



Cell : 9246467808

# RENU GIGA FIBER PRIVATE LIMITED

Shop No. 437, 438, Sri Balaji Gold & Silver Market,  
R.R. Road, CHIRALA - 523 155, Prakasam Dist., (A.P.)

Ref. :

Date..08/08/21.....

## SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT OF GATEWAY INTERNET ACCESS SERVICE IS MADE & EXECUTED ON THIS THE AUG5th DAY OF 2021 AT CHIRALA BY AND BETWEEN:

**M/s RENU GIGA FIBER PVT LTD.** A Company incorporated under the Indian Companies Act, having its Office at shop no 20,21,Balaji Gold and silver Market,Chirala-523155,Andhra Pradesh, hereinafter referred to as **RENUGIGA**,which term shall mean and include all its representatives, successors, administrators, executors and assigns of the other part.

**AND**

**CHIRALA ENGINEERING COLLEGE**,Ramapuram,Chirala-523155.Hereinafter called and referred as - **CECC** which term shall mean and include all its representatives, successors, administrators, executors and assigns of the other part.

Whereas **RENUGIGA**.is in the business of Providing Internet Service to Clientele for their use either personally or for business and was approached by **CECC** for acquiring Gateway Internet Access Service with 100Mbps Bandwidth through Leased Line Connection from **RENUGIGA** at Chirala to their premises at:

Address:

**CHIRALA ENGINEERING COLLEGE,**  
**RAMAPURAM, CHIRALA-523155**

**RENU GIGA FIBER PVT LTD.** agreed to provide the same on the following terms and conditions.

**NOW THE AGREEMENT WITNESSETH AS FOLLOWS**

**1. ASSUMPTIONS:**

- a. Except as otherwise expressly provided herein all service levels shall be reported on a calendar Year basis.
- b. All references to the time shall be under Indian Standard time (IST) and all references to Days and months shall be based on the calendar year.
- c. The term "network" defined in this document shall extend to all links responsible for providing access to **CHIRALA ENGINEERING COLLEGE** to the RENU GIGA FIBER PVT LTD.

**2. CUSTOMER END EQUIPMENT:**

- a. Customer Premises Equipment.
- b. Fiber Cable
- c. Other Accessories Like Cables, connectors/termination boxes, Adaptors etc.

**3. GENERAL TERMS AND CONDITIONS:**

- a. RENU GIGA FIBER PVT LTD. will establish the link once the physical local loop is ready at both **CHIRALA ENGINEERING COLLEGE** end and RENU GIGA FIBER.'s End.
- b. RENU GIGA FIBER PVT LTD. will be responsible to establish the link up to **CHIRALA ENGINEERING COLLEGE** end router only, subject to working condition of supplied hardware.
- c. Whenever physical Loop is down, RENU GIGA FIBER PVT LTD. shall take co-ordination of the medium (LL/MLLN/OFC/RF) including the installation and maintenance of the same for the entire duration of subscription services.
- d. Necessary uninterrupted Power & Earthing will be at the **CECC** expense.
- e. The Provided Internet Leased line services shall be used as per the guidelines of Ministry of Telecommunications, Govt. of India, and New Delhi. Any unauthorized service is strictly prohibited.
- f. This service agreement is for a minimum period of **Two Year**.
- g. Both the parties shall give **30 days** prior notice in writing of its intention to terminate the agreement with reasons in connection there with.

**4. PAYMENT TERMS & CONDITIONS:**

**Bandwidth Capacity: 100 Mbps (ILL)**

**Bandwidth charges: Rs. 25000/- Per month. (Inc of all taxes)**

**Installation Charges: Rs. NIL /-**

**Hardware supplied by RENU GIGA.:**

**Deposit Amount: NIL**

- a. **CECC** shall pay an amount of Rs 25000 for 100 Mbps Internet access to RENUGIGA. on or before 10<sup>th</sup> against the invoice for the previous Month. RENUGIGA. agrees to provide 5 public IPs (Static IPs) as a part of GAIS subscription service.

**5. OPERATIONS:**

- a. RENUGIGA. will not be responsible for internal network configuration or Intranet set-ups on the **CECC** end.
- b. Site preparation to provide the environment for operating the products supplied is the responsibility of the **CECC** including UPS.

