To: The International Islamic Centre of Conciliation and Arbitration in Dubai

Response to RFA No. 23/2026 under Articles 14 and 14.4 of the IICRA Rules

Respondent:

ESKADENIA Software PSC. A company duly registered under the Jordanian Company's law, Company Controller department Reg. # 427, located in 233 Malbas Complex, Al-Madina Al-Munawwara Street, Amman, Hashemite Kingdom of Jordan Email: nael.salah@eskadenia.com Tel: +962 6 551 0717 in his capacity as the authorized signatory on behalf of the Respondent.

Lawyer for the respondent

Represented by lawyer Omar F. El Taweel AND/OR Lubna F. El Taweel attorneys at law Reg. # 11440 through the power of attorney submitted on 20th of May 2026 via Email of the respondent mentioned above, and the email address of the Respondent's lawyer Omar@taweel-law.com principle office Hashemite Kingdom of Jordan, Amman, Area AlShmesani, Abdulhameed Sharaf street Building 99 3rd floor GSM: 00962798357777

The Claimant:

The Islamic Corporation for the Insurance of Investment and Export, an International Organization (Member of IsDB Group) Registered Office: 8111 King Khalid St. Al Nuzlah Al Yamanyah Dist., Jeddah 22332-2444, Kingdom of Saudi Arabia. Email: ICIEC-Legal@isdb.org Tel: +966 12 644 5666

Nael Salah

LAWYERS FOR THE CLAIMANT

Address: Holman Fenwick Willan Law Firm (HFW), Building A4, Tuwaiq Gate, King Fahad Road, Al Rahmaniyah District, Riyadh 12344, Saudi Arabia Tel: +966537070374 Email: justin.whelan@hfw.com

CLAIMED AMOUNT (Without Conceding)

United States Dollar (USD) 2,570,886.38 in respect of milestone payments made, plus damages, indemnities and costs to be confirmed in due course.

Preliminary defences of the Respondent

Reference to Article 14 of the IICRA rules

(Paragraphs from 1 – 4 below)

1. **<u>Lack naming and Arbitrator.</u>**

The Request for Arbitration ("RFA") submitted by the Claimant does not designate or nominate an arbitrator on behalf of the Claimant, notwithstanding that such designation is a mandatory requirement under the prescribed RFA form and the applicable IICRA Rules.

Accordingly, the RFA is procedurally defective and does not comply with the mandatory filing requirements governing the commencement of arbitration proceedings before IICRA.

The Respondent therefore submits that the arbitration has not been validly commenced and requests that the Tribunal dismiss the Claim or alternatively suspend or reject the proceedings until the Claimant fully complies with the mandatory requirements of the IICRA Rules.

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2. Lack of Evidence of Proper Corporate Authority

The Respondent further notes that the signature appearing on the Request for Arbitration ("RFA") does not appear to match the signature of the individual who executed the Power of Attorney submitted in support of the Claim.

Furthermore, while Article 9 of the IICRA Rules appears to contemplate proceedings under the Amiable Compositor framework, the ambiguity and apparent contradictions within the Rules create uncertainty as to the procedural requirements governing the commencement of the arbitration and the authority required to initiate such proceedings.

In the absence of a duly issued Board Resolution or other corporate authorization expressly approving the commencement of these arbitration proceedings, there is insufficient evidence that the Claimant's Board of Directors validly authorized the filing of the RFA or the initiation of the present arbitration.

Accordingly, the Respondent respectfully submits that the Claimant has failed to establish the necessary corporate authority to commence these proceedings and requests that the Claim be dismissed, or alternatively declared inadmissible, unless and until satisfactory evidence of such authority is produced.

3. Limitation Period

The Respondent further submits that the Claim is time-barred and therefore inadmissible pursuant to the applicable laws of England and Wales, including Section 5 of the Limitation Act 1980, which provides that:

"An action founded on simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued."

According to the Request for Arbitration ("RFA"), the Claimant's alleged claims arise from milestone payments, together with unspecified damages, indemnities, costs and other amounts which are stated to be "confirmed in due course." The Respondent notes that the RFA fails to clearly identify the date on which each alleged breach occurred and instead advances a generalized claim based on contractual obligations arising from agreements executed on 18 February 2019.

Without conceding the validity of any part of the Claim, and based on the information presently available, the alleged causes of action arise out of contractual arrangements entered on 18 February 2019. The arbitration was not commenced until May 2026, more than six years after the relevant contractual relationship was established and after the expiry of the statutory limitation period prescribed by the Limitation Act 1980.

To the extent that the Claimant seeks recovery in respect of alleged breaches that accrued more than six years before the commencement of these proceedings, such claims are statute-barred and cannot be maintained.

Accordingly, the Respondent respectfully requests that the Tribunal dismiss the Claim, in whole or in part, as being time-barred under the applicable law, or alternatively require the Claimant to particularize each alleged breach, the date on which the cause of action accrued, and the legal basis upon which it is alleged that any limitation period has been preserved, suspended, or extended.

4. <u>The Arbitration Agreement</u>

The Master Agreement Is Not the Sole or Governing Instrument of the Contractual Relationship. The Respondent does not concede that the Master Services Agreement ("MSA") constitutes the principal or governing agreement regulating the contractual relationship between the Parties. This issue is fundamental and materially affects the legal characterization of the dispute, the interpretation of the Parties' obligations, and the Tribunal's legal approach to the present arbitration;

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4.1 Contractual Structure and Scope of Work

The contractual documents submitted by the Claimant, including the Request for Proposal ("RFP"), the Respondent’s proposal, the License Agreement, the Master Services Agreement ("MSA"), and Statement of Work No. 1 ("SOW1"), consistently demonstrate that the agreed implementation process was divided into two distinct phases:

(a) installation and deployment of the software systems; and thereafter
(b) customization and adaptation of specific functionalities.

The Respondent submits that the contractual framework clearly contemplated that the software systems were first to be installed and deployed prior to any customization process.

Furthermore, the MSA itself demonstrates that the primary area requiring customization related specifically to the Credit Insurance system, rather than the entirety of the software suite. However, as the project progressed, the scope of work materially changed rather than merely being varied within the original contractual framework.

The Change Requests ("CRs"), as submitted by the Claimant in its own evidence, demonstrate that the scope, specifications, operational requirements, and expected functionalities of the Credit Insurance component were not sufficiently defined from the outset. As a result, substantial additional work, delays, increased implementation hours, and operational complications emerged due to the lack of clarity, evolving requirements, and shifting expectations originating from the Claimant’s side.

