

**AGREEMENT**  
**Provision of Internet Bandwidth at City Campus**

THIS AGREEMENT is executed at KARACHI, on this day September ... 30... 2020.

**BY AND BETWEEN**

**M/s Institute of Business Administration, Karachi** through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the **FIRST PART**.

**AND**

**Wateen Telecom Limited**, a company incorporated and existing under the laws of Pakistan, having its regional office at # **603, 6<sup>th</sup> 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 at City Campus vide tender # IT/22/19-20 for the Provision of Internet Bandwidth at City Campus (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 at City Campus (including but not limited to the "Provision of Internet Bandwidth at City Campus" 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 at City Campus" discussions in respect of the same with "IBA, KARACHI" before the determination of Provision of Internet Bandwidth at City Campus to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA, KARACHI" for Provision of Internet Bandwidth at City

**ATTESTED**  
Man Khalid Mehmood Joiya  
Oath Commissioner No. 173  
Extension From 6-8-2020 To 5-8-2022  
Lahore High Court Lahore

Campus. "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 at City Campus 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 Procurement 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".
- 2 The measurement of availability of services shall become effective from the date of deployment of the last link or site by Wateen and project implementation is signed-off ("Commencement Date").
- 3 Service availability shall be conducted every month to assess the performance of OSS and to verify if any penalties are applicable for failure to conform with the SLA.
- 4 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 network availability (link up time) measurement for the Customer.
- 5 In the event that Wateen fails to conform to the SLA in a specific month after the Commencement Date, the Customer shall grant Wateen a grace period of fourteen (14) days to improve the services to the extent that the OSS are in conformity with the SLA.
- 6 If Wateen fails to conform to the SLA within fourteen (14) days of the grace period given by the Customer, Wateen shall be liable for the applicable penalty for the number of days of non-conformance to the SLA from the last day of grace period up to the date that services conform to the SLA.
- 7 To ensure all availability services are in conformance with the SLA, the Customer shall ensure that all Customer equipment and software is operational and in good working condition.
- 8 The TT opened and registered by the Customer at Wateen ENOC shall be the base line for calculating service availability reports.  
  
The following are specifically excluded from coverage under this SLA for the calculation of latency, packet loss, availability or outage.
- 9 The force majeure events or customer's failure to comply with its obligation as defined in the Agreement.
- 10 Any pre-notified scheduled interruption for maintenance, re-configurations or testing.
- 11 Any type of DDoS attack perpetrated to Wateen network or on customer IPs which may lead to de-advertise affected IP blocks.

- 12 The service modified or altered by Wateen in any way on customer's request.
- 13 Erroneous configuration/ connectivity changes by customer on its own at their end.
- 14 Any components or network entities managed by operators (including the customer) other than Wateen.
- 15 Trouble Tickets resolved as "No Fault Found"
- 16 Outages less than 60 seconds
- 17 Time consumed/wasted due to delays or lack of co-ordination from customer's end to fix an outage and failure or inability to provide Wateen team access to be client site, fault area
- 18 Defective Customer equipment or software being faulty;
- 19 Outage arising due to any fault of the Customer;
- 20 Force Majeure or reasons thereof;
- 21 Law and order situation;
- 22 Inability to perform restoration works due to permission issues related to any third party authorities.
- 23 Any testing request by Customer in order to verify parameters of the Customer's end network.
- 24 Any additional request for support (e.g. review and suggestions for configuration changes at Customer's end LAN).
- 25 Service upgradation and / or downgrading.
- 26 Service suspension in accordance with the terms of the agreement.
27. **Scope**

This service level agreement (the "**SLA**") is for operational support services ("**OSS**") to be provided to [ ] (the "**Customer**") by Wateen Telecom Limited ("**Wateen**") for the services mentioned in this SLA against links installed at the sites given in Annexure 2.
- 27.1 Wateen shall provide OSS comprising of the following:
  - 27.1.1 Incident reporting and trouble ticketing services, available 24/7;
  - 27.1.2 Helpdesk support services, available 24/7;
  - 27.1.3 On-call and on-site support services according to the terms and conditions mentioned herein;
- 27.2 The specification of OSS for internet service may include to ensure following parameters:
  - 27.2.1 Availability
  - 27.2.2 Packet Loss
  - 27.2.3 Latency
  - 27.2.4 Denial of Service
- 27.3 The operation and maintenance ("**O&M**") services will consist of CIR - internet service over the following platforms:
  - 27.3.1 Fiber-Media converter, ME Switch & Fiber-GPON

