

SERVICE LEVEL  
AGREEMENT

FOR

WAN CONNECTIVITY

BETWEEN

Service Provider

AND

SECP

**THIS SERVICE LEVEL AGREEMENT (“Agreement”)** is made in Lahore on this \_\_\_\_ day of, \_\_\_\_\_ 2021 (the “**Effective Date**”) by and between;

**Service Provider**, a company incorporated under the laws of Pakistan, having its registered office at address\_of\_the\_service\_provider (hereinafter referred to as “**Service Provider**”), which expression includes, where the context so requires, Service Provider’s affiliates and its associated companies) of the **FIRST PART**,

AND

**Securities and Exchange Commission of Pakistan (SECP)**, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NICL Building, 63-E, Jinnah Avenue, Islamabad, Pakistan (hereinafter referred to as “**Commission**” or “**Customer**” which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the **SECOND PART**.

The expressions **Service Provider** and **Customer** shall individually be referred to as a “**Party**” and collectively as the “**Parties**”, and where the context so requires, shall be deemed to include their respective successors-in-interest, administrators and permitted assigns.

RECITALS:

WHEREAS

- A. Service Provider is engaged in the business of providing various telecommunication and data services, including, but not limited to, co-location services, optic fiber services, long distance and international services, local loop services, terrestrial and wireless services and has developed high quality services in this regard.
- B. The Customer desires to obtain the Services as defined below (detailed in the Scope of Services i.e. **Annexure-A** attached hereto) from Service Provider on an ongoing basis.
- C. Service Provider has agreed to provide, and Customer has agreed to obtain the Services under the terms and subject to conditions laid out in this Agreement.

.  
.

**NOW THEREFORE**, in consideration of the terms, mutual promises and covenants contained herein and for good and valuable consideration, the Parties agree as follows:

**1. Definitions**

In this Agreement, the words and expressions listed below shall have the meaning ascribed to them unless the context clearly requires otherwise:

**“Agreement”** means this Agreement and any of its attached Annexure(s) and the amendments that might be made in writing from time to time upon mutual consent of the Parties;

**“Effective Date”** means the date on which the Parties sign and execute this Agreement, or if each Party signs on a different date, the date on which the last of the two Parties signs this Agreement;

**“Force Majeure”** means an event as described in Section 8 of this Agreement;

**“Services”** means the services described in detail in **Annexure-A** attached hereto, to be provided by Service Provider to the Customer, in terms of the Agreement.

## **2. Scope of Agreement**

2.1 During the term (**“Term”**) of this Agreement, Service Provider agrees to provide the following Services and the Customer agrees to obtain the following Services on the terms and subject to the conditions as contained in this Agreement:

i. Internet Connectivity services in accordance to the terms and conditions indicated in **Annexure A.**

2.2 Subject to the terms and conditions of the Agreement, Service Provider shall connect and maintain the Access of the Network to the Sites and will endeavor to make the Services available to the Customer throughout the Term of the Agreement.

2.3 This Agreement covers full time (24 hours per day, seven days per week, and 365 days of each year during the Term) provisioning of Services, unless otherwise stated in this Agreement or agreed between the Parties.

2.4 Any change in the Scope of Services may result in a change in Service Charges. Such changes in the Scope of Services and Service Charges shall be incorporated into this Agreement through an amendment and subject to mutual written consent of both Parties.

## **3. Term**

3.1 This Agreement shall be valid for a term of three (03) years (the **“Term”**) from the Effective Date i.e. **July, 01<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2024**. The Term of this Agreement may be extended and/or renewed if required, upon prior mutual written consent of the Parties and subject to settlement of the relevant terms and conditions of this Agreement.

3.2 This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- a) This Agreement
- b) Annexures:

Annexure A	Scope Of Services
Annexure B	Monthly Recurring Charges

#### **4. Payment Terms**

4.1 The payment terms of this Agreement are attached herewith in **Annexure-B.**

4.2 If the prices with respect to the Service are quoted in US Dollars, all the payments in this respect shall be made in equivalent Pak Rupees at the mid-market exchange rate (i.e. the average of the buying / selling rate) prevalent as of the date of payment on a quarterly basis in advance.

4.3 **Payment Mode:** The Customer will render the payments through crossed cheque in the favour of M/s Service Provider

4.4 An invoice shall be deemed to have been accepted by the Customer if any amount therein is not disputed within 60 days from the invoice date.

#### **5. Amendment**

No amendment or other variation of the Agreement shall be effective unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized officer of each Party hereto, and no other form of amendment shall have any effect. Any future mutually agreed amendments shall form an integral part of this Agreement.

#### **6. Assignment**

This Agreement may not be assigned by either Party other than by mutual consent between the Parties in writing.

