



Bharat Datacenter



SERVICE LEVEL AGREEMENT



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At **Sansara Cloud LLP (“VYOM CLOUD”)** we deliver comprehensive cloud platform and configuration solutions, featuring smart dedicated servers, scalable cloud servers with graphics processing units, object storage, load balancing, content delivery network service, and continuous data protection and backup services ("Services") tailored for our customers ("Customers"), and such use of the Services by the Customers shall be governed by the online Terms of Service available online at VYOMCLOUD.COM (“Website”) — (“Terms”) or master services agreement (“MSA”) , if any, executed between VYOM CLOUD and the Customer. Notwithstanding the foregoing, this service level agreement (“SLA”) shall be applicable to all Customers irrespective of whether they have executed an MSA or not including those Customers who are availing the Services through a free trial facility. VYOM CLOUD may modify this SLA at any time by posting a revised version of the same on VYOM CLOUD’s website and the amended version of the SLA shall become automatically binding on the Customer if it continues to avail of the Services.

This SLA sets out service levels for the provision of the Services and these shall be read with the Terms of Service (“Terms”). The Customer’s use of Services or its registration with us constitutes an agreement to this SLA and makes it legally binding on the Customer.

1. DEFINITIONS:

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as defined in the Terms of Service or applicable MSA, if any.

- 1.1 **“Uptime” or “UT”** means the aggregate percentage of hours in a calendar month during which the Services are actually available for use by the Customer.
- $UT = 100\% - DT$ (Downtime DT as defined below)

- 1.2 “**Fault**” means failure to meet the applicable service level set out in this SLA
- 1.3 “**Service Time**” or “**ST**” means the total hours in the calendar month during which Services are being provided by VYOM CLOUD to the Customer. E.g. $30 \times 24 = 720$ hours in a 30-day calendar month.
- 1.4 “**Emergency Maintenance**” or “**EM**” shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Services, danger to life etc. as the case may be and has to be attended immediately. VYOM CLOUD shall attempt to notify the Customer about the emergency maintenance in advance, however depending upon the demands of the situation; if VYOM CLOUD is not able to notify the Customer prior to conducting such Emergency Maintenance, it may do so at the earliest opportunity after the performance of such emergency maintenance.
- 1.5 “**Excused Unavailability**” or “**EU**” means the aggregate number of hours in any month when VYOM CLOUD may carry out troubleshooting or upgrade to the equipment, with intent to improve the Services, with notification to the Customer. The Emergency Maintenance and Planned Downtime shall be deemed to be a part of Excused Unavailability.
- 1.6 “**Planned Downtime**” or “**PD**” means the aggregate number of hours in any billed month during which downtime is requested by VYOM CLOUD to carry out checks, configuration changes, preventive maintenance of VYOM CLOUD infrastructure (a) of which the Customer is notified 48 hours in advance and (b) that is performed during a standard maintenance window from 11 PM to 6 AM IST or (c) performed during a non-standard maintenance window at a time approved by the Customer by a method chosen by VYOM CLOUD (telephone, e-mail). Nothing herein shall restrict VYOM CLOUD from conducting Emergency Maintenance on an as needed basis. The Customer may at their discretion ask for Planned downtime to repair the VYOM

CLOUD's infrastructure made available to the Customer. Examples of activities covered under Planned downtime shall include but is not limited to the following activities: -

- Security and updates
 - Routine Preventive Maintenance to prevent deterioration of the quality of Services.
 - Preventive Maintenance of utilities like AC, UPS, Server Room (where the servers are provided by VYOM CLOUD).
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- 1.7 “**Downtime**” shall mean the aggregate percentage of hours in a billed month during which any discrete/individual Service(s) offered by VYOM CLOUD was not available for use by the Customer. $DT = ((PD) + (EM) + \text{Fault-} (EU)) \times 100) / (ST)$. For the purpose of downtime only the impacted service(s) or server instance(s) impacted shall be considered.
 - 1.8 “**Exceptions**” shall mean either an event or a set of events as are more particularly detailed in Clause 5 hereto, the occurrence and the duration of occurrence of which shall not constitute a Service unavailability for the purposes of this SLA and shall be excluded from Downtime under this SLA.
 - 1.9 “**Support Request**” shall mean an e-mail sent to support@VyomCloud.com, detailing Customer complaint to VYOM CLOUD in relation to unavailability of Services / Reporting of Downtime by the Customer by a method set out under Clause 3 hereunder.
 - 1.10 “**Rebates**” means Rebates payable in accordance with Clause 4 of this SLA.
 - 1.11 “**Force Majeure Event**” includes but is not limited to significant failure of a part of the power grid, significant failure of the internet, natural disaster, war, riot, insurrection, epidemic, outbreak of infectious disease(s) which has an impact of frustrating the provision of the Services as per this SLA, pandemic, fire, strikes or

other organized labor action, terrorist activity, acts of government authority, acts of God, or other events of a magnitude or type for which precautions are not generally taken in the industry and acts/reasons which are beyond the control of any Party and cannot be predicted by men of ordinary prudence.

2. UPTIME:

2.1 If the Uptime during the month under consideration is less than 99.95%, VYOM CLOUD will provide Rebates to the Customer in the form of an extension in the Services being rendered to the Customer in the manner set out below: -

- 99.95% or greater No Service Extension
- 99.99% to 99% Service(s) Extension for 1 day beyond the Service period
- 99% to 98% Service(s) Extension for 2-day beyond the Service period
- 98% to 97% Service(s) Extension for 3-day beyond the Service period
- Less than 97% Service(s) Extension for 3+n days where n is equal to 97-Uptime.

Or equivalent credits or discount at the discretion of VYOM CLOUD in the next billing cycle.

3. DOWNTIME REPORTING PROCESS:

3.1 Any Downtime should be reported by the Customer to VYOM CLOUD by sending an email from its registered email ID on noc@VyomCloud.com within 24 hours of discovering such Downtime. The Customer shall be responsible for providing the necessary information and cooperation required by VYOM CLOUD to enable VYOM CLOUD to perform root-cause analysis of the Service problems.

3.2 Upon receipt of such email, VYOM CLOUD shall investigate the reported Downtime and shall promptly use best industry standard efforts to rectify the same. Provided that, if the Customer does not comply with the requirements of Clause 3.1,

the email shall not be considered to be a valid Downtime report, and such period shall not be counted as part of Downtime for the purposes of this SLA.

4. ELIGIBILITY FOR REBATES:

Rebates will only be applied to a Downtime for which VYOM CLOUD support team has been notified by the Customer in the manner provided in Clause 3 above.

4.1 The Rebates for Downtime set out in this document are calculated on a per incident basis and measured as a percentage of availability over a billed month. For the avoidance of doubt

(a) Rebates are not calculated on a cumulative basis, and (b) periods of outage are not aggregated for the purposes of any Rebate calculation.

4.2 The Customer must request Rebates by sending e-mail to VYOM CLOUD at email ID support@VyomCloud.com with subject "SLA Rebate Request" giving details of the reported Downtime to which the Rebates relate. The e-mail shall include the following details – the dates, times, and affected region of each Downtime incident that is being claimed; Customer's request logs that document the errors during such Downtime and corroborate its claimed outage (any confidential or sensitive information in these logs should be removed or redacted in any convenient manner).

4.3 If the Customer fails to make such request with the aforesaid subject within 2 days of the end of the billed month for which such Rebates are due, or receipt of invoice for the said billed month, whichever is later, then the Customer shall be deemed to have waived the Rebates for that downtime; any claims that it may have in relation to such reported downtime, and VYOM CLOUD will not be liable for any Rebates in lieu thereof.

4.4 Following the calculation of the Rebates, they can be applied to future invoices to be issued to the Customer. Rebates shall not entitle the Customer to any refund or other payment from VYOM CLOUD. No payment, in part or in full, to VYOM CLOUD shall be withheld by the Customer in anticipation of rebates.

4.5 The Customer shall not be entitled to any rebate under this SLA if the customer had failed to remit timely payments for invoices as per the due dates of invoices in previous billing cycle to VYOM CLOUD, or in case the Customer delays the payment of Invoice raised for the said billed month for which Customer is anticipating rebate or the invoice in consequent billing cycle.

