SERVICE LEVEL AGREEMENT

This Memorandum of Understanding is made and entered into on this the _____ day of _____, 2022.

BETWEEN

The Bharat Sanchar Nigam Limited, a Company under the Companies Act, 1956 and having its Registered Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 (hereinafter referred to as 'BSNL', which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees) and represented by its General Manager Telecom District, Sonipat Haryana.

AND

The SRM University, which is a private University in Haryana having its campus at Education city, Sonepat Haryana India. The SRM University, (which expression shall unless repugnant to

REGISTRAR
SRM University, Delhi-NCR Sonepat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonepat (HR.)- 131029

Assistant General Manager
(Enterprise Business)
O/o GMTD BSNL, Sonipat

the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

SRM University and BSNL are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:-

A) BSNL is engaged in providing all types of telecom services all over the country (except Delhi & Mumbai).
B) BSNL is leading telecom Service provider in India.
C) BSNL having Category A ISP/NLD/ILD license with a network spread across India for providing the required type of connectivity and services within time frame, quality, security and reliability level.
D) BSNL deploys internet connectivity services for their customer. BSNL is reliable Service Provider to provide the connectivity solution. BSNL will provide and own the End to End Solution delivery and maintenance comprising of:
   1) Complete Link Provisioning, Documentation and Installation;
   2) Complete supply, installation and maintenance of the Hardware like Routers, CPE's, FCD's etc;
   3) Management of Links and Equipment.

E) SRM University is a private University in Haryana.

1. **DEFINITIONS AND INTERPRETATION:**
   1.1 In this Agreement and in the Background (above), unless inconsistent with the context or otherwise specified, the following expressions shall have the following meanings:
   a. **"Agreement"** means this Agreement together with all Schedules;
   b. **"Authority"** means any competent governmental or regulatory authority in India.
   c. **"Authorized Representatives"** shall be the persons as mentioned in clause 17 of this Agreement;
   d. **"Charges"** means the applicable charges specified in the Schedule 2 for any Services and/or Deliverables provided by BSNL pursuant to the Agreement;
   e. **"Competent Authority"** means any local, national body which has jurisdiction over the Parties or all or part of the subject matter of this Agreement;
   f. **"Effective Date"** means the date set out at beginning of this Agreement;
   g. **"Force Majeure "**means events which are beyond the reasonable control of the party claiming Force Majeure which occur after the Effective Date. Events of Force Majeure include but are not limited to governmental act, strikes, lockouts, war, the threat of imminent war, riots, act of terrorism, civil commotion, fires, explosions, storms, floods, lightning, cable cuts, earthquakes and other natural calamities.;
   h. **"Insolvency Event"** means, in relation to either party : when a Party is unable to pay its debts when due, or any of the following happens to a Party under its national laws for the protection of debtors (or like circumstances arise or like actions are taken): (a) the Party is determined to be bankrupt or insolvent or the process to make this determination has started; (b) the Party has a receiver, administrator or liquidator appointed for it; (c) the Party makes an arrangement or composition with, or an assignment for the benefit

of, its creditors; or (d) the Party goes into either voluntary (other than for reconstruction or amalgamation) or compulsory liquidation

    i. **"Services"** means the services provided by BSNL to The Transport Department Haryana pursuant to this Agreement as set out in the Schedule 1 of this Agreement;

1.2 The headings and footnotes in this Agreement are for ease of reference only and shall not affect its interpretation or construction.

1.3 Any phrase introduced by words including, include, in particular or any similar word or expression is illustrative only and is not intended in any way to limit the sense or interpretation of the preceding words.

1.4 Any reference to either gender includes the other gender.

1.5 Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in any visible form.

2. CONTRACT PERIOD

The validity of this contract shall be for one year from the date of signing of this agreement. The contract period can be extended by mutual agreement of both sides.

