

## **Service Level Agreement**

This Agreement is entered into this 5<sup>th</sup> day of March, 2018 between **ShreeNortheast Connect & Services (P) Ltd** (hereinafter referred to as 'NE-CONNECT') having its registered office at 4th Floor, Apsara Palace, Opp. SBI Chandmari Br. M.R.D Road, Chandmari, Guwahati, Assam, Pin-781021.

And

University of Science and Technology, Meghalaya having its registered office at

Killing Road, 9th Mile Ribhoi Meghalaya 793101 India (hereinafter referred to as 'Customer')

Whereas NE-CONNECT is, a Category 'B' ISP in India, engaged in the provision of Internet Services as defined under the License Agreement for Provision of Internet Services issued by the Government of India under license number **DS-11/80/2016-DS-III, Dated-03.06.2016**.

Whereas Customer wishes to avail NE-CONNECT's Internet services (thereafter referred to as 'Service') for the purpose as described in Annexure A and whereas NE-CONNECT has agreed to the provision of service to meet Customer's requirement on terms and conditions stated herein below, as mutually agreed by NE-CONNECT and Customer.

### **Period and Duration of Agreement**

This Agreement is valid unless terminated as per "Disconnection Term" and "Exit Policy" mentioned elsewhere in this Agreement.

**Service will in no case, begin before signing of this Agreement by both parties.**

### **SERVICE FEATURES:**

As per Schedule 1

### **SERVICE DEFINITION**

As per Schedule 1

### **CUSTOMER'S OBLIGATIONS:**

Customer shall:

1. Arrange for last mile connection from the local vendor or any Basic Service Provider (BSO).
2. Allow personnel of NE-CONNECT or Vendor so authorized to install equipment as also lay necessary cables for the connectivity.
3. Arrange for installation of CPE (Customer Premises Equipment) at a safe place free from dust, humidity and heat, preferably in an air-conditioned environment in case that is required by NE-CONNECT.
4. At the said Customer premises, Customer shall allow necessary access for maintenance activities of such equipment whenever required by NE-CONNECT.
5. Arrange for un-interrupted and regulated (Sine-wave) power supply for NE-CONNECT equipment of specifications supplied by NE-CONNECT, if the equipment has been installed by NE-CONNECT.
6. Understand that the Internet Access is governed by ISP, Gateway and other applicable licenses and laws of Indian Government. Any infringement would result in termination of services without any notice. This will be in addition to any action taken by the Government, or under the Law.
7. Understands that NE-CONNECT is holder of a valid ISP License from Department of Telecommunications which specifies terms and conditions under which Access to

Internet and Internet Telephony can be allowed through NE-CONNECT's PoP (Point of Presence). A copy of License Agreement for provision of Internet Service DS-11/80/2016-DS-III, Dated-03.06.2016 issued by DoT, Government of India to NE-CONNECT, is enclosed herewith as Annexure A. Customer shall read this License carefully and ensure compliance to such license conditions and laws. Any infringement would result in termination of services without any notice. This will be in addition to any action taken by the Government, or under the Law.

8. Understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer accesses such material at his own risk. NE-CONNECT has no control over and accepts no responsibility whatsoever for such materials. Customer shall also not use the services for any antinational activity.
9. Not use the Internet connectivity provided by NE-CONNECT other than the purpose mentioned in Schedule 1.
10. Understands further that under no circumstances shall NE-CONNECT, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use the services or to access the Internet or any part thereof, or Customer's reliance on or use of information, services or merchandise provided on or through the service, or that results from mistakes, omission, interruption, deletion of files, errors, defects, delays in operations, or transmission, or any failure of performance.
11. Must make payment to NE-CONNECT within 7 days of date of the invoice. Invoices will be sent invariably by NE-CONNECT by 1<sup>st</sup> of every month to Customer. In case the invoice is lost in transit and/or not received by Customer by 2<sup>nd</sup> of each month, Customer will make payment based on previous month's invoice and intimate NE-CONNECT of non-receipt of invoice. Any adjustments, if necessary, will be made in the following month's invoice.
12. Pay the royalty to WPC and all other statutory fees or charges to make the service operational.
13. Not resell the bandwidth/connectivity provided by NE-CONNECT until and unless otherwise agreed separately with NE-CONNECT in writing as an addendum to this Agreement.

#### **CUSTOMER CARE CENTRE (CCC)**

An escalation chart will be sent to the customer along with contact details and email addresses. Customer is required to contact CCC only and no other department or employee of NE-CONNECT and obtain a fault booking docket number within 30 minutes of the fault found. This will be quoted for all communication regarding the fault. CCC will contact relevant department of NE-CONNECT and keep Customer apprised of progress of repair.

#### **SERVICE AVAILABILITY**

Service Availability is the percentage of time service is available to NE-CONNECT network from NE-CONNECT side of Service Boundary. This will exclude outages of less than 15 minutes each, scheduled outages and also shut down / failure external to NE-CONNECT network. This will also exclude failure of service due to failure of power of correct rating and specifications arranged/provided by Customer for NE-CONNECT equipment at his premises. It will exclude service deficiency due to damage to NE-CONNECT equipment due to physical damage beyond NE-CONNECT control as also incorrect power supplied. Service Availability will be averaged every quarter.

NE-CONNECT will suspend services for operational reasons such as maintenance or due to an emergency. In such case NE-CONNECT will notify the nature of emergency or maintenance and reasons thereof to Customer as soon as possible.

NE-CONNECT will make all efforts to ensure Service Availability of at least 99%. For availability less than 99% ('Period'), credits will be given as below.

#### **SERVICE CREDIT**

NE-CONNECT shall provide its Customer service credits for the lapse of service beyond the above mentioned Service Availability.

To establish credit, Customer must report the fault/lapse as mentioned in the para "Customer Care Centre (CCC)".

Where NE-CONNECT does not meet its Service Availability limit on its side of the Service Boundary, Customer may claim compensation as service credits, in terms of equivalent free service usage as follows:

1. Amount of credit given will be double the charges which may have been charged by NE-CONNECT for the Period for which credit is provided.
2. Total cumulative credit availed per annum cannot exceed 1 (One) month.
3. Data held with NE-CONNECT will only be used to determine this.

No credit will be given for suspension of services by NE-CONNECT under clause no. 6,7,8,9 & 11 of 'Customer's Obligations' or for operational reasons such as maintenance, Force Majeure or due to an emergency.

#### **OWNERSHIP**

All hardware equipment including access equipment at Customer's Premises supplied by NE-CONNECT would remain property of NE-CONNECT and Customer will not prohibit authorized employees of NE-CONNECT or Vendor so authorized to access, maintain and replace the equipment or any part thereof installed inside Customer's premises. Customer undertakes not to obstruct removal of the equipment installed inside Customer's premises by NE-CONNECT or Vendor so authorized on NE-CONNECT's written authorization on discontinuation / disconnection of services or termination of service under 'Exit Policy', since the same is the property of NE-CONNECT.

#### **DISCONNECTION TERMS**

1. NE-CONNECT retains the right to disconnect the services immediately under clause 11 of 'Customer's Obligations'.
2. Disconnection by NE-CONNECT can also be affected under clause numbers 6,7,8 & 9 of 'Customer's obligation', without any notice.
3. Any loss of business suffered by Customer due to disconnection affected under clause 1 & 2 of 'Disconnection Terms' will be his own responsibility and so borne by him. Disconnection of service under Disconnection Term 1 & 2 above will not require any notice. Any equipment found damaged or irretrievable or not in working condition as also depreciation for usage will be debited to Customer's account and be payable by him.

#### **EXIT POLICY**

Either of the parties must give 1 (one) month notice for termination of this Agreement without being liable to assign any reason thereof.

