

## SERVICE LEVEL AGREEMENT

This Agreement is made at [Place where agreement is being drawn] on the  
**Date Month Year**

### **BETWEEN**

ABC **[INDIVIDUAL/PARTNERSHIP/LLP/COMPANY]**  
incorporated/established under the appropriate laws of the country having  
its office/resides at [ADDREE OF THE REGISTERED OFFICE] hereinafter  
called as the "**Service Provider**", of the ONE PART and XYZ.  
**[INDIVIDUAL/PARTNERSHIP/LLP/COMPANY]** incorporated/established  
under the appropriate laws of the country having its office/resides at  
**[ADDREE OF THE REGISTERED OFFICE]** hereinafter called as the  
"**Recipient**" of the OTHER PART.

This agreement sets forth the terms and conditions under which the service  
provider will provide the telephone and network services along with the  
required equipment in the place of business of the recipient located at a  
number of places.

**WHEREAS**, Service Provider is desirous and capable of providing support  
services for certain Client-Provided Equipment which interconnects to  
Service Provider transmission services; and

**WHEREAS**, Recipient desires to have the Equipment supported by Service  
Provider in a designated portion of certain Service Provider Network  
Location(s).

**WHEREAS,** Recipient and Service Provider (hereinafter referred to cumulatively as the "Parties" and singularly as the "Party") have agreed on the terms which shall govern the bailment and support of the Equipment and networking services as set forth in the agreement (hereinafter referred to as the "Statement of Work"), which is attached hereto and made a part hereof, and as set forth in agreement (hereinafter referred to as the "Non-Recurring and Monthly Recurring Pricing Summary"), which is attached hereto and made a part hereof;

**NOW, THEREFORE,** in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. UNDERTAKING:**

- The service provider shall provide for the inside delivery of the required equipment at the located place of the recipient. Locations as specified in the statement of work.
- The service provider shall install the equipment at the location of the recipient as specified in the Location and Equipment Summary in accordance with the standards and practices as specified in the Statement of Work.
- The recipient shall cooperate fully with Service Provider in the provision of these support services and agrees to perform those activities identified as Recipient Responsibilities in the Statement of Work.

## **2. TERM AND TERMINATION**

- The initial term of this Agreement shall commence on the [DATE], shall continue for a period of [NUMBER] years, and then shall terminate on [DATE].
- This Agreement is binding when executed by Client and subsequently accepted by Service Provider and once accepted by Service Provider, the rates and charges provided in this Agreement will be effective from the first day of the next billing cycle following Client's signature date (the "Effective Date").
- Either Party may terminate this Agreement following the giving of [NUMBER] calendar days prior written notice of termination to the other Party.
- If Client terminates this Agreement prior to the expiration of the initial [NUMBER] year term, Client will pay Service Provider, in addition to all other charges due, per Service Provider Network Location, which amount shall represent liquidated damages that Client agrees are reasonable.
- Client shall remove its Equipment from the Service Provider Network Location(s) within [NUMBER] calendar days of the termination of this Agreement and, if Client fails to do so, Service Provider may itself remove the Equipment and store the same at Client's expense and at Client's sole risk. Any expenditure by Service Provider for the removal

and storage of the Equipment shall bear interest at the lesser of [%] per annum or the maximum rate permitted by law.

### **3. Financial Provisions:**

- The recipient shall pay to the Service Provider a non-recurring fee for his services like; Site Preparation, Additional AC or DC Power Circuits and Circuit Interconnection at each of the Service Provider Network Location(s) as set forth in the Non-Recurring and Monthly Recurring Pricing Summary.
- Recipient shall pay Service Provider on a monthly recurring basis for Location Management Fee(s), an Uninterruptable Power Supply (UPS) for [115V OR OTHER] AC Power Circuits and for Service Provider First-Level Maintenance Support at each of the Service Provider Network Location(s) as set forth in the Non-Recurring and Monthly Recurring Pricing Summary.
- The recipient shall pay Service Provider a one time charge of [AMOUNT per circuit when, at the Recipient's request, Service Provider provided cabling is added, moved or changed after the initial Site Preparation work listed in the Equipment and Location Summary is completed by Service Provider.
- For equipment moves made pursuant to Recipient's request, Recipient shall pay for each unit of Equipment this is moved to a different location within the same Service Provider Network Location after the initial Site Preparation work listed in the Equipment and Location Summary is completed by Service Provider.

- The recipient shall pay directly or reimburse Service Provider, as applicable, for all taxes, duties, and similar liabilities which may result from this Agreement, or any support services specified hereunder, exclusive of taxes based on Service Provider's net income.
  
- All invoices shall be due and payable in [CURRENCY] within [NUMBER] calendar days upon receipt as set forth in the Non-Recurring and Monthly Recurring Pricing Summary.

#### **4. CANCELLATION FOR CAUSE**

- In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon [NUMBER] days prior written notice to the other in the event of:
  - i.** the other's failure to pay any amounts due hereunder and not duly contested in good faith within [NUMBER] days after the receipt of the terminating Party's written notice of default concerning the same; or
  
  - ii.** the other's failure to cure a material breach within [NUMBER] days after receipt of the terminating Party's written notice of default concerning the same.

#### **5. Not a lease or License**

Parties to the agreement do hereby agree that this agreement is in not intended to grant any property on lease and license.

## **6. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is agreed between the parties that Service provider and recipient relationship is at all times hereunder. Both the parties shall not interrupt in each other business. This Agreement shall not be construed as creating a partnership or joint venture.

## **7. NOTICE**

All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the A&X Pvt. Ltd. as follows:

- Contact Person:
- Address
- Email Id:
- Phone
- Fax

## **8. ARBITRATION**

— Any disputes or differences arising in relation to this agreement, its construction, validity, performance, breach or any other question shall be referred to the Indian Chamber of Commerce for settlement by Arbitration or Conciliation and the decision of the said Arbitrator shall be final and binding on both the parties.

**IN WITNESS WHEREOF** the parties hereto have signed, sealed and delivered these presents on the

SERVICE PROVIDER

RECEPIENT

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Authorized Signature

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Authorized Signature

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Print Name and Title

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Print Name and Title