

## **Service Level Agreement for IP Bandwidth Connectivity:**

Peerex Networks Ltd. is a licensed International Internet Gateway (IIG) operator in Bangladesh providing Submarine Cable and Terrestrial based internet bandwidth and other services as defined in IIG Licensing Guideline. This SLA will be executed if and only if the service order is executed and the signed SLA will represent that both the Customer and Peerex Networks Ltd. agrees to the terms and conditions set forth in the agreement. This SLA covers IP Bandwidth services only and is valid for the contract period as per executed Service Order. The terms and conditions of this SLA can be altered, modified or amended with subject to mutual agreement between the parties.

Peerex Networks Ltd. operates a fully automated Support Request System (SRS), which is available via the Internet, by email, and by telephone 24 hours per day, 7 days per week. Peerex Networks Ltd.'s qualified personnel monitor the SRS, and manage the fault resolution process cooperating with the upstream provider's Network Operation Centre (NOC).

### **1. Definition:**

#### **1.1 Network and Service Availability/ Uptime:**

Network availability is defined as being able to access the end-to-end links of the network. Link unavailability shall not include scheduled and preventive maintenance duly notified by Peerex Networks.

Link shall also not be considered to be unavailable for reasons attributable to:

- a) Failure of customer's applications, equipment, or facilities.
- b) Acts of omissions or commissions of customer, or any use or user of the service by customer which are unauthorized under this agreement.
- c) Period during customer was not available to confirm the service restoration status after fault has been rectified by Peerex Networks.
- d) Time taken by customer for confirming the service restoration after notification by Peerex Networks about the fault rectification.
- e) Any delay in obtaining access into customer premise for problem resolution.
- f) Interruptions due to failure of equipment or local loop provided by customer or other third party on behalf of customer.
- g) Outage/Managed/Unmanaged Downtime in Submarine/Terrestrial Cable.
- h) Force Majeure events.

#### **1.2 Planned Outages:**

- a) Planned preventive network maintenance may be scheduled by Parties.
- b) All planned outages will be carried out during maintenance window between 0200 hrs to 0600 hrs.
- c) Peerex Networks will inform by Phone, email or fax about maintenance activity to Customer representatives at least 2 days in advance after it is fixed by correspondence with Maintenance Coordinator.
- d) Parties shall allow Peerex Networks to carryout maintenance activities as and when confirmed with details activity plan. Peerex Networks shall carryout repair and

maintenance activity and Customer representative may be present at planned location during the maintenance work being done.

### 1.3 Maximum Time to Restore (MTTR):

MTTR is to be considered as the Maximum Time To Restore a network fault that falls under the scope of maintenance to be done by Peerex Networks. Time is calculated from the time it is reported to Peerex Networks by phone and email or FAX or Web.

### 1.4 Service Interruption:

Service Interruption is defined as frequent interruptions, constant increase of dB loss at end-to-end links within in short period of time that is caused due to optical fiber network issue(s).

### 1.5 Quality Degradation:

Peerex Networks adheres to strict guidelines and design principles when commissioning Gateway Services. Peerex Networks ensures that all backbone trunks and Internet connections have sufficient Capacity to deliver reliable, dependable, business-grade service with minimal congestion. Peerex Networks endeavor to ensure the Gateway Segment (PEEREX NETWORKS IIG Network) component is available 99.5% of the time and packet loss of less than 1% with a low latency according to link state.

## 2. Service Level Commitment:

### Minimum Network & Service Availability:

Network Components	% Link Availability
(a) PEEREX NETWORKS IIG PoP / Gateway	99.90%
(b) PEEREX NETWORKS IIG PoP + Local Loop on PEEREX NETWORKS fiber in ring ( From 2 LDP )	99.00%
(c) PEEREX NETWORKS IIG PoP + Local Loop on PEEREX NETWORKS fiber in spur ( From 1 LDP )	98.50%
(d) PEEREX NETWORKS IIG PoP + Local loop on other local loop provider	97 %

This is basically the calculation of the overall availability of the network over a period of time e.g. over a month or over a year. One incident will be considered as one outage. The overall uptime for a given period will be calculated considering the maximum outage time faced by any operator as the customer for incidences taking place during that particular period of time.

