

Pugmarks Cloud Services Master Agreement



Mohali Datacenter | Infrastructure Snapshot

 Rack Space
160

 Data Center Space
15,000Sft

 Power Capacity
2.5 MW

 Security Level
Six Zone

 Incubation
Space

India's
Govt.
Tier III
Datacenter

SLA 99.999%



Cloud Services

A Cloud Service is a Pugmarks branded offering hosted or managed by PUGMARKS and made available via a network. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Pugmarks Technical support and service level and service level commitments.

Client accepts by ordering, enrolling, using, or making payment for the Cloud Service. When Pugmarks accepts Client's order, provides Client the authorizations .

Pugmarks will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates.

Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or

fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly.

Data Protection

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints Pugmarks as a processor to process such personal data .

if Pugmarks has access to content, Pugmarks will treat content as confidential by not disclosing content other than to Pugmarks or Pugmarks affiliate employees and contractors for use only to the extent needed to deliver the Cloud Service. Pugmarks will destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. Pugmarks may charge for certain activities performed at Client's request.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content

in the Cloud Service and

grants Pugmarks permission to do the same. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by Pugmarks for an offering. Client will not input or provide such content unless Pugmarks has first agreed in writing to implement additional required security measures.

Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service, Client acknowledges that it meets Client's requirements and processing instructions. Pugmarks will provide Client notice of any unauthorized third party access to Client's content of which Pugmarks becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, Pugmarks will assist Client as restoring it to the Cloud Service from the last available backup copy in compatible format.

Pugmarks may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services.

Upon request by either party, Pugmarks, Client or

their affiliates will enter into additional agreements required by law for the protection of personal data included in content. The parties agree (and will procure that their respective affiliates to agree), that such additional agreements will be subject to the terms of the Agreement.

Pugmarks, its affiliates, and their third party suppliers may process, store and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve the Cloud Service Account data is all information about Client or its users provided to or collected by Pugmarks (including through tracking and other tPugmarksologies, such as cookies)

Changes

Pugmarks may modify a Cloud Service, without degrading its functionality or security features. Any change that affects the commercial terms (e.g. charges) of the Cloud Service will not be effective until the next agreed renewal or extension.

Pugmarks may withdraw a Cloud Service. Pugmarks will either continue to provide the

Cloud Service for the remainder of Client's unexpired term, or work with Client to migrate to another Cloud Service.

Since this agreement may apply to many future orders, Pugmarks may modify this agreement by providing Client at least one month's written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing Cloud Services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that Pugmarks defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in a writing accepted by both parties. If there is a conflict, prevails over the terms of this agreement.

Warranties

Pugmarks warrants that it provides Cloud Services using commercially reasonable care and skill. The warranty for a Cloud Service ends when the Cloud Service ends.

Pugmarks does not warrant uninterrupted or error-free operation of a Cloud Service or that Pugmarks will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from Pugmarks and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Pugmarks warranties will not apply if there has been misuse, modification, damage not caused by Pugmarks, failure to comply with instructions provided by Pugmarks, Non-Pugmarks or non- Pugmarks products and services are sold under the Agreement as-is, without warranties of any kind.

Third parties may provide their own warranties to Client.

Charges, Taxes, and Payment

Client agrees to pay all applicable charges specified by Pugmarks, charges for use in excess of authorizations, and any late payment fees. Prepaid Services must be used within the applicable period. Pugmarks does not give credits or refunds for any

prepaid, one- time charges, or other charges already due or paid.

Charges are exclusive of any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under the Agreement. Any such duty, tax, levy, or fee must be paid by Client. Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) notify Pugmarks prior to payment and furnish a tax certificate evidencing such payment to Pugmarks; iii) pay Pugmarks any additional amount to ensure Pugmarks receives the full amount of the charges invoiced; and iv) fully cooperate with Pugmarks in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. If Pugmarks is legally required to pay or collect taxes for which Client is responsible, Client must pay Pugmarks the appropriate amount in addition to the amount of the charges, or provide a valid tax exemption certificate.

Liability and Indemnity

Pugmarks's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid by Client in the previous 3 months for the service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Pugmarks, its affiliated entities, contractors, and suppliers. Pugmarks will not be liable for

consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that a Cloud Service acquired under the Agreement infringes a patent or copyright, Pugmarks will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Pugmarks, provided that Client promptly

(i) notifies Pugmarks in writing of the claim, (ii) supplies information requested by Pugmarks, and (iii) allows Pugmarks to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

Pugmarks has no responsibility for claims based on non-Pugmarks products and services, items not provided by Pugmarks, or any violation of law or third party rights caused by Client's content, materials, designs, or specifications.

