**Service Level Agreement**

This Service Level Agreement (SLA) forms part of the Sale agreement between Customer and PPC (Agreement). PPC shall from time to time update the SLA agreement and shall be made available in the website.

This SLA state the Product availability and support that Customer can expect to receive from PPC on Active products for the duration of its life cycle. The support service include telephonic technical support, online technical resolution with remote access, onsite technical resolution and hardware repair or replacement.

## **Scope of the Service Level Agreement**

This SLA applies only to the Product and Services sold by PPC under the brand name of PPC or Opterna. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by PPC. Product warranty agreement terms and End-of-Life policy terms are binding along with the terms defined hereafter in this agreement.

## **Definitions**

As used in this SLA, the following terms shall have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement.

Business Day: 09:00 to 18:00, local time for the contracting PPC entity, not including Saturday, Sunday or a public holidays.

Temporary failure: a lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).

Downtime: the period of time during which the Product is unavailable to Customer to perform its function. However, Downtime shall not include:

* Scheduled Maintenance;
* Temporary failure;
* factors outside of PPC’s control, including any Force Majeure Events;
* failures due to unstable or no input signal;
* failing to follow operating instructions by Customer and its Users; and
* enforcement of state or government Regulations.

Maintenance Hours: Monday to Friday from 00:00 – 04:00 UTC, all day Saturday, and Sunday from 13:00 – 04:00 UTC.

Issue: Any software or hardware failure which causes the product to cease its function to operate in its full capacity or its functions inaccessible

Resolution Time: the time that elapses from the Response Time until the issue is resolved. In the event of a hardware failure, the resolution time starts from the date with which the defective products are received in store with RMA number

Response Time: measures the time that elapses between the receiving of an issue by email or telephone or online ticketing system and the time of commencing work on the issue.

Scheduled Maintenance: planned outages, either suspending service in full or in part, which PPC will endeavour to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during Maintenance Hours.

Ticket: an electronic request sent to PPC by Customer (e.g. requesting a solution to an incident).

## **Term**

This SLA will be effective from product sale date until the Final date of support as per the End-of-Life Policy without further notice and without right to compensation or restitution.

## **Responsibilities**

PPC responsibilities:

* Ensure the relevant Product and technical support services are available to Customer.
* Respond to support requests within timeline provided in the agreement
* Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
* Maintain clear and timely communication with Customer at all times.

Customer responsibilities:

* Use the Product as intended as per the operating manual of the product;
* Notify PPC of issues or problems in a timely manner and as thoroughly as is possible
* Cooperate with PPC in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
* In case of a critical issues, ensure the availability of a sufficient number of skilled Customer employees to cooperate with PPC;
* Provide PPC with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
* Maintain staff with adequate information technology knowledge to fulfil these responsibilities.

## **Response Time and Resolution Time**

In the event of a complaint, PPC is deemed to have responded when it has replied to Customer’s initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer’s request, provide a solution, or request further information. Below given are indicators and the actual Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the issue.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl No | Type of issues | Mode of failure | Response Time (on Business days) | Resolution Time (on Business days) |
| 1 | Highly Critical issues – Headend devices down | Software | Less than 1 hour | 1- 4 hours |
| 2 | Medium level Critical issues – Monitoring & controlling features | Software | Less than 4 hours | 48 hours |
| 3 | Critical issues – CPE related issues | Software | Less than 6 hours | 24 hours |
| 4 | Non critical issues – Feature addition, Integration | Software | 48 hours | Depends on the requirement |
| 5 | Hardware failure – Headend equipment | Hardware | - | 3 business days |
| 6 | Hardware failure – Customer Premises Equipment | Hardware | - | 7 business days |

## **Software Improvements**

PPC will make available to Customer new versions, releases, and updates to the Product to solve defects and/or errors, keep the Product up-to-date with market developments, or otherwise improve (the operation or functionality of) the Product. These improvements may include bug fixes. PPC will only support the products which are not reached its End-of-Life. PPC shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.