SERVICE LEVEL AGREEMENT

Confidential

Cyfuture India Pvt. Ltd.
SDF G 13 & 14, NSEZ, Phase – II, Noida - 201305

SERVICE LEVEL AGREEMENT

This Agreement is effective the date on which Order is placed and Customer accepts the terms as mentioned in the Master Service Agreement (MSA) and this Service Level Agreement (SLA) which forms part of the order. This Agreement is between Cyfuture India Pvt. Ltd. hereinafter referred to as "**Service Provider**" and '**XYZ enterprise'** herein referred as **"Customer"**, and is valid for a term as stated. The terms of this Agreement shall apply only to those Services which are referred and any Supplemental Services agreed by both the Parties.

This Agreement provides the right - under certain circumstances specified below, for a Customer to receive Services Credits in the event of failure to provide Services by the Service Provider to the Customer as mentioned in accordance with (i) the MSA, (ii) Service Provider's AUP and (iii) this SLA, each of which is incorporated herein by reference and made a part hereof (collectively the "**Documents**")
Service Provider and the Customer shall be referred collectively as "**Parties**". Unless the context otherwise requires, all capitalized terms used but not otherwise defined herein shall have the meanings as found in MSA. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. All capitalized terms used in this Agreement defined in the MSA and not defined hereunder shall have the same meaning as defined in. The Service Provider reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Customer, subject to mutual approval.

Customer acknowledges that the Service Provider has the expertise and knowledge for providing the Services as mentioned. The Customer has shown his interest in availing the Services provided by Service Provider by completing/accepting the terms, conditions as mentioned in the MSA and the standard of the Service as provided in this SLA.

Service Provider agrees to provide the services to Customer as detailed for an Initial Period of ONE YEAR and for said period the Customer has agreed to pay the amount as agreed.

1. DEFINITIONS

In this Agreement, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:
"Colocation Services". Means the Rack space provided to customer with power, cooling & internet bandwidth.

"**Customer Area**": means the rack or any space provided by Service Provider to Customer where the server of Service Provider is located for the purpose of providing Services. Confidential **"Downtime" ("D")** shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. Where if Cyfuture India Pvt. Ltd. identifies the service outage, the downtime begins from there on or if customer identifies and a Trouble Ticket is raised from the occurrence of Service Outage, the time period for Downtime begins upon start of Service Outage and ends when the *Trouble Ticket* is closed by Service Provider subject to due confirmation from the Customer on resolution of the outage. The time periods are calculated on basis on the number of outages per respective month and excluding the events covered under headings *Exceptions* to this SLA which shall not for the purposes of this SLA be included while measuring Downtime

"Exceptions" all the events as mentioned in clause 3 herein and shall mean either an event or a set of events, any occurrence and the duration of occurrence of which shall not constitute a Service Outage or Downtime for the purposes of this SLA.

"Emergency Maintenance" shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Service etc. as the case may be and has to be attended immediately. Service Provider shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

"Facility": The facility is located at office of Cyfuture India Pvt. Ltd. Datacenter in NOIDA where Service Provider provides space, racks for placing the servers.

"**Fees**": means the amount invoiced by Service Provider other than the Initial Term fees to be paid to by the Customer for use of services provided by Service Provider.

"**Master Service Agreement**": means the agreement which the Customer will acknowledged and agreed to the terms mentioned therein.

"Network": means the portion internal computer network owned or operated on behalf of Service Provider that extends from the outbound port on a Customer's cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

"Actual Uptime" ("A"): is the aggregate percentage of Total Uptime Hours in respective month during which the Services is actually made available for use by Customer.

"**Representatives**": means any person who is nominated or appointed by the Customer to visit the Facility center.

"Service Credits" shall mean services which the Customer would be entitled on account of failure of the Service Provider to provide Services as per the standards mentioned in this Agreement. Service Credit shall mean a reimbursement of calculated portion of monthly payment from the Services as set out in section 2 hereunder.

