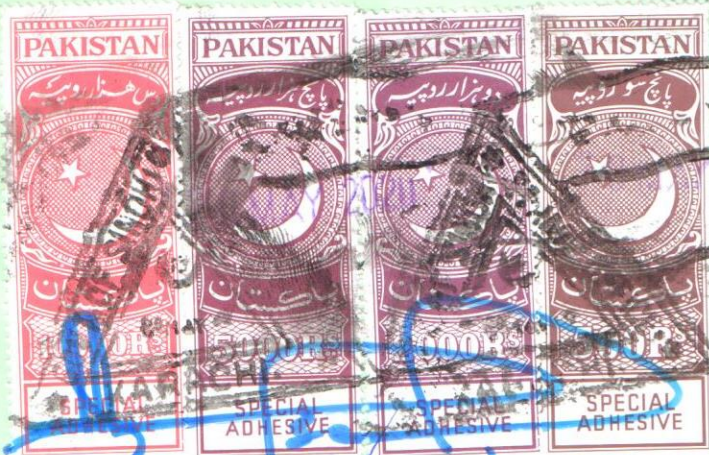


AGREEMENT
FOR
PROVISION OF INTERNET BANDWIDTH
BY AND BETWEEN
THE INSTITUTE OF BUSINESS ADMINISTRATION
AND
WATEEN TELECOM LIMITED
DATED: _____



CHALLAN No. 38

dt. 20/05/2020

Rs: 17500/-

20-5-2020
20 MAY 2020

This agreement for provision of internet bandwidth (the "Agreement") is executed at Karachi, on this _____ day of _____, 2020 ("Execution Date"),

BY AND BETWEEN

THE INSTITUTE OF BUSINESS ADMINISTRATION, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada, (Director ICT) hereinafter referred to as "**IBA, KARACHI**" (which expression is deemed to include its successors-in-interest and assign) of the first part.

AND

WATEEN TELECOM LIMITED, a company incorporated and existing under the laws of Pakistan, having its regional office at # 603, 6th Floor Parsa Tower Shara-e-Faisal Karachi and head office at Main Walton Road, Opposite Bab-e-Pakistan, Walton Cantt., Lahore, hereinafter referred to as "**SERVICE PROVIDER**" (which expression shall wherever the context so permits be deemed to include its successors-in-interest and permitted assigns), through its CEO, Mr. Adil Rashid, holding CNIC No.37405-0223625-3 of the second part.

WHEREAS "IBA, KARACHI" intends to obtain Provision of Internet Bandwidth vide tender # IT/04/19-20 for the Provision of Internet Bandwidth (IBA, KARACHI requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA, KARACHI" as "Provision of Internet Bandwidth" and "THE SERVICE PROVIDER" have offered to render all kind of Provision of Internet Bandwidth (including but not limited to the "Provision of Internet Bandwidth" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA, KARACHI" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA, KARACHI" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Provision of Internet Bandwidth" discussions in respect of the same with "IBA, KARACHI" before the determination of Provision of Internet Bandwidth to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA, KARACHI" for Provision of Internet Bandwidth. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA, KARACHI" in acceptance of the terms & conditions here in below forth.

ARTICLE I
DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide of Provision of Internet Bandwidth to "IBA, KARACHI" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager IT, of the "IBA, KARACHI" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provider of Backup Internet Bandwidth.
- 1.3 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.5 The measurement of availability of services shall become effective when the last link is deployed by Wateen for the customer and project implementation signed-off, hereinafter to be referred to as the commencement date for SLA.
- 1.6 SLA measurement shall be conducted one each quarter to assess the performance of service and to decide the penalties for failure to conform to the SLA.
- 1.7 In the interim period, i.e. from the date of deployment of the first link until the deployment of the last link, Wateen shall perform Bandwidth Availability and Network Availability measurement for customer.
- 1.8 After the commencement date of SLA, in the event that Wateen fails to conform to the SLA in a specific month, the customer shall grant Wateen a grace period of 14 days to improve the services to a level such that services conform to the SLA.
- 1.9 If Wateen fails to conform to the SLA after 14 days of the Grace Period given by the customer, then Wateen shall be liable for penalties, as defined below, for the number of days of non-conformant to the SLA from the last day of grace period up to the date that services are conformant to the SLA.
- 1.10 To ensure all Availability services are in conformance to the SLA, the customer shall ensure that all customer equipment and software is operational and in good working condition.
- 1.11 Any impact of Wateen services caused due to reason stated below shall be beyond the scope of this SLA:
 - a) Customer equipment/software faulty
 - b) Actions undertaken by customer personnel in contravention to recommendations by Wateen
 - c) Failure on part of the customer to allow Wateen personnel access to the Customer Site or Equipment or Services area required to render by Wateen
 - d) Reason of Force Majeure
- 1.12 Scope
 - 1.1 This agreement shall be Operational Support Services (OSS) to be provided to customer by Wateen telecom
 - 1.2 Wateen Shall provide OSS inclusive of
 - 1.2.1 Incident reporting and ticket service available 24x7x365
 - 1.2.2 Helpdesk support service available 24x7x365
 - 1.2.3 On-call and on-site support services available as per agreed term
 - 1.3 Specification of communication infrastructure services shall be as
 - 1.3.1 VPN Data Services