#### **7. Termination of Agreement**

7.1 The Customer may terminate this Agreement by giving thirty (30) days prior written notice upon the occurrence of a material breach. If any payment remains unpaid for a period exceeding sixty (60) days from its due date, Service Provider shall have the right to suspend the Services, till such time when the entire outstanding payment is paid in full by the Customer

7.2 In the event of termination of this Agreement, the Customer shall be obligated to pay for Services rendered by Service Provider, if any, up to and including the date of termination. This amount will be deducted from any advance payment to Service Provider.

7.3 Any outstanding balance shall be paid or refunded within fourteen (14) days of termination.

7.4 Service Provider may terminate this Agreement at any time by serving Hundred and twenty days (120) days written notice.

## **8. Force Majeure**

8.1 Any failure or delay in the performance by either Party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Agreement, shall not be a breach of this Agreement, if such failure or delay results from any Act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstances reasonably beyond the control of the Parties including, but not limited to, meteorological or astronomical disturbances, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, war, civil disorder, epidemics, quarantines, embargoes.

8.2 The Customer recognizes that the Services and/or any part thereof by its very nature may, from time to time, be adversely affected by natural or manmade physical structures/constructions, atmospheric conditions, natural phenomenon and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. 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 addition, 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.

## **9. Dispute Resolution**

9.1 In the event of any disputes arising between the Parties, both Parties shall cooperate to amicably resolve the dispute within thirty (30) days by referring the dispute to the senior management of both Parties.

9.2 In case any dispute cannot be settled amicably or satisfactorily under the clause above, it shall be referred for the joint equitable decision by way of arbitration under the Arbitration Act, 1940 and any applicable rules made there under by two arbitrators, one to be appointed by each Party and in the event of no such equitable decision being available within thirty (30) days of the commencement of the arbitration, to the final decision of the Umpire, to be jointly appointed by the arbitrators before entering upon the reference. Any award made in such arbitration by the arbitrators together or by the Umpire as the case may be, shall be final and binding on the Parties for all purposes whatsoever. The venue for such arbitration shall be Islamabad. Arbitration shall be a prerequisite and a condition precedent to any other action at law. Each Party shall bear its own costs under the Arbitration.

9.3 The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Courts at Islamabad shall have exclusive jurisdiction over the matters and/or disputes pertaining to this Agreement.

## **10. Severability**

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event, the Parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

## **11. Relationship of the Parties**

Service Provider and the Customer shall be deemed to have the status of independent entities and nothing in this Agreement shall be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint ventures and hence neither Party can bind other in any of its representations and commitments made to third party.

## **12. Integration**

This Agreement constitutes the entire understanding between the Parties and supersedes all communications, negotiations and arrangements (whether written or oral) of the Parties made prior to the date of this Agreement.

## **13. Confidentiality:**

The Parties may share/exchange information, from time to time, some of which may be deemed proprietary and/or confidential, as reasonably necessary for each to perform its obligations under this Agreement. All such information provided by either Party to the other, pursuant to this Agreement, whether oral or written, which is identified as confidential and/or proprietary, will be deemed Confidential and/or Proprietary Information. Such information may not be disclosed to any third party or entity without the prior written consent of the Disclosing Party.

## **14. Beneficiary**

The provisions of this Agreement are for the benefit of only the Customer and Service Provider and no third party may seek to enforce or benefit from the provisions of this Agreement.

## **15. Waiver**

Either Party may specifically waive any breach of this Agreement by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Agreement, in which event the breaching Party shall comply as directed from such time forward.

## **16. Notices**

16.1 All notices and other communications in connection with this Agreement shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party pursuant to this section.

16.2 All notices and other communications from either Party to the other, except as otherwise stated in this Agreement, shall be in English, in writing and, shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

**SERVICE PROVIDER**

**SECP**

Address\_of\_the\_server\_provider, \_\_\_\_\_,

Fax: \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Attn: \_\_\_\_\_

**17. Headings**

The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**18. Counterparts**

This Agreement shall be executed in two counterparts, each of which shall be deemed as original, and all such counterparts together shall constitute but one and the same instrument.

**Annexure A**  
**Scope of Services To The Service Level Agreement (SLA)**

Service level Agreement has to be finalized prior to the issuance of Purchase Order.

