

Agreement for Maintenance and Support Services for the IBM Guardium Solution deployed at SECP

SERVICE LEVEL AGREEMENT

This Service Level Agreement is made at Islamabad, on _____ 2024 (“Effective Date”) by and between:

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the **Securities and Exchange Commission of Pakistan Act, 1997** with its head office located at NICL Building, 63 –Jinnah Avenue Islamabad, Pakistan, (hereinafter referred to as “**SECP**” which expression shall, wherever the context so permits, mean and include its successors-in-interest, nominees, legal representatives, and permitted assigns) of the **ONE PART**;

AND

SUCCESSFULL BIDDER, a, (hereinafter referred to as “-----” which expression shall, wherever the context so permits, mean and include its successors-in-interest, nominees, legal representatives, and permitted assigns) of the **OTHER PART**.

SECP and SUCCESSFULL BIDDER may hereinafter collectively be referred to as the “**Parties**” and singly as “**Party**”.

RECITALS

WHEREAS:

- A.** SECP requires services for maintenance and support services for the IBM Guardium Solution deployed at SECP (defined in Annexure A);
- B.** SUCCESSFULL BIDDER represented that it has the requisite resources, necessary infrastructure, approvals, and skills to provide the Services to SECP as detailed herein; and
- C.** Based on the representation of SUCCESSFULL BIDDER, SECP has agreed to avail the Services from SUCCESSFULL BIDDER on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires:

1.1.1. References to Clauses and Appendices are made to those of this Agreement;

1.1.2. Words importing one gender include the other gender;

- 1.1.3. References to persons include bodies corporate, firms, and unincorporated associations;
- 1.1.4. The singular includes the plural and *vice versa*;
- 1.1.5. References to all or any part of any statute or statutory instrument include any statutory amendment, modification, or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;
- 1.1.6. The recitals to this Agreement shall form an integral part hereof;
- 1.1.7. The headings in this Agreement are for the purpose of reference only and shall be ignored in the interpretation of this Agreement; and
- 1.1.8. The following documents shall form and be read as an integral part of this Agreement:

ANNEXURE – A: Services/ Obligations

ANNEXURE – B: Payment Schedule

ANNEXURE – C: Escalation Matrix

- 1.2. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

- 1.2.1. **“Agreement”** shall mean this agreement duly executed by the Parties, together with any other document(s) or Annexure(s) forming part of this agreement by mutual written consent of the Parties.
- 1.2.2. **“Confidential Information”** means all proprietary and confidential information or Personal Data of the parties and those of their customers, clients or suppliers whether commercial, financial, technical, or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential, and which the Parties desire to protect against unrestricted disclosure.
- 1.2.3. Any information provided by SECP to execute the project or identified by either party during the project shall be treated as secret and confidential and SUCCESSFULL BIDDER shall be bound to not to disclose any such information at any time in future.
- 1.2.4. **“Force Majeure Event”** is defined in Clause 8.
- 1.2.5. **“Charges”** shall mean the charges payable by SECP to SUCCESSFULL BIDDER in consideration of the Services as specified in **ANNEXURE “A”**.
- 1.2.6. **“Payment Schedule”** means the aggregate charges for the Services calculated in accordance and set out in **ANNEXURE “B”**.
- 1.2.7. **“Services”** means the services to be provided by SUCCESSFULL BIDDER to SECP under this Agreement as set out in detail under **ANNEXURE “A”**.

- 1.2.8. **“Service Levels”** means the levels of service to be delivered by SUCCESSFULL BIDDER.
- 1.2.9. **“Holidays”** means any day recognized locally as a public holiday.
- 1.2.10. **“Business Hours”** 08:00 AM – 05:30 PM (Pakistan Time).
- 1.2.11. **“Business Days”** Monday to Saturday except public holidays announced by the federal government of Pakistan.

2. TERM AND TERMINATION

- 2.1 This Agreement shall be deemed to be effective from the <starting date>, and shall remain in force and effect until <ending date>, unless terminated earlier by either Party in terms of Clause 2.2 below.
- 2.2 This Agreement may be terminated by either Party by giving fifteen **(15)** days prior written notice to the other Party. However, SECP may forthwith terminate this Agreement with / without assigning any reason(s) or / and upon the occurrence of any one of the following events, without prejudice to any of its rights under this Agreement or any applicable laws:
- 2.2.1 Any petition being presented or a resolution being passed for liquidation (whether compulsory or voluntary, not being merely a voluntary liquidation, for the purposes of amalgamation or reconstruction) or insolvency or appointment of receiver of the assets or undertaking or any part thereof of SUCCESSFULL BIDDER; or
- 2.2.2 SUCCESSFULL BIDDER suspends its business or loses the right to undertake the Services business; or
- 2.2.3 SUCCESSFULL BIDDER engages in any conduct prejudicial to the image and goodwill of SECP;
- 2.2.4 SUCCESSFULL BIDDER is found to be in violation of the non-disclosure agreement executed between the Parties on ___ day of __X__, XXXX__;
- 2.2.5 SUCCESSFULL BIDDER fails to deliver the services under this Agreement effectively.
- 2.3 In the event of any material breach by either Party of its obligations hereunder, the breaching Party shall have fifteen (15) days from receipt of notice from the non-breaching Party to rectify the breach after which time this Agreement shall stand terminated, and the Party affected by the breach shall have a right to claim damages in terms of Clause 7.
- 2.4 Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement and accrued prior to the date of termination notice served by either Party. However, all rights and obligations of the confidentiality clause accruing prior to the date of termination shall continue to subsist.
- 2.5 Further in case of termination with or without cause, SECP shall make payment to SUCCESSFULL BIDDER as per payment milestone mentioned in **ANNEXURE “B”**, and in case the milestone is not clearly met by SUCCESSFULL BIDDER then, SECP will make payment

to SUCCESSFULL BIDDER for services rendered to SECP on pro-rata basis until date of termination.

3. SERVICES / OBLIGATIONS OF SUCCESSFULL BIDDER

SUCCESSFULL BIDDER shall provide the Services as set out under **ANNEXURE “A”**.

4. OBLIGATION OF SECP:

4.1 SECP will release full payment of order in accordance with below criteria:

4.1.1 SUCCESSFULL BIDDER shall raise quarterly invoices for the support services as mentioned in **ANNEXURE “B”**. From the date of receiving invoice, SECP shall have 30 days to make a payment, failing which shall lead to non-availability of services from SUCCESSFULL BIDDER.

5. PAYMENT TERMS

5.1 In consideration of the covenants and agreements to be kept and performed by SUCCESSFULL BIDDER and for the faithful performance of this Agreement, SECP shall pay and SUCCESSFULL BIDDER shall receive and accept (as full and final compensation for the Services furnished by SUCCESSFULL BIDDER under this Agreement) the payments as per **ANNEXURE “B”** attached hereto.

5.2 It is expressly agreed between the Parties that the payment to be made by SECP to SUCCESSFULL BIDDER for the Services rendered shall be fixed price during the entire duration of this Agreement without any revisions or negotiations in the price during the tenure of this Agreement.

5.3 All or any payment(s) to be made by SECP to SUCCESSFULL BIDDER shall be made subject to deduction of applicable taxes and levies.

5.4 The payments to be made to SUCCESSFULL BIDDER in terms of this Clause 4 shall constitute the entire remuneration to SUCCESSFULL BIDDER in connection with the Services provided under this Agreement, and neither SUCCESSFULL BIDDER 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.

5.5 In case any invoice is disputed by the SECP. The amount in dispute shall be settled by mutual consultation between the Parties and payment terms will be applied after resolution of dispute.

6. CONFIDENTIALITY

6.1 Any / All information concerning SECP which is provided to execute the project or identified by either Party during the project to SUCCESSFULL BIDDER and *vice versa* in connection with this Agreement (**“Confidential Information”**), shall be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees, and, without the prior written consent of the other, each shall not:

6.1.1 distribute or disclose any of the Confidential Information in any manner whatsoever; or

6.1.2 permit any third-party access to the Confidential Information; or

- 6.1.3 use the Confidential Information for any purpose other than as agreed in prior writing by the Party providing the information.
- 6.2 In the event that the either Party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a Court of competent jurisdiction or by a government body, such Party agrees to promptly notify the other Party of the existence, terms, and circumstances surrounding such a report prior to disclosing any such information, so that the either Party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the Party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:
- 6.2.1 even if it has become generally available to the public through no fault or action of the receiving Party; or
- 6.2.2 is in the possession of the receiving Party prior to the date hereof, provided that such information is not known by the receiving Party to be subject to another non-disclosing agreement and further provided that such information was obtained independently and without the assistance of the sending Party; or
- 6.2.3 is or becomes available to the receiving Party on a non-confidential basis from any third party, the disclosure of which to the receiving Party does not violate any contractual, legal or fiduciary obligation such third party has to the sending Party.
- 6.3 Without limiting the generality of the foregoing, neither Party will publicly disclose the existence of or the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing Party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing Party, save for when destruction of such information would result in an impediment in the receiving Party's performance of this Agreement. In such an event, the receiving Party shall promptly inform the disclosing Party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and shall survive the termination of this Agreement.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 In the event of any breach by SUCCESSFULL BIDDER of its obligations, warranties and / or responsibilities under this Agreement, SUCCESSFULL BIDDER shall hold SECP, its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liabilities, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon SECP or its subsidiaries, affiliates, officers, directors, employees and representatives.

- 7.2 SUCCESSFULL BIDDER shall maintain the highest professional code of conduct in its dealings. SUCCESSFULL BIDDER, its partners, employees, contractual staff etc. shall be responsible for any loss, delay, or inconvenience caused to SECP by an act, omission, or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to SECP under this Agreement or any other applicable laws.
- 7.3 Without prejudice to the generality of the other provisions hereof, SECP shall not be liable or responsible in any manner whatsoever in the event of any personal injury, including death caused to, due to the provision of SUCCESSFULL BIDDER's Services or for losses, claims, damages whatsoever or howsoever caused, legal proceedings (if any), arising directly or indirectly in connection with the Services. Notwithstanding the generality of the above, SECP expressly excludes liability for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

8. FORCE MAJEURE

- 8.1 Parties shall not be liable nor responsible for any non-performance of any obligation or losses arising out of any delay in or interruption of the performance of its obligations under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including but not limited to, acts of God, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, civil commotion, insurrection, (including without limitation, any strike or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause ("**Force Majeure Event**").
- 8.2 Upon the happening of a Force Majeure Event which continues for more than fourteen (14) days, SECP may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure Event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure Event.

In the event that the Services or any part thereof is suspended on account of any Force Majeure Event, no fee shall be payable pursuant to this Agreement for the Services or any part thereof throughout the duration of such event but SECP shall continue to pay in accordance with Clause 4 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension.

9. MEDIATION / ARBITRATION / DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.
- 9.2 If at any time, any differences or disputes arise between the Parties which cannot be resolved by informal negotiation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of dispute, specifying the nature and extent of the disputed points at issue, and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation.
- 9.3 If the Parties are unable to resolve the matters in dispute within a period of fifteen (15) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be finally settled through arbitration by a sole Arbitrator mutually appointed by the Parties,

or appointed by the Court in case of dispute as to the appointment of Arbitrator who shall act under the provisions of the Arbitration Act 1940. The arbitration shall be in accordance with Pakistani laws and place will be Islamabad, Pakistan and the language of the proceeding shall be English

10. SEVERABILITY

- 10.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

11. THIRD PARTY RIGHTS

- 11.1 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

12. NOTICES

- 12.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing and served to a Party at its address as specified in this Clause 12 (or any other address it has notified to the other Party in accordance with this Clause 12) as follows: by hand; by registered post; or by other electronic method of communication agreed in writing from time to time between the Parties.

- 12.2 Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 3.00pm in working days in the time zone of receipt but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

- 12.3 Notices to SUCCESSFULL BIDDER will be sent to:

Attention:

Address:

Fax:

Notices to SECP will be sent to:

Attention:

Address: 63 NIC Building, Blue Area, Jinnah Avenue Islamabad

Fax:

AMENDMENTS

- 12.4 This Agreement may only be amended / modified in prior writing and signed by both Parties.

