

General Overview

This is a Service Level Agreement ("SLA") between the Global IT Providers [A unit of GIP Technologies Pvt Ltd] will deliver and Customer will receive any or all of the Services provided by GIP:

- The general levels of response, availability, and maintenance associated with these services.
- The responsibilities of GLOBAL IT PROVIDERS as a provider of these services
- The responsibilities of the clients receiving these service
- Deviations from the standard processes documented in the GLOBAL IT PROVIDERS and SLA.

This Agreement is valid from 02/11/2016. Review is in every 3 years, or as otherwise needed.

1 Service Description

This Agreement ("Agreement") states the terms and conditions by which GIP will deliver and Customer will receive any or all of the Services provided by GIP, including facilities, equipment, bandwidth, managed services and professional services. The specific Services and/or products to be provided hereunder are identified in the order Form(s) applicable to this Agreement. GIP will provide the customer the Services and/or products as described in the order form. GLOBAL IT PROVIDERS clearly documents services provided.

1.1 Service Scope

This Agreement is intended to cover any or all Services ordered by Customer and provided by GIP. In the event that any terms set forth herein apply specifically to a Service not ordered by Customer, Customer can send written notice of the disputed Service in writing to GIP and such terms shall not apply to Customer until disputed service is agreed by both the parties. Failure to give a written notice within thirty (30) days will automatically imply that Customer is agreed upon the price and Service provided by GIP or shall permit Customer to immediately discontinue the use of the disputed Service without further liability.

2.2 Term.

(a) Term Commencement.

The term for each Service will commence on the Service Commencement Date, as indicated in the invoice raised to the customer, when GIP beings providing these Services.

(b) Renewal Term(s).

Upon expiration of Initial Term the contract would be renewed for another term equivalent to the initial term as indicated on the Order Form.

3. Fees and payment terms.

3.1 Fees and Expenses.

Customer will pay all fees due according to the prices and terms listed in the Annex "B" / order Form. The prices listed will remain in effect during the Initial Term indicated in the order form and will continue thereafter, unless agreed by both the parties. Customer also agrees to reimburse GIP for the reasonable amount of actual out-of-pocket reasonable expenses incurred in providing Professional Services to Customer; provided such out-of-pocket expenses are approved in writing in advance by Customer.

3.2 Payment Terms.

On the Service Commencement Date for each Service or as per the payment terms mentioned in Annex "B", if applicable, Customer will be billed an amount equal to all non-recurring charges indicated in the Annex "B" and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred for Professional Services during a month (e.g., excess bandwidth usage fees, travel expenses) will be billed at the end of the month in which the Services were provided. Payment for all fees is due upon receipt of each GIP invoice. All payments will be made in US Dollars.

3.3 Taxes.

All fees charged by GIP for Services are exclusive of all sales and use taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based on GIP income, property or employees.

Services Name features include:

- Domains, Site Lock & SSL Certificates
- Web Hosting
- Cloud Server & Services
- Dedicated Servers
- Servers and Cloud Management
- Bulk SMS Services
- Business Email – office 365
- Infrastructure Management

In addition, GLOBAL IT PROVIDERS provides infrastructure, people, and processes including:

- Escalated support services

- System operations, administration and network connections
- Web access
- System level backup processes and disaster recovery

1.2 Service Level Performance

Service levels identified during technical or functional requirements gathering, as part of GLOBAL IT PROVIDERS' Design Review Board (DRB). Service levels are mentioned below

1.2.1 General Service Levels

Confidential Information; Intellectual Property Ownership; License Grants.

Confidential Information.

1. Nondisclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party, concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party. Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. All Customer Data, including data residing on backup media, shall constitute Confidential Information of Customer. Confidential Information will also include, but not be limited to, GIP Technology, Customer Technology, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

Exceptions.

Information will not be considered Confidential Information hereunder, if such information:

- (i) is known to the receiving party prior to the receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or

- (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

Intellectual Property.

(a) Ownership.

Except for the rights expressly granted herein and the assignment expressly made in paragraph 4.4(a), this Agreement does not transfer from GIP to Customer any GIP Technology, and all right, title and interest in and to GIP Technology will remain solely with GIP. Except for the rights expressly granted herein, this Agreement does not transfer from Customer to GIP any Customer Technology, and all rights, title and interests in and to Customer Technology will remain solely with Customer. GIP and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) General Skills and Knowledge.

Notwithstanding anything to the contrary in this Agreement, neither party will be prohibited or enjoined at any time by the other party from utilizing any skills or knowledge of a general nature acquired during the course of providing or receiving the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of GIP.

4.3 License Grants. (a)By

GIP

GIP hereby grants to Customer a nonexclusive, royalty-free license, during the term of this Agreement, to use the GIP Technology solely for purposes of using the Service(s). Customer shall have no right to use the GIP Technology for any purpose other than using the Service(s).

(b)By Customer.

Customer agrees that if, in the course of performing the Service(s), it is necessary for GIP to access Customer Equipment Customer Data and use Customer Technology, GIP is hereby granted and shall have a nonexclusive, royalty-free

license, during the term of this Agreement, to use the Customer Technology solely for the purposes of delivering the Service(s) to Customer. GIP shall have no right to use the Customer Technology or Customer Data for any purpose other than providing the Service(s).

4.4 Professional Services; Assignments and License.

(a) Assignment of Work.

Effective at the time GIP receives full and final payment for the Professional Service, GIP assigns to Customer all right, title and interest, including all intellectual property rights, in the Work, provided. However, that such assignment does not include the GIP Technology.

(c) License Grants.

- Commencing at the time GIP receives full and final payment for the Work, GIP grants to Customer a non-exclusive, non-transferable, royalty free, perpetual license to use the GIP Technology incorporated into the Work solely in connection with the use of the Work as a whole. To the extent that Customer or its employees or contractors participate in the creation or development of GIP Technology, Customer, on behalf of itself and its employees and contractors, hereby assigns to GIP all right, title and interest, including all intellectual property rights in, the GIP Technology but shall retain a perpetual royalty-free license to use and allow others to use the same solely for Customer's ongoing operations.

2 Roles and Responsibilities

2.1 Parties

The following Service Owner(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Stakeholder	Title/Role	Contact Information
<i>Divisional Liaisons*:</i>	<i>Division:</i>	Contact Information
Sneh Raj	Technical Support	Sneh@globalitproviders.in
Ritu Sharma	Client Acquisition	Marketing@globalitproviders.com
Aakanksha Arora	Accounts & Finance	Accounts@globalitproviders.com
Abhishek Nandan	Human Resources	Hr@giptechnologies.com
Rajesh Mehla	Managing Director	Rajesh@globalitproviders.com

2.2 GLOBAL IT PROVIDERS Responsibilities

GLOBAL IT PROVIDERS will provide the infrastructure, technology, people, processes and monitoring tools necessary for Service Name and:

- Clearly documents services provided in GLOBAL IT PROVIDERS Service Catalog.
- Meet response times associated with the priority assigned to incidents and service requests.
- Generates quarterly reports on service level performance
- Appropriate notification to Customer for all scheduled maintenance via the Maintenance Calendar, Service Catalog web page and/or a communication to campus via the GLOBAL IT PROVIDERS Communication Specialist.

GIP Representations and Warranties.

Authority and Performance of GIP

GIP represents and warrants that

- (i) It has the legal right to enter into Service Level Agreements and perform its obligations hereunder
- (ii) The performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations or cause a breach of any agreement with any third parties.
- (iii) GIP warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.
- (iv) GIP warrants that it will implement and adhere to industry standard physical, data, electronic and administrative security procedures within the Co-location Space and Internet Data Centers and in connection with the delivery of the Services.

In the event of a breach of the warranties set forth in this paragraph 5.1(i), Customer's sole remedy is termination pursuant to Section 9 of the Agreement.

5.2. Service Level Warranty.

In addition to the other warranties and remedies set forth herein, in the event that Customer experiences any of the Service performance issues defined in this Section 5.2 as a result of GIP failure to provide Services according to Statement of Work, GIP will, upon Customer's request in accordance with paragraph 5.2(d) below, credit Customer's account as described below (the Service Level Warranty). The Service Level Warranty shall be limited to Services described in the Statement of Work and, shall not apply to performance issues due to limitations of hardware or Customers application

- (i) caused by factors outside of GIP reasonable control and would not have been avoided through the use of reasonable measures consistent with industry standards;
- (ii) resulted from any unapproved actions or inactions of Customer or any third parties and would not have been avoided through the use of reasonable measures consistent with industry standards; or
- (iii) Resulted from Customer's Equipment.

(a) Service Warranty Definitions.

For purposes of this Agreement, the following definitions shall apply only to the Services (not including Professional Services).

(i) "Downtime period" shall mean any period of time of sustained packet loss in excess of fifty percent (50%) within GIP network. Downtime shall not include any packet loss or network unavailability during GIP scheduled maintenance of the Internet Data Centers, network and Service(s), as described in the Rules and Regulations. Scheduled maintenance shall occur during regularly scheduled times and/or such other windows agreed by the parties not less than 48 hours in advance.

(ii) "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of Service.

(b) Service Credit for Downtime Periods.

GIP shall deliver 99.9% uptime. In the event Customer experiences a Downtime period in excess of .1% of any given 24-hour period (such Downtime period, a "Credit Event"), Customer shall be eligible to receive from GIP a Service Credit for each Credit Event.

Examples: If Customer experiences one Credit Event, he will be eligible to receive one Service Credit. If Customer experiences two Downtime periods, either from a single event or multiple events, he will be eligible to receive two Service Credits.

Customer may employ an independent third party monitoring service to measure the acquiescence with the foregoing uptime commitments.

(c) Customer Must Request Service Credit.

In order to receive any of the Service Credits described in this Section 5.2, Customer must notify GIP within forty-five (5) days from the Credit Event. Failure to fulfill with this requirement will forfeit Customer's right to receive a Service Credit.

Credit Chart:

99.9% to 100% Uptime - 0% Credit

95% to 99.9% Uptime - 10% Credit

90% to 95% Uptime - 25% Credit

0 to 90% Uptime - 100% Credit

(d) Remedies Shall Not Be Cumulative; Maximum Service Credit.

The aggregate maximum number of Service Credits to be issued by GIP to Customer for any and all Downtime periods and Performance Problems that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in the GIP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Customer's final month of Service. In such case, a refund for the US Dollar value of the Service Credit will be mailed to Customer within thirty (30) days.

(ii)

(e) Termination Option for Chronic Problems.

The aggregate maximum number of Service Credits to be issued by GIP to Customer per calendar month shall not exceed five (5) Service Credits. Customer may terminate the Agreement for cause and without penalty by notifying GIP within five (5) days following the end of a calendar month in the event any of the following occurs:

(i) Customer experiences more than six (6) Credit Events during any one (1) month period;

(ii) Customer experiences more than four (4) consecutive hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by GIP.

(f) Limitations. The service level warranty set forth in this section 5.2 shall only apply to the bandwidth provided by GIP and, does not apply to

(i) any Professional Services;

(ii) any Supplemental Services; and

(iii) Any Service(s) that expressly exclude this service level warranty.

This Section 5.2 states customer's sole and exclusive remedy for any failure by GIP to provide Service(s).

5.3 Intentionally Blank.

5.4 Selection of GIP Supplied Equipment; Manufacturer Warranty. Customer acknowledges that it has selected the GIP Supplied Equipment and disclaims any statements made by GIP.

Except with respect to any express warranties for Service(s) related to GIP Supplied Equipment, Customer acknowledges and agrees that its use and possession of the GIP

Supplied Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's warranty, and Customer agrees to look solely to the manufacturer with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent GIP has the right, assigned to Customer solely for the Initial Term.

5.5 No Other Warranty.

Except for the express warranties set forth in this section 5, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. GIP does not make, and hereby disclaims, any and all other Express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. GIP does not warrant that the Services will be uninterrupted, error-free, or completely secure.

- Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Except as caused by a breach of GIP's express obligations and warranties hereunder, GIP does not and cannot control the flow of data to or from GIP' network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although GIP will use commercially reasonable efforts to take all actions to remedy and avoid such events, GIP cannot guarantee that such events will not occur. Accordingly, GIP disclaims any and all liability resulting from or related to such events not caused by a breach of its obligations hereunder.

2.3 Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

Customer Obligations.

6.1 Warranties of Customer.

(a) General.

Customer represents and warrants that

- (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to place and use any Customer Equipment as contemplated under this Agreement;
- (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the Rules and Regulations or cause a breach of any of its agreements with any third parties or unreasonably interfere with other GIP customers, use of GIP Services, and
- (iii) All equipment, materials and other tangible items placed by Customer at Colocation Space will be used in compliance with all applicable manufacturer specifications.

(b) Breach of Warranties.

In the case of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, GIP will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by GIP to prevent any harm to GIP and its business. GIP will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, GIP will promptly restore the Service(s).

6.2 Compliance with Law and Rules and Regulations.

Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with GIP Acceptable Use Policy (AUP) that is part of the Rules and Regulations. Any use of these Services which violates any local, state, national, or international laws which may apply to Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited. Ownership and responsibility of web site (server) contents resides only with the customer and GIP is in no way liable for consequences arising from the web site contents. Customer will observe at all times with all applicable laws and regulations and the Rules and Regulations, as updated by GIP from time to time. Customer agrees that he has received, read and understands the current version of the Rules and Regulations. The Rules and Regulations contain restrictions on Customer's and Customer users' online conduct (including prohibitions against unsolicited commercial email) and contain financial penalties for violations of such restrictions.

6.3 Relocation of Customer Equipment.

In the event, it becomes necessary to relocate the Customer Equipment to another Customer Area or Internet Data Center operated by GIP, GIP will provide written notice of its intent to move not less than thirty (30) days prior with information concerning the new location and other appropriate details thereof (which move shall not be more than twenty (20) miles without Customer's written approval). Customer will cooperate in good faith with GIP to facilitate such relocation, provided that such relocation is based on reasonable business needs of GIP (including the needs of other GIP customers), the expansion of the space requirements of Customer or otherwise. GIP shall be solely responsible for any costs and expenses incurred by GIP in connection with any such relocation and will use commercially reasonable efforts, in cooperation with Customer, to minimize and avoid any interruption to the Services. Any such move shall occur during scheduled maintenance windows or as otherwise agreed to by Client. Any Downtime which occurs outside of scheduled maintenance windows shall be eligible for the credits provided herein.

6.4 GIP Supplied Equipment.

(a) Delivery and Term.

On or prior to the Service Commencement Date, GIP shall deliver Supplied Equipment to Customer at the designated Co-location Space. Customer shall have the right to use the GIP Supplied Equipment for the Initial Term set forth in the ANNEXURE "A", and any additional period agreed to in writing by GIP.

(b) Title.

The GIP Supplied Equipment shall always remain property of GIP. Customer shall have no right or interest in or to the GIP Supplied Equipment except as provided in this Agreement and shall hold the GIP Supplied Equipment subject and subordinate to the rights of GIP. Customer will, at its own expense, keep the GIP Supplied Equipment free and clear from any liens or encumbrances of any kind (except any caused by GIP) and will indemnify and hold GIP harmless from and against any loss or expense caused by Customer's failure to do so. Customer shall give GIP immediate written notice of any attachment or judicial process affecting the GIP Supplied Equipment or GIP ownership.

(c) Use, Maintenance and Repair.

Customer will, at its own expense, keep the GIP Supplied Equipment in good repair, appearance and condition, other than normal wear and tear, and, if not included in the Services, shall obtain, pay for and keep in effect through the Initial Term a hardware and software maintenance agreement with the manufacturer or other party acceptable to GIP. All parts furnished in

connection with such repair and maintenance shall be manufacturer authorized parts and shall immediately become components of the GIP Supplied Equipment and the property of GIP. Customer shall use the GIP Supplied Equipment in compliance with the manufacturer's or suppliers suggested guidelines.

(d) **Upgrades and Additions.**

Customer may affix or install any accessory, addition, upgrade, equipment or device on to the GIP

Supplied Equipment (other than electronic data) (Additions) provided that such Additions

- (i) can be removed without causing material damage to the GIP Supplied Equipment;
 - (ii) do not reduce the value of the GIP Supplied Equipment and
 - (iii) Are obtained from or approved in writing by GIP and are not subject to the interest of any third party other than GIP. Any other Additions may not be installed without GIP prior written consent. At the end of the Initial Term, Customer shall remove any Additions which
- (i) Were not provided by GIP, and
- (ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the GIP Supplied Equipment, and restore the GIP Supplied Equipment to its original configuration. Any Additions, which are not so removable, will become the property of GIP (lien free).

6.5 Security Breach.

Customer agrees that the security of its account is primarily its own responsibility (without diminishing GIP obligations and warranties hereunder). Customer understands that Internet and other various networking communication medium are not secure, unless explicitly specified as such, and may be subjected to interception or loss. Except as provided herein, GIP makes no warranties of any kind, express, implied or statutory concerning the data or information available through the GIP' network. Except as provided herein, in no event will GIP be liable to the customer for any indirect, incidental or consequential damages arising out of the Services or any products provided under this agreement, even if the company has been advised of the possibility of such damages. Customer further agrees that if it believes the security of its account has been compromised in any way, it will notify GIP immediately by telephone at +91-141-2396662 and in writing by registered mail return receipt requested to **GIP Technologies Pvt. Ltd, 94/13, 3rd Floor, Madhyam Marg, Mansarovar, Jaipur, Rajasthan.** Customer agrees that if any security violations are believed to have occurred in association with its account, GIP has the right to suspend access to the account pending an investigation and resolution. Customer also agrees that GIP has the right to co-operate in any government or legal investigation regarding any aspect of its Services, including Services sold to Customer.

2.4 Limitations of Liability.

7.1. **Damage to Customer Equipment.**

GIP assumes no liability for any damage to, or loss of, any Customer Equipment, resulting from any cause other than the negligence or willful misconduct of GIP. To the extent GIP is liable for any damage to, or loss of, Customer Equipment for any reason, such liability will be limited solely to the lower of then current replacement value of the Customer Equipment, or actual payments made by the customer to GIP excluding lost data, software and firmware.

7.2. **Consequential Damages Waiver.**

Except for a breach of section 4.1 (Confidential Information) of this Agreement and any indemnity relating to intellectual property infringement or damage to persons, in no event will either party be liable or responsible to other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or Services, loss of data, or interruption or loss of use of Service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

7.3. **Basis of the Bargain; Failure of Essential Purpose.**

The parties acknowledge that GIP has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose. Except for a breach of section 4.1 (Confidential Information) of this Agreement and any indemnity relating to intellectual property infringement or damage to persons, in no circumstances GIP will be liable for amounts more than what Customer has paid to GIP.

2.5 Indemnification.

7.4. **Indemnification.**

Customer will indemnify, defend and hold GIP harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively "Losses"), resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its affiliates alleging

- (i) the infringement or misappropriation of any intellectual property right relating to Customer's use of the Service(s) (but excluding any infringement to the extent contributory caused by GIP, any GIP Technology or GIP Equipment); and
- (ii) Any violation of or failure to comply with the Rules and Regulations. Customer will indemnify, defend and hold GIP, its affiliates and customers harmless from and against any and

all losses resulting from or arising out of any Action brought against GIP, its affiliates or customers alleging any damage or destruction to the Co-Location Space, the Internet Data Centers, GIP equipment or other customer equipment caused by Customer, its representative(s) or designees.

GIP will indemnify, defend and hold Customer harmless from and against any or all losses resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against Customer or its affiliates alleging: (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Service(s), the GIP Technology or the GIP Equipment (but excluding any infringement to the extent contributory caused by Customer or Customer Technology); and (ii) any breach of any of GIP representations, warranties or obligations hereunder. GIP will indemnify, defend and hold Customer, its affiliates and customers harmless from and against any and all Losses resulting from or arising out of any Action brought against Customer, its affiliates or customers alleging any damage or destruction to any persons or property caused by GIP, its representative(s) or designees.