**6. PERFORMANCE GUARANTEES:**

**6.1 Network / Service availability Guarantee:**

- a. RENUGIGA. agrees to provide the service to the best of its capabilities and agrees to provide assistance for technical problems 24hrs a day and 7 days a week, with a **99.9%** uptime failing which will be treated as a service outage. **However, RENUGIGA. will not be able to provide the above said service in case of extraneous conditions or Force Majeure mentioned herein below.**
- b. Network availability is measured at the router port of CECC to RENUGIGA Router port. The procedure utilized by RENUGIGA. in obtaining this measurement is an analysis of the number of hours in a particular calendar year that the service or appropriate back up is available. The measurement period for network availability will be on a yearly basis.
- c. For the purposes of this measurement "Network non – availability" or "service outage" constitutes any period of time during which the network is unable to transfer data to or from the node.

The outage credit formula, credit for service outage of twenty-four hours (24 Hrs) or less will be provided as follows:

SI No	Length of Service Outage	Amount of Credit
1	<u>Less than 5 Hr</u>	Nil
2	5 Hr up to but not including 10 Hrs	12 Hours
3	10 Hr up to but not including 15 Hrs	1 day
4	15 Hr up to but not including 20 Hrs	2 days
5	20 Hr up to but not including 24 Hrs	3 days

No credit shall be made for a service outage less than 1 Hr per day, provided however that three or more service outages of less than 1 hr occurring in a single day shall be considered to be a service outage of 1 Hr up to but not including 5 Hrs as used herein, The day shall mean a 24Hrs period commencing at 12:00 Mid-Night IST.

- d. If the said Service is down then RENUGIGA. shall provide a back-up line subject to as a Redundancy line to **CECC** end site ready for the same. If the service is down for 7 working days continuously, then **CECC** have right to terminate the agreement.

## 6.2 Throughputs:

- a. Throughputs: 100 Mbps Committed Bandwidth form RENUGIGA. router port, to **CECC**. Port router/Switch/MC is through Leased Circuit/OFC
- b. RENUGIGA. guarantees a Committed Access Rate of **99.5%** of the promised one to **CECC** on the RENUGIGA. Network, for the time that the circuit is available to **CECC** Effectively, throughput commitments would be valid for **99.9%** of the committed network uptime as provided in clause 6.a above: If the OFC links fails RENUGIGA. will take the immediate action on this, after log in the complaint in Customer Care Department (CC).

If RENUGIGA. does not meet its commitment, as mentioned above in clauses 6.a.b, **CECC** would be entitled to the following credit:

- c. Throughput measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:
- Interruptions caused by the negligence on the part of **CECC** its contractors, any local access provider or any other entity over which **CECC** exercises control or has the right to exercise control.
  - Interruptions due to failure of power, equipment, service or systems not provided by RENUGIGA.
  - Interruptions during any period in which RENUGIGA. or its agents are not afforded access to the premises where the access lines associated with **CECC** service are terminated.
  - Interruptions during any period when **CECC** has released service to RENUGIGA. for maintenance or rearrangement purpose or for the installation of a customer service order.
  - An interruption during any period when **CECC** elects not to release the service for testing and / or repair and continues to use it on an impaired basis.
  - Scheduled maintenance Interruptions and outages.
  - 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.
  - Force Majeure events beyond the reasonable control of RENUGIGA. including, but not limited to acts of nature, government regulation, national emergency, failure of power, system failure or service not supplied by RENUGIGA.
  - Packets dropped at the infrastructure egress due to improper customer specifications of customer port speeds.
  - Interruption due to any of the teleport is down other than Our Service Provider.

## 7. NETWORK:

The connectivity to the Internet would be routed with the **99 % Committed Access Rate**. Connectivity has to be provided on ring topology till POP end.

## 8. CUSTOMER SUPPORT:

- a. RENUGIGA. shall provide a register to register the queries / complaints logged in by **CECC**.
- b. **CECC** Shall provide to RENUGIGA, a list of its personnel, authorized to log queries and complaints, related to the services extended to **CECC**.
- c. **CECC** shall be provided with a compliant registration number. Upon suitable verification by RENUGIGA. support personnel of the Interruption of services to **CECC**.
- d. RENUGIGA. Personnel shall undertake all steps required to restore services to **CECC**.
- e. The complaint registration number shall be close after, suitable acceptance, by **CECC** personnel of the restoration of services to their satisfaction.
- f. The service provider has 24/7 supports to **CECC** through the Help Desk functioning and this would be a single point contact for all problem and queries.
- g. 100% of the time, telephonic support will be available to **CECC** within one hour from the complaint lodging, RENUGIGA. Customer support personal will try to provide the solution after analyzing the problem.
- h. 75% of the time, on- site support will be available to **RENUGIGA** within four hours, subject to working hours.

