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SHAKEELA SHAIKH STAMP VENDOR

Licence # 34, Shop # 30

Clifton Centre Block-5 Clifton Karachi.

S. No. 6545 Date 02 SEP 2015
Issued With Address ups Computer Marketing Company.
Through With Address
Purpose
Value Rs. 100/- Attached
Stamp Vendors Signature

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

SERVICE AND SUPPORT AGREEMENT

02 SEP 2015

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this ___ day of ___, 2015, and will commence ___ day of ___, 2015 (Effective Date) till ___ day of ___, 2016 (Termination Date), in the continuation of contracts Bid Nos. IT/81/2014-15, reference clause 5.0;

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, having its office at Plot # 68 & 88 Garden / Kayani Shaheed Road, Karachi - 74400 Pakistan. (hereinafter, "Client", which term wherever occur in these presents shall mean and include its successors-in-interest, executors and assigns) of the One Part;

AND

CMC Pvt Ltd. incorporated under the laws of Islamic Republic of Pakistan and having its registered head office

Pakistan, (hereinafter referred "**CMC Pvt Ltd.**" 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 **CMC Pvt Ltd.** shall hereinafter collectively be referred to as the "Parties" and singly as "Party").

TERMS AND CONDITIONS

CMC Pvt Ltd. recognizes that Data Center facility and network services are critical for our valued customers (**Institute of Business Administration, Karachi**) using Data Center Services. **CMC Pvt Ltd.** backs its commitment and focus on operational excellence and eligibility by providing a Data Center facility and network uptime guarantee of 24/7 for Data Center Services to its customers (**Institute of Business Administration, Karachi**). The network is comprised of the LAN Area network (LAN Passive Components) in the Data Center and the Fiber backbone.



CMC Pvt Ltd.'s facilities include HVAC, Environmental, Power, fire suppression (after complete implementation) Genset and Security.

This Service Level Agreement's (SLA) Terms and Conditions apply only to Customers (**Institute of Business Administration, Karachi**) agreeing to a Minimum Service Period of one year or more for **CMC Pvt Ltd.** Data Center Services and only in respect of the provision of such services during such period and where Customer's accounts with **CMC Pvt Ltd.** are in good standing. Availability of this SLA may be subject to further conditions or qualifications set forth in the Agreement with **CMC Pvt Ltd.**. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy under the relevant Agreement.

Data Center Infrastructure Availability

CMC Pvt Ltd. guarantee to be available 24/7 of the time, as averaged over a calendar month. Data Center Infrastructure includes the customer's following;

- Network Copper Cabling within Data Center
- Network Fiber Cabling backbone
- Patch Panels
- Network Nodes within Data Center.
- Electrical DB's.
- Genset.
- Cooling System.
- Fire Suppression (after complete implementation).

Environmental

CMC Pvt Ltd. will use commercially reasonable efforts to ensure that the temperature of open space in Data Center Services area will remain 22 degrees Centigrade, and relative humidity will remain between 30% and 70%. This commitment does not apply to localized conditions within a particular customer cabinet, cage, rack or other enclosed space.

- Air Conditioners & Precision Unit

Power

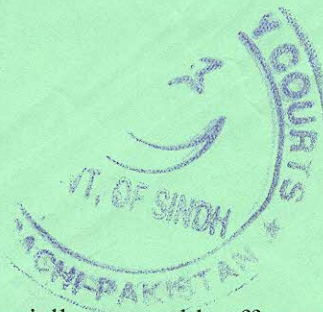
CMC Pvt Ltd. power availability guarantee is to have AC power provided to Customer's Data Center Services cabinet available 100% of the time through generators and Power cabling infrastructure. Our facilities provide power systems that feature continuous, redundant and protected AC. The redundant power facility enables your equipment to run continuously, even in the event of a major outage. Components covered under the power availability are as follows;

- Power Cabling
- Power Distribution Panels
- Power Sockets
- PDU
- Generators
- Isolation Transformers
- Surge Protectors

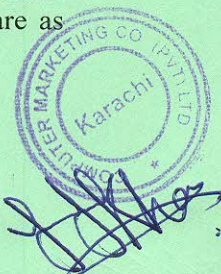
Security

CMC Pvt Ltd. will use commercially reasonable efforts to ensure the uptime to Customer's Data Center Services facility(s) at all times. Efforts to ensure security to the facility is maintained via security card, video surveillance and biometric hand scan. Customers will ensure and follow to ensure that only those with the authority are given access to our Data Center and that the customer understands these processes and is also held responsible for any changes of access whether it be new contacts or no longer a contact. Components covered under security are as follows;

- Access Control
- Bio-Matrices
- CCTV Cameras
- NVR



Signature



Outage Response

A Service Outage begins when **CMC Pvt Ltd.** is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected network or facility service is again operational. **CMC Pvt Ltd.** may undertake Critical Maintenance at any time deemed necessary and shall provide notice of Outage to Customer under practical circumstances. An Outage Response is defined as a **CMC Pvt Ltd.** Internal ticket opened to address the issue.