- 27.4 Incident definition
- 27.4.1 The customer encountering a problem that causes the network to fail from delivering services including
- 27.4.1.1 Lower Bandwidth than the designated bandwidth for the specific customer site
- 27.4.1.2 Bit-errors or non-availability of connectivity
- 27.4.1.3 Incident would commence when the incident is locked/reported at Wateen Enterprise Network Operations Center (ENOC)
- 27.4.2 Other incidents classified as follows shall not be considered in this Operation and support agreement
- 27.4.2.1 Testing Request: Any testing request about Wateen services by customer in order to verify parameters of customer end network
- 27.4.2.2 Request for support: any additional request for support (e.g. configuration changes) that is not covered under this operation and support
- 27.4.2.3 Service up gradation and / or down gradation

**ARTICLE II**  
**SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" would provide 200Mbps 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. Possibility of dual fiber cut shall remain on last mile, however, up time of 99.5% link availability shall be ensured.
- 2.15 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "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 Procurement 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 200Mbps 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**

2.21.1 **Availability**

**2.21.1.1 Last Mile Link Availability**

Redundant Fiber Connectivity : 99.5%  
 Linear Fiber Connectivity : 97.5%

The deductions for service availability in relation to linear connectivity shall be made subject to the following last mile availability:

Last Mile Availability (%)	Deduction From Monthly Service Charge
100% - 97.50%	No Deduction
97.49% - 95.50%	1% Deduction
95.49% - 93.50 %	3% Deduction
93.49% - 91.50%	5% Deduction
91.49% - 89.50%	7% Deduction
Less than 89.49%	9% Deduction

The deductions for service availability in relation to redundant connectivity shall be made subject to the following last mile availability:

Last Mile Availability (%)	Deduction from Monthly Service Charge
100% - 99.50%	No Deduction
99.49% - 97.50%	1% Deduction
97.49% - 95.50 %	3% Deduction
95.49% - 93.50%	5% Deduction
93.49% - 91.50%	7% Deduction
Less than 91.49%	9% Deduction

#### 2.21.2 Service Availability

Wateen will provide 99.85% guaranteed uptime on the IP Router ports up to international IP connectivity at Karachi Gateways. Downtime excludes any fault or scheduled maintenance SMW-3/SMW-4/IMEWE. Downtime due to scheduled maintenance in Wateen network will also be excluded. In case of non-availability of a Service for more than **65 minutes a month**, following compensation shall be payable to the customer.

Monthly Outage	Service Credits
More than 65 minutes	3% of MRC with maximum of 9% of MRC as service credit

#### 2.22 Packet Loss

The customer to 1<sup>st</sup> Hop of Upstream; Packet loss will be measured by averaging the percentage of ICMP packets that are discarded between Wateen and its upstream backbone (1<sup>st</sup> Hop) during one month. In case of Packet Loss exceeding **0.6% average during a month**, following compensation will be payable to the customer.

Average Monthly %age	Service Credits
> 0.6% < 1%	3%
> 1% < 3%	6%
> 3% < 5%	8%
> 5 %	9%

#### 2.23 Latency

The average monthly round trip delay measured from the Wateen IP Gateway router to upstream 1st Hop in North America (excluding satellite link) will be  $\leq 330$  ms for East Coast and  $\leq 375$ ms for West coast. In case of non-compliance by Wateen; following compensation will be payable to the customer.

Average Monthly RTD in (ms)	Service Credits
> 300 ms for East Coast USA	3%
> 330 ms for West Coast USA	3%
> 300 ms < 500ms for East Coast	6%
> 330 ms < 500ms for West Coast	6%

- Notes: a. Measurements will be done over 10 minute intervals by sending 10 Unix based packets of data each consisting of 52 to 100 bytes.  
 b. These measurements do not apply whenever ICMP traffic is blocked for the prevention of DoS/DDoS attacks.

#### 2.24 Denial of Service

Wateen should consider Denial of Service attack as more than 95% bandwidth utilization. Wateen will respond to Denial of Service attacks reported by Customer within 15 minutes after Customer opens a trouble ticket with Wateen Enterprise NOC following escalation matrix. To open a trouble ticket for Denial of Service, Client will call / follow escalation matrix of Wateen and notify about the possible Destination IP address and Type of Attack. In case the Wateen is unable to find the problematic IP address, Wateen will jointly put in efforts with its Upstream Provider to find out the customer's network IP address which is the source of attack. No penalties will be incurred by Wateen in case of failure to identify the offending IP address.

## 2.25 Target Restoration Timelines

Wateen will use its reasonable endeavors to repair the following types of faults within the following times:

<b>Fault Type</b>	<b>Target Repair Time</b>
Last Mile Medium Faults	4 hours
Equipment related faults	6 Hours
Redundancy Loss	6 Hours
Terrestrial cable cuts	8 Hours
Submarine cable cuts	24 Calendar Days (Workaround shall however, be provided and services shall be restored on arranging alternate submarine cable through arrangements done with upstream provider on best efforts)

Failure to meet the Target Times to Repair will not cause service Rebates to be incurred. The rebate structure provided for Service Availability (as set out in section 4) takes account of failures to achieve these target repair times.

## 2.26 OPERATING PROCEDURES

1. Point-of-contact details including escalation matrix from Wateen and Customer sides are attached as Exhibit No.1 and Exhibit No.2 respectively
2. Wateen ENOC at Lahore will be the first POCs to be intimated by the customer for any degradation or non-availability of service
3. The problem will be resolved as soon as possible with mutual co-ordination.
4. In case, the resolution/rectification could not be achieved within the specified commitments of this SLA, customer will reconcile incidents with reference to trouble tickets issues with Wateen NOC at month end. Customer will forward formal email claim credit(s) for previous month with in first five (05) days of starting new month to Manager / Head Wateen NOC
5. Wateen NOC will verify and inform the customer within next five (05) days, accordingly
6. In case of any dispute, formal procedure of dispute resolution contained in the agreement will be followed
7. In the event that the incident TT remains unresolved beyond the stipulated restoration timelines specified in the escalation matrix, the Incident may be escalated according to the severity levels specified in the Escalation Matrix
8. The Customer must share VLAN/IP along with the nature of the issue, trace results from source to destination in case of packet drops and latency issues as per service criteria defined in section 4, for registration of a complaint.

### **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.
- 3.1 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 **Service Duration**

- 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 Procurement 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**

**Zain khan** – ( Key Account Manager)  
Suit # 603, Parsa Tower 6<sup>th</sup> Floor, Main  
Shahra-e-Faisal, Karachi  
GSM: +92 (320) 4149557

**IBA, KARACHI, KARACHI**

Attn: Head of Procurement  
University Road, Karachi.  
Postal Code: 75270  
UAN: 111 422-422  
Fax: 92-21-99261530

**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

In case proper updates are not issued by ENOC or key performance indicators for restoration of services are lapsed or delayed, the Incident may be escalated according to the following matrix:

#### **WATEEN TELECOM LTD**

Escalation	Name	Designation	Escalation Time	Contact Number	Email address
Level 1	Wateen Enterprise NOC (ENOC)	Technical Support – Executive	Immediate	111Wateen 111 928 336	<a href="mailto:servicedesk@wateen.com">servicedesk@wateen.com</a>
Level 2	1.) Asif Sultan 2.) Shift Manager	1. AM ENOC 2.) Shift Manager	After 2 hours	0322-4160200 0321-4002157	<a href="mailto:asif.sultan@wateen.com">asif.sultan@wateen.com</a> <a href="mailto:smenoc@wateen.com">smenoc@wateen.com</a>
Level 3	Rizwan Khalid	Manager ENOC	After 4 hours	0320-4162061	<a href="mailto:rizwan.khalid@wateen.com">rizwan.khalid@wateen.com</a>
Level 4	Muzzammil Haroon Jan	Head of NOC	After 5 hours	0321-8420861	<a href="mailto:Muzzammil.haroon@wateen.com">Muzzammil.haroon@wateen.com</a>
Level 5	Farhan Haider	Director Technical	After 6 hours	0321-4002204	<a href="mailto:farhan.haider@wateen.com">farhan.haider@wateen.com</a>

**CUSTOMER ESCALATION MATRIX (to be shared by IBA)**

#### 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**

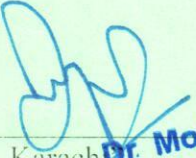
- 17.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond 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.

IN WITNESS WHEREOF, the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
"IBA, Karachi"  
NAME: Dr. Muhammad Asad Ilyas  
Designation: Registrar  
Former Chairman Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

CNIC # \_\_\_\_\_

Address:  
Registrar, Institute of Business  
Administration Main Campus  
University Road, Karachi.

Witnesses:

1.   
"IBA"

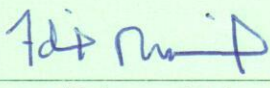
NAME: Syed Fahad Jawed

CNIC # 92201-9125136-3

Address:  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Road, Karachi


Focal Person IBA

Mr. Wajeeh Zaidi

  
Wateen Telecom Ltd  
NAME: Adil Rashid  
Designation: CEO

CNIC # \_\_\_\_\_

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

2.   
M/s Wateen Telecom Ltd

NAME: Kain Khan

CNIC # 54400-7954633-3

Address: Suit-#603 Pusa tower  
main shahra-e-faisal  
Karachi

740538



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohra Mehrooz

CNIC/LEG No. 4494

Vide D.S.R. No. 01 Dt. 4-12-2020

On behalf of Challan No. 36 Dt. 4-12-2020

for the purpose of SD

Entry No. 01 Dt. 4-12-2020

(RUPEES TWO THOUSAND ONLY)

04 DEC 2020

*R. Raza Khan*

*walid Feteer*

A834856



**SAJAD ULLAH STAMP VENDOR**

Shop No. 02, Syed Village Malir Karachi

Lic. No. 187

S. NO: 019342

07 DEC 2020

DATE

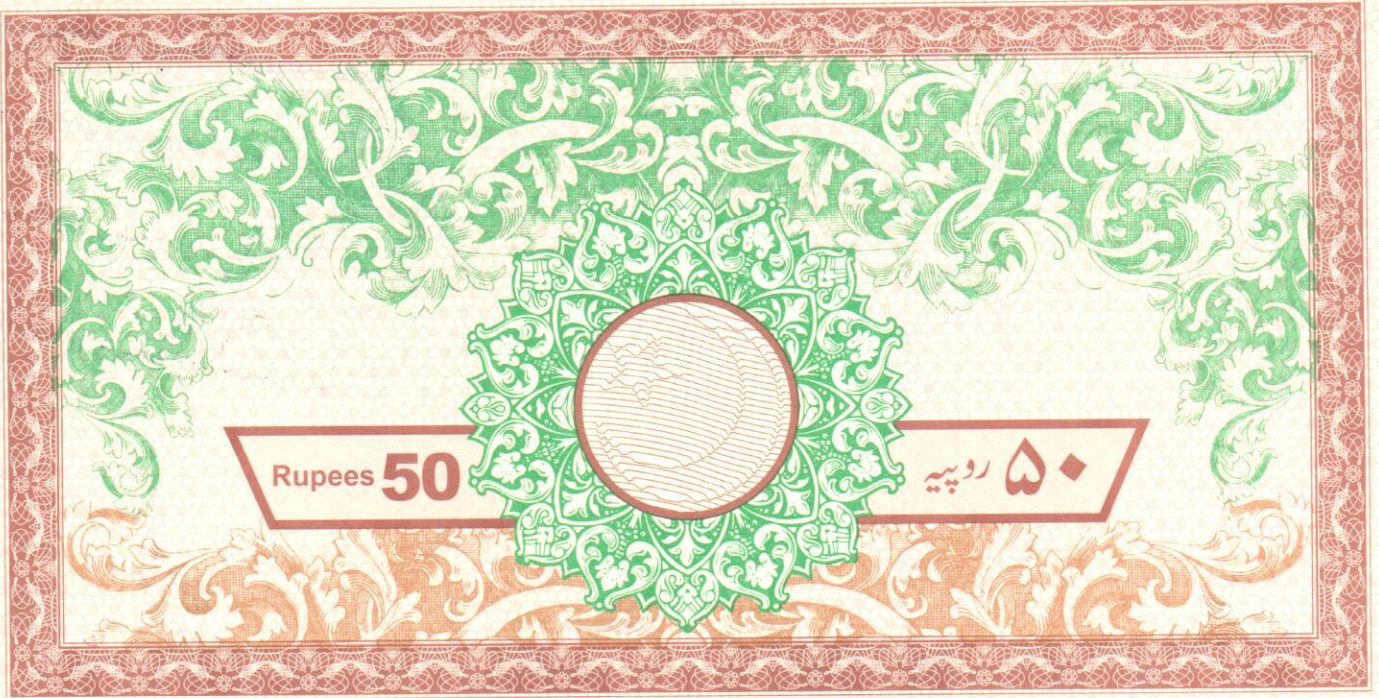
Syed Aftab Ali Shah  
Advocate

ISSUED TO WITH ADDRESS  
THROUGH WITH ADDRESS  
PURPOSE  
VENDOR'S SIGNATURE  
Not Responsible Any False Document

