

Askari Securities Limited Server Specs

ASL has a powerful IBM eServer x3400 with the mentioned below specs:

Machine name: IBMSERVER

System Manufacturer: IBM

System Model: IBM eServer x3400-[7976KPG]-

BIOS: Phoenix Server BIOS 3 Release 6.1.U

Processor: Intel (R) Pentium (R) III Xeon processor (4 CPUs), ~2.5GHz

Memory: 6142MB RAM

Page File: 2305MB used, 7733MB available

Hard Drive: 450GB

ASL Agreements with Service Providers

ASL is using Cybernet Fiber Optic direct link for connectivity with PSX.

Alternate backup link is PTCL MPLS (DXX) lease line for PSX connectivity.

ASL is using Nayatel connection for online clients.

All the service provider's agreements with ASL are mentioned below:

**DATA COMMUNICATION
NETWORK SERVICE AGREEMENT**

BETWEEN

CYBER INTERNET SERVICES (PRIVATE) LIMITED

AND

ASKARI SECURITIES LIMITED

Effective Date: 7th May, 2012

PAKISTAN 100 RS.

ONE HUNDRED RUPEES

30 MAR 2012

IRFAN ALI SHAIKH STAMP VENDOR
L/No. 80, 27/5, 36/B, Landhi Township Karachi
S. No. _____ DATE _____
ISSUED TO WITH ADDRESSSET: M. ADREES
THROUGH WITH ADDRESSSET: _____ Advocate
PURPOSE: _____ KBA No. 788
VALUE IN: _____ ATTACHED: _____

DATA COMMUNICATION NETWORK SERVICE AGREEMENT

This agreement is made on May 7th, 2012
By and Between

CYBER INTERNET SERVICES (PRIVATE) LIMITED, a private company incorporated under the Companies Ordinance, 1984, having its registered office at A-904, 9th 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

ASKARI SECURITIES LIMITED, a company incorporated under the laws of Pakistan, having its registered office at 512, 5th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad (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:

WHEREAS KSE has introduced "Karachi Automated Trading System (KATS)" to enable its members to carry out, inter alia, securities trading through Automated Remote KATS Terminals.


AND WHEREAS Cybernet is willing and therefore requested to KSE to allow it to provide the Services to the members of KSE;

AND WHEREAS KSE has agreed and accede the request of Cybernet subject to compliance with the terms and conditions set out in this Agreement

AND WHEREAS Cybernet has agreed to provide the Customer the Maintenance Services as defined in Annexure "A".

Customer's Initial: [Signature]

Cybernet's Initial: [Signature]



NOW THIS 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" – Fees & Payments

Annexure "C" - Escalation Process

1.0 Definitions

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

- 1.1 "Agreement" means this Agreement along with its schedules/annexures attached hereto and subsequent amendments and all addenda in accordance with the terms and conditions specified herein.
- 1.2 "Act" means the Pakistan Telecommunication (Re-Organization) Act, 1996 or any amendments thereof.
- 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 "Domestic Telecommunication Services" means the telecommunication service provided in Pakistan.
- 1.6 "International Telecommunication Services" means the telecommunication services provided between Pakistan and any other country.
- 1.7 "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.
- 1.8 "PTA" means the Pakistan Telecommunication Authority constituted in accordance with provisions of the Act.
- 1.9 "PTCL" means the Pakistan Telecommunication Corporation Limited, a company incorporated under the Companies Ordinance, 1984.
- 1.10 "Service" means the service agreed to be provided by Cybernet to the Customer in terms of Annexure "A" hereof.

2.0 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".

3.0 Payment

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

4.0 Term and Termination

- 4.1 The term of this Agreement shall initially be for a period of One (01) year effective from 7th May, 2012. 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 with the mutual consent of the Customer.

Customer's Initial: _____

Cybernet's Initial: _____



- 4.2 Cybernet shall be entitled to terminate and discontinue Service to the Customer by serving thirty (30) days written notice period.
- 4.3 The termination of this Agreement with any reason whatsoever would not waive Cybernet's right to recover any outstanding/fee amount from the Customer.
- 4.4 The Customer shall be entitled to terminate and discontinue the Service by serving thirty (30) days notice period and in this case, the Customer shall be obliged to pay to Cybernet monthly recurring charges for a period of one (01) month.

5.0 Prohibited Actions

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;
- v. any prohibited or unreasonably excessive use of spamming of electronic mail or similar information delivery system outside Customer right of use under this Agreement through Customer computer systems;
- vi. transmission of voice on or through the Data Communication Network;
- vii. any use or attempted use of the Services to reproduce, re-distribute, retransmit, publish, translate, transfer or exploit any information, which is against the international rules and regulations such as spamming, Trojan attacks, virus propagations etc should be prohibited.
- viii. any other activity prohibited by any applicable law, rule, regulation or license of/framed under, but not limited to, the Act, PTA or PTCL.

Cybernet hereby reserves the right to forthwith terminate this Agreement by written notice to the Customer in the event the Customer engages in or allows or commits any of the acts mentioned under Clauses 5.1(i) to 5.1(viii). Notwithstanding anything else contained in this Agreement, for the purposes of this Clause the above mentioned written notice shall be deemed to have been served on the Customer at the time/date on which such notice is dispatched.

6.0 Warranty

- 6.1 Cybernet makes no warranties or representations of any kind with respect to the merchantability or fitness of the Services for any particular purpose and shall not be liable for any loss or damage to the Customer resulting from the use or interrupted use of the Services including, but not limited to, losses resulting from delays, improper or incomplete delivery of information or email, computer viruses, interruption of service.
- 6.2 Cybernet does not guarantee any Services which are reliant on any third party, including but not limited to PTCL, and the Customer agrees not to hold Cybernet responsible or liable for any loss or damage resulting from the use or interrupted use of any third party services, including without limitation any satellite carrier, internet backbone service provider or content provider.
- 6.3 Customer agrees that Cybernet shall not be liable to the Customer for any breach of the Customer's (or any third party accessing through the Customer) privacy occurring over the Internet.
- 6.4 Cybernet makes no warranties or representations and does not take responsibility of any kind in the event if Cybernet has to access Customer's technical configuration.

Customer's Initial: _____

Cybernet's Initial: _____



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7.0 Indemnity

The Customer hereby acknowledges and agrees to monitor and/or restrict the content accessed by the Customer (or by any other party through the Customer) using the Services in order to comply with relevant and applicable laws, rules, regulations, licensing terms and conditions. The Customer hereby agrees to indemnify and keep Cybernet harmless from any loss, expenses, costs, damage or claim incurred by or occasioned to Cybernet as a result of use of the Services by the Customer or any other person or party acting or through the Customer in any manner which may be deemed to be use of the Services in contravention of any provision of applicable law, rules, regulations or licensing conditions, or in violation of any intellectual property rights and rights of privacy.

8.0 Force Majeure

This Agreement shall be suspended during the period and to the extent of such period that either of the Party is prevented or hindered from complying with its obligations under any part of this Agreement by any cause beyond its reasonable control including but not limited to riots, strikes, lockouts acts of governmental authority, breakdown of communications facilities or extended outages of energy sources and natural disasters or weather related outages. If such period of suspension exceeds beyond 30 days, the Agreement may be terminated with the mutual consent of the Parties in writing.

9.0 Confidentiality

Both parties to take care of the confidentiality of the information gathered/obtained from the other in the due course of business and/or as a consequence of provision of the Services. This restriction shall continue to apply after the termination of services without limit in point of time. This clause is not applicable on such information that is already in public domain or obtained through unauthorized disclosure.