3. GENERAL CONDITIONS

3.1 During the period of MOU the BSNL shall ensure proper functioning of leased circuits for an uptime of 98.5% (Ninety Eight per cent yearly)

    Uptime is defined as below:

$$\text{Uptime (in \%)} = \frac{\text{Total no. of Hours in the year} - \text{Total Downtime (in Hours)}}{\text{Total No. of Hours in the year}} * 100$$

3.2 The first month of the MOU (entered for the first time) will be taken as 'proving-in' period. Though BSNL shall maintain the circuit to the highest possible efficiency during this period, no rebate due to faulty period as mentioned in clause 7 shall be applicable.

3.3 If any one end of the circuit is shifted to other Locations (other end remaining the same), BSNL will shift the said Circuits on new Location on chargeable basis. The charges for the same will be raised by BSNL to SRM University and after payment of shifting charges of both hardware and media involved, then only the ckts will be shifted.

3.4 SRM University Haryana, shall provide reliable, regulated, uninterrupted A/C Power Supply for working of the Customer side Equipment's (CPE) all the time as provided by the BSNL. SRM University shall also keep the CPE powered on round the clock. If for any reason, CPE is required to be switched off, the SRM University shall intimate at the designated telephone number of BSNL NOC Number.

3.5 In case there is any failure of network due to inability of SRM University, to take precautions as mentioned in para 3.4 then for such downtime BSNL shall not be held accountable.

3.6 For the purpose of measurement, **"downtime"** or **"fault duration"** constitutes any period of time during which the Leased Circuit is unable to transfer data/ IP traffic due to the reasons assignable to BSNL and its network only. Any "downtime" and "fault duration" and its occurrence due to reasons assignable to SRM University, and its network shall not be constituted as a cause of downtime or fault of BSNL or its network. Causes of downtime include but are not limited to

    • Hardware failures or malfunction as supplied by BSNL if in AMC or warranty

- Circuit Outage (at BSNL end only);
- Power outages at BSNL Exchange side only where SRM University involvement is not there.
- Human error (in BSNL);
- Process failure (in BSNL); and

Downtime ends upon the successful transmission of data/ IP Traffic to and from such site or circuit being shown transmitting data as per prescribed testing procedure of BSNL. Downtime report and login services come under Managed Services which are provided by BSNL through the empanelled System Integrators (SI). The charges for managed services will be extra @ Rs 10400 per annum

DETERMINATION OF FAULT DURATION

4.1 Fault duration of up to thirty minutes at a stretch shall be excluded from fault duration for the purpose of calculating availability (uptime) of the circuit.

4.2 Any fault duration (i.e. downtime) shall be calculated after subtracting thirty minutes.

4.3 SRM University will ensure availability of staff during period of fault, as BSNL after rectification of Fault will intimate immediately to SRM University officials present at the particular site/Office. The period in which SRM University premises is found closed or no personnel is available when BSNL staff visits the premises for testing or want to test the circuit from BSNL location, will be excluded from fault duration.

4.4 The SRM University shall provide all necessary assistance and access, to its facilities for preventive and corrective maintenance, to BSNL's personnel all the time.

4.5 In addition to the above following shall be excluded from fault duration :

    a) Unavailability of circuit due to power failure at SRM University end ;

    b) Unavailability of circuit due to mishandling of Equipment by SRM University personals /Staff or damage to any cables attached to such equipment at BSNL's Equipment's as placed in the offices of SRM University

    c) Unavailability of circuit due to SRM University equipment/network at either end of the circuit excluding any Cabling at Customer Premises to be done by BSNL;

    d) Unavailability of circuit due to Force Majeure.

    e) Personal/Staff of SRM University will take care of all the equipment's at their offices and any faults due to mishandling / breakage / cable damage / Power failure (at Customer End) will be excluded from fault duration.

5 PROCEDURE OF FAULT BOOKING

5.1 SRM University shall book the fault on Toll free no. 18004251957 or any other assigned number. (Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.);

5.2 SRM University shall abide by the prescribed fault booking procedure of BSNL. Where the SRM University is unable to find a BSNL representative on Toll free number/assigned number above the fault can be booked on 18004251957, which will work as alternate coordinate in such emergency. Status/fault report generated by BSNL MLLN network (to
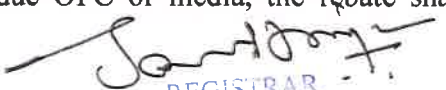
the extent provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.

5.3 Normally a fault docket number shall be provided to the SRM University from BSNL on booking of fault.

5.4 BSNL SONIPAT EB Team will be the SPOC for completing the formalities like (collecting application form, supporting documents, advance payments etc) until the commissioning of the leased line. Further on the commissioning of the ILL, the escalation matrix of the concerned district under which the college falls will be shared to the college.

6 RESTORATION OF FAULTS

6.1 On receipt of complaint, BSNL shall make its best efforts to localize the fault and restore the same at the earliest. The SRM University shall provide all necessary support for enabling testing of the circuit at any hour of the day.

6.2 In case the SRM University is unable to provide necessary facilities to BSNL. Then BSNL will test the circuit on its own to the last point feasible and clear the fault docket after rectification of the fault. Circuit shall be presumed to be restored when BSNL has tested the circuit and cleared the fault docket after finding that the circuit is capable of working properly. The fault duration shall be accounted accordingly.

6.3 It will be responsibility of BSNL to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. Once circuit is brought to right condition through such tests and the data transfer by SRM University equipment does not take place, it shall be the responsibility of the SRM University to take necessary action at his end. The downtime will end as soon as BSNL staff is able to show end to end data transfer using test instruments.

6.4 In case of OFC Cut, the restoration time is 8-10 Hours. Any fault duration (i.e. downtime) due to OFC Cut shall be calculated after subtracting starting initial10 Hours. For Circuits down due to OFC but not due to any equipment faults at any SITE, the rebate shall be granted per link site (Affected) from the Bandwidth Amount per site and the maximum rebate due to OFC Cuts or OFC problems shall be capped to 5 % of the Yearly Bandwidth Recurring Charges and in any case shall not be more than 5 % of the Yearly recurring bandwidth Charges (without Tax). In this case the downtime as shown by BSNL NOC shall be final. The downtime will be counted only in standard working Office Hours of SRM University Offices. Faulty time period on Holidays or beyond Standard Office hours of SRM University Offices will not be counted as Faulty Time period for calculation of Rebate.

6.5 In case of Hardware/Equipment Problems or Faults , as supplied by BSNL and for which AMC Charges are being paid to BSNL, due to which Ckts remain downs, the fault duration (downtime) due to hardware shall be calculated after subtracting starting initial 8 hours for Hardware Faults , as the time to attend the same shall be 6-8 hours per site. In this case the downtime as shown by BSNL NOC shall be final. For Ckts down due to Hardware but not due OFC or media, the rebate shall be granted per link site from the Hardware AMC

Charges shall be capped to 5 % of the Charges of AMC without Tax) per Site and in any case shall not be more than 5%.Faulty time period on Holidays or beyond Standard Office hours of SRM University Offices will not be counted as Faulty Time period for calculation of Rebate.

6.6 In case the fault is reported after office hours then the fault duration will be calculated from the starting of office hours the next morning.

7 MOU REBATE :

7.1 If the circuit uptime for the applicable Quarterly is below the uptime guaranteed as per clause 3.2 above, then the Rebate as applicable will be calculated as per the following table:

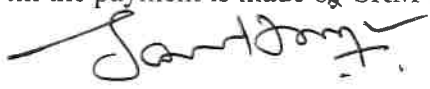| Downtime exceeding target value by (in percentage)	Hardware Rebate (Clause 6.5)	OFC Media Rebate (Clause 6.4)
up to 5 %	1%	1%
>5% -10%	2%	2%
>10% to 15%	3%	3%
>15%- 20%	4%	4%
>20%	5%	5%

For this purpose the number of days in a year is taken as 365 leading to a total duration of 8760 hours per year.