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4.2 Priority of the License Agreement and Requirement of Certainty of Subject Matter

The Respondent further submits that, consistent with the principles of Sharia-compliant contracting contemplated by the IICRA framework, the subject matter of a contract must be sufficiently clear, identifiable, and free from material ambiguity.

It is for this very reason that, prior to the execution of the Master Services Agreement ("MSA"), the Claimant insisted upon the execution of the License Agreement. The purpose of the License Agreement was to establish with certainty the software products, systems, modules, and functionalities that were being licensed and made available for implementation, thereby eliminating uncertainty as to the subject matter of the Parties' relationship.

The MSA, by contrast, was intended to govern the implementation services, and particularly the customization requirements relating to the Credit Insurance System. The MSA was therefore dependent upon the existence and prior establishment of the licensed software environment contemplated by the License Agreement.

For the avoidance of doubt, the Respondent could not reasonably be expected to customize software, functionalities, or business processes that had not yet been installed, deployed, or clearly identified. Installation of the licensed systems constituted a prerequisite to any meaningful customization exercise.

Accordingly, the License Agreement is not merely an ancillary document but forms the foundation of the Parties' contractual relationship. Any interpretation that isolates the MSA from the License Agreement disregards both the commercial reality of the project and the sequence of obligations expressly contemplated by the Parties. The Tribunal is therefore respectfully requested to interpret the contractual relationship as an integrated framework in which the License Agreement precedes and informs the implementation and customization obligations contained in all the Agreements.

4.3 Governing Arbitration Agreement

The Respondent further submits that, based on the contractual structure described above, and without conceding the Claimant's characterization of the contractual relationship, the arbitration agreement governing the present dispute is the License Agreement, including the arbitration clause contained in the License Agreement.

The License Agreement expressly provides that the agreed arbitration mechanism shall constitute the exclusive means for the determination of any dispute, controversy, or claim arising out of, relating to, or connected with the Agreement. The Parties expressly agreed that such dispute resolution mechanism would operate in lieu of any alternative procedures for the determination of disputes arising from the contractual relationship.

Accordingly, the Tribunal is respectfully requested to determine, as a preliminary matter, the scope and effect of the arbitration clause contained in the License Agreement and whether that clause constitutes the primary source of the Tribunal's jurisdiction and procedural authority in the present proceedings.

The Respondent further submits that the arbitration clause forms an integral part of the Parties' contractual bargain and therefore provides the legal basis upon which the Tribunal may apply the IICRA Rules and exercise its authority in relation to the dispute. Any interpretation that isolates the MSA or subsequent contractual documents from the arbitration framework established under the License Agreement would be inconsistent with the Parties' expressed intentions and the contractual structure governing the project as a whole.

Accordingly, the Respondent reserves its right to challenge any interpretation of jurisdiction, applicable procedures, or governing legal framework that is inconsistent with the arbitration agreement expressly agreed between the Parties.

The Arbitration Agreement in the license agreement

"*20 GOVERNING LAW AND DISPUTE RESOLUTION*

The Agreement will be subject to the laws of UK and any legal action, disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Islamic Centre for Reconciliation and Arbitration. The provisions for arbitration set forth herein shall be ***<u>in lieu of any other procedure for the determination of any</u>*** *dispute, controversy or any claim arising out of or related to this Agreement. The arbitration shall be conducted in English language in the city of Jeddah."*

The end of the Preliminary Defences of the Respondent

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5. <u>Seat of Arbitration</u>

The Respondent notes that the arbitration clause in the License Agreement designates Jeddah, Kingdom of Saudi Arabia, as the seat of arbitration. The Respondent does not object to the designated seat and accepts Jeddah, Kingdom of Saudi Arabia, as the juridical seat of the present arbitration proceedings.

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6. Number of Arbitrators

The Respondent further notes that the arbitration clause does not specify the number of arbitrators to be appointed for the determination of the dispute.

Given the nature, complexity, value, and legal issues involved in the present proceedings, including questions relating to jurisdiction, contractual interpretation, applicable law, limitation periods, and the interaction between multiple contractual instruments, the Respondent respectfully submits that the dispute is most appropriately determined by a tribunal composed of three arbitrators in accordance with the IICRA Rules.

Accordingly, the Respondent hereby nominates Mr./Ms. Ghassan Lahham (CV attached) as its party-appointed arbitrator and respectfully requests that the Tribunal be constituted as a three-member arbitral tribunal in accordance with the applicable arbitration framework.

7. Counterclaim

The Respondent hereby gives notice of its Counterclaim arising out of the same contractual relationship that forms the subject matter of the present arbitration.

The Counterclaim is based upon the contractual agreements between the Parties, the correspondence exchanged throughout the project, the Change Requests (CRs 1–4), and the repeated delays, modifications, additional requirements, and requests made by the Claimant during the implementation process that all required extra man hours/ days.

The Respondent further relies upon its formal notice and demand letter dated 14th of August 2025 Ref. (ESK/L 25:032 Uen Rev A), which was duly delivered to the Claimant and which details, inter alia:

(a) outstanding and unpaid contractual fees;

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(b) unpaid amounts relating to additional work performed and time expended beyond the original scope of work;

(c) amounts arising from approved and implemented Change Requests;

(d) damages and losses suffered by the Respondent as a result of delays, scope modifications, additional requirements, and the Claimant's failure to make payment in accordance with the Parties' agreements;

(e) costs incurred by the Respondent in maintaining and allocating personnel, technical resources, consultants, infrastructure, and project teams during periods of delay, project suspension, scope uncertainty, and extended implementation periods attributable to the Claimant's actions, omissions, requests, and evolving requirements.

The Claimant was placed on notice of these amounts, claims, and liabilities prior to the commencement of the present arbitration proceedings and was afforded an opportunity to settle, address, or otherwise resolve the Respondent's claims. Despite such notice, the Claimant failed to make payment, provide a substantive response, or take reasonable steps to resolve the outstanding issues. Therefore, it requires of the Claimant the following amounts along with all the damages that resulted from the Claimant’s delays, unlawful termination and the lack of closure.

1. The Last 20% of the delivered products licenses valued at 221,400 USD.
2. The Last 20% of the Professional Services of SOW No. 1 valued at 199,550 USD
3. The Last 50% of the Change Request 1 valued at 37,500 USD
4. The Last 50% of the Change Request 2 valued at 39,990 USD
5. The Last 50% of the Change Request 3 valued at 87,400 USD
6. The Last 50% of the Change Request 4 valued at 57500 USD
7. Additional efforts of around 3,500 Man Days valued at 1,330,000 USD.

Total amount: 1,973,340 USD

Accordingly, the Respondent reserves its right to submit a fully particularized Counterclaim, together with supporting evidence, witness statements, expert reports, and a detailed quantification of damages, and requests that such Counterclaim be heard and determined together with the Claimant's claims in the interests of procedural efficiency and the comprehensive resolution of the dispute.

The Respondent further reserves the right to amend, supplement, revise, and increase the amount of the Counterclaim as additional evidence, accounting records, project documentation, correspondence, expert assessments, and witness evidence become available during these proceedings.

The Respondent further requests that any amounts found due to the Respondent be set off against any amounts that may be awarded to the Claimant, without prejudice to the Respondent's position that the Claim should be dismissed in its entirety

8. Response to the Nature of the Dispute as Set Out in the Request for Arbitration / Statement of Defense

Without prejudice to the Preliminary Defences set out above, and without conceding the admissibility of the Claim, or the merits of any allegation contained in the Request for Arbitration ("RFA"), the Respondent responds to the Claimant's allegations as follows:

1. Response to Article (1)

The allegations contained in Article (1) are denied except to the extent expressly admitted herein. The Claimant is put to strict proof thereof.

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2. **Response to Article (2)**

   The Respondent admits that it entered into a contractual relationship with the Claimant. However, the Respondent rejects any characterization that is inconsistent with the contractual documents, including the Request for Proposal ("RFP"), the Respondent's Proposal, the License Agreement, the Master Services Agreement ("MSA"), Statement of Work No. 1 ("SOW1"), and the subsequent Change Requests.

   The Respondent is an established international software company with substantial experience in the implementation of enterprise software solutions and a significant portfolio of successfully completed projects. The Respondent entered into the contractual relationship in reliance upon the requirements, specifications, scope of work, and representations provided by the Claimant through the RFP process and the subsequent contractual documentation.

   To the extent that the Claimant alleges deficiencies, delays, or failures attributable solely to the Respondent, such allegations are denied. The Respondent's position is that the project evolved significantly beyond the original scope contemplated by the Parties and was materially affected by changing requirements, additional requests, scope modifications, and Change Requests initiated and/or made by the Claimant.

3. **Response to Article (3)**

   The Respondent denies the allegations contained in Article (3) to the extent that they inaccurately characterize the contractual relationship between the Parties and the contractual framework governing the project.

The Respondent submits that the Claimant's description of the contractual relationship is incomplete and inconsistent with the contractual documents carried out by the Parties. The primary contractual relationship was established through the License Agreement dated 18 February 2019, which formed the foundation upon which the subsequent contractual arrangements were made. The Master Services Agreement ("MSA") was executed thereafter and must be interpreted in conjunction with, and not in isolation from, the License Agreement.

The contractual structure, as evidenced by the Request for Proposal ("RFP"), the Respondent's Proposal, the License Agreement, the MSA, Statement of Work No. 1 ("SOW1"), and the subsequent Change Requests, clearly demonstrates that the project contemplated two distinct phases: first, the installation, deployment, and provision of the licensed software systems; and second, the customization and configuration of specific functionalities required by the Claimant.

The Respondent submits that, as a matter of contractual and technical reality, customization cannot be performed on software systems that have not first been installed, deployed, and made available within the Claimant's operational environment. Accordingly, the License Agreement necessarily precedes and informs the implementation and customization obligations subsequently addressed in the MSA.

The Respondent therefore rejects any interpretation that elevates the MSA above the License Agreement or treats the MSA as the sole governing document of the Parties' relationship.

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The Tribunal is respectfully requested to consider the contractual framework as an integrated whole, giving due weight to the sequence, purpose, and interrelationship of all contractual documents executed by the Parties.

4. **Response to Article (4)**

The Respondent denies Article (4) to the extent that it purports to establish a contractual hierarchy or sequence of documents that is inconsistent with the contractual reality of the Parties' relationship.

The Respondent submits that the contractual framework governing the project must be interpreted according to the sequence in which the Parties structured their obligations and the practical implementation of the project. Accordingly, the relevant contractual documents should be considered in the following order:

a. License Agreement;

b. Master Services Agreement ("MSA");

c. Statement of Work No. 1 ("SOW1");

d. Appendix A – General Scope of Work;

e. Change Request CR 1/2020;

f. Change Request CR 1/2021;

g. Change Request CR 1/2022; and

h. Change Request CR 1/2024.

The Respondent submits that the License Agreement constitutes the foundational agreement between the Parties, as it governs the licensing, deployment, and use of the software systems forming the subject matter of the project. The MSA and SOW1 were subsequently executed to regulate the implementation and customization services associated with those licensed systems.

Furthermore, the Change Requests were not independent contractual instruments but were subsequent project documents introduced to address new requirements, evolving business needs, and scope changes that arose during the implementation process or they imerged due to uncertainty from the Claimant of the needed scope. As such, they must be interpreted in light of, and subject to, the contractual framework established by the License Agreement.

The Respondent therefore rejects any characterization of the contractual relationship that isolates individual documents from the broader contractual structure or that disregards the sequence in which the Parties defined, licensed, implemented, modified, and expanded the project requirements throughout the course of the engagement.

5. **Response to Article (5)**

The Respondent denies Article (5) to the extent that it inaccurately characterizes both the contractual relationship between the Parties and the actual status of the project implementation.

The Respondent submits that the Claimant's narrative is incomplete and misleading, as it focuses almost exclusively on the Credit Insurance System while disregarding the broader scope of the project and the substantial work successfully performed, installed, delivered and accepted, trained and tested, and generally accepted by the Claimant throughout the course of the engagement.

The project consisted of multiple software systems and modules, of which the Credit Insurance System represented only one of the components. The Claimant's characterization of the dispute improperly isolates that component from the overall project and ignores the fact that the overwhelming majority of the contracted systems were successfully installed, deployed, tested, delivered, and utilized by the Claimant.

The Respondent further notes that the Claimant continues to place undue emphasis on the Master Services Agreement ("MSA") while minimizing the significance of the License Agreement and the substantial performance achieved under the contractual framework. Such an approach disregards the extensive implementation work completed by the Respondent and improper attempts to reduce a complex multi-system project to a dispute concerning a single evolving component.

In particular, the Credit Insurance System was not governed by a fixed and stable set of requirements throughout the project lifecycle. Rather, the evidence demonstrates that its requirements, specifications, functionalities, workflows, and expected outputs were repeatedly modified through a series of Change Requests. These modifications did not merely constitute routine variations within an agreed scope but reflected an evolving and continuously changing set of requirements that materially affected development efforts, implementation timelines, resource allocation, testing procedures, and project completion.

The Respondent further submits that many of the delays and implementation challenges associated with the Credit Insurance System arose from the continuous refinement, modification, clarification, and expansion of requirements by the Claimant. The repeated issuance of Change Requests evidence that the project scope was not static and that the Respondent was required to accommodate changing business requirements throughout the implementation process.

Accordingly, the Respondent rejects any suggestion that the project's outcome can fairly be assessed solely by reference to the final status of the Credit Insurance System while disregarding the substantial systems, modules, functionalities, and deliverables that were successfully completed and accepted. The Tribunal is respectfully requested to evaluate the Parties' performance within the context of the project as a whole and the evolving requirements that characterized the implementation process.

6. **Response to Article (6)**

The Respondent denies the allegations contained in Article (6) to the extent that they suggest that any delay, non-completion, or alleged deficiency was solely attributable to the Respondent.

The Respondent submits that the project was characterized by continuous Change Requests, evolving business requirements, modifications to specifications, and ongoing adjustments to the scope of work throughout the implementation period. These changes materially affected the project's timeline, deliverables, testing procedures, resource allocation, and overall completion schedule.

The Respondent further submits that the repeated issuance of Change Requests demonstrates that the project requirements were not fixed or sufficiently stable to permit final completion in accordance with the original implementation plan. Rather than representing ordinary variations within a clearly defined scope, the Change Requests introduced new requirements, revised functionalities, modified workflows, and altered business expectations, thereby extending the implementation process and requiring substantial additional work.

As a result, the project remained in a continuous state of development and refinement, making it impossible to establish a definitive completion point based upon the original scope of work. The Respondent therefore rejects any characterization that ignores the material impact of the Change Requests and the evolving requirements introduced by the Claimant throughout the life of the project.

The Respondent further submits that any assessment of delays, completion status, project performance, or contractual compliance must consider the cumulative effect of the Change Requests, revised requirements, additional development efforts, and extensions of scope that occurred after the commencement of the project.

Accordingly, the Respondent denies that the circumstances described in Article (6) can properly be attributed solely to the Respondent and submits that the evidence demonstrates a project whose scope, requirements, and expected outcomes continued to evolve throughout the contractual relationship.

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A project cannot reasonably be declared delayed against a baseline that no longer exists.

7. Response to Article (7)

The Respondent denies the allegations contained in Article (7) and submits that they are inconsistent with the documentary evidence, the actual implementation history of the project, the delivery records, the testing results, and the acceptance documents executed by the Claimant throughout the course of the contractual relationship.

The Respondent submits that the Claimant's characterization of the project fails to distinguish between the various systems and modules that formed part of the overall implementation. The evidence will demonstrate that the software systems contracted under the project were substantially delivered, installed, tested, and accepted by the Claimant, as evidenced by the acceptance certificates, testing records, correspondence, and operational use of the systems.

The Respondent further submits that the principal area of continuing discussion between the Parties is related to the Credit Insurance System, which represented only one component of the overall project. Unlike the other systems that were successfully implemented and accepted, the Credit Insurance System was subject to repeated modifications, evolving requirements, additional specifications, and multiple Change Requests initiated and/or approved by the Claimant.

The Respondent submits that the ongoing Change Requests materially altered the scope, functionalities, workflows, business rules, and expected outputs of the Credit Insurance System throughout the implementation period. Consequently, the issues relating to that system cannot properly be assessed by reference to the original scope alone, as the scope itself continued to evolve during the project.

Accordingly, the Respondent rejects any suggestion that the project was not delivered or implemented. Rather, the evidence will demonstrate that most of the contracted systems were delivered, tested, accepted, and utilized by the Claimant, while the remaining issues concerned a single component whose requirements continued to change through successive Change Requests and evolving business requirements.

The Claimant is therefore put to strict proof of any allegation that the project, or any substantial part thereof, was not delivered, implemented, tested, or accepted in accordance with the Parties' contractual arrangements.

8. Response to Article (8)

The Respondent denies the allegations contained in Article (8) and submits that they are inconsistent with both the contractual framework agreed between the Parties and the customary interpretation of technology implementation agreements of a similar nature.

The Respondent submits that the Claimant improperly relies upon the termination provisions contained in the Master Services Agreement ("MSA") and

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attempts to extend their effect to the License Agreement, despite the fact that the two agreements govern distinct contractual obligations and serve different commercial purposes.

As previously stated, the License Agreement constitutes the principal agreement governing the licensing, installation, deployment, and use of the software systems delivered to the Claimant. The MSA, on the other hand, was executed to regulate implementation services and, in particular, the customization requirements associated with the Credit Insurance System.

Accordingly, even if, solely for the sake of argument and without conceding the validity, effectiveness, or legality of the Claimant's purported termination, the termination provisions of the MSA were properly invoked, such termination could only affect the customization services governed by the MSA and could not operate to terminate, rescind, invalidate, or otherwise affect the License Agreement and the rights granted thereunder.

The Respondent further notes that the documentary evidence, including the Change Requests issued throughout the project, demonstrates that the continuing discussions, modifications, and disputes related almost exclusively to the Credit Insurance System. Significantly, the Change Requests did not concern the other software systems that had already been installed, deployed, delivered, tested, accepted, and utilized by the Claimant.
This factual distinction confirms that the area of disagreement between the Parties concerned the customization and evolving requirements of the Credit Insurance System rather than the licensed software suite.

For these reasons, the Respondent rejected the purported termination upon receipt and expressly notified the Claimant that such termination was ineffective, invalid, and without legal basis to the extent that it purported to affect the License Agreement or any systems, modules, rights, or obligations governed thereunder.

Accordingly, the Respondent submits that the Claimant's reliance on the MSA termination provisions as a basis for terminating the entire contractual relationship is legally unsustainable, unsupported by the contractual structure agreed by the Parties, and inconsistent with the actual performance and implementation history of the project.

9. Response to Article (9)

The Respondent denies the allegations contained in Article (9) to the extent that they inaccurately describe the circumstances surrounding the communications and actions taken by the Parties following the emergence of the dispute.

The Respondent submits that its response and position at the relevant time were made in good faith and with the genuine intention of preserving the Parties' commercial relationship and facilitating a constructive resolution of the outstanding issues. The Respondent repeatedly sought to bring the Parties together to discuss matters in dispute, identify the causes of delay, review the outstanding Change Requests, and establish a practical path toward project completion.

The Respondent further submits that the circumstances giving rise to the dispute cannot be viewed in isolation from the continuous scope modifications, repeated Change Requests, evolving requirements, delays, and uncertainty that characterized the implementation process throughout the duration of the project.

In addition, the software systems were hosted in a cloud-based environment and, accordingly, the Respondent's ability to provide support, maintenance, troubleshooting, testing, and implementation assistance depended upon continued access to the relevant systems and environments.

The Respondent expressly notified the Claimant on multiple occasions that members of the Respondent's technical team were unable to access the systems due to restrictions, blocks, or limitations imposed by the Claimant on the Respondent's access credentials and user permissions. As a consequence, the Respondent's ability to investigate issues, provide support, perform testing, verify functionality, and advance the implementation process was materially impaired.

The Respondent therefore rejects any characterization that suggests a failure or refusal to cooperate on its part. To the contrary, the evidence will demonstrate that the Respondent continued to engage with the Claimant, sought to resolve the outstanding issues amicably, and repeatedly communicated the operational difficulties arising from the lack of system access and the continuing changes to the project requirements.

Accordingly, the Respondent submits that the matters described in Article (9) must be considered in light of the broader factual context, including the ongoing Change Requests, evolving project scope, restricted system access, and the Respondent's continuous efforts to achieve an amicable and commercially reasonable resolution of the dispute.

10. Response to Article (10 &11)

The Respondent denies the allegations contained in Article (10) to the extent that they inaccurately characterize the Respondent's position regarding the proposed independent audit and the circumstances surrounding its non-implementation.

The Respondent submits that it acted in good faith and expressly proposed the appointment of an independent third-party expert to conduct a technical review and audit of the systems, the implementation process, the delivered functionalities, and the issues raised by the Claimant. The Respondent was prepared to proceed with the selection and nomination of suitably qualified experts and remained willing to cooperate fully with any objective and impartial technical assessment.

However, prior to the commencement of such audit process, the Claimant issued a correspondence, the contents of which effectively disregarded, prejudged, or otherwise undermined the potential findings and conclusions of any independent technical review.

In those circumstances, the Respondent reasonably concluded that proceeding with an extensive technical audit would serve little practical purpose if the resulting findings, conclusions, and recommendations were not going to be

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objectively considered by the Claimant or permitted to influence the resolution of the dispute.

The Respondent further submits that an independent technical audit can only be effective where both Parties demonstrate a genuine willingness to accept, consider, and engage with the expert findings in good faith. Where one Party has already indicated an intention to disregard or reject the outcome irrespective of its contents, the audit process risks becoming a costly and time-consuming exercise incapable of achieving its intended purpose.

Accordingly, the Respondent rejects any suggestion that it opposed, avoided, or refused an independent audit. To the contrary, the Respondent was the Party that proposed such audit and was prepared to cooperate with the process, provided that the resulting findings would be afforded appropriate consideration and weight by both Parties.

The Respondent reserves the right to request the appointment of an independent technical expert, forensic software expert, or tribunal-appointed expert during these proceedings should the Tribunal consider such assistance necessary for the determination of the technical issues in dispute.

11. Reply to Arbitration Agreement

The Respondent further submits that, based on the contractual structure described above, and without conceding the Claimant's characterization of the contractual relationship, the arbitration agreement governing the present dispute is the License Agreement, including the arbitration clause contained in the License Agreement.

The License Agreement expressly provides that the agreed arbitration mechanism shall constitute the exclusive means for the determination of any dispute, controversy, or claim arising out of, relating to, or connected with the Agreement. The Parties expressly agreed that such dispute resolution mechanism would operate in lieu of any alternative procedures for the determination of disputes arising from the contractual relationship.

Accordingly, the Tribunal is respectfully requested to determine, as a preliminary matter, the scope and effect of the arbitration clause contained in the License Agreement and whether that clause constitutes the primary source of the Tribunal's jurisdiction and procedural authority in the present proceedings.

The Respondent further submits that the arbitration clause forms an integral part of the Parties' contractual bargain and therefore provides the legal basis upon which the Tribunal may apply the IICRA Rules and exercise its authority in relation to the dispute. Any interpretation that isolates the MSA or subsequent contractual documents from the arbitration framework established under the License Agreement would be inconsistent with the Parties expressed intentions and the contractual structure governing the project as a whole.

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Accordingly, the Respondent reserves its right to challenge any interpretation of jurisdiction, applicable procedures, or governing legal framework that is inconsistent with the arbitration agreement expressly agreed between the Parties.

The Arbitration Agreement in the license agreement

> *"20 GOVERNING LAW AND DISPUTE RESOLUTION*
>
> *The Agreement will be subject to the laws of UK and any legal action, disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Islamic Centre for Reconciliation and Arbitration. The provisions for arbitration set forth herein shall be <u>in lieu of any other procedure for the determination of any</u> dispute, controversy or any claim arising out of or related to this Agreement. The arbitration shall be conducted in English language in the city of Jeddah."*

12. Reply to Governing Law

The Respondent agrees to implement the English law under the License Agreement article 20, not the MSA agreement.

Noel Saleh

13. Response to the Section Entitled "Respondent Breaches of Law"

The Respondent denies every allegation contained in the section entitled "Respondent Breaches of Law" and puts the Claimant to strict proof thereof.
The Respondent submits that the allegations contained in this section are based upon an inaccurate characterization of the contractual relationship, an incomplete assessment of the project history, and a selective interpretation of the Parties' contractual obligations. The Respondent further submits that the Claimant has failed to distinguish between the licensing obligations governed by the License Agreement and the implementation and customization services governed by the MSA, SOW1, and subsequent Change Requests.

The Respondent maintains that it acted at all times in good faith, performed substantial contractual obligations, delivered and implemented the overwhelming majority of the contracted systems, continuously engaged with the Claimant regarding evolving requirements, and repeatedly sought practical and commercial solutions to the issues arising during the implementation process.

Accordingly, the Respondent denies that its conduct constituted any breach of law, contractual violation, or actionable wrongdoing and reserves the right to address each allegation in further detail as may be required during these proceedings.

14. Response to Paragraph (14)

The Respondent denies the allegations contained in Paragraph (14) and submits that they are inconsistent with the factual record, the Parties' correspondence, and the actual implementation history of the project.

Contrary to the Claimant's allegations, the Respondent did not fail to provide appropriately qualified personnel, technical expertise, or implementation resources. Throughout the project, the Respondent deployed qualified personnel and technical teams within the Kingdom of Saudi Arabia and maintained continuous engagement with the Claimant's representatives. The Respondent's personnel remained actively involved in the implementation process, including during the exceptional circumstances arising from the COVID-19 pandemic and the associated lockdowns and operational restrictions.

The Respondent further submits that its personnel continued to support the project, respond to requests, implement modifications, and address the numerous Change Requests issued throughout the implementation period, despite the uncertainty and continuously evolving requirements introduced during the project lifecycle.

With respect to the Claimant's allegation concerning the source code, the Respondent expressly rejects any assertion that it was under a contractual obligation to transfer, surrender, or return the source code of the licensed software systems.

The Parties' relationship was based upon a software licensing model whereby the Respondent granted the Claimant a license to use the software systems in accordance with the terms of the License Agreement. The intellectual property rights, proprietary technologies, software architecture, source code, and underlying software assets remained the exclusive property of the Respondent. The grant of a software license cannot reasonably be interpreted as a transfer of ownership of the source code or the intellectual property underlying the licensed systems.

Furthermore, many of the software systems forming part of the project represent proprietary products developed through substantial investment, expertise, research, development, and commercial experience over many years. The Respondent therefore denies that any contractual or legal basis exists requiring the transfer of such source code to the Claimant.

With respect to the training materials, the Respondent further denies the allegations contained in Paragraph (14). The Respondent provided training sessions, training materials, user guidance, recordings, and supporting documentation throughout the project. Indeed, during the reconciliation meeting held in Jeddah, representatives of the Claimant expressly acknowledged possession of training videos, training materials, and related documentation provided by the Respondent.

Accordingly, the Respondent denies any allegation that it failed to deliver personnel, expertise, training materials, documentation, source code, or any other item referenced in Paragraph (14). Rather, the Respondent submits that the allegations arise from the Claimant's attempt to characterize the Parties' contractual relationship in a manner that is inconsistent with the contractual documents, the implementation history, the accepted deliverables, and the actual rights and obligations agreed between the Parties.

15. Response to Paragraph (15)

The Respondent denies the allegations contained in Paragraph (15) and puts the Claimant to strict proof thereof.

The Respondent rejects the allegation that it failed to exercise reasonable care and skill in the performance of its contractual obligations. Throughout the duration of the project, the Respondent deployed qualified personnel, technical specialists, project managers, and implementation teams, including personnel operating within the Kingdom of Saudi Arabia and during the exceptional circumstances arising from the COVID-19 pandemic.

The Respondent further submits that the evidence will demonstrate that substantial portions of the contracted systems were successfully installed, delivered, tested, accepted, and utilized by the Claimant. The Respondent also provided ongoing support, implementation services, training, troubleshooting, and responses to the Claimant's requests throughout the project lifecycle.

The Respondent further denies that any alleged failure to complete the project within a reasonable time can be assessed independently of the repeated Change Requests, evolving requirements, modifications to scope, additional functionalities, review cycles, access restrictions, and other project events that materially affected the implementation timeline.

In particular, the Credit Insurance System, which forms the principal subject of the Claimant's complaints, was continuously modified through successive Change Requests and evolving business requirements. The Respondent submits that any assessment of timing, delay, completion, or performance must therefore take into account the cumulative effect of those changes and the resulting impact on project delivery.

Accordingly, the Respondent denies that it acted without reasonable care and skill or that any delay or alleged non-completion was attributable solely to the Respondent. The Respondent submits that the project must be evaluated in light of the entirety of the contractual relationship, including the evolving scope of work, the Change Requests, the Parties' conduct, and the substantial systems and services successfully delivered throughout the course of the project.

16. Response to Paragraph (16)

The Respondent denies the allegations contained in Paragraph (16) and puts the Claimant to strict proof thereof.

The Respondent rejects the Claimant's characterization of the Parties' respective roles, responsibilities, and obligations throughout the project. While the Respondent was engaged to provide software licensing, implementation, configuration, customization, and related technical services, the Claimant remained responsible for defining its business objectives, operational requirements, desired functionalities, and project outcomes.

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The Respondent further submits that the project was initiated through a Request for Proposal ("RFP") prepared and issued by the Claimant. The RFP formed the basis upon which the Respondent prepared its proposal, pricing, implementation approach, resource allocation, and contractual commitments. The Respondent was therefore entitled to rely upon the requirements, specifications, assumptions, and business objectives communicated by the Claimant through the RFP process and the subsequent contractual documentation.

To the extent that the Claimant now alleges that the original requirements, scope, timelines, budgets, assumptions, functionalities, or implementation expectations were incomplete, inaccurate, insufficiently defined, or otherwise inadequate, the Respondent denies that responsibility for such matters can be attributed solely to the Respondent.

The documentary record demonstrates that the project requirements continued to evolve throughout the implementation process and that numerous Change Requests were issued to introduce new requirements, modify existing functionalities, revise workflows, clarify business rules, and expand the original scope of work. These Change Requests constitute evidence that the project requirements were not static and that the Parties continued to refine and redefine aspects of the project after commencement.

The Respondent further denies that it failed to exercise reasonable care, professional skill, or technical competence. Throughout the project, the Respondent deployed qualified personnel, provided technical advice, participated in workshops, meetings, reviews, testing activities, training sessions, and implementation efforts, and continued to support the project despite the substantial changes to scope and requirements that arose during its lifecycle.

The Respondent also rejects the allegation that it assumed responsibility for guaranteeing that the Claimant's evolving business requirements would remain within any particular budget, timeline, or implementation framework irrespective of subsequent modifications, additional requirements, and Change Requests initiated during the course of the project.

Accordingly, the Respondent denies that it breached any duty of care owed to the Claimant and submits that the evidence will demonstrate a project whose scope, requirements, and expected deliverables evolved substantially after commencement, requiring ongoing adaptation by both Parties throughout the implementation process.

17. Response to Paragraph (17)

The Respondent denies the allegations contained in Paragraph (17) and puts the Claimant to strict proof thereof.

The Respondent specifically denies that it made any false, careless, inaccurate, misleading, or negligent representation regarding its skills, competence, experience, resources, or ability to perform the contractual obligations contemplated by the Parties' agreements.

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The Respondent further denies the allegation that it lacked the necessary expertise, capability, or technical competence to implement the software systems forming the subject matter of the project. To the contrary, Respondent is an established software provider with extensive experience in the implementation of enterprise software solutions and a substantial record of successful deployments for numerous clients across multiple jurisdictions.

The evidence will demonstrate that the Respondent successfully delivered, installed, configured, tested, and supported most of the software systems contemplated by the project. The Respondent further deployed qualified personnel, technical specialists, project managers, trainers, and implementation teams throughout the project lifecycle and continued to provide support despite the operational challenges presented by the COVID-19 pandemic and the evolving nature of the project requirements.

The Respondent submits that the Claimant's allegations improperly ignore the numerous Change Requests, modifications to scope, revised requirements, additional functionalities, and evolving business expectations that arose throughout the implementation process. These events materially affected the project timeline, implementation methodology, testing procedures, resource allocation, and completion process.

Accordingly, the Respondent denies that any alleged delays, implementation challenges, or outstanding issues arose because of any lack of competence, skill, capability, or experience on the part of the Respondent. Rather, the evidence will demonstrate that the project evolved significantly beyond the original scope contemplated by the Parties and that the continuing issues principally arose from the ongoing modification and expansion of requirements throughout the course of the project.

The Respondent therefore denies that it made any negligent misrepresentation, breached any duty of care, or induced the Claimant to enter into the contractual relationship through any inaccurate or misleading representation.

18. Response to Paragraph (18)

The Respondent denies the allegations contained in Paragraph (18) and puts the Claimant to strict proof thereof.

The Respondent specifically denies that it made any false, reckless, negligent, or misleading representations concerning the readiness, functionality, implementation status, or deployment capability of the software systems forming the subject matter of the project.

To the extent that the Respondent communicated that particular systems, modules, functionalities, or project phases were ready, substantially complete, or approaching readiness for deployment, such communications reflected the Respondent's genuine professional assessment based upon the information, requirements, testing results, scope definitions, and project status existing at the relevant time.

The Respondent further submits that the Claimant's allegations fail to consider the evolving nature of the project and the substantial number of Change Requests, revised requirements, modified business rules, additional functionalities, and changing expectations that arose throughout the implementation process.

The Respondent denies that any subsequent issues identified during User Acceptance Testing ("UAT"), business simulations, technical reviews, validation exercises, or post-review discussions establish that earlier assessments of readiness were inaccurate, negligent, or unreasonable.

Software implementation projects commonly involve iterative testing, issue identification, remediation, refinement, retesting, and further development prior to final acceptance and deployment.

The Respondent further submits that any assessment of system readiness must be considered in the context of the scope, requirements, acceptance criteria, and functionality existing at the time the relevant statements were made. Where requirements continued to evolve through Change Requests and ongoing modifications, the operational status of the system necessarily evolved as well.

The Respondent also denies that the Claimant's decisions regarding project continuation, extensions of time, allocation of resources, expenditure, project management, or contractual strategy were made solely in reliance upon any statement made by the Respondent. The Claimant was a sophisticated commercial entity with its own management, technical personnel, business stakeholders, consultants, review processes, testing procedures, and decision-making mechanisms.

Accordingly, the Respondent denies that it made any negligent misrepresentation or that any alleged losses suffered by the Claimant were caused by reliance upon inaccurate statements concerning system readiness. The Respondent submits that the evidence will demonstrate a project characterized by evolving requirements, continuous Change Requests, ongoing testing activities, and progressive refinement of system functionality throughout the implementation lifecycle.

18. Response to Paragraph concerning Section 2(1) of the Misrepresentation Act 1967

The Respondent denies the allegations contained in this paragraph and puts the Claimant to strict proof thereof.

The Respondent specifically denies that it made any false, careless, inaccurate, negligent, or misleading representation which induced the Claimant to enter into the Agreements or any subsequent Change Request.

The Claimant is required to identify with precision each alleged representation relied upon, including the date, maker, recipient, document or communication in which it was made, the exact words or substance of the representation, the contractual instrument allegedly induced by it, and the loss said to have resulted therefrom.

The Respondent further submits that the Claimant's pleading improperly conflates alleged pre-contractual representations said to have induced the Agreements with later project communications concerning system readiness during the implementation process and subsequent Change Requests. These are legally and factually distinct matters.

To the extent that the Claimant alleges that statements concerning system readiness induced it to remain in the project or to enter into Change Requests, the Respondent denies that any such statements were false, negligent, or actionable. Any communications regarding readiness were made in good faith and reflected the Respondent's genuine professional assessment based on the scope, requirements, testing status, and information available at the relevant time.

The Respondent further submits that expressions such as readiness, near-readiness, readiness for testing, readiness for UAT, or readiness subject to validation cannot be treated as equivalent to unconditional final acceptance or full production go-live. In software implementation projects, UAT, business simulations, technical validation, issue identification, remediation, retesting, and refinement form part of the ordinary implementation lifecycle.

The Respondent denies that subsequent issues identified during UAT, business simulations, or technical validation prove that any earlier readiness assessment was false, negligent, or unreasonable when made.

Any assessment must be made by reference to the project status, scope, acceptance criteria, and requirements existing at the time of the relevant communication.

The Respondent further denies that the Claimant relied upon any alleged representation in the manner pleaded. The Claimant was a sophisticated commercial entity with its own management, technical personnel, business users, consultants, testing processes, and decision-making mechanisms. The Claimant's decisions to continue the project, approve extensions, allocate internal resources, incur expenditure, or refrain from termination were commercial and operational decisions taken in light of the overall project circumstances.

The Respondent further submits that any alleged losses were not caused by any misrepresentation, but by the cumulative effect of evolving requirements, repeated Change Requests, revised workflows, changing acceptance criteria, review cycles, access restrictions, and other project events not attributable solely to the Respondent.

Accordingly, the Respondent denies liability under Section 2(1) of the Misrepresentation Act 1967 and reserves its right to respond further once the Claimant properly particularizes each alleged representation, reliance, inducement, causation, and loss.

19. Response to the Relief Sought Paragraphs (20-23)

The Respondent denies the allegations contained in Paragraphs 20 through 23 and puts the Claimant to strict proof of each alleged loss, payment, expense, liability, and head of damage.

The Respondent specifically denies that the payments identified in Paragraph 20 were unnecessary, wasted, recoverable, or paid without valuable consideration being received by the Claimant.

To the contrary, the evidence will demonstrate that substantial software systems, modules, functionalities, implementation services, configuration services, training activities, technical support services, and related deliverables were provided by the Respondent throughout the course of the project. The Respondent further submits that multiple systems were installed, deployed, tested, accepted, and utilized by the Claimant and that the Claimant received substantial benefit from the contractual relationship.

Accordingly, the Respondent rejects the Claimant's attempt to characterize all amounts paid under the License Agreement, the Master Services Agreement, Statement of Work No. 1, and the Change Requests as wasted expenditure or sums paid without consideration.

The Respondent further denies the allegation that the software licenses were rendered redundant or never received. The evidence will demonstrate that the licensed software systems were delivered, installed, made available for use, and

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utilized by the Claimant in accordance with the Parties' contractual arrangements.

The Respondent also denies that it has been unjustly enriched. The payments referred to by the Claimant were made pursuant to express contractual agreements negotiated and entered into by sophisticated commercial parties. The Respondent received such payments in consideration for licenses, software systems, implementation services, technical services, support activities, training, and related contractual deliverables provided throughout the project lifecycle.

With respect to the Microsoft Azure hosting costs, the Respondent denies that such costs are recoverable from the Respondent. The Claimant elected to host, maintain, test, and operate the project environment and incurred such expenses in connection with its own operational decisions, testing activities, infrastructure requirements, project management decisions, and continued use of the software environment.

The Respondent further denies that any alleged losses were caused by any misrepresentation, breach of duty, breach of contract, or wrongdoing on the part of the Respondent. To the extent that costs were incurred during the project lifecycle, the Respondent submits that such costs must be assessed in light of the evolving project scope, repeated Change Requests, revised requirements, testing activities, implementation efforts, and the conduct of both Parties throughout the project.

The Respondent further notes that the Claimant has failed to particularize or quantify any alleged claim for operational disruption, loss of profit, loss of bargain, loss of opportunity, or any other consequential losses. The Respondent therefore reserves all rights to challenge the legal basis, causation, remoteness, recoverability, and quantification of any such claims should they be advanced in these proceedings.

Accordingly, the Respondent denies that the Claimant is entitled to any of the relief sought in Paragraphs 20 through 23.

20. Continuing Response to the Relief Sought paragraph (24)

The Respondent denies that the Claimant is entitled to any of the relief sought in Paragraph 24 and responds as follows:

a. Alleged Termination or Rescission

The Respondent denies that the Claimant lawfully terminated the ITS Implementation Agreements and further denies that any grounds exist for rescission of the contractual relationship.

The Respondent maintains that the purported termination relied upon by the Claimant was ineffective, invalid, and contrary to the contractual structure governing the Parties' relationship. In particular, the Respondent denies that any alleged termination of the Master Services Agreement could operate to terminate, rescind, or otherwise invalidate the License Agreement, which

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governed the licensing, installation, deployment, and use of the software systems.

The Respondent further submits that rescission would in any event be inappropriate in circumstances where substantial performance has been rendered, software systems have been installed and deployed, licenses have been granted, services have been performed, training has been provided, and the Parties' relationship has been implemented over a period of several years.

b. Claim for Total Losses

The Respondent denies that the Claimant has suffered the alleged losses and further denies that any such losses were caused by any breach of contract, misrepresentation, negligence, breach of duty, or other actionable conduct on the part of the Respondent.

The Respondent further submits that the Claimant has failed to establish causation, recoverability, mitigation, and quantum in respect of the losses alleged and puts the Claimant to strict proof thereof.

c. Source Code, Deliverables, Documentation and Related Materials

The Respondent denies that the Claimant is entitled to ownership, transfer, return, or delivery of the source code underlying the licensed software systems.

The Parties entered a licensing arrangement whereby the Claimant acquired rights of use in accordance with the License Agreement and did not acquire ownership of the Respondent's intellectual property, proprietary software, source code, software architecture, development methodologies, repositories, or other proprietary assets.

To the extent that documentation, training materials, user manuals, implementation materials, configuration documents, or project deliverables were contractually required to be delivered, the Respondent maintains that such materials were delivered or otherwise made available to the Claimant in accordance with the Parties' agreements.

The Respondent further denies that the Claimant is entitled to repositories, proprietary development environments, software source code, development tools, trade secrets, or other intellectual property belonging to the Respondent absent an express contractual provision granting such rights.

d. Arbitration Costs

The Respondent denies that the Claimant is entitled to recover its arbitration costs, legal fees, professional fees, administrative costs, expert costs, or any other costs claimed.

On the contrary, the Respondent reserves its right to seek recovery of its own legal fees, arbitration costs, expert costs, administrative expenses, and all other costs incurred in defending the present proceedings and pursuing its Counterclaim.

21. Response to Paragraph (25)

The Respondent denies that the Claimant is entitled to any further or other relief whatsoever.

The Respondent submits that the Claimant has failed to establish any basis in fact or law entitling it to the relief sought and respectfully requests that the Claim be dismissed in its entirety, together with any ancillary requests for relief, damages, restitution, rescission, declarations, costs, interest, or other remedies. Further and in the alternative, the Respondent requests that the Tribunal dismiss all claims not expressly proven, reject any unparticularized or speculative heads of damage, and grant such further relief as may be appropriate in respect of the Respondent's Counterclaim.

22. Relief Sought by the Respondent

The Respondent respectfully requests that the Tribunal issue the following orders:

a. In accordance with the Preliminary Defenses That the Claimant's claims be dismissed in their entirety.

b. That the Claimant bear all costs and expenses of these proceedings, including, without limitation, all arbitration costs, administrative fees, Tribunal fees and expenses, expert fees, legal fees, professional fees,

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travel expenses, accommodation expenses, translation expenses, and all other costs reasonably incurred by the Respondent in defending the present proceedings and pursuing its Counterclaim.

c. That judgment be entered in favor of the Respondent in respect of its Counterclaim in the amount of USD **1,973,340** or such other amount as may be established by the evidence, representing, inter alia, unpaid fees, additional work performed, time extensions, professional services, implementation services, Change Request work, resource allocation costs, delay-related costs, and other amounts due to the Respondent arising from the Parties' contractual relationship.

d. That the Claimant be ordered to pay all amounts awarded to the Respondent at the contractual, or alternatively at such rate as the Tribunal considers appropriate under the applicable law, from the date such amounts became due until the date of full payment, taking in consideration the currency inflation rate to calculate such rates.

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e. That the Claimant be ordered to compensate the Respondent for all losses, damages, expenses, costs, and liabilities arising from the Claimant's breaches of contract, delays, evolving requirements, Change Requests, non-payment of outstanding amounts, and conduct throughout the implementation process.

f. That the Tribunal grant such further or alternative relief as it deems just, equitable, and appropriate in the circumstances of the case.

STATEMENT OF TRUTH

I believe that the facts stated in this Response, Preliminary Defences, and Counterclaim are, to the best of my knowledge, information, and belief, true.

Name: **Nael Salah**

Position: **Chief Executive Officer**

For and on behalf of the Respondent

Signature: Nael Salah

Date: 5/7/2026

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الدائرة القانونية

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Nael Salah