**1. Scope**

1.1 This agreement shall be Operational Support Services (OSS) to be provided to the Customer by the ISP

1.2 Service Provider Shall provide OSS inclusive of:

- 1.2.1 Incident reporting and ticket service available 24 x 7 x 365
- 1.2.2 Helpdesk support service available 24 x 7 x 365
- 1.2.3 On-call and on-site support services available as per agreed terms
- 1.2.4 Testing Requests: Any testing request about Service Provider services by the customer in order to verify parameters of the customer end network
- 1.2.5 Request for support: Any additional request for support (e.g. configuration changes) that is not covered under this operation and support
- 1.2.6 Service upgradation and / or degradation

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/layer 3 data VPN links
- 1.3.2 Internet Services
  - 1.3.2.1 Connectivity between customer edge device and Service Provider's upstream service provider for accessing the Internet

1.4 Connectivity service covers VPN and Internet services on the following platform:

- 1.4.1 OFC network (FTTx, GPON, Ethernet) (ring fiber wherever required)
- 1.4.2 Point-to-Point Wireless Bridges

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 Service Provider Network Operations Center (NOC)



## 2. Services

### 2.1 Incident Reporting and Ticketing

- 2.1.1 The Customer shall record the incident at Service Provider NOC 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 Service Provider NOC shall be [ISP-UAN] or through an email address specified by the provider.
- 2.1.3 Service Provider 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 Service Provider, regarding that specific incident.

### 2.2 Enterprise NOC Support

- 2.2.1 Service Provider 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 Service Provider Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated Service Provider field engineering support team with respect to the type of problem.
- 2.2.3 In case the problem requires Field Engineering (FE) Support, the designated Service Provider FE shall subsequently contact the Customer with the reference TT. Service Provider 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 Service Provider FE shall visit the designated Customer site.
- 2.3.2 On-site support call shall be provided by Service Provider as follows:
  - 2.3.2.1 Within 01 hours; in cities where Service Provider has permanently stationed FE(s).
  - 2.3.2.2 Within 08 hours; where Service Provider 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 Service Provider office.
  - 2.3.2.3 Within 12 hours: Where Service Provider FE is not permanently stationed and the customer site is reachable by road and/or by rail from the nearest Service Provider office.
- 2.3.3 In the event that an IRC remains unresolved beyond 02 hours where FE is permanently stationed, the Customer shall have the privilege to escalate the IRC to higher level at ISP as defined in Escalation Matrix.
- 2.3.4 In the event that an IRC remains unresolved beyond 12 hours where FE is not permanently stationed, the Customer shall have the privilege to escalate the IRC to higher level at ISP as defined in Escalation Matrix.

### **3. Initial Troubleshooting Steps**

Service Provider is striving to enhance and maintain the quality of service. One of our primary goals 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 the 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 the 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 = 100/1000 Mbps (depending on interface)
    - iii. Duplex = Full
3. In order to narrow down the 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 – ISP 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. Site Coverage**

- 5.1 Service Provider shall provide the maintenance support services for the link installed at sites Islamabad, Karachi, Lahore, Peshawar, Multan, Faisalabad, Sukkur and Quetta in Pakistan.

## 5. NOC Service Desk

Service Provider has the 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	[ISP-UAN]
Email ID	<a href="mailto:email@address.com">email@address.com</a>

### 6.1 How to open Trouble Ticket

- 6.1.1 If the issue is not resolved by the above troubleshooting steps (defined in clause No. 3) then, the Customer shall contact Service Provider by dialing the UAN or email at given address.
- 6.1.2 Service Provider shall provide Customer with a Hotline number for logging complaints regarding critical issues.
- 6.1.3 On filing/logging the complaint, the NOC will issue TT to Customer.
- 6.1.4 Customer must save the number for future correspondence with reference to this particular issue.
- 6.1.5 Nature of issue along with below information to be shared by the Customer for logging / registering complaint.

Site Address	Last Mile Media	VLAN/IP	POC Available at Site along with Voice Contact	POC Available in Head Office / NOC along with voice contact

### 6.2 Hours of Coverage

- 6.2.1 Service Provider service engineer shall be available on-call 24 x 7 x 365.

### 6.3 Service Provider Engineers Permanently Stationed

- 6.3.1 To provide On-site support services, Service Provider Field Engineers (FEs) are permanently stationed in the cities of:
  - 6.3.1.1 Lahore
  - 6.3.1.2 Karachi
  - 6.3.1.3 Islamabad
  - 6.3.1.4 Peshawar
  - 6.3.1.5 Faisalabad
  - 6.3.1.6 Multan
  - 6.3.1.7 Sukkur
  - 6.3.1.8 Quetta

#### 6.4 Escalation Procedure

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

6.4.1.1 For aggregation/ Critical site (Severity – 1) 10 minutes

6.4.1.2 Non-aggregation site (Severity – 2) 15 minutes

#### 6.5 Problem Escalation Matrix

In case proper updates are not provided by ENOC or KPI for restoration of services lapsed / delayed, issue may be escalated to next levels as per guidelines below:

Escalation levels	Name & Contact Detail	Escalation Time				Email address
		(Non-Aggregation Site)	(Aggregation 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	
Level 1						
Level 2						
Level 3						
Level 4						

### 6. 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.

#### 7.1 Bandwidth Availability

7.1.1 Service Provider shall render bandwidth availability of **99.99%** for each designated Customer site.

#### 7.2 Network Availability

7.2.1 Service Provider shall render network availability of **99.5 %** for each designated Customer site.

7.2.2 The ring fiber means each redundant link will serve from different hub site located in that area. Performance acceptance tests will be performed after site completion by SECP team with Service Provider. Each leg of the ring fiber must explicitly reach to the respective data center/ office location.

