Matrusri Engineering College
(Sponsored by : MATRUSRI EDUCATION SOCIETY, Estd: 1980)
(Approved by AICTE, Affiliated to Osmania University)
16-1-486, Saidabad, Hyderabad - 500 059. Ph : 040-24072764
Email : principal@matrusri.edu.in , www.matrusri.edu.in

4.3.3Bandwidth of internet connection in the Institution

Index

S.No	Description	PageNo
1	Internet Bill	2
2	E-copy of Agreement with service provider for the latest academic year.	3-10

fibertel giganet

Invoice

Invoice from	Invoice to	Customer Information	
PIONEER ELABS LIMITED Pioneer Towers , Plot No.16, Software Units Layout, Madhapur (Hitech-City) Hyderabad-500081 GSTIN : 36AACCP0461F1ZR	Matrusri Engineering College Address: 16-1-486, Saidabad, Hyderabad, Telangana 500059 Phone: +91-040-24072764 GSTIN : 36AAATM2433P1ZC	Customer No User Name Order No Invoice No Billing Date Due Date Billing Period 01/09/2020 To 30/11/2021	2485250 mecs 6954 6897 02/12/2020 02/12/2020

Invoice breakup

Description	Quantity / Months	Unit cost	Total
60Mbps (BANDWIDTH) COMMERCIAL PLAN_LEASE LINE	3	27118.66	81355.98
		CGST @ 9% (+)	7322.03
		SGST @ 9% (+)	7322.03
		GRAND TOTAL	96000.01
		ROUNDED AMOUNT	96000.00
		BALANCE	0.00

This is a computer generated invoice. No signature required

Principal
Matrusri Engineering College
Saidabad, Hyderabad.

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16-2-836, Rahmathkada
Press Colony Main Road
Saidabad, Hyderabad-500059
Telanganna
Phone : +91 8799449999
www.giganet.asia

SERVICE LEVEL AGREEMENT - ENTERPRISE INTERNET SERVICE

1. Service Level Commitment

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, FIBERTEL 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.

The SLC provided hereunder may be withdrawn or amended by FIBERTEL with 7 days' notice unless the change in SLC is mandated by Government of India or any statutory or regulatory body thereof, without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 FIBERTEL to the Customer.

In the event that FIBERTEL fails to meet the Service Level(s), then subject to the terms and conditions herein contained, FIBERTEL shall bear penalty within the scope of this Agreement.

2. The Scope of this Agreement

This agreement covers Enterprise Internet service from FIBERTEL for both Dedicated Internet Bandwidth and Shared Internet Bandwidth.

FIBERTEL agrees to bear penalty on any Violations of the Service Levels within the scope of the Agreement. Any damag- es indirect or consequential- sustained by any Customer/Partner/ Affiliate of the Customer shall not be covered by this Agreement.

FIBERTEL will constantly monitor the Network Performance and provide the Customer the committed Service Levels on the parameters mentioned in this Agreement.

FIBERTEL 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 Penal- ty or damages arising because of such events would not form part of this Agreement.

FIBERTEL 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.

The SLA Target Objectives and Penalty Claims will only cover the FIBERTEL IP Backbone. Any third party services used in conjunction with FIBERTEL IP Backbone to provide service to the Customer will not be covered under the Target Objectives and Penalty Claims.

The billing will starts 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.

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Customer Signature
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sri Engineering College
d, Hyderabad-58

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3. Service Level Commitment Parameters

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

Average Round Trip Delay or Latency

Network Availability
Packet Delivery

4. Planned Outages

Planned preventive network maintenance may be scheduled by FIBERTEL at any time.

Where possible, all planned outages will be carried out during maintenance window between 02:00 hrs. to 06:00 hrs. and FIBERTEL will inform by Phone, email or fax about maintenance activity to customers at least 72 hours in advance.

In case of emergency and customer services are affected partially or fully, FIBERTEL will evaluate the critical ness and carryout maintenance to restore service immediately with prior notice

Customers shall allow FIBERTEL to carryout maintenance activities as and when required. FIBERTEL will carry out repair and maintenance activity on receipt of confirmation from customers.

5. Problems & Violation Reporting Process

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.

FIBERTEL's Helpdesk uses an in-house developed Trouble Ticket system called the Customer Complaint System (CCS).

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

Company name

Name and contact details of person reporting the problem, in case they are different from ones in FIBERTEL's database

Customer User Name

Description of problem

Results of troubleshooting tried

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 FIBERTEL upon resolution of the problem and telephonic confirmation of same to the customer. In case, the customer in not reachable through telephone, same will be communicated via e-mail and recorded for closing the Trouble Ticket.

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. Customer may refer to the Escalation Matrix in case the problem is not resolved within the prescribed timeframe.

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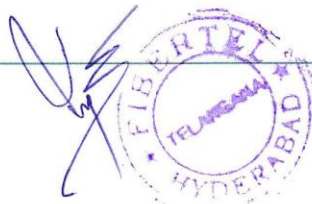
6. Penalty Clause:

FIBERTEL 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, FIBERTEL 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
	99.00 % to 98.50 %	1:1
Degradation of Service	98.49 % to 98.00 %	1:1.125
	Less than 98.00 %	1:1.5

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

1.5 hours

7. Disputes & Settlement Process

Where any dispute arises between the Parties concerning or in any way arising out of this Agreement or the perfor- mance 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.

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 endeavour to resolve the Service Level Dispute in good faith.

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

8. Confidentiality

The Parties acknowledges 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 affiliat- ed companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-pub- lic 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 agrees 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 propri- etary and confidential information of their obligations to keep such information confidential.

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

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,

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Principal
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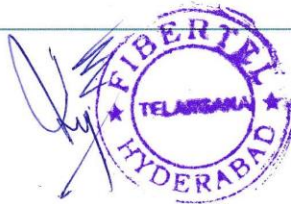
threatened or actual.

This provision shall survive termination and expiration of the Agreement.

9. Suspension of Service on Regulatory Violations

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

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 wilful 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.

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 Fibertelion, 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 defence if it so chooses, provided that the other Party controls such defence 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 indem- nifies FIBERTEL 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 Fibertel 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 to the total time 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 43200 minutes is the total time. Total uptime will be 99% of 43200 minutes.

Exceptions:

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

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 FIBERTEL. (iv) Faults reported by the Customer but no fault is found or confirmed by FIBERTEL. (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 FIBERTEL. (vii) The periods when interruptions are caused by events beyond FIBERTEL's reasonable control - Incidents of disaster and Force Measure.
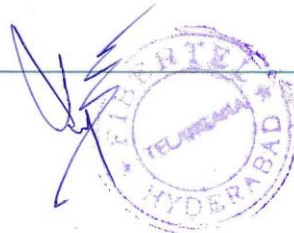
Measurement:

Network Availability = (Total Available time taken - Total outage time) / Total Service Time Period

The Allowance is the sum of complete Outage in service availability time in minutes for an IP Port that

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is unable to provide the service subscribed by the Customer. During such Outage Time said IP Port is not capable of transmit- ting 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 FIBERTEL for testing action, to the time at which FIBERTEL returns or attempts to return said IP Port to the Customer. If during testing action, FIBERTEL 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.

Parameter	Service Level	SLA Violation Trigger
Network average availability	99 %	Duration of Network Unavailability exceeds 30 minutes continuously

Average Round Trip Delay (or Latency)

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

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 FIBERTEL'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 FIBERTEL's Router.

Measurement:

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

The measurement frequency is fifteen (15) minutes.

The measured data from the Gateway Router is collected by FIBERTEL's Network Management

System.

Service Level:

For Dedicated Internet bandwidth

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

Service Uptime%

Packet Delivery

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

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

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Measurement:

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

Presently, FIBERTEL 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.

Service Level

Parameter	Service Level	SLA Violation Trigger
Backbone monthly network packet delivery	99 %	Duration of packet loss exceeds 30 minutes continuously

12.   Disclaimer

The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. FIBERTEL 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. FIBERTEL is not responsible for virus/malicious traffic which may infect the Personal Computer / Laptop / mobile phone of the FIBERTEL subscriber, since FIBERTEL has no control over the same. You, the FIBERTEL subscriber, assume full responsibility and risk for the use of the services provided by FIBERTEL. 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 FIBERTEL. The services by FIBERTEL are provided on an "as available" basis only. FIBERTEL does not warranty that the services will be uninterrupted, error- free or free from viruses or harmful components. FIBERTEL is not liable for any costs or damages that may arise directly or indirectly on account of your using the services provided by FIBERTEL, 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, FIBERTEL 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 FIBERTEL. FIBERTEL 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

Subscriber, hereby, certifies that Internet Bandwidth and other services subscribed from Atria Convergence Technologies 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/FIBERTEL. I/We hereby agree that the servic- es 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/FIBERTEL in order to enable monitoring of the purpose, performance and operation of the services, as and when required.

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Customer Signature
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14.   Termination of Agreement

Continued use of FIBERTEL 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 FIBERTEL then the sole and exclusive remedy available to the 'subscriber' is to stop using the services and to terminate the FIBERTEL account, under intimation to FIBERTEL 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.

FIBERTEL 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. FIBERTEL is not liable to give the subscriber any advance notice for such disconnection.

15.   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 mutually appointed by the Parties herein. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Fibertel, 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 Hyderabad and the Courts at Hydera- bad shall have exclusive jurisdiction over the subject-matter of this Agreement.

15.   Declaration

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

Please check to certify that Internet Bandwidth subscribed from Atria Convergence Technologies Ltd, hereafter called FIBERTEL are used as permitted by The Government of India or any other Statutory Authority. We shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Infringement, if any, shall be 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 licences. We understand that this declaration is required to be true and complete in all respects and we are 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 of the above declared information, it is our responsibility to update you of the same. Further, we accord our consent to allow periodic inspec- tion 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 FIBERTEL to MATRUSRI ENGINEERING COLLEGE with offered 99% of SLA as contracted via Proposal dated against FIBERTEL offer PO Dated 2/11/2019 in effect. Any change / Upgrade/ Downgrade to this connection do not affect this agreement, unless the connection is completely deactivated.

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

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Customer Signature

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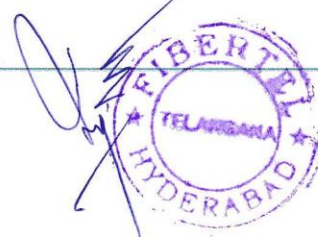
and Partners. *(iii)* OSP registration details are available on http://www.dot.gov.in *(iv)* Please ensure OSP certificate is valid & the addresses on the certificate and installation address are the same, Proprietor Firm, Partner Ship Firm are not authorized for OSP license. *(v)* All communication & bill shall be delivered to the billing address provided.

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For and on behalf of
Fibertel Giganet

B.N.RAJU
Manager

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

Name: Designation:

Solutions Place: Hyderabad Date:

For and on behalf of
Company Name:
MATRUSRI ENGINEERING COLLEGE, SAIDABAD, HYDERABAD 500059.

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

Name: Designation:

Solutions

Place:

Hyderabad

Date:

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Principal
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