13. SUCCESSFULL BIDDER UNDERTAKINGS

13.1 SUCCESSFULL BIDDER agrees and undertakes that,

- 13.1.1 It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. SUCCESSFULL BIDDER shall be solely responsible for the means, methods, techniques, sequences, and procedures used, and to see that the Services, when completed or finished complies accurately with the terms of this Agreement;
- 13.1.2 It shall exercise all reasonable skill, care, and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, SUCCESSFULL BIDDER has a discretion exercisable as between SECP and any third party concerned, SUCCESSFULL BIDDER shall exercise its discretion fairly;
- 13.1.3 It shall in all professional matters act as a faithful adviser to SECP;
- 13.1.4 It shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- 13.1.5 It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. SECP shall not be responsible for monitoring SUCCESSFULL BIDDER' compliance with any laws or regulations;
- 13.1.6 The Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- 13.1.7 It will employ such number of persons as may be required for carrying out and discharging obligations, duties, and responsibilities, and for providing adequate, effective, and efficient Services. All such persons shall be directly employed by SUCCESSFULL BIDDER, who shall as employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries, and other benefits; and
- 13.1.8 SUCCESSFULL BIDDER and its employees shall respect the laws and customs of Pakistan.

14. WARRANTIES AND REPRESENTATIONS

- 14.1 Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- 14.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with:
 - 14.2.1 its constitutional documentation;
 - 14.2.2 any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound;
 - 14.2.3 any material statute, law, decree, regulation, or order of any governmental authority; or

- 14.2.4 any arrangement whereby it has not paid any collateral amounts to the other Party or any of its officer with regard to the award of contract hereunder or its performance.
- 14.3 SUCCESSFULL BIDDER will use all reasonable care, skill and diligence in carrying out their obligations, duties, and responsibilities under this Agreement.
- 14.4 Any and all intellectual property rights (legal and beneficial) accruing and attributable to a Party during the course of performance of its respective obligations under this Agreement shall vest in and with that Party.
- 14.5 Each Party represents and warrants to the other Party that there are no material actions, legal or administrative which adversely affects its ability to execute and perform its obligations under this Agreement.
- 14.6 SUCCESSFULL BIDDER acknowledges that SECP has entered into this Agreement on the basis of the representations and undertakings made by SUCCESSFULL BIDDER throughout this Agreement.

15. USE OF NAMES, LOGOS AND REPORTS

- 15.1 Unless otherwise required by this Agreement, none of the Parties shall use or disclose to third parties the names, logos, or reports of each other without the prior written consent of the concerned Party.

16. INTELLECTUAL PROPERTY

- 16.1 SUCCESSFULL BIDDER agrees it shall not use any of SECP's names, logos, trademarks, trade secrets, copyrights, patents, designs, and other intellectual property rights without the prior express written consent of SECP.
- 16.2 Without prejudice to the other provisions of this Agreement, any infringement of intellectual property rights by SUCCESSFULL BIDDER in respect of any such items shall be deemed to be a material breach of a condition of this Agreement, and shall entitle SECP to terminate this Agreement forthwith upon prior written notice to SUCCESSFULL BIDDER.

17. DAMAGE TO PERSONS AND PROPERTY

- 17.1 SUCCESSFULL BIDDER shall indemnify, defend, and hold harmless SECP, all personnel in the service of SECP, and its directors and shareholders against all losses, expenses, liabilities, and claims for any injuries suffered by any SUCCESSFULL BIDDER employee at the SECP premises or personal injury including death of any SUCCESSFULL BIDDER employee, or damage to any SECP property whatsoever, which may arise out of or in consequence of the operation of the Services, as well as against all claims, demands, costs, charges, and expenses, whatsoever in respect of or in relation thereto.
- 17.2 SECP or any personnel in the service of SECP and its directors and shareholders shall not be liable for or in respect of any damages or compensation whatsoever payable at law or otherwise in respect of or in consequence of any accident or personal injury including death of any workmen or other person in the employment of SUCCESSFULL BIDDER.
- 17.3 Notwithstanding anything contrary to the aforesaid provisions, if the designated personnel of SUCCESSFULL BIDDER are unable to provide the Services to SECP for more than three (03) consecutive days for any reason whatsoever, SUCCESSFULL BIDDER will have to immediately depute other designated personnel with same expertise and knowledge to provide such Services to

SECP and such designated personnel shall continue providing such Services on the terms and conditions mentioned in this Agreement.

18. COMPLIANCE WITH LAWS

- 18.1 SUCCESSFULL BIDDER shall comply with all applicable laws, ordinances, regulations, and codes concerning SUCCESSFULL BIDDER's obligations as an employer with regard to the health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

19. PROHIBITION/RESTRICTION TO SUBCONTRACTING:

- 19.1 Neither the Agreement, nor any of the rights and obligations under it may be sub-contracted or assigned for any reason whatsoever.