8.2 Notice.

Each party's indemnification obligations hereunder shall be subject to

- (i) receiving prompt written notice of the existence of any Action;
- (ii) being able to, at its option, control the defense of such Action;
- (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

- Utilizing the Support Center for incidents
- Contacting the IT Service Manager for additions or changes in established service levels

3 Requesting Service

Standard methods of contacting GLOBAL IT PROVIDERS for service are:

- Online / IT Request (<https://www.globalitproviders.com/submitticket.php>)
- Phone (+91 -141 -2396662)
- Email (support@globalitproviders.com)

4 Hours of Coverage, Response Times, Escalation and Termination

For all requests, the GLOBAL IT PROVIDERS goal is to have a staff member assigned and acknowledge requests within 8 business hours of receipt. Location priorities may require exceptions to this goal during certain times of the year.

4.1 Hours of Coverage

Technical Support Services is provided 24x7 hours a day 365 days a week except for periods of planned maintenance.

4.2 Escalation

GIP believes in organized structure working in 24x7 environments and so, do follow the same hierarchy. Therefore, it is requested to customers to follow it in order to get the feasible & fruitful solution in timely manner. GIP will try to provide best solutions every time. The Escalation Matrix will be as follows:

For Any Individual's New Order Processing:

Sale, Billing, Support, CRM

In general, feel free to get in touch with us any time round the clock:

For any Sales issues, the subject can drop an email at sales@globalitproviders.com.

For any Billing issues, the subject can drop an email at billing@globalitproviders.com.

For any Support issues, the subject can drop an email at support@globalitproviders.com.

For any general queries, the subject can drop an email at info@giptechnologies.com.

Or, reach us over voice: +91 -141 -2396662.

Detailed Support Escalation Matrix:

As soon as we get the ticket from the customer, response within 5 minutes and solution within 15 minutes will be given at Level-1 Support.

Dedicated Account Manager	Email ID	Support Level	Response Time	Direct Contact No.
Support Team	Support@globalitproviders.com	Level 1	20 Mins.	+91 -141- 2396662
Sneh Raj	Sneh@globalitproviders.in	Level 2	1 Hour	+91 -141- 2396662
Rajesh Mehla	Rajesh@globalitproviders.com	Level 3	6 Hours	+91 -8440044422

Still, if the issue does not get resolved; it will automatically be escalated as follows:

Dedicated Account Manager	Email ID	Response Time	Direct Contact No.
Abhishek Nandan	abhishek@globalitproviders.in	12 Hours	+91 -141- 2396662

However, GIP team will try at its best to fulfill the customer requirement but cannot guarantee due to the nature and the type of the issue.

4.3 Other Requests

Requests for service features and functions not yet implemented can be submitted through IT request. For any general queries, the subject can drop an email at info@giptechnologies.com.

4.4 Termination.

9.1. Termination for Cause.

Either party may terminate this Agreement if:

- (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written /email notice of the same, except in the case of failure to pay fees, which must be cured within thirty (30) days after receipt of written / phone / email notice from GIP;
- (ii) the other party or principal(s) either related or non-related businesses become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Customer may also terminate this Agreement in accordance with the terms set forth in paragraph 5.2(f) (Termination Option For Chronic Problems) of this Agreement.

9.2 No Liability for Termination.

Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms. However, if Customer terminates this Agreement, under the terms that are not in accordance with the terms of this Agreement, Customer would be liable to pay the balance money payable to GIP for the remaining term of the Agreement.

9.3. Effect of Termination.

Upon the effective date of termination of this Agreement or at any time when GIP feels that its rightful dues are not recoverable from the customer:

- (a) GIP will immediately cease providing the Service(s);

- (b) Any or all payment obligations of Customer under this Agreement for Service(s), provided through the date of termination, will immediately become due;

- (c) Within thirty (30) days of such termination, each party will return to the other party all Confidential Information of other party in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement; and

- (d) Within ten (10) days of such termination Customer shall
 - (i) remove from the Co-location Space all Customer Equipment (excluding any GIP Supplied Equipment) and any other Customer property;
 - (ii) deliver or make available all GIP Supplied Equipment to an authorized representative of GIP. If Customer does not remove the Customer Equipment and its other property within such five-day period, GIP will have the option to assume title to all Customer's hardware and contents and: (i) move any or all such property to secure storage and charge Customer for the cost of such removal and storage, and/or
 - (ii) erase all Customer Data and liquidate the physical assets property in any reasonable manner and/or:
 - (iii) sell it to anyone willing to pay for it in order to recover GIP's outstanding, and refund the surplus to the customer within 30 days of receiving compensation for the same.