## 9. STATUTORY COMPLIANCE:

**RENUGIGA** is required to fully comply with the provisions of Indian Telegraph, Act, Terms & conditions of ISP License agreement and telegraph rules made there under and any other relevant statutory acts / laws as applicable and any amendments or replacements made thereto from time to time.

## 10. LIABILITY:

**RENUGIGA**. shall not be a party to any transaction including, without limitation for goods, service and or third party content, between the third party content provider, etc and **CECC**.

**CECC** assumes total responsibility and risk for use of the Gateway Internet Access Services. Neither nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitations warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely **CECC** responsibility to evaluate the accuracy and completeness and usefulness of all opinions, advice, services, and other information and the quality and merchantability of all merchandise, provided through the service or Internet generally.

CECC understands generally that the Internet companies unedited materials some of which are sexually explicit or may be offensive to some people. CECC accesses such materials at their own risk. RENU GIGA. has no control over and accepts no responsibility whatsoever for such materials.

CECC is required to desist from putting unsolicited messaging on server hosted at premises. CECC is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person on the web server or web space of the CECC.

#### 11. FORCE MAJEURE:

a. Neither party will be liable if at any time, during the continuance of Gateway Internet Access Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic quarantine restriction, strikes, lockouts, or act of GOD etc.

b. The parties unable to fulfill its obligations due to Force Majeure will immediately notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure. Use all responsible endeavors to avoid or remove the cause and perform its obligations. The obligations of either party would have to be fulfilled once the disabling conditions (which had prevented the fulfillment of obligations under the Force Majeure clause) are no longer existence.

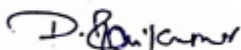
#### 12. JURISDICTION:

Both the parties to the agreement hereby agree that the courts at Chirala shall alone have jurisdiction to deal with any matters or claims arising out of this agreement.

I/WE have carefully read the terms and conditions of the agreement and technical specification of Gateway Internet Access services and agree to abide the same.

For RENU GIGA FIBER PVT LTD.

For CHIRALA ENGINEERING COLLEGE



Mr. Ravi Kumar Ponnuri

(Managing Director)





Cell : 9246467808

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Shop No. **437, 438**, Sri Balaji Gold & Silver Market,  
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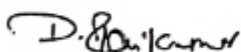
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Mr. Ravi Kumar Ponnuri

(Managing Director)





Cell : 9246467808

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- b. Network availability is measured at the router port of CECC to RENUGIGA Router port. The procedure utilized by RENUGIGA. in obtaining this measurement is an analysis of the number of hours in a particular calendar year that the service or appropriate back up is available. The measurement period for network availability will be on a yearly basis.
- c. For the purposes of this measurement "Network non – availability" or "service outage" constitutes any period of time during which the network is unable to transfer data to or from the node.

The outage credit formula, credit for service outage of twenty-four hours (24 Hrs) or less will be provided as follows:

SI No	Length of Service Outage	Amount of Credit
1	<u>Less than 5 Hr</u>	Nil
2	5 Hr up to but not including 10 Hrs	12 Hours
3	10 Hr up to but not including 15 Hrs	1 day
4	15 Hr up to but not including 20 Hrs	2 days
5	20 Hr up to but not including 24 Hrs	3 days

No credit shall be made for a service outage less than 1 Hr per day, provided however that three or more service outages of less than 1 hr occurring in a single day shall be considered to be a service outage of 1 Hr up to but not including 5 Hrs as used herein, The day shall mean a 24Hrs period commencing at 12:00 Mid-Night IST.

- d. If the said Service is down then RENUGIGA. shall provide a back-up line subject to as a Redundancy line to **CECC** end site ready for the same. If the service is down for 7 working days continuously, then **CECC** have right to terminate the agreement.

## 6.2 Throughputs:

- a. Throughputs: 100 Mbps Committed Bandwidth form RENUGIGA. router port, to **CECC**. Port router/Switch/MC is through Leased Circuit/OFC
- b. RENUGIGA. guarantees a Committed Access Rate of **99.5%** of the promised one to **CECC** on the RENUGIGA. Network, for the time that the circuit is available to **CECC** Effectively, throughput commitments would be valid for **99.9%** of the committed network uptime as provided in clause 6.a above: If the OFC links fails RENUGIGA. will take the immediate action on this, after log in the complaint in Customer Care Department (CC).