10.0 Governing Law & Arbitration

10.1 This Agreement is governed by and shall be construed in accordance with the laws of Pakistan.

10.2 Any dispute or difference arising out of or in relation to the subject matter hereof, which cannot, first of all, be settled amicably between the Parties, shall be referred to arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration Act 1940 or any amendment or re-enactment thereof and the rules made there under by a sole arbitrator to be appointed by the mutual consent of the Parties hereto. The arbitrator shall be a retired judge of the High Court. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Karachi, Pakistan. Arbitration as aforesaid shall be a condition precedent to any other action under law.

11.0 Waiver

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver.

12.0 Agreement

This Agreement and the Annexures/schedules hereto constitute the entire and only agreement between the Parties with respect to the subject matter hereof and hereby terminates, cancels and supersedes any and all prior oral or written agreements, arrangements or understandings between the Parties. The Services to be undertaken and provided by Cybernet to the Customer shall be so undertaken and provided only in accordance with the provisions of this Agreement and the Annexures/schedules hereto. This Agreement and the Annexures/schedules hereto may be varied or amended only by mutual consent of the Parties in writing.

Customer's Initial: _____



Cybernet's Initial: _____



13.0 Ancillary Provisions

- 13.1 If for any reason, any provision of this Agreement is determined to be unenforceable; such adjudication shall in no way effect any other provision of this Agreement or the validity or enforcement of the remainder of this Agreement. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance with applicable laws with the mutual consent by both the parties in writing.
- 13.2 The Parties represent and warrant that the undersigned individuals who execute this Agreement have full legal authority to execute such Agreements and thereby bind the Parties to full performance.
- 13.3 All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties specified below or as each Party may communicate to the other in writing from time to time:

If to the Customer:


Attn: Mr. Muhammad Irfan
Askari Securities Ltd
512, 5th Floor, 55-B, ISE Towers,
Jinnah Avenue, Islamabad
Tel: 0333-5366473/051-2894527
Fax: _____

If to Cybernet:

Attn: Danish Ali Lakhani
Cyber Internet Services (Pvt) Ltd.
A-904, 9th Floor, Lakson Square Building
III, Sarwar Shaheed Road, Karachi
Tel: +92-21-111445566
Fax: +92-21-5680842


In Witness Whereof the Parties have executed this Agreement on the date first mentioned above.

For and on behalf of
Askari Securities Ltd.



Faheem Sardar
Chief Executive Officer

For and on behalf of
Cyber Internet Services (Pvt.) Ltd.



Danish Ali Lakhani
Chief Operating Officer



Witnesses:

1. Ahmed Ali Hashmi



Signature

1. Ghulam Mohiuddin



Signature

2. Khurshid Ahmed



Signature

2. Faisal Yaqoob



Signature

ANNEXURE "A"

1. Scope Of Services

Cybernet is providing the following services:

S.No	Service Description	Last Mile	Location
1	Local Loop Charges – 1 Mbps (Islamabad)	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad
2	KATS Connectivity Charges – 1 Mbps	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad
3	Intercity Charges – Islamabad to Karachi	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad

Customer's Initial: _____



Cybernet's Initial : _____



ANNEXURE "B"
FEES & PAYMENTS

1. Monthly Recurring Charges (MRC):

S.No	Service Description	Last Mile	Location	MRC (PKR)
1	Local Loop Charges – 1 Mbps (Islamabad)	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad	29,000/-
	KATS Connectivity Charges – 1 Mbps	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad	
	Intercity Charges – Islamabad to Karachi	Fiber	512, 5 th Floor, 55-B, ISE Towers, Jinnah Avenue, Islamabad	

Total Monthly Recurring Charges PKR 29,000/-.

