

## SERVICE LEVEL AGREEMENT (SLA)

This Agreement is effective from the Service Commencement Date as defined in Clause 1.1 (i) of the Agreement

This Agreement provides the right under certain circumstances specified below, for a Customer to receive Service Credits in the event of failure by zOrder to provide Services to the Customer in accordance with the Agreement.

Customer acknowledges that zOrder has the expertise and knowledge to provide the Services. The Customer has shown his interest in availing the Services provided by Service Provider by accepting the terms and conditions mentioned in this Agreement and the standard of the Service as provided in this SLA.

### 1. DEFINITIONS

In this SLA, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:

**“Billing Start Date”** shall mean the date of implementation of application on Customer End as defined in the Enrolment Form or the date of the first use of the application by the Customer in case of SaaS products. In case the Customer is not satisfied with the solution delivered by zOrder, the Customer shall inform zOrder of the same within 3 days of the receipt of Implementation Date. Upon receipt of the objection, zOrder shall suspend all Services, make the changes required and release the environment once again with a new Enrolment Form. In such case the latter one shall be regarded as the Billing Start Date.

**“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. zOrder shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

**“Fees”** means the amount invoiced by Service Provider.

**“Representatives”** means any person who is nominated or appointed by the Customer to interact with zOrder for all the service-related issues.

**“Service Credits”** shall mean services which the Customer would be entitled on account of failure of the zOrder to provide Services as per the standards mentioned in this Agreement.

**“Service Catalogue”** shall contain all or any of services/facilities viz., technical support, implementation, training, on-demand visits, application updates and patches as 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 zOrder as per this Agreement, due to which the applications are un-accessible to Customer.

**“Support Desk”** shall be the location where the Customer should report a fault. Details of the same are mentioned in Schedule B to this SLA, or if changed, may be intimated from time to time by zOrder to the Customer.

**“Support Ticket”** means issuing a ticket with a unique identification number confirming the Customer complaint logged in with zOrder in relation to a Service Outage faced by the Customer.

## 2. SCOPE OF THE SERVICES

2.1 zOrder may provide such Services as provided in the Service Catalogue provided in Annexure A to this SLA. The Customer may issue one or more purchase orders to zOrder for Services and zOrder shall accept a purchase order only if it is in accordance with the terms of this Agreement and for services as covered by the Service Catalogue.

2.2 zOrder assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by zOrder. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in the Annexure A of this Agreement.

2.3 Services will be provided to the Customer by zOrder with the infrastructure available at its facilities which consists of the following:

- Dual active power backup sources, one from building DG setup and another from Inhouse Inverter setup.
- Office at Prime location
- Capability to provide services offered in this SLA
- High Speed Fibre optic internet connection
- Backup Internet with different provider
- Services from Qualified Professionals
- Partner with Microsoft with active licenses subscriptions

2.6 The Customer is required to provide a preventive maintenance window, as and when it is required by zOrder in order to update the existing application or patches. The time required to carry out this operation by zOrder shall depend upon the environment, data-size and internet connectivity of the Customer and shall be informed to the Customer before the time window is sought. During

this window, Customer's environment shall not be available and the same shall not be counted as Downtime.

### 3. EXCEPTIONS

3.1 The following events do not constitute a Downtime and shall not be eligible to be considered for any Service Credit:

- (a) Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at least two days prior notice and to the Customer and also interruption due to Emergency Maintenance; The usual maintenance time would not be more than four hours.
- (b) The maintenance window as described in clause 2.6 above.
- (c) Hardware failure
- (d) Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by zOrder.
- (e) Negligence or other conduct of Customer or its authorized persons, including a failure or malfunction resulting from mis-management of data or services provided by Customer or its authorized persons;
- (f) A shut down due to circumstances reasonably believed by zOrder to be a significant threat to the normal operation of the Services, zOrder'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 zOrder;
- (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 application/software installed on the server used by zOrder which is creating conflicts with zOrder services.
  - iii Customer initiated server over-utilization.
  - iv Any problems related to the attacks on the machine such as hacking, attacks, and exploits.
- (k) Any specific services not part of Services.
- (l) Force Majeure event.

### 4. SERVICE TYPES

4.1 This SLA is based on the services of zOrder's application current architecture only, all services provided by zOrder is based on the current version of the product and its existing modules. All the services offered in Annexure-I is for the smooth operation of existing application working at the customer's premises.

4.2 Any additional requirement or changes to existing application is not part of this SLA, in case customer requires additional modules and any kind of changes/upgradation to the existing module, shall be treated as new order and it will be done on mutually agreeable time-frame and commercials. That too after validating the requirement against current version and its relevance in the context.

4.3 zOrder reserve the right to accept/deny any external requirement raised by customer which is currently not part of the product.

