

1. Overview

This is a Service Level Agreement between the CLOUDTECHTIQ Technologies Pvt. Ltd. and Customer who will receive any or all of the Services being provided by CLOUDTECHTIQ and is effective from the date of customer use of any of CLOUDTECHTIQ services being purchased via online or offline mode.

The terms like “we”, “us” or “our” shall refer to CLOUDTECHTIQ and the terms like “you”, “your”, “User” or “Customer” shall refer to any individual or any identity who accepts this Agreement, has access to your account or uses the Services.

This agreement is last revised on 01/08/2018. Review is in every 1 year, or as otherwise needed.

2. Authority

This Site and the Services are available only to individuals (“Users”) / legal authorized agent on behalf on any organization who can make legally binding contracts under applicable law. By using the same, you confirm that you are (i) at least eighteen (18) years of age or (ii) is not a person barred from purchasing or receiving the Services found under the laws of the India or other applicable jurisdiction.

Failure to provide your correct identity and required documents may lead to termination of this agreement and corresponding services. Also, in that case, CLOUDTECHTIQ shall not be liable for any loss or damage of any kind of customer data.

3. Terms of Use

Here, User acknowledge and agree:

User will not use the CloudTectiq services/ site for:

- Promoting, encouraging or engaging in any spam or other unsolicited bulk email, or computer or network hacking or cracking.
- Pornography, Nudity or similar kind of stuff.
- Phishing for example through bank related websites, lottery sites etc., any spam scripts, IP scanning or any kind of illegal activity.
- Data or Sites which contain or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware;
- Bit torrent applications, trackers, and clients.
- Data which contains false or deceptive language, or unsubstantiated or comparative claims, regarding company or company’s Services.
- Violating/Breaching the privacy or confidentiality of another User or any other person or entity.
- Fake hits through API, single IP or other malicious sources. Any attempts to cause harm to a CloudTechTiq Internet Solutions server or customer of CloudTechTiq is strictly prohibited.

The user is merely responsible for the data hosted at his/her website/server and will be directly responsible for any legal action that may arise due to that same data being hosted at the website/ server. In that case, CloudTechTiq will not take any responsibility and if asked by government authorities, CloudTechTiq has full rights to share client's details/data even without client's approval.

Please note that all violations will be shut down immediately and may result in account suspension and/or termination. No refund will be provided in such cases.

4. General Service Levels

4.1 Intellectual Property

(a) Ownership.

This Agreement does not transfer any CLOUDTECHTIQ Technology from CLOUDTECHTIQ to Customer, and it will remain merely with CLOUDTECHTIQ. CLOUDTECHTIQ and customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

4.2 License Grants

(a) By CLOUDTECHTIQ (“us”)

CLOUDTECHTIQ hereby grants to Customer a nonexclusive, royalty-free license, during the term of this Agreement, to use the CLOUDTECHTIQ Technology solely for purposes of using the Service(s). Customer shall has no right to use the CLOUDTECHTIQ Technology for any purpose other than using the Service(s).

(b) By Customer (“You”)

You agree that if, in the course of performing the Service(s), it is necessary for CloudTechTiq to access Customer Equipment Customer Data and use Customer Technology, Company is hereby granted and shall has a nonexclusive, royalty-free license, during the term of this Agreement, to use the Customer Technology entirely for the purposes of delivering Service (s) to Customer. Company shall has no right to use the Customer Technology or Customer Data for any purpose other than providing the Service(s).

5. Network Uptime

(a) Service Warranty Definitions.

For purposes of this Agreement, the following definitions shall apply only to the Services (not including Professional Services).

Uptime may be defined as the availability of the network from the internet across the globe for customer use where CloudTechtiq provides 99.9% Uptime guarantee.

