



NANDHA ENGINEERING COLLEGE

(AUTONOMOUS)

(Approved by AICTE, New Delhi and Affiliated to Anna University, Chennai)

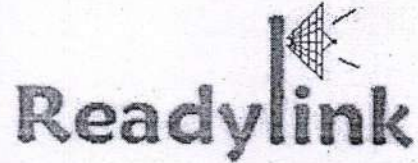
Perundurai, Erode - 638052, Tamil Nadu, India. Email: principal@nandhaengg.org

Website: www.nandhaengg.org Phone: 04294-225585

Service Level Agreement with the service provider for Internet Bandwidth

Readylink Internet Services Limited

'Galaxy', Plot No:7, Sakthi Colony, R.K.Puram, Ganapathy,
Coimbatore - 641 006. Phone: 0422 4299300 Fax: 0422 2532455
Mail: admin@readylink.in



05.07.2020

To
Nandha Engineering College
Erode-Perundurai Road,
Pitchandampalayam,
Erode - 638 052.

SERVICE LEVEL AGREEMENT

TERMS OF AGREEMENT GOVERNING INTERNET SERVICE CONNECTION THROUGH
READYLINK INTERNET SERVICES LIMITED (HEREINAFTER REFERRED TO AS Readylink)

BANDWIDTH OR SERVICE CHARGES:

- a. The subscriber is liable to pay Bandwidth Charges at the rates mutually agreed.
- b. Mode of payment of Bandwidth Charges would be by Cheque / RTGS/ NEFT/ IMPS Payment drawn in the favor of Readylink Internet Services Limited.
- c. The billing date and the periodicity of billing shall be at the absolute discretion of Readylink. Quarterly / Monthly bandwidth Bills as agreed will be sent to the subscriber by post or through Courier.
- d. Subscribers are requested to contact Readylink office if bills are not received.
- e. The bandwidth charges shall be paid within 10 days from the date of billing.
- f. The subscriber shall pay the bandwidth Charges within the time specified by Readylink and non-payment of bills would entail disconnection.
- g. Upon disconnection for non-payment of bandwidth Charges, the subscriber can be reconnected only on payment of reconnection charges as specified by Readylink.

EXCLUSIVE OWNERSHIP:

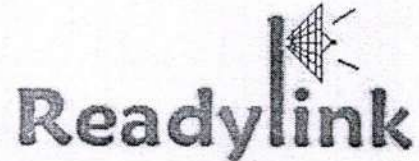
- a. Customer Premises Equipment and accessories installed at the designated Location for providing Internet Connection remains the property of Readylink Internet Services Limited.
- b. The subscriber shall not tamper with or remove the installations made by Readylink without prior written consent of Readylink. Tampering with or removal of installation will entail disconnection of Service Connection and liability to be borne by the customer.




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- c. The subscriber should not allow other ISP to extend connectivity using Readylink Infrastructure.


OBLIGATION OF SUBSCRIBERS:

- a. Subscriber should pay Bandwidth Charges regularly and promptly.
- b. Along with the Service Charges the Subscriber shall pay such taxes, duties and levies, as may be determined by the relevant authorities.
- c. Subscriber shall not assign the Service Connection provided to him/her to any other person without the prior written consent of Readylink.
- d. The Subscriber shall not use the Service Connection for interactive Voice.
- e. The subscriber shall ensure that no objectionable, unsolicited, prohibitive, defamatory, vulgar, vituperative, obscene or pornographic messages or communications which are inconsistent with the established laws of the country are made by him or any other person using his facility.
- f. The subscriber shall not resort to hacking or destroying the Internet sites including the websites of Readylink.
- g. The subscriber shall not misuse or copy the software supplied by Readylink.
- h. It would be the responsibilities of the subscriber to ensure that the password, where provided is kept secret and not disclosed to anyone and Readylink shall not be held responsible for the misuse of the subscriber's facility under the circumstance.

OBLIGATION OF READYLINK:

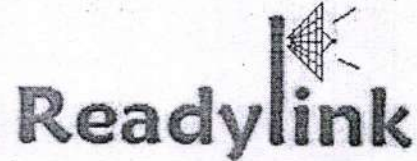
- a. Readylink offers Uncompressed, Dedicated 1:1 Internet Connectivity.
- b. Readylink will configure MRTG Graph to monitor the bandwidth in use
- c. Readylink will extend Dedicated Internet connectivity 24 hours X 365 days.
- d. The bandwidth Uptime will be ensured minimum of 99%.




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- e. Service Calls will be attended 24 Hours X 365 days.
- f. Any complaint or suggestion can be made to our Customer Support at any time through Phone number 0422- 4299300 or mail to support@readylink.in
- g. Fault reported shall be attended with in 90 minutes and rectified within 2 hours. If the equipment is at fault, replacement equipment will be provided within 6 hours.
- h. If the bandwidth is down by 4 hours continuously or 2 hour thrice in a week, half a day charges will be credited to customer account. If the down time is more than 8 hours, One-day Bandwidth charges will be credited.

DISCLAIMER AND WARRANTIES:

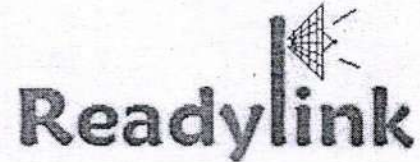
- a. Subscriber acknowledges that the link quality and speed of data transmission of the subscriber with in the network is entirely dependent on optimum performance of the network. Accordingly, Readylink shall in no vent be responsible to the subscriber for deficiency in data transmission between the Readylink and Subscriber network computers or for any inconvenience, damage or loss that may be caused to the subscriber.
- b. Internet Service is provided on as "as is and available" basis without warranties of any kind either expressed or implied including but not limited to warranties of tile, on infringement and merchantability of fitness for particular purpose Readylink does not make any implied or express warranties with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or any direct, indirect, incidental, special or punitive damage arising either directly or indirectly from any such transaction .
- c. Readylink does not warrant that the service will not be interrupted or error free or that any information, software or other material accessible is free of viruses, worms, Trojan horses or other harmful components.
- d. The subscriber understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Subscriber access to such materials will be at his own risks and Readylink has no control over the same and accepts no responsibility whatsoever for such materials.




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PERFORMANCE AND UP GRADATION OF INTERNET SERVICE:

- a. All Gateway Internet Nodes are / will be optimally interconnected with high-speed links provided by Department of Telecom, the government of India or other agencies. The International Connectivity is provided by various agencies including the government of India that are responsible to maintain these links as reliable as possible. However, they do not own any responsibility in case of interruptions in the network beyond their reasonable control. Additionally the last mile connectivity provided by private or Government agencies through any medium does not guarantee uninterrupted 100% performance to specifications. Readylink does not take any responsibility whatsoever for any interruption caused by the quality of these links and either to the Customer / Subscriber or anyone else in this regard.
- b. The Internet service Connection may be suspended in whole or part at any time without notice if the network requires modification or maintenance and no discount in bandwidth charges will be given in such case. Readylink shall make all reasonable efforts to minimize the frequency and duration of such events.

SERVICE DISCONTINUATION:

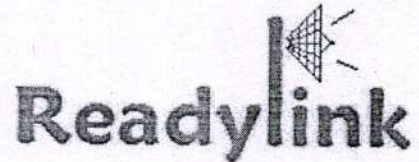
- a. Readylink may terminate forthwith the Internet Service Connection provided to the Subscriber for any default or breach by the Subscriber of the rules governing Internet Service Connection. Termination of the Service Connection by Readylink shall not absolve the subscriber from any obligations or liabilities incurred or arising out of services up to the date of such termination or arising out of breach or default of any sort of rules, terms and conditions during subsistence of the Service connection.
- b. The subscriber may terminate the Service Connection by giving 30 days written notice to Readylink after end of contract period prior to the end of the month for which the Service Charges and all other payments due to Readylink should have been paid by the subscriber. Service can be terminated only on the last day of any month with 30 days advance notice.




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ARBITRATION OF DISPUTES:

- a. The Decision of Readylink shall be final and binding on the subscriber in respect of all disputes or differences arising out of Readylink Internet service connection.
- b. If any disputes of difference needs to be referred to and determined by arbitration, the same shall be referred to the sole Arbitration of Readylink and the Arbitration shall be in accordance with the Arbitration and Conciliation Act 1996. The place of Arbitration shall be Coimbatore and Courts in Coimbatore alone shall have jurisdiction to the extent and as conferred under the Arbitration and Conciliation Act 1996.

FORCE MAJEURE:

If at any time during the continuance of Internet Service, the performance in whole or part of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of public enemy, Civil commotion, Sabotage, Fire, Flood, Explosion or Acts of God, the subscriber shall not have any claim or damages against Readylink in respect of such non-performance or delay in performance of Readylink Internet Service.

For Readylink Internet Services Limited,

V. S. Sathya

Authorised Signatory



[Signature]

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