



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

- a. Except as otherwise expressly provided herein all service levels shall be reported on a calendar quarterly basis.
- b. All references to time shall be under Indian Standard Time (IST) and all references to Days shall be based on the calendar days.
- c. "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.
- d. The term "circuit or network" defined in this document shall extend to all links responsible for proving access to the customer, to the "INTERNET SERVICE PROVIDER" Network peering point.

2. INSTALLATION

- a. "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 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).**

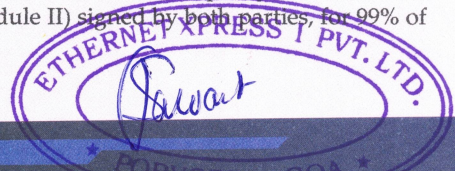
Internet Service Provider is liable to provide support till CPE which is provided for the connection and not liable to provide support to any third party device/equipment.

- b. 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.



HEAD OFFICE
Off. No.201, Bldg No.S-2
Second Floor, Nova Cidade
Complex, Opp. Dominos Pizza
Porvorim Bardez Goa 403521

BRANCH OFFICE
Near Mango Tree Restaurant,
Beach Road, Vagator, Goa.
403509

SOUTH GOA OFFICE
Shop # A - 312, 3rd floor,
Block - A, Reliance Trade Cen
Varde Valaulikar Road,
Margao - Salcete Goa

Network availability is measured at the router port of the customer. The procedure utilized by "INTERNET SERVICE PROVIDER" in obtaining this measurement is an analysis of the number of hours in a particular calendar quarter that the service is available. The network availability of the network is the availability of the node designated for use by Customer over the preceding calendar quarter. The measurement period for network availability will be on a quarterly basis. For the purposes of this measurement "network non-availability or outage" constitutes any period of time during which the network is unable to transfer data to or from the node. Causes of network non-availability included but not limited to are:

- Circuit Outages.
- Network device hardware failures /malfunction (except end network router at Customer premises).
- Network software malfunctions/failures.
- Power Outages (on the circuit)

Down time begins upon the earlier of the time that Customer first experiences an unavailable node or when Suppliers' network management station detects unavailability of a node / link. Downtime ends upon the successful transmission of data to or from such a site.

Scheduled outage periods for which advance notifications of no less than 24 hrs will be provided, and during time periods agreeable to the customer, shall not be counted as downtime. Any downtime over and above the time period specified, as above, shall be considered as network downtime. 1:00 am to 5:00 am on Sunday mornings shall be allocated as the maintenance window.

b. Latency Rates

Network Transit Delay (Latency) measures two-way delay between the origination and destination infrastructure ports. It is defined as the period of time commencing with transmission of the last bit of packet from the origination infrastructure.

c. Throughputs

"INTERNET SERVICE PROVIDER" guarantees 'Committed Information Rate' (CIR) as applicable, for each of its service and as mentioned in the Service Registration Form (also Schedule II) on the "INTERNET SERVICE PROVIDER" Network. The throughput guarantee would be for 99.5% of the time that the circuit is available to the customer. Throughput is measured from the Router to a Node ("INTERNET SERVICE PROVIDER" Peering point).

If "INTERNET SERVICE PROVIDER" does not meet its commitments on any of three parameters mentioned above, the customer would be entitled to following credit:

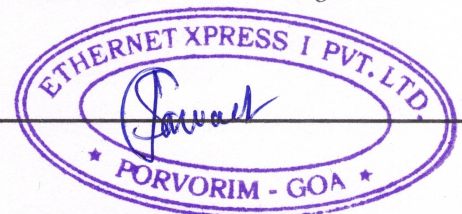
* Amount equal to the usage charges payable for the period, wherein the services did not meet the benchmark as set above.

OR

*Double the free service for the period, wherein the service did not meet the benchmark as set above.

The options available above are mutually exclusive. The amount so credited to the customer shall be adjusted in the customer's subsequent invoice. There will be no credit for the following cases:

1. An interruption caused by the intentional or scheduled/unscheduled shutdown on the part of the customer, its contractors, any local access provider or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which "INTERNET SERVICE PROVIDER" or its agents are not afforded access to the premises where the access lines associated with the customer's service are terminated.
3. Interruptions during any period when the customer elects not to release the service for testing and / or repair and continues to use it on an impaired basis
4. Scheduled maintenance interruptions and outages
5. Labor Strikes



