



ANIL AKHTAR STAMP VENDOR  
Lic # 05, Shop # 64, New Ruby Centre,  
Talpūr Road, Baitan Market, Karachi

08 FEB 2017

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

(RUPEES FOUR HUNDRED ONLY) FEB 2017

SR. NO. .... DATE .....  
ISSUED TO WITH ADDRESS MR. GHULAM HABIB (Advocate)  
THROUGH WITH ADDRESS MR. KRA No: 63  
PURPOSE .....  
VALUE RS. .... ATTACHED .....  
STAMP VENDOR SIGNATURE .....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
Vendor Not Responsible for Fake Documents

#### MAINTENANCE AGREEMENT

THIS Service Level Agreement (the "Agreement") is made at Karachi on this 16 day of Feb, 2017, and will commence 17 day of Feb, 2017 (Effective Date), in the continuation of contracts Bid Nos. IT/108/2016-17, reference clause 5.0;

#### BY AND BETWEEN

Institute of Business Administration Karachi, an Institution duly incorporated under the laws of Islamic Republic of Pakistan and having its office at Main campus Karachi University, University Road Karachi (hereinafter referred to as "IBA" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the One Part;

#### AND

Wateen Solutions (Private) Limited, incorporated under the laws of Islamic Republic of Pakistan and having its Head office at Main Walton Road, Opp. of Bab-e-Pakistan, Lahore, Pakistan, (hereinafter referred to as "WSPL" or "Wateen" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the Other Part.

(IBA and the WSPL shall hereinafter collectively be referred to as the "Parties" and singly as "Party").





## RECITALS

### WHEREAS:

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) WSPL has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of WSPL, IBA has agreed to avail the Services from WSPL on the terms and conditions as set out in this Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

### 1. INTERPRETATION AND DEFINITIONS

- a) In this Agreement, unless the context otherwise requires:

References to Clauses and Annexes are references to clauses and annexes of this Agreement.

Words importing gender include the other gender.

References to persons include bodies corporate, firms and unincorporated associations.

The singular includes the plural and vice versa.

References to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;

The recitals to this Agreement shall form an integral part thereof; and

The headings in this Agreement are for the purpose of reference only and shall be ignored in the interpretation of this Agreement.

- b) In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

**"Agreement"** means this service agreement executed between IBA and WSPL on the date mentioned above and any annexure attached hereto;

**"Data"** means any data or information which relates to an individual (including but not limited to IBA's staff and its students) and which is held by or is under the control of IBA and, to the extent the Data Protection Laws apply to data or information which relates to a corporate entity.;

**"Services"** means the services to be provided by the WSPL to IBA under this Agreement as set out in detail under **Annexure - A** of this Agreement; and

*Signature*





**"Payments Schedule"** means the aggregate charges for the Maintenance Services calculated in accordance and set out in **Annexure - B**;

**"Escalation Matrix"** means level wise escalation for the rectification of problem along with proper contact details by the WSPL. Changes are detailed in **Annexure - C**;

**"Working Day"** means:

(i) Monday through Saturday excluding any public holiday(s). The following working hours shall be adhered to in regard to a Working Day: Monday to Friday from 9:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 2:00 p.m.

(ii) The WSPL will provide maintenance services between 9.00 am to 6.00 pm, Monday thru Friday and Saturday 9.00 am to 2.00 pm excluding Sunday, public holidays and other designated holidays.

## **2. TERM AND TERMINATION**

- a) This Agreement shall take effect from the date of execution of this Agreement and shall remain in full force till \_\_\_\_day of , 2018 unless terminated earlier by either Party as per clause 2 (b).
- b) This Agreement may be terminated by either Party by giving sixty (60) Working Days prior written notice to the other Party. However, IBA may forthwith terminate this Agreement upon breach by the WSPL for failure to provide the Services without prejudice to any of its rights under this Agreement or any applicable laws.
- c) In the event of any material breach by either Party of its obligations hereunder, the breaching Party shall have thirty (30) Working Days from receipt of notice from the non-breaching Party to rectify the breach after which time the Agreement shall stand terminated.
- d) Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.

## **3. SERVICES/OBLIGATIONS OF THE WSPL**

The WSPL shall provide the Services as set out under **Annexure - A** attached hereto.

## **4. PAYMENT TERMS**

- a) In consideration of the covenants and agreements to be kept and performed by the WSPL and for the faithful performance of this Agreement, IBA shall pay and the WSPL shall receive and accept (as full and final compensation for the Services furnished by the WSPL under this Agreement) the payments as per **Annexure – B** attached hereto.
- b) Notwithstanding anything contained herein, all or any payment(s) to be made by IBA to the WSPL shall be made after deducting any or all applicable taxes and levies which IBA under the law is liable/entitled to deduct from any such payments.
- c) The payments to be made to the WSPL in terms of this Clause 4 shall constitute the WSPL's only remuneration in connection with this Agreement and neither the WSPL nor its personnel shall accept any trade commission, discount, allowance or indirect payment or





other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.

