



Service Level Agreement (SLA) for Enterprise Solutions

Atria Convergence Technologies Ltd

TVH Beliciaa Towers, Tower I – 10 th Floor,
Block No 94, MRC Nagar, Chennai – 600028.

Customer Signature

A handwritten signature in black ink, appearing to be "M. Sivarajan", is written over the customer signature line.

A green handwritten signature is written over the Atria Convergence Technologies P Ltd. signature line.

Atria Convergence Technologies P Ltd. | Page 1 of 7



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SERVICE LEVEL AGREEMENT – ENTERPRISE INTERNET SERVICE

1. Service Level Commitment

- 1.1 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, ACT 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.
- 1.2 The SLC provided hereunder may be withdrawn or amended by ACT with 7 days' notice unless the change in SLC is mandated by Government of India or any statutory or regulatory body thereof, without being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 ACT to the Customer.
- 1.3 In the event that ACT fails to meet the Service Level(s), then subject to the terms and conditions herein contained, ACT shall bear penalty within the scope of this Agreement.

2. The Scope of this Agreement

- 2.1 This agreement covers Enterprise Internet service from ACT for both Dedicated Internet Bandwidth and Shared Internet Bandwidth.
- 2.2 ACT 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.
- 2.3 ACT will constantly monitor the Network Performance and provide the Customer the committed Service Levels on the parameters mentioned in this Agreement.
- 2.4 ACT 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 Majeure. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.
- 2.5 ACT 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.
- 2.6 The SLA Target Objectives and Penalty Claims will only cover the ACT IP Backbone. Any third party services used in conjunction with ACT IP Backbone to provide service to the Customer will not be covered under the Target Objectives and Penalty Claims.
- 2.7 The billing will start after Installation Report (IR) submitted to us. The IR should be submitted within 2 days from the date of activation or else after 48 hours of activation of the link by default the billing will be started. Whichever the early possible is considered for the billing of the link.

3. Service Level Commitment Parameters

- 3.1 ACT shall constantly monitor the health of the Network. The Network Performance will be measured against the following parameters. In case ACT 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.

- 3.1.1 Average Round Trip Delay or Latency
- 3.1.2 Network Availability
- 3.1.3 Packet Delivery

4. Planned Outages

- 4.1 Planned preventive network maintenance may be scheduled by ACT at any time.
- 4.2 Where possible, all planned outages will be carried out during maintenance window between 0200 hrs. to 0600 hrs. and ACT will inform by Phone, email or fax about maintenance activity to customers at least 72 hours in advance.
- 4.3 In case of emergency and customer services are affected partially or fully, ACT will evaluate the critical ness and carryout maintenance to restore service immediately with prior notice
- 4.4 Customers shall allow ACT to carryout maintenance activities as and when required. ACT will carry out repair and maintenance activity on receipt of confirmation from customers.

Customer Signature



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5. Problems & Violation Reporting Process

5.1 All Customer Complaints have to be logged with Enterprise Help Desk. The details of the Enterprise Help Desk contact numbers are given in the appendix I. ACT's Helpdesk uses an in-house developed Trouble Ticket system called the Customer Complaint System (CCS).

5.2 Whenever Customer calls up the Helpdesk, ACT Support person will open a Trouble Ticket immediately. Customer shall provide

- 5.2.1 Company name
- 5.2.2 Name and contact details of person reporting the problem, in case they are different from ones in ACT's database
- 5.2.3 Customer User Name
- 5.2.4 Description of problem
- 5.2.5 Results of troubleshooting tried

5.3 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 ACT 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 e-mail and recorded for closing the Trouble Ticket.

5.4 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.

6. Penalty Clause:

6.1 ACT 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, ACT 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.

Parameter	Service Level	Rebate (Hours) in terms of Extension of services
Degradation of Service	<input type="checkbox"/> 99.50 % to 98.50 %	1:1
	<input type="checkbox"/> 98.49 % to 98.00 %	1:1.125
	<input type="checkbox"/> Less than 98.00 %	1:1.5

Note

1. 1:1 ratio shall mean that for every 1 hour of Degradation of Service, as measured by ACT's network, ACT will extend the service by 1 hour.
2. 1:1.125 means for every 1 hour Degradation of Service, as measured by ACT's network, ACT will extend the service by 1.125 hours.
3. 1:1.5 would mean that for every 1 hour Degradation of Service, As measured by ACT's network, ACT will extend the service by 1.5 hours

7. Disputes & Settlement Process

7.1 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.

7.2 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.

7.3 All disputes and differences between the parties arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Chennai.

8. Confidentiality

8.1 The Parties acknowledge 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 agree 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.

Customer Signature



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

8.3 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.

8.4 This provision shall survive termination and expiration of the Agreement.

9. Suspension of Service on Regulatory Violations

9.1 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 ACT in respect of any liability incurred by ACT in this respect. ACT shall not be a party to any dispute between the Customer and its customers. ACT, 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

10.1 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 on mutual understanding.

