

**MAR ATHANASIOS COLLEGE FOR ADVANCED STUDIES TIRUVALLA
(MACFAST)**



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Wi-Fi Agreement



MAR ATHANASIOS COLLEGE FOR ADVANCED STUDIES TIRUVALLA (MACFAST)

Tiruvalla, Pathanamthitta, Kerala 689 101



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 766145

Service Level Agreement

This Services Agreement made this 1st day of April of Year 2018.....,

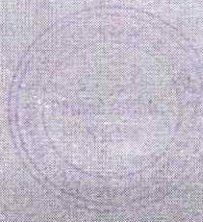
BETWEEN

Alliance Broadband Services Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office at 53A, L.M. Bhattacharya Road, Kolkata – 700017 with the City/Administrator Office and Communication address at P 89, C.I.T Road, 2nd Floor Kolkata - 700014 (Hereinafter referred to as **Alliance**, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

Mar Athanasios College for Advanced Studies, Tiruvalla, at Thiruvalla, Kerala 689101 hereinafter referred to as "**The Customer**", which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns of the OTHER PART.

"Party" and / or "Parties" shall refer to Alliance and / or the Customer or both.



Whereas:

1. Alliance has all necessary licenses to provide the Internet Bandwidth Services from the Government of India, Department of Telecommunications (DoT)
2. The Customer is desirous of availing of the Enterprise Internet service provided by Alliance as stated above and wishes to engage the services of Alliance in that behalf.
3. Alliance has now agreed to provide such services to the Customer on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

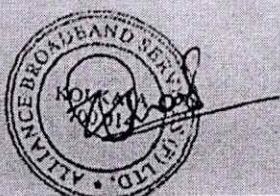
1. Service Level Commitment (SLC)

- I. In consideration of the Customer fulfilling each and every obligation and covenant on its part to be performed and otherwise complying with the terms and conditions of the agreement for Enterprise Internet Service, Alliance commits that the Enterprise Internet Service subscribed by the Customer shall meet the Service Level(s) during the period of the Subscription of the service.
- II. The SLC provided hereunder may be withdrawn or amended by Alliance at any time without assigning any reasons therefore and without being liable to the Customer in damages or otherwise, except that any penalty accrued and due to the Customer under this SLC on the date of such amendment or withdrawal will be paid by Alliance to the Customer.
- III. In the event that Alliance fails to meet the Service Level(s), then subject to the terms and conditions herein contained, Alliance shall bear penalty within the scope of this Agreement.

2. Scope of the Agreement

The Agreement covers the following under the Scope of this Agreement:

- I. This agreement covers Enterprise Internet service from Alliance for both Dedicated Internet Bandwidth and Shared Internet Bandwidth.
- II. Alliance agrees to bear penalty on any Violations of the Service Levels within the scope of the Agreement. Any damages – indirect or consequential sustained by any Customer/Partner/Affiliate of the Customer shall not be covered by this Agreement.



III. Alliance will constantly monitor the Network Performance and provide the Customer the Committed Service Levels on the parameters mentioned in this Agreement.

IV. Alliance shall not be held responsible for degradation of service under Service Level Commitment Parameters because of any events or components not covered under this agreement occurring out of Force Measure. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.

V. Alliance shall not be held responsible for Degradation of Service if service is suspended on any suspicion of use of Service for any service(s) violating the norms decided by Department of Telecommunication, Government of India. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.

VI. The SLA Target Objectives and Penalty Claims will only cover the Alliance IP Backbone. Any third party services used in conjunction with Alliance IP Backbone to provide service to the Customer will not be covered under the Target Objectives and Penalty Claims.

3. Service Level Commitment Parameters

Alliance shall constantly monitor the health of the Network. The Network Performance will be measured against the following parameters. In case Alliance fails to deliver the Service Levels within the definitions contained in this Agreement, the Customer shall be eligible for the Service Credit Claims against the respective Parameters.

I. Average Round Trip Delay or Latency

II. Network Availability

III. Packet Delivery

The Descriptions of the above-stated parameters are attached as Annexure I.

4. Planned Outages

Planned preventive network maintenance may be scheduled by Alliance at any time.

Where possible, all planned outages will be carried out during maintenance window between 0200 hrs to 0600 hrs. and Alliance will inform by Phone, email or fax about maintenance activity to customers at least 7 days in advance. In case of emergency and customer services are affected partially or fully, Alliance will evaluate the critical mess and carryout maintenance to restore. Customers shall allow Alliance to carryout maintenance activities as and when required. Alliance will carryout repair and maintenance activity on non-receipt of confirmation from customers and shall not be responsible for loss of service.



5. Problems & Violation reporting Process

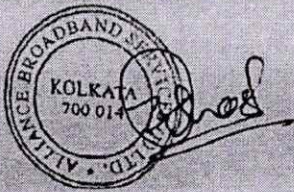
All Customer Complaints have to be logged with Alliance's Help Desk. The details of the Enterprise Help Desk contact numbers are given in the appendix III Alliance's Helpdesk uses an in house developed Docket System. Whenever Customer calls up the Helpdesk, Alliance Support person will open a Trouble Ticket immediately. Customer shall provide

- a) Company Name
- b) Name and contact details of person reporting the problem, in case they are different from ones in Alliance's database
- c) Circuit ID or line reference
- d) Description of problem
- e) Results of troubleshooting tried

The problem and above details will be logged and Trouble Ticket number issued to the Customer. This Trouble Ticket number needs to be quoted for any status on the problem. The Trouble Ticket shall be closed by Alliance upon resolution of the problem and telephonic confirmation of same to the customer. In case, the customer is not reachable through telephone, same will be communicated via email and recorded for closing the Trouble Ticket. The Trouble Ticket when closed is saved in database for reference purpose and for the calculation of uptime performance of the links. The same shall be used to calculate the uptime deviations if any (penalty clause). Any imposition of penalty conditions or claims would always be with reference to the Trouble Ticket number as a standard and would not be taken in to consideration if otherwise. Customer may refer to the Escalation Matrix (attached as Annexure II) in case the problem is not resolved within the prescribed timeframe.

6. Penalty Clause:

Alliance shall always strive to meet SLC performance levels. However, in case of any Degradation of Service at any point of time during this agreement period, Alliance would bear the penalty conditions within the scope of this agreement. Penalty applicable in case of degradation of services shall be as given in the table below. Period of Degradation of Service would include downtime for all the performance parameters.



Rebate (Hours) in terms of Parameter

| Parameter | Service Level | Rebate (Hours) in terms of extension of Service |
|------------------------|-------------------|---|
| Degradation Of Service | 99.00 % - 98.50 % | 1:1 |
| | 98.49 % - 98.00 % | 1: 1.125 |
| | Less than 98.00 % | 1: 1.5 |

1:1 ratio shall mean that for every 1 hour of Degradation of Service, as measured by Alliance's network, Alliance will extend the service by 1 hour.

1:1.125 means for every 1 hour Degradation of Service, as measured by Alliance's network, Alliance will extend the service by 1.125 hours.

1:1.5 would mean that for every 1 hour Degradation of Service, as measured by Alliance's network, Alliance will extend the service by 1.5 hours.

7. Disputes & Settlement Process

Where any dispute arises between the Parties concerning or in any way arising out of this Agreement or the performance by either Party of the terms of this Agreement, the Parties will attempt in good faith to resolve the dispute through consultation at the senior management levels. If the parties cannot resolve the Service Level Dispute, either party may request that both parties escalate the Service Level Dispute to their respective Chief Executive Officer or his or her nominee, who shall endeavor to resolve the Service Level Dispute in good faith. All disputes and differences between the parties arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Kolkata.

8. Confidentiality

a) The Parties acknowledges that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Parties or its employees in the performance of this Agreement shall be deemed



to be confidential and proprietary information. The Parties agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Services as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

b) Confidential information shall not include information that is (i) in or becomes part of the public domain other than by disclosure by Alliance in violation of this Agreement, (ii) demonstrably known to Alliance previously, (iii) independently developed by Alliance outside of this Agreement or (iv) rightfully obtained by Alliance from third parties or (v) as required to be disclosed by Alliance under law or to any government agency.

c) It is understood and agreed that in the event of a breach of this Section damages may not be an adequate remedy and the Parties shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

d) This provision shall survive termination and expiration of the Agreement.

9. Suspension of Service on Regulatory Violations

Customer shall not use capacity offered, for any illegal, immoral purpose, as finally determined by courts of competent jurisdiction in India and the user shall) indemnify Alliance in respect of any liability incurred by Alliance in this respect. Alliance shall not be a party to any dispute between the Customer and its customers. Alliance, on suspicion of any regulatory violation by the Customer, may suspend the service. This suspension of service shall not be eligible for any claims for Penalty.

10. Indemnity

During the term of this Agreement, both parties agree that they will indemnify the other party and its managing directors, employees, agents and authorized representatives for any liability or expense due to claims arising out of or in connection with the other party's or its employees', agents' or representatives' (i) performance of the services or the fault or negligence thereof; or (ii) bodily injury, including death, to any person, or (iii) damage to the property of any person, firm or corporation to the extent that such injury or damage shall



have resulted from the willful or negligent acts or omissions of the other party or its officers or employees in connection with the performance of other party's obligations under this Agreement. This provision shall survive termination and expiration of this Agreement.

Indemnification: Both parties agree that they shall at their own expense, indemnify and hold harmless the other Party, its subsidiaries, affiliates or assignees, and the managing directors, directors, officers, employees and agents and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, to the extent that it is based upon a claim that the services, equipment and software used hereunder infringe or violates any patents, copyrights, trade secrets, licenses or other property rights of any third party. Customer may, at its own expense, assist in such defense if it so chooses, provided that the other Party controls such defense and all negotiations relative to the settlement of any such claim. Customer shall promptly provide the other Party with written notice of any claim which Customer believes falls within the scope of this paragraph. This provision shall survive termination and expiration of the Agreement.

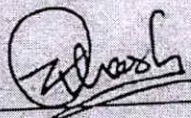
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

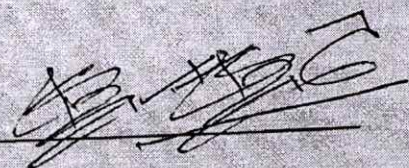
For and on behalf of

For and on behalf of

**ALLIANCE BROADBAND
SERVICES PVT. LTD.**

Mar Athanasios College for Advanced Studies

By: 

By: 

Name: Kaushik Ghosh

Name: Parin Raj

Title: Data Center Manager

Title: ^{for} Director

Place: Kolkata

Place: Thiruvank



Annexure I

I. Network Availability

i. Definition

Network Availability is the percentage of the total available time to the total time under consideration for an IP Port subscribed by Customer, where total available time is the sum of the usable time for an IP Port.

ii. Exceptions

For the purpose of calculating Outage Time for an IP Port in this SLC, the followings shall be disregarded:

- a) During the first Day when a new IP Port is implemented and accepted by the Customer.
- b) Outage Time is due to the Customer's equipment and/or the circuit that connects Customer's premises to the IP Port.
- c) Planned outage for which reasonable notice is given to the Customer and the Customer agrees to release the IP Port to Alliance.
- d) Faults reported by the Customer but no fault is found or confirmed by Alliance.
- e) The periods when the Customer's staff are not available to confirm service operation after clearance of fault.
- f) The periods taken by the Customer to confirm working condition of the IP Port after fault clearance by Alliance.
- g) The periods when interruptions are caused by events beyond Alliance's reasonable control - Incidents of disaster and Force Measure.

iii. Measurement

The Network Availability is calculated as follows:

$$\frac{(\text{Total time taken} - \text{Total outage time}) \times 100}{\text{Total time taken}}$$



The downtime is the sum of complete Outage in service availability time in minutes for an IP Port that is unable to provide the service subscribed by the Customer. During such Outage Time said IP Port is not capable of transmitting and receiving all of the Customer's IP data, considered from the time when the Customer reports a fault condition and releases said IP Port to Alliance for testing action, to the time at which Alliance returns or attempts to return said IP Port to the Customer. If during testing action, Alliance confirms that said IP Port is able to provide the Service subscribed by the Customer, this period shall not be considered as Outage Time and shall be excluded.

iv. Service Level

| Parameter | Service Level | SLA Violation Trigger |
|------------------------------|---------------|--|
| Average Network Availability | 99.9 % | Duration of Network Unavailability exceeds 30 minutes continuously |

II. Average Round Trip Delay (or Latency)

i. Definition

The "Average Round Trip Delay (or Latency)" shall mean the average time (in milliseconds) for a 32 byte diagnostic packet to transit from Alliance's Gateway Router to Peering Router at the Distant end and return within the Backbone Network.

ii. Exceptions

Average Round Trip Delay (or Latency) does not include delays caused by:

- a) Delays in transit occurring in the local loop circuit between a Alliance's Router and the Customer's site (as the delay varies with the physical distance and the line access speed);
- or
- b) Any equipment used to interconnect the local loop circuit to the Customer's site or Alliance's Router.

iii. Measurement

Specially generated delay measurement packets are used by Alliance to measure Backbone Network Transit Delay. The measurement frequency is fifteen (15) minutes. Alliance's Network Management System collects the measured data from the Gateway Router.



iv. Service Level

For Dedicated Internet Bandwidth

| Parameter | Service Level | SLA Violation Trigger |
|---|-------------------|--|
| Average Round Trip Delay (or Latency) to USA. | Maximum of 325 ms | Duration of Latency exceeds 30 minutes continuously and min variation of 75 ms |

III. Packet Delivery

i. Definition

The "Average Backbone Network Packet Delivery" shall mean the average successful packet delivery from Alliance's Gateway Router to Peering Router at the Distant end.

ii. Exceptions

Alliance shall not be responsible for packet loss due to congestion on the Customer access link.

iii. Measurement

Alliance will use ICMP Ping utility to measure delivery of packets. Delivery of packets will be calculated from Alliance gateway router at connecting pop to router at foreign end. Testing would be done with sample size of 20000 packets of 32 bytes each. Successful echo reply from Distant end will be treated as successful packet delivery.

iv. Service Level

Parameter

| Parameter | Service Level | SLA Violation Trigger |
|---|---------------|--|
| Monthly Backbone Network Packet Delivery. | 95 % | Duration of Packet Loss exceeds 30 minutes continuously. |



Annexure II

Alliance shall mean Alliance Broadband Services Pvt. Ltd.

Customer shall mean organization subscribing to an Internet Port on Alliance Internet Backbone. In context of communications to the Customer, it shall mean the person(s) designated by the Organization.

Service Levels shall mean committed network performance measured on the SLC parameters mentioned in this Agreement.

Degradation of Service shall mean performance of Service below the committed Performance parameters mentioned in the Agreement.

SLA Violation Trigger shall mean the time duration while the problem persists and at the expiry of which Customer shall report the Helpdesk of the same.

Dedicated Internet Bandwidth shall mean subscription to a Internet Port on Alliance's Internet backbone delivering uncompressed bandwidth subscribed.

Alliance IP Backbone shall mean bandwidth deployed by Alliance to carry Internet traffic among Alliance's Internet POPs and peering routers.

Planned Network Maintenance shall mean maintenance carried out with prior information to the Customer.

Problem shall mean underperformance of the SLC parameters observed by the Customer.

Penalty shall mean Service extension offered as compensation to Alliance failing to achieve the Committed SLC performance.



Escalation Matrix shall mean the Problem escalation procedure in case the Problem is not responded to with satisfaction within the specified time frame.

Peering Router at the foreign end shall mean the Upstream Provider Router at National or foreign destination.

Force Majeure Events of force measure shall be:

- a. Blockade, revolution, riot, bombs, religious strife or civil commotion.
- b. Strikes, lockouts or other industrial action (other than those involving primarily Party's own employees or any of the contractors, sub-contractors, etc. directly associated with the provision of Services under this Agreement).
- c. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign army, blockade, embargo, revolution, insurrection, terrorist or military action, politically motivated sabotage.
- d. A decision or the order of a court or tribunal, which has the effect of restraining or delaying the provision of Services.
- e. Explosions, accident, breakage of facilities, plant or equipment, structural collapse, fire chemical or radio active contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or sub-contractors, sub-lessees or any other agencies of the affected Party or any of their respective employees, and not being due to inherent defects of the affected facility or the failure to properly operate the affected facility.
- f. Fire, lightening, earthquake, tempest, cyclone, hurricane, whirlwind, flood, landslide or any such acts of Nature.
- g. Epidemic or plague.
- h. Any event or circumstance of a nature analogous to any of the above or an Act of God.