#### **ALTERATION POLICY**

If Customer applies for any alteration, with the exception of request for increase in Bandwidth, NE-CONNECT will require Customer to give 1-month notice to terminate the service and make fresh application for the new services. If Customer cancels the application before the alteration work is completed, Customer shall pay to NE-CONNECT applicable charges in respect of the abortive work done.

#### **REPAIR**

Customer Premises Equipment is third party equipment procured by NE-CONNECT for providing connection to Customer. NE-CONNECT shall make all efforts to get this equipment repaired at the earliest and at its sole discretion decide whether a defect in the equipment is to be repaired or the defective part is to be replaced. Customer undertakes not to obstruct or prohibit NE-CONNECT or Vendor so authorized on NE-CONNECT's written authorization to take the equipment or any part of it from Customer premises thereof for rectification to its service center when deemed so necessary by NE-CONNECT at its sole discretion. All defective parts after replacement and other replacements become the property of NE-CONNECT, Customer having no right over them whatsoever.



#### **REGULATORY CLEARANCES**

Customer shall undertake all necessary Government permissions, clearances and approvals to make the service operational beyond the service boundary defined before.

#### **CIVIL WORKS**

Civil Engineering works, if any, shall be the responsibility of Customer. Customer will ensure that necessary formalities for undertaking such works are obtained from the property owners and local authorities, wherever necessary.

#### **CONFIDENTIALITY**

Both Parties hereby acknowledge and agree that, in connection with their performance of their respective obligations and duties hereunder, they will communicate to each other, orally and in writing, information regarding their Company and Products, including, without limitation, research and technological information, trade secrets, marketing, financial, and sales information and business strategies, all of which are confidential and proprietary to them ("Confidential Information"). Parties agree to hold such Confidential Information in confidence and each of them shall not, without the express prior written consent of other, disclose any part thereof to any third party except its employees having a need to know such Confidential Information in connection with their performance hereunder. Parties shall not otherwise use the Confidential Information for its own commercial advantage or that of any other person or entity.

#### **ARBITRATION**

All disputes, differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by binding arbitration. The Venue and jurisdiction for such arbitration shall be Delhi and all proceedings shall be conducted in English language.

The Arbitration herein above stated should be conducted in accordance with Arbitration and Conciliation Act of 1996. A party seeking to commence Arbitration under the clause shall first serve a written notice (an "Arbitration Notice") specifying the matter or matters to be so submitted to arbitration on the other party hereto. The award rendered by the Arbitrator/Arbitration shall be final and conclusive on both the parties and shall be subject to forced execution in any court of competent jurisdiction exclusively in Delhi.

#### **APPLICABLE LAWS**

The laws of India shall govern this Agreement. The parties shall submit to the exclusive jurisdiction of Courts in Delhi. Customer shall abide by all the applicable laws, rules and / or regulations and shall keep NE-CONNECT indemnified against any damage, loss and claims arising out of its negligent acts or omissions. Customer must indemnify NE-CONNECT against any claims or Legal Proceedings arising from provision of Services, which are brought against NE-CONNECT by any one using the services under or through Customer because:

1. The service is used in breach of terms /conditions in the Agreement.
2. The service is faulty and cannot be used by a 3<sup>rd</sup> Party.

#### **BINDING**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

#### **SEVERABILITY**

The invalidity of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

#### **MODIFICATIONS TO AGREEMENT**

Schedule 1 is an integral part of this Agreement. Any and all amendments, changes, revisions, alterations and discharges of this Agreement, in whole or in part, and from time to time, shall be

binding upon the parties despite any lack of legal consideration, so long as it shall be in writing and executed by all of the parties hereto.

#### **NON-WAIVER OF PERFORMANCE**

The failure of either party hereto to enforce at any time, or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

#### **COMMUNICATION**

Any notice, request or communication that a party to this Agreement is required or may desire to give to the other hereunder shall be in writing and may be served to the other party's address, as mentioned elsewhere in this Agreement, by (1) Registered Post, (2) Fax or (3) E-mail.