7.2 If the SRM University opts for variable bandwidth service during any period of the day for any number of days during the validity of MOU, the MOU rebate shall be applicable only for the basic bandwidth for which the circuit is initially provided and further the variable bandwidth service will be provided with Extra Charge as per BSNL terms and conditions.

7.3 If the SRM University wishes to change the bandwidth of the circuit from the one for which the circuit was initially hired the period of validity of MOU on 24 hrs x 7 days basis for one month or more, the rebate shall be admissible on pro-rata basis for the duration for which the circuit is hired for changed bandwidth. Change of bandwidth will also be done with charges. The charges will be paid by SRM University to BSNL as per the Bills raised by BSNL in this regards.

8 INVOICE AND PAYMENT

i.   The invoice amount shall be due and payable within 15 days of such invoices becoming due. If any query or discrepancy is noticed by SRM University then the same shall be communicated to BSNL by the SRM University within 02 Weeks' time of receipt of Bills. In case SRM University doesn't raise any dispute on any invoice/Bills within 15 days it shall be assumed that the invoice has been accepted but not paid by SRM University If the The payment is not made by SRM University for reasons solely attributable to SRM University within the due date or the time period extended by BSNL, as the case may be, BSNL, shall charge interest on the said outstanding amount at the rate of 5% per month from the expiry of the due date or the time period extended by BSNL, as the case may be, till the payment is made by SRM University BSNL also reserves the right to terminate the

provision of services being provided to SRM University under this Service Level Agreement in case of non-repayment of invoices for a period 30 days or more.

ii.   All Onetime Installation , Recurring Bandwidth charges, One Time OFC laying & Hardware charges along with all applicable Taxes will be paid 100% advance along with Purchase order from SRM University to BSNL & frequency of recurring billing will be quarterly with advance payment .

iii.   All AMC charges, Hardware AMC Charges, Maintenance Charges and subsequent recurring Bandwidth Charges will be paid 100% Advance along with all applicable Taxes at beginning of the contract period. All recurring Charges from 2nd Year onwards will be paid in Advance to BSNL before start of Year along with all applicable Taxes.

iv.   All taxes as applicable will be extra and all new Taxes as imposed by State Govt or Central Govt or any amendment of Taxes will be borne by SRM University

9 COMMERCIALS

    i. Annual Recurring charges for each 01 Gbps ILL   : Rs 3000000.00
    GST @18% extra

10 ACCESS TO PREMISES

SRM University shall allow or obtain the required permission to enable BSNL employees or BSNL authorized personnel, BSNL appointed distributors, BSNL agents or BSNL subcontractors to enter at all times during the normal working hours SRM University into the premises where the Services are provided for periodical inspection with reasonable prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network or in connection with the Services. SRM University shall render all assistance in this regard and shall provide safe access and conditions for BSNL employees or appointed personnel whilst in the premises. BSNL employees or appointed personnel shall comply with security and confidentiality policies and procedures while on SRM University premises.

11 TERMINATION

This agreement may be terminated only by the mutual, written consent of the parties giving 30 days' notice after the commitment period.

12 CONSEQUENCE OF TERMINATION

Termination of this agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in written by the agreement made by the Parties. On termination of this agreement, the leased circuit may continue to be used by the SRM University as per applicable terms and conditions.

