

Service Level Agreement (Pioneer Services Limited Internet Services)

Pioneer Services Limited (PSL) will provide the following service level support to the Customer/Subscriber.

1. 24x7 Monitoring and Support

PSL guarantees that its network will be monitored 24x7 and that support staff will respond to any service interruption that affects our network. PSL Helpdesk & Complaint centre will provide customer technical support for all issues related to the functioning of the PSL network or any equipment therein. During office hours (Sun – Thu. 9:00 AM – 6:00 PM BST), the NOC may be reached via email (support@pioneer.com.bd & <https://ticket.pioneer.com.bd>) or by phone (+880-9617171330). After business hours, on holidays, and on weekends, telephone support will be provided and can be reached by calling +880-9617171330. After business hours support is available to report interruptions in service related to network or equipment failure, and does not include on site support.

EMAIL/SUPPORT TICKET CAN BE USED TO REPORT SERVICE OUTAGES AFTER BUSINESS HOURS OR ON HOLIDAYS.

2. Network Availability

PSL guarantees that its network will be available 98% of the time in a given month, excluding Scheduled Maintenance. Upon experiencing less than 98% availability in a given month, Customer's account will be credited at Customer's request, where the assignable cause for the Downtime is related to PSL -owned network infrastructure. Uptime is the functioning of the Customer's access to the Internet. Downtime exists when a customer cannot transmit and/or receive data to/from the Internet, and is measured from the time the trouble ticket is opened with PSL's Complaint & Help Desk by Customer or Pioneer Services Limited Support Desk.

3. Network Uptime

Pioneer Services Limited (PSL) guarantees network uptime of 98.00%. The service will be considered unavailable in the event of any unscheduled service outage on the PSL network due to the transmission or equipment failure causing 100% blocking of movements of packets ahead of the Customer link and will be calculated on the monthly basis on Customer's request.

4. Network Packet Delivery

PSL guarantees network packet delivery 98% of the time in a given month within the continental India, excluding Scheduled Maintenance. Upon experiencing less than 98% network packet delivery in a given month, Customer's account will be credited at Customer's request, where the assignable cause for the packet loss is related to PSL -owned network infrastructure.

5. External Factors

PSL cannot guarantee the availability of the public Internet, nor can PSL take responsibility for downtime as a result of (a) natural or manmade disasters, (b) during any period in which PSL is not given access to the service premises, or (c) inaccessibility to damaged aerial fiber due to safety hazards associated with related repair of electrical conductors. (d) upstream IIG or NTTN disaster. In such circumstances, PSL will endeavour to return services to acceptable levels as quickly as possible. In no event shall PSL be liable for failure to perform its obligations hereunder where such non performance is caused, in whole or in part, by force majeure, including, but not limited to, acts of God, wars, riots, storms, floods, and other causes not within Pioneer Services Limited's reasonable control.

6. Burs table Bandwidth

PSL guarantees the availability of the bandwidth the customer purchases as agreed upon in this agreement; this is called the committed rate. Bandwidth above the committed rate, called burs table bandwidth, is not guaranteed to always be available, since it is shared among all of PSL L's customers. Bursttable bandwidth is followed as per btrc regulated broadband contention ratio.

7. Service Level Remedy

To receive credit for a failure to meet a service level standard, Customer must request such credit Within thirty (30) days from the date that the Dedicated Internet Access Service was unavailable. For each cumulative hour of network unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited for the pro-rated charges for one day of the Pioneer Services Limited recurring charge for the service with respect to which a service level standard was not met.

8. Scheduled Maintenance

Scheduled Maintenance means any maintenance at the PSL hub to which Customer's circuit is connected (a) of which Customer is notified seven (7) calendar days in advance, and (b) that is performed at the PSL hub to which Customer's circuit is connected. Notice of Scheduled maintenance will be provided to Customer's designated point of contact by email. Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by PSL.

