the End User License Agreement (EULA). The BOM shall be deemed binding upon the Customer once Alepo's proposal is accepted by the Customer.

3. **Alepo Terms of Purchase (Terms of Purchase):** This document includes technical and commercial terms and conditions governing the sale of the software license, modules and professional services listed in the BOM. The Terms of Purchase shall be deemed binding upon the Customer once Alepo's

proposal is accepted by the Customer. Customer shall be deemed to have read and irrevocably and unconditionally agreed the Terms of Purchase, which may be accessed through the following url: http://www.alepo.com/Alepo-Terms-of-Purchase.pdf, before accepting Alepo's proposal. Customer acknowledges and agrees that these terms may be amended from time to time and Customer shall be subject to the Terms of Purchase as updated as of the relevant time of Customer accepting Alepo's proposal.

4. **Professional Services Description and other Additional Appendices**: Alepo may provide additional documentation about the project implementation process, typical travel & expenses, references, SLA/ Support policy, and other useful information. Such other additional Appendices and Professional Services Description documents shall be deemed to be a part of the Terms of Purchase, once accepted by the Customer.

2. Scope of Work and Acceptance Criteria

Alepo's proposal and project shall include a BOM, which is the basis for the software and services that Alepo will deliver to the Customer. Alepo shall provide a Scope of Work (SOW) at the beginning of project deployment. Scope of Work includes software acceptance criteria for each network element and will be considered as an integral part of the agreement between Alepo and the Customer. The BOM will be the basis for the final SOW. The acceptance criteria in SOW will be the basis for the project acceptance, and normally constitutes a project milestone. Alepo follows an agile methodology and implementation process for delivery of a project and its related services. Terms for the SOW and acceptance criteria can be found below.

2.1. Project Acceptance Criteria

- The acceptance criteria will be described in the SOW document for each element. Alepo and Customer 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 within a reasonable time frame.
- 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.

2.2. 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 criterion, Alepo will fix software defects that that have been discovered in UAT as part of its support and warranty obligations.

2.3. Scope of Work Description

The SOW will be based on discussions between the Customer and Alepo's sales and technical resources. Alepo's BOM will include this initial understanding. After issuing a purchase order and a requirements fine tuning phase, which includes deeper discussions and a workshop between the Customer and the technical project team, a final SOW with acceptance criteria will be submitted for approval. The SOW may be approved with open items in order to begin Alepo's agile development methodology, implementation, or managed services where Alepo has complete information. If there is a commercial milestone based on the approval of the SOW and partial approval is given, the milestone will be deemed complete.

2.4. Creation of Final Scope of Work

- It is the mutual goal of Alepo and the client to approve the SOW within 15 calendar days after submission.
- Any number of iterations may be made to the SOW within 15 calendar days after initial submission. If subsequent iterations are deemed necessary, additional fees may be assessed.
- Shortly after submission of the SOW, a review session will be scheduled where the client is responsible for gathering appropriate staff for comments.
- SOW and acceptance criteria will be deemed approved if no relevant comments are provided within 15 calendar days of submission of revision for approval. (Relevant comments exclude requests for changes that require a change request).
- Once the SOW is approved, whether by explicit approval or by failure to provide comments within 15 calendar days, changes could have various impacts; for those details, see **section 4.8.1** in this document.
- In case of differences or inconsistencies between the BOM and the final SOW, the final SOW will supersede the BOM.

2.5. Scope of Work Assumptions (unless otherwise stated in the BOM)

- Alepo will configure up to eight rate plans as part of the configuration. If additional rate plan configuration is required, additional fees will be assessed. Please refer to the **section 4.3** of the proposal for the standard daily rate.
- All planned and required functionality is supported out of the box (required feature already exists) or a quoted customization in the BOM.
- Branding and user interface customization is the Customer's responsibility with the exception of a logo and color scheme which, if supplied by the Customer, will be inserted by an Alepo engineer. Other web self-care customizations are limited to hiding links or fields.
- Alepo engineers will change up to 20 field names.
- If the BOM includes the reporting module, each additional report required beyond the proposal will require at least 3 days to create and verify. No backend changes will be made for generating reports and reports will be generated using data that is already available in system.
- SMS and email configurations for 2 samples will be done by Alepo as a part of the implementation.
- Invoice, payment, receipt, and stock transfer format may be changed for 1 template; limited to logo and look and feel changes. No backend or changes requiring calculations will be done.
- Integration with configuration and testing on the third-party component that needs to be integrated with an Alepo component is the responsibility of the customer/third party vendor.
- Generally, no work on non-Alepo network elements is included. If a configuration of a specific non-Alepo network element is included in the BOM, such configuration will only be to the extent required to facilitate integrate with the applicable Alepo component and done only with one instance of the device.
- Integration with third party vendors is using pre-existing Alepo interfaces
- When Alepo SOAP API is included the BOM, testing and verification of up to 4 SOAP API methods will be supported.
- Documentation included is out of the box documentation.
- Custom development will be based on the agile development model. If Alepo is required to follow waterfall or another model, or in case of more strict documentation requirements, such requirements need to be quoted separately.
- The installation and implementation will be done only once, on the networks and hardware initially designated by Customer as a production environment. In addition, installation and implementation of a single staging system is included, if both production and staging environments are ready at the same time.
- The implementation will be done continuously for the entire scope of work, and Customer should be aware of the commercial impacts of delays outlined within this document.
- Alepo personnel may not travel to any locations with a current U.S. Government-issued a travel alert or travel warning. In this event, the deployment will be done remotely.

2.6. Implementation Timeline

Alepo's implementation process and timeline will vary by customer, and project. Alepo's estimated timeline will be included in the BOM. Projects that are supported by Alepo's product

without any customization will be able to follow an out-of-the-box approach, ensuring the fastest time to market, typically 90 days from first payment to go-live. Projects that require software development will include an offsite engineering period using the agile development methodology, which will vary based on the amount of customization needed and the planned software release schedule. Alternatively, projects may take a phased approach and launch with an out-of-the-box product and add additional features in the future.

2.7. Timeline Assumptions and Conditions

- A delay in any one of the milestones may result in a delay of the entire timeline.
- In case any new item or change is requested it will change timeline of project.
- Significant delays from the Customer side may alter the timeline longer than the actual delay, if for example, resources need to be reassigned to and from other projects as the result of a Customer.

2.8. Standard Project Deliverables

- License for Alepo software as described in the BOM, is governed by the EULA in **Section 6**
- Onsite Training documentation
- SOW
- Automated test result document
- Admin Guide
- Project Handover Documentation

2.9. Training and Knowledge Transfer

- Training will be conducted in English.
- Alepo will not distribute training presentations or documents to the client. The client may request training materials such as worksheets, supplements and helpful notes.
- Training, if included in the BOM includes 5 participants.
- Train the trainer training is not included but may be replaced for the standard training.
- Training includes only out of the box product features and out of the box functionality.
- Alepo personnel will not travel to any location with a current U.S. Government-issued a travel alert or travel warning. In this event, the training will be held either remotely or in a neutral location agreed upon by Alepo and the client.

2.10. Assumptions Relating to Redundant Configuration

- If a redundant solution is not quoted separately for each component, the quoted system is not redundant.
- If a redundant solution is quoted that means the Alepo application servers can be deployed in Active-Active or Active Passive (hot standby) modes.
- To realize some or all of a redundant configuration benefits, there are external dependencies:
  - Application server failover is handled by application client

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- Web self-care, agent and partner web interfaces failover is manual, or automatic using a layer 7 switch that will be provided and configured by the Customer
- To ensure system-wide no single point of failure:
  - Database system should be redundant based on "Business Continuity" Technical Architecture in Alepo Professional Services Description.
  - Failover to and from external system is either implemented by the external system or using a separate failover solution (like a layer7 switch) which is the responsibility of the Customer.
  - Real-Time interfaces (such as SOAP) to and from external system are always single host based. That means that the virtual IP implementation for multiple hosts is the Customer's responsibility. Alepo application servers are not 'Cluster Aware'. Supported virtual IP technologies for incoming interfaces are:
    - External Solution: Layer 7 switch or any external load balancing solution that is transparent to applications.
- To support load balancing or SSL offload with location branding, a load balancer must be capable of forwarding the XFF header in order to enable Alepo to capture the client-IP. Upon request, Alepo can provide a list of load balancers that support XFF.
- File based interfaces are local to the application server and do not include merging and synchronization of multiple sources. That means that in case of:
  - Outgoing file interface – processing of files from multiple hosts must be supported by the External Systems, including reading from multiple sources, or merging preprocessing and duplicate record identification.
  - Incoming file interface – event files from multiple sources must be merged before transferred to Alepo system. Events must include a globally unique event identifier, which must be same for duplicate event records.

3. Responsibility Matrix

Responsibility Matrix			
	Description	Alepo	Customer
A	Accountable for Task		
S	Limited Support for Task		
C	Consulted		
I	Informed		
1.	Placing Order		
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	

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2.	For Orders Subject to a Commercial Letter of Credit:		
2.1.	Request additional documents to be made for presentation (other than invoice issued by Alepo)		A
2.2.	Approve or reject additional presentation requests	A	
2.3.	Obtain from issuing bank list of US banks it has relationship with for L/C confirmations and forward such list for Alepo		A
2.4.	Approve issuing bank and provide details of confirming bank and special instructions to Customer	A	
2.5.	Issue L/C to confirming bank		A
2.6.	Provide comments and respond to banks messages	A	A
2.7.	Confirm L/C	A	
3.	Project Management		
3.1.	Assign Alepo project team with a project manager who work as a single contact person	A	
3.2.	Assign Customer project team with a project manager who works as a single contact person		A
3.3.	Customer project team to include: Project Manager with immediate decision-making authority Network Engineer System Engineer Database Administrator		A
3.4.	Provide list of on-site engineers for available for project and documents for Visa processing	A	
3.5.	Process Visas for Alepo engineers (including Invitation letters and work permits is applicable)	S	A
3.6.	Provide, as needed, business plans and marketing documentation for this project		A
3.7.	Necessary Alepo project team members to Attend Project Meetings as scheduled	A	
3.8.	Necessary Customer project team members to Attend Project Meetings as scheduled		A
3.9.	Provide all agreed-on project documents as per project timeline	A	
3.10.	Approve documents within specified timeline to avoid project delays.	C	A
3.11.	Provide project timeline for delivery (Based on commercial timeline and milestones agreed).	A	I
3.12.	Notify Alepo Project team immediately of all project and timeline updates or delays from Customer side		A
3.13.	Notify Customer Project team immediately of all project and timeline updates or delays from Alepo side	A	
3.14.	Negotiate, control and approve the project alteration	A	S
3.15.	Alert Alepo within reasonable timeframe if additional time is needed to prepare for onsite implementation.		A

4.	Final Scope of Work		
4.1.	Creation of SOW on time according to project Scope of work	A	
4.2.	Deliver SOW to Customer on time	A	
4.3.	Provide SOW feedback to Alepo within project timeline	C	A
4.4.	Approve SOW	I	A
4.5.	Deliver project according to Customer approved SOW	A	S
4.6.	Successfully run tests for the acceptance criteria onsite with Customer	A	S
4.7.	UAT testing with or without the help of Alepo engineers	S	A
4.8.	Agree on appropriate time and arrange Alepo staff to be present for test execution	A	
4.9.	Agree on appropriate time and arrange Customer staff to be present for test execution		A
4.10.	Sign off on the acceptance upon successful testing	I	A
5.	Hardware and Connectivity		
5.1.	Test computer set up will be provided. (Includes computer that is connected to the Access network and any relevant CPEs/Modems to allow for End-to- End testing)	S	A
5.2.	Ensure that UPS system is in place		A
5.3.	Ensure connectivity from Alepo remote systems.	S	A
5.4.	Set up Database Server (In high availability if applicable to project)	A	
5.5.	Validate that hardware is reachable to and from the internet	S	A
5.6.	Ensure connectivity from Alepo remote systems	S	A
5.7.	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
5.8.	Provide Switches and/or connectivity to switching fabric		A
	If Hardware is not in scope of Alepo as per Bill of Materials:		
5.9.	Secure rack space		A
5.10.	Purchase Relevant Hardware for the project		A