6. "INTERNET SERVICE PROVIDER" shall not be liable for non-performance or delay in performance of any obligation stipulated in this document, if such nonperformance or delay is caused by an event of force Majeure that materially impairs its ability to perform its obligations. "INTERNET SERVICE PROVIDER" shall give prompt notice to advising of the occurrence and effects of the event, and shall use all reasonable efforts to minimize any adverse consequences. Neither party shall be liable for any delays nor did failures to perform bring about by such force Majeure. For the purpose of this document, an event of force Majeure shall mean and include delays or changes in Government Regulatory Policy, third-party non-performance, strikes, riots, floods, earthquake, storms, terrorist activities, war, acts of God, and non-performance resulting from acts of god, civil disturbance, Government or Municipal action or inaction, regulatory or otherwise.
7. Interruptions due to failure of power, equipment, service or systems not provided by "INTERNET SERVICE PROVIDER"
8. Packets dropped at infrastructure egress due to improper customer specifications of customer port speed.

d. Credit Limitations

If the customer experiences network performance, at levels below those stated herein for two or more elements (for e.g., Network Availability and Throughputs) in the same quarter, the customer is entitled to receive credits pursuant to one of the credit sections only.

4. CUSTOMER SUPPORT

"INTERNET SERVICE PROVIDER" shall provide a call tracking and monitoring mechanism for queries/complaints logged in by the customer.

The customer shall provide to "INTERNET SERVICE PROVIDER", a list of its personnel, authorized to log queries and complaints, related to the services extended to the customer.

The customer shall be provided with a complaint registration number, upon suitable verification by "INTERNET SERVICE PROVIDER" support personnel of interruption of services to the customer.

"INTERNET SERVICE PROVIDER" personnel shall undertake all steps required to restore services to the customer.

The complaint registration number shall be closed after, suitable acceptance, by the customer's personnel of the restoration of services to their satisfaction.

The Service Provider has 24 by 7 support to the Customer through the Help Desk functioning and this would be a single point of contact for all problems and queries.

Internet Service Provider is liable to provide support till CPE.

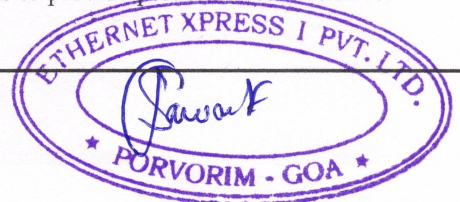
99.5 % of the time, telephonic support will be available to Customers within one hour after registering a support request.

99.5 % of the time, on-site support will be available to the Customer within four hours if the problem remains unsolved after telephonic support by the Service Provider's representative.

5. NETWORK PERFORMANCE MEASUREMENTS AND REPORTING

a. Proactive Notification

ISP (Internet Service Provider) shall monitor all connections that have been subscribed. Should a node be down for 5 minutes or above, ISP will deem the service unavailable and notify within 15 minutes. The notification can be via SMS, paper, telephone or email. The technical support staff of ISP shall work with to determine the cause of the outage and restore service. ISP goal is to provide proactive notification for all the network outages.



b. Mean Time To Repair Guarantee

ISP network and equipment are designed with redundancy and automatic failover in mind. The network typically heals automatically around a problem, allowing virtually the same level of available connectivity while allowing ISP to investigate the problem thoroughly.

6. Exclusions:

Link unavailability will not include any Link downtime resulting from the following:

- a. Downtime due to Planned Maintenance window.
- b. Failure of end-customer applications equipment, power or facilities.
- c. Interruptions not reported to the Party.
- d. Reasons beyond control include force Majeure Event.

7. CONFIDENTIALITY

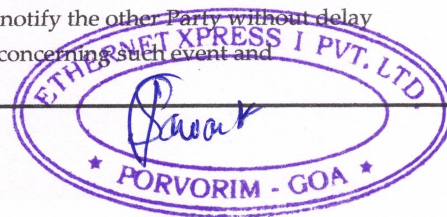
Commencing from the date of this Agreement each Party will protect as confidential, and will not disclose to any third Party, any Confidential Information. The Parties will use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third Party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order provided that the disclosing Party is notified of such requirement.

For the purpose of this Agreement "**Confidential Information**" means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, customer databases, developments, trade secrets, know-how and personnel information regarding third Parties; (iii) information disclosed pursuant to this Agreement and (iv) Customer data including any data of customer passing through the network; (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

The Parties shall not at any time disclose to any person except if such disclosure is a statutory, regulatory or license requirement. For the purposes of this sub-clause, each Party shall give notice to the other Party subject to, and to the extent permitted such notice in not in breach of any statutory, regulatory or service license conditions of respective Parties, to which the respective Party is legally committed to.

8. FORCE MAJEURE

Force Majeure: In the event either Party ("**Prevented Party**") is prevented from performing its obligations under this Agreement by force majeure, such as earthquake, typhoon, flood, public commotion, torrential rains, heavy winds, storms or other acts of nature, fire, terrorist acts, threatened terrorists acts, explosion, acts of civil or military authority including the inability to obtain any required approvals or permits, strikes, riots, war, plagues, other epidemics, pandemics or other unforeseen events beyond the Prevented Party's reasonable control ("**Event of Force Majeure**"), the Prevented Party shall notify the other Party without delay and within 15 (fifteen) days thereafter shall provide detailed information concerning such event and



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 Circuit ID EXPL 3595 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 needs to downgrade customer have to notify Internet Service Provider with prior 30 days through official mail.