Critical	15 minute response time on critical issue.
	1 Hour response time on site support on critical issue.
	4 Hour response time for complaint resolution or part replacement / backup.
Normal	1 hour response time
	4 hour response time on site support.
	NBD (Next Business Day) for complaint resolution or Part replacement.

SERVICES OFFERED

- This Agreement shall be in effect from _____ for one year and subject to **CMC Pvt Ltd.** inspection of the equipment to ensure that they are in working order
- Preventive and Corrective Maintenance as recommended for the equipment listed in Annexure "A" of this Agreement.
- Physical inspection of complete equipment.
- Performance tests and adjustments.
- Perform engineering modification and changes, if recommended by Principals.

2. ADD-ON EQUIPMENT

- Any equipment or complete devices may be added to this Agreement at Customer's request at any time; however proportional charges for the specific equipment shall be added in the Agreement.

3. CMC Pvt Ltd.' s RESPONSIBILITIES

- CMC Pvt Ltd.** will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services on the Customer's premises. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down - time.
- The schedule response time will only be applicable at Karachi.

4. CUSTOMER'S RESPONSIBILITIES

- Report any problem or disturbance being experienced in the equipment within the shortest possible time span to **CMC Pvt Ltd.**. Contact details are as follows;

Email:
Tel:
- Extend all possible legitimate assistance to facilitate **CMC Pvt Ltd.** to perform the services as outlined in this Agreement, in reducing equipment downtime.
- CMC Pvt Ltd.** personnel shall have full and free access to the equipment as well as to the relevant documentation (hardware or software).
- In the event of address change, the Customer shall inform **CMC Pvt Ltd.** in writing.

5. FORCE MAJURE

- CMC Pvt Ltd.** shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of **CMC Pvt Ltd.** and which could not have been foreseen, prevented or avoided by a judicious person



of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

6. CONDITION OF EQUIPMENT

- a. All equipment will be inspected by **CMC Pvt Ltd.** before signing of this Agreement to check for its soundness of operation. Defective equipment will not be covered and the Customer shall be required to pay for any and all repair costs, if he prefers to do so.
- b. When Engineering personnel finds that normal service cannot keep the equipment in smooth running condition, and the parts need to be replaced, or complete overhaul is due, **CMC Pvt Ltd.** shall submit an estimate of Repairs at the Service Center apart from the running Agreement. If not accepted, **CMC Pvt Ltd.** obligations under this Agreement shall cease.

7. EXCHANGE COMPONENTS OR ASSEMBLIES

- a. Customer enter into a Service and Support Agreement (**With Backup Spares**), all defective assemblies and components may be swapped, if required, free of charge on exchange basis i.e. replaced parts shall become the sole property of **CMC Pvt Ltd.** and Customer shall not ask for their return or surrender, either complete or part thereof.
- b. Any repair should be made subject to availability on the necessary components in the local market otherwise equipment will send abroad for repair, in such a case no time limit can be determined for the equipment return.

8. SERVICE AVAILABILITY

- a. **CMC Pvt Ltd.** agrees to provide Service and Support which include unscheduled calls and preventive maintenance during the working/business hours which are 09.00 A.M. to 06.00 P.M. from Monday through Sunday. The schedule response time of 2 to 4 hours whereas after work hours the scheduled response time will be 4 to 6 hours will be applicable.

9. PAYMENT

- a. In consideration of the covenants and agreements to be kept and performed by the CMC Pvt Ltd. and for the faithful performance of this Agreement, IBA shall pay and the CMC Pvt Ltd. shall receive and accept (as full and final compensation for the Services furnished by the CMC Pvt Ltd. 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 CMC Pvt Ltd. 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 CMC Pvt Ltd. in terms of this Clause 4 shall constitute the CMC Pvt Ltd. only remuneration in connection with this Agreement and neither the CMC Pvt Ltd. 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.

10. TERMS AND TERMINATIONS

- a. This Agreement will remain in force from the date signed until the next renewal date.
- b. This Agreement may be terminated upon (30) days written consent of either party at any time or failure of the party to comply with the terms of this Agreement.