10.2 Indemnification : Both parties agree that they shall at their own expense, indemnify and hold harmless the other Party, its subsidiaries, affiliates or assignees, and their 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. Customer hereby indemnifies ACT against any penalties or civil / criminal proceedings as per law or action by any civil or judicial authorities, arising out of any violations of Indian Telegraph act or regulations for providing and access Internet services in India. All such proceedings will be to the account of customer for any such violation.

11. Network Availability

11.1.1 Definition: Network Availability is the percentage of the total available time period to the total service period under consideration for an IP Port subscribed by Customer, where total available time is the sum of the usable time for an IP Port. Definition for total available time (i) Bandwidth X 60 Minutes X 24 hours X 30 days i.e. Bandwidth for 43,200 minutes is the total time. Total uptime will be 99% of 43,200 minutes.

11.1 Exceptions:

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

(i) During the first Day when a new IP Port is implemented and accepted by the Customer. (ii) Outage Time is due to the Customer's equipment and/or the circuit that connects Customer's premises to the IP Port. (iii) Planned outage for which reasonable notice is given to the Customer and the Customer agrees to release the IP Port to ACT. (iv) Faults reported by the Customer but no fault is found or confirmed by ACT. (v) The periods when the Customer's staff are not available to confirm service operation after clearance of fault. (vi) The periods taken by the Customer to confirm working condition of the IP Port after fault clearance by ACT. (vii) The periods when interruptions are caused by events beyond ACT's reasonable control - Incidents of disaster and Force Majeure.


11.2 Measurement:

11.2.1 Network Availability = (Total available time period - Total outage time / Total Service Time period)

11.2.2 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 ACT for testing action, to the time at which ACT returns or attempts to return said IP Port to the Customer. If during testing action, ACT 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.



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11.3 Service Level:

Parameter	Service Level	SLA Violation Trigger
Average Network Availability	99.50%	Duration of Network Unavailability exceeds 30 minutes continuously

11.4 Average Round Trip Delay (or Latency)

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

11.4.2 Exceptions: Average Round Trip Delay (or Latency) does not include delays caused by: (i) Delays in transit occurring in the local loop circuit between a ACT's Router and the Customer's site (as the delay varies with the physical distance and the line access speed); or (ii) Any equipment used to interconnect the local loop circuit to the Customer's site or ACT's Router.

11.4.3 Measurement:

11.4.3.1 Specially generated delay measurement packets are used by ACT to measure Backbone Network Transit Delay.

11.4.3.2 The measurement frequency is fifteen (15) minutes.

11.4.3.3 The measured data from the Gateway Router is collected by ACT's Network Management System.

11.5 Service Level:

11.5.1 For Dedicated Internet bandwidth

Parameter	Service Level
Average Round Trip Delay (or Latency) to U.S.A.	Maximum of <300 ms
Average Round Trip Delay (or Latency) to UK	Maximum of <200 ms

11.5.2 Service Uptime%

Parameter	Uptime%
Service Uptime%	99.50%
MTTR	4hrs

11.6 Packet Delivery

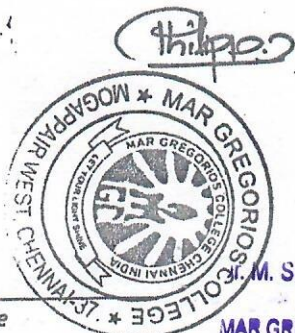
11.6.1 Definition: The "Average Backbone Network Packet Delivery" shall mean the average successful packet delivery from ACT's Gateway Router to Peering Router at the foreign end.

11.6.2 Exceptions: ACT shall not be responsible for packet loss due to congestion on the Customer access link.

11.6.3 Measurement:

11.6.3.1 ACT will use ICMP Ping utility to measure delivery of packets. Delivery of packets will be calculated from ACT gateway router at connecting pop to router at foreign end.

11.6.3.2 Presently, ACT will use SingTel routers at San Jose USA and Singapore as foreign end routers. Testing would be done with sample size of 20000 packets of 32 bytes each. Successful echo reply from foreign end will be treated as successful packet delivery.



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11.6.4 Service Level

Parameter	Service Level	SLA Violation Trigger
Monthly Backbone Network Packet Delivery	99.50 %	Duration of Packet Loss exceeds 30 minutes continuously

12. Disclaimer

14.1 The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. ACT is merely providing connectivity to the internet and has no responsibility or control over the contents of the internet or the individual's usage of the same. ACT is not responsible for virus/malicious traffic which may infect the Personal Computer / Laptop / mobile phone of the ACT subscriber, since ACT has no control over the same. You, the ACT subscriber, assume full responsibility and risk for the use of the services provided by ACT. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all services, products and other information and the quality and merchantability of all merchandise provided through the internet access service offered by ACT. The services by ACT are provided on an "as available" basis only. ACT does not warranty that the services will be uninterrupted, error-free or free from viruses or harmful components. ACT is not liable for any costs or damages that may arise directly or indirectly on account of your using the services provided by ACT, including any direct, incidental, exemplary multiple special punitive or consequential damages in any event including acts of god, lightning strikes, earthquakes, floods, storms, explosions, electricity fluctuation, fires and any natural disasters, malicious damage etc. Further, ACT does not accept any responsibility or blame for any loss (notional or otherwise) that you may claim to suffer on account of any deficiency or delays in the services provided by ACT. ACT also hereby informs the subscriber that their personal details will be provided to the Legal Authorities on demand, without any prior intimation to the subscriber.

13. Declaration

15.1 Subscriber, hereby, certifies that Internet Bandwidth and other services subscribed from Atria Convergence Technologies Pvt Ltd are used as permitted by the Government of India or any other Statutory Authority. Subscriber undertakes that the same shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Further, subscriber agrees and certifies that the infringement or violation of any rules prescribed by Government of India or any other regulatory or statutory authority, if any, shall be solely the responsibility of subscriber and shall indemnify Atria Convergence Technologies Ltd in respect of any liability arising out of such misconduct.

I/We hereby to abide by the provisions of Indian Telegraph Rules in force and as modified/amended from time to time and such other terms and conditions prescribed by Telegraph Authority/ACT. I/We hereby agree that the services will be used purely for private/permitted application. It will not be used to carry any communication, which is not permitted by the rules of Telegraph authority or in violation of above terms and conditions. I/We hereby further agree to extend facility to Telegraph Authority/ACT in order to enable monitoring of the purpose, performance and operation of the services, as and when required.

Customer Signature

14. Termination of Agreement

14.1 Continued use of ACT services, constitutes acceptance of the terms of this agreement in its present form without exception and also includes acceptance of any future revisions to the same. If the 'subscriber' is dissatisfied with the services provided by ACT then the sole and exclusive remedy available to the 'subscriber' is to stop using the services and to terminate the ACT account, under intimation to ACT in writing with 1-month advance notice. This does not absolve the 'subscriber' of any dues which remain and the same remains payable. Agreed contractual charges are payable irrespective of termination and or down gradation. Contract would be revised to new 1-year lock in period from the date upgrade/Price Revision takes place

14.2 ACT also reserves the right to disconnect the services to the 'subscriber' in case of any of a number of reasons, including but not exclusive to negative address verification, non-payment, violation of any terms of this agreement, usage of the service for any illegal or immoral activity etc. ACT is not liable to give the subscriber any advance notice for such disconnection.

15. Jurisdiction

15.1 Any disputes arising out of or related to this agreement will come under be under chennai Civil Court Jurisdiction.

Any, dispute controversy or claim arising out of or relating to this service arrangement, or the breach, termination, existence or invalidity thereof, shall be referred to a sole arbitrator appointed by ACT. Customer shall not challenge the nomination of the arbitrator on the ground that the nomination is made by ACT. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitration shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be at Chennai on mutual understanding.

Customer Signature



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DECLARATION

I/We, the subscriber, hereby confirm having read all the above terms and conditions, SLA Agreement, Declarations and also confirm my understanding acceptance in full of the same, without exception. Our subscribing to the services provided by ACT constitutes a total acceptance of the Terms of ACT's service of

Please check to certify that Internet Bandwidth subscribed from Atria Convergence Technologies Ltd, hereafter called ACT are used as permitted by Government of India or any other Statutory Authority. We shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Infringement, if any, is our responsibility and we shall indemnify Atria Convergence Technologies Ltd in respect of any liability arising out of such misconduct.

Please check to certify the nature of business & OSP licenses. We understand that this declaration is required to be true and complete in all respects and confirming that the information declared hereto, is accurate in all respects to the best of our knowledge. We also declare that if there is a status change in any above declared information, it is our responsibility to update you of the same. Further, we accord our consent to allow periodic inspection to validate the network diagram provided by us, as required under the rules of OSP registration (if applicable)

This agreement is in force as long as the Leased line connectivity provided by ACT to _____ with offered 99.50% uptime

contracted via Proposal dated against ACT offer PO Dated _____ is in effect. Any change / Upgrade/ Downgrade to this connection do not affect agreement, unless the connection is completely deactivated.

Whereas:

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

Note:

- (i) Please sign the Terms & Conditions, Declarations, Annexures documents and CAF
- (ii) In case of Proprietor firm or Partner Ship firm, please provide ID & Address proof of the Proprietor and Partners
- (iii) OSP registration details are available on <http://www.dot.gov.in/>
- (iv) Please ensure OSP certificate is valid & the addresses on the certificate and installation address are the same, Proprietor Firm, Partner Ship Firm are not authorized for OSP license.
- (vi) All communication & bill shall be delivered to the billing address provided.

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For and on behalf of

Atria Convergence Technologies Ltd.

For and on behalf of

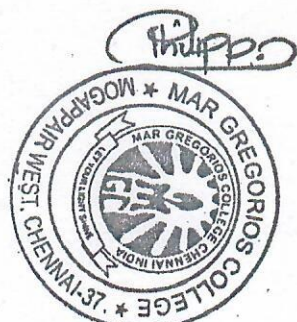
Company Name: _____

Signature of the Authorized Signatory
(Please affix office/company seal)

Signature of the Authorized Signatory
(Please affix office/company seal)

Name:
Designation:
Place: Chennai
Date:

Name:
Designation:
Place:
Date:



Customer Signature

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