

Monday, July 31, 2000

Information Technology
Services Contract Agreement

AGREEMENT

This Information Technology Services Contract Agreement ("Agreement") is made and entered into this 15th day of Aug, 2000 by and between:

The Holy Land Foundation for Relief and Development, located at 525 International Parkway, Suite 509 in Richardson, Texas 75081 USA (Client).

InfoCom Corporation, located at 630 International Parkway, Suite 100 in Richardson, Texas 75081 USA (Service Provider).

PREAMBLE

WHEREAS, Client's main focus is on raising funds for humanitarian efforts;
WHEREAS, Service Provider is qualified and willing to assist Client to provide information technology related services on the terms and conditions hereinafter set forth;

WHEREAS, Service Provider wishes to offer information technology related services to Client including equipment, software, training and consulting services; and
WHEREAS, services rendered by Service Provider are for the purpose of improving efficiency of Client's operation as well as expanding the capabilities of Client's operation;

WHEREAS, Client is willing to cooperate with Service Provider on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

OUTLINE OF SERVICES

Service Provider will provide the following services:
General Services

Consulting. Continual assessment and advisement for Client's information technology needs through various methods to include (but not limited to): onsite survey of equipment, employee interviews and worksheet surveys, inventory reviews, usability surveys, incident analysis, disaster-recovery plan, contingency plans, Internet services consulting—to include access and online operations, etc.

HLDL76 0000168

<http://www.infocomcorp.com>

**GOVERNMENT
EXHIBIT
HLF Search 165
3:04-CR-240-P
U.S. v. HLF, et al.**

HLFC 045

Maintenance. Continual up-keep of local area network, including all components. Continual up-keep of Internet services (access and online operations). Continual up-keep of telephone system and other communication systems.

Management. Manage the day-to-day operations for the local area network, Internet services, and communication systems.

Support. Support for all information technology needs, to include (but not limited to) computer and network systems, telephone and communication systems, and Internet services and related systems.

Local Area Network Consulting, to include (but not limited to):

- Hardware (workstations, servers, other computers, components, etc.)
- Software (operating systems, office suites, database management, etc.)
- Peripherals (printers, scanners, digital cameras, external drives, etc.)
- Network (hubs, switches, cables, protocols, security, integration, etc.)
- Internet Access (routers, hubs, switches, protocols, software, hardware, etc.)

Communication Systems, to include (but not limited to):

- Telephones
- PBX
- Wires and Wiring
- Voice Mail and Auto-Attendant System
- Integration with other systems

Internet Services, to include (but not limited to):

- Web site consulting
- Interface design consulting
- Web technologies consulting
- Multi-office collaboration using Internet technologies
- Online marketing (using web site and outside services)
- Online information services for donors

Educational Services, to include (but not limited to):

- Computer basics (elements of computer systems)
- Operating system usage
- Productivity and office suite software training
- Network concepts for the office worker
- Getting the best from your LAN
- Internet concepts
- Using the Internet for your organizational needs
- Telephone, voice mail, and auto-attendant system training
- Office machinery (fax, copiers, scanners, printers, digital cameras, etc.)

Facilities. Client will have the use of 1,400 square feet of InfoCom Corp. facilities for the purpose of executing projects and needs requiring technological facilities not available at Client location.

Staff Support. InfoCom Corp. will supervise and offer consultation to Client's information technology staff.

SCHEDULE

Upon assessment of Client's information technology needs, Service Provider will devise schedules for consulting, maintenance, management, and support services. These schedules may evolve per Service Provider's continual assessment of Client's information technology needs. Schedules must be agreed upon by both parties.

COMPENSATION

Client will compensate service provider an amount of (Six Thousand dollars) US\$6,000.00 per month for the next 12 months .

Term and Termination

1. This Agreement shall be effective on the date it is signed by both parties and, unless terminated earlier as provided herein, shall continue in full force and effect for an initial term of one (1) years (the "Initial Term"). This Agreement will be automatically renewed every year for a period of one (1) year each (the "Renewal Term") unless Client gives Service Provider notice at least ninety (90) days before the end of the Initial Term of its desire not to renew, in which case this Agreement shall terminate at the end of the Initial Term.
2. Either party may terminate this Agreement at any time by written notice to the other party if, and only if, either party breaches any provision of this Agreement and fails to cure such breach within sixty (60) days of having received written notice of such breach from the non-breaching party.
3. Service Provider will warrantee the systems as provided, installed and configured by Service Provider. However, due to the nature and open environment of these Systems, any modifications, tampering, or other alterations made to the System that are not authorized and supervised by Service Provider will not covered under this warrantee and this will not be considered a breach of contract, as mentioned above.
4. Breach of contract can be claimed only for serious violations of the provisions of this contract. Serious violations are defined as actions that cause either party undue and extended damage(s). Breach of contract cannot be claimed for minor violations of this contract. Minor violations are those actions that do not cause undue and extended damage(s). Undue and extended damages are those that cause a monetary loss of or more than \$25,000. Proof of such monetary loss must be provided by a third party agency selected by both parties in this Agreement.

5. If Client falls more than ninety (90) days behind on 75% their payment obligations as detailed in the COMPENSATION portion of this Agreement, this will be considered a breach of contract by Client.

Upon termination of this Agreement:

1. InfoCom will, if so requested by HLF, assign to HLF or a party designated by HLF, all of InfoCom's obligations under this Agreement, such assignment to be effected within 30 days of HLT's request on terms specified by HLF, provided that HLF or its designee (as the case may be) shall assume full responsibility for the performance of the assigned work and hold no liability on InfoCom as a result of such performance (including any failure to perform). This is applicable upon the expiration of this Agreement or in case of breach of contract by InfoCom, but not in case of breach of contract by HLF.
2. Upon expiration of the term of this Agreement, neither party shall be liable to the other for any compensation, reimbursement or damages except damages for a breach of the terms of this Agreement by the other party, as detailed in the Agreement, or any due balance on products and services supplied by Service Provider. Client will not hold Service Provider liable for any consequences related cessation of services due to Client's failure to make the scheduled payments as detailed in this Agreement.

Confidentiality & Proprietary Rights

1. Neither party may disclose the contents of this Agreement to any party without the prior written approval of the other party.
2. Any data or information disclosed by either party in connection with the performance of this Agreement and designated by either party as confidential or proprietary shall be kept by the both parties in the strictest confidence, and shall not be disclosed or used by the either party except in the manner and to the extent authorized by the either party.
3. All documents containing Client confidential information shall be returned to Client, or at Client's option destroyed upon termination of this Agreement.
4. All documents containing Service Provider confidential information shall be returned to Service Provider, or at Service Provider's option destroyed upon termination of this Agreement.
5. Either party will not by virtue of this Agreement acquire any right, title or interest in, or license to use, any trademark, trade name or other proprietary right of either party, any of either party's partner(s).
6. Service Provider may assign, delegate, or sub-contract certain services outlined in this Agreement if for the betterment of Client.

Notices

Subject as hereinafter provided any notice, demand, request or other communication or document to be served or delivered under this Agreement shall be in writing. And may be delivered by hand or sent by first class registered post or courier to the address appearing in this Agreement for each other party or at such other address as a party may have notified to the other:

To InfoCom Corporation:

InfoCom Corporation
630 International Parkway, Suite 100
Richardson, Texas 75081
USA

To Holy Land Foundation for Relief and Development:

Holy Land Foundation for Relief and Development
525 International Parkway, Suite 509
Richardson, Texas 75081
USA

Any notice or document shall be deemed to have been given and received:

1. If delivered by hand or posted, at the time of delivery; or
2. If sent by courier, at the time indicated on the receipt.

Governing Law & Disputes

1. This Agreement shall be governed by and construed in accordance with the laws and regulations of the City of Richardson, Texas, USA (Dallas County).
2. Either party will be entitled to refer any dispute, controversy or claim which may arise in connection with this Agreement to any competent Dallas County court or administrative tribunal. Each party hereby submits to the exclusive jurisdiction of such courts and tribunals.
3. In the case of a legal dispute, the losing party must reimburse the winning party's legal costs.

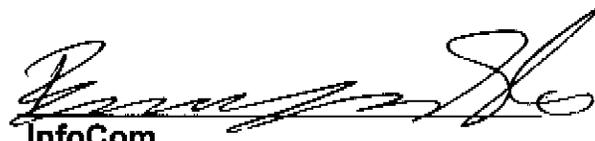
Miscellaneous

1. If any provision of this Agreement is determined to be void or unenforceable under applicable law, the remainder of this Agreement shall remain in full force and effect. However, the parties shall negotiate in good faith with the aim of replacing the void

- or unenforceable provision with a substitute provision which, insofar as practicable, has the same economic effect and intent.
2. This Agreement: (i) Shall ensure the benefit of, be binding upon each party's heirs, successors, and permitted assigns. (ii) May be executed in two (2) counterparts each of which shall constitute one and the same instrument; and (iii) constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes all other pre-existing agreements and understandings in respect thereof, whether written or oral.
 3. Signing of this Agreement does not make void Service Provider invoices previously billed to Client. All such invoices must be paid in full upon or before signing this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.


Nathan Yaphar
Holy Land Foundation
For Relief and Development


InfoCom

HOLY LAND FOUNDATION FOR RELIEF
AND DEVELOPMENT

VENDOR
BANK

28 - Infocom Corp
2 - Bank One

7
7/14/00
4151

04151

Invoice Number	Date	Description	Amount	Discount	Net Amount
55684787	7/3/00	monthly rent on Media Room	\$1,400.00	\$0.00	\$1,400.00
49294813	7/1/00	Design & Development	\$3,000.00	\$0.00	\$3,000.00
			\$4,400.00	\$0.00	\$4,400.00

HLDL37 0002131



INFOCOM CORP.

14999 Preston Rd. Bldg D212, Unit 566
Dallas, Texas 75240-7811 U.S.A.
Tel: 972-644-5363 Fax: 972-644-8609
www.infocomcorp.com

INVOICE

Sales Invoice: 49294813
PAGE NO. 1 11:49:26

Invoice Date: 07-01-00 Due Date: 07-21-00

PO No: PER CONTRACT
Order Date: 04-27-99
Sales Order No.: 89944929
Ordered By: HAITHAM MAGHAWRI

Customer ID: 1061
Terms: UPON WEB SITE LAUNCH
Discount Date: 07-02-00
Salesperson: 120

Bill To:
THE HOLY LAND FOUNDATION
P.O BOX 832390
RICHARDSON, TX 75083-2390

Ship To:
Holy Land
Richardson Tx 75061

Ordered Shipped B / O Item No. Description Unit Unit Price Extension

12 2 10 4929 WEB DESIGN & DEVELOPMENT MONTH 1,500.00 3,000.00
JUNE AND JULY 2000

Program Type _____
Project & Type _____
Account # _____
Dept Approval Exp. Dir. Maghawi
Date A 7-13-00
Date received _____



Subtotal 3,000.00

Total Invoice 3,000.00

Amount Due U.S.\$ 3,000.00

*This shipment is licensed by the U.S. for ultimate destination named above.
*Diversion contrary to U.S. Law is prohibited.
*NO RETURN will be accepted without prior Authorization within 30 days from the Invoice date.
*ALL Returns will be subject to restocking fees of 30% of the purchase price.



INFOCOM CORP.

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Dallas, Texas 75240-7811 U.S.A.
Tel: 972-644-5363 Fax: 972-644-8609
www.infocomcorp.com

INVOICE

Sales Invoice: 55684987
PAGE NO. 1 19:57:55

Invoice Date: 07-03-00 Due Date: 07-23-00

PO No: HAITHAM
Order Date: 02-15-00
Sales Order No.: 80015568
Ordered By: HAITHAM

Customer ID: 1061
Terms: NET 2 DAYS
Discount Date: 07-04-00
Salesperson: 104

Bill To:
THE HOLY LAND FOUNDATION
P.O BOX 832390
RICHARDSON, TX 75083-2390

Ship To:
Holy Land
Richardson Tx 75081

Ordered Shipped B / O Item No. Description Unit Unit Price Extension

Ordered	Shipped	B / O	Item No.	Description	Unit	Unit Price	Extension
1	1	0	5568 REN	MONTHLY RENT MEDIA ROOM JULY 2000 (2) phone lines and pc connection for the internet.	MONTH	1,600.00	1,600.00

AFTER \$200 discount/donation



COPY

Subtotal 1,600.00
Discount 200.00-

Total Invoice 1,400.00

for than 2/3-00

Amount Due U S \$ 1,400.00

*This shipment is licensed by the U.S. for ultimate destination named above.
*Diversion contrary to U.S. Law is prohibited.
*NO RETURN will be accepted without prior Authorization within 30 days from the invoice date.
*ALL Returns will be subject to restocking fees of 30% of the purchase price.