



Annexure – 1 Service Level Agreement

SERVICE LEVEL AGREEMENT

This Agreement is effective from the Service Commencement Date as defined in Clause 1.1 (i) of the Agreement

This Agreement provides the right under certain circumstances specified below, for a Customer to receive Service Credits in the event of failure by Cloudbox99 to provide Services to the Customer in accordance with the Agreement.

Customer acknowledges that Cloudbox99 has the expertise and knowledge to provide the Services. The Customer has shown his interest in availing the Services provided by Service Provider by accepting the terms and conditions mentioned in this Agreement and the standard of the Service as provided in this SLA.

1. DEFINITIONS

In this SLA, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:

“Downtime” (“D”) shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. Where if Cloudbox99 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 Cloudbox99 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” shall mean all the events as mentioned in Clause 3 of this SLA and shall include 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. Cloudbox99 shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

“Facility” means the facility located at office of Cloudbox99 in Hyderabad where Cloudbox99 provides space, racks for placing the servers.

“Fees” means the amount invoiced by Service Provider.

"Network" means the portion of internal computer network owned or operated on behalf of Cloudbox99 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") shall mean 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 Cloudbox99 to provide Services as per the standards mentioned in this Agreement.

"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.

"Service Outage" shall mean an unscheduled disruption/failure in any Service offered by Cloudbox99 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 Cloudbox99 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.

"Setup Charges": means all charges which may be incurred by Cloudbox99 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 Schedule B to this SLA, or if changed, may be intimated from time to time by Cloudbox99 to the Customer.

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

"Trouble Ticket" means issuing a ticket with a unique identification number confirming the Customer complaint logged in with Cloudbox99 in relation to a Service Outage faced by the Customer.

2. SCOPE OF THE SERVICES

2.1 Cloudbox99 may provide such Services as provided in the Service Catalogue provided in Annexure A to this SLA. The Customer may issue one or more purchase orders to Cloudbox99 for Services and Cloudbox99 shall accept a purchase order only if it is in accordance with the terms of this Agreement and for services as covered by the Service Catalogue.

2.2 Cloudbox99 assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Cloudbox99. 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 Cloudbox99 assures the Customer 99.995 % 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 problem either by Cloudbox99 help desk or by the Customer. Subject to Clause 3 of this SLA, in the event Cloudbox99 fails to provide the Customer with the Services required by the Customer in accordance with the SLA, such failure resulting from complete unavailability of Cloudbox99 network, such events will be treated as "Qualified Network Downtime Event" for which Cloudbox99 will issue the Customer a Service Credit - calculated as per method provided in Clause 2.5.

** Cloudbox99 assures Customer that it will 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 99.995%. If the outages exceeds total uptime hours the following service credits shall be due to Customer:

A >= 99.995% No Credits

A in between 99.994% to 99.000% 2 days equivalent service credit for the Service period affected calculated on a prorate basis.

A in between 98.999% to 98.000% 7 days equivalent service credit for the Service period affected calculated on a prorate basis.

A is < 98% 15days equivalent service credit for the Service period affected calculated on a prorate basis

Calculation of Actual Uptime % = $\frac{\text{Total Uptime Hours} - \text{Actual Downtime}}{\text{Total Uptime Hours}} \times 100$.

3. EXCEPTIONS

Confidential

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CloudBox99, 38345 W.10 Mile Road, Suite 300, Farmington Hills, MI 48335, USA -Ph: 844-256-8300

- 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 seven days prior notice and to the Customer and also interruption due to Emergency Maintenance; The usual scheduled maintenance time is the early hours of the morning i.e., between 1am to 6am. The usual maintenance time would not be more than two hours.
 - (b) Hardware failure
 - (c) Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by Cloudbox99.
 - (d) DNS Issues not in scope and control of Cloudbox99.
 - (e) 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;
 - (f) A shut down due to circumstances reasonably believed by Cloudbox99 to be a significant threat to the normal operation of the Services, Cloudbox99's facility, or access to or integrity of Customer data (e.g., hacker or virus attack);
 - (g) Failure or malfunction of any equipment or services not provided by Cloudbox99;
 - (h) Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Customer and its authorized persons.
 - (i) Any problems outside the Service Provider Facility Network.
 - (j) 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.
 - (k) Any specific services not part of Services.
 - (l) Force Majeure event.

4. SERVICE CREDIT

- 4.1 Cloudbox99 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 Cloudbox99 agrees that on occurrence of any event that attracts service credits 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 Downtimes which has occurred a month 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. PAYMENT TERMS

- 5.1 The Customer shall pay all the charges as set out in the Agreement which includes one-time setup charges, Quarterly recurring charges and other supplemental charges for any Supplemental Services provided including before the Service Commencement Date.

6. PROCEDURE FOR AVAILING SERVICE CREDITS

- 6.1 Whenever the Customer encounters Service Outage, the following procedure should be followed;
- (a) The Customer should contact Cloudbox99 "Support Desk" without undue delay and shall request for a Trouble Ticket number immediately and can track the Trouble Ticket number till the Trouble Ticket is closed on resolution of the outage.
 - (b) Cloudbox99 on the receipt of the issue of Trouble Ticket to the Customer shall have a background check to verify if the Customer is eligible for the Service Credit.
 - (c) When Cloudbox99 fails to provide Services in accordance of the SLA entitling Customer for Service Credits, Cloudbox99 shall credit the Customer's account the prorated base charges from the day the Trouble Ticket is issued to Customer till the Trouble Ticket is closed on resolution of the outage.
- 6.2 Service Credits will be adjusted after end of existing contract by giving additional service Days.

7. WARRANTIES OF CLOUDBOX99

7.1 Additional Warranties of Cloudbox99 in regards to SLA:

Cloudbox99 warrants that it shall perform and provide Services in a professional and workmanlike manner in accordance with this Agreement.

8. REPRESENTATIONS OF CUSTOMER

8.1 Additional Warranties of Customer in regards to SLA.

- (a) 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.
- (b) 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.
- (c) Customer acknowledges and will not establish any interconnectivity between ISPs for the purposes of offering Internet Telephony Services.

9. NETWORK SECURITY:

For securing the servers of clients against any NW threats, the following are implemented:-

Firewall, IPS and Antivirus etc. However, Customer can opt for dedicated security gadgets by paying the relevant charges.

**Schedule B to Annexure – 1
ESCALATION PROCEDURE**

1) In Case of a Customer Complaint:

Sl. No.	Step	Responsibility
1	<p>Reporting of complaints by the customer</p> <p>All complaints are reported to the Helpdesk through any of the means:</p> <p>Landline No: 844-256-8300 Electronic Mail: support@Cloudbox99.in</p> <p>* The customer should give the Customer ID along with the complaint which is down for quick tracking & restoration.</p>	Customer Care Executive