

Service Level Agreement

The Service Level Agreement attached to this Agreement on the next page.

SERVICE LEVEL AGREEMENT:

This Service Level Agreement (“SLA”) sets out the service levels provided by Cubic Logics under the Master Services Agreement between the “Customer” and Cubic Logics for the provision of Data Center Services.

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 Agreement.

- 1.1. **“Service Availability”** means the aggregate percentage of hours in a calendar month during which the Data Center Services is actually available for use by “Customer”.
- 1.2. **“Fault”** means failure to meet the applicable service level set out in this SLA.
- 1.3. **“Total Time (TT)”** means the total hours in the calendar month. E.g. $30 \times 24 = 720$ hours in a 30 day calendar month.
- 1.4. **“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, danger to life etc. as the case may be and has to be attended immediately. Cubic Logics shall try to notify the “Customer” about the emergency maintenance in advance, however depending upon the demands of the situation; Cubic Logics may do so at earliest opportunity after the performance of the emergency maintenance.
- 1.5. **“Excused Unavailability (EU)”** - means the agreed aggregate number of hours in any month that Cubic Logics shall seek to carry out troubleshooting or upgrade to the equipment, with intent to better the Services. This Unavailability will be subject to prior written consent and confirmation from “Customer”. The Emergency Maintenance is part of the Excused Unavailability.
- 1.6. **“Planned Unavailability (PU)”** - means the aggregate number of hours in any month during which the Services unavailability is requested by Cubic Logics to carry out checks, configuration changes, preventive maintenance of Cubic Logics material (a) of which “Customer” is notified 48 hours in advance and (b) that is performed during a standard maintenance window from 11 PM to 6 AM local time of Data Center or (c) performed during a non standard maintenance window at a time approved by “Customer” by a method chosen by Cubic Logics (telephone, e-mail or fax). Nothing herein shall restrict Cubic Logics from conducting Emergency Maintenance on an as needed basis. The

“Customer” may at their discretion ask for Planned Unavailability to repair the “Customer” Material. Examples of activities covered under Planned Unavailability include (but not limited to):

- Anti-virus & patch updates
- Routine Preventive Maintenance
- Preventive Maintenance of utilities like AC, UPS, Server Room.
 - Application Version upgrades.
 - Cold backups scheduled or as requested by “Customer”.

1.7. “Service Unavailability (SU)” shall mean an unscheduled disruption/failure in any Data Center Service offered by Cubic Logics as per the executed Sales Order.

1.8. “Exceptions” shall mean either an event or a set of events as are more particularly detailed in Section 5 hereto, the occurrence and the duration of occurrence of which shall not constitute a Service Unavailability for the purposes of this SLA.

1.9. “Trouble Ticket” shall mean the issue of a ticket bearing an identification number confirming logging in of the “Customer” complaint to Cubic Logics in relation to Service Unavailability upon the “Customer” reporting a fault by a method set out herein.

1.10. “Rebates” means Rebates payable in accordance with this SLA.

2. SERVICE AVAILABILITY:

2.1. Service Availability Calculation - Service Availability is calculated as follows:

$$\text{Service Availability} = \frac{((\text{TT}) - (\text{EU}) - (\text{PU}) - (\text{SU}))}{((\text{TT}) - (\text{EU}) - (\text{PU}))} \times 100$$

2.2. Service Availability and Rebates

- If the Service Availability during the month under consideration is less than **99.9 %**, this will lead to SLA violation and Cubic Logics shall provide Rebates to “Customer” as set out herein.

| Service Availability in each Monthly Period | Rebates in terms of Service Extension for the Affected Service |
|---|--|
| 99.9% or greater | No Service Extension |
| 99.9% to 99% | Services Extension for 2 days |

| | |
|---------------|-------------------------------|
| 99% to 98% | Services Extension for 4 days |
| 98% to 97% | Services Extension for 6 days |
| Less than 97% | Services Extension for 8 days |

3. FAULT REPROTING PROCESS:

- Any Service Unavailability should be reported to Cubic Logics Service Desk, which is open 24 hours a day, 7 days a week.
- The Cubic Logics Service Desk shall have a Trouble Ticket opened for the “Customer” and “Customer” shall quote the Trouble Ticket Number in all future communication.
- The “Customer” must provide the necessary information and cooperation required by Cubic Logics to enable Cubic Logics to diagnose and remedy the Fault.
- Upon opening of a Trouble Ticket, Cubic Logics shall investigate the reported Service Unavailability and shall promptly use best industry standard efforts to rectify the same.

4. ELIGIBILITY FOR REBATES:

- Rebates will only be applied to a Fault for which a Trouble Ticket is logged.
- The Rebates for Service Availability set out in Section 3.2 are calculated on a per incident basis and measured as a percentage of availability over a calendar 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.
- The “Customer” must request Rebates in writing giving details of the Fault to which the Rebates relate. If the “Customer” fails to make such request within 30 days of the end of the calendar month for which such Rebates are due:
 - the “Customer” shall be deemed to have waived the Rebates for that calendar month;
 - any claims that it may have in relation to such Faults; and
 - Cubic Logics will not be liable for such Rebates.
- Following the calculation of the