9.4. Customer Equipment as Security.

In the event, Customer fails to pay GIP all undisputed amounts owed to GIP under this Agreement when due, Customer agrees that, following thirty (30) days delivery of written notice to Customer, GIP may

(i) restrict Customer(s) any form of access to the Equipment (but not any Customer Data); and/or (ii) take possession of any Customer Equipment and store it, at Customer's expense, until taken in full or partial satisfaction of any lien or judgment, all without being liable to prosecution or for damages.

- a The following provisions will survive any expiration or termination of the Agreement: Sections 3, 4.1, 4.2, 4.4, 5.5, 7, 8, 9, and 11 (excluding 11.2).

5 Maintenance and Service Changes

The Maintenance Window for Server upgrade, updates and downgrade is 11: Pm to 4: am

See the GLOBAL IT PROVIDERS website for details of our standard maintenance and service process.

6 Pricing

Describing any pricing or significant funding information (may need to consult with Budget & Resource Management), including if this is funded by IU.

8. Miscellaneous Provisions:

8.1 Force Majeure.

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of GIP), provided that the delayed party:

- (a) gives the other party prompt notice of such cause, and

- (b) Uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If GIP is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s).

11.2 Marketing.

Customer agrees that during the term of this Agreement GIP may publicly refer to Customer, orally and in writing, as a Customer of GIP. Any other reference to Customer by GIP requires the written consent of Customer.

11.3 Non-Solicitation.

During the Term of this Agreement and continuing through the first anniversary of the termination of this Agreement, each party agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other party and involved in the delivery or receipt of Services. The foregoing

shall not prohibit or restrict a response by an employee to any general solicitation or ad, including over the Internet, for employment.

11.4 No Third Party Beneficiaries.

GIP and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of Customer.

11.5 Governing Law; Dispute Resolution.

This Agreement is made under and will be governed by and inferred in accordance with the laws of INDIA. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration. There will be three (3) arbitrators (the Arbitration Tribunal), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Jaipur, INDIA. Notwithstanding the foregoing, claims for preliminary injunctive relief, other prejudgment remedies, and claims for Customer's failure to pay for Services in accordance with this Agreement may be brought in a court of law over the subject matter and parties.

11.6 Severability; Waiver.

In the event, any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

11.7 Assignment.

Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of GIP, and any attempted assignment or delegation without such consent will be void. GIP may assign this Agreement in whole or part. GIP also may delegate the performance of certain Services to third parties, including GIP wholly owned subsidiaries,

provided GIP controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

11.8 Notice.

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Registration Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

11.9 Relationship of Parties.

GIP and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between GIP and Customer. Neither GIP nor Customer will have the power to bind the other or incur obligations on other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.10 Entire Agreement; Counterparts; Originals.

This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any or all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by GIP without need of further notice of objection, and shall be of no effect or in any way binding upon GIP. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of GIP and Customer in accordance with this Section 11.11. For purposes of this Agreement, the term written means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.

7 Reviewing and Reporting

7.1 System Performance and Availability Reporting

Quarterly service performance and availability reports will be published for review.

- Support response time will be tracked and reported separately as part of the GLOBAL IT PROVIDERS and Campus SLA.

7.2 SLA Reviews

The Designated Review Owner (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Designated Review Owner: Abhishek Nandan

Previous Review Date: 02/11/2016

Next Review Date: 01/11/2019

Approvals

The Divisional Liaisons and GIP TECHNOLOGIES PVT LTD Senior Managers approve this document. This document is then published on the GLOBAL IT PROVIDERS Service Catalog web site along with other service level agreements. Service level information is integrated into the service page in the GLOBAL IT PROVIDERS Service Catalog.