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**DATA COMMUNICATION  
NETWORK SERVICE AGREEMENT (DCNS)**

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**BETWEEN  
CYBER INTERNET SERVICES (PVT.) LIMITED**

**AND**

**ARIF HABIB LIMITED**

**Effective Date: 15<sup>th</sup> June 2015**

**DATA COMMUNICATION NETWORK SERVICE AGREEMENT  
(DCNS)**

This agreement is made on 15-06, 2015  
BY and BETWEEN

CYBER INTERNET SERVICES (PRIVATE) LIMITED, a private company incorporated under the Companies Ordinance, 1984, having its registered office at A-904, 9<sup>th</sup> Floor, Lakson Square, Building No.3, Sarwar Shaheed Road, Karachi (hereinafter referred to as "Cybernet", which expression shall be deemed to mean and include its successors-in-interest and assigns) as the party of the First Part;

AND

ARIF HABIB LIMITED, a company incorporated under the Companies Ordinance, 1984, having its registered office at Arif Habib Centre I, 23, M.T. Khan Road, Karachi, Pakistan - 74000 (hereinafter referred to as the "Customer", which expression shall be deemed to mean and include its successors-in-interest and assigns) as the party of the Second Part.

(the Customer and Cybernet are hereinafter also referred to collectively as the "Parties" and individually as a "Party").

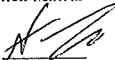
**RECITALS:**

- a) WHEREAS Cybernet has been duly authorized in terms of a license issued by the Pakistan Telecommunication Authority (hereinafter referred to as the "PTA") to offer Data Communication Network Service in Pakistan;
- b) AND WHEREAS the Customer desires to obtain certain services more particularly described in Annexure "A" hereto (the "Services");
- c) AND WHEREAS the Customer is willing to engage Cybernet to provide the Services subject to the terms and conditions set out in this Agreement;
- d) AND WHEREAS Cybernet has agreed to provide the Services to the Customer in accordance with the terms and conditions set out in this Agreement.

**NOW THE AGREEMENT WITNESSETH AS FOLLOWS:**

The following annexures shall be deemed to form, be read and construed as an integral part of this Agreement and shall prevail upon all other documents.

Annexure "A" – Scope of Services  
Annexure "B" – Payment Terms & Conditions  
Annexure "C" – Service Level Principles  
Annexure "D" – Escalation Matrix

Customer's Initial: 

Cybernet's Initial: \_\_\_\_\_

## 1. Definitions

In this Agreement, the following terms shall have the following meanings:

- 1.1. "Act" means the Pakistan Telecommunication (Re-Organization) Act, 1996 or any amendments thereof.
- 1.2. "Agreement" means this agreement along with its annexures.
- 1.3. "Data Communication" means transfer of information based on digital data, exchanged between two computing devices in an agreed format over a Data Communication Network.
- 1.4. "Data Communication Network" means a communication network over which a number of data devices can be inter-connected for exchange of information at varying speeds, formats and protocols.
- 1.5. "Internet Access" means access to a Data Communication Network either through a dedicated synchronous port on Cybernet's router using a specified bandwidth with subnet of IP address associated on this port, to be terminated on Customer's router, using PTCL's Digital Cross Connect (DXX) network or using a Wireless Link provided by Cybernet.
- 1.6. "PTA" means the Pakistan Telecommunication Authority constituted in accordance with provisions of the Act.
- 1.7. "PTCL" means the Pakistan Telecommunication Corporation Limited, a company incorporated under the Companies Ordinance, 1984.
- 1.8. "Service" means the service agreed to be provided by Cybernet to the Customer in terms of Annexure "A" hereof.

## 2. Services

Cybernet hereby agrees that it shall provide the Services to the Customer in accordance with the provisions of this Agreement as explained in Annexure "A" and "C" of this Agreement.

## 3. Payment

In consideration of Cybernet providing services to the Customer, the Customer agrees that it shall make payment to Cybernet in accordance with Annexure "B" of this Agreement.

## 4. Term and Termination

- 4.1. The term of this Agreement shall initially be for a period of One (01) year effective from 15<sup>th</sup> June 2015. The term shall automatically on expiry be deemed to be renewed for similar successive periods unless the Agreement otherwise terminates in accordance with the provisions hereof. In this case, Cybernet shall have the right to revise the prices after the expiry of initial period.
- 4.2. Either party may terminate and discontinue Service serving ninety (90) days written notice period to the other party.
- 4.3. The termination of this Agreement by either Party for any reason whatsoever would not waive Cybernet's right to recover the outstanding amount/charges from the Customer subject to the terms and conditions of this Agreement.
- 4.4. Subject to Clause 4.1, on the completion of the term of the Agreement, the Customer shall within ten (10) days after completion of the term shall intimate in writing to Cybernet to continue the services as mentioned in Annexure "A". The services provided by Cybernet shall not be suspended and the Customer shall not hold any payment with respect to the services provided during the period for the signing of the renewed agreement. All the terms and conditions including payment terms as agreed in the agreement shall be applicable on and adhered to by both the parties during and after signing of the renewed agreement.

## 5. Prohibited Actions

- 5.1. The Customer is hereby specifically prohibited from engaging in any of the following actions while using Cybernet's network:
  - i. any course of action which compromises the performance, security or integrity of any servers or other computers or any other devices or software connected directly or indirectly to the internet outside Customer rights under the Agreement;
  - ii. any material increase in traffic levels for any unlawful purpose like email spamming, Voice Over IP etc which can result in security intrusions on outside networks;
  - iii. any type of tampering or 'invasion' of security system, password protection or encryption of Cybernet or outsiders by Customer;
  - iv. Infringement of any right of other internet users, service providers, content providers and / or any users of Cybernet's systems through Customer computer systems;

Customer's Initial: \_\_\_\_\_

Cybernet's Initial: \_\_\_\_\_

**ANNEXURE "B"**  
**PAYMENT TERMS & CONDITIONS**

1. **Service Charges:**

Services as explained in Annexure "A" are billable per month in advance as follows:

2. **Monthly Recurring Charges (MRC):**

S. No	Item Description	MRC excl. ST @ 19.5%	ST @ 19.5%	MRC Incl. ST @ 19.5%
1	Cyber ION HIS -8Mbps	26,497	5,167	31,663
2	Cyber ION LLC -8Mbps	38,000	7,410	45,410
3	Cyber ION LLC - 2Mbps	15,000	2,925	17,925
4	Router (rental)	3,000	585	3,585
<b>Total Monthly Recurring Charges in Pak Rupees.</b>				<b>98,583</b>

3. **Payment Terms**

- a. Cybernet shall invoice monthly in advance to the Customer not later than the 10<sup>th</sup> day of each period in respect of the periodic recurring charges due for such month/quarter.
- b. The Customer shall clear all the invoices within fifteen (15) days from the date of invoice.
- c. All amounts due and payable hereunder shall be paid by cheque or Customer draft or pay order drawn in the name of "Cyber Internet Services (Pvt.) Ltd." payees account only.
- d. Any amount to be paid in US dollar/other foreign currency will be converted in PKR by applying open market conversion rates prevailing at the time of payment.
- e. In case of late payment, a surcharge calculated at 2% per month of any outstanding but not disputed amounts as enumerated in clause 4 of Annexure "B" shall be added and billed to the Customer in the bill for the next month.
- f. Cybernet represents that it has been exempted from deductions of (tax u/s 159 of Income Tax Ordinance, 2001 read with clause (XV11) of the SRO 586(1)/91 dated 30.06.1991 and section 153 of the Income Tax Ordinance, 2001. Copy of Exemption Certificate shall be furnished upon request.
- g. Any new Government taxes/rates/levies or any increase/decrease in the same shall have an impact on the prices mentioned in the agreement.
- h. The Monthly Recurring Charges are subject to Sindh Sales Tax on Services, Punjab Sales Tax on Services and Khyber Pakhtunkhwa Sales Tax on Services @ 19.5% on the links terminating or generating from Sindh, Punjab and Khyber Pakhtunkhwa.

4. **Billing Disputes**

- a. In the event of a dispute regarding billing/invoicing it must be brought to notice of Cybernet within ten (10) days from the date of invoice; such disagreement shall be referred to the respective parties account managers for resolution through amicable negotiations. If the account managers are unable to resolve the said dispute, the disagreement shall be further referred to the next immediate level, the process of which must be completed within next ten (10) working days.
- b. If the issue remains unresolved, the disagreement shall be further referred for arbitration the process of which must be completed within sixty (60) days from the date it was brought to arbitrator.



Customer's Initial: \_\_\_\_\_

Cybernet's Initial: \_\_\_\_\_

ANNEXURE "C"  
SERVICE LEVEL PRINCIPLES

**1. Service Level Principles**

Service level agreements with the Customer are meant to demonstrate Cybernet's willingness to partner with the Customer and deliver services at or above the service level as outlined in this document.

"Service" is defined as the Cybernet products related to Internet and/or Data services acquired by the Customer on a link terminated at the Customer site.

For cascading failures, only the service failure shall be used in determining outage period and not the sum of all components.

Non-service affecting components or service degradations are not eligible for the calculation of outage.

The Customer shall ensure that all Customer Premises Equipment (CPE) not provided by Cybernet meets the technical specifications provided by the Cybernet team.

Service failures resulting in Customer owned CPE or facilities at the Customer premises not managed by Cybernet are not eligible for the calculation of outage.