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5.11.	This can include Application Servers, Database Servers, Staging Server, and other OSS/BSS server components as needed for this project (please refer to HW requirements section for details): • Staging Server • Web portal servers • Alepo Application servers • Database Servers • Storage device • Backup server • Layer 7 Switches (BLB) • Layer 2 Switches • Management Server		A
5.12.	Install relevant Operating system and software on servers (OS, Database applications, etc.) Operating System and software installed should be ones specified in the Scope of Work, or, if not specified, the most current version will be used with all patches, unless other requests are made.	S	A
5.13.	Prepare racks for server installation in collocation facility or datacenter (Includes cabling and relevant network connections)		A
5.14.	Rack all hardware and power on		A
5.15.	Set up Layer 7 switch for high availability (if applicable to project) and ensure Switches and/or connectivity to switching fabric to available.		A
5.16.	Remote access to all systems for this project will be made available through remote desktop (terminal services) for Windows and Telnet or SSH for a Unix platform. (If VPN connection is needed Alepo public IPs can be provided)	S	A
5.17.	Ensure that there are no restrictions to either physical or remote access to all network elements, application and database servers 24x7 for integration.		A
	If purchasing HW from Alepo as per Bill of Materials (Responsibilities beyond ones listed above)		
5.18.	Submit Purchase Order and Payments on time		A
5.19.	Prepare and procure all hardware for shipping from USA	A	
5.20.	Inspection Site and rack space readiness		A
5.21.	Unpack Equipment at Site	A	
5.22.	Secure rack space	S	A

5.23.	This can include Application Servers, Database Servers, Staging Server, and other OSS/BSS server components as needed for this project (please refer to HW requirements section for details): • Staging Server • Web portal servers • Alepo Application servers • Database Servers • Storage device • Backup server • Layer 7 Switches (BLB) • Layer 2 Switches Management Server	A	
5.24.	Install relevant Operating system and software on servers (OS, Database applications, etc.) Operating System and software installed should be ones specified in the Scope of Work, or, if not specified, the most current version will be used with all patches, unless other requests are made.	A	
5.25.	Prepare racks for server installation in collocation facility or datacenter (Includes cabling and relevant network connections)	A	
5.26.	Rack all hardware and power on	A	
5.27.	Set up Layer 7 switch for high availability (if applicable to project) and ensure Switches and/or connectivity to switching fabric to available.	A	
5.28.	All Customs details including clearance and duties for all purchases	S	A
5.29.	Custom clearance documentation	S	A
5.30.	Provide invoices, packing list etc. for custom clearance	A	
5.31.	Payment of Govt. taxes/duties on imported equipment		A
5.32.	Local shipping arrangements and payment		A
5.33.	International Shipping	A	
5.34.	Insurance	A	
5.35.	Procure local hardware support (as needed)		A
5.36.	Handle transfer of any manufacture warranty (if relevant)	A	S
6.	Technical Integration		
6.1.	Customer Technical resources will be available for any clarifications required on interfacing with their systems		A
6.2.	Provide Alepo Project team with all required documentation on current/future network	S	A
6.3.	Provide, as needed, business plans and marketing documentation for this project	C	A
6.4.	Provide support as needed to Alepo implementation team		A
6.5.	Provide relevant documentation for any integration points or network elements in this project such as API integration points, SMSC, etc.	S	A
6.6.	Provide specific APIs, test clients, WSDLs, etc. as needed for project specific integration points	S	A

6.7.	Review Documentation provided	A	S
6.8.	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
6.9.	Arrange any needed conference calls or direct communication with third parties involved	A	S
6.10.	Obtain a commercial support agreement listing Alepo's engineer as a contact person from each third party Alepo is required to integrate with.		A
6.11.	Customer has trained resources with skill sets described "Recommended Customer Technical Staff" Appendix from Alepo's proposal		A
6.12.	If not procured form Alepo, the network element is using the Operating System specified in the Scope of Work, or, if not specified, the most current version will be used with all patches.		A
7.	On-Site Preparation		
7.1.	Finalize Visa for Alepo engineers	S	A
7.2.	Obtain local transportation and airfare (Customer may choose to provide)	A	C
7.3.	Reserve local accommodation (Customer may choose to provide)	A	C
7.4.	Delivery of the official Onsite Readiness document outlining details to be completed before onsite mission	A	
7.5.	Completion and returning Onsite Readiness document before final travel dates are booked		A
7.6.	By the time implementation phase commences: Access Network, Core Network, and all Network Elements Alepo needs to integrate with are ready for integration and launch (i.e. do not require additional configuration steps to be deployed in production).	S	A
7.7.	All firewalls rules and correct static routes are in place.	S	A
7.8.	Each Alepo host has been tested and can ping each Network Element; all Network Elements have been tested and can ping each Alepo Host.	S	A
7.9.	Customer needs to provide two integration points list: one for the production environment and one for staging. Each list should identify each integration point and include IP addresses, ports, failover mechanism, security credentials, and any other information relevant for integration.	C	A
7.10.	In cases where Customer needs more time to prepare for onsite or remote implementation, it is the Customer's responsibility to inform Alepo within a reasonable timeframe.		A
8.	Training		
8.1.	Supply Training Facilities appropriate to accommodate the trainees		A
8.2.	Supply a computer for each trainee		A
8.3.	Supply a projector at Training site		A
8.4.	Supply a staging machine or network accessible desktop to host training application	S	A
8.5.	Ensure internet connectivity at Training Site		A
8.6.	Provide appropriate trainer and training program for the project	A	

8.7.	Provide certificate of training upon course completion	A	
8.8.	Complete feedback form after completion of training	S	A
9.	Public Relations and Marketing		
9.1.	Supply a high-resolution company logo (.eps, .jpg or .png format) & usage guidelines		A
9.2.	Write and distribute a press release announcing the project.	A	C
9.3.	Supply information and collaboration on all marketing & PR efforts as defined in the SOW	S	A

Table 1: Responsibility Matrix

Note: Not meeting all customer responsibilities may cause delays and have commercial impacts (see section Changes with Commercial Impacts)

4. Payment and Other Commercial Terms

4.1. Payment Terms

- Unless otherwise quoted, only Alepo licenses & professional services are included.
- Hardware, OS & third-party software is the responsibility of the SI/Reseller if relevant or the end customer, unless otherwise purchased from Alepo
- All prices are in $USD, unless otherwise quoted.
- Fees quoted in Alepo's Proposal, is exclusive of all taxes (including, but not limited to, sales, excise, value-added, business, goods and services, withholding and other similar taxes or duties as applicable according to Customer's local law). All such taxes imposed on the fees quoted by Alepo in connection with this agreement shall be borne solely by the Customer, however such amounts payed by Alepo towards the taxes shall not be deducted from the fees paid by Customer to Alepo.
- Only the entity named in the proposal may use the product and/or may contact technical support.
- Delivery of software and license will be done electronically and is CPT (incoterms 2010) Tortola, British Virgin Islands.
- Delivery of Hardware, if purchased by Alepo, is CPT (incoterms 2010) Austin, TX, USA or Mumbai, India (as determined by Alepo).
- All invoices are due upon receipt.
- License key will be delivered to the Customer once all outstanding payments have been made by the Customer.
- Use of any Alepo software is subject to End User License Agreement (**Section 6**), which is a binding contract between the Customer and Alepo.

