

SERVICE LEVEL AGREEMENT

This TTPL Service Level Agreement (“SLA”) is a policy governing the use of the TTML Services (herein referred to as “Services”) under the terms of the TTPL Services Customer Agreement (herein referred to as “Customer Agreement”) between TABSLOGIC TECHNOLOGIES PRIVATE LIMITED (herein referred to as “TTPL” “us” or “we”) and users of services (herein referred to as “you”). This SLA applies separately to each account using our Service. Unless otherwise provided herein, this SLA is subject to the terms of the Customer. We reserve the right to change the terms of this SLA in accordance with the Customer Agreement.

Service Commitment

TTPL will use commercially reasonable efforts to make Cloud available with an Annual Uptime Percentage (defined below) of at least 99.9% during every Service month. In the event TTPL does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Definitions

With an uptime guarantee of 99.9%, our servers will not be unavailable for service for more than “8.76” hours in one year. If, in case, the servers are down for more than the stipulated time, you are eligible for a service credit on request. “Server Unavailable” and “Server Unavailability” means that one or any of the replacement Servers is “Unavailable” to you or “Non Accessible” to you for use. If you have been using our services for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
Service Commitments and Service Credits

If the Annual Uptime Percentage for a customer drops below 99.9% for a month, that customer is eligible to receive a Service Credit service credit, on request, of one day hosting for every hour the server was down.

You will receive the service credit in the form of additional hosting period without any additional fee from the date of your expiration of the package.

For example, Mr. Raj, using a hosting package which expires on 31st March, requests a service credit due to unavailability of our servers for the period of 1st November to 30th November. Suppose the server was unavailable for one hour other than the given downtime. The expiration of Hosting package for Mr. Raj will change to 1 April as a Service credit for the hosting downtime period. For the month in which the uptime guarantee was not met, you should send a credit request to the Billing Department via an email addressed to support@tablogic.com and billing@tablogic.com sent within 15 days from the completion of the month in which the uptime criteria was not met. The credit will be provided to you in the means of service extension from the date of your hosting expiration.

The uptime guarantee is applicable only for Shared Hosting service provided by us. It does not include Domain Service or Dedicated Servers hosting.

The service credit that you will receive will be non-transferrable, non-refundable and cannot be exchanged for any other service.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of our servers, or any other server performance issues:

That result from Service Suspensions described in Section 6 of the Customer Agreement;

- Caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of TTPL;
- That result from any actions or inactions of you or any third party;
- That result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
- That result from failures of individual instances not attributable to Server Unavailability; or
- Arising from our suspension and termination of your right to use our services in accordance with the Customer Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those explicitly listed in this agreement, we may issue a Service Credit considering such factors in our sole discretion.
- Service Credit is only applicable for Web Hosting Services as mentioned in our Customer Agreement.