Service failures of Cybernet provided equipment as a result of Customer's negligence to maintain prescribed operating conditions are not eligible for the calculation of outage.

Service failures due to negligence of the Customer or Customer authorized personnel are not eligible for the calculation of outage.

Service outages as a result of the following events shall not count towards the calculation of availability:

- a) The Customer requesting Cybernet to test the service in question although no fault has been detected or reported;
- b) The service being modified in any way upon Customer's request;
- c) In the case of any Force Majeure event;
- d) A failure of the Customer to provide access to any equipment installed by Cybernet at a Customer site for Cybernet (or its agents) upon being requested to do so by Cybernet for the purposes of investigating and rectifying any fault.
- e) Service failures resulting due to radio frequency interference on unlicensed band or illegal/rogue transmission of unknown earth station on Cybernet's frequency band.
- f) Satellite service outage as a result of sun outages.

For Customer sites located in the Tier-1 and Tier-2 cities, a maximum of two (02) hours site access time shall be allowed to Cybernet personnel. This access time shall not be part of the outage calculation.

For Customer sites located in remote areas (Tier-3 cities), a maximum of twelve (12) hours site access time shall be allowed to Cybernet personnel (subject to availability of flights or transportation options barring Force Majeure). The site access time shall not be part of the outage calculation. However Cybernet shall make best efforts to reduce this mentioned Site access timelines.

Incident trouble tickets with "No Problem Found" status declared by SLA Administration are excluded from the calculation of outage.

Incidents not reported by the customer are excluded from the calculation of outage.

Cybernet will have exclusive rights of monitoring the availability of its infrastructure by its own means through (but not limited to) Network/Element Monitoring Systems.

The monitoring and service testing policies of Cybernet may change periodically.

**2. Core Network Service Availability:**

"Core Network or Core Infrastructure" is defined as the Cybernet network present in all POPs including all Cybernet owned network elements and infrastructure to carry Cybernet's aggregated traffic. Customer Premises Equipment and last mile is specifically excluded.

A service shall be 99.7% available for core infrastructure uptime only of the scheduled service time for each calendar month of the term with three (03) hours MTTR (Mean Time to restore). The MTTR shall not be part of outage calculation.

"Unavailability" is defined as an "outage" for a continuous period of greater than twenty (20) minutes as reported by internal alarms.

Customer's Initial: \_\_\_\_\_

Cybernet's Initial: \_\_\_\_\_

Service(s) unavailability arising from the fault directly related to Cybernet's core infrastructure provided always that any Service(s) unavailability of duration of twenty (20) minutes or less arising from the Fault (related to Cybernet core infrastructure) shall not be included in the determination of an outage.

Outage time will be calculated from the time the complaint is lodged by the customer with the Cybernet helpdesk and a ticket is opened for the same till the time when Cybernet makes its first attempt to notify the customer that such link is serviceable.

Any scheduled maintenance notified in advance by Cybernet to the customer or emergency maintenance activity which may disturb the services of the customer shall not be included in the "outage".

Cybernet will not carry out more than four (04) scheduled maintenance activities or twenty (20) hours of aggregated scheduled downtime per calendar month of whichever is higher provided individual activities do not exceed five (05) hours of scheduled downtime per calendar month.

Cybernet will apply best efforts to schedule maintenance activity in early morning hours or weekends to minimize impact.

Emergency maintenance activity downtime per calendar month shall not exceed eight (08) hours.

Scheduled maintenance activity notifications shall be sent at least twenty-four (24) hours prior to the activity.

In case of failure of a core infrastructure component affecting multiple customer links, outage shall be calculated on per service basis instead of cumulative total outage for individual links.

The failure of network availability monitoring systems or equipment which is defined as non-service affecting shall not be included in the "outage".

Failures or service disruptions originating outside Cybernet's core infrastructure such as upstream issues including any domestic connectivity issues and last mile access provider failures shall not be included in the "outage".

**3. Last Mile Service Availability:**

Following services are covered under the last mile service availability:

Service Level Component	RF Line of Sight	WiMax	Satellite	Fiber - Buried	Fiber - Aerial	DSL
Uptime	97%	96%	99%	99%	96%	92%

*The above mentioned availability figures are for customer reference purpose only.*

- Cybernet has always strived for maintaining or exceeding the service availability as mentioned above.
- Due to the nature of last mile media and lack of ownership (such as DSL), Cybernet cannot guarantee the last mile availability resulting from failures of last mile access providers.
- Customer must register all last miles and applicable services for SLA monitoring and must make provisions in security software/hardware or any necessary provisions to allow Cybernet NMS access to the CPE or the first Layer 3 service terminating equipment in the customer network.