4.2. Additional Fees

Description	Amount
Delays that are the responsibility of the Customer when Alepo engineer is onsite during the installation phase.	$3,500 per week
Additional SOW iterations (beyond what is defined in the technical proposal)	$5,000
Professional services rate per staff-day	$900
Travel and Expenses (See expected Travel in Professional Services Description)	Invoiced as accrued
All other orders	Invoiced 100% upon order, with Travel & Expenses and additional fees invoiced as accrued

Table 2: Additional Fees

4.3. Optional Services

Professional Services*	Price	Unit
Senior Level Consulting	$2,500	(8 hrs.)
Technical Consultant	$1,575	(8 hrs.)
Project Management	$1,300	(8 hrs.)
Implementation, Developer (Customizations)	$900	(8 hrs.)
Standard Admin Training (First five attendees)	$7,000	3-day course
Standard Admin Training (Per additional attendee after five)	$1,500	3-day course
API Documentation and Support	$15,000	1
Short term insourcing* (Handholding) Long term yearly and multi-yearly rates quoted upon request	$10,000 Travel & expenses not incl. billed as accrued	Month
Long term yearly and multi-yearly rates quoted upon request	Travel & expenses not incl. billed as accrued	

Table 3: Optional Services

*The above rates are the average daily rates that may be charged, and consideration is given to the project duration and level of effort when quoting a change. All such orders (will be Invoiced 100% upon order).

4.4. Users Applicable to License Count

Alepo's Software license is governed by Alepo EULA in **Section 6**. 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.

4.5. Late Fees and Default

Late fees and interest equalling to 30% APR or the maximum permitted by law, will be assessed if Customer is late more than fourteen (14) days after receipt of invoice (e.g. upon ATP approval). The Customer is in default if the payment is not received within 15 days after receiving late payment notice. Once Customer is in default, Alepo may halt any work on the project or services and is entitled to draw from a Letter of Credit or require pre-payment of 100% of project total plus late fees and interest as condition to resume work.

4.6. Acceleration of Payment Terms

Once Customer caused timeline delays exceeds 60 days in aggregate, Alepo may invoice Customer for the next milestone, even though milestone is not met. Payment is due immediately.

4.7. 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 the 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.

4.8. Project Changes and Cancellations

4.8.1. Changes

4.8.1.1. Reductions in Scope of Work

In some cases, Alepo and the Customer may choose to narrow testing of specific features (e.g. when a third-party dependency during requirement tuning phase is holding progress). For that or any other reason, if a Customer agrees to reduce SOW in a way that certain services, features or customizations are excluded or partially shown in the SOW, there will be no partial refund or credit.

4.8.1.2. Changes Without Commercial Impact

Alepo's agile development methodology allows reaction to Customer feedback and changes to the project as long as the change does not require extra work or rework. For example, one user story (new feature) may be exchanged for another user story if the work is of a similar level and work has not started on the first user story.

4.8.1.3. Changes with Commercial Impact

If Customer decides to do a phased implementation, or otherwise introduce a change to the network or integration environment, during or after implementation, in a way that requires Alepo engineers to reinstall, reconfigure, retest, or otherwise repeat tasks already performed, such tasks will be invoiced on a time and materials basis for extra effort as a result of the change.

Examples of changes with commercial impact:

- Adding a new feature or expanding the scope of an existing feature
- Replacing a partially built feature with a new one
- Additional release cycle (system building and system testing)
- Additional on-site deployment trip
- Any other change that results in extra effort

4.8.1.4. Changes Because of Professional Services Cap

All projects use the Alepo Agile methodology for development and implementation and include a professional services cap. If the professional services cap is not mentioned in the BOM, then the year 1 budget is divided by 1200 in order to reach the person day cap.

If during the workshop, Alepo and the Customer realize the cap has been reached, Alepo and the Customer will work together to change the SOW in such a way that the cap is met.

4.8.1.5. Development Post Commercial Go Live

After commercial go-live or the initial phase has been deemed accepted, implementation may continue using Alepo's agile development methodology (detailed in the technical proposal), which will be invoiced on a time and material basis. If items from the original SOW are not developed for the initial phase, and later developed in a future phase, there will be no refund or credit for these items as detailed in "Changes" above. If a significant part of the scope had been reduced from the initial phase, Alepo will engage in discussion with the Customer on impact to move forward.

4.9. Cancellations

4.9.1. 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.

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4.9.2. 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 in approving or completing dependent tasks for more than 4 weeks (example is not approving the SOW).