## 3. Fault handling process, response time, MTTA and MTTR:

The following table shows the typical response, resolution targets, and escalation rules for each of the Priority Codes:

Priority Code	Priority Definition	Working Hour (Sun to Thurs:9 am to 6 pm)		Beyond Working Hour	
		Response Time	Resolution Target	Response Time	Resolution Target
1	Out of Service	1 hour	4 hours	2 hours	6 hours
2	Service Interruption	1 hour	8 hours	2 hours	10 hours
3	Quality	2 hours	16 hours	4 hours	24 hours
4	Service Modification	2 hours	24 hours	8 hours	36 hours

Customer may raise Trouble ticket through web/phone/email/FAX to Network Monitoring Center (NMC) of Peerex Networks. Peerex Networks assures Mean Time to Attend (MTTA) and Maximum Time To Repair/Restore (MTTR) as per severity/priority of the reported trouble, time of reporting and update interval.

**If Underground Fiber Cut Occurs MTTA and MTTR for that event will be :**

Priority	Priority Definition	MTTR	Update Interval
P1	Out of service	Up to 12 core (05 Hours) Up to 24 core (07 Hours) Up to 48 core (10 Hours) 96 core & above (12 Hours)	2 hour
P2	Service Interruption	6 hours	2 hour
P3	Quality Degradation	48 hours	4 hour

**Note 1:** After MTTR defined time period, service would be considered as unavailable and rebate calculation would be in effect.

**Note 2:** Under the prevailing conditions of Dhaka City Corporation opening of Hand Hole during day time and maintenance in particular areas might become impossible. Such exceptional cases may be considered exceptional incident and shall not be considered in the outage.

## 4. Escalation Process

If support requests have not been resolved within their resolution targets, the requests **MUST** be escalated by the assigned engineer to the 'Emergency Contacts' by the methods described below;

### 1.1 "Email"

Send an email to "[support@peerexnetworks.com](mailto:support@peerexnetworks.com)"

### 1.2 "Telephone"

Call the 24/7 Emergency Hotline on **+880 09639733739**

### Emergency Contacts:

Level	Designation	Contact Information
Level .0	Customer Care (NMC)	+880 9639733739.
Level .1	Sr. Executive/Asst. Manager	+88
Level .2	Manager / AGM	+88
Level .3	Chief Strategic Officer	+88

## 5. Rebate on failure of Maintenance Service Commitment

In the event that the link availability and service level that is not in accordance with what is mentioned above Peerex Networks Ltd. shall offer rebate based on proportionate period of downtime as and when such instances arise and a claim is filed by Customer and verified by both.

MRC Adjustment (Hours) = (Committed uptime % - Customer Experienced Uptime %) x (H-M)

Customer Experienced Uptime % =  $[(H - D) / (H - M)] \times 100$

Where,

- "H" is the number of hours in a billing month (usually 30 x 24 = 720 hours)
- "D" is the PEEREX NETWORKS service outage time as logged or experienced by customer - "M" is total hours in a billing month for which service was suspended due to force majeure, waivers and/or nonpayment by customer in due time.

**Force Majeure :** "Force Majeure" means an event or situation beyond the control of either party that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of either party. Force majeure shall include any civil commotion, strike, hartal, governmental action (i.e. change of law, withdrawal of cash intensive, etc), lockout, accident, epidemic, war, commotion riot, civil unrest, electrical storms, Acts of God, cyclone; bad weather, any decisions of any government or regulatory authorities including BTRC or any other event of any nature or kind whatsoever beyond the control of the parties that directly or indirectly hinders or prevents the parties from commencing or proceeding with consummation of the rights and obligations contemplate hereby.

**Waivers :** The direct service-affecting commitment of Peerex Networks Ltd. and compensation obligations under this SLA shall be waived completely for events like; Any failure of Peerex Networks Ltd. on account of any government orders, BTRC instructions, LEA instructions, other court orders, intervention or orders by any public sector entity or governmental authority; BTCL or other local backhaul providers transmission or any other system failure.

**For and on behalf of CUSTOMER**

**For and on behalf of PEEREX NETWORKS LTD.**

Authorized Signature & seal

Authorized Signature & seal

Name:	Name:
Title:	Title:
Company:	Company: Peerex Networks Limited.
Date :	Date :

( END )