- 1.3.1.1 End-to-End connectivity between customer edge routers for layer 2 and layer 3 data VPN links
- 1.3.2 Internet Services
 - 1.3.2.1 Connectivity between customer edge device and Wateen's upstream service provider for accessing the internet
- 1.4 OM service covers VPN and Internet services on the following platform
 - 1.4.1 OFC network (FTTx, GPON, Ethernet)
 - 1.4.2 Point-to-Point Wireless Bridges
 - 1.4.3 DVB/VSAT
- 1.5 Incident definition
 - 1.5.1 The customer encountering a problem that causes the network to fail from delivering services including
 - 1.5.1.1 Lower Bandwidth than the designated bandwidth for the specific customer site
 - 1.5.1.2 Bit-errors or non-availability of connectivity
 - 1.5.1.3 Incident would commence when the incident is locked/reported at Wateen Enterprise Network Operations Center (ENOC)
 - 1.5.2 Other incidents classified as follows shall not be considered in this Operation and support agreement
 - 1.5.2.1 Testing Request: Any testing request about Wateen services by customer in order to verify parameters of customer end network
 - 1.5.2.2 Request for support: any additional request for support (e.g. configuration changes) that is not covered under this operation and support
 - 1.5.2.3 Service up gradation and / or down gradation

ARTICLE II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" would provide 500Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license.
- 2.2 "THE SERVICE PROVIDER" would provide a public pool of three different subnets to Institute of Business Administration with the listed numbers.
 - a) A separate point to point pool of Three addresses for Internet Gateway address and at the ISP termination device.
 - b) Subnet mask of /27 for public IP addresses.
 - c) Subnet mask of /29 for public IP addresses.
 - d) Subnet mask of /29 for public IP addresses.
- 2.3 "THE SERVICE PROVIDER" would provide a link that must have redundant Infrastructure (Transmission, Power Supply, Network, etc.)
- 2.4 "THE SERVICE PROVIDER" would provide a link that must have Multiple Fiber connectivity from Cable Landing Station to National Wide POPs
- 2.5 "THE SERVICE PROVIDER" would provide a centralized trouble ticketing tool for call logging, and link monitoring purpose.
- 2.6 "THE SERVICE PROVIDER" will be responsible for laying of Fiber and acquire all permissions from authorized Regulatory Body where required, supporting documents would be provided by IBA, KARACHI.
- 2.7 "THE SERVICE PROVIDER" will perform all civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IBA, KARACHI Karachi till the server room.

- 2.8 "THE SERVICE PROVIDER" will provide the equipment/ hardware that shall be brand new and complete with all respects. The devices/ equipment delivered by the "THE SERVICE PROVIDER" must be compatible to the existing network connectivity
- 2.9 "THE SERVICE PROVIDER" shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 2.10 "THE SERVICE PROVIDER" must properly tagged/ numbered the cabling that is associated with the acquired link in server room and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices is also be the liability of "THE SERVICE PROVIDER".
- 2.11 "THE SERVICE PROVIDER" must provide online usage report through web portal. "THE SERVICE PROVIDER" must provide a usage report i.e. MRT Graph that can be accessed directly by IBA, KARACHI.
- 2.12 "THE SERVICE PROVIDER" will fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of Karachi University / IBA, KARACHI in order to avoid any damage to the cable.
- 2.13 "THE SERVICE PROVIDER" provided link must have the scalability/flexibility to add any additional bandwidth in future.
- 2.14 "THE SERVICE PROVIDER" must ensure that in the event of failure of primary link the secondary link should remain active. The primary link and secondary link should not fail simultaneously.
- 2.15 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA, KARACHI" as & when required.
- 2.16 "THE SERVICE PROVIDER" must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.17 Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.
- 2.18 Internet service provider will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & collection of information, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- 2.19 Total 500Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required from competent authorities
- 2.20 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IBA, KARACHI Karachi will be the responsibility of the Service Provider.
- 2.21 Services