"Service Catalogue" shall contain all or any of services/facilities viz., back up facility, dedicated firewall facility, hardware monitoring facility, help desk support, load balance server, network and power uptime, OS management, shared firewall service and Version Control described in Annexure A to this SLA which may be availed by the Customer along with the Services as mentioned from Service Provider. Confidential **"Service Outage"** shall mean an unscheduled disruption/failure in any Service offered by Service Provider as per this Agreement, due to which Customer's server is un-accessible to Customer. The outage of Services due to, but not limited to the following shall be a Service Outage; Customer is unable to transmit to or receive information from his network equipment because Service Provider failed to provide facility services to its network equipment including , switch, router, firewall etc. Failure of Services like Internet connectivity, IDC LAN etc. shall also be treated as Service Outage.

"Space": The Portion of rack which is leased/licensed to Customer for placing their server.

"Setup Charges": means all charges which may be incurred by Cyfuture India Pvt. Ltd. for installing the server or any other expenses incurred for the commencement of Services to the Customer.

"Support Desk" shall be the location where the Customer should report a fault. Details of the same are mentioned in the clause 9 of this SLA, or if changed, may be intimated from time to time by Service Provider to the Customer.

"Total Uptime Hours" shall mean 24 hours 365 days a year (year is defined as period of 365 days)

"Trouble Ticket or Ticket" means issuing a ticket with a unique identification number confirming the customer complaint logging in with Service Provider in relation to a Service Outage faced by the Customer.

2. SCOPE OF THE SERVICES

2.1 Service Provider will provide the Services as per the services opted by the Customer , details of all the services are provided in the Service Catalogue which is provided in Annexure A along with this SLA.

2.2 Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Cyfuture India Pvt. Ltd. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in the Annexure A of this Agreement.

2.3 Services will be provided to the Customer by the Service Provider with the infrastructure available at its data center which consists of the following:

- Dual active power sources.
- Tier III - (system) + (system) Architecture - Fault Tolerant with No Single Point of Failure
- Capability to provide 99.982 % SLA
- Unique Six Zone Security System
- Carrier Neutral Datacenter
- ISO 9001-2008 & 27001 Certified

2.4 Service Provider assures the Customer 99.982% uptime availability of the Infrastructure including Power* and Cooling** covered by this SLA. Hardware* Uptimes SLA would be 4 hours resolution from the time of detection of hardware Confidential problem either by the service provider help desk or by the customer. Subject to clause 3 of this Agreement, in the event the Service Provider fails to provide the Customer with the Services required by the Customer in accordance with the Agreement, such failure resulting from complete unavailability of Service Provider Network, such events will be treated as "Qualified Network Downtime Event" for which Service Provider will issue the Customer a Service Credit - calculated as per method provided in clause 2.5.

** Service provider assures to provide cooling @ 21°C (+/-) 2°C and Humidity levels @ 50 % (+/-) 5%.

2.5 The Actual Uptime (A) calculated in the respective month and it will be measured (compared) against the total uptime hours of the year 99.95%. If the outages exceeds total uptime hours the following service credits shall be due to Customer:

A >= 99.982% No Credits
A= 99.982% < 99.00% 5 days equivalent service credit for the Service period affected calculated on a prorate basis.
A= 98% < 96 15days equivalent service credit for the Service period affected calculated on a prorate basis
Calculation of Actual Uptime % **=** $\frac{\text{Total Uptime Hours} - \text{Actual Down time}}{\text{Total Uptime Hours}} \times 100$.

3. EXCEPTIONS

3.1 The following events do not constitute a Downtime and shall not be eligible to be considered for any Service Credit:

a. Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at least two working days prior notice and mutually agreed by the Customer; The usual scheduled Maintenance time is the early hours of the morning i.e., between 1am to 5am or as desired by the technical support team at Cyfuture India Pvt. Ltd.. The usual maintenance time would not be more than two hours.

b. Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by Service Provider.

c. DNS Issues not in scope and control of service provider.