Termination

Pugmarks may suspend, revoke or limit Client's use of a Cloud Service if Pugmarks determines there is a material breach of Client's obligations, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, Pugmarks will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, Pugmarks may terminate the Cloud Service.

Either party may terminate this agreement: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content; and ii) import, export and economic sanction laws and regulations, including those of the United States / India that prohibit or restrict the export, re- export, or transfer of products, tPugmarksnology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of Pugmarks and non- Pugmarks products and services.

Both parties agree to the application of the laws of the: i) State of jurisdiction without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

General

Pugmarks is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any

responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

Pugmarks maintains a robust set of business conduct and related guidelines covering: conflicts of interest, market abuse; anti- bribery & corruption; and fraud. Pugmarks and its personnel comply with such policies and require contractors to have similar policies.

Pugmarks business partners are independent from Pugmarks and unilaterally determine their prices and terms. Pugmarks is not responsible for their actions, omissions, statements, or offerings.

The Agreement applies to Pugmarks and Client and their respective Enterprise companies who avail themselves of the Agreement. The parties shall coordinate the activities of Enterprise companies under the Agreement. Enterprise

companies include (i) companies within the same country that Client or Pugmarks control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control with Client or Pugmarks and has signed a participation Attachment.

All notices under the Agreement must be in writing and sent. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

Service Description

Pugmarks Services

This Service Description describes the Cloud Service that Pugmarks, provides or makes available to Client under the terms of this Service Description, the terms of the Pugmarks Cloud Services Agreement (collectively, Agreement). “Client” means and includes the contracting party, whether an individual or corporate entity, and the contracting party’s authorized users or recipients of the Cloud Service.

1. Cloud Service

Upon Pugmarks acceptance of Client’s order, Pugmarks will register and activate an account to enable Client to order and manage available Cloud Services, including those provided by Pugmarks or by third parties (Third Party Services), using Pugmarks’s on-line Portal, mobile app, application programming interfaces (APIs), or by assisted ordering by contacting Pugmarks sales support staff who place an order at the direction and on behalf of Client. Information regarding Cloud Services, the Portal, account information, and support are provided and processed on-line and may be presented only in English.

1.1 Ordering Services

Client may order Cloud Services using standard procedures as available in the Portal or APIs or by assisted ordering. Client agrees that by placing an order by the Portal, or by using APIs or assisted ordering, Client agrees that i) the terms of the Agreement apply to any such Cloud Service ordered, and

ii) as applicable, Client has reviewed and agrees to third party agreement terms applicable to a Third Party Service governing Client’s use of such Third Party Service.

Pugmarks may, at its sole discretion, modify the Portal, APIs or assisted ordering procedures, and require Client to use the most current version of an API. Pugmarks may discontinue, suspend, or modify use of the Portal, APIs or assisted ordering at any time effective upon notice posted in the Portal.

Pugmarks will use commercially reasonable efforts to provide 1) advance notice of API changes, and 2) continued support for prior versions of APIs for a reasonable period of time before discontinuation, unless there are operational, legal, or security risks or burdens to do so.

1.2 Cloud Services Enablement and Support

Pugmarks will enable administrative rights to Client’s specified account administrative user. Using the Portal or APIs, the administrative user can perform account administration to enable users, specify authorizations, place orders, monitor use, support ticketing, and submit SLA claims.

All support for the Cloud Services, APIs and communications use the Portal ticketing and support system. Pugmarks notices are sent to the Client thru the Portal. The Pugmarks standard support policy is available in the Portal (or such other location as Pugmarks may designate) and explains Pugmarks standard support (available without charge), as well as Portal access and standard support resources and limitations. Unless otherwise agreed in writing, Pugmarks provides support only to Client (and its authorized users), not to any of Client’s customer end users. Client is solely responsible for providing all customer support and services (if any) to such end users. Additional support or premium services may be available from PUGMARKS for a fee.

1.3 Use and Access to the Cloud Services

Cloud Services are self-managed by Client, including configuration and management of the

computing resources (such as security, backup, failover, restore, and monitoring), which Client determines necessary to meet Client's requirements and applicable laws.

Client selects the data center locations that will host Cloud Services; however Client understands that global resources (non-permanent residents used locally and personnel in locations worldwide) may be used to provide site and remote support.

1.3.1 Third Party Services

Third Party Services may be ordered from Pugmarks and are provided directly from a third party. The Third Party Services provider is solely responsible for its Third Party Services. Pugmarks is not responsible for such Third Party Services and is acting solely as an ordering agent. Pugmarks does not endorse any Third Party Services.

When ordering Third Party Services, some Third Party Services providers require Pugmarks to disclose and obtain agreement.

1.3.2 Client Solutions

Client may use a Cloud Service to create a "Solution", based in whole or in part on a Cloud Service, which Client makes available to Client's Solution end users. Client may not resell direct access to Cloud Services using Client's account information to any third party without entering into a separate agreement with Pugmarks. Client is responsible to have appropriate agreements in place with its Solution end users and is responsible for their use of Client's Solution, including Client or Solution end user content. Client is solely responsible for any liability for damages or losses Client's Solution end users may incur as a result of using Client's Solution.

1.4 Cloud Service Order

The "Effective Date" for an order for Cloud Services or any upgrade is when Client first installs, orders, or begins using a Cloud Service. Upon acceptance of an order, the Portal ticketing system will initiate or change Cloud Services based upon Client's selections and Client may begin using the Cloud Services, including creating or uploading content. Client is responsible for saving, maintaining, and protecting all access keys generated for each Cloud Service. These are not maintained by Pugmarks. All orders submitted by users using Client account information are orders under such account.

For each Cloud Service ordered, the "Initial Term" is the period commencing on the Effective Date until the first Anniversary Billing Date. The "Anniversary Billing Date" is the date of each month that is the Effective Date, unless such date does not exist in a calendar month (e.g. 30th or 31st), in which case it will be the last date of that month. A "Renewal Term" is the period commencing after the last day of the Initial Term or a subsequent Renewal Term to the next Anniversary Billing Date. All Cloud Services automatically renew until cancelled by Client or upon termination of the Agreement. Hourly Cloud Services are provided based on the number of hours in an order or otherwise agreed in writing by the parties.

Client must submit a notice to downgrade or cancel a Cloud Service using a cancellation ticket through the Portal in accordance with Pugmarks specified procedures, with a minimum of 24 hours prior to 00:00:01 IST of the Anniversary Billing Date. Failure to provide timely notice will result in an additional Renewal Term. Client is responsible to monitor status of any order to cancel or downgrade Cloud Services to ensure it was successful. The effective date of downgrade or cancellation is the end of the term for the downgraded or cancelled Cloud Service. Cloud Services will continue to be available until the end of such term and no refund or credits are provided for any unused portion.

1.5 Network Access

Each ordered Cloud Service will be connected to Pugmarks's "Private Network", Pugmarks's "Public Network" (except for those Cloud Services which are not exposed to the Internet), Internet's internal administrative network, and assigned to a Client dedicated private virtual local area network (VLAN). Network information and support documentation is available in the Portal. Client may disable the Public Network access at any time. Pugmarks's Private Network enables a virtual private network (VPN) connection for administrative access, intra-application communications, and communications from one Pugmarks point of delivery / data center to another Pugmarks point of delivery / data center and for access to Pugmarks shared services. The administrative VPN enables Client to administer and manage ordered Cloud Services, and to upload, download, and manage content.

Client has no ownership or transfer rights to any IP address assigned to Client Cloud Services and may not use IP addresses or VLANs not assigned to Client.

If a Cloud Service is suspended, Public Network or Private Network access may be disabled until resolution of the violation. Temporary access using the Private Network VLAN to remedy a violation may be available.

2. Security

Cloud Services use reasonable and appropriate measures related to physical and network infrastructure security to protect Client content. Client is responsible for the selection and management of security features and measures for the Cloud Services that Client orders including determining and implementing any requirements to manage unique workloads for any personal or regulated data (such as subject to Payment Card Industry Data Security Standard (PCI DSS) requirements) Client collects or processes. Client is responsible for the maintenance, integrity, retention and backup of all content. If Client orders Pugmarks managed hosting services for data backup services, Pugmarks will use commercially reasonable measures to maintain the confidentiality of Client's content when performing such data backup services.

Pugmarks will not access Client content except: i) when Client expressly authorizes access in connection with requested support; ii) as specifically described in this Service Description or a mutually agreed addendum; or iii) to the extent required by law or as necessary to comply with the request of a governmental or regulatory body or order from a court of competent jurisdiction. In the event of any such valid legal or governmental request and to the extent reasonably able, Pugmarks will provide notice to Client, if allowed.

Client is responsible for security of its access passwords and credentials. Pugmarks may suspend access to the Portal or APIs at any time for unauthorized access or suspected misuse effective on Portal notice, or immediately in case of operational, legal, or security risks. Client agrees to promptly report to Pugmarks any security concerns, lost or stolen account information, or unauthorized access, whether generally or by use of account access credentials, passwords or authorizations. Security concerns or unauthorized access reports may be sent to support@Pugmarks.com.

3. Service Level Agreements

The service level agreements (SLAs) applicable to the Pugmarks Cloud Services are set forth in Pugmarks's Service Level Agreement. Client must submit a SLA claim within days after the end of the claimed outage as described in the SLA procedures. The claim will be reviewed and credit for verified outages (SLA Credits) will be issued. SLA Credits are available only to Client and are the exclusive remedy for failure of a specified service level. SLA Credits may not be sold or transferred to other parties, and may only be used as credit toward future charges. False or duplicative SLA claims may incur a one-time charge of Rs.10000/- (or equivalent in local currency) per incident.

4. Charges and Payment

4.1 Charges

Monthly charges begin and are due on or before the Effective Date of the Initial Term and continue and will be due on the Anniversary Date of each Renewal Term until Client submits a cancellation ticket for a Cloud Service or upon termination of the Cloud Services. The amount due may be adjusted by the addition, upgrade, discontinuance, or downgrade of a Cloud Service, or through the use of SLA Credits. Monthly charges for additional or upgraded Cloud Services added during a term will be pro-rated on a calendar-day basis for the remainder of such term as a one-time prorated charge. The monthly charges thereafter will be due on or before the Anniversary Billing Date for each Renewal Term.

Charges for additional services fees or hourly services will be based upon actual overage or usage and are due on the next Anniversary Billing Date. Hourly Cloud Services are available in one hour increments. One time charges will be due upon acceptance of an order.

File accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

1.1 Payment

Payment must be made by electronic funds transfer or such other method as approved by Pugmarks. By providing credit card information, including relevant personal data, Client agrees Pugmarks can use such information for purpose of processing payment of charges. Payment of charges will be automatic on the due date. Client is responsible to keep information current to avoid any disruption of service.

A late payment fee of Rs 5000 (or equivalent in local currency) will be due for failure to pay charges on the due date. If Pugmarks suspends access to the Cloud Services due to a material breach of Client's obligations, a Rs 5000 reconnection fee will be due. Such fees are due upon receipt of notice, and Pugmarks will not reconnect the Cloud Service until full payment is made.

If Client believes a charge to be incorrect, Client must open an accounting ticket within 30 calendar days from the charge due date. A credit will be provided upon validation of such incorrect charge. Client accepts the charges for Cloud Services if not disputed within such period.

If Client requires specific funding authorization for Pugmarks to invoice charges, such as a purchase order, Client is responsible to provide and keep such authorization timely and current with sufficient funding authorization to cover the Initial Term and all Renewal Terms for all orders

submitted using Client's account credentials to avoid any disruption of service.

2. Term and Termination

2.1 Term

The term for a Cloud Service starts on the Effective Date and monthly Cloud Services automatically renew on each Anniversary Billing Date, until Client submits a cancellation order, or upon any termination of the Cloud Services. Hourly Cloud Services are provided based on the number of hours in an order or as otherwise agreed by the parties in writing.

2.2 Suspension and Termination

Pugmarks may suspend Cloud Services without liability as set forth in the Agreement if Pugmarks reasonably determines: i) there is a material breach of Client's obligations; ii) a security breach affecting Client or Pugmarks infrastructure, network, or other customers; iii) a violation of law; or iv) Client's use may subject Pugmarks or a Pugmarks third party provider to liability. Client agrees to cooperate with Pugmarks in any investigation to resolve a suspension. Pugmarks will only suspend the Pugmarks Services causing, or the basis for, a suspension.

Pugmarks will try to give reasonable advance notice of a suspension and an opportunity to remedy the cause of a suspension, unless immediate suspension is necessary to protect Pugmarks or its customers from operational, security, or other risk, or if ordered by a court or other judicial body.

If Pugmarks suspends use for all or any portion of the Cloud Services:

- a. Client remains responsible for all charges incurred through the date of suspension and for any Cloud Services Client has continued access during or after a suspension;
- b. Client is not entitled to any SLA Credits for any period of suspension; and
- c. Pugmarks is not liable for any damages or losses Client may incur as a result of loss of access to content during a suspension.

Client may cancel or terminate a Cloud Service at any time.

Pugmarks may withdraw or terminate for convenience a particular Cloud Service by providing Client notice through the Portal of non-renewal at least 10 days prior to the expiration of the Initial Term or a Renewal Term, or at the end of the next billing period for hourly services. Pugmarks will provide at least 90 days' notice if Pugmarks entirely withdraws Pugmarks Cloud Services from the market.

