



Service Level Agreement (“SLA”)

(BTRACK INDIA) Service Level Agreement (“SLA”) applies to all Virtual / Cloud Servers, Dedicated Hosting Servers, Shared Servers and Co-location clients. The Client agrees that measurements via our “Self Service” portal establish the eligibility for any applicable Performance Credits. In the event that the Client determines a discrepancy in such measurement, Client shall promptly notify (BTRACK INDIA) and Client will mutually agree upon the validity and accuracy of the measurement, and upon Client’s eligibility for any applicable Performance Credits BtrackCloud (BTRACK INDIA) reserves the right to add, modify, or delete any aspects of the Service Level Agreement at any time at its sole discretion.

DEFINITIONS

“Actual Uptime” (“A”) means the aggregate percentage of hours (vis a vis the Coverage Hours) in a month during which the Service is actually available for use by Customer /or its client.

“Coverage Hours” shall mean 24 hours, 7 days a week, 365 days in a year.

“Credits” shall mean such free service as are more particularly detailed herein in Section 7, to which the Customer would be entitled on account of deviations in the quality of Service Levels.

“Downtime” (“D”) shall mean the duration of the Service Outage, calculated in aggregate number of hours in any month, beginning when a Trouble ticket is initiated and ending when the trouble ticket is closed by BtrackCloud subject to due confirmation from the Customer of resolution of the outage. If one service is down for ‘x’ minutes and after sometime, another service is down for ‘y’ minutes, the total downtime would be ‘x+y’. The time periods calculated for events covered under Section 8 to this SLA shall not, for the purposes of this SLA be included while measuring Downtime.

“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, danger to life etc. as the case may be and has to be attended immediately. BtrackCloud shall try to notify the Customer about the emergency maintenance in advance, however depending upon the demands of the situation; BtrackCloud may do so at earliest opportunity after the performance of the emergency maintenance.

“Exceptions” shall mean either an event or a set of events as are more particularly detailed in Section 8 hereto, the occurrence and the duration of occurrence of which shall not constitute a Service Outage or Downtime for the purposes of this SLA..

“Excused downtime,” (“E”) means the agreed aggregate number of hours in any month that BtrackCloud shall seek to carry out troubleshooting or upgrade to the equipment, with intent to better the Services. This downtime will be subject to prior written consent and confirmation from Customer. The Emergency Maintenance is part of the Excused Downtime.

“BtrackCloud Helpdesk” 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 BtrackCloud to Customer.

“Scheduled Downtime” (“S”) means the aggregate number of hours in any month during which the Services downtime is requested by SpectraCloud to carry out checks, configuration changes, preventive maintenance of BtrackCloud material

(a) Of which Customer is notified 48 hours in advance and

(b) that is performed during a standard maintenance window from 11 PM to 6 AM local time of BtrackCloud IDC at which BtrackCloud Material is located or



(c) Performed during a non-standard maintenance window at a time approved by Customer's designated point of contact (as per Section 9) by a

Method chosen by BtrackCloud (telephone, e-mail, fax or pager).

Nothing herein shall restrict BtrackCloud from conducting Emergency Maintenance on an as needed basis. The Customer may at their discretion ask for Scheduled Downtime to repair the Customer Material.

Examples of activities covered under Scheduled Downtime include (but not limited to):

- Antivirus update on windows server
- Routine Preventive Maintenance
- Preventive Maintenance of utilities like PAC, UPS, Server Room, etc.
- Application Version upgrades.
- Cold backups scheduled or as requested by Customer.

"Service Outage" shall mean an unscheduled disruption/failure in any Service offered by BtrackCloud, due to which Customer's server is inaccessible to customer and/or its client. The outage of Services due to, but not limited to the following shall be a Service Outage

- i. Any failure of BtrackCloud Material including switch, router, firewall etc. offered as a part of BtrackCloud Services
- ii. Any failure of Shared Services like Internet connectivity, IDC shared LAN etc. offered as a part of BtrackCloud Services

"Total time" ("T") in hours during the month (example 30x24 hours in a 30 days month)

"Trouble Ticket" shall mean the issue of a ticket bearing an identification number confirming logging in of the Customer complaint to BtrackCloud in relation to a Service Outage upon the Customer reporting a fault by a method set out herein.

All capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.

2. CUSTOMER OBLIGATIONS

2.1 The Customer shall ensure compliance of standard operating procedures and any changes thereto shall be subject to the prior specific written consent of the Customer.

2.2 The Customer shall nominate a person to co-ordinate all activities with BtrackCloud and agree upon suitable validation process to identify such person.

3. ACTUAL UPTIME / AVAILABILITY OF SERVICES

3.1. BtrackCloud will provide each part of the Service with service availability for the Coverage Hours out of the IDC.

3.2 The Service shall have an Actual Uptime "A" of 99.00% averaged over a monthly basis and the same shall be calculated as per the following formula:

$$A = \frac{T-S-E-D}{T-S-E}$$

3.3 BtrackCloud shall ensure that the Downtime (excluding Scheduled Downtime and the Excused Downtime for the Services) does not exceed 4 hours for a single occurrence.

4 PERFORMANCE REVIEWS



On a monthly basis, a list of reports including a 'Downtime/ Availability' report (as shown in Exhibit A), as mutually agreed between both the parties as a part of Services offered by BtrackCloud, would be provided to the Customer by BtrackCloud if asked.

