



Master Service Level Agreement:

The aim of this agreement is to provide a basis for close co-operation betweenand Maxnet Online, for support services to be provided by Maxnet Online to....., thereby ensuring a timely and efficient support service is available to.....

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please feel free to contact us.

Period of Agreement

This agreement will commence on the date specified in the **Official Order** following the acceptance by both parties and will continue until terminated.

Service Level Agreement (SLA):

1. SLA for Maxnet IPBW Services

Maxnet Online is one of the licensed International Internet Gateway (IIG) operators in Bangladesh. Maxnet successfully provides bandwidth services through Submarine Cable SMW-4 and International Terrestrial Cable. Please visit our website www.maxnetiig.com & IIG license to know about our services. Maxnet is committed to provide a highly available and secure network to support its customer. Customer is an authorized entity to purchase services from Maxnet and already executed a Service Order (SO) with Maxnet. The purpose of this SLA is to sign a reference to the executed Service Order, both customer & Maxnet agrees to fulfill the terms & conditions to set forth in this agreement. This SLA covers Maxnet IP bandwidth services only and is valid for the contract period as per executed SO. This document is controlled jointly both Maxnet and customer. Maxnet reserves the right to alter, modify or make amendment to this SLA. This document will remain in effect until replaced with an updated version. It will be reviewed annually.

2. SLA commitments of Maxnet

Availability (Uptime):

Maxnet Online ensures close to 99.99% uptime which enables active customers to get any services provided by Maxnet Online within an unnoticeable interruption.

a. Quality:

Maxnet Committed throughput as per duly executed SO using OSPF & BGP routing; less than 0.5% Packet Loss and less than 15ms Latency between Maxnet network at customer entry point & Maxnet network exit point.

b. Others:

- 1) Technical assistance in provisioning & operations, 24/7 NOC, Fault handling process with committed MTTA and MTTR, Online CRM, MRTG through website customer portal for customer usage record, process for suggestion handling.
- 2) For service downtime exceeding Maxnet SLA commitment, Maxnet will not charge the customer for downtime period and the customer has to claim for that with evidence.
- 3) Maxnet will evaluate the claim & evidence; if valid then adjustment will be made with the following month's MRC and the customer will be informed accordingly by Maxnet. Waivers & Force Majeure shall not fall under Maxnet's service level commitment.
- 4) Customer support services will be available 100% of the time on each working day between 09:00a.m and 17:00p.m.



3. MRC Adjustment & Service Availability

MRC Adjustment & Service Availability (Uptime) definition

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 Maxnet 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.

4. Response time

Support, Ticket generation process and response time:

Fault handling process and response time: Customer may generate Trouble ticket through Maxnet Online Customer Portal (www.maxnetiiig.com) or by phone to Maxnet NOC (01833312985) or 01833312988. Maxnet assures Mean Time to Attend (MTTA) & Mean Time To Repair (MTTR) as per severity of the reported trouble and time of reporting.

a) During Working Hours (Sunday to Thursday 9:00 to 17:00 hours except government holidays):

Priority	Priority Definitions	MTTA	MTTR	Update Intervals	Remarks
P1	Out of Service	1Hour	4 Hours	1Hours	
P2	Service Interruptions	1Hour	8 Hours	2Hours	
P3	Quality	2Hours	16 Hours	4Hours	
P4	Non-Service Affecting	2Hours	24 Hours	6Hours	

b) Beyond working Hours:

Priority	Priority Definitions	MTTA	MTTR	Update Intervals	Notes
P1	Out of Service	2 Hours	6 Hours	2 Hours	
P2	Service Interruptions	2 Hours	10 Hours	2 Hours	
P3	Quality	4 Hours	24 Hours	6 Hours	
P4	Non-Service Affecting	8 Hours	36 Hours	12 Hours	

5. Contact Information

Intensification: In the event of dissatisfaction with the services rendered, customer may contact

Emergency: In the event of emergency with the services rendered, customer may contact

Level	Designation	Contact Information
Level – 1	Network Operations Coordinator	01833312988(Coordinator)/01833312985(NOC) level1.support@maxnetiiig.com
Level – 2	Chief Executive Officer	01833312880 level2.support@maxnetiiig.com



6. Force Majeure

Due to purpose of this agreement, Force Majeure is any events or circumstances or combination of events or circumstances which materially and adversely affects the performance of Maxnet Online of its obligations under or pursuant to this agreement and is not within the reasonable control of Maxnet, to the extent that such events or circumstances or its material and adverse effects cannot be prevented, avoided, or removed by Maxnet through the exercise of diligence and reasonable care and acting in accordance with prudent operational practice. Force Majeure shall include each of the following events and circumstances, which occur inside or outside the country that will satisfy the earlier requirements: Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riot, insurrection, civil commotion, public disorder, vandalism, act of terrorism, or similar events; radioactive contamination or ionizing radiation originated from a source in Bangladesh or resulting from any other event of Force Majeure; labor disputes, including strikes that are of a political, religious or ethnic nature; change of law; action or inaction of any public sector entity or any government authority; lightening, fire, earthquake, volcanic activities, floods, storms, cyclones, tsunamis, typhoons or tornadoes; epidemics or plagues, fire, explosion or chemical or radioactive contamination and solar outage.

7. Waivers

The direct service-affecting commitment of Maxnet and compensation obligations under this SLA shall be waived completely for events like; Any failure of Maxnet on account of any government orders, BTRC instructions, LEA instructions, other court orders, intervention or orders by any public sector entity or governmental authority; Internet congestion, failure in worldwide internet domain, IP path failure or other domain or route server failures; Submarine cable failures, BTCL or other local backhaul providers transmission or any other system failure; Satellite failure, data center failures, Third party failures affecting Maxnet service, Scheduled or periodic maintenance (with 72 hours' notice); Emergency maintenance (with 8 hour notice).

For and on behalf of Customer

Authorized Signature & Seal

Name:

Title:

Company:

Date:

Witnesses:

Signature

Name:

Title:

For and on behalf of Maxnet

Authorized Signature & Seal

Name:

Title:

Company:

Date:

Witnesses:

Signature

Name:

Title: