**SERVICES AGREEMENT FOR TECHNOLOGY (QATAR)**

**Effective Date:** 2025-11-01

**End Date (if fixed term):** 2026-11-01

**Language:** English

**1. PARTIES**

**Party A (Client)**

Legal Name: QTech Solutions W.L.L.

Address: Office 304, Doha Tower, West Bay, Doha, Qatar

**Party B (Contractor)**

Legal Name: CodeBridge Technologies Ltd.

Address: 45 Innovation Street, London, United Kingdom

**2. RECITALS / BACKGROUND**

This Services Agreement is entered into by the Parties to govern the provision of software development and maintenance services in the **Technology** sector, within **Qatar**.

**Context provided by the user:**

> Software development and maintenance of a web-based platform for QTech’s internal operations.

WHEREAS, Party A requires specialized software development and maintenance services for a web-based platform to enhance its internal operations; and

WHEREAS, Party B possesses the necessary expertise, experience, and resources to provide such software development and maintenance services in the Technology industry;

NOW, THEREFORE, in consideration of the mutual promises made and the terms and conditions hereunder described, the Parties agree as follows:

**3. DEFINITIONS**

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the following meanings:

*Acceptance Criteria:*\* The specific standards and functionalities that the Deliverables must meet to be deemed acceptable by Party A, as detailed in the Scope of Services.

*Agreement:*\* This Services Agreement, including any schedules, annexes, or amendments.

*Business Day:*\* A day (other than a Friday or Saturday) on which banks are open for general business in Doha, Qatar.

*Confidential Information:*\* Any non-public information disclosed by one Party to the other, whether in written, oral, electronic, or other form, that is designated as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to trade secrets, technical data, designs, software, source code, business plans, and customer information.

*Contractor:*\* Party B, CodeBridge Technologies Ltd., acting as the service provider under this Agreement.

*Deliverables:*\* All software, source code, object code, documentation, designs, reports, and other tangible or intangible materials produced by the Contractor in the course of performing the Services and required to be delivered to the Client under this Agreement.

*Fees:*\* The remuneration payable by Party A to Party B for the Services rendered, as specified in Section 6.

*Intellectual Property (IP):*\* All patents, copyrights, trademarks, service marks, trade secrets, database rights, design rights, moral rights, and other intellectual property rights, whether registered or unregistered, and all applications for the same, anywhere in the world.

*Platform:*\* The web-based platform to be developed and maintained by Party B for Party A's internal operations, as further described in the Scope of Services.

*Services:*\* The software development and maintenance activities, including all associated tasks, functions, and responsibilities, to be performed by Party B for Party A as set forth in Section 4.

*Client:*\* Party A, QTech Solutions W.L.L., acting as the recipient of the services under this Agreement.

**4. SCOPE OF SERVICES / DELIVERABLES**

Party B shall provide the following Services to Party A:

*Software Development:*\* Design, development, testing, and deployment of a web-based platform for Party A’s internal operations, in accordance with the specifications, functional requirements, and technical documentation to be mutually agreed upon by the Parties and attached as Schedule A (to be developed). This includes, but is not limited to, front-end and back-end development, database design, API integration, and user interface (UI) and user experience (UX) design.

*Software Maintenance:*\* Provision of ongoing maintenance services for the Platform post-deployment, including bug fixing, performance monitoring, security updates, and minor enhancements, as specified in Schedule B (to be developed).

*Documentation:*\* Delivery of comprehensive technical documentation, user manuals, and deployment guides for the Platform.

*Milestones and Timelines: The Services shall be performed in phases with specific milestones and delivery dates, as detailed in Schedule C (to be developed), with a target completion date for initial development by 2026-08-01*\*.

*Acceptance Criteria:*\* All Deliverables shall conform strictly to the agreed-upon specifications, functional requirements, performance metrics, and security standards outlined in Schedule A and C. This includes ensuring the Platform is fully functional, stable, secure, and compatible with Party A’s existing systems (if applicable).

