

Service Level Agreement

January 2016 – December 2016

This Maintenance Agreement is made at Karachi and reduced into writing on this first day of January 2016 at Karachi between M/s. Information Systems Associates Ltd, though hereinafter called Comstar, which term shall mean and include their successors in interest, assigns and legal representatives, wherever the context so require.

And

M/S Institute of Business Administration Office at City Campus, Garden /Kiyani Shaheed Road, Karachi, though it's hereinafter called the IBA. Which terms shall mean and include their successors in interest, assigns and legal representatives, wherever the context so permit

NOW THIS MAINTENACE AGREEMENT WITNESSETH AS UNDER:

WHEREAS, Comstar operates and maintains Public Data Network for Radio communications in Pakistan (the Comstar Network); and

Whereas, THE IBA approached the Comstar and the Comstar desires are to provide maintenance services:

And

Whereas, Comstar is willing to provide such services under the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual consent, promises, and covenants contained herein, the Parties agree as follows:

1. General Maintenance Terms & Conditions

- I. Comstar will repair or replace the faulty equipment or part to bring the equipment in working condition according to order specification.
- II. Comstar shall carry sufficient inventory to facilitate replacement in case of a major fault.
- III. The agreement shall not cover defects and / or damages arising from:
 - a. Mishandling of equipment by the IBA.
 - b. Use of improper electric power, where IBA will be liable for all the damage caused and the delay to restore the link (Customer will give written verification of such an incident).
 - c. Usage of equipment contrary to our manuals and instructions.
 - d. Theft: if any theft occurs of any equipment from the IBAs premises, IBA will be liable for it.
- IV. Any parts or equipment burned out due to improper power conditions will be replaced from Comstar back-up pool. Replacement charges of the same will be charged at actual.

2. Services Quality Parameters

Comstar agrees to adhere to the following specifications at all times in providing the Services to IBA.

Availability:

1. Radio Network Services Availability (point to point links) will be 99.9% on 24 hours x 365 days basis. The transmission delay time for each single hop should not exceed 120 ms.
2. The charges for the provisioning of the network availability are stated in Annexure I.

General

1. Technical Support from Comstar Engineers and Customers Help Line will be available 24 hours x 365 days per annum.
2. IBA will provide all necessary support and access to Comstar Equipment at all times.
3. It will be Comstar responsibility to bring the branch on line in case of major failure how ever any connectivity medium can be use to bring the branch on line.

3. Backup Equipment

Comstar will maintain the appropriate backup equipment to fulfill SLA uptime commitments for IBA.

4(a). Warranty Period

1. Warranty of all the equipments is for 1 year from the day of the installation.
2. Once warranty is void, if equipment is sent to be repaired, IBA will be liable for freight and repair charges of the equipment.
3. On equipment return after repair IBA will give appropriate downtime for reinstallation of their equipment.
4. Comstar will provide IBA with the fault report.

4(b). Warranty Period (Post First Year)

1. Charges for annual support for equipment repair and associated backup equipment is stated in Annexure II and III.
2. Once warranty is void, if equipment is sent to be repaired, IBA will be liable for freight and repair charges of the equipment

3. On equipment return after repair IBA will give appropriate downtime for reinstallation of their equipment
4. Comstar will provide IBA with the fault report

5. Complaint Logging

IBA can log their complaints regarding their links on Comstar's website i.e. www.comstar.com.pk/customer_login_form.php via Online Complaint System. Details are given below:

Login ID:

Password:

(Please change the password on your first login)

Or

Via Phone: (021) 111566111 or (021) 5637107-12 Ext: 130

Mohammad Ahmed (0332-4790208) - Lahore

For any complaint IBA can also contact Comstar Customer Service representatives 24/7:

Mrs. Farida Bajwa – 0333-2405213 (Sr. Customer Service Manager)

Mr. Muhammad Ahmed – 0332-4790208 (Customer Service Administrator)

6. Turnaround Time

The turnaround Time is the time taken by Comstar engineers to arrive at IBA branches along with necessary tools/equipment and backup/parts after a complaint has been made through phone, fax, or email by the IBA staff to the concerned Comstar office.

Location	Time of Complaint	Turnaround Time
Karachi Islamabad Lahore Multan	Working days (08:30AM to 09:00PM)	Comstar will response against the complaint with in two hours.
All other cities	(08:30 AM to 06:00 PM on all working days)	Comstar will response against the complaint With in four hours plus travel time (Transport availability dependency) between nearest Comstar Support Center & IBA branch.
Karachi Islamabad Lahore Multan	After 09:00pm on working days + Gazetted and Public Holidays	Team will arrive at site before 10:00am next working day.
All other cities	After 06:00pm on working days + Gazettes and Public Holiday	Next working day Team moves @ 07:00am; in case of air flight, first next available flight.
Support	In house: Complaints will be handled round the clock for which permissions required from IBA for the access of Comstar Engineers after 6:00 PM	Roof Top: Complains regarding tower access after sunset or before sun rise will not be entertained, though the task may continue in the next day light.