- d) 10% of the total contract amount will be submitted by the WSPL to the IBA against Performance Security, in shape of Pay Order or Bank Guarantee, valid for a period of the contract term which shall be released after successful completion of the contract term.

5. FUTURE DEVELOPMENTS AND UPGRADES

- a) The WSPL shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- b) Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.
- c) From expiry of the service tenure of this Agreement, a new support contract will be signed after mutual consent of IBA and the WSPL. Amount of the contract will be charged with mutual consent of both the parties, if IBA agree with the performance.

	Amount	SST	Amount with SST
SLA Price for Second Year	414,849.00	53,930.37	468,779.37
SLA Price for Third Year	535,273.00	69,585.49	604,858.49

6. CONFIDENTIALITY

- a) All information concerning IBA which is provided to the WSPL and vice versa in connection with this Agreement (“Confidential Information”), will be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:
- (i) distribute or disclose any of the Confidential Information in any manner;
- (ii) permit any third party access to the Confidential Information; and
- (iii) Use the Confidential Information for any purpose other than as agreed in writing by the Party providing the information.
- b) In the event that the receiving Party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending Party of the existence, terms and circumstances surrounding such a report so that the sending Party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving Party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:
- (i) has become generally available to the public through no fault or action of the receiving Party; or
- (ii) is in the possession of the receiving Party prior to the date hereof, provided that such information is not known by the receiving Party to be subject to another





confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending Party; or

- (iii) Is or becomes available to the receiving Party on a non-confidential basis from any third party, the disclosure of which to the receiving Party does not violate any contractual, legal or fiduciary obligation such third party has to the sending Party.
- c) Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing Party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing Party, save for when destruction of such information would result in an impediment in the receiving Party's performance of this Agreement. In such an event, the receiving Party shall inform the disclosing Party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and two (2) consecutive years after termination thereof.

## **7. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- a) In the event of any breach by the WSPL of its obligations, warranties and/or responsibilities under this Agreement, the WSPL shall hold IBA, its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses , damages, claims, costs, liability, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon IBA or its subsidiaries, affiliates, officers, directors, employees and representatives. Notwithstanding anything to the contrary, total liability of WSPL shall not exceed total consideration amount of this Agreement.
- b) The WSPL shall maintain the highest professional code of conduct in its dealings. The WSPL, its partners, employees, contractual staff etc shall be responsible for any loss, delay or inconvenience caused to IBA by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to IBA under this Agreement or any other applicable laws.

## **8. FORCE MAJEURE**

- a) Parties shall not be liable for any non-performance of any obligation under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including Acts of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of the local or national government (excluding any actions taken on account of breach of any legal obligation by the affected Party), or other competent authority, industrial disputes which are widespread, fire, lightning, explosion, flood, subsidence, electric shock and inclement weather ("**Force Majeure**").
- b) Upon the happening of a Force Majeure event which continues for more than fourteen (14) Working Days, IBA may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure event.





- d) In the event that the Services or any part thereof is suspended on account of any Force Majeure event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout the duration of such event but IBA shall continue to pay in accordance with Clause 4 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension

## **9. ARBITRATION / DISPUTE RESOLUTION**

- a) The Parties shall endeavor to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with Arbitration Act, 1940 and the rules made there under.
- b) Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English Language.

## **10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The courts of competent jurisdiction in Karachi, Pakistan are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

## **11. SEVERABILITY**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

## **12. NOTICES**

- a) Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- b) Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
- (i) If sent by personal delivery or fax, upon receipt at the address or fax number of the relevant part;
  - (ii) If sent by first class post or courier, upon delivery to the addressee.
- c) The relevant addressee and address of each Party for the purpose of this Agreement are:





WSPL Technologies (Pvt.) Ltd.

Address

Suite # 603, 6<sup>th</sup> Floor, Parsa Tower, Plot  
#31-I-A, Block 6, P.E.C.H.S, Main  
Shahra-e-Faisal, Krachi – Pakistan.

Email: [Fuzail.hussain@wateen.com](mailto:Fuzail.hussain@wateen.com)

Telephone: \_\_\_\_\_

Institute of Business  
Administration, Karachi

Address

IBA Karachi  
Main Campus Karachi University, City  
Campus, Karachi.

Email:.....

Telephone: (9221) .....

Fax: (9221) .....

d) Either Party may notify the other Party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:

- (i) The date specified in the notifications i.e. the date on which the change is to take place; or
- (ii) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such changes has been given.

### 13. AMENDMENTS

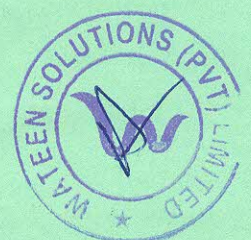
Any term of this Agreement may be amended or waived with the prior written consent of both Parties.