13 NON - SOLICITATION

Each party acknowledges that the employees and contractors of the other parties are valuable business assets and agrees not to knowingly, for itself or any third party, offer employment to, or otherwise hire, engage the services of, solicit or induce the termination of employment or services of, any employee or contractor of the other party, during the

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Office T-BSNL Sonipat

Term of this Agreement and for a period of Five years thereafter. It is hereby clarified that the term "employee" in this clause shall include retired and resigned employees previously in the employment of such party

14 SEVERABILITY

Should any part of this agreement be declared unenforceable by TRAI through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement. If any stage of time there is change of Tariff or amendment of Internet Leased Line Policy, by the BSNL Corporate HQ Office, the same will be agreeable to SRM University and in case any rates are revised in respect of Internet Leased Lines or Leased Lines same will be acceptable to SRM University

15 MISCELLANEOUS

15.1 Assignment: This agreement shall be binding upon the respective successors and permitted assigns of the parties. The rights of a party hereunder may not be assigned in part to any third party without the prior written consent of the other party. Any such permitted assignment shall not relieve the assigning party of any liability whether occurring before or after such assignment, arising out of activities carried out or events occurring prior to such assignment.

15.2 Modifications: Any of the terms and provisions of this agreement, including all Exhibits hereto, may be waived, amended, supplemented or otherwise modified only by a written instrument executed by the parties specifically and clearly stating that it is an amendment to this agreement.

15.3 Consequential Damages: BSNL shall not be liable to the SRM University notwithstanding any other provision to the contrary herein or under law and to the extent of any such right under law, the SRM University hereby expressly and, irrevocably waives its right thereto, for any indirect or consequential damages arising out of this agreement including, but not limited to, loss of revenue and profit.

15.4 Date of Effect: This agreement shall become effective when executed and delivered by the each of the parties.

16 DISPUTES AND ARBITRATION

15.1   In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration. The dispute shall be referred to a sole Arbitrator or in case of disagreement to two Arbitrators, each Party nominating one. The two Arbitrators so nominated shall then mutually appoint a third Arbitrator. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English language. The award of the arbitrator shall be final and binding on the Parties.

15.2 The venue of the arbitration proceeding shall be the Sonipat and the proceedings shall be conducted in English language.

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15.3 Any party shall not use any information obtained from other party during the course of dispute resolution process under this clause for any purpose other than to resolve the dispute and such information shall not be used in any litigation.

15.4 Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof.

17 FORCE MAJURE

Neither SRM Universitynor the BSNL shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control SRM Universityor the BSNL including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, was, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes ,contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

18 NOTICES

18.1 Addresses for serving notices

Any notice or other document to be served under the Agreement may (except as otherwise expressly provided herein) be delivered to the email ID's of authorized representative(s), or sent by speed post or by courier to the following address:

For BSNL:

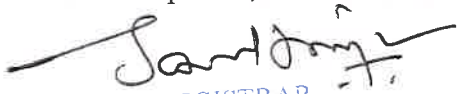Attn: __AGM (EB), Operational Area__

BSNL, Sonipat_____

For SRM University:

Attn: **Registrar, SRM University, Education city, Sonepat, Haryana (134105)**

18.2 Any notice or document shall have effect:

18.2.1   if delivered, upon delivery to the recipient's address notified under the Agreement;

18.2.2   if posted, at the time of delivery; or

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18.2.3 If sent by email, on receipt of delivery receipt.

IN WITNESS WHEREOF the Parties by the hand of duly authorized representative signed – these presents of on the day, month and year mentioned above.

SDE (EB)
BSNL
Sonepat

Dy. Manager (ITKM)
SRM university
Sonepet.

SCHEDULE – 1

Scope of Work of BSNL under this MOU.

1. **LINK PROVISIONING AND INSTALLATION**

   - Delivery of ILL link at SRM University
   - Coordination with SRM University officials for testing of links
   - Testing of links
   - Submission of link wise commissioning report to SRM university
   - Carrying out Project Management/Project Monitoring during implementation Phase.
   - Reports may be submitted as and when required by the SRM University

2. **LINK MANAGEMENT**
   - In case of any outage BSNL will provide onsite support at branch location
   - BSNL will diagnose the problem and implement necessary solution to make link up.
   - In case of any active component failure, BSNL will replace the equipment for which AMC has been done with BSNL.
   - Equipment Configuration and faults in Equipment for which AMC has been done with BSNL
   - Update SRM University Offices time to time of the work.
   - Root cause analysis (RCA).

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