7. Terms and Termination

The initial term of this Agreement shall be for one year. After the first year the agreement can be extended by mutual consent of both the parties. Either

party may terminate this agreement by a written notice to the other party given Thirty (30) days in advance of the intended date of termination

8. Changes

All notices required under this Agreement shall be in writing and shall be considered properly given only if sent to the following addresses, respectively, or to such other addressee as the Party concerned may hereafter designate by similar notice:

9. Excusable Delay

Comstar's performance of its duties and obligations under this Agreement shall be excused to the extent that failure of performance is caused by force majors / acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, unusually severe weather, and other similar events which in every case are beyond the reasonable control and without the fault or negligence of Comstar. Comstar shall promptly notify IBA of such events and make every reasonable effort to restore services.

10. Assignments

Neither party shall assign or delegate this agreement or any of its rights, duties, or obligations hereunder to any other person without the prior expresses written consent of other.

11. Access to work in Progress and Data

All services provided pursuant to this Contract, including equipment and facilities utilized in the provision of such services, and all data and documentation required to be generated by Comstar in connection with the performance of such services, shall be subject to examination, evaluation, and inspection by IBA to the extent practicable at all reasonable times and places during the term of this Agreement. Thereafter, to the extent that such data and documentation are of a type normally retained by Comstar, they shall continue to be available for such purposes.

12. Applicable Law

This Agreement shall be interpreted, construed, and governed by the laws of the land i.e. Pakistan, without any reference to choice of law rules. Should

any provisions of this Agreement be illegal or not enforceable under the laws of Pakistan, they shall be considered severable and the Lease shall remain in full force and effect, and be binding upon the Parties as though the said provisions had never been included.

13. Dispute Resolution

In the event of any dispute questions or differences arising out of terms of this agreement, the parties agree to make every effort to reach an amicable settlement. Except as otherwise provided in this agreement, any difference, dispute or question arising out of or with reference to this agreement which can not be settled amicably, shall within 30 days from the date either party informs the other in writing that such difference, dispute or question exist, be referred to an arbitration i-e one arbitrator will be nominated by each party and the third will be nominated jointly and by the consent of the both and whose decision shall be binding upon both the parties

14. That in case of any litigation by and between the parties, the Karachi Courts will have jurisdiction to adjudicate upon the matter, since the Agreement is being signed at Karachi and all moneys / sums shall be paid to the Comstar's head office at Karachi.

15. Integration

The express terms of this Agreement constitute the final and entire statement of agreement between the Parties, and unless specifically incorporated within the terms of this Agreement, no previous correspondence, representations, expressions or agreements, either written or oral, by either Party, shall vary the terms of this Agreement. The express terms of this Agreement shall not be supplemented or contradicted by course of dealing, usage of trade, or course of performance under this or any other agreements. Any changes to this Agreement shall be accomplished in accordance with the provisions hereof and any amendments to this Agreement shall be in writing and signed by both Parties.

16. Execution of Agreement in duplicate

This agreement is being executed in English in duplicate. The original shall be retained by IBA and duplicate by Comstar.

17. Terms & Conditions – “Penalties”

The payments will stand reduced by the following penalties in case of interruption or lesser than specified quality service of the respective link. This penalty will be adjusted in the next bill.

If down-time per month > 0 <= 3 hours, deduction @Rs. 100/= per hour

If down-time per month > 3 <= 6 hours, deduction @Rs. 250/= per hour

If down-time per month > 6 <= 24 hours, deduction @Rs. 500/= per hour

If down-time per month > 24 hours, deduction @Rs. 1,000/= per hour

18. Service of Notice

All notices required under this Agreement shall be in writing and shall be considered properly given only if sent to the following addresses, respectively, or to such other addressee as the Party concerned may hereafter designate by similar notice:

Comstar ISA Ltd.

M/S Information Systems Associates Ltd

6th Floor Ilaco House Abdullah Haroon Road

Karachi

Institute of Business Administration

City Campus, Garden /Kiyani Shaheed Road

Karachi

IN WITNESS WHEREOF, both the Parties hereto have caused this Agreement to be subscribed by their duly authorized officers on the date and year first written above in presence of the following witnesses.

Comstar ISA LTD.

IBA

Name: _____

Name: _____

Title: _____

Title: _____

Signature:

Signature:

WITNESSES:

1. _____

2. _____

WITNESSES:

1. _____

2. _____

Annexure I

Radio Links Maintenance

Radio link	Amount
Main Campus to City Campus	46,000
Main Campus to Boys Hostel	41,000
Main Campus to Girls Hostel	41,000
Main Campus to Girls Reading Hall	36,000
Main Campus to Staff Colony	36,000
Total	200,000

Annexure II

Main Campus	80ft Tower
City Campus	80ft Tower
Boys Hostel	40ft Tower
Girls Hostel	60ft Tower
Girls Reading Hall	20ft Tower
Staff Colony	5ft Pole
Total Charges of Tower/Pole Maintenance	Rs 170,000/=

Tower Maintenance Includes:

Greasing On Tower Accessories
Primer (Anti Rust/Red oxide) application
(1Coat.)
Paint Application ICI (1 Coat.)
Replacement of tower bulb (If Required)
Guy Wires Maintenance
Tieing of RF, Earth & Electrical cables properly
tied.

Replacement of all Guy wires & Accessories Including S.S.N.P and D-shegal on Tower Guy wires will be charged at actual.