### 14. WSPL UNDERTAKINGS

The WSPL agrees and undertakes:

- i). It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. The WSPL shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services, when completed or finished complies accurately with the terms of this Agreement;
- ii). It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, the WSPL has a discretion exercisable as between IBA and any third party concerned, the WSPL shall exercise its discretion fairly;
- iii). it shall in all professional matters act as a faithful adviser to IBA;
- iv). In addition to the Services, the WSPL will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged. Where specialist technical advice or assistance is required, beyond that is anticipated under the scope of the Services, the WSPL may with the prior written agreement of IBA, will arrange for provision of such services at its own cost.

*Fuzail*





However, the WSPL shall retain full responsibility for all the Services which it is committed to render under this Agreement;

- v). It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. IBA shall not be responsible for monitoring the WSPL's compliance with any laws or regulations;
- vi). equipment and materials, if any, that shall be furnished to the WSPL by IBA or purchased by the WSPL with funds wholly supplied or reimbursed by IBA shall be the property of IBA and shall be so marked. Upon completion or termination of the Services, the WSPL shall furnish to IBA inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by IBA;
- vii). that the Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- viii). It will employ such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by the WSPL, who shall as employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits;
- ix). It shall not publish descriptive articles, with or without illustrations, with respect to the Services either on its own account or in conjunction with any other party; and
- x). The WSPL, its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

#### 15. WARRANTIES AND REPRESENTATIONS

- a) Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- c) Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a Party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or any arrangement whereby it has not paid any collateral amounts to the other Party of any of its officer with regard to the award of contract hereunder or its performance.

#### 16. DATA PROTECTION

- a) In addition to and notwithstanding any other right or obligation arising under this Agreement the WSPL shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any / all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the WSPL personnel designated for the purpose of Services have access to the Data.

*Signature*





- b) The WSPL shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- i) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or customers of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - ii) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - iii) not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the WSPL within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - iv) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - v) take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the WSPL (or of any of the WSPL's sub-contractors) requiring access to any Data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the WSPL (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
  - vi) consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the WSPL's cost) unless the WSPL can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause; and
  - vii) Immediately notify IBA when it becomes aware of a breach of this Clause.
- c) The WSPL acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the WSPL is authorized to publish or disclose the fact or document) may be a criminal offence.

*Dr*

## 17. INTELLECTUAL PROPERTY





- a) The WSPL agrees it shall not use any of IBA's names, logos, trademarks etc without the express written consent of IBA. All rights in any software/database prepared by the WSPL under this Agreement will vest in IBA.
- b) Notwithstanding any provision in this Agreement, the WSPL shall indemnify IBA and keep IBA fully and effectively indemnified on demand (and shall pay such sums to IBA as would indemnify and keep IBA indemnified) against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by IBA arising directly or indirectly out of or in connection with materials (including hardware, software, developments and deliverables) provided by the WSPL to IBA pursuant to this Agreement containing material in respect of which any intellectual property rights or proprietary rights belong to any third party or any claim that the possession or use by IBA of the software, the software documentation and any other specification, information, goods, service or material produced or supplied by the WSPL under or pursuant to this Agreement infringes at any time the intellectual property rights of any third party whosoever and howsoever arising ("Intellectual Property Infringement").
- c) IBA shall in its discretion give the WSPL conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and shall not (unless IBA takes back the conduct of the defence, which it shall be permitted to do if it does not believe the WSPL is conducting the same competently) at any time admit liability or otherwise attempt to settle the said claim or action subject to the WSPL providing to IBA's reasonable satisfaction security for any costs or liabilities IBA may incur by reason of the WSPL's conduct of such defence.
- d) In the event of any Intellectual Property Infringement the WSPL shall at IBA's option procure for IBA the right to continue its use of such infringing items free of charge on the terms of this Agreement or forthwith make without charge to IBA such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to IBA to make them non-infringing.

**18. COMPLIANCE WITH LAWS**

The WSPL shall comply with all applicable laws, ordinances, regulations, and codes concerning the WSPL's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

**19. RIGHTS TO AUDIT AND INSPECTION**

The WSPL agrees, upon reasonable notice, to allow IBA, its auditors and/or regulators to inspect, examine and audit any operational and business records of the WSPL which are directly relevant to the Services as set forth in this Agreement.

**20. UNAUTHORIZED SOLICITATION OF EMPLOYEES**

During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full time employee of such Party or engaged by the third party contractor providing services to such Party.

**21. NON-AGENCY**





In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

**22. ASSIGNMENT AND SUB-LETTING**

- a) This Agreement is personal in nature, and cannot be assigned by the WSPL without prior written permission of IBA. IBA however, shall have the right to assign this Agreement to any third party without the consent of the WSPL.
- b) The WSPL shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of IBA. However, any such request made by WSPL shall not be withheld unreasonably.

**23. TIME OF ESSENCE**

The WSPL understands that time is of essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to IBA, immediately commencing from the date of signing of this Agreement.

**24. WAIVER**

No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

**25. COUNTERPARTS**

This Agreement may be executed in two (2) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

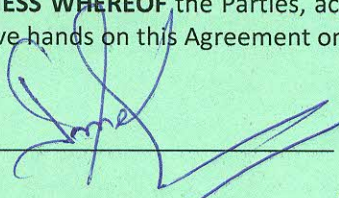
**26. ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.






IN WITNESS WHEREOF the Parties, acting through their authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.

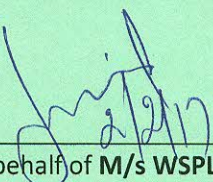
  
\_\_\_\_\_  
For and on behalf of IBA Karachi  
Name:  
Title:

17/2/2012

WITNESSES


1   
Name: Syed M. Waheed Zia  
CNIC No.: 42401-1999900-9  
Address: IBA City Campus Koyari Shateed Road

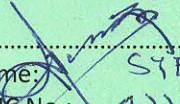
2 \_\_\_\_\_  
Name:  
CNIC No.:  
Address:

  
\_\_\_\_\_  
For and on behalf of M/s WSPL Technologies

Name: Tunaid Sheikh  
Title: Chief Commercial Officer

WITNESSES

1   
Name: S. Noman Ali  
CNIC No.: 42101-7738324-9  
Address: House # B-63 Block-4 Chapal San City

2   
Name: SYED FUZAIL HUSAIN  
CNIC No.: 42201-5703758-7  
Address: B-38 Rizwan Society





SERVICES / OBLIGATIONS OF THE WSPL

The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, WSPL shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.

Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Any application software/ signature and OS update/upgrade or data backup is not covered.

Under this agreement any critical marked hardware becomes faulty, will be replaced by WSPL provided backup to operational the environment within 4 hours, whereas replacement of the faulty part will be provided in later phase accordingly.

Under this agreement any other than critical marked hardware becomes faulty, will be replaced by WSPL provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.

If WSPL is required to replace any equipment which is not repairable or damaged or not covered under warranty, then WSPL will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.

WSPL will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and it's working.

Operations & Maintenance (O&M) Support

The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><b>24x7x4</b></p> <p>WSPL Technologies will provide O&amp;M support to IBA with its shared pool of resources (Cisco Certified) On-Call basis.</p> <p>WSPL Technologies will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>WSPL Technologies concerned technical personnel will reach the site / remote login / VPN /Telnet the Cisco equipment for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&amp;M, WSPL Technologies concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer can not resolve the reported incident, the support system will automatically engage the next level of support.</p> <p><b>Support Levels Description:</b></p> <p><b>Level 1:</b> WSPL Technologies engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p><b>Level 2:</b> WSPL Technologies engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level</p>





	<p>3.</p> <p><b>Level 3:</b> WSPL Technologies engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the Cisco equipment for trouble shooting the problem. If required, WSPL Technologies engineer will open TAC case with Cisco and engage Cisco TAC support till the rectification of the problem. Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / WSPL personnel.</p>
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**RESPONSIBILITIES OF THE PARTIES**

*WSPL Technologies shall be responsible for the following:*

- Participating in IBA meetings if necessary.
- RM meetings / Conference calls for quarterly progress.

*IBA SHALL be responsible for the following:*

- Daily operations of all sites.
- Designating a person to whom all WSPL Technologies communications may be addressed and who has the authority to act on all aspects of the services.
- Providing adequate access to WSPL Technologies engineer to dial-in/ VPN/Console/Telnet port of the equipment.
- Providing reasonable access to computer equipment, facilities, and telephone for WSPL Technologies resource’s use for support and services.
- Site environment monitoring will be the responsibility of IBA.

*Signature*





IBA Network Equipments List for SLA 2016 -2017 (ANNEX 'A')  
Cisco Support (24x7x4)

S No	Product	Service Product Number	Description	Serial #
1	DS-C9222I-K9	CON-SNTP-9222I	Cisco MDS 9222i Multiservice Modular Switch	FOX1405GQKK
2	DS-C9222I-K9	CON-SNTP-9222I	Cisco MDS 9222i Multiservice Modular Switch	FOX1405GQMJ
3	DS-C9222I-K9	CON-SNTP-9222I	Cisco MDS 9222i Multiservice Modular Switch	FOX1405GQK3
4	DS-C9222I-K9	CON-SNTP-9222I	Cisco MDS 9222i Multiservice Modular Switch	FOX1405GQKE

Cisco Support (Next Business day)

S No	Product	Service Product Number	Description	Serial #
1	WS-C2960-24PC-S	CON-SNT-C24PCS	Cisco 2960 switch 24 port	FCQ1629X5GV
				FCQ1629X57N
				FCQ1629X59F
				FCQ1629X5GW
				FCQ1629X58L
				FCQ1629X598
				FCQ1629X57Y
				FCQ1629X595
				FCQ1629X57M
				FCQ1630X0JK
				FCQ1629X5GR
				FCQ1629X5A1
				FCQ1630X0JE
				FCQ1629X5GD
				FCQ1629X5DJ
				FCQ1630X0JM
				FCQ1629X58U
				FCQ1629X57G
				FCQ1629X59H
				FCQ1629X58Z
				FCQ1629X5GP
				FCQ1629X5GY
				FCQ1629X5GS
				FCQ1629X5GX
				FCQ1629X58G
				FCQ1620Y15Y
				FCQ1620Y16Q
				FCQ1620Y15W
				FCQ1620Y16K
				FCQ1620Y15H
				FCQ1620Y178
				FCQ1620Y15P
				FCQ1620Y15V
				FCQ1620Y18H
				FCQ1620Y15R
				FCQ1620Y16S
				FCQ1620Y14Y