9. Chronic Trouble

A Dedicated Internet Access circuit is considered to have Chronic Trouble in the event that PSL is unable to restore the service on three (3) or more separate occasions of more than ten (10) hours each or for more than thirty-six (36) cumulative hours in any given calendar month. The Customer shall have the option to either (a) obtain credits as set forth above or (b) terminate the affected circuit without liability provided the findings from the Chronic Trouble investigation find no fault is caused, or Contributed to, directly or indirectly, by any act or omission of Customer and / or end user, affiliates, Agents or representatives.

10. Maximum Time to respond/ Mean time to resolve (MTTR)

The MTTR for a network related problem reported on the Airway network only is as per table below

MTTR		
Description	Maximum Time to Respond	Mean Time to Resolve
PSL Network	30 minutes	6 Hours

*All parameters in Table 2.0 would be calculated by taking an average over a period of 1 (One) calendar month.

11. Network and Service Availability/ Uptime (in %)

Network Unavailability will not include any unavailability resulting from:

- Scheduled Maintenance of PSL Network.
- An interruption during any period when the customer elects not to release the service for testing/ repair/ maintenance and continues to use the Service on an impaired basis;
- Any cut/fault in submarine cable system/IIG or NTTN of Basic Telco Network beyond PSL control. However PSL may provide service on best effort basis during this period depending on availability of resources;

- d. Interruptions due to failure of equipment provided by Customer or other third party on behalf of Customer;
- e. Acts or omissions of Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the service authorized by Customer or Customer caused outages or disruptions;
- f. Interconnections to or from and connectivity within other Internet Service Provider (ISP) networks or any other service provider network in Bangladesh; or
- g. Disconnection/s due to non-payment of PSL's dues; or
- h. Reasons of Force Majeure.
- i. Calculation Formula

$$\text{Network Availability} = \frac{\text{Overall Network Uptime}}{(\text{Total Time} - \text{Maintenance} - \text{Incidence of Disaster} - \text{Outage on Customer's Behalf})}$$

Network Availability Guarantee Remedy: In the event the Customer experiences network unavailability during a month in excess of the guaranteed SLG (Table 1.0), the Customer may receive service Credit as per service credit table in Table 2.0.

Table 2.0 – SLG Table for Network Availability Guarantee Remedy

Parameter	Service Level	Terms of extension of service
Network Availability	98.9% & 98.00%	1:1
	97.9% & 97.00%	1:1.25
	Les Then 97.00%	1:1.5

1. **1:1** shall mean that for every 1 hour of network downtime, as measured by PSL's network, PSL will extend the service by 1 hour.
2. **1:1.125** means for every 1 hour network downtime, as measured by PSL's network, PSL will extend the service by 1 hr and 15 minutes
3. **1:1.5** would mean that for every 1 hour network downtime, as measured by PSL's network, PSL will extend the service by 1 hr and 30 minutes

However the total extension of service offered as service credit shall not be more than three (3) days.

12. Service Credit Claim Process.

All service credit is calculated post completion of one (1) service quarter. To initiate a claim for Service Credit with respect to the Network Availability Guarantees, Customer shall submit a Service Credit Request Form within seven (7) business days after the end of the service quarter during which the outages occurred. Customer to claim service credits within maximum of 90 days post end of a service quarter.

The claim for Service Credit must include the following information:

- a. Customer Name and contact information
- b. TICKET number, circuit ID and billing code.
- c. Product or Service type
- d. Date and beginning /end time of outage
- e. Brief description of the characteristics fault
- f. End User location and circuit ID.
- g. Balance Payment status

13. Planned Outages

- a. Planned preventive network maintenance may be scheduled by PSL.
- b. All planned outages will be carried out during maintenance window between 0200 hrs to 0600 Hrs BST.
- c. PSL will inform by Phone, email or fax about maintenance activity to customers at least 48 hours in advance. Customers may plan their data transfers accordingly.
- d. Customers shall allow PSL to carryout maintenance activities as and when required. PSL will carry out repair and maintenance activity on non receipt of confirmation from customers and shall not be responsible for loss of service.
- e. In case of emergency and customer services are affected partially or fully, PSL will evaluate the criticalness and carryout maintenance to restore service immediately without any prior notice

This is a public disclosure of the service level agreement and is considered as an integral part of customer KYC. It is considered that the customer has agreed and given proper consent before opting in services from Pioneer Services Limited.