If RENUGIGA. does not meet its commitment, as mentioned above in clauses 6.a.b, **CECC** would be entitled to the following credit:

- c. Throughput measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:
- Interruptions caused by the negligence on the part of **CECC** its contractors, any local access provider or any other entity over which **CECC** exercises control or has the right to exercise control.
  - Interruptions due to failure of power, equipment, service or systems not provided by RENUGIGA.
  - Interruptions during any period in which RENUGIGA. or its agents are not afforded access to the premises where the access lines associated with **CECC** service are terminated.
  - Interruptions during any period when **CECC** has released service to RENUGIGA. for maintenance or rearrangement purpose or for the installation of a customer service order.
  - An interruption during any period when **CECC** elects not to release the service for testing and / or repair and continues to use it on an impaired basis.
  - Scheduled maintenance interruptions and outages.
  - 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.
  - Force Majeure events beyond the reasonable control of RENUGIGA. including, but not limited to acts of nature, government regulation, national emergency, failure of power, system failure or service not supplied by RENUGIGA.
  - Packets dropped at the infrastructure egress due to improper customer specifications of customer port speeds.
  - Interruption due to any of the teleport is down other than Our Service Provider.



## 7. NETWORK:

The connectivity to the Internet would be routed with the **99 % Committed Access Rate**. Connectivity has to be provided on ring topology till POP end.

## 8. CUSTOMER SUPPORT:

- a. RENUGIGA shall provide a register to register the queries / complaints logged in by CECC.
- b. CECC Shall provide to RENUGIGA, a list of its personnel, authorized to log queries and complaints, related to the services extended to CECC.
- c. CECC shall be provided with a compliant registration number. Upon suitable verification by RENUGIGA, support personnel of the Interruption of services to CECC.
- d. RENUGIGA, Personnel shall undertake all steps required to restore services to CECC.
- e. The complaint registration number shall be close after, suitable acceptance, by CECC personnel of the restoration of services to their satisfaction.
- f. The service provider has 24/7 supports to CECC through the Help Desk functioning and this would be a single point contact for all problem and queries.
- g. 100% of the time, telephonic support will be available to CECC within one hour from the complaint lodging, RENUGIGA. Customer support personal will try to provide the solution after analyzing the problem.
- h. 75% of the time, on- site support will be available to RENUGIGA within four hours, subject to working hours.

## 9. STATUTORY COMPLIANCE:

**RENUGIGA** is required to fully comply with the provisions of Indian Telegraph, Act, Terms & conditions of ISP License agreement and telegraph rules made there under and any other relevant statutory acts / laws as applicable and any amendments or replacements made thereto from time to time.

## 10. LIABILITY:

**RENUGIGA**, shall not be a party to any transaction including, without limitation for goods, service and or third party content, between the third party content provider, etc and **CECC**.

**CECC** assumes total responsibility and risk for use of the Gateway Internet Access Services. Neither nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitations warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely CECC responsibility to evaluate the accuracy and completeness and usefulness of all opinions, advice, services, and other information and the quality and merchantability of all merchandise, provided through the service or Internet generally.

CECC understands generally that the Internet companies unedited materials some of which are sexually explicit or may be offensive to some people. CECC accesses such materials at their own risk. RENU GIGA. has no control over and accepts no responsibility whatsoever for such materials.

CECC is required to desist from putting unsolicited messaging on server hosted at premises. CECC is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person on the web server or web space of the CECC.

#### 11. FORCE MAJEURE:

a. Neither party will be liable if at any time, during the continuance of Gateway Internet Access Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic quarantine restriction, strikes, lockouts, or act of GOD etc.

b. The parties unable to fulfill its obligations due to Force Majeure will immediately notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure. Use all responsible endeavors to avoid or remove the cause and perform its obligations. The obligations of either party would have to be fulfilled once the disabling conditions (which had prevented the fulfillment of obligations under the Force Majeure clause) are no longer existence.

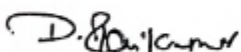
#### 12. JURISDICTION:

Both the parties to the agreement hereby agree that the courts at Chirala shall alone have jurisdiction to deal with any matters or claims arising out of this agreement.

I/WE have carefully read the terms and conditions of the agreement and technical specification of Gateway Internet Access services and agree to abide the same.

For RENU GIGA FIBER PVT LTD.

For CHIRALA ENGINEERING COLLEGE



Mr. Ravi Kumar Ponnuri

(Managing Director)





Cell : 9246467808

# RENU GIGA FIBER PRIVATE LIMITED

Shop No. 437, 438, Sri Balaji Gold & Silver Market,  
R.R. Road, CHIRALA - 523 155, Prakasam Dist., (A.P.)