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				FCQ1620Y
				FCZ1642W3CC
				FCZ1642W3CH
				FCZ1642W3CN
				FCZ1642W3CT
				FCZ1642Z32S
				FCZ1642Z32X
				FCZ1642Z332
				FCZ1642Z337
				FCZ1642Z33C
				FCZ1642Z33H
				FCZ1642Z33N
				FCZ1642Z33T
				FCZ1642W3CD
				FCZ1642W3CJ
				FCZ1642W3CP
				FCZ1642W3CU
				FCZ1642Z32T
				FCZ1642Z32Y
				FCZ1642Z333
				FCZ1642Z338
				FCZ1642Z33D
				FCZ1642Z33J
				FCZ1642Z33P
				FCZ1642Z33U
				FCZ1642W3CE
				FCZ1642W3CK
				FCZ1642W3CQ
				FCZ1642W3CV
				FCZ1642Z32U
				FCZ1642Z32Z
				FCZ1642Z334
				FCZ1642Z339
				FCZ1642Z33E
				FCZ1642Z33K
				FCZ1642Z33Q
				FCZ1642Z33V
				FCZ1642W3CF
				FCZ1642W3CL
				FCZ1642W3CR
				FCZ1642W3CW
				FCZ1642Z32V
				FCZ1642Z330
				FCZ1642Z335
				FCZ1642Z33A
				FCZ1642Z33F
				FCZ1642Z33L
				FCZ1642Z33R
2	AIR-LAP1041N-E-K9	CON-SNT-L1041E	AIR-LAP1042N-x-K9: Dual-band Controller-based 802.11a/g/n	





			FCZ1642Z33W
			FCZ1642W3CG
			FCZ1642W3CM
			FCZ1642W3CS
			FCZ1642W3CX
			FCZ1642Z32W
			FCZ1642Z331
			FCZ1642Z336
			FCZ1642Z33B
			FCZ1642Z33G
			FCZ1642Z33M
			FCZ1642Z33S
			FCZ1642Z33X
			FCZ1621Z0PQ
			FCZ1621Z0PK
			FCZ1621Z0PM
			FCZ1621Z0PR
			FCZ1621Z0PP
			FCZ1621Z0Q0
			FCZ1621Z0PH
			FCZ1621Z0Q2
			FCZ1621Z0PY
			FCZ1621Z0Q1
			FCZ1621Z0PX
			FCZ1621Z1A1
			FCZ1621Z0Q3
			FCZ1621Z0PZ
			FCZ1621Z0PV
			FCZ1621Z0PC
			FCZ1621Z0PJ
			FCZ1621Z0PG
			FCZ1621Z0PD
			FCZ1621Z0PT
			FCZ1621Z0PL
			FCZ1621Z0PA
			FCZ1621Z0PS
			FCZ1621Z0PN

WATEEN SUPPORT

S No	Product	Serial
		PUC1628044w
		PUC1628035G
		PUC1628049B
		PUC16280493
		PUC162804HR
		PUC16280380
	CP-6921-CL-K9+	PUC16280461
		PUC162803EM

For





		PUC1628048U
		PUC16280322
		PUC162803N5
		PUC162803OO
		PUC16280418
		PUC16280424
		PUC162806CX
		PUC16280411
		PUC16280311
		PUC162804F0
		PUC16280457
		PUC16280411
		PUC1628044T
		PUC162804E4
		PUC1628033P
		PUC1628045R
		PUC16280494
		PUC1628044H
		PXN16160C3G
		PXN161606B6
		PXN161606G9
		PXN161501G7
		PXN161606X6
		PXN16150NCR
		PXN161606FX
		PXN161606U9
		PXN161606WR
		PXN16160BVE
		PXN16160C77
		PXN16160C3E
		PXN16160BVN
		PXN1616060C
		PXN161606H1
		PXN16160C2Z
		PXN161604LY
		PXN16160C2P
		PXN16160BV9
		PXN161602MJ
		PXN16160B
1	AIR- LAP1310G- E-K9	FGL1645T003
		FGL1645T004
		FGL1621T00E

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- Wateen / Principal will provide support on above mentioned equipment list

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PAYMENTS SCHEDULE

Payment Details

AMC Payment Details of Service / Support agreement for Cisco Devices installed in IBA. The AMC period is starting from \_\_\_\_day of \_\_\_\_, 2017 to \_\_\_\_day of \_\_\_\_, 2018

The payment of this contract shall be paid in four installments as follow:

Payment would be made on Quarter Bases i.e. at the completion of each quarter.