11. TERM AND TERMINATION

i. PAYMENT TERM

Quarterly in advance

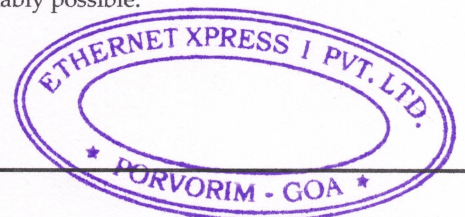
ii. CONTRACT TERM

12 Months

Commencement Date – 21/01/24 UPTO 20/01/25

iii. TERMINATION CLAUSE

- a. **In case of SLA is not met and "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS needs to exit the contract; a notice period of 30 days in advance is required.**
- b. Either Party may terminate this Agreement by providing at least thirty (30) days advanced written notice to the other Party. Upon written termination notice, "Internet Service Provider" shall remove the equipment's from the "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS's" facility within 30 days, or sooner where reasonably possible.
- c. This Agreement shall become effective on the Execution Date and will continue for a period of one (1) year, automatically renewing thereafter till further notice received from "PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS", unless either Party notifies the other of its intent to not renew at least thirty (30) days prior to the expiration of the Term, or otherwise provided herein. The initial term and all renewal terms are collectively referred to as the "Term". Notwithstanding expiration of this Agreement, the terms and conditions of the Agreement will continue to apply to all Orders entered into pursuant to this Agreement until the expiration or termination of the term of such Orders
- d. 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).
- e. **Upon Termination of contract before the Term when served with promised SLA, does not preclude a claim for damages for non-performance of contract and irrespective of the cause, Party will be liable to pay for entire contract term i.e. 12 Months (ARC).**
- f. Upon (i) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of a Party; (ii) the making of an assignment for the benefit of creditors by a Party; or (iii) the dissolution of a Party, the other Party may terminate this Agreement effective immediately upon delivery of written notice, regardless of remedy or cure or efforts to do so by the Party receiving such notice. Upon delivery of written termination notice, "Internet Service Provide" shall remove the Equipment(s) from the "PARTY"'s facility within Thirty (30) days, or sooner where reasonably possible.



12 Governing Law Arbitration.

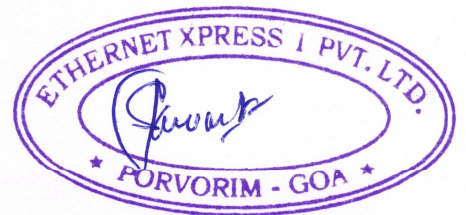
This Agreement shall be construed under and governed by the laws of India. Notwithstanding anything to the contrary herein, either party may seek injunctive or equitable relief (including, without limitation, restraining orders and preliminary injunctions) in any court of competent jurisdiction; either party shall be entitled to make an application to the court requesting that the proceedings be referred to arbitration in accordance with this section without prejudice to preliminary or interim injunctions or enjoining orders granted by such court.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Goa Arbitration Centre in accordance with the Arbitration Rules of the Goa Arbitration Centre (or any similar successor rules thereto) as are in force on the date when a notice of arbitration is received. The appointing authority shall be the Goa Arbitration Centre. The number of arbitrators shall be one unless a party to the arbitration requests otherwise, in which case there shall be three. The language to be used in the proceedings shall be English. The place of arbitration shall be Goa. The decision of the arbitration board shall be final and binding upon the parties, and such decision shall be enforceable through any courts having jurisdiction. The costs and expenses of arbitration shall be allocated and paid by the parties as determined by the arbitrators. This section shall survive termination of this Agreement.

13 Legal/ Statutory Covenants

This agreement is subject to the Contractor furnishing a proof of its valid registration and holding a valid license from the government authority as applicable for engaging such services. In event of any notice to **PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS** from the authority or court, or any loss suffered by **PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS** In this regard, the Contractor shall indemnify **PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS** in respect of any such loss or damage so suffered by **PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS**

14. Renewal of the Agreement / Contract will be done by signing the SLA prior to a month before the expiry of the term.



In Witness Whereof, by execution by the parties below, this Service-Level Agreement will form a part of the Contract.

PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE - AUTONOMOUS

[NAME], [DESIGNATION] [DATE]

[NAME], [DESIGNATION] [DATE]

ETHERNET XPRESS (I) PVT LTD

Tejesh Sawant

TEJESH SAWANT
(BDM)



Off No 201, Building No S-2 second Floor
Nova Cidade Complex, Opp Domino's Pizza,
Porvorim, Goa 403521