Ref.:

Date 5/8/17

## SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT OF GATEWAY INTERNET ACCESS SERVICE IS MADE & EXECUTED ON THIS THE AUG5th DAY OF 2017 AT CHIRALA BY AND BETWEEN:

M/s RENU GIGA FIBER PVT LTD. A Company incorporated under the Indian Companies Act, having its Office at shop no 20,21,Balaji Gold and silver Market,Chirala-523155,Andhra Pradesh, hereinafter referred to as RENUGIGA,which term shall mean and include all its representatives, successors, administrators, executors and assigns of the other part.

AND

CHIRALA ENGINEERING COLLEGE,Ramapuram,Chirala-523155.Hereinafter called and referred as - CECC which term shall mean and include all its representatives, successors, administrators, executors and assigns of the other part.

Whereas RENUGIGA.is in the business of Providing Internet Service to Clientele for their use either personally or for business and was approached by CECC for acquiring Gateway Internet Access Service with 100Mbps Bandwidth through Leased Line Connection from RENUGIGA at Chirala to their premises at:

Address:

CHIRALA ENGINEERING COLLEGE,  
RAMAPURAM, CHIRALA-523155

RENU GIGA FIBER PVT LTD. agreed to provide the same on the following terms and conditions.

**NOW THE AGREEMENT WITNESSETH AS FOLLOWS**

**1. ASSUMPTIONS:**

- a. Except as otherwise expressly provided herein all service levels shall be reported on a calendar Year basis.
- b. All references to the time shall be under Indian Standard time (IST) and all references to Days and months shall be based on the calendar year.
- c. The term "network" defined in this document shall extend to all links responsible for providing access to **CHIRALA ENGINEERING COLLEGE** to the **RENU GIGA FIBER PVT LTD.**

**2. CUSTOMER END EQUIPMENT:**

- a. Customer Premises Equipment.
- b. Fiber Cable
- c. Other Accessories Like Cables, connectors/termination boxes, Adaptors etc.

**3. GENERAL TERMS AND CONDITIONS:**

- a. **RENU GIGA FIBER PVT LTD.** will establish the link once the physical local loop is ready at both **CHIRALA ENGINEERING COLLEGE** end and **RENU GIGA FIBER.**'s End.
- b. **RENU GIGA FIBER PVT LTD.** will be responsible to establish the link up to **CHIRALA ENGINEERING COLLEGE** end router only, subject to working condition of supplied hardware.
- c. Whenever physical Loop is down, **RENU GIGA FIBER PVT LTD.** shall take co-ordination of the medium (LL/MLLN/OFC/RF) including the installation and maintenance of the same for the entire duration of subscription services.
- d. Necessary uninterrupted Power &Earthing will be at the **CECC** expense.
- e. The Provided Internet Leased line services shall be used as per the guidelines of Ministry of Telecommunications, Govt. of India, and New Delhi. Any unauthorized service is strictly prohibited.
- f. This service agreement is for a minimum period of **Two Year.**
- g. Both the parties shall give **30 days** prior notice in writing of its intention to terminate the agreement with reasons in connection there with.

**4. PAYMENT TERMS & CONDITIONS:**

**Bandwidth Capacity:** 100 Mbps (ILL)

**Bandwidth charges:** Rs. 25000/- Per month. (Inc of all taxes)

**Installation Charges:** Rs. NIL /-

**Hardware supplied by RENUGIGA.:**  
**Deposit Amount:** NIL

- a. CECC shall pay an amount of Rs 25000 for 100 Mbps Internet access to RENUGIGA, on or before 10<sup>th</sup> against the invoice for the previous Month. RENUGIGA, agrees to provide 5 public IPs (Static IPs) as a part of GAIS subscription service.

**5. OPERATIONS:**

- a. RENUGIGA, will not be responsible for internal network configuration or Intranet set-ups on the CECC end.
- b. Site preparation to provide the environment for operating the products supplied is the responsibility of the CECC including UPS.

**6. PERFORMANCE GUARANTEES:**

**6.1 Network / Service availability Guarantee:**

- a. RENUGIGA, agrees to provide the service to the best of its capabilities and agrees to provide assistance for technical problems 24hrs a day and 7 days a week, with a 99.9% uptime failing which will be treated as a service outage. **However, RENUGIGA, will not be able to provide the above said service in case of extraneous conditions or Force Majeure mentioned herein below.**
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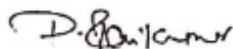
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For RENU GIGA FIBER PVT LTD.

For CHIRALA ENGINEERING COLLEGE



Mr. Ravi Kumar Ponnuri

(Managing Director)