- 25% of the agreement payment at the end of 1<sup>st</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 2<sup>nd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 3<sup>rd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 4<sup>th</sup> quarter tenure of service contract

Price & Payment Structure

Invoice tenure	Amount
25% at the end of 1 <sup>st</sup> Quarter	187,646
25% at the end of 2 <sup>nd</sup> Quarter	187,646
25% at the end of 3 <sup>rd</sup> Quarter	187,646
25% at the end of 4 <sup>th</sup> Quarter	187,646
Total Annual Charges	750,587

(Including SST)

Payments will be processed only upon receiving of invoice for the same from the WSPL. WSPL will ensure that deductions (if any) are included in the invoice. Tax charges are included in the above mentioned amount and will be deducted accordingly.

The IBA will make payment within thirty (30) working days from the date of receipt of the invoice.

The service charges as mentioned herein are fixed and shall not be revised during the period of this Agreement.

*Signature*





Call Logging System & Escalation Matrix

EXTENDED WARRANTY SUPPORT (TAC, HARDWARE REPLACEMENT AND SOFTWARE SUPPORT)

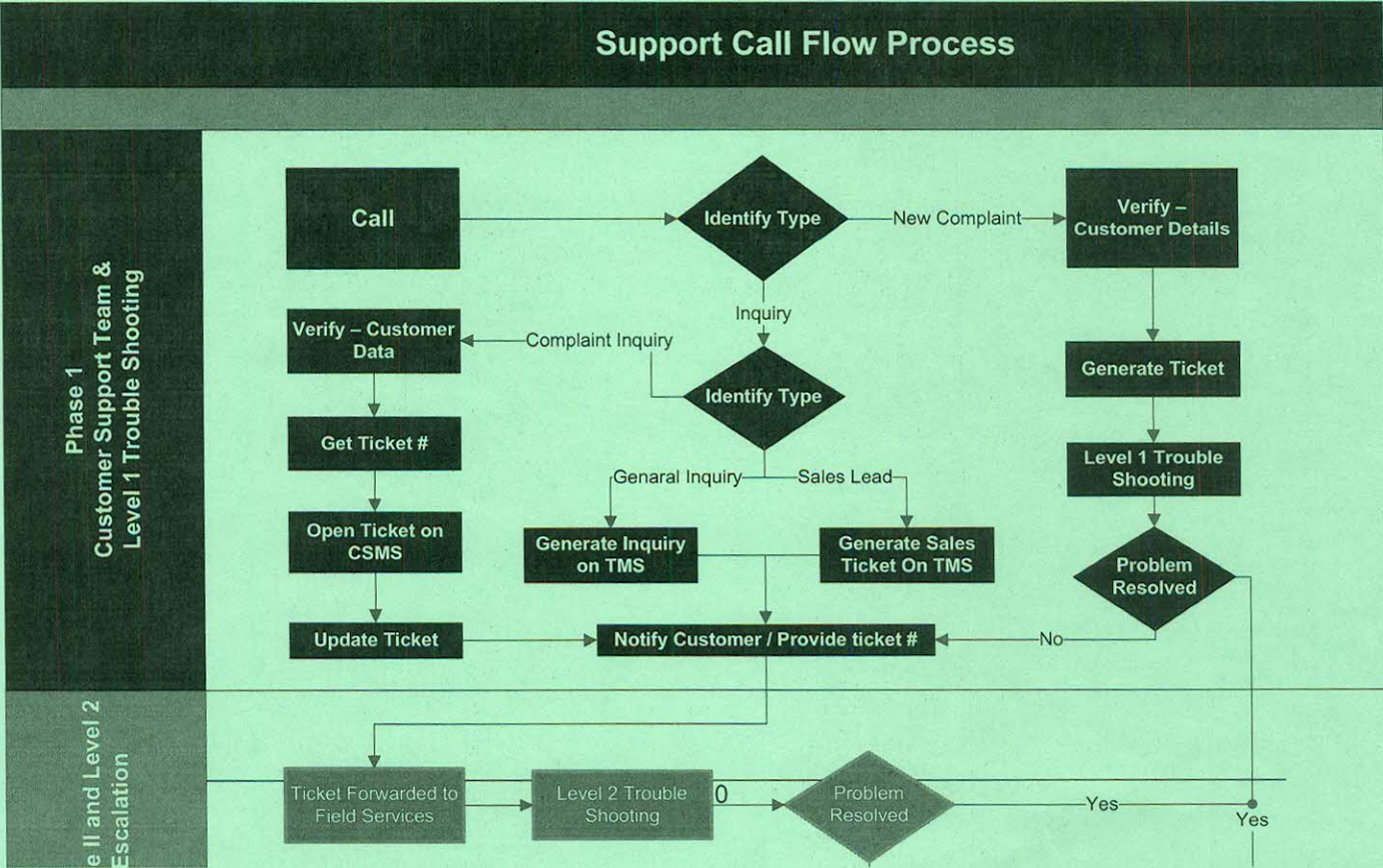
- 3.1 Support services are being provided to IBA. This covers advance replacement and having Cisco TAC access for Level 3 support.
- 3.2 WSPL will provision the following deliverables from the Principal:
- a) Principal Technical Assistance Center Support 24x7 & NBD(Next Business day) basis;
  - b) Principal IOS software updates;
- 3.3 WSPL will provide the Non-PTA approval Equipment from Wateen support:
- 3.4 Vendor is responsible to provide replacement or backup of faulty equipment or each and every component within four hours which falls under the SMARTnet 24X7
- Vendor is responsible to provide replacement or backup of faulty equipment or component within 24 hours which is fall under the SMARTnet 5X8XNBD
  - Provide cisco TAC Access to IBA as part of the SLA