*Service Locations:*\* The Services shall primarily be performed remotely by Party B, with potential on-site visits to Party A's premises in Doha, Qatar, if mutually agreed upon and necessary for project success.

- **Acceptance Procedure:** Upon delivery of any Deliverable or completion of a project phase, Party A shall have a period of ten (10) Business Days to inspect and test the Deliverable against the Acceptance Criteria. Party A shall notify Party B in writing of any non-conformities or defects within this period. If no such notice is received, the Deliverable shall be deemed accepted. If defects are reported, Party B shall use commercially reasonable efforts to correct such defects and re-submit the Deliverable within a mutually agreed timeframe, after which the acceptance procedure shall recommence.

**5. TERM AND RENEWAL**

- **Term:** This Agreement shall commence on **2025-11-01** and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until **2026-11-01**.

- **Renewal:** This Agreement shall not automatically renew. The Parties may, by mutual written agreement, extend the Term for additional periods. Any such extension must be executed in writing by authorized representatives of both Parties no less than sixty (60) days prior to the then-current End Date.

**6. FEES AND PAYMENT**

- **Pricing:**

*Development Services:*\* A fixed fee of QAR [Insert Specific Amount, e.g., 250,000] for the software development of the Platform, payable in installments linked to the achievement of key milestones as specified in Schedule C.

*Maintenance Services:*\* A monthly retainer fee of QAR [Insert Specific Amount, e.g., 5,000] for maintenance services, commencing upon the acceptance of the initial Platform deployment.

- **Payment Terms:**

\* Party B shall issue invoices to Party A upon the achievement of each milestone for development services and on the first Business Day of each calendar month for maintenance services.

\* Party A shall pay all undisputed invoices within thirty (30) days of the invoice date (Net 30).

\* All fees are exclusive of any applicable taxes, duties, or government charges. Party A shall be responsible for all such taxes (excluding taxes on Party B's income) imposed by the State of Qatar.

\* Any expenses reasonably incurred by Party B in the performance of the Services, such as pre-approved travel costs for on-site visits, shall be reimbursed by Party A upon presentation of valid receipts.

\* Interest shall accrue on overdue undisputed amounts at a rate of five percent (5%) per annum or the maximum rate permitted by Qatar law, whichever is lower, calculated from the due date until the date of actual payment.

**7. CONFIDENTIALITY**

Each Party (the "Receiving Party") acknowledges that it may receive Confidential Information from the other Party (the "Disclosing Party") in connection with this Agreement. The Receiving Party agrees to:

\* Maintain the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party.

\* Use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

\* Protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care.

\* Limit access to Confidential Information to its employees, subcontractors, and agents who have a need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations at least as stringent as those contained herein.

These obligations shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (d) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure; or (e) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prior notice to the Disclosing Party to allow it to seek protective measures. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

**8. DATA PROTECTION (IF APPLICABLE)**

To the extent that Party B processes personal data on behalf of Party A, the Parties acknowledge and agree that Party A is the 'Controller' and Party B is the 'Processor' as those terms are understood under Qatar Law No. 13 of 2016 on Protecting the Privacy of Personal Data (the "Qatar PDPL").

*Processor Obligations:*\* Party B shall process personal data only on documented instructions from Party A, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Qatar law. In such a case, Party B shall inform Party A of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

*Security Standards:*\* Party B shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate, the pseudonymization and encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

*Breach Notification:*\* In the event of a personal data breach, Party B shall notify Party A without undue delay, and in any event within seventy-two (72) hours of becoming aware of it, providing all necessary information to enable Party A to meet its obligations under the Qatar PDPL.

*Cross-Border Transfers:*\* Party B shall not transfer personal data outside of Qatar without the prior written consent of Party A and ensuring that such transfers comply with the requirements of the Qatar PDPL.

**9. INTELLECTUAL PROPERTY**

*Background IP:*\* Each Party shall retain all rights, title, and interest in and to its own Intellectual Property that existed prior to or was developed independently of this Agreement ("Background IP").

