

Annexure – 1
SLA – 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 CtrlS to provide Services to the Customer in accordance with the Agreement.

Customer acknowledges that CtrlS 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 CtrlS 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 CtrlS 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. CtrlS shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

“Facility” means the facility located at office of CtrlS in Hyderabad where CtrlS 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 CtrlS 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 CtrlS 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 CtrlS 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 CtrlS 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 CtrlS 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 CtrlS 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 CtrlS in relation to a Service Outage faced by the Customer.

2. SCOPE OF THE SERVICES

2.1 CtrlS 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 CtrlS for Services and CtrlS 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 CtrlS assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by CtrlS. 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 CtrlS with the infrastructure available at its data center which consists of the following:
- Dual active power sources from two different power generation plants.
 - Tier IV - (system) + (system) Architecture - Fault Tolerant with No Single Point of Failure
 - Capability to provide 99.995 % SLA
 - Unique Six Zone Security System
 - Lean Six Sigma - ITIL Framework
 - Carrier Neutral Datacenter
 - ISO 20000-1 & 27001 Certified
- 2.4 CtrlS 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 CtrlS help desk or by the Customer. Subject to Clause 3 of this SLA, in the event CtrlS fails to provide the Customer with the Services required by the Customer in accordance with the SLA, such failure resulting from complete unavailability of CtrlS network, such events will be treated as "Qualified Network Downtime Event" for which CtrlS will issue the Customer a Service Credit - calculated as per method provided in Clause 2.5.

** CtrlS 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

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Ctrl S datacenters Ltd, Plot No 16, Software units layout, Hitec City Madhapur, Hyderabad – 500082, Ph: 040-42030700

- 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 CtrlS.
 - (d) DNS Issues not in scope and control of CtrlS.
 - (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 CtrlS to be a significant threat to the normal operation of the Services, CtrlS'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 CtrlS;
 - (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 CtrlS 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 CtrlS 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 CtrlS "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) CtrlS 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 CtrlS fails to provide Services in accordance of the SLA entitling Customer for Service Credits, CtrlS 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 CTRLS

7.1 Additional Warranties of CtrlS in regards to SLA:

CtrlS 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.

10. MANAGING OS AND DB

Setup and administering the OS, DB and HW including the patches updation for the servers for OS and DB will be taken care of by CtrlS as and when required. OS is provided with license and accordingly charged.

11. SERVER AND DB MANAGEMENT

OS and DB management will be provided by CtrlS to the Customer, if opted for and charged accordingly.

12. CLIENT ACCESS TO THE SERVERS

Customer is allowed to access their server only after providing the PO to CtrlS. The Customer is provided with 2 IPs and 24x7x365 monitoring of servers is maintained.

Schedule A to Annexure-1

As mentioned in the Service Catalogue the following Services will be provided by CtrlS. 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)/Response Time	Mean Time to Repair (MTTR)/Resolution Time	Updates
High	Out of Service –Eg: N/W, Device Down, Power Down or Infrastructure down at CtrlS Datacenter Premises.	15 minutes*	8 Hours	1 Hour Interval
Medium	Partial/Intermittent Service Interruptions – Eg: System, N/W performance degraded but still functioning. (For services being provided by CtrlS and inside its premises)	30 minutes*	24 Hours	4 Hour Interval
Low	All Change requests, Access Requests etc.	1 Hour *	48 Hours	12 Hours

* Time starts when the problem is detected by CtrlS Help Desk team or reported by the customer and ends on assistance/repair as applicable &

* Resolution norms for different hardware problems will depend on the SLAs with respective vendors.