Replacement of failed hardware as per committed SLA (mentioned in **SLA Section: Equipment Replacements**)Maximize network availability, reliability, and Stability, Reduce cost of network ownership by taking advantage of the Principal’s expertise, knowledge, and availability

Increase return on investment (ROI) by having access to the Principal’s operating system software enhancements.

4. PROBLEM RESOLUTION METHODOLOGY

A representation of the problem resolution methodology is presented in the following;





## 5. RESPONSIBILITIES OF THE PARTIES

5.1 WSPL shall be responsible for the following:

- a) Providing a single point of contact for all issues within the scope of the SOW
- b) Conducting a check or request proof of purchase of equipment and software (being taken under maintenance) to ensure the equipment and software is authentic to get vendor support.

5.2 IBA shall be responsible for the following:

- a) Daily operations of all sites;
- b) Designating a person to whom all WSPL communications may be addressed and who has the authority to act on all aspects of the services;
- c) Providing adequate access to WSPL engineer to dial-in/ VPN/Console/Telnet port of the equipment;
- d) Providing reasonable access to computer equipment, facilities, and telephone for WSPL resource's use for support and services;
- e) Site environment monitoring will be the responsibility of IBA ;
- f) In case of RE, proper sitting place is required.

## 6. FAULT MANAGEMENT

6.1 WSPL will support in opening RMA requests and replacements from the Principal (Cisco). Replacements will be provided on-site while the faulty equipment would be shipped to the Principal i.e., Cisco by IBA.

6.2 Advance/deferred replacement as per this Agreement (24x7x4) or 8x5xNBD principal time.

## 7. SUPPORT DESCRIPTION

7.1 WSPL has a best in class, tried and tested helpdesk facility for problem resolution its customers. IBA shall use WSPL's helpdesk structure for support of WSPL's proposed solution. The helpdesk will be the first point of contact for IBA in case of any problem occurs in the network:

**Phone Number:** 111-WATEEN (Preferred)

**CSMS URL:** <http://wbss.wateen.com/support/> **Email:** helpdesk@wateen.com

7.2 Based on its expertise and knowledge, WSPL has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per escalation level of that problem at that given time.

7.3 When IBA informs WSPL of any problem regarding the network via the helpline or by informing the relevant contact person (mobile number provided in escalation matrix) it is registered on WSPL's ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.

7.4 WSPL's support structure defines problem escalation process based on global best practices as presented in the problem escalation matrix (refer to section 9 of this Agreement). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.





8. PROCESS OF OPENING A SERVICE REQUEST

8.1 The process is as follows:

Use WSPL's online web portal (CSMS) for filing service requests.

CSMS URL: <http://wbss.wateen.com/support/> or Email At: [helpdesk@wateen.com](mailto:helpdesk@wateen.com)

Phone Number: +(92) (42) 111-WATEEN

On filing/logging the complaint as per the procedure mentioned above, a ticket No., will be generated. Client must save the number for further correspondence with reference to this particular issue.

Kindly note that SRs / Trouble Tickets should contain as much detailed information as possible, including a show tech (taken from enable mode), show log and any other relevant data captured.

8.4 WSPL and concerned IBA personnel will determine and assign the severity of reported issue/case in accordance with the following definitions:

SEVERITY LEVEL 1 (S1)

A Problem that criticality impacts customer's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

SEVERITY LEVEL 2 (S2)

A Problem that impacts customer's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the customer from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3)

A minor problem is one that negligibly impacts customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

9. PROBLEM ESCALATION

9.1 WSPL escalation guidelines as they relate to the support of IBA network are defined in the chart below. A combination of an increasing level of technical expertise with increasingly higher levels of services management is employed. Escalation is triggered at differing times dependent on the 'Severity Level' of the problem. IBA may elevate any Severity Level 2 or Severity Level 3 problem to the next higher level any time if it is deemed appropriate. For example, an intermittent minor problem, which is causing minimal disruption, may initially be reported as a Severity Level 3. However, if the problem becomes more frequent and starts significantly affecting operations, it may be elevated to a Severity Level 2.

9.2 The following problem escalation matrix shows the escalation process and contact details for relevant personnel:

*Sir*





## 10. EXCLUSIONS

10.1 The following components are not the responsibility of WSPL under this Agreement:

- a) Any change, like hardware, connectivity, configuration, relocation and upgrade;
- b) If the equipment is already faulty before the SLA we will not replace the faulty equipment
- c) Once we get the SLA we'll do a health check of all the equipment covered in the SLA so that the customer does not ask us to replace already faulty equipment
- d) All operational activities , daily monitoring etc;
- e) Environmental services (air-conditioning, dust & humidity control, power and grounding, equipment cleaning;
- f) Connectivity/media speed issues and maintenance of LAN, cabling, PCs;
- g) Any hardware other than network equipment as mentioned in Annexure 1;
- h) Repair of equipment owing to unsuitable environment or damage/burn out due to factors but not limited to events such as power issues, accidents, negligence, inappropriate handling, environmental calamities like fire, floods, earthquakes, transportation, misuse, abuse, interconnections with equipment for the purpose other than designed for;
- i) Service repair of equipment that has been damaged or rendered defective;
- j) By the use of parts that are not provided by WSPL;
- k) By an operation not covered under the usage parameters stated in the product user's guide, or wear and tear;
- l) By modification of the product;
- m) As a result of service by anyone other than WSPL Engineer;
- n) Service/repair of damaged equipment caused due to relocation of machine or integration of new equipment or installation of parts in the equipment by a person other than a WSPL engineer;  
Deployments are not part of the scope of O&M services.

10.2 All exclusions will be charged on time and material basis if applicable.

## 12. CHANGE MANAGEMENT

- 12.1 Maintaining the successful performance of the service contract is largely dependent upon an effective change management process.
- 12.2 IBA must communicate changes in installed hardware and software. IBA intended changes could impact service performance; hence WSPL should be informed of any such changes in advance. All critical change requests like replacing an old server with a new should be sent to the WSPL Account Manager. While minor changes should be reported to WSPL Manager O&M. The Account Manager or Manager O&M will review the Change Request and complete the Change Control Request and Evaluation process depending on the criticality. The change request evaluation time should not exceed two (2) days.
- 12.3 WSPL will ensure that those changes which impact the effectiveness of the service are expedited and service delivery model is suitably modified. WSPL will make sure that change request ('CR') will not impact the system performance.

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12.4 For CR, a signed CR form will be submitted from DP WORLD. This request will then be analyzed and approved by WSPL Manager O&M. After the approval, action will be taken accordingly. A change request form is attached in Annexure 2. WSPL will charge for these change requests on time and material basis.

15. TIME AND MATERIAL CHARGING

15.1 For Services not covered under this scope of work, WSPL will provide T&M maintenance services with minimum response time of four hours plus travel time.

Description	Price (USD)
Maintenance support	\$100 per hour
Minimum charges would be for 4 hours + Traveling expenses on actual.	

*Signature*





Change Request Form

Change Request Form

RFC status: <input type="checkbox"/> Logged <input type="checkbox"/> Assessed <input type="checkbox"/> Rejected <input type="checkbox"/> Accepted <input type="checkbox"/> WIP <input type="checkbox"/> Sleeping <input type="checkbox"/> Completed			
Control Number (For Admin Use only):		Request Type:	
Requester Information		Date:	
Employee ID		Full Name	
Location		Email Id	
Phone No.		Address	
Department/Division			
<u>Details of Change: System (OS, Hardware, Network, Enterprise)</u>			
System Involved	:	If Others (Please specify):	
Activities Involved	:		
Remarks	:		
<u>Details of Change:</u>			
Host Involved	:		
Database Involved	:		
Activities Involved	:	Tables Involved :	
Reason for Change:		Effect of not implementing the change:	
Incident Reference:			
Application Change: <input type="checkbox"/> Bug Fix <input type="checkbox"/> Enhancement			
Priority: <input type="checkbox"/> Emergency <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		Impact: <input type="checkbox"/> Minor <input type="checkbox"/> Significant <input type="checkbox"/> Major	
Impact & Resource assessment:		CAB/EC members:	
		1.	
		2.	
Down Time Required? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, pls provide the following information:			
Start Time: End Time:			
Inform Business Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes: CS <input type="checkbox"/> Finance <input type="checkbox"/> Sales <input type="checkbox"/> HR <input type="checkbox"/> Engineering <input type="checkbox"/>			
CAB recommendations :			





Back out Plan: Attached <input type="checkbox"/>		Test Results Attached <input type="checkbox"/>		
Change Plan		Attached <input type="checkbox"/>		
Task / Activity	Resource	Start Date	End Date	Status
				....
				....
Change builder / implementer name:		Tel. no.:		
Change Review Date: Change Successful : <input type="checkbox"/> Y <input type="checkbox"/> N		Success against Business needs: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Requester Manager (Name/Signature/Date):				
Approved By (Manager Name/Signature/Date):				

*Sm*