## **5. PAYMENT TERMS**

5.1 The Customer shall pay all the charges as set out in the Agreement which includes one-time setup charges, Monthly/Quarterly/Yearly recurring charges and other supplemental charges for any Supplemental Services provided including before the Service Commencement Date.

## **6. PROCEDURE FOR AVAILING SERVICE CREDITS**

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

- (a) The Customer should contact zOrder "Support Desk" without undue delay and shall request for a Support Ticket number immediately and can track the Support Ticket number till the Support Ticket is closed on resolution of the outage.
- (b) zOrder on the receipt of the issue of Support Ticket to the Customer shall have a background check to verify if the Customer is eligible for the Service Credit.
- (c) When zOrder fails to provide Services in accordance of the SLA entitling Customer for Service Credits.

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

## **7. WARRANTIES OF ZORDER**

### 7.1 Additional Warranties of zOrder in regards to SLA:

zOrder warrants that it shall perform and provide Services in a professional and workmanlike manner in accordance with this Agreement.

## **8. REPRESENTATIONS OF CUSTOMER**

### 8.1 Additional Warranties of Customer in regards to SLA.

- (a) The Customer will initiate all the communication either by raising as Support Ticket or by mailing to [care@zorder.in](mailto:care@zorder.in).
- (b) The Customer should appoint a single point contact person to resolve any issues related with the operation of the software.

## **9. NETWORK AND SERVER SECURITY:**

The customer agrees to secure their servers against any NW threats, Viruses and unauthorized access, by implementing the following: Firewall, IPS and Antivirus etc.

#### **10. MANAGING OS AND DB**

Setup and administering the OS, DB and HW including the patches updation for the servers for OS and DB will be taken care of by the Customer as and when required. The Customer agrees to installed valid OS and other licenses on the server and other nodes.

#### **11. SERVER AND DB MANAGEMENT**

OS and DB management will be provided by the Customer.

#### **12. BACKUP**

The Customer agrees to backup their databases and other resources on external media on regular basis. Any kind of loss of data due to any reason is the responsibility of the Customer.

#### **13. DISCLAIMER**

With a commitment and desire to offer the best possible technology to the Customer and evolutions in technology, zOrder shall upgrade its platform from time to time. Accordingly, zOrder reserves its right to change the platform without any change in the service levels committed.

### Schedule A to Annexure-1

As mentioned in the Service Catalogue the following Services will be provided by zOrder. In the event there is a disruption in Service or alarm is triggered, the troubleshooting and resolution of the problem in respect of each Service, where applicable, shall be as follows:

#### TROUBLESHOOTING & RESOLUTION TIMES

Priority	Priority Definition	Mean Time to Assist (MTTA)/ Response Time	Mean Time to Repair (MTTR)/ Resolution Time
High	Out of Service – Eg: Application not opening, Agent not working.	60 minutes*	8 Work-Hours
Medium	Operational Issues – eg. Configuration and Setting Changes, Authorization issues, Network and Branch configuration issues	180 minutes*	48 Work-Hours
Low	Assistance in reports, small data settlement, all other training and implementation related issues	8 Work-Hour *	48 Hours

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

\* Resolution norms for different hardware problems is not included in the MTTA or MTTR.

- ❑ 95% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.
- ❑ 90% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis

**Schedule B to Annexure – 1 (SUPPORT PROCEDURE)**

**1) In Case of a Customer Complaint:**

<b>Sl. No.</b>	<b>Step</b>	<b>Responsibility</b>
1	<p><b>Reporting of complaints by the customer</b></p> <p>All complaints are reported to the Helpdesk through raising a support ticket on <a href="http://zorder.cloudapp.net/zSupport">http://zorder.cloudapp.net/zSupport</a></p> <p>* The customer should be a valid user having live subscription in terms of AMC or SaaS.</p> <p>* The customer would get a Ticket number after feeding the details of the complaint on the portal.</p>	Customer
2	<p><b>Updates to Customer</b></p> <p>Update to the customer will be given on the ticket portal by means of replying on the ticket.</p>	Customer care Executive
3	<p><b>Escalation of Complaint (By Customer)</b></p> <p>The Customer is free to escalate to relevant ticket with the complete details by sending a mail to <a href="mailto:info@zorder.in">info@zorder.in</a> in case customer care does not revert.</p>	Customer
4.	<p><b>Completion of Ticket</b></p> <p>Once the issue has been corrected from the Customer Care Executive, it will be marked as "COMPLETED". The ticket then will be validated by the customer to check if the issue is resolved.</p>	Customer Care Executive
5	<p><b>Ticket Closure</b></p> <p>Once the issue has been corrected, Helpdesk will contact the Customer to ensure that he is satisfied with service restoration. The ticket will be closed by Customer in accordance with the Customer's verbal acceptance of satisfactory closure.</p>	Customer/ Customer Care Executive

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