Pugmarks may terminate in whole or in part the Agreement and the Cloud Services immediately upon notice provided through the Portal if: i) Pugmarks discovers Client provided inaccurate or incomplete information; ii) Client did not have the legal capacity, right or authority to enter into agreement with Inetrnetoffice at the time an order was submitted; iii) Client fails to pay any undisputed overdue amount within 5 days of the due date; iv) Client uses the Cloud Services in violation of the Agreement terms and fails to remedy the violation within 5 days of Pugmarks's written notice; v) Client's account has been suspended for 30 days or more; or vi) there are multiple violations of the Agreement terms. Pugmarks will give Client

written notice of termination using the Portal unless Pugmarks determines, in its reasonable commercial judgment, that a termination on shorter or contemporaneous notice is necessary to protect Pugmarks or its other customers from operational, legal or security risks.

Client instructs Pugmarks to delete content upon expiration, cancellation, or termination, and Client understands that deletion is automatic and content is not recoverable. Client must discontinue use of the Cloud Services on such effective date, and relinquish use of IP addresses, infrastructure and all other materials provided in connection with the Cloud Services, including

pointing the Domain Name System (DNS) for Client's domain names away from the Cloud Services.

Pugmarks may close Client's account and terminate the Agreement if no Cloud Services are ordered or remain active within any six month period.

3. General

Pugmarks (or its licensors) own all legal rights to the Portal and APIs, including, without limitation, any intellectual property rights which subsist in the Portal and APIs (whether such rights are registered or unregistered, and wherever in the world those rights may exist).

Client agrees may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

SLA – Service Level Agreement

SERVICE LEVEL AGREEMENT

This Agreement is effective from the Service Commencement Date as defined in Clause 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 Pugmarks to provide Service to the Customer in accordance with the Agreement.

Customer acknowledges that Pugmarks 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.

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 Pugmarks 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 begin upon start of Service Outage and ends when the Trouble Ticket is closed by Pugmarks 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. Pugmarksshall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

“Facility” means the facility located at office of Pugmarks in Mohali where Pugmarks 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 Pugmarks 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 Pugmarks 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 Pugmarks 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 Pugmarks 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 Pugmarks for installing the server or any other expenses incurred for the commencement of Services to the

"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 Pugmarks in relation to a Service Outage faced by the Customer.

SCOPE OF THE SERVICES

Pugmarks may provide such Services as provided in the Service Catalogue provided in

The Customer may issue one or more purchase orders to Pugmarks for Services and Pugmarks 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.

Pugmarks assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Pugmarks. 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.

Services will be provided to the Customer by Pugmarks 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 99.995 % SLA
- Carrier Neutral Datacenter

Pugmarks 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 Pugmarks help desk or by the Customer. Subject to Clause 3 of this SLA, in the event Pugmarks fails to provide the Customer with the Services required by the Customer in accordance with the SLA, such failure resulting from complete unavailability of Pugmarks network, such events will be treated as “Qualified Network Downtime Event” for which Pugmarks will issue the Customer a Service Credit - calculated as per above method

** Pugmarks 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 measure (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 \geq 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 % = $\frac{\text{Total Uptime Hours} - \text{Actual Downtime}}{\text{Total Uptime Hours}}$
x 100.

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 Pugmarks.

(d) DNS Issues not in scope and control of Pugmarks.

(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 Pugmarks to be a significant threat



to the normal operation of the Services, Pugmarks'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 Pugmarks;

(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.

SERVICE CREDIT

Pugmarks 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.

Pugmarks 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.

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 .

PAYMENT TERMS

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.

PROCEDURE FOR AVAILING SERVICE CREDITS

Whenever the Customer encounters Service Outage, the following procedure should be followed;

- (a) The Customer should contact Pugmarks“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) Pugmarks 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 Pugmarks fails to provide Services in accordance of the SLA entitling Customer for Service Credits, Pugmarks 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.



Service Credits will be adjusted after end of existing contract by giving additional service Days.

REPRESENTATIONS OF CUSTOMER

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.

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.

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 Pugmarks as and when required. OS is provided with license and accordingly charged.

SERVER AND DB MANAGEMENT

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

CLIENT ACCESS TO THE SERVERS

Customer is allowed to access their server only after providing the PO to Pugmarks. The



Customer is provided with 2 IPs and 24x7x365 monitoring of servers is maintained.

DISCLAIMER

Pugmarks will use reasonable efforts to resolve problems as quickly as possible.

Pugmarks offers this service based on a combination of third party Hardware & Software, Pugmarks 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, Pugmarks will work with the customer to remedy problems at the earliest.

Terms and Conditions

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

Escalation Matrix:

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



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