

**SERVICE LEVEL AGREEMENT**



**Strad Solutions Data Center**

## SLA - Service Level Agreement

### **SERVICE LEVEL AGREEMENT**

This Agreement is effective the date on which Order Processing Form (OPF) 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 OPF. This Agreement is between IDC Mumbai hereinafter referred to as "**Service Provider**" and the Customer, and is valid for a term as stated in the OPF. The terms of this Agreement shall apply only to those Services which are referred in the OPF 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 OPF 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 the OPF and not defined hereunder shall have the same meaning as defined in the MSA or the OPF. 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 in the OPF. The Customer has shown his interest in availing the Services provided by Service Provider by completing the OPF by 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 in OPF for an Initial Period as mentioned in OPF and for said period the Customer has agreed to pay the amount as agreed in the OPF.

#### **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 as per OPF.

"**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.

**"Downtime" ("D")** shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. WhereiStrad Solutions 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 Strad Solutiond Data Center in Mumbai 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 had 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 in the OPF from Service Provider.

**"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 IDC Mumbai 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"** 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 in the OPF, 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 Strad Solutions. 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 from two different power generation plants.
- Tier III - (system) + (system) Architecture - Fault Tolerant with No Single Point of Failure
- Capability to provide 99.95 % SLA
- Unique Six Zone Security System
- Lean Six Sigma - ITIL Framework
- Carrier Neutral Datacenter
- ISO 20000-1 & 27001 Certified

2.4 Service Provider assures the Customer 99.95 % 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 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 >= 99.9% No Credits

A= 99.9% < 99.00% 2 days equivalent service credit for the Service period affected calculated on a prorate basis.

A= 99.00% < 98.00% 7 days equivalent service credit for the Service period affected calculated on a prorate basis.

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

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

### 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 **Seven** 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. 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);

- 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.
- l. 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 PAYMENT TERMS**

- 5.1 The Customer shall pay all the charges for the term as opted by him in the OPF in advance which includes One time setup charges, Quarterly recurring charges and other supplemental charges for any Supplemental Services provided during the Initial Term on or before the Service Commencement Date.
- 5.2 The details of the charges are mentioned in the **OPF** which forms part of this Agreement.
- 5.3 All the payments terms mentioned in this Agreement and the obligations of the Parties detailed in MSA shall be followed in true spirit.

#### **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 the Service Provider "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. The Service Provider 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 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 Trouble Ticket is closed on resolution of the outage.

6.2 Service Credits will be adjusted in the next quarterly billing

## 7 **WARRANTIES OF SERVICE PROVIDER**

### 7.1 Additional Warranties of Service Provider in regards to SLA

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

7.1.2

### 7.2 Additional Warranties of Customer in regards to SLA.

7.2.1 The Customer will not do any voice communication from anywhere to anywhere by means of dialing a telephone number (PSTNjISDNjPLMN) 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.

7.2.2 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.

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

1	<p><b>Reporting of complaints by the customer</b>  All complaints are reported to the Helpdesk through any of the means:  Landline No: 022 42645598  Email :support@stradsolutions.com  Generate a support ticket by logging in to the client area at <a href="http://www.stradsolutions.com">www.stradsolutions.com</a></p> <p>* The customer should give the <b>Customer IO</b> along with the complaint which is down for quick tracking &amp; restoration.</p>	Customer care Executive
2	<p><b>Generation of Fault Ticket No</b>  The Helpdesk will enter the details in the fault management system and inform to the customer about the following:  ⊗: Fault ticket No  ⊗: Expected Restoration Time  Note 3: The Expected Restoration Time (ERT) will be reported within half an hour of the customer complaint with cause of failure.</p>	Customer care Executive
3	<p><b>Updates to Customer</b>  Update to the customer will be given 15 minutes before expiry of ERT.</p>	Customer care Executive
4	<p><b>Escalation of Complaint (By Customer)</b>  The customer is free to escalate to relevant Strad Solutions personnel in case customer care does not revert, as per Matrix enclosed.</p>	Customer care Executive



5	<p><b>Ticket Closure</b> Once the fault has been corrected, Helpdesk will contact the customer to ensure that he is satisfied with service restoration. The fault ticket will be closed in accordance</p>	Customer care Executive
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\*\* Logging of complaint is mandatory to ensure that fault ticket number is generated for further reference & auto escalation through our work flow system.

### **DISCLAIMER**

#### Terms and Conditions

1. In Case Of Outage: Strad Solutions Data Center will communicate to customer any outages related to Managed Services elements within 20 minutes of observation of fault through NMS or escalation by our Engineers.
2. Strad Solutions will use reasonable efforts to resolve problems as quickly as possible.
3. As Strad Solutions offers this service based on a combination of third party Hardware & Software, Strad Solutions will not offer any service credits to the Customer in case of non-availability of his website due to a problem with the Managed Load Balancing Services. In such cases, Strad Solutions will work with the customer to remedy problems at the earliest.
4. Strad Solutions reserves the right to modify the server manufacturer at any time. In the event that Strad Solutions changes the server manufacturers, customers are assured that the specifications contracted will remain the same.
5. Please contact us for details pertaining to any other server configurations that might be available.