The cancellation fee and schedule are based on the project types.

4.9.3. License Only

100% of license fees due upon cancellation.

4.9.4. 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.

4.9.5. Time and 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.

4.9.6. Force Majeure

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

4.10. Terms Applicable for Fixed Cost Projects

- Any delay, not caused by Alepo, and requires Alepo's resources to work additional days, will be invoiced separately on a time and materials basis.
- Once the onsite implementation phase begins, if there are delays in access network, core network, or network elements readiness, or delays in other non-Alepo dependencies, Alepo engineers' idle time will be invoiced on time and materials basis.
- If during the requirements tuning phase, new requirements are discovered that were not known at the time of sale, the addition of these requirements to the Alepo will require a change request.

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5. Marketing and Public Relation Terms

- Upon proposal acceptance, Alepo may issue a press release announcing the project, including an overview of the products and 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 the 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.
  - Revise and approve the case study within a reasonable time frame as per the opportunity given by Alepo marketing personnel.
  - 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.
  - Allow 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.

6. EULA Terms

The End User License Agreement (EULA) is a binding contract between Alepo and the Customer governing Customer's right to use licensed software, modules etc. purchased from Alepo subject to the terms and conditions contained therein.

The use of the license software procured from Alepo is subject to the EULA, which may be accessed through the following link: https://www.alepo.com/wp-content/uploads/2018/06/20180613_Alepo_Agreement_EULA.pdf. Customer agrees to be legally bound by the terms and conditions of this EULA. Terms and conditions of the EULA may be modified and posted on Alepo's website from time to time. Customer further agrees that Customer's employees or any person Customer authorizes to use the licensed software will also be legally bound by the terms and conditions of this EULA. This EULA is subject to change without prior notice and the Customer will be notified via email of changes, but Customer should in any event ensure they check the EULA from time to time.

The EULA shall be deemed binding upon the Customer once Alepo's proposal is accepted by the Customer. Customer shall be deemed to have read and irrevocably and unconditionally agreed to the EULA, which may be accessed through the following url: https://www.alepo.com/wp-content/uploads/2018/06/20180613_Alepo_Agreement_EULA.pdf before accepting Alepo's proposal.

7. Support/SLA Policy

Alepo shall provide support and technical assistance to the Customer as per its SLA policy. Alepo shall provide the Customer with a documented SLA policy, which shall be constituted as an integral part of the Agreement.

8. Proposal Acceptance and Governing Law

Upon acceptance of Alepo's proposal by Customer, the documents listed below shall be deemed as a binding contract between Alepo and Customer and shall be constructed and interpreted under laws of State of Texas, United States. Any controversy, dispute or claim arising out of or relating to this proposal or breach thereof shall be initiated and maintained in courts of Austin, Texas. Any inconsistency, ambiguity or conflict between the various attachments and documents which form a part of the contract between Alepo and Customer shall be resolved in the following order of precedence (with "1." having the highest priority):

1) EULA;
2) Final SOW;
3) BOM;
4) Terms of Purchase;
5) Professional Services Description and other additional appendices provided by Alepo (if any).

Acceptance of this proposal and all the documents listed above occurs in one or more of the following ways:

- Making the first payment; and/or
- Submitting a purchase order; and/or
- Returning this proposal signed.

For example, if you do not sign the proposal but do make payment and/or submit a purchase order you are still deemed as accepting the terms of the proposal and the End User License Agreement.

Notwithstanding anything contained in the Proposal or any other document, Alepo's timeline commitment starts after the first payment is received.

Unless agreed otherwise in writing, it is not possible to add terms that change the terms of this proposal using a Purchase Order. Changes that are acceptable to both parties can be done by Alepo issuing and Customer accepting a New Proposal, a Change proposal, or by incorporating them in a separate contract.

This document may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

On behalf of Alepo

On behalf of Customer

Alepo Entity Name:

Customer Entity Name:

Name of Authorized Signatory:

Name of Authorized Signatory:

Designation:

Designation:

Date:

Date:

Contact Us

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