

BlazeNet Internet Service Level Agreement

This Internet Service Agreement (the "Agreement") is entered into on _____ (here in after the "Effective Date"), by and between the following parties:

BlazeNet Limited 403/404, Sarita Complex B/h Classic Gold Hotel, Off C. G. Road Ahmedabad-380 009, Gujarat, India	
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For good and valuable consideration, BlazeNet agrees to provide to Customer and Customer agrees to purchase from BlazeNet certain non-common carrier communications services (the "Service") described in the Service Description attached hereto and provided in accordance with the Service Order and Terms and Conditions set forth below and attached hereto. Additional non-common carrier communication services maybe contracted by attaching a mutually executed Service Order Amendment to this Agreement. Such an Amendment will describe the additional communications Services to be provided, any specific terms and conditions applicable to the additional services, and will incorporate by reference the Terms and Conditions of this Agreement which shall otherwise govern.

SLA Eligibility

Customer will only be eligible for this SLA if:

- Customer keeps BlazeNet Helpdesk informed of current Customer contact details at all times.
- Customer contracts for an Initial Service Term of at least one year.
- Outstanding payment for the Internet Services is not more than one billing cycle.

SLA General

1. In order to make a valid claim the Customer needs to:
 - Report any fault that constitutes a failure to meet the SLA to BlazeNet Customer Services by raising a Trouble Ticket within 4 hours of the fault
 - Make a claim in writing within 30 calendar days from the time when either (i) Customer could reasonably be expected to have become aware of such claim; or (ii) when information provided by BlazeNet is required in respect of the claim, from the time when such information is made available to the Customer by BlazeNet.
2. The maximum Service Credit payable in any month in relation to the Service shall be the monthly Rental Charge in respect thereof.
3. The Service Credits will be calculated by reference to the monthly Rental Charge paid by the Customer in the month immediately prior to the month in which the Customer requested the credit.
4. BlazeNet's records and data shall be the sole basis for all SLA calculations and determination.
5. BlazeNet reserves the right to amend the SLA from time to time effective upon notification of the revised SLA provided that in the event that such amendment results in a material reduction of the service level commitments or Service Credits set out in this SLA, Customer may terminate the Service by providing BlazeNet written notice of termination within 30 days following notice of such amendment.
6. Service Credits or equivalent payments made by BlazeNet to Customer under this SLA are the sole and exclusive remedy available to Customer in respect of any failure to meet any service level commitments set out in this SLA.
7. No Service Credits will be payable to the Customer, if the failure to reach any commitment is due to acts or omissions of the Customer or Force Majeure Events, including but not limited to maintenance on local loops by Third-Party telecommunications suppliers.
8. Service Credits are not cumulative month to month.

Network Availability Commitment

BlazeNet's Network Availability Commitment is to have its IP Network available 99.5% of the time and, as set forth below; BlazeNet will credit Customer's account if BlazeNet fails to meet this Network Availability Commitment during any given calendar month.

Network Latency Commitment

BlazeNet's Network Latency Commitment is an average round-trip transmission of 350 milliseconds from USA and 220 milliseconds from UK to customer end.

Network Packet Delivery Commitment

BlazeNet Network Packet Delivery Commitment is packet delivery of 99.5 % or greater between BlazeNet designated Hub Routers within India.

BlazeNet Guarantees a minimum throughput 99.5% of contracted Internet Bandwidth. The Internet Bandwidth contracted at 1:1 compressions.

If BlazeNet fails to meet any Network Availability Commitment in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated Charges of 1/30 of the monthly Rental Charge for each Network Latency Commitment that has not been met.

BlazeNet Escalation Chart

BlazeNet assures 24*7 customer supports & technical help from BlazeNet Helpdesk at Ahmedabad will be supported by resident engineers at any point of time. BlazeNet is committed to provide good quality Customer Support.

- Level 1 - From 0 to 15 minutes of downtime:
Support Desk - 079 2646 8124, 2646 8125, 99099 59306, 99099 25742
Email - helpdesk@blazenet.biz
- Level 2 - From 16 to 30 minutes of downtime:
Jignesh Dani (Network Manager) - 98256 10946
Email - jignesh@blazenet.biz
- Level 3 - From 31 to 45 minutes of downtime:
Rajeev Sharma (Technical Director) - 98250 97086
Email - rajeev@blazenet.biz
- Level 4 - From 46 to 60 minutes of downtime:
Sharad Varia (Managing Director) - 98256 10953
Email - sharad@blazenet.biz

Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of BlazeNet network caused by or associated with:

1. Circumstances beyond BlazeNet's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, storm, strike or other labor disturbance, interruption or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;
2. Failure of access circuits to the BlazeNet Network, unless such failure is caused solely by BlazeNet
3. General telco failure
4. Scheduled maintenance and upgrades
5. DNS issues outside the direct control of BlazeNet
6. Outage or error of any BlazeNet Internet measurement system
7. Excessive traffic/load on Customer's server(s) which impedes server performance
8. Customers' acts or omissions, including without limitation, any negligence, willful misconduct, or use of the BlazeNet Network or BlazeNet services in breach of BlazeNet's Terms and Conditions and Acceptable Use Policy, by Customers or others authorized by Customers
9. Denial of Service (DoS) and/or Distributed Denial of Service (DDoS) (malevolent efforts of a person or persons to prevent BlazeNet's or Customer's (or clients of Customer's) servers or service from functioning efficiently or at all)

In Witness whereof, undersigned do hereby execute this Agreement by duly authorized officials as of Effective Date:

For BlazeNet Ltd.

Customers Name & Seal

Signed by: _____

Signed By: _____

Title: Managing Director
Date:

Title:
Date: