

Service Level Agreement

M/s. Kammavari Institute of technology (KSIT) (1st February 2023 to 31st January 2024)

General Network Availability Level

- The General Network Availability Level is the percentage of time an access router in the **City Online** Network is available to the Customer during each Quarter taking into account the number of hours for Scheduled Outages in that Quarter.
- The General Network Availability Level is measured at the Router Port of **City online Services Ltd.**
- **City Online** will use best efforts to ensure that the General Network Availability at its Network is not less than **98.5%**, which is **300Mbps (1.1) Dedicated Bandwidth through Fiber and RF (Subject to availability).**

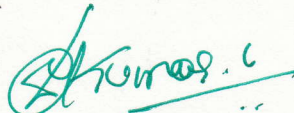
Credits

Any downtime over and above the time period specified, as above. Shall be considered as network downtime and will qualify for credits. Normally, credit will be offered on the basis of providing services 'gratis' to a customer for a period equal to double the agreed period of service level or availability outage. Maximum credit, which a customer will be limited to maximum of 21 days per quarter.

No credit allowance will be made for,

1. Interruptions 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 exercise control.
2. Interruptions due to failure of power, equipment, service or systems not provided by **City Online.**
3. Interruptions during any period in which **City Online** or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
4. An interruption 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.
5. During periods in which a major network component (e.g. Backbone link or gateway switch) is not functioning and the network is in an emergency reroute configuration.




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K.S. INSTITUTE OF TECHNOLOGY
BENGALURU - 560 109.

Unit # 1261, 'A' Wing 14th Floor, Mittal Towers, # 6, M.G. Road, Bangalore-560 001. Phone : 25559728 / 29

Head Office : #701, 7th floor, Aditya Enclave Road, Ameerpet, Hyderabad - 500 038.

Telephone 23757469. www.cityonlines.com

6. When there is any interruption caused by media failure of BSNL / any private Telecom operator/ Radio frequency links or any other. **City Online** shall not be liable for non-performance or down time, of any obligation stipulated in this document, if such non-performance is caused by an event of force majeure that materially impairs its ability to perform its obligations. **City Online** shall give prompt notice to customer 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.

Scheduled Outages

- Scheduled Outages means those occasions when **City Online** performs scheduled Maintenance, upgrades, adjustments, tuning or repairs to its Network and all or part of **City Online** Network is not available at an access port as a result.
- Give the customer a minimum of 1 working day notice of any Scheduled Outages.
- Best efforts to ensure that a Scheduled Outage is performed between 11pm and 6am on Saturdays or Sundays
- Best efforts to ensure that Scheduled Outages will not, in aggregate, exceed 24 hours Per Quarter.

Response and Restoration Times

- Response Time means the period of time between a Service Difficulty in **City Online** Network Being reported to the **City Online** Help Desk by telephone by a customer contact and a Response from **City Online** acknowledging the report of the Service Difficulty.
- Restoration Time means the period of time between a Service Difficulty in **City Online** Network being reported to the **City Online** Help Desk by telephone by a Customer Contact and, if **City Online** Help Desk determines the Service Difficulty is a Fault, the restoration of the service by **City Online**.
- **Response Time:** 4 working hours from the time the customer informs **City Online** Helpdesk.
- **Restoration Time:** **City Online** will make best efforts to rectify the outage within 24 hours from the time of the reported outage.



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On-site Support and maintenance

- **City Online** will provide onsite support maintenance during business hours on business days or at other times as advised by **City Online**.
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Customer Obligations relating to Service Support

Customer must provide

- All information and assistance as is reasonably required by **City Online** in order to enable **City Online** to meet its obligations under this agreement;
- Comply with: the Acceptable Usage policy; and all reasonable directions and instructions of **City Online** in relation to the Customer's use of **City Online** services and the Equipment in accordance with **City Online's** obligations under this agreement;

The Customer is solely responsible for:

- Selecting, supplying, configuring and maintaining (at its expense) its own facilities and Equipment, which includes Customer Equipment.
- The purpose (s) for which the Customer uses Services from **City Online** and the Equipment If any; and
- The content of any data or information which the Customer sends or receives using services of **City Online** or the Equipment, if any.

City Online Help Desk

- Service Difficulties can be reported 24 hours a day, seven days a week.
- Customers can contact the **City Online** Help Desk on the following numbers:

Bangalore: 080-22268102 / 080-22268103 / 080-22268104 / 080-22268104

- Failure to contact the appropriate number may result in a delay in handling the Customer's Service Difficulty for which City Online is not responsible.



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Others

- **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.
- **Remedies Shall Not Be Cumulative; Maximum Credit:** In the event that Customer is entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event.
- **Payment of charges:** It would be responsibility of subscriber to make advance payment of the Internet Services as prescribed. **City Online** would disconnect the service in case of non-receipt of Advance payment without giving any notice to subscriber.

All the Terms & Conditions mentioned in the Purchase Order are valid and applicable with this SLA.



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