4.6 Where monthly recurring charges are used as the basis for calculating Rebates for Services provided during any period of less than a full calendar month, such Rebates shall be calculated on a pro-rata basis.

4.7 In the event of any dispute between VYOM CLOUD and the Customer in respect of any Rebates, VYOM CLOUD and the Customer will work in good faith to resolve such dispute. If any such dispute is not resolved within a period of 15 days, the decision made by VYOM CLOUD in this regard shall be final and binding.

5. EXCEPTIONS:

5.1 VYOM CLOUD shall not be responsible for any Downtime to the extent that such Downtime results from any of the following events or a combination of such events:

- The Services being modified or altered in any way at the Customer's request.
- Any interruptions resulting from defects or failures in or use of the Customer's software or any third-party services or any facilities provided, procured or operated by or on behalf of the Customer including but not limited to any 3rd party Open-Source Software or Software Licenses provided by VYOM CLOUD;

- Incomplete, inaccurate information provided by the Customer to VYOM CLOUD in relation to the Services or information relevant to procuring/creating an VYOM CLOUD customer account.
- The performance of traffic exchange points, including Internet networks or exchanges controlled by any third parties.
- Any delay or failure in complying with any of the Customer's obligations under the Terms of Service and/or MSA, as may be applicable.
- DNS issue outside the direct control of VYOM CLOUD.
- Failure of the Customer links, access circuits, local loop or any network not owned or operated by VYOM CLOUD.
- Time taken during offline backups, either planned or requested by the Customer after advance intimation by VYOM CLOUD.
- Damage to or faults in the equipment facilitating access to the Services resulting from (i) accidents, (ii) transportation, (iii) neglect and/or misuse by the Customer or its authorized representatives.
- Use of any data center services by the Customer for purposes other than in relation to accessing the Services
- Any act or omission on the part of the Customer including but not limited to failure to notify VYOM CLOUD on the support e-mail noc@VyomCloud.com and support@VyomCloud.com for any unexpected Downtime.
- Events or occurrences that result in "no trouble found" for support request, as confirmed by the Customer.
- An interruption where the Customer elects not to release a Service for testing and repair and continues to use it on an impaired basis without notifying VYOM CLOUD of such interruption.

- Any interruptions, delays or failures of Services under administrative control of the customer caused by any act or omission of Customer or Customer's employees, agents, or subcontractors, including but not limited to the following:
- Inaccurate configuration.
- Non-compliant use of any software installed on the server.
- Incorrect sizing of resources provisioning
- 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.
- Regulatory events causing any interruption in the Services.
- Any abuse or fraud or failure to comply with the VYOM CLOUD "Terms of Service or MSA, as applicable" on the part of the Customer or its end-user (as defined in the MSA, as applicable), for which the Customer shall be liable.
- Any unavailability, suspension or termination in the Services caused by factors outside of VYOM CLOUD's reasonable control, including any Force Majeure Event or internet access related problems beyond the reasonable control of VYOM CLOUD or beyond the scope of the Services, as the case may be.

6. The period of the reported downtime in respect of an impacted Server/Service shall be deemed to commence from the time the email is sent by the Customer reporting the downtime to VYOM CLOUD as per the terms of Clause 3 of this SLA. On receipt of such email, VYOM CLOUD Team shall validate the reported downtime and check its eligibility to be considered as downtime while doing Uptime calculation for the purpose of clause 2.

7. Accordingly, the time period of calculation of any applicable credits for the purpose of computing the Rebate shall begin from the time that VYOM CLOUD Support is

notified by e-mail by the Customer as per the terms of this SLA and shall end on the resolution of the reported outage.

8. VYOM CLOUD does not take responsibility of data integrity and security for Customer (as defined in the Terms of Service or MSA, as applicable) as the Customer has to ensure appropriate security measures such as protection of passwords and security keys.

9. It is the Customer's responsibility to purchase appropriate data backup and recovery plans and manage them including testing the backups periodically in order to mitigate the risk of loss or accidental deletion of Customer data.

10. Unless otherwise provided in the Terms of Services/ MSA, as applicable, this SLA sets forth the Customer's sole and exclusive remedies, and VYOM CLOUD's sole and exclusive obligations, for any unavailability, non-performance, or other failure by VYOM CLOUD to provide the Services.