Scheduled/ Planned Maintenance means the time frame in a calendar month during which CloudTechTiq request services shut down for routine checks, preventive maintenance of company, any configuration up-gradation/ down-gradation (a) for which Customer is informed 24-48 hours in advance and (b) that is performed during a standard maintenance window from

11 PM to 6 AM local time or (c) performed during a non-standard maintenance window at a time approved by Customer on e-mail. Nothing herein shall restrict CloudTechTiq from conducting Emergency Maintenance on an as needed basis. Examples of activities covered under planned downtime include (but not limited to):

- Security and updates
- Routine Preventive Maintenance to prevent deterioration of service quality

"**Downtime**" shall mean network unavailability (excluding maintenance period) with no internet traffic to the server as verified by the support team at CloudTechTiq. Downtime is determined from the time when the affected customer raises a support ticket to the time CloudTechTiq considers the problem as resolved.

Downtime shall not include any packet loss or network unavailability during CloudTechTiq scheduled maintenance of the Internet Data Centres, network and Service(s), as described in the Rules and Regulations. CLOUDTECHTIQ is not responsible for Hardware & Network Downtime.

(b) Service Credit for Downtime Periods.

In the event, Customer experiences uptime less than 99.9% in a calendar month, CloudTechTiq will compensate as per following details:-

99.9% to 100% Uptime - 0% Credit of first month's invoice amount

95% to 99.9% Uptime - 10% Credit of first month's invoice amount

90% to 95% Uptime - 25% Credit of first month's invoice amount

0 to 90% Uptime - 100% Credit of first month's invoice amount

(c) How customer will get Service Credit.

All requests for compensation must be sent to CloudTechTiq's Support within 7 business days of the incident. The compensation amount will not exceed customer's first month's invoice amount. However, this SLA will not be applicable for any month in which the customer is the payment defaulter or has breached CloudTechTiq's Terms of Service.

*Network availability will be calculated depending upon the customer's billing cycle and may be calculated differently for different customers.

The Customer must provide the necessary information and cooperation required by CloudTechTiq to perform root-cause analysis of the service problems.

Upon opening of a support request, CloudTechTiq shall investigate the reported downtime and shall promptly use best industry standard efforts to rectify the same.

Exceptions

1. Any interruptions resulting from defects or failures in or use of the Customer software or any third party Services or any facilities provided or operated by or on behalf of the Customer;
2. caused by factors outside of CLOUDTECHTIQ reasonable control (like fire, earthquake, flood, epidemic, war, riots, acts of God, and acts/reasons which are beyond the control of any Party and cannot be predicted by men of ordinary prudence) and would not have been avoided through the use of reasonable measures consistent with industry standards;
3. Incomplete, inaccurate information provided by the Customer to the company;
4. The Services being modified or altered in any way at the Customer's request;
5. Time taken during offline backups, either planned or requested by the Customer after advance intimation;
6. Resulted from Customer's Equipment;
7. Any abuse or fraud or failure to comply with the CloudTechTiq "Terms and Conditions" on the part of Customer and its end-user;
8. Any malicious attack like distributed denial of service attack, hacking or any other third party attack targeted at CloudTechTiq or its network, or its customer.

6. Compliance with Law and Rules and Regulations.

Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with CLOUDTECHTIQ Acceptable Use Policy (AUP) that is part of the Rules and Regulations. Any use of these Services which violates any local, state, national, or international laws which may apply to Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited. Ownership and responsibility of web site (server) contents resides only with the customer and CLOUDTECHTIQ is in no way liable for consequences arising from the web site contents. Customer will observe at all times with all applicable laws and regulations and the Rules and Regulations, as updated by CLOUDTECHTIQ from time to time. Customer agrees that he has received, read and understands the current version of the Rules and Regulations. The Rules and Regulations contain restrictions on Customer's and Customer users' online conduct (including prohibitions against unsolicited commercial email) and contain financial penalties for violations of such restrictions.

7. Hours of Coverage, Response Times, Escalation and Termination

For all requests, the CLOUDTECHTIQ goal is to have a staff member assigned and acknowledge requests within 6 business hours of receipt. Location priorities may require exceptions to this goal during certain times of the year

7.1 Hours of Coverage

Technical Support Services are provided 24x7 hours a day 365 days a week except for periods of planned maintenance.

7.2 Escalation

CLOUDTECHTIQ work with hierarchy system in 24x7 environments and hereby, customer can too follow it as per below given chart:-

Detailed Support Escalation Matrix:

As soon as we get the ticket from the customer, response within 10 minutes and solution within 30 minutes will be given at Level-2 Support.

Dedicated Account Manager	Email ID	Support Level	Response Time	Direct Contact No.
Support Team	Support@CLOUDTECHTIQ.com	Level 2	30 Mins.	+91-9971605606
Rajesh Mehla	Rajesh@CLOUDTECHTIQ.com	Level 3	2 Hours	+91 -8058880400

However, CLOUDTECHTIQ team will try at its best to fulfil the customer requirement but cannot guarantee due to the nature and the type of the issue.

In general, feel free to get in touch with us any time round the clock:

For any Sales related query, please drop an email at sales@CLOUDTECHTIQ.com

For any Billing related query, please drop an email at billing@CLOUDTECHTIQ.com.

For any Support related query, please drop an email at support@CLOUDTECHTIQ.com

Or, reach us over voice: **+91-9971605606**.

Other Requests

Requests for service features and functions not yet implemented can be submitted through IT request. For any general queries, please drop an email at info@CLOUDTECHTIQ.com.

7.3 Termination

Either party may terminate this Agreement if:

The other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written /email notice of the same, except in the case of failure to pay fees, which must be cured within thirty (30) days after receipt of written / phone / email notice from CLOUDTECHTIQ;

No Liability for Termination.

Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms. However, if Customer terminates this Agreement, under the terms that are not in accordance with the terms of this Agreement, Customer would be liable to pay the balance money payable to CLOUDTECHTIQ for the remaining term of the Agreement.

Effect of Termination.

Upon the effective date of termination of this Agreement or at any time when CLOUDTECHTIQ feels that its rightful dues are not recoverable from the customer:

- (a) CLOUDTECHTIQ will immediately cease providing the Service(s);
- (b) Any or all payment obligations of Customer under this Agreement for Service(s), provided through the date of termination, will immediately become due;
- (c) Within thirty (30) days of such termination, each party will return to the other party all Confidential Information of other party in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement; and
- (d) Within ten (10) days of such termination Customer shall
 - remove from the Co-location Space all Customer Equipment (excluding any CLOUDTECHTIQ Supplied Equipment) and any other Customer property;
 - Deliver or make available all CLOUDTECHTIQ Supplied Equipment to an authorized representative of CLOUDTECHTIQ. If Customer does not remove the Customer Equipment and its other property within such five-day period, CLOUDTECHTIQ will have the option to assume title to all Customer's hardware and contents and: (i) move any or all such property to secure storage and charge Customer for the cost of such removal and storage, and/or
 - erase all Customer Data and liquidate the physical assets property in any reasonable manner and/or:
 - Sell it to anyone willing to pay it in order to recover CLOUDTECHTIQ's outstanding, and refund the surplus to the customer within 30 days of receiving compensation for the same

Customer Equipment as Security.

In the event, Customer fails to pay CLOUDTECHTIQ all undisputed amounts owed to CLOUDTECHTIQ under this Agreement when due, Customer agrees that, following thirty (30) days delivery of written notice to Customer, CLOUDTECHTIQ may

- (i) Restrict Customer(s) any form of access to the Equipment; and/or
- (ii) Take possession of any Customer Equipment and store it, at Customer's expense, until taken in full or partial satisfaction of any lien or judgment, all without being liable to prosecution or for damages.

8. Service Term Commencement

The term for each Service will commence on the Service Commencement Date, as indicated in the invoice raised to the customer, when CLOUDTECHTIQ begins providing these Services.

(a) Renewal Term(s).

Upon expiration of Initial Term, the contract would be renewed for another term equivalent to the initial term as indicated on the Order Form.

(b) Fees and payment terms.

Fees and Expenses.

Customer will pay all fees due according to the prices and terms listed in the Annex "B"/ order Form. The prices listed will remain in effect during the Initial Term indicated in the order form and will continue thereafter, unless agreed by both the parties. Customer also agrees to reimburse CLOUDTECHTIQ for the reasonable amount of actual out-of-pocket reasonable expenses incurred in providing Professional Services to Customer; provided Customer approves such out-of-pocket expenses in writing in advance.

Payment Terms.

On the Service Commencement Date for each Service or as per the payment terms mentioned in Annex "B", if applicable, Customer will be billed an amount equal to all non-recurring charges indicated in the Annex "B" and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred for Professional Services during a month (e.g., Server Management, Cloud Management, Infra Services.) will be billed at the end of the month in which the Services were provided.

Payment for all fees is due upon receipt of each CLOUDTECHTIQ invoice. All payments will be made in INR or USD. Payments are accepted only in the form of Bank Transfer, Cheques, Credit Cards or any other payment option communicated by the company. Charges for all services are payable prior to the beginning of each service period. Failure to pay in no way relieves the customer from making full payment.

CloudTechTiq retains full rights to charge for or alter specifications or discontinue any of the services/ features offered under the various schemes at any time, without any prior notice.

If you wish to cancel your account, please raise a ticket in the member control panel 15 days in advance. Failure to notify cancellation in advance would result in services billed and payable for the next period.

Failure to Pay

The Company may temporarily deny all services provided or terminate this Agreement upon the failure of customer to pay charges when due. Such termination or denial will not relieve customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

You acknowledge that it's your responsibility to keep records and maintain reminders regarding

the expiry of any service. As a convenience to the client, and not as a binding commitment, we may notify him of any expiring services or services due for renewal, via email message sent to the contact information associated with the customer in the our database.

Should renewal fees go unpaid for a service, the service will terminate automatically & CloudTechTiq will not be responsible for any loss that may occur due to expiry/termination of services.

Taxes

All fees charged by CLOUDTECHTIQ for Services are exclusive of all sales and use taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based on CLOUDTECHTIQ income, property or employees.

9. Maintenance and Service Changes

The Standard Maintenance Window for Server upgrade, updates and downgrade is 11:00 PM to 4:00 AM. Rest, you may see the CLOUDTECHTIQ website for details of our standard maintenance and service process.

10. Pricing

CloudTechTiq reserves the right to change the product/services pricing time to time as per requirement and will be applicable for new order only.

11. Miscellaneous Provisions:

Marketing

Customer agrees that during the term of this Agreement CLOUDTECHTIQ may publicly refer to Customer, orally and in writing, as a Customer of CLOUDTECHTIQ. Any other reference to Customer by CLOUDTECHTIQ requires the written consent of Customer.

No Third Party Beneficiaries

CLOUDTECHTIQ and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of Customer.

Governing Law; Dispute Resolution

This Agreement is made under and will be governed by and inferred in accordance with the laws of INDIA. The parties will endeavour to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration. There will be three (3) arbitrators (the Arbitration Tribunal), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator

and the third of which will be jointly appointed by the party appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal. This Agreement will be enforceable, any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Jaipur, INDIA. Notwithstanding the foregoing, claims for preliminary injunctive relief, other prejudgment remedies, and claims for Customer's failure to pay for Services in accordance with this Agreement may be brought in a court of law over the subject matter and parties.

Severability; Waiver

In the event, any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

Notice

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Registration Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

Relationship of Parties

CLOUDTECHTIQ and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between CLOUDTECHTIQ and Customer. Neither CLOUDTECHTIQ nor Customer will have the power to bind the other or incur obligations on other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

12. Reviewing and Reporting

System Performance and Availability Reporting

- Quarterly service performance and availability reports will be published for review.
- Support response time will be tracked and reported separately as part of the CLOUDTECHTIQ and Campus SLA.

SLA Reviews

The Designated Review Owner (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/ approvals as required.

Designated Review Owner: Abhishek Nandan

Review Date: 01/08/2019

Approvals

The Divisional Liaisons and CLOUDTECHTIQ TECHNOLOGIES PVT LTD Senior Managers approve this document. This document is then published on the CLOUDTECHTIQ Service Catalogue web site along with other service level agreements. Service level information is integrated into the service page in the CLOUDTECHTIQ Service Catalogue.