(RUPEES FIVE HUNDRED ONLY)

wakeen Taleen

Q608637



**MUKHTAR ALI STAMP VENDOR**  
Licence # 22, Shop # 60, Opp. Site Market  
Opp. NADRA Office, S.I.T.E., Karachi.

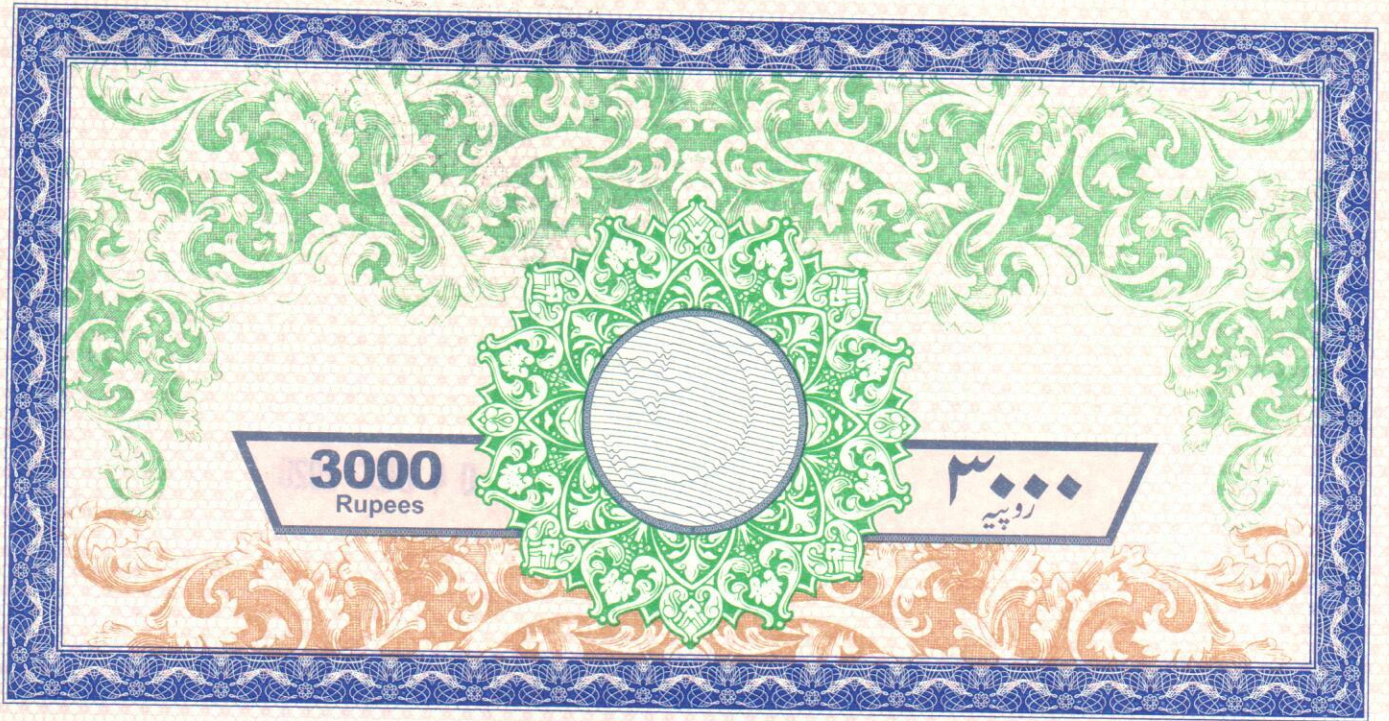
02 DEC 2020

RUPEES FIFTY ONLY

S.No. .... DATE .....  
ISSUED WITH ADDRESS ..... **TAHA SIDDIQUI** .....  
THROUGH ..... **ADVOCATE** .....  
PURPOSE ..... **LC/Khi** .....  
VALUE RS ..... (ATTACHED) .....  
STAMP VENDOR'S SIGNATURE .....  
This Stamp paper is not valid for Divorce and other legal purpose

*Waher Rekan*

373522



3000  
Rupees

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روپیہ

STAMP OFFICE CITY COURT, KARACHI

(RUPEES THREE THOUSAND ONLY)

Issued to Rahim Khan  
 CNIC/LEG No. 491  
 vide D.S.R. No. 1 Dt. 4.12.2020  
 In behalf of Challan No. 36 Dt. 4.12.2020  
 for the purpose of ED  
 Entry No. 1 Dt. 4.12.2020

04 DEC 2020

*[Handwritten signature]*

*Wafar Telecom*