Based on the reports or otherwise, the performance would be reviewed every month between BtrackCloud and the Customer's technical and User teams. Customer may ask for clarifications on the same, which shall be provided by BtrackCloud. SLA's would also be reviewed if any new Business or operational changes are to be effected.

5. FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

5.1 The Customer personnel shall notify the BtrackCloud IDC HELPDESK to report a Service Outage. The BtrackCloud IDC HELPDESK shall have a Trouble Ticket opened for the Customer and Customer shall quote the Trouble Ticket Number in all future communication.

5.2 Upon opening of a Trouble Ticket, BtrackCloud shall investigate the reported Service Outage and shall promptly use best industry standard efforts to rectify the same.

5.3 In case the Call is related to any network equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Customer, before taking the equipment in maintenance.

5.4 Any call, which is not resolved within 1 hours of reporting, must be informed to Customer.

5.5 BtrackCloud shall attempt to resolve all Trouble tickets within 2 (two) hours of logging. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Customer.

5.6 BtrackCloud shall ensure that all unresolved calls beyond two hours are informed to Customer.

5.7 Upon such rectification, BtrackCloud shall communicate the same to the Customer and close the Trouble Ticket. BtrackCloud shall ensure that call closure is done after Customer's acknowledgement. More specifically in case the Service Outage is related to application software or communication links or any other resource / service not provided by BtrackCloud, BtrackCloud shall communicate the same to the Customer immediately and both Parties shall decide on initiating steps to rectify the deviation.

5.8 The service window for all the calls shall be 24x7x365 (Trouble Tickets 24x7x365 & Telephonic 9AM to 9PM).

6 .ESCALATION PROCEDURE

In case where the Customer encounters Service Outage, the following escalation procedure shall

- The Customer should first contact the BtrackCloud Helpdesk and notify the complaint. BtrackCloud shall then immediately issue a Trouble Ticket number.
- If the call is not resolved within one hour by BtrackCloud from reporting to BtrackCloud Helpdesk, Customer may intimate THE SHIFT MANAGER of BtrackCloud IDC.
- If the call is not resolved within two hour thirty minutes from reporting to the BtrackCloud Helpdesk, then Customer may escalate /report to OPERATIONS HEAD of BtrackCloud IDC.

7. CREDITS AND CREDIT CLAIM PROCEDURE

7.1 If the Actual Uptime during the month under consideration is less than 99.00 % this will lead to SLA violation and, BtrackCloud shall provide Credits as set out herein.

7.2 If the Actual Uptime (A) calculated as per clause 3.2 above is less than 99.00%, the following Credits shall be due to Customer:



A >= 99.00%		No Penalty
98%	=< A < 99.00%	2 days equivalent of Charges for the Service affected calculated on a pro rata basis
97%	=< A < 98%	3 days equivalent of Charges for the Service affected calculated on a pro rata basis
96%	=< A < 97%	4 days equivalent of Charges for the Service affected calculated on a pro rata basis
95%	=< A < 96%	5 days equivalent of Charges for the Service affected calculated on a pro rata basis
A < 95%		6 days equivalent of Charges for the Service affected calculated on a pro rata basis

7.3 Record and data for the Service Availability computations and determinations as available in 'Downtime/ Availability' report (as shown in Exhibit A) shall be discussed, reviewed and mutually agreed by the two parties during monthly reviews.

8. EXCEPTIONS

Customer shall not receive any Credits in connection with any Service Outage that is caused by or pursuant to or associated with:

- Failure of the Customer links, access circuits, local loop or any network not owned or managed by BtrackCloud; or total stoppage of

any third party services which affects globally the Customer locations to access hosted services and host application processes.

- Time taken during offline backups, either planned or requested by the Customer after advance intimation.
- DNS issues outside the direct control of BtrackCloud;
- Failure of or defect in Customer Material
- Any other acts of commission or omissions of Customer or others authorized by Customer, including without limitation, any

negligence, willful misconduct, or use of the BtrackCloud Material and /or Services in breach of terms and conditions of this agreement or in case BtrackCloud suspends the Services as per the provisions and terms and conditions of Agreement

- Damage to or faults in the equipment resulting from (i) accidents, (ii) transportation, (iii) neglect and/or misuse by Customer or its

authorized representatives;

- Use of any BtrackCloud Material and /or Services by Customer for purposes other than that for which it was acquired;
- Any act or omission on the part of the Customer including but not limited to failure to notify the HELPDESK of a Service Outage;
- Service Outages in respect of which no Trouble Ticket is logged or Credits have not been specifically requested by Customer;
- Events or occurrences that result in "no trouble found" Trouble Ticket, as confirmed by Customer;
- An interruption where the Customer elects not to release a Service for testing and repair and continues to use it on an impaired basis.
- Regulatory events.
- Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Customer and its end-user.
- Any Force Majeure event



8. LIST OF CONTACT POINTS FOR ENFORCING THIS SLA

9.1 BtrackCloud Contact point:

Name: [BtrackCloud Helpdesk](#)

E-mail ID: support@btrackindia.com

9.2 Customer Contact points

:

Name:

Telephone number:

E-mail ID:

9.3 Parties shall promptly inform any change in details of the above contact points to the other Party in order to facilitate proper communication of messages. Any such change shall be effective within 24 (twenty four) hours of receipt of a written notice by the party to

whom it is communicated.

Exhibit A

Downtime / Availability Report Format

