

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) between G.A.P LLP and the user (customer) of G.A.P LLP 's services (“Services”) sets forth the service level terms and conditions and is an integral part of the EULA Agreement. This SLA defines the terms of Customer’s responsibility with respect to the Services that G.A.P LLP provides and Customer’s remedies in the event that G.A.P LLP Cloud fails to meet these Service Commitments. This SLA and the SLA Credits set forth herein represent G.A.P LLP’s sole obligation and Customer’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 the Customer and G.A.P LLP and does apply to any Third Parties, including Customers' End Users.

1. Definitions. The following are definitions of capitalized words used in this Agreement:

- a. “Agreement” The Customer’s use of and access to Services is governed by the EULA, Service Level Agreement. any other documents referenced herein (collectively, the “Agreement”).
- b. “Business Hours” means 9:00 a.m. to 5:00 p.m. (Indian Standard Time - IST), Monday through Friday, and, notwithstanding the foregoing, does not include times during Service Maintenance.
- c. “Service Maintenance” means G.A.P LLP's maintaining of the Service including software. Service Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

2. Data Retention. G.A.P LLP shall make a full backup copy of each database and file system daily and retain each such daily backup copy for seven (7) days. This shall be done at local level as well at a remote Cloud location as a plan for disaster recovery.

3. Service Availability.

a. Service Availability - General.

G.A.P LLP’s goal is to provide Service Availability twenty-four hours per day, seven (7) days per week (referred to as “24x7 Availability”) EXCEPT during times of Service Maintenance as set forth in Section 3d herein. However, the parties recognize that 24x7 Availability is only a GOAL and G.A.P LLP cannot represent or guarantee that such goal can be achieved. As per our CLOUD SUPPORT POLICY (shown below), response time goals cover predominantly the Uptime of Cloud services.

b. Service Availability Level Goals.

G.A.P LLP shall use reasonable efforts to achieve the target Service Availability Goal of 99.9 % network uptime except during scheduled Service Maintenance (“Service Commitment”). Notwithstanding the foregoing, Customer recognizes that the Internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of G.A.P LLP Cloud. Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of G.A.P LLP can and will occur, and such instances shall not be considered any failure of the 99.9 % network uptime.

Whilst Customer’s are free to monitor network uptime on their systems and other monitoring services, G.A.P LLP 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.

G.A.P LLP has internal notification tool (Raising a Ticket) for Software bugs, issues and further suggestions. Additionally, Customer may report problems to G.A.P LLP Support team for site not being accessible or slow in responding. Once notified G.A.P LLP Support team will respond as per the CLOUD SUPPORT POLICY (shown below).

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d. Service Maintenance.

i. The parties agree that G.A.P LLP shall provide Service Maintenance, which may have caused errors as defined by the CLOUD SUPPORT POLICY (show below).

G.A.P LLP shall use commercially reasonable efforts to limit Service Maintenance, which causes Severity Level 1 Errors to two (2) hours per month.

G.A.P LLP shall notify named Customer contact by email prior to performing any Service Maintenance which G.A.P LLP predicts will cause a Severity 1 Error outside of standard Service Maintenance Times.

ii. The Service Availability goals exclude any time Customer requests a Cloud be taken down for scheduled updates.

iii. G.A.P LLP shall attempt to do Service Maintenance during the times as specified in Table 1 – Service Maint. Times. However, the parties agree that it may be necessary for G.A.P LLP to perform Service Maintenance during times other than those specified in Table 1, and G.A.P LLP reserves the right to perform Service Maintenance during times other than those specified in Table 1.

Table 1 – Service Maintenance Times

Monday to Friday 6 pm to 6 am (IST)

Saturday and Sunday 12 noon to 12 midnight (IST)

iv. Disclaimer of Actions Caused by and/or Under the Control of Third Parties.

G.A.P LLP DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM G.A.P LLP '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 CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH G.A.P LLP WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, G.A.P LLP CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, G.A.P LLP DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

v. Limitations.

G.A.P LLP cannot assume responsibility and shall not be liable for any impacts on Service Availability due to

(i) any requests for non-standard environment or Customer machine access;

(ii) any downtime caused by Customer's errors; or

(iii) any changes to the Service by parties other than G.A.P LLP .

G.A.P LLP will make reasonable efforts to ensure that Service changes do not affect customers.

vi. G.A.P LLP Cloud reserves the right to change this SLA at any time, and without notice. You can view the current SLA at <https://gaperpplus.com/service-level-agreement.html>

e. Financial Penalties for SLA Violations

i. In the event that G.A.P LLP fails to meet the guarantee stated above (excluding Service Maintenance during the windows described in Section 3d and downtime caused by reasons described below), G.A.P LLP will refund 3 % 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").

ii. All SLA claims should be communicated via email to customer support within seven (7) days of the incident. The notice must include all relevant information, including Cloud name, IP address, full description of the incident, and any logs (if applicable). All SLA credits will be issued as credits against future invoices for services.

iii. 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.

iv. No Service Credits will be given for service interruptions:

(i) caused by the action or failure to act by Customer ,

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- (ii) due to failure of any equipment or software provided by Customer,
- (iii) which are the result of scheduled maintenance,
- (iv) due to a force majeure event,
- (v) for which Customer is entitled to a SLA Credit for the same or contemporaneous Service Commitment failure or
- (vi) resulting from Customer's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.

v. Total cumulative SLA Credits during any given month shall not exceed the Customer monthly fee for those Services affected.

CLOUD SUPPORT POLICY

Incident reports are handled via our Customer Support System located at <https://support.gaperpplus.com/>. This gives you access to all current and historical tickets on your account, both open and completed. We prioritize tickets by severity, and handle issues where a site is completely unavailable before tickets where a site is slow, and those before general questions about our service or general advice.

Shown below is a guide to the G.A.P LLP Cloud 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: The goal of the Cloud Support Team is to provide specific support around the features and functionality of the Cloud platform. Our support team may review the implementation of software installed in a particular Cloud instance in an effort to diagnose problems, however, we cannot guarantee support for any installed software itself. We will do our best to help any subscriber with their issues to the best of our abilities.

Level 1 - Emergency

Cloud Server is down / Site is not-reachable, business operations severely impacted with no workaround; or a security issue.

In this case, you may call or emergency helpline number : 9888111773 or e-mail to support@gaperpplus.com.

Within 30 minutes during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours.

Level 2 - Severe

Cloud Dashboard is operational but significant disruption of business operations in one or more modules.

In this case, you may call or emergency helpline number : 9888111773 or e-mail to support@gaperpplus.com.

You may also raise a ticket from the link available at the bottom of the page.

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 with a Production or Development Cloud or the Cloud Dashboard 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 or Development Cloud is operational, as is the Cloud Dashboard; 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.

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