20. PENALTY CLAUSE:

- 20.1 SUCCESSFULL BIDDER will be responsible to pay SECP 1 % of the project value excluding taxes per week subject to a maximum of 5%, in case any completion period of any activity is delayed for more than one week as indicated in project plan (if applicable).

- 22.2. However, following exceptions applies to penalties clauses mentioned above

22.2.1. Where delay attributes to a situation of Forced Majeure;

22.2.2. Pre-requisites to ensure timely services are not met by SECP; and/or

22.2.3. An exclusive extension granted by SECP or its representative to SUCCESSFULL BIDDER.

21. ESCALATION MATRIX:

- 21.1 Refer to **ANNEXURE C** for detailed escalation matrix.

22. FINANCIAL INTEGRITY

- 22.1 SUCCESSFULL BIDDER hereby undertakes and affirmed on oath against SLA (Service Level Agreement) dated <date> on below mentioned points;

22.1.1 have not been adjudged an insolvent;

22.1.2 There is no execution of decree of any court remains unsatisfied against SUCCESSFULL BIDDER;

22.1.3 not compounded with the creditors;

22.1.4 never been convicted of a financial crime

23. UNAUTHORISED SOLICITATION OF EMPLOYEES

- 23.1 During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a fulltime employee of such Party

24. NON-AGENCY

- 24.1 In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities, and not as partners, agents, or employees of the other Party.

25. TIME IS ESSENCE

- 25.1 TISS understands that time is of the essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to SECP, immediately commencing from the date of signing of this Agreement, and in case timelines not met by SUCCESSFULL BIDDER as quantified by SECP, it shall invoke clause 21 of this agreement.

26. WAIVER

- 26.1 No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party, and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

27. ENTIRE AGREEMENT

- 27.1 These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings, and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.

28. RIGHT TO AUDIT & INSPECTION

- 28.1 Both Parties agree, upon reasonable prior notice, to allow the requesting Party, its auditors and / or regulators (including SUCCESSFULL BIDDER's regulator), to inspect, examine, and audit any operational and business records of the other Party, which are directly relevant to the Services as set forth in this Agreement

29. BUSINESS CONTINUITY MANAGEMENT

- 29.1 The services/scope of engagement outlined in this Agreement is essentially Human Resource dependent. To ensure uninterrupted services, we have teams and offices present across Lahore, Karachi, & Islamabad/Regions so, in case there is any issue with one team/office, immediately the team from other region can take over to ensure uninterpreted services for SECP.
- 29.2 Further, for continuous provision of quality/tailored security experts to cater the evolving requirements and ensure backups, SUCCESSFULL BIDDER continuously onboard, train, and then select/hire security experts throughout the year under its "Trainee Program".

30. RENEWAL

- 30.1 The Agreement is only limited to the activities as mentioned in the **Annexure 'A'**.

IN WITNESS WHEREOF the Parties, acting through their duly authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.

For and on behalf of

**SUCCESSFULL BIDDER
Pakistan**

Name:

Designation:

Date:

Seal:

Witness 1

Witness 2

For and on behalf of

Securities & Exchange Commission of

Name:

Designation:

Date:

Witness 1

XXXXXX

XXXXXX

Witness 2

XXXXXX

XXXXXX

ANNEXURE A

SERVICES / OBLIGATIONS

1. Scope of Work:

Key Features	Standard
Software downloads, updates, and maintenance + Hardware Warranty/Support (PR+DR)	As per concerned principal policy, details mentioned below
Technical support via email	Included
Technical support via phone	Included
Technical support via remote session	Included
Onsite support availability	Included

* Onsite Support Availability Limited to Islamabad/Rawalpindi, Lahore & Karachi

Definitions

“Business Hours” 08:00 AM – 05:30 PM (Pakistan Time) during Business Days only

“Business Days” Monday to Saturday except public holidays announced federal or provincial governments of Pakistan

“Support/Reports Language” English

“After Office Hours Contact” Mentioned below

1.1 Technical Support via Email:

If you have an issue with deploying, managing, or troubleshooting IBM products, our experts are just an email away. Your email would be promptly responded by SUCCESSFULL BIDDER Professionals through our Ticketing System. The support via email would continue till the problem scope is resolved positively and effectively.

