

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) between V-Empower Inc. (“V-Empower”), and Client (“Microsoft”) sets forth the service level terms and conditions and is an integral part of the Agreement.

This SLA defines the terms of Microsoft's responsibility with respect to the Services that V-Empower provides and the remedies in the event that V-Empower fails to meet these Service Commitments.

This SLA set forth herein represent V-Empower's sole obligation and Microsoft's sole remedy for failure to meet such Service Commitments. This SLA does not apply to the availability of Third Party Services (TPS) which are subject to the TPS Agreements. The SLA is binding only on V-Empower and Microsoft, including Microsoft's End Users.

1. Definitions

The following are definitions used in this Agreement:

- a. **“Business Hours”** means 11:00 a.m. to 8:00 p.m. (Indian Standard Time - IST), Monday through Friday. Does not include times during Service Maintenance.
- b. **“Service Maintenance”** means V-Empower's maintaining of the Service. Service Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

2. Availability

a. Support Availability

V-Empower's goal is to provide Support's Availability sixteen hours per day, five (5) days per week (referred to as “16/5 Availability”).

b. Service Availability Level Goals

V-Empower shall use reasonable efforts to achieve the target Service Availability Goal of 99.99% network uptime except during scheduled Service Maintenance. Microsoft is free to monitor network uptime on their systems and other monitoring services, V-Empower proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime.

c. Response Time to Error

V-Empower shall have internal notification tools for Cloud service problems. Additionally, Microsoft may report problems to Support. Once notified V-Empower Support will respond as per the POLICY.

Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.

3. Data Retention

V-Empower shall make a full backup copy of databases and file system for every seven (7) days. V-Empower retains copies of log files for at least sixty (60) days.

After the agreement has terminated or expired, V-Empower will allow the client to download data from its production server for 30 days.

Client can contact V-Empower in writing during the above mentioned period, to request for other arrangements

4. Ownership of Data

All data created and/or stored by client within the V-Empower's servers are client property and is for the exclusive use of designated users. V-Empower shall allow access to such data by authorized personnel and shall provide access in compliance with Company's Privacy Policy. V-Empower makes no claim of ownership of data contained within the account holder's server space on V-Empower's servers.

5. Data Integrity

V-Empower employs sophisticated redundant techniques to ensure the integrity of the data on its servers;

In the event of data corruption, hardware failure or other data loss, V-Empower will make an effort to restore lost or corrupted data from server backups.

6. Service Maintenance

- a. Service Maintenance, which may cause errors as defined by the CLOUD SUPPORT POLICY (shown below). V-Empower shall use commercially reasonable efforts to limit Service Maintenance, which causes Severity Level 1 Errors to two (2) hours per month. V-Empower shall notify Microsoft contact by email prior to performing any Service Maintenance which V-Empower predicts will cause a Severity 1 Error outside of standard Service Maintenance Times.
- b. The Service Availability goals exclude any time Microsoft requests a Cloud be taken down for scheduled updates.
- c. V-Empower shall attempt to schedule Service Maintenance during the times as specified in Table 1 – Service Maintenance Times. However, the parties agree that it may be necessary for V-Empower to perform Service Maintenance during times other than those specified in Table 1, and V-Empower reserves the right to perform Service Maintenance during times other than those specified in Table 1.

Table 1 – Service Maintenance Times

Service Maintenance Times (Day)	Service Maintenance Times (Hours)
Monday to Friday	10am to 11pm (IST)
Saturday	11am to 2pm (IST)
Sunday	12pm to 1pm (IST)

- d. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.**
V-EMPOWER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM V-EMPOWER'S 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 CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH V-EMPOWER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, V-EMPOWER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, V-EMPOWER

DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

e. **Limitations**

V-EMPOWER cannot assume responsibility and shall not be liable for any impacts on Service Availability due to (i) any requests for non-standard environment; (ii) any downtime caused by MICROSOFT'S produced code; or (iii) any changes to the Service by parties other than V-EMPOWER.

V-EMPOWER will make reasonable efforts to ensure that Service changes do not affect customers.

f. **V-EMPOWER reserves the right to change this SLA at any time, BUT with prior notice.**

7. Financial Penalties for SLA Violations

- a. In the event that V-Empower fails to meet the guarantee stated above (excluding Service Maintenance during the windows described in Section 3d, V-Empower will refund 5% of the Customer monthly service Fees for each thirty (30) minutes of network downtime experienced up to 100% of the monthly service Fee for those Services affected ("**SLA Credits**").
- b. All SLA claims should be communicated via V-Empower contact's email address or support within seven (7) days of the incident. The notice must include all relevant information, full description of the incident, and any logs (if applicable). All SLA credits will be issued as credits against future invoices for services.
- c. In order to qualify for Service Credits, Customer must be current on all payment obligations, and not be in violation of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.
- d. No Service Credits will be given for service interruptions: (i) caused by the action or failure to act by Microsoft , (ii) due to failure of any equipment or software provided by Microsoft, (iii) which are the result of scheduled maintenance, (iv) resulting from Microsoft's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.
- e. Total cumulative SLA Credits during any given month shall not exceed the monthly fee for those Services affected.

CLOUD SUPPORT POLICY

Incident reports are handled via Mantis, our Customer Support System located at <https://mantis/>. This gives you access to all current and historical tickets, both open and completed. We prioritize tickets by severity, and handle issues.

Shown below is a guide to the Severity Levels.

Note that the Ticket Response Goals specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved:

Severity Levels	Explanation	Ticket Response Goals
Level 1 - Emergency	Business operations severely impacted with no workaround; or a security issue.	Within 30 minutes during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours.
Level 2 - High	Production Application is operational but significant disruption of business operations; no stable workaround.	Within 1-hour during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours.
Level 3 - Medium	Issues causing moderate to low business disruption or any issue for which there is a stable workaround available.	Within 2-hours during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours.
Level 4 - Low	Production App is operational; no significant disruption of business operations; issues with little time sensitivity such as general questions	Within 4-hours during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours.

We will do our best to help resolve any issues to the best of our abilities.

If an issue needs to be handled with priority or as an emergency after business hours, Microsoft should use the Ticket Escalation Form.

For any client-specific communications about site issues, security issues, scalability issues, and similar, we will use the contact information we have on file for you.

ESCALATION

If client is dissatisfied with Services or is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, client should contact the Technical Services Manager by phone xxx xxx xxxx or email xxcxx@v-empower.com.

The Manager will review all concerns, investigate, and respond within 1 Business Day. As issues may be complex or require extensive investigation, this response time does not imply that a resolution is guaranteed within that time frame
