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ORDER FORM 3061541424 ("Order Form")
to the
SAP CLOUD BPO PROGRAM AGREEMENT
SOLUTION EXHIBIT - BPO from Cypher to ZAD cloud subscription
effective 01.12.2020 ("Order Form Effective Date")

between: SAP Software and Services LLC, 61 Al Funduq Street, Alfardan Towers, 16th Floor - Office No. 1,
PO 23443, West Bay, Doha, Qatar, (hereinafter "SAP")
and: Cypher One Software Design, Meena Street, Near Doha Port, 00000, Doha, Qatar, (hereinafter
"Provider")

1. PREAMBLE

SAP and Provider agree that this Order Form is a binding agreement for SAP Cloud Services, governed by the terms and conditions of the Agreement. In particular, the current versions of the following documents shall apply to this Order Form.

Agreement	Location
Order Form	
a) Cloud Service Supplemental Terms and Conditions ("Supplement");	http://www.sap.com/agreements-cloud-supplement
b) Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")	http://www.sap.com/agreements-cloud-services-consulting-supplement
Support Policy for SAP Cloud Services	http://www.sap.com/agreements-cloud-support
Service Level Agreement for SAP Cloud Services ("SLA")	http://www.sap.com/agreements-cloud-service-level-agreement
Data Processing Agreement for SAP Cloud Services ("DPA")	http://www.sap.com/agreements-cloud-data-processing

All capitalized terms in this Order Form shall have the meaning ascribed in the Agreement, unless stated otherwise herein. SAP recommends Provider prints copies of the above documents for Provider's own records.

2. CUSTOMER

- 2.1 The Cloud Services delivered under this Order Form may only be used for the Customer defined in Schedule 1 below. Any use of the term "Customer" in this Order Form will be specific to the Customer listed in Schedule 1.
- 2.2 Provider hereby confirms that itself or one of its Affiliates has entered into a Customer Service Agreement with the Customer.

3. ORDER FORM TERM AND SUBSCRIPTION FEES

- 3.1 The Order Form Term for the SAP Cloud Service(s) subscribed by Provider pursuant to this Order Form is five (5) years, starting at the Order Form Effective Date. This Order Form shall renew as described in the SAP Cloud BPO GTCs.
- 3.2 The Total Net Price is 993,422,24 USD
- 3.3 SAP will invoice Provider in the Payment Currency. Payment Currency for this Order Form is USD.
- 3.4 Provider will pay to SAP all fees due within thirty (30) days of date of invoice.
- 3.5 Billing interval is quarterly in arrears.

4. SAP CLOUD BPO SUPPORT SERVICES

SAP Cloud BPO Support for this Order Form is made available by SAP as described in the Agreement.

5. SAP CLOUD SERVICES ALLOCATION

All SAP Cloud Services subscribed under this Order Form are allocated to Customer ("Allocated Units"). Provider agrees that the Allocated Units can only be used for delivering BPO Services to such Customer.

6. DATA PRIVACY AND SECURITY

SAP and Provider agree on the provisions of the DPA for the SAP Cloud Services listed in Schedule 1. The DPA is part of this Order Form by way of reference and forms a written agreement for commissioned data processing. For certain SAP Cloud Services, obligations that extend beyond the DPA can be included in the relevant product-specific Supplement.

In the case of electronic contract conclusion, SAP recommends that after entering into this present Order Form, Provider documents in writing for Provider's records the DPA referred to in this present Order Form, as follows: Provider may, citing the contract number for this present Order Form, request, and SAP will thereupon provide, a hard copy, signed by SAP, of the content of this present Order Form, which Customer will countersign and return to SAP.

7. SPECIAL CONDITIONS

The definition of „customer affiliate“ for this order form shall be as follows:

„Customer Affiliate“ means any legal entity in which the Customer, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered a Customer Affiliate for only such time as such interest is maintained.