2. One Time Total Charges:

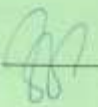
S.No	Item Description	Qty	Unit Price (PKR)	Total Price (PKR)
1	Fiber Installation Charges	1	55,000/-	55,000/-
2	Supply of ONT	1		


3. Payment Terms

- Cybernet shall invoice monthly in advance to the Customer not later than the 7th day of each period in respect of the periodic recurring charges due for such month.
- The Customer shall clear all the invoices within 15 days from the date of invoice.
- 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."
- Any amount to be paid in US dollar /other foreign currency will be converted by applying open market conversion rates prevailing at the time of payment.
- 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.
- 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.
- Any new Government taxes/rates/levies or any increase/decrease in the same shall have an impact on the prices mentioned in the agreement subject to mutual consent of the parties hereto.

4. Billing Disputes

- In the event of a dispute regarding billing/invoicing it must be brought to notice of Cybernet within ten (10) days of 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.
- 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 the arbitrator.

Customer's Initial: 

Cybernet's Initial: 

**ANNEXURE "C"
ESCALATION PROCESS**

Initially the query is forwarded to helpdesk and Technical Assistance Center

Central	South	North
tac-central@cyber.net.pk Phone: +92-42- 35834180 helpdesk@cyber.net.pk 111-56-56-56	tac-south@cyber.net.pk Phone: +92-21- 35698931 helpdesk@cyber.net.pk 111-56-56-56	tac-north@cyber.net.pk Phone: +92-51- 111445566 (6437) helpdesk@cyber.net.pk 111-56-56-56

1st Escalation

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

Central	South	North
Mr. Khawaja Arshad Email: kh-arshad@cyber.net.pk Phone: +92-42-35834180 Mobile: +92-300-8403864	Mr. Adeel Anwar Usmani Email: aanusmani@cyber.net.pk Phone: +92-21- 35698921 Mobile: +92-308- 224241	Mr. Muhammad Mudassar Email: mohd.mudassar@cyber.net.pk Phone: +92-51-111445566 (6437) Mobile: +92-301-8560508

2nd Escalation

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

Central	South	North
Mr. Abdul Azeem Ashraf Email: aazeem@cyber.net.pk Phone: +92-42- 35834180 Mobile: +92-300- 8453470	Mr. Gtulam Qadir Ansari Email: g-q.ansari@cyber.net.pk Phone: +92-21- 35698933 Mobile: +92-300- 2021362	Mr. Shakeel Abbas Email: s_abbas@cyber.net.pk Phone: +92-51- 111445566 (6449) Mobile: +92-300- 5019017

3rd Escalation

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


Mr. Arsalan Ahmed


National Manager – Managed Services Operations

Email: arsalana@cyber.net.pk

Phone: +92-21-35698714

Mobile: +92-300-2007731

Customer's Initial: 

Cybernet's Initial: 

4th Escalation

If query is not entertained within 60 minute after 3rd escalation, it is escalated to **General Manager Technology**

Mr. Maroof Ali Shahani

General Manager Technology

Email: maroofali@cyber.net.pk

Phone: +92-21-35698905

Mobile: +92-301-8200329

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: _____



Nayatel Pvt. Ltd.

Installation Form				
NTL #: 6874	User id: aslusb	Date of Installation: 25-06-10		
Customer Type:	Home <input type="checkbox"/>	Corporate <input checked="" type="checkbox"/>	Package	Connect 42
Name and Address of the Customer: Askari Securities Limited, 512, 5th Floor, ISE Tower, Islamabad.				
Name of Contact Person: Mr. Irfan		Phone #: 051-2894521-24	Cell #: 051-2894521-24	
NTRN Team #: 01	Names of Team members: Bilal + Zeeshan + Pami + Abdullah			
List of Equipment Installed:				
HONT Type	V3	Serial No.	A0AFD6C5	
UPS Type:	Gyber Power	Serial No.	LBE 722008278.	
Router Type:	CISCO	Serial No.	CUH01K307307	
RF Amplifier:		Serial No.		
Digital Sel Top Box:	/	Serial No.	/	
Any other Equipment:		Serial No.		
Technical Information				
POP #		PON port #	Optical Power:	
DC #		DC Fiber #	1550nm	
Splitter #		Splitter type	1490nm	
Splitter port #		NAP/ODF #	1310nm	
Check List for Installation Team				
Points	Action Taken	If No, mention reason		
Appointment with customer:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Items arranged according to CAF and Technical Survey	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Arrived at customer premises on time:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Drill Holes sealed	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No hole made		
NTL Logo plate installed	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No Plate		
Wireless Key applied	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Proper Electrical Power arrangement for Equipment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Welcome Kit Provided	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Customer's Feedback:				
Installation done successfully:	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Explained precautionary measures for Optical Fiber cable & Equipment.	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Conduct of installation team and quality of support provided:	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Customer Remarks:				
Signatures of:	(i) Customer:		(ii) Team Supervisor	
	(iii) Engineer:		(iv) Manager:	

