

Service Level Agreement

This "SERVICE LEVEL AGREEMENT" is made effective as of Date: **01-June-2017**, between **Web Concepts (Pvt.) Ltd**, having their registered offices at 141-143 Maulana Shaukat Ali Road, Near Jinnah Hospital, Lahore, Pakistan and **Abbasi and Company** having their registered office at 6-Shadman, Lahore, Pakistan.

WITNESSETH

WHEREAS, **WCPL** is a Licensed Local Loop Operator, and provides services for but not limited to Voice and Data communication, and **Abbasi and Company** wishes to subscribe to WCPL's Network Services to satisfy its communication requirements, purpose of this agreement is to clarify the Service Level Parameters and related terms and conditions necessary for the applications of SLA parameters mentioned herein.

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, **WCPL** and **Abbasi and Company** hereby agree as follows:

1. Technical Support

WCPL will support and monitor its service up to the Customer Demarcation point 24 hours per day. WCPL Technical Support will be available 24 hours per day. A Customer Ticket will be opened when WCPL will monitor a Customer service issue or Customer will report trouble to WCPL Technical Support ("Ticket Open"). In response, WCPL technical support will escalate the rectification process, according to the defined internal SOPs. Depending upon the severity of the problem, WCPL will provide three levels of support.

- 1.1 **Level 1** – Telephonic Support by Technical Support Officer.
- 1.2 **Level 2** – Telephonic Support by NOC officials/ Remote System Access if necessary.
- 1.3 **Level 3** – On Site technical support/Physical System Access if necessary.

Technical problems in CUSTOMER's personal network, or due to some miss configured device on the customer's network is not covered in this SLA.

2. WCPL Standard Link Installation

Customer Standard Installation time varies between 7-10 business days provided with there is no hurdle in the installation process of **Fiber Optic, Media Convertors, Patch Cords**. In the unlikely event of additional installation costs, WCPL will notify Customer prior to installation via email detailing such costs and Customer will have 7 days to accept additional charges or terminate this contract without penalty and receive a full refund of any payments made to WCPL in connection with this Agreement. WCPL owns all equipment that it supplies to the Customer. If service is

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discontinued for any reason, WCPL has the right to remove any or all of its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the WCPL equipment and is generally located in the Customer equipment room.

3. Access to Equipment

The Customer agrees to allow personnel of WCPL and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the WCPL equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

4. Performance Guarantee

If WCPL's network is not performing as stated below, Customer is entitled to a credit. All the parameters are supposed to be measured on calendar month average. The five components of WCPL Service Level Agreement are:

4.1. Network Availability: WCPL guarantees "98.5%" network availability measured monthly, using the following formula.

$$\text{Network Availability (\%)} = \frac{\text{Total minutes in month} - \text{Total minutes of unavailability in month}}{\text{Total Minutes in month}} \times 100$$

4.2. Network Latency:

Latency Measurement will be done by ICMP echo "ping" test conducted over 10 minute intervals, by sending 200 Unix based ICMP packets, each consisting of 32 bytes.

4.2.1 WCPL Access/Core/Distribution: Less than 10ms round trip delay on WCPL core, and less than 5ms round trip delay on WCPL last mile.

4.2.2 Upstream: The average monthly round trip delay measured from the source IP address of WCPL's WAN router, to the first hop of its upstream provider will not be greater than 100 milliseconds.

4.3. Packet Loss: Packet Loss will be less than 1% on WCPL Backbone.

4.4. Mean Time To Restore (MTTR).

Access Network (Physical Cable Damage / Cut / Bend / Wireless Link Problem etc)

4.4.1. MTTR during official working hours /days: Less than 4 hours

4.4.2. MTTR during the off hours / days: Less than 10 Hours

4.5. Mean Time between Failures (MTBF): Unless force majeure, MTBF is greater than 200 hours.



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5. Credit for Loss of Connectivity

Unless stated otherwise herein, the Customer's exclusive remedy for loss of connectivity is repair of service and credit for the period of lost connectivity to the network. Credits will be paid for loss of connectivity or degradation in Network Availability percentage as listed below.

Service Availability in each calendar month measured as a Percentage	Percentage of Monthly Recurring Charges as Rebate
98.5% or greater	0%
98% to 98.49%	5%
97.00% to 97.99%	7.5%
90.00% to 96.99%	10%
80.00% to 89.99%	20%
70.00% to 79.99%	35%
Below 70%	50%

Every subsequent 5-hour increment shall receive an additional 5% credit, the sum of which is not to exceed 100% of the total monthly bill for that location. The period of lost connectivity to the Internet shall be determined by records kept by the WCPL Network Operations Center ("NOC") and based on measurements to the Customer Demarcation.

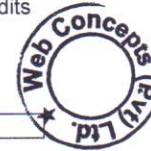
6. Term and Conditions

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- 6.1 Customer shall abide by the Rules and Regulations of PTA, and the terms and conditions of customer's License/s and /or permission given by PTA or equivalent government body, and Customer's agreement with WCPL.
- 6.2 All the SLA parameters must be measured using the formulas, standards, protocols or software mentioned herein; otherwise results would not be considered as authentic.

Software: Ping Plotter, PRTG, MRTG, or Standard SNMP and ICMP average uptime plotter packages etc.
- 6.3 Credits must be requested within 30 days of service outage. The Customer is responsible for providing adequate voltage surge protection with a UPS, and adequate environment for the WCPL router/equipment at the Customer Demarcation.
- 6.4 "WCPL" shall not, under any circumstances whatsoever, be liable to the CUSTOMER, other than maximum compensation as mentioned herein, for any loss of profit or business or claim from any customer for loss of services sustained by Customer or its correspondent or their Customer(s) by reason of any failure, breakdown or interruption of the service whatsoever shall be the cause of such failure, breakdown or interruption, and however long it shall last.
- 6.5 The Customer account must be current and in good standing, otherwise no SLA credits will be issued.

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- 6.6 WCPL will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to, Natural hazards, War, Strikes, electrical storm and, if needed, lack of access to its equipment at the Customer Site, or any one of the following.
 - 6.6.1 DoS/DDoS, Virus, Worm attacks on/from Customer's IP(s) egress/ingress which may lead to de-advertisement/blockage of customer affected IP block(s), or saturates the bandwidth of allocated pipe, which may result in increased latency or total loss of connectivity.
 - 6.6.2 If the Service is being modified or altered in any way at Customer's request, or by the customer, or by any erroneous configuration performed or occurred at the customer's end or Any interruptions resulting from defects or failures in the Customer's provided equipment or services or facilities provided by or operated on behalf of the Customer.
 - 6.6.3 Scheduled maintenance of TW1/PIE/SMW-3/Satellite/National optical fiber/Domestic media and WCPL network.
 - 6.6.4 Non-availability of Customer's technical staff at Customer's site to coordinate with WCPL's technical support staff.
 - 6.6.5 Incorrect or incomplete information provided by the Customer, which may prevent WCPL from completing the trouble diagnosis and fault rectification.
 - 6.6.6 If the customer experiences any problem or complete outage of any service which is not allowed or may be blocked by obeying orders from PTA, or the services or protocols which are not allowed according to the definition of customer's possessed license/s, i.e. but not limited to VoIP, SIP, H.323 etc.
- 6.7 All monies owed to WCPL and not in dispute must be paid in full before a credit is applied.


Abbasi & Company: _____

WCPL: Ghulam Jilani

Designation: I.T HEAD

Designation: Executive Corporate Sales

Signature: S. Hamza 

Signature: _____ 

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