- ❑ 95% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.
- ❑ 90% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis
- ❑ Resolution norms will not include WAN link

**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: 040-30580583 Electronic Mail: support@ctrls.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
2	<p>Generation of Fault Ticket No</p> <p>The Helpdesk will enter the details in the fault management system and inform to the customer about the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Fault ticket No <input type="checkbox"/> Expected Restoration Time <p>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>Updates to Customer</p> <p>Update to the customer will be given 15 minutes before expiry of ERT.</p>	Customer care Executive
4	<p>Escalation of Complaint (By Customer)</p> <p>The Customer is free to escalate to relevant CTRL S personnel in case customer care does not revert, as per Matrix enclosed.</p>	Customer Care Executive
5	<p>Ticket Closure</p> <p>Once the fault has been corrected, Helpdesk will contact the Customer to ensure that he is satisfied with service</p>	Customer Care Executive

	restoration. The fault ticket will be closed in accordance with the Customer’s verbal acceptance of satisfactory closure.	
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2) In Case Of Outage: CTRL S IDC will communicate to Customer any outages related to Managed Services elements within 20 minutes of observation of fault through NMS or escalation by its Engineers.

** Logging of complaint is mandatory to ensure that fault ticket number is generated for further reference & auto escalation through our work flow system.

3) Escalation Matrix:

	P0/P1 Tickets	P2 Tickets	P3 Tickets
Level 0	<p>24x7x365 Hours support</p> <p>Support desk team will provide the Ticket # for your call. This Ticket # to be quoted for further escalations if required. +914042030583</p>	<p>24x7x365 Hours support</p> <p>Support desk team will provide the Ticket # for your call. This Ticket # to be quoted for further escalations if required. +914042030583</p>	<p>24x7x365 Hours support</p> <p>Support desk team will provide the Ticket # for your call. This Ticket # to be quoted for further escalations if required. +914042030583</p>
Level 1	<p>> 30 mins</p> <p>Manager on Duty crm@ctrls.in +919963455247</p>	<p>> 2 hrs</p> <p>Manager on Duty crm@ctrls.in +919963455247</p>	<p>> 4 hrs</p> <p>Manager on Duty crm@ctrls.in +919963455247</p>
Level 2	<p>> 1 hr</p> <p>Narayan Sr. Manager, Customer Relations narayan.g@ctrls.in +919000161690</p>	<p>> 4 hrs</p> <p>Narayan Sr. Manager, Customer Relations narayan.g@ctrls.in +919000161690</p>	<p>> 8 hrs</p> <p>Narayan Sr. Manager, Customer Relations narayan.g@ctrls.in +919000161690</p>
Level 3			

	> 4 hrs Sleeva Reddy AVP – SD sleeva.r@ctrls.in +91-994-988-7851	> 8 hrs Sleeva Reddy AVP – SD sleeva.r@ctrls.in +91-994-988-7851	> 16 hrs Sleeva Reddy AVP – SD sleeva.r@ctrls.in +91-994-988-7851
Level 4	> 8 hrs Edwin Kolen COO coo@ctrls.in +919550127743	> 16 hrs Edwin Kolen COO coo@ctrls.in +919550127743	>24 hrs Edwin Kolen COO coo@ctrls.in +919550127743
Level 5	> 12 hrs Mr. Sridhar Pinnapureddy Founder & CEO psreddy@ctrls.in +919908884141	> 24 hrs Mr. Sridhar Pinnapureddy Founder & CEO psreddy@ctrls.in +919908884141	> 48 hrs Mr. Sridhar Pinnapureddy Founder & CEO psreddy@ctrls.in +919908884141

DISCLAIMER

CtrlS will use reasonable efforts to resolve problems as quickly as possible. As CtrlS offers this service based on a combination of third party Hardware & Software, CtrlS will not offer any service credits to the Customer in case of non-availability of his web site due to a problem with not having a redundant architecture in their set up. In such cases, CtrlS will work with the customer to remedy problems at the earliest.

Terms and Conditions

CtrlS reserves the right to modify the server manufacturer at any time. In the event that CtrlS changes the server manufacturers, Customer is assured that the specifications contracted will remain the same. Customer may contact CtrlS for details pertaining to any other server configurations that might be available.