Version 1.2 dated: 15-03-2010

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Customer Name: Adikar, Sec Login ID: 2006 Type: Home: Corporate: P2P:
 Installation Address: off. c-52, 3rd floor NTL/TT #: 6874 Service: Telephone: Cable TV: Internet:

Extra Cabling/Ducting Cost Estimate

Description		Unit	Issued Qty	Outside Premises	With Package	To be paid by the Customer	Unit Price	Qty	Total Price	
Fiber	Drop cable 2 fiber	RFT	230		200	30	10	30	300/-	
	Mini BPR Tray w/first and one splice	No.					1,000			
Pipes	PVC Pipe 1"	RFT					12			
	PVC Pipe 3/4"	RFT	90		70	20	12	20	240/-	
	PVC Flexible Pipe 1.25"	RFT					10			
	PVC Flexible Pipe 0.5"	RFT	10				6	10	60/-	
	Steel Flexible Pipe 1.25"	RFT					30			
	Steel Flexible Pipe 0.5"	RFT					20			
Duct	Dura duct (16x25 mm) Adamjee	RFT					15			
	Dura duct (25x25 mm) Adamjee	RFT					25			
Data	UTP/Cat 5 Cable	RFT					12			
	RJ 45 Connector w/installation	No.					10			
Video	Coaxial Cable (RG 6)	RFT	80		50	30	3.50	70	105/-	
	Coaxial Cable (RG 11)	RFT					8			
	1:2 RF Splitter w/installation	No.					130			
	1:3 RF Splitter w/installation	No.					195			
	1:4 RF Splitter w/installation	No.					250			
	RF Connectors w/installation	No.	01		01		15			
	RF Joiner w/installation	No.					10			
	F Connectors w/installation	No.	02		02		5			
	RF Attenuator w/installation	No.					130			
	Phone Cable (PVC 2 Pair)	RFT					5			
Phone Cable (PVC 1 Pair)	RFT					3				
RJ 11 Cable (2 pair)	RFT					2.50				
RJ 11 Connector w/installation	No.					3				
Phone Rosette w/installation	No.					20				
Sub Total Material GST @ 16% Total Cost of Material									245/- 122/- 367/-	
Services	PVC Pipe Laying	RFT					10	20	200/-	
	Gt Pipe laying	RFT					20			
	Cable Laying	RFT					3			
	L-II Visit charges including first hr at customer premises, one person						300			
	Subsequent hours at customer premises L-II	hr					200			
	Visit Charges of copper team w/out vehicle, including first hr						300			
	Visit charges of copper team w/vehicle (more than 1 person)						500			
	Visit charges of fiber team w/vehicle (more than 1 person)						500			
	Visit for TV Tuning only, including first hour:						300			
	Subsequent hours for TV tuning	hr					200			
	Waiting charges, one person	hr					200			
	Waiting charges, team	hr					500			
	Sub Total Services									
	Grand Total (Material + GST + Services)									1017/-

These changes would vary 10+ during installation and be billed as per actual. I agree to pay the extra charges.

Customer Name & Signature: [Signature] Date: 23/06/20
 Surveyed by Team #: _____ Team Super (Name & Signature): [Signature] Date: 23/06/20