# SERVICE LEVEL AGREEMENT – INTERNET LEASED LINE

# POWERED BY BHARTI AIRTEL

1. **INTRODUCTION**

This SLA describes the Service Levels applicable to the Enterprise Internet Service. Non-achievement of a Service Level may entitle Customer to receive credits, or other remedies, each as set out in this SLA.

# DEFINITIONS

The following terms and references shall have the meanings defined in this Clause 2 solely as used in the context of Enterprise Internet Service. The terms defined in this Clause 2 shall supersede any conflicting definition set forth elsewhere in this document.

* 1. **“Enterprise Internet Service” or “Service”** shall mean that the Customer shall get an uncompressed and Non-blocking Internet Port (1:1) equivalent to the bandwidth subscribed by the customer.
  2. **“SLA or Service Level Agreement”** means the guaranteed service level sets out herein.
  3. **“Latency”:** The latency is defined as round trip delay between CloudI Internet Gateway Router in India and terminating point of CloudI network on the upstream service provider. This would be measured using 1000 packets of 64-byte size
  4. **“Fault”** means a failure or malfunction within the operation of CloudI’s Network wherein the Customer is not able to use the Service. Faults do not include the unavailability of the CloudI Network during Scheduled Maintenance.
  5. **“Month”** means a calendar month.
  6. **“CloudI IP Network Backbone” or “Network”** means CloudI owned and operated Internet Protocol (IP) routing infrastructure consisting of CloudI’s Internet PoPs to carry the Internet traffic, excluding public networks and CPE Routers.

* 1. **“PoP”** means point of presence of the CloudI’s Network where CloudI has setup its connectivity equipment to provide Internet service, such nodes being deployed at such times and places as determined by CloudI.
  2. **“Network Unavailability”** shall mean the percentage equal to the total number of minutes in a Month during which an CloudI Enterprise Internet Service circuit is not available to exchange data between the Customer and the global Internet due to a Fault, divided by the total number of minutes in a Month. Network Unavailability is calculated commencing with the date and time on which the Customer reports the Unavailability to CloudI and ending upon the time when service is restored by CloudI.
  3. **“Packet Drop”** means the percentage of IP packets transmitted between two designated PoPs on the CloudI IP Network Backbone that are not successfllyu delivered, as measured on monthly average basis. Packet drop shall be measured by an extended ping test using 1000 packets of 64-byte size. The designated

measurement of Packet Drop shall be the CloudI Internet gateway router in India and the Terminating point of CloudI IP Network Backbone on the upstream service provider.

* 1. **“Scheduled Maintenance”** shall mean any preventive, routine or planned maintenance which is performed by CloudI on its network which CloudI reasonably believes is necessary in order to prevent or remedy a defect which may affect Customer’s use or access to the Service. Customers shall allow CloudI to carryout planned maintenance activities as and when required. CloudI shall endeavor to give Customer at least five (5) calendar days' notice of any Scheduled Maintenance event and shall endeavor to plan the maintenance activities at a time agreeable to the Customer. However If the scheduled maintenance is due to third party dependencies, then CloudI shall notify the Customer as per the notice received from such third party.
  2. **“Emergency Maintenance”** shall mean maintenance other than Scheduled Maintenance that has to be done immediately to restore the Service without any prior notice to Customer.
  3. **“Ticket”** means the documentation initially created by CloudI when a Fault is reported, as well as the set of actions taken or to be taken by CloudI to remedy a Fault condition. Tickets are opened reactively when Customer reports a Fault, or proactively when CloudI’s internal monitoring systems detect a Fault and issues an alarm.
  4. **“MTTR”** shall mean the maximum time to respond to the Customer after diagnosing the problem.
  5. **Installation and Testing**: Upon customer’s receipt of a connection notice in respect of a service, Customer will have 48 hours to test the service and notify supplier in writing of its acceptance or non- acceptance of the service. Customer may only reject the service on the basis that the agreed technical specifications for the service have not been met. If Customer notifies supplier of its non-acceptance, further test of the service will be conducted and a new connection notice will be delivered to customer, provided that notwithstanding anything herein to the contrary, following will constitute deemed acceptance of the service:

1. Failure to notify supplier of its non-acceptance of the service within the foregoing time period; or
2. Use of a Service in commercial operations.

# SERVICE LEVEL GUARANTEE

* 1. Unless Customer has been notified of Network Unavailability by CloudI, Customer shall have notified the CloudI helpdesk of such Network Unavailability promptly during such Network Unavailability. During each such incident the Customer has to open a Ticket with CloudI, which shall be quoted for future references. Problem reporting (Ticket Opening) and problem resolution (Ticket Closing): CloudI operates a Centralized Global 24x7 Helpdesk in India. For reporting problems, Customer has to call up Helpdesk and report the details of the problems faced. Customer shall provide all relevant details like the unique circuit ID provided by CloudI at the time of circuit commissioning, billing code, the exact way by which Customer concluded that problem exists, CPE details, contact details of the person and any other information which shall be helpful in resolving the problem. The Ticket number as allotted by the system will be issued to the Customer.

Customer needs to quote this Ticket number to know the status of his query till the Ticket is closed. The Ticket shall be closed by CloudI on a phone call to Customer. In case of unavailability of Customer, it will be communicated and recorded through an e-mail to Customer and Ticket will be closed. This Ticket number will

be the reference database for SLA claim process and any such claim without a Ticket number will not be accepted by CloudI for SLA settlement.

# SLA MATRIX AND TIER STRUCTURE

* + 1. For the purpose of SLA, supplier has classified various nodes in its IP network in a TIER structure. The TIER structure for the purpose of this SLA shall be as follows:

|  |  |  |
| --- | --- | --- |
| Tier 1 | 99.50% | Delhi, Mumbai, Chennai, Hyderabad, Bangalore, Ahmedabad |
| Tier 2 | 99.20% | Bhopal, Chandigarh, Jaipur, Kolkata, Lucknow, Ludhiana, Nagpur, Pune, Raipur, Ranchi, Surat, Trivandrum, Vishakapatnam (Vizag) |
| Tier 3 | 99% | All other PoPs |

* + 1. **The Service Level Guarantee (SLG) table** for the purpose of this SLA shall be as per Table 1.0. Under normal conditions (No cable or network outage), CloudI shall ensure that following parameters are delivered to Customer.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 1.0: SLA Matrix for Enterprise Internet Access** | | | |
| **Node Type in India** | **Monthly Network Availability** | **Round trip delay between customer edge router at supplier node and supplier’s edge router towards upstream provider in USA** | **Packet Drop** |
| Tier1 | ≥ 99.5% | ≤ 325 ms | ≤ 1.0% |
| Tier2 | ≥ 99.2% | ≤ 350 ms | ≤ 1.0% |
| Tier3 | ≥ 99% | ≤ 350 ms | ≤ 1.0% |

* + 1. **Network Availability Guarantee Remedy:** In the event the Customer experiences network unavailability; During a Month in excess of the guaranteed SLG (Table 1.0), the Customer may receive service Credit as per Service credit table in Table 3.0.

|  |  |  |
| --- | --- | --- |
| **Table 3.0 : Service Credit Matrix** | | |
| **Node Type in India** | **Cumulative Network unavailability in a month beyond the guaranteed network availability (Hrs)** | **Service Credit (% of MRC)** |
| Tier1 | 0-3.6 | Nil |
| 3.61-12 | 3.33% |
| 12.1-31 | 6.66% |
| > 31 | 9.99% |
| Tier2 | 0- 5.76 | Nil |
| 5.77-19 | 3.33% |
| 19.1-38 | 6.66% |
| > 38 | 9.99 |

|  |  |  |
| --- | --- | --- |
| Tier3 | 0-7.2 | Nil |
| 7.21-26 | 3.33% |
| 26-45 | 6.66% |
| > 45 | 9.99% |

# Internet Latency and Packet Drop Guarantee

Supplier guarantee an average latency as per SLA matrix in table 1.0 on optical cable fiber communication links between India and terminating point of supplier network on the upstream peering points.

Round Trip delay should be measured between customer edge router at supplier node and supplier’s edge router connected to upstream peering provider.

Supplier guarantee that average packet loss shall not be more than as per SLA matric in table 1.0 on the supplier network during any calendar month.

# Internet Latency and Packet Drop Guarantee Remedy

The service credit will be calculated on the cumulative degraded network performance time on both Internet Latency and packet drop over a period of one calendar month. No credit under this section will be given during the network unavailability time.

The service credit for degraded network performance in a calendar month shall be as per table 4.0 below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 3.0 : Service Credit Matrix** | | |  |
| **Node Type in India** | **Degraded network performance parameters** | **Cumulative degraded network performance in a calendar month beyond committed network availability**  **in Hours** | **Service Credit (% of MRC)** |
| Tier1 | Latency > 325 ms and / or Packet drop > 1.0% | 0-7 | Nil |
| >7 | 3.33% |
| Tier2 | Latency > 350 ms and / or Packet drop > 1.0% | 0-7 | Nil |
| >7 | 3.33% |
| Tier3 | Latency > 350 ms and / or Packet drop > 1.0% | 0-7 | Nil |
| >7 | 3.33% |

# A picture containing text, sign, outdoor Description automatically generatedSERVICE CREDIT CLAIM PROCESS

* 1. To initiate a claim for Service Credit with respect to the Network Availability Guarantees, Customer shall submit a completed Service Credit Request Form within seven (7) business days after the end of the month during for which the event occurred which gives rise to the claim for Service Credit.
  2. The claim for Service Credit must include the following information:
     1. Customer Name and contact information
     2. Product / Service type
     3. Ticket number, Circuit ID, Billing Code and Site details
     4. Date and beginning /end time of outage or failed metric
     5. Brief description of the characteristics of the failed metric
  3. CloudI, in its sole discretion, shall attempt to review all claims within fifteen (15) business days of receipt and will notify the Customer if the Customer's claim is rejected. Service Credits will be issued only for problems caused by circumstances within CloudI's reasonable control and not as a result of any actions or inactions of the Customer or any third party (including Customer equipment and third-party equipment).
  4. CloudI shall issue Service Credit to Customer upon approval of Customer's Service Credit Request. Service Credit will empower Customer to use this subscribed service for an extended time as its entitlement based on calculations done by CloudI.
  5. Service Credit provided for in this SLA assumes compliance by Customer with the terms and conditions of Enterprise Internet Service provided by CloudI as well as government regulatory compliance; the failure of Customer to comply therewith may invalidate CloudI's guarantees provided herein.

# CONDITIONS AND EXCLUSIONS

This SLA and Customer’s entitlement to the remedies set out in this SLA are subject to the following exclusions:

* 1. In no event will Customer be entitled to receive any service credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by:
     1. CloudI's Scheduled Maintenance or Emergency Maintenance;
     2. An interruption during any period when the Customer does not release the service for implementation, testing, maintenance or repair and continues to use the Service on an impaired basis;
     3. Any cut / fault in submarine cable system beyond CloudI’s control. However CloudI may provide service on best effort basis during this period depending on availability of resources;

* + 1. Failure of any Customer premise network equipment, Customer's applications, Equipment provided by Customer or other third party on behalf of Customer;
    2. Failure of Local Loop Domain name service (DNS) issues like non-resolution of sites, etc.
    3. Outages or failures occurring outside of CloudI’s IP Network Backbone (e.g., at peer networks);

* + 1. Failure due to Customer's use of bandwidth in excess of the committed bandwidth.
    2. Acts or omissions of Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the service authorized by Customer or Customer caused outages or disruptions;
    3. Disconnection of service due to non-payment of CloudI's dues;
    4. Force Majeure events, Scheduled Maintenance, environmental conditions, power outages, physical disruption to local loops or cross connects not caused by CloudI, or other reasons beyond Supplier’s reasonable control;
    5. Interconnections to or from and connectivity within other Internet Service Provider (ISP) networks or any other service provider network in India; or abroad or any other interconnection that is considered unauthorized as per the present or future guidelines issued by Govt. of India;
  1. When a Customer account is not in good financial standing with CloudI.
  2. Period during Customer was not available to confirm the service restoration status after fault has been rectified by CloudI.
  3. Time taken by Customer for confirming the service restoration after notification by CloudI about the fault rectification.

*The Customer shall be entitled to the remedies set out in this SLA subject to the following conditions:*

* 1. The remedies contained in this SLA are Customer’s sole and exclusive remedies for any failure by CloudI to provide the Enterprise Internet Service in accordance with the Agreement.
  2. The measurement period for all Service Levels commences on the first day of the Month and ends on the last day of the Month.
  3. The total extension of service offered as service credit shall not be more than three (3) days.
  4. Service Credit claims by the Customer shall not be acceptable for incidences older than thirty (30) days.
  5. *A Force Majeure Event.*

# SERVICE AVAILABILITY MEASUREMENT

Availability is measured per IP circuit as the time ratio during which the circuit is available for use, expressed as percentage option.

Availability is calculated on the OP (Outage period) for each circuit as follows:

*Availability* = *TT* − *TUT* ∗100

*TT*

[%]

Where:

TT = The Total Time (counted over 24 hours per day, 7 days per week) during which the circuit was in operation during that OP.

TUT = the sum of all unavailable periods due to Service Outages (Total Unavailable Time) of the circuit during that OP.

Unavailable periods of the circuit due to Planned Engineering Works (PEW) to Force Majeure events or to any other issues/events mentioned under Clause 5 (Exclusion conditions) shall be not taken into account of TUT.