2.1 Incident Reporting and Ticketing

- 2.1.1 The customer shall record the incident at the Wateen ENOC with designated Shift Engineer, only if initial troubleshooting steps (defined in Clause No.3) could not resolve the problem locally.
- 2.1.2 The contact number for customer to call the Wateen ENOC shall be 111-WATEEN or through an email sent to servicedesk@wateen.com

- 2.1.3 The Wateen Shift Engineer shall perform initial troubleshooting and shall issue a Trouble Ticket (TT) for the incident reported by the customer
- 2.1.4 The issued TTN shall be the reference number for all customer calls and correspondence with Wateen, regarding that specific incident

2.2 Enterprise NOC Support

- 2.2.1 Wateen Shift Engineer shall attempt to resolve the problem identified by the customer during the Incident Reporting Call (IRC)
- 2.2.2 In the event the incident is not resolved during the IRC, the Wateen Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated Wateen field engineering support team with respect to the type of problem
- 2.2.3 In case the problem requires Field Engineering Support, the designated Wateen FE shall subsequently contact the customer with the reference TT. Wateen FE shall attempt to resolve the problem identified by the customer during the Incident Reporting Call (IRC)

2.3 On-Site Support

- 2.3.1 In the event that FE is unable to resolve the reported ticket remotely then the designated Wateen FE shall visit the designated customer site
- 2.3.2 On-site support call shall be provided by Wateen as follow:
- 2.3.2.1 Within 06 hours; in cities where Wateen has permanently stationed FE(s)
- 2.3.2.2 Within 24 hours; where a Wateen FE is not permanently stationed and the customer site is reachable by Air, with a minimum of 2 flights a day between the customer site and the nearest Wateen office
- 2.3.2.3 Within 48 hours: Where a Wateen FE is not permanently stationed and the customer site is reachable by road and/or by rail from the nearest Wateen office
- 2.3.3 In the event that an IRC remains unresolved beyond 72 hours, the customer shall have the privilege to escalation the IRC to higher level at Wateen as defined in Escalation Matrix

ARTICLE III **WARRANTY**

- 3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible to the existing network connectivity.
- 3.2 Design of the network should have the scalability/flexibility to add any additional bandwidth in future.

ARTICLE IV **DELIVERY TIME LINES**

- 4.1 Subject link with required Bandwidth Capacity will be handed over to Institute of Business Administration Karachi with-in 08-10 week's time after date of signing of this agreement. Institute of Business Administration team will extend support in arranging permissions from Karachi University.

- 4.2 Initial Troubleshooting Steps

Wateen is striving to enhance and maintain the quality of service. One of our primary goal is to minimize the down time and turnaround time. Below mentioned are some of the areas where our valued enterprise customers can assist and add value to avoid unnecessary outages as well as reduce down time:

1. On observing link connectivity alarms / failure, following steps may resolve problem:
 - a. Power Status at branch side
 - b. Power cord along with the power supply status of end device
 - c. All cords are firmly plugged in correct ports
 - d. LED status of the CPE (Customer premises equipment)
 - e. Power – Hot Rebooting CPE if resolves issue
2. In case of issues where physical status of device is found UP but Customer connectivity is found down, following steps may resolve problem locally:
 - a. Port status of corresponding switch / router
 - b. Ethernet cable re-plugging at switch side
 - c. Port settings are manually set to:
 - i. Negotiate = No Negotiate
 - ii. Speed = 100 Mbps (depending on interface)
 - iii. Duplex = Full
3. In order to narrow down issue, it is important that correct nature of issue is described at the time of launching complaint. In case of L2 / L3 connectivity is down but physically link (end device) is UP, then it may be accordingly mentioned. Preferably in such cases, below stats / traces of client side switch / router will be of great help:
 - a. Point to Point Ping result (CE IP – Wateen PE) For L3 only
 - b. Show Interface and Show Logs stats to check below important fields:
 - i. CRC (Cyclic Redundancy Check) errors on interface
 - ii. Physical status of Interface
 - iii. Verify if any specific routing protocol is affecting traffic etc
 - c. Trace route logs.

4.3 Service Duration

4.4 This Agreement shall commence and be effective from the issuance of the work order by IBA, KARACHI for a term of one year. Site Coverage

Wateen shall provide the maintenance support services for the link installed at sites Institute of Business Administration, Main Campus, Karachi University, Karachi, Pakistan

4.5 ENOC Service Desk

Wateen has a best in class, tried and tested service desk facility. Customer shall use the same service desk structure for receiving operation and maintenance support for required network

Service desk will be the first point of contact for Customer in case of any problem occurs in the network:

Phone Number	111-WATEEN
Email ID	servicedesk@wateen.com

4.6 How to open Trouble Ticket

- 4.6.1 If issue is not resolved by the above troubleshooting steps (defined in clause No. 3) then, Customer shall contact Wateen by dialing 111-Wateen or email at servicedesk@wateen.com and copying smehoc@wateen.com
- 4.6.2 On filing/logging the complaint, ENOC will issue TT to customer.
- 4.6.3 Customer must save the number for future correspondence with reference to this particular issue.

4.6.4 Nature of issue along with below information must be shared by customer for locking / registering complaint.

Branch Code	Service Address	Last Mile Media	VLAN/IP	POC Available at Site along with Voice Contact	POC Available in Head Office / NOC along with voice contact
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4.7 Hours of coverage

4.7.1 Wateen service engineer shall be available on –call 24x7x365

4.8 Water Engineers Permanently stationed

4.8.1 To provide On-site support services, Wateen Field Engineers (FEs) are permanently stationed in the cities of:

- 4.8.1.1 Lahore
- 4.8.1.2 Karachi
- 4.8.1.3 Islamabad
- 4.8.1.4 Rawalpindi
- 4.8.1.5 Abbottabad
- 4.8.1.6 Peshawar
- 4.8.1.7 D.I.Khan
- 4.8.1.8 Jhelum
- 4.8.1.9 Gujrat
- 4.8.1.10 Gujranwala
- 4.8.1.11 Sialkot
- 4.8.1.12 Sheikhupura
- 4.8.1.13 Okara
- 4.8.1.14 Sahiwal
- 4.8.1.15 Sargodha
- 4.8.1.16 Faisalabad
- 4.8.1.17 Multan
- 4.8.1.18 Bhawalpur
- 4.8.1.19 R.Y.Khan
- 4.8.1.20 Sukkur
- 4.8.1.21 Hyderabad
- 4.8.1.22 Quetta

4.9 Escalation Procedure

4.9.1 ENOC initial response which includes performing initial troubleshooting and generation of trouble ticket will be done as per following:

- | | |
|---|------------|
| 4.9.1.1 For aggregation/ Critical site (Severity – 1) | 15 minutes |
| 4.9.1.2 Non-aggregation site (severity -2) | 30 minutes |

4.10 Service/ Network Availability

Each designated customer site is being allocated a specific bandwidth and connectivity link for network operations. These include last mile(s), Aggregation Point(s), and backbone network

4.11 Bandwidth Availability

4.11.1 Wateen shall render bandwidth availability of 99.5% for each designated customer site

4.12 **Network Availability**

4.12.1 Wateen shall render network availability of 99.5% for each designated customer site

ARTICLE V
PENALTIES COVERED UNDER THIS AGREEMENT

5.1 The Penalties covered under this SLA for Network Availability is classified herewith. In the event of failure to render services in conformance to the Agreement , Wateen shall be liable to refund amounts by adjusting the amount against it's monthly / quarterly invoices as follows:

5.2 Failure to conform the Network Availability.

5.3 The Maximum limit of penalties under this SLA's Network availability are classified as under:

* Maximum LDs shall be 5% of MRC/QRC

Network Availability (% of 2160 hours)	Deduction from Quarterly Recurring Service Charge
100% - 99.50%	No Deduction
99.49% - 97.00	1% Deduction
96.99% - 95.00 %	2% Deduction
94.99% - 93.99 %	3% Deduction
92.99% - 92.00%	4% Deduction
Less than 92.00%	5% Deduction

5.4 The penalties shall be deducted once in a quarter in a calendar year

ARTICLE VI
REMUNERATION

6.1 The cost offered by the SERVICE PROVIDER is Rs. 4,994,060.00 per year (inclusive of all taxes) Provision of Internet Bandwidth vide tender # IT/04/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Sr. #	Particulars	Qty	Description
1	Bandwidth	500 Mbps	Server Room Ground Floor NBP Technology Center, IBA, KARACHI Main Campus University Road, Karachi - 75270 Pakistan
	IP Pool		a) Subnet mask of /27 for public IP addresses. c) Subnet mask of /29 for public IP addresses. d) Subnet mask of /29 for public IP addresses.
	Service Level Agreement Should Includes		a) CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable b) Minimum SLA level uptime should be 99.5%
	Last Mile Medias		Optical Fiber Cable with last mile router

	One Time Charges (OTC) If any	Monthly Recurring Charges (MRC)
Total	Rs.100,000.00	Rs.350,000.00
SST	Rs.13,000.00	Rs.56,755.00.00
Total Amount	Rs.113,000.00	Rs.406,755.00
Grand Total per Annum	Rs.4,994,060.00	

- 6.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of Provider of Backup Internet Bandwidth to IBA, KARACHI.
- 6.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".
- 6.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 6.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.
- 6.6 Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.

ARTICLE VII ARBITRATION

- 7.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA, KARACHI for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

ARTICLE VIII TERMINATION

- 8.1 In case of non-payment of the Service Charges and/or any other amount/charges payable by IBA, KARACHI, within sixty (60) days of the Due Date under this Agreement, the Service Provider shall inter alia have the right to suspend/terminate the services and/or the Agreement with immediate effect without providing any prior notice to IBA, KARACHI.
- 8.2 In case IBA, KARACHI commits any breach of the terms and conditions contained in this Agreement, the Service Provider shall have the right to terminate/suspend this Agreement by providing fifteen (15) days prior notice to IBA, KARACHI. However, if the breach is remedied by IBA, KARACHI to the satisfaction of Service Provider, within the above said period the Agreement shall not be terminated/suspended by the Service Provider.
- 8.3 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 8.4 Upon termination of this Agreement in accordance with the terms hereof, IBA, KARACHI shall immediately pay to the Service Provider all amounts due to Service Provider. The termination of this Agreement for any reason shall extinguish all of

Wateen's obligations under this Agreement, but shall not relieve either Party of any obligation that may have arisen prior to such termination.

- 8.5 In the event of early termination of this Agreement, the Agreement shall forthwith become wholly void and of no further force and effect; and IBA, KARACHI will remain liable to the Service Provider for any breach of this Agreement existing at the time of such termination, and Service Provider, may seek such remedies against the other with respect to any such breach as are provided in this Agreement. In the case of termination by IBA, KARACHI, it will be liable to the Service Provider for the sum of any unpaid fees and dues existing at the time of termination and which were due to the Service Provider under the terms and conditions of this Agreement.
- 8.6 The Service Provider shall have the right to suspend/terminate the Agreement and/or the services in its sole option if
- (i) The Service Provider believes or reasonably suspects that the amounts due from IBA, KARACHI to the Service Provider cannot be paid;
 - (ii) The Service Provider reasonably believes that the operation of the network and/or the services is in jeopardy;
 - (iii) The operation of the network and /or the services is discontinued, suspended or terminated for any reason, whether temporarily or otherwise;
 - (iv) There is misuse of the services by IBA, KARACHI.

ARTICLE IX **INDEMNITY**

- 9.1 Each party shall indemnify and hold harmless the other party fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by either party, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party.

ARTICLE X **NOTICE**

- 10.1 Any notice and other communications given in connection with this Agreement shall be sufficient if it is in writing and if sent by courier or registered mail at the address set forth below. All communications shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

WATEEN

Walton Road opposite Bab-e-Pakistan
Walton, Cantt, Lahore

Fax: _____
Attn: _____

IBA, KARACHI, KARACHI

Main Campus
University Road, Karachi.
Postal Code: 75270
UAN: 111 422-422
Fax: 92-21-99261530
Attn: Sr. Manager Purchase

ARTICLE XI **SEVERABILITY**

- 11.1 If any terms covenant or condition of this Agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this Agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

ARTICLE XII
RENEWAL

- 12.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, KARACHI, Karachi and the SERVICE PROVIDER agree so.

ARTICLE XIII
INTEGRITY PACT

- 13.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA, KARACHI or any administrative or financial offices thereof or any other department under the control of the IBA, KARACHI through any corrupt practice(s).
- 13.2 Without limiting the generality of the forgoing the Service Provider , represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA, KARACHI directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, KARACHI, except that which has been expressly declared pursuant hereto.
- 13.3 The Service Provider accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA, KARACHI under any law, contract, or other instrument, stand void at the discretion of the IBA, KARACHI.
- 13.4 Notwithstanding any right and remedies exercised by the IBA, KARACHI in this regard, the Service Provider , agrees to indemnify the IBA, KARACHI for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA, KARACHI in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the Service Provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA, KARACHI.

ARTICLE XIV
ESCALATION MATRIX

- 14.1 In case proper updates are not given by ENOC or KPI for restoration of services is lapsed / delayed, issue may escalated to next levels as per below guideline

Escalatio n levels	Name & Contact Detail	Escalation Time				Email address
		(Non- Aggregat ion Site)	(Aggrega tion Site)	Site where FE is not stationed and site is reachable through Air travel	Site where FE is not stationed and site is reachable through Road DVB Sites	

Level 1	Wateen ENOC 111 Wateen 111 928 336	Immediate	Immediate	Immediate	Immediate	servicedesk@wateen.com
Level 2	Shift Manager 0321-4002157	After 2 hours	After 4 hours	After 12 hours	After 24 hours	smenoc@wateen.com
Level 3	Muzzammil Haroon Jan Head of NOC 0321-8420861	After 6 hours	After 4 hours	24 hours	48 hours	muzzammil.haroon@wateen.com
Level 4	Farhan Haider Director Technical 0321-4002204	After 12 hours	After 6 hours	36 hours	50 hours	Farhan.haider@wateen.com

ARTICLE XV **LIMITATION OF LIABILITY**

- 15.1 Service Provider's obligations under this Agreement or otherwise shall not exceed a sum of 5% of Annual Recurring Charges ("ARC") under this Agreement with the approval of the IBA, KARACHI, Karachi.

ARTICLE XVI **CONFIDENTIALITY**

- 16.1 Each Party agrees that except as provided herein it will not disclose (directly or indirectly) the contents of this Agreement or of any document referred to in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any extension or amendment thereto), to any other person whatsoever, other than as may be required for the enforcement of the provisions of this Agreement or with the consent of the other Party.

ARTICLE XVII **FORCE MAJEURE**

- 17.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or act of God.
- 17.2 IBA, KARACHI, Karachi recognizes that the services may be adversely affected by natural or atmospheric conditions, natural phenomenon and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. The Service Provider shall not be liable for any disruption, interruption, suspension or termination of the services caused due to the foregoing except to the extent herein provided. In any case the Service Provider would require to provide genuine proof with authenticity.

- 17.3 The Service Provider shall not be liable for any interruption, suspension or termination of any services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice.

ARTICLE XVIII
MISCELLANEOUS

- 18.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 18.2 IBA, KARACHI, Karachi acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights as well as all intellectual property registered by the Service Provider or equipment manufacturers or its affiliated companies shall reside and remain exclusively in Service Provider .
- 18.3 This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of Islamic Republic of Pakistan.
- 18.4 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, negotiations or communications.
- 18.5 Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing.
- 18.6 The provisions of this Agreement are for the benefit of only IBA, KARACHI and Wateen and no third party may seek to enforce or benefit from the provisions of this Agreement.
- 18.7 Each individual signing this Agreement warrants and represents that he has the full power and authority and is duly authorised and empowered to execute this Agreement on behalf of the Party for which he signs.
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IN WITNESS WHEREOF, the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

* Services would be started Once IBA Confirm the
Start date to M/s Wateen through Email / Letter. *SM*

16 June 2020
"IBA, KARACHI"
NAME: Imran Batada
CNIC #

Address:
Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi, Pakistan

Adil Rashid
Wateen Telecom Ltd
NAME: ADIL RASHID
CNIC # 37465-0223625-3

Address:
Main Walton Road, Opposite Bab-e-
Pakistan, Walton Cantt., Lahore

Witnesses:

1. *[Signature]*
M. SOHAIL KHAN
CNIC # *Manager Purchase & Stores*
Institute of Business Administration
Address: *Karachi-Pakistan*

2. *Zaheer Azeel*
CNIC# *42501-1528291-5*
Address: *[Signature]*

Pakistan Star