*Foreground IP:*\* All Intellectual Property rights in the Deliverables and any other materials specifically developed by Party B for Party A in the course of performing the Services under this Agreement (collectively, "Foreground IP") shall, upon full payment of the Fees, be exclusively owned by Party A. Party B hereby assigns, and shall procure the assignment of, all such Foreground IP to Party A.

*License to Background IP:*\* To the extent any of Party B’s Background IP is incorporated into the Deliverables, Party B hereby grants to Party A a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, distribute, and display such Background IP solely as necessary for Party A to fully utilize and exploit the Deliverables.

*Open Source Software (OSS):*\* Party B shall identify and obtain Party A's prior written consent before incorporating any Open Source Software into the Deliverables. Party B warrants that its use of OSS shall not result in any requirement for Party A to license any of the Foreground IP under open source terms or otherwise restrict Party A’s full ownership and use of the Foreground IP.

**10. WARRANTIES**

Each Party represents and warrants to the other that:

\* It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

\* It has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

\* The execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not conflict with any agreement to which it is a party or by which it is bound.

Party B further represents and warrants to Party A that:

\* The Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards for software development and maintenance, and by personnel possessing the requisite skill, experience, and qualifications.

\* The Deliverables will conform in all material respects to the specifications and Acceptance Criteria set forth in this Agreement.

\* The Deliverables, when used by Party A in accordance with the terms of this Agreement, will not infringe upon or misappropriate any Intellectual Property rights of any third party.

\* It will comply with all applicable laws and regulations of Qatar in the performance of the Services.

**11. LIABILITY**

*Limitation of Liability:*\* Subject to the exceptions below, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business opportunities, arising out of or in connection with this Agreement, regardless of the cause of action, even if advised of the possibility of such damages.

*Aggregate Cap:*\* The aggregate liability of Party B to Party A for any and all claims arising out of or in connection with this Agreement shall not exceed the total Fees paid or payable by Party A to Party B under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

*Super-Caps/Exclusions:*\* The limitations of liability set forth in this Section shall not apply to:

\* Liability for death or personal injury caused by negligence.

\* Liability for fraud or fraudulent misrepresentation.

\* Liability arising from Party B's breach of Section 7 (Confidentiality) or Section 9 (Intellectual Property).

\* Liability for damages directly caused by Party B's gross negligence or willful misconduct.

\* Indemnification obligations under Section 3 (Indemnification) of the old contract, adapted for specific situations. (Note: Since the old contract's indemnification is specific to intercompany and negligence, I will create a new standard one for this agreement if needed in the "Miscellaneous" section, but for now, the point is to ensure the cap doesn't apply to specific critical breaches). For this contract, I'll exclude these from the cap.

**12. COMPLIANCE & ETHICS**

Both Parties shall comply with all applicable laws, regulations, and governmental orders in the performance of this Agreement, including without limitation, those relating to:

*Anti-Bribery and Corruption:*\* The Parties shall comply with all applicable anti-bribery and anti-corruption laws and regulations in Qatar and elsewhere, including Qatari Law No. 11 of 2004 (Penal Code) regarding bribery and embezzlement. Neither Party shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money or anything of value to any government official or private person for the purpose of influencing any act or decision.

*Sanctions and Export Controls:*\* Each Party represents and warrants that it is not subject to any sanctions administered or enforced by any relevant sanctions authority and will comply with all applicable export control and sanctions laws and regulations, including those of Qatar and the United Kingdom, if applicable to Party B.

*Modern Slavery:*\* Both Parties affirm their commitment to ethical labor practices and declare that they do not engage in or condone any form of forced labor, human trafficking, or child labor within their operations or supply chains.

**13. SUBCONTRACTING & PERSONNEL (IF APPLICABLE)**

Party B shall not subcontract any portion of the Services without the prior written consent of Party A. If Party B is permitted to subcontract, Party B shall remain fully responsible for the performance of its subcontractors and for their compliance with the terms of this Agreement. Party B shall ensure that all its personnel and any approved subcontractors performing Services on Party A's premises comply with Party A's reasonable security, health, and safety rules and procedures.