General restoration timelines for various last miles are as followed:

Service	Equipment Replacement*	Link Restoration*
RF LOS	4.5 hours	4 hours
WiMax		3 hours
Satellite		6 hours
Fiber-Buried		10 hours
Fiber - Aerial		6 hours
DSL		24 hours


*\*Cybernet shall make best efforts to reduce the mentioned General restoration timeline*

- Equipment replacement and link restoration times do not include the site access time.

Tier 1 Cities: Lahore, Karachi, Islamabad, Rawalpindi

Tier 2 Cities: Hyderabad, Quetta, Sukkur, Multan, Faisalabad, Sialkot and Peshawar

Tier 3 Cities: Remaining cities

Customer's Initial: 

Cybernet's Initial: \_\_\_\_\_

**ANNEXURE "D"**  
**ESCALATION MATRIX**

Initially the query is forwarded to **helpdesk and Technical Assistance Center**

Central	South	North
servicedesk@cyber.net.pk Phone: +92-42- 111-56-56-56	servicedesk@cyber.net.pk Phone: +92-21-111-56-56-56	servicedesk@cyber.net.pk Phone: +92-51- 111-56-56-56
helpdesk@cyber.net.pk	helpdesk@cyber.net.pk	helpdesk@cyber.net.pk

**1<sup>st</sup> Escalation**

If query is not entertained within first 60 minutes, it is escalated to Respective Team Lead.

Central	South	North
Mr. Mohsin Ali Arif Email: <a href="mailto:mohsin.ali@cyber.net.pk">mohsin.ali@cyber.net.pk</a> Phone: +92-42-35834180 Mobile: +92-302-8298231	Mr. Syed Ali Ahmed Email: <a href="mailto:ali.a@cyber.net.pk">ali.a@cyber.net.pk</a> Phone: +92-21-35698921 Mobile: +92-308- 224241	Mr. Muhammad Mudassar Email: <a href="mailto:mohd.mudassar@cyber.net.pk">mohd.mudassar@cyber.net.pk</a> Phone: +92-51-111445566 (6437) Mobile: +92-301-8560508

**2<sup>nd</sup> Escalation**

If query is not entertained within 60 minute after 1<sup>st</sup> escalation, it is escalated to the Respective Regional Head.

Central	South	North
Mr. Khawaja Arshad Email: <a href="mailto:kh-arshad@cyber.net.pk">kh-arshad@cyber.net.pk</a> Phone: +92-42- 35834180 Mobile: +92 300 8403864	Mr. Syed Mohsin Ali Rizvi Email: <a href="mailto:smarizvi@cyber.net.pk">smarizvi@cyber.net.pk</a> Phone: +92-21- 35698933 Mobile: +92-307-2228344	Mr. Shakeel Abbas Email: <a href="mailto:s.abbas@cyber.net.pk">s.abbas@cyber.net.pk</a> Phone: +92-51- 111445566 (6449) Mobile: +92-300- 5019017

**3<sup>rd</sup> Escalation**

If query is not entertained within 60 minute after 2<sup>nd</sup> escalation, it is escalated to the National Manager Managed Services

**Mr. Ghulam Qadir Ansari**

**National Manager – Managed Services Operations**

Email: [g.q.ansari@cyber.net.pk](mailto:g.q.ansari@cyber.net.pk)

Phone: +92-21-35698933

Mobile: +92-300-2021362

**NB:** At any stage in the cycle, if the query is resolved, its initiator is informed along with other stake holders.

**NB:** Depending on the criticality of problem, resolution time may vary with respect to Media / Products, for example Fiber / RF, DSL, ION etc.

Customer's Initial: \_\_\_\_\_

Cybernet's Initial: \_\_\_\_\_



June 3, 2015

Letter of Support: Launch of "JamaPunji" Web Portal

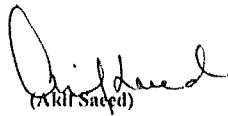
Dear Sir/Madam,

Educating investors is the key to developing our non-banking financial sector including mutual fund, pension fund, insurance and capital markets. To create awareness among the public at large about saving, investing, financial planning, and the protection of investors through education, the SECP is launching investor education web portal under the brand of *JamaPunji* (جمع پونجی).

In support of this launch, *The News*, a leading English-language newspaper, is publishing a special two page supplement on June 12, 2015. The supplement is aimed at informing readers about the importance of investor education through "JamaPunji.pk" web portal, and its role in helping Pakistan's capital market, non-banking financial and insurance sectors in achieving their full potential.

The companies in the attached annexure are requested to extend full cooperation to the News team by placing appropriate advertisements in support of this launch. Such contribution is not only essential for the success of this supplement, but will also help inform the general public about this very important investor education initiative.

Sincerely,

  
(Akif Saeed)

SECURITIES AND EXCHANGE  
COMMISSION OF PAKISTAN  
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Islamabad, Pakistan

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