#### 7.3 General

7.3.1 The measurement of availability of services shall become effective when the last link is deployed by M/s. Service Provider for the Customer and

project implementation is signed-off, hereinafter to be referred to as the commencement date for the SLA

- 7.3.2 SLA measurement shall be conducted every quarter to assess the performance of service as per the penalty clause for failure to conform to the SLA.
- 7.3.3 In the interim period, i.e. from the date of deployment of the first link until the deployment of the last link, Service Provider shall perform Bandwidth Availability and Network Availability measurement for the Customer.
- 7.3.4 After the commencement date of SLA, in the event that Service Provider fails to conform to the SLA in a specific month, the Customer has the authority to invoke the penalty clause and deduct the amount on quarterly basis.
- 7.3.5 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.
- 7.3.6 Any impact of Service Provider services caused due to reason stated herein below shall be beyond the scope of this SLA:
  - 7.3.6.1 Customer equipment/software faulty
  - 7.3.6.2 Actions undertaken by Customer personnel in contravention to recommendations by Service Provider
  - 7.3.6.3 Failure on part of the customer to allow Service Provider personnel access to the Customer Site or Equipment or Services area required to render by Service Provider
  - 7.3.6.4 Reason of Force Majeure

## **7. Penalties under SLA**

The penalties under the SLA for network availability are classified herewith. In the event of a failure to render the services in conformance to the SLA as defined below, Service Provider shall be liable to refund amounts by adjusting the amounts against its quarterly invoices as follows:

### **Failure to conform to network availability:**

**(Quarterly Service Charge of the Bandwidth for designated SECP site) Multiplied by (No. of hours of non-availability of network during a quarter) Divided by (No. of hours of committed network availability during the quarterly period) x 4.**

OR

**10% of the total quarterly payment for all WAN links, whichever is less**

## **8. Deployment / Implementation Services:**

### **Strict Requirements:**

- Service Provider shall provide entire Fiber based connectivity to SECP

- Service Provider shall provide Ethernet based end point with a full duplex connection to SECP
- Service Provider shall provide MPLS based solution to SECP
- The network design should follow Full Mesh Topology
- Service Provider shall provide ring fiber connectivity at respective data centers including Head Office, CRO-Karachi, CRO-Lahore, CRO-Islamabad, NADRA office, 1Link (Primary Site) and Pakistan Stock Exchange (PSX Primary Site)
- Service Provider shall configure a P2P redundant radio link (last mile backup of ring fiber) for aggregated Data and Internet connectivity in addition to the ring fiber for SECP Head Office (Islamabad) and DR Site Lahore
- Service Provider shall provide public IP pool of 30 useable IP's to the SECP
- Service Provider shall provide 04x public IP's duly white listed from PTA for the SECP's video conferencing needs
- **Onsite Installation:** Service Provider shall be responsible for onsite installation. Cost of installation and migration must be included in total cost of the solution
- **DR Drill:** SECP conducts DR drill twice a year and during this exercise, shifting of all the WAN links and Internet connectivity from primary to DR site will be provided free of cost by Service Provider.
- Service Provider shall not make any changes in its network configuration/ network devices for all SECP WAN links, without 02-days prior intimation to SECP

**Annexure – “B”**

Monthly Recurring Charges with bandwidth details:

S#	Description	Bandwidth	Monthly Charges (PKR)
1.	Head Office Internet	300Mbps	
2.	Head Office-DRC Lahore (Replication link)	200Mbps	
3.	Head Office-CRO Lahore	15Mbps	
4.	Head Office-CRO Karachi	20Mbps	
5.	Head Office-CRO Peshawar	06Mbps	
6.	Head Office-CRO Multan	06Mbps	
7.	Head Office-CRO Quetta	06Mbps	
8.	Head Office-CRO Faisalabad	06Mbps	
9.	Head Office-CRO Islamabad	15Mbps	
10.	Head Office-CRO Sukkur	04Mbps	
11.	Head Office-NADRA Head Office	02Mbps	
12.	Head Office-Pakistan Stock Exchange (PSX) Primary Site	06Mbps	
13.	Head Office-Pakistan Stock Exchange (PSX) DR Site	02Mbps	
14.	DR Site-Pakistan Stock Exchange (PSX) DR Site	02Mbps	
16.	Head Office-1Link Primary Site	02Mbps	
16.	DR Site-1Link DR Site	02Mbps	
Total			

*Terms and conditions may change at the time of signing off by both parties with mutual agreement*