#### **SURVIVAL**

Following Clauses survive this Agreement:

1. 6,7,8,9 and 11 of "Customer's Obligation",
2. 3 of "Disconnection Terms",
3. Confidentiality,
4. Arbitration,
5. Applicable Laws

#### **FORCE MAJEURE:**

NE-CONNECT shall not be responsible or liable for any failure on its part to fulfill its obligations contained herein if such failure is on account of a force Majeure event. Force Majeure shall mean such unforeseeable occurrences beyond the reasonable control of a party such as:

1. Acts of God, natural catastrophes, frequency interference from external source, epidemics, earthquakes;
1. Strikes and blockades; either by NE-CONNECT personnel or other affecting Services.
1. War or war-like conditions, mobilization, revolutions or riots, acts of public enemy, sabotage, terrorism;
1. Restriction by or actions, omissions or interventions of Indian public authorities (including but not limited to changes in laws, regulations or import / export, security restrictions).
5. Disconnection or deterioration of service by NE-CONNECT's vendor.
6. The party who wishes to plead Force Majeure shall inform the other party on the effect of Force Majeure has on the fulfillment of the Agreement.

#### **GENERAL EXCLUSIONS**

The following general exclusions govern each service level guarantee unless otherwise specified within the individual service level guarantee:

1. Network downtime that Customer did not report to NE-CONNECT within 30 minutes. Please also see "Service Credit".
2. Network outages at Customer end.
3. NE-CONNECT network maintenance and reorientation with prior notification.
4. Any unauthorized acts, use of the service, or omissions by Customer affecting NE-CONNECT ability to provide Service, by Customer or user of the service authorized by Customer.
5. Reasons of Force Majeure mentioned above.
6. Power breakdown or similar effects due to unregulated mains supply or environmental hazards at Customer's premises.
7. Typhoons, hurricanes damaging the Antenna and associate equipment.

#### **PRICE SCHEDULE**

Customer agrees to the prices mentioned in Price Schedule of Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed and delivered these on the date first herein above mentioned.

**(On behalf of NE-CONNECT)**

Name: Bhaben Talukdar  
Title: Director  
Phone No: 8011310434  
Email: bhaben@neconnect.in

**(On behalf of Customer)**

Name:  
Title:  
Phone No:  
Email:

**Schedule 1**

1. **Customer's Purpose of availing Service:**  
Day to day official work and campus wifi
2. **Installation Address:** Kiling Road, 9th Mile Ribhoi Meghalaya 793101 India
3. **Name of Contact Person:** Mr. Shamim Goney **Mobile Number:** 98640-26097

4. **Service Features:**

- |                                      |                 |
|--------------------------------------|-----------------|
| i. Quantity of Bandwidth:            | 1 Gbps          |
| ii. Date of commencement of service: | 01/04/2018      |
| iii. Date of start of billing:       | 15/04/2018      |
| iv. IP addresses:                    | 103.68.52.164   |
| v. Subnet mask:                      | 255.255.255.252 |

5. **Price Schedule:**

- i. Recurring charges for bandwidth including router rental is Rs. 22,50,000.00 per annum (Rupees Twenty Two Lac Fifty Thousand per annum only) payable in advance along with GST (as applicable) on monthly basis.
- ii. The prices mentioned in this Agreement are exclusive of any present or future federal, state or local excise, sales gross receipts, Service taxes or value added tax or similar charge, duty or levy.
- iii. The Prices are valid during tenure of this Agreement, unless changed with a written notice from one party to the other and duly accepted by the other.

All delayed payments shall be subject to interest payable at the rate of 22 % (Twenty Two percent) per annum on the outstanding amount and shall be payable from the due date to actual realization.

**(On behalf of NE-CONNECT)**

Name: Bhaben Talukdar  
Title: Director  
Stamp:



**(On behalf of Customer)**

Name: SHAMIM GONEY  
Title: DY. REGISTRAR  
Stamp:

