



EthernetXpress

AMAZINGLY FAST

SERVICE LEVEL GUARANTEE / CONTRACT

This agreement/contract is attached to and forms an integral part of the services / agreement / contract term between **ETHERNET XPRESS (I) PVT LTD**, herein referred to as "INTERNET SERVICE PROVIDER" and "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE AUTONOMOUS".

In connection with the provision of network services within Goa, "INTERNET SERVICE PROVIDER" agrees to provide network services to the customer in accordance with the provisions of this schedule. The remedies provided under this schedule for failure to meet the specified parameters are intended to be the exclusive remedies for failures to meet the network availability and network performance commitments as identified below.

1. ASSUMPTIONS

- Except as otherwise expressly provided herein all service levels shall be reported on a calendar quarterly basis.
- All references to time shall be under Indian Standard Time (IST) and all references to Days shall be based on the calendar days.
- "INTERNET SERVICE PROVIDER" shall submit, on a quarterly basis (on a date mutually agreed to between the customer and "INTERNET SERVICE PROVIDER"), a Customer Service quality report that shall document "INTERNET SERVICE PROVIDER" performance with respect to the call logging and resolution during the previous quarter.
- The term "circuit or network" defined in this document shall extend to all links responsible for providing access to the customer, to the "INTERNET SERVICE PROVIDER" Network peering point.

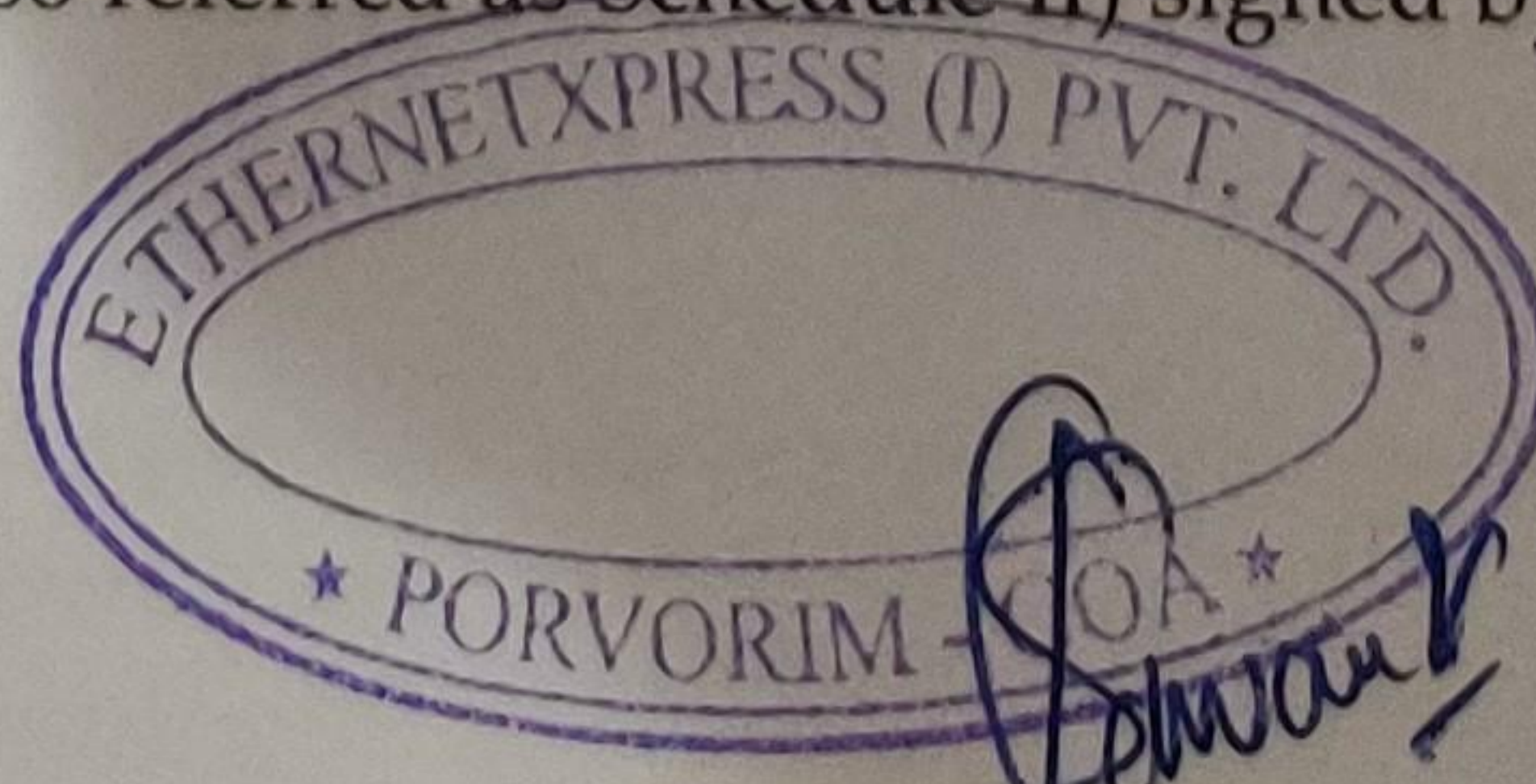
2. INSTALLATION

- "INTERNET SERVICE PROVIDER" would undertake full and complete responsibility for commissioning. Dedicated Lease Line Access Service for the customer, in the minimum possible time. **Customer Premises Equipment (CPE) will comprise of a 1 Port Network Switch, which will be thereby undertaken by Ethernet Xpress and during the event of Cancellation/Disconnection of Service ISP will hold a possession on the infrastructure (CPE and other related equipment's).**
- The "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE AUTONOMOUS" shall pay "INTERNET SERVICE PROVIDER" for the full replacement cost of any Equipment's or other equipment that are damaged, stolen while at the Facilities as a result of any negligent act and/or omission by the "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE AUTONOMOUS", or anyone on its behalf;

3. PERFORMANCE GUARANTEES

a. Network / Service Availability Guarantee

"INTERNET SERVICE PROVIDER" guarantees that it will provide 100% of the Port capacity subscribed for as mentioned in the Service Registration Form (also referred as Schedule II) signed by both parties, for 99% of the time on a quarterly basis.



Documents evidencing such event, explaining the reasons for its inability to execute, or for its delay in the execution of, all or part of its obligations under this Agreement.

If an Event of Force Majeure occurs, neither Party shall be responsible for any damage, increased costs or loss which the other Party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement. The Prevented Party shall take reasonable means to minimize or remove the effects of an Event of Force Majeure and, within the shortest reasonable time, attempt to resume performance of the obligations delayed or prevented by the Event of Force Majeure.

9. Others

- a. Customer Credit: Customer must notify within three (3) business days from the time Customer becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit for that quarter.
- b. In case of any disputes with respect to the payments and official communication has to be marked to the account manager within a time period of 15 days. In the event that the payment is not received within the stipulated period, customer could be charged an interest of 2% per month on the outstanding amount for the delay in payment.
- c. Provisioning Issues- Customer has to ensure that it has Roof Rights, Municipal Clearances and Local Building laws compliance for "INTERNET SERVICE PROVIDER" to setup a Mast in their premises.
- d. In case of any changes in the composition of the Party's management or transfer of control in part or full of the party to one or more parties, this Agreement shall be binding on the new management or all such Parties. In such event Internet Service provider shall have the discretion to decide whether to continue taking the party's portion of the Services under the new management or terminate this Agreement without incurring any liability whatsoever

10. BANDWIDTH

Dedicated ILL 100 Mbps 1:1 at the rate of INR 5,00,000/- (Excluding GST) per annum.

Customer can upgrade Internet bandwidth anytime by providing Internet Service provider with Purchase order OR Work Order before 3 days prior. If Internet bandwidth need to downgrade customer have to notify Internet Service Provider with prior 30 days through official mail.

11. PAYMENT TERM

Quarterly in advance

12. TERMINATION CLAUSE

- a. In case of SLA is not met and party needs to exit the contract, a notice period of 30 days in advance is required.
- b. Either party may terminate the agreement for cause without penalty in the event that the other party breaches any material term of this agreement. Prior to such termination the party intending to terminate shall first give the other party written notice of its intent to do so in which the problem(s) constituting the cause are clearly described. The other party will have (10Days) from receipt of such notice to correct the problem(s).