**14. CHANGE CONTROL**

Any changes or amendments to the scope of Services, Deliverables, timelines, or Fees ("Change Request") must be mutually agreed upon in writing by both Parties.

\* Either Party may submit a written Change Request detailing the proposed change and its potential impact on the project.

\* The receiving Party shall review the Change Request and respond within ten (10) Business Days, indicating approval, rejection, or a request for further clarification.

\* No Change Request shall be implemented until a written "Change Order" is signed by authorized representatives of both Parties, detailing the agreed-upon changes to scope, timelines, and any adjustment to the Fees.

**15. FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by an event beyond its reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, epidemics, pandemics, or governmental restrictions (a "Force Majeure Event"). The Party affected by a Force Majeure Event shall promptly notify the other Party in writing and shall use commercially reasonable efforts to mitigate the effect of the event. If a Force Majeure Event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice without further liability, except for obligations accrued prior to termination.

**16. TERMINATION**

- **For Convenience:** Party A may terminate this Agreement for convenience by providing sixty (60) days' prior written notice to Party B. In such an event, Party A shall pay Party B for all Services performed and Deliverables accepted up to the effective date of termination, along with any reasonable and unavoidable demobilization costs.

- **For Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if:

\* The other Party commits a material breach of any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

\* The other Party becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or similar insolvency proceeding.

\* The other Party fails to comply with any applicable law or regulation, which failure materially impacts the performance of its obligations under this Agreement.

- **Exit Assistance:** Upon termination or expiration of this Agreement for any reason, Party B shall, at Party A's request and cost, provide reasonable assistance for a period not exceeding thirty (30) days to ensure a smooth transition of the Services and Deliverables to Party A or a third-party designated by Party A. This assistance may include, but is not limited to, transfer of source code, documentation, data, and knowledge transfer to Party A’s personnel or new service provider. The fees for such exit assistance shall be agreed upon by the Parties, or in the absence of agreement, charged at Party B’s then-current standard time and materials rates.

**17. GOVERNING LAW AND DISPUTE RESOLUTION**

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of **Qatar**.

- **Forum/Method:** Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Qatar International Centre for Conciliation and Arbitration (QICCA) in accordance with its Arbitration Rules in force at the time of commencement of the arbitration. The seat of the arbitration shall be Doha, Qatar. The language of the arbitration shall be English. The number of arbitrators shall be one (1).

**18. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) upon confirmed facsimile or email transmission, provided that a copy is also sent by courier; (c) one (1) Business Day after being sent by a nationally recognized overnight courier service; or (d) five (5) Business Days after being sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below, or to such other address as either Party may designate by written notice to the other:

**If to Party A (Client):**

QTech Solutions W.L.L.

Office 304, Doha Tower, West Bay, Doha, Qatar

Attention: Legal Department

Email: [Insert Party A's Legal Email]

**If to Party B (Contractor):**

CodeBridge Technologies Ltd.

45 Innovation Street, London, United Kingdom

Attention: Managing Director

Email: [Insert Party B's Legal Email]

**19. MISCELLANEOUS**

*Assignment/Novation:*\* Neither Party may assign, transfer, or novate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, or novation without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

*Entire Agreement:*\* This Agreement, including all attached schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

*Amendments:*\* No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties.

*Severability:*\* If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the deletion of such provision would result in such a material change as to cause continued performance of this Agreement to be unreasonable or materially and adversely frustrate the objectives of the Parties.

*Waiver:*\* No waiver by either Party of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent or other breach, nor shall any delay or omission to exercise any right, power, or privilege hereunder impair the exercise of any such right, power, or privilege or operate as a waiver.

*Counterparts:*\* This Agreement 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. The Parties agree that execution of this Agreement by electronic means, including scanned signatures transmitted by email, shall have the same legal effect as original signatures.

**20. SIGNATURES**

**For Party A**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Party B**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_