1.2 Technical Support via Phone:

If you require a quick resolution to your issue, our experts are ready to help you via phone call. Our Certified Professionals are equipped and skillful enough to resolve your issues through calls. A call registered to our experts and provided support is documented through our Ticketing System, which helps in establishing proper and accurate support level at all times.

1.3 Technical Support via Remote Session:

Want us to remotely access your network and help you with your deployment, management, and troubleshooting. No problem, our experts would readily help you through a remote session. Our Certified Professionals would assist, guide, and train you during the resolution of your support query. In order to keep our support level standards, we would register all remote session support requests on our Ticketing System.

1.4 Per Month Support Cases:

Based on the Support Service Subscription, you can register support cases. The support case is defined as any issue or support request registered with our Experts. Per month support cases include support provided via Email, Phone, Remote Session and onsite visit.

1.5 Principal Support Services Software Downloads, Updates and Maintenance etc.:

For reference please see

IBM: <ftp://ftp.software.ibm.com/software/server/handbook/webhndbk.pdf>

https://www-01.ibm.com/software/passportadvantage/software_subscription_support_ov.html

1.6 Onsite Support Availability:

In case you want the presence of our Certified Professional in your premises, based on your Support Service Subscription, our experts would duly provide support onsite. Our experts would assist and train you along with the resolution of issue, ensuring full knowledge transfer and high support standards. In order to maintain further the effectiveness of support provided, all onsite support requests would be logged, registered and communicated through SUCCESSFULL BIDDER' Ticketing System.

2. **Service Limitations:**

SUCCESSFULL BIDDER would not be liable and would not take responsibility in following possible scenarios, if:

- A. The product in use itself needs a tweak on software level.
 - a. The product renewal is not in place with the principal.
- B. The environment in which the product is being used do not conform the standard norms.
 - a. Using altered or obsolete operating systems, for example.
- C. A well-defined scope and probable resolution are not being followed by the customer.
 - a. Scope creep would not be entertained with existing support case.
 - b. A new support case needs to be registered to accommodate new issues.
- D. Customer does not fully cooperate with the Support Engineer.
 - a. A nominated resource should be with the Support Engineer at all times during the onsite visits and remote sessions.

- E. A problem has been accepted by the principal with resolution pending till new release / patch.

3. Support Procedure:

- 3.1. Customer requests for support on the email: <email@address> or through telephone call.
- 3.2. The support request is registered in SUCCESSFULL BIDDER's helpdesk system and a ticket is generated. All further communication related to the support request is carried out on this ticket. A ticket assigns a unique identifier (a unique number) to each support request.
- 3.3. After successful ticket generation, a ticket email is sent to the customer. The ticket email assures customer that the support request has been registered and guides on how to use the ticket further. Similarly, the ticket is assigned to one of support engineer, who becomes the owner of the ticket.
- 3.4. The support engineer after successfully analyzing and diagnosing the problem communicates the relevant solutions to the customer till the problem is solved and support request is fulfilled. The support is provided through email, telephone or remote sessions.
- 3.5. Once the problem is solved successfully, ticket closing request is sent to the customer along with the feedback form.

After the ticket closing request is accepted by the customer, the ticket is closed successfully.

ANNEXURE B

Payment Schedule

ANNEXURE C

Escalation Matrix

Support Escalation:

S.N	Contact Name	Designation	Contact Email	Level
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

- **Level 3** – Complex Level Support
- **Level 2** – Intermediate Level Support
- **Level 1** – Basic Level Support

Support Response Time:

S. N.	Severity	Response Time
1.	High	02 business hours
2.	Moderate	04 business hours
3.	Low	06 business hours

- **High Severity** means a critical issue which affects business continuity and causes the Product(s) or OS crash, insecure default settings, and security issues and there is no workaround available.
- **Moderate Severity** means a moderate issue which affects product functionality but does not cause data corruption / loss or software crash.
- **Low Severity** means a non-critical issue or feature request which does not affect main product functionality

If support team is not able to resolve the issue within stipulated time lines then following escalation matrix will be applicable.

Note: Attached agreement is a sample agreement and terms and conditions may change at the time of signing off by both parties with mutual agreement.