„Affiliate“ means:

(i) a legal entity located in the Territory in which Customer directly or indirectly holds more than fifty percent of the shares or voting rights or such legal entity is Controlled by the Customer; and

(ii) a legal entity located in the Territory in which 7 Brother Group Holding W.L.L. with address at P.O. 3805 Doha, Qatar („Parent“) directly or indirectly holds more than fifty percent of the shares or voting rights or such legal entity is Controlled by the Parent provided that (i) Parent is located in Qatar and (ii) Parent at all times directly or indirectly holds more than fifty percent of the shares or voting rights of the Customer; and

(iii) Parent shall be considered an Affiliate under this Agreement provided that Parent at all times directly or indirectly holds more than fifty percent of the shares or voting rights of the Customer.

„Control“ means in reference to a legal entity is defined as the ability to solely direct the management of such legal entity and the right to appoint or remove the majority of the board of directors. For the avoidance of doubt, in no event may a third party have a veto right or any other right or ability to circumvent the sole control of Licensee towards the Affiliate.

8. SPECIAL CONDITIONS – SFSF PRODUCTS

Customer may add additional Users, or other applicable Usage Metrics, of the Service(s) subscribed to hereunder until 15.10.2025, at the prices set forth herein, in minimum increments of 100 Users, or other applicable Usage Metrics and

a minimum subscription term of three (3) months, by signing an additional Order Form. Fees for additional purchases shall be invoiced, and are due and payable, quarterly in arrears.

9. SPECIAL CONDITIONS – OTHER CLOUD PRODUCTS

Customer may add additional Users, or other applicable Usage Metrics, of the Service(s) subscribed to hereunder until 15.10.2025, at the prices set forth herein and a minimum subscription term of three (3) months, by signing an additional Order Form. Fees for additional purchases shall be invoiced, and are due and payable, quarterly in arrears.

10. DATA CENTER LOCATION: system determined

11. EU ACCESS OPTION: no

12. ELECTRONIC SIGNATURE ACCEPTANCE


The Parties agree that signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures made in writing.

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Accepted By:

Cypher One Software Design

(Provider)


Name: TARIQUE MOHAMMAD
Title: CEO
Date: 11-OCT-2020

Name: _____
Title: _____
Date: _____



Period 2 From 01.12.2021 To 30.11.2022

SAP Service	Cloud	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF ENTERPRISE PACKAGE, CPI OPTION		Users EN	500	36.900,00	01.12.2021	30.11.2022	36.900,00
SAP SFSF VISA AND PERMIT MANAGEMENT		Users EN	1.000	21.350,40	01.12.2021	30.11.2022	21.350,40
SAP IBP FOR DEMAND		Revenue EN	1	36.081,00	01.12.2021	30.11.2022	36.081,00
SAP IBP FOR SALES & OPERATIONS		Revenue EN	1	36.081,00	01.12.2021	30.11.2022	36.081,00
SAP SUPPLY CHAIN CONTROL TOWER		Revenue EN	1	22.000,00	01.12.2021	30.11.2022	22.000,00
SAP ANALYT CLD FOR BI PRED PUBLIC(CS)		Concur Ses EN	3	15.169,00	01.12.2021	30.11.2022	15.169,00
SAP ANALYT CLOUD BI PRED PUBLIC OP (USR)		Users EN	30	5.070,00	01.12.2021	30.11.2022	5.070,00
SAP ANALYT CLOUD, PLAN PRED PROF ED PUBL		Users EN	1	5.101,00	01.12.2021	30.11.2022	5.101,00
SAP ANALYT CLOUD, PLAN PRO STD PUBLIC ED		Users EN	10	4.312,30	01.12.2021	30.11.2022	4.312,30
SAP DIGITAL BOARDROOM PRED ED PUB OP		Installations EN	2	21.380,00	01.12.2021	30.11.2022	21.380,00

Total Fee in USD

203.444,70

USD
x3=50.861.18
12
GAR
185.055.01

Period 3 From 01.12.2022 To 30.11.2023

SAP Service	Cloud	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF ENTERPRISE PACKAGE, CPI OPTION		Users EN	500	36.900,00	01.12.2022	30.11.2023	36.900,00
SAP SFSF VISA AND PERMIT MANAGEMENT		Users EN	1.000	21.350,40	01.12.2022	30.11.2023	21.350,40
SAP IBP FOR DEMAND		Revenue EN	1	36.081,00	01.12.2022	30.11.2023	36.081,00
SAP IBP FOR SALES & OPERATIONS		Revenue EN	1	36.081,00	01.12.2022	30.11.2023	36.081,00