d. Negligence or other conduct of Customer or its Authorized Persons, including a failure or malfunction resulting from applications or services provided by Customer or its Authorized Persons;

e. A shut down due to circumstances reasonably believed by Service Provider to be a significant threat to the normal operation of the Services, the Service Provider's facility, or access to or integrity of Customer data (e.g., hacker or virus attack); Confidential

f. Failure or malfunction of any equipment or services not provided by Service Provider;

g. Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Customer and its Authorized Persons.

h. Any problems outside the Service Provider Facility Network.

i. Any interruptions, delays or failures caused by Customer or Customer's employees, agents, or subcontractors, such as, the following:

i. Inaccurate configuration.

ii. Non-compliant use of any software installed on the server.

iii. Customer initiated server over-utilization.

iv. Any problems related to the attacks on the machine such as hacking, attacks, and exploits.

j. Any specific services not in customer service

k. Force Majeure event

4. SERVICE CREDIT

4.1 Service Provider agrees that it shall provide for the requisite service credits to the Customer in the event of it not being able to provide the Services for which it had already received the payments.

4.2 Service Provider agrees that on occurrence of any event as mentioned in clause 2.2 the Customer would be eligible to request a Service Credit on compliance of the terms as mentioned in clause 6.1.(a) of this SLA.

4.3 Customer shall be eligible for Service Credit for only those Downtime which has occurred a year prior to the date of claim and the maximum Service Credit to which Customer shall be entitled is as mentioned in clause 6.1.(c).

5 PROCEDURES FOR AVAILING SERVICE CREDITS

5.1 Whenever the Customer encounters Service Outage, the following procedure should be followed;

a. The Customer should contact the Service Provider "Support Desk" without undue delay and shall request for a Ticket number immediately and can track the Trouble Ticket number till the Ticket is closed on resolution of the outage. Confidential

b. The Service Provider on the receipt of the issue of Ticket to the Customer shall have a background check to verify if the Customer is eligible for the Service Credit.

c. When the Services Provider fails to provide Services in accordance of the SLA entitling Customer for Service Credits, the Service Provider shall credit the Customer's account the prorated base charges from the day the Trouble Ticket is issued to Customer till the Ticket is closed on resolution of the outage.

5.2 Service Credits will be adjusted in the next quarterly billing

6 WARRANTIES OF SERVICE PROVIDER

6.1 Additional Warranties of Service Provider

6.1.1 Service Provider warrants that it shall perform and provide Services in a professional and workmanlike manner in accordance with this Agreement.

6.2 Additional Warranties of Customer

6.2.1 The Customer will not do any voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering plan .The customer will not originate the voice communication service from a Telephone in India and/or terminate the voice communication to any Telephone within India.

6.2.2 The Customer will not establish any connection to any public switched Network (i.e. telephone voice network) in India and will not use any dial up lines with outward dialing facility from Nodes.

6.2.3 Customer acknowledges and will not establish any interconnectivity between ISPs for the purposes of offering Internet Telephony Services

7. LIABILITY

7.1   Customer agrees that the service provider shall not be deemed negligent at fault or liable in any respect of any delay, interruption or failure in performance hereunder resulting from fire, flood, water the elements, explosion acts God, war, accidents, labour, disputes, strikes, shortage of equipment or supplier or other causes beyond the reasonable control of the parties delayed or prevented from performing.

7.2   Customer shall indemnify and hold harmless service provider, its agents, contractors and employees from and against any and all claims, liability , damage, loss or expenses of

whatever nature which may arise out of the negligent or intentional acts or emission of customer, its agents, employee, contractor or authorized person.

7.3   The customer agrees that notwithstanding anything contained in this agreement the liability of the service provider on account of any claim or cause of action arising on account of breach any of the term of this agreement shall be limited to the account of fees paid by the customer. The limitation set forth in this clause shall apply to all clauses shall apply to all causes of actions or claim in the aggregate, breach of contract of warranty, negligence, strict liability, misrepresentation & other torts. Further the customer shall enforce any such claim on referred to in this clause within one year of the alleged breach having taken place. The service provider & the customer expressly acknowledge and agree that the limitation and exclusion contained herein represent agreement of the parties as to the allocation of risk between the parties in connection with service provider's obligations under this agreement.

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Annexure A

As mentioned in the Service Catalogue the following Services will be provided by the Service Provider. In the event there is a disruption in Service or alarm is triggered, the troubleshooting and resolution of the problem in respect of each Service, where applicable, shall be as follows:

TROUBLESHOOTING & RESOLUTION TIMES Priority	Priority Definition	Mean Time to Assist (MTTA)	Mean Time to Repair (MTTR)	Updates
High	Out of Service –Eg: N/W, Device Down, Power Down or Infrastructure down at Cyfuture India Pvt. Ltd. Datacenter Premises.	15 minutes*	4 Hours	**30 Minutes**
Medium	Partial/Intermittent Service Interruptions – Eg: System, N/W performance degraded but still functioning. (For services being provided by Cyfuture India Pvt. Ltd. and inside its premises)	30 minutes *	8 Hours	**1 Hour Interval**
Low	All Change requests, Access Requests etc.	1 Hour *	24 Hours	**4 Hours**

Time starts when the problem is detected by Cyfuture India Pvt Ltd. Help Desk team or reported by the customer and ends on assistance/repair as applicable

Scope of Work

Response & Escalation Matrix (Data Center Ops & Network Support Services, Service Delivery)

Escalation matrix

Response & Escalation Matrix (Data Center Ops & Network Support Services)

Problem Type (Priority & Severity)	Level I	Level II	Level III	Level IV	Level V
DC & Network Support - Normal	< 1 Hr	After 1 Hrs	After 4 Hrs	After 6 Hrs	After 8 Hrs
DC & Network Support - Major	< 30 Mins	After 1 Hrs	After 3 Hrs	After 4 Hrs	After 6 Hrs
DC & Network Support - Critical	< 15 Mins	After 30 Mins	After 2 Hrs	After 3 Hrs	After 4 Hrs
Data Center Support Services	DC Helpdesk Team support@go4hosting.com 91-120-6667718	Sr System Engineer-IDC Email: 2ndlevel@cyfuture.com Direct No : 91-120-6667719	Vinod Yadav Support Manager-IDC Email: vinod.yadav @cyfuture.com Direct No: 91-120-6667720 Mob: 9212889832	Santosh Sahoo Sr. Manager-IDC Email: santosh.sahoo@cyfuture.com Direct No: 91-120-6667720 Mob: 91-9643108973	Rahul.Baweja Assistant Vice President Email: rahul.baweja @cyfuture.com Direct No: 91-120-6667735 Mob: 91-9643108642
Network Support Services	NOC Helpdesk Team Email: nsd@cyfuture.com 91-120-6667789	Lead -NOC Amrit Pal Email: amrit.pal@cyfuture.com Direct No : 91-120-6667789 Mob : 91-9711621945	Vinod Yadav Support Manager-IDC Email: vinod.yadav @cyfuture.com Direct No: 91-120-6667720 Mob: 91-9212889832	Santosh Sahoo Sr. Manager-IDC Email: santosh.sahoo@cyfuture.com Direct No: 91-120-6667720 Mob: 91-9643108973	Rahul.Baweja Assistant Vice President Email: rahul.baweja @cyfuture.com Direct No: 91-120-6667735 Mob: 91-9643108642
Service Delivery	DC Delivery Team Email: implementation@cyfuture.com 91-120-6667745	Tech- Lead -Delivery Arun Gupta Email: arun.gupta@cyfuture.com Direct No: 91-120-6667745 Mob: 91-9582213474	Pankaj Bhardwaj Service Delivery Manager -IDC Email: pankaj.bhardwaj@cyfuture.com Direct No: 91-120-666713 Mob: 91-9643108644	Santosh Sahoo Sr. Manager-IDC Email: santosh.sahoo@cyfuture.com Direct No: 91-120-6667720 Mob: 91-9643108973	Rahul.Baweja Assistant Vice President Email: rahul.baweja @cyfuture.com Direct No: 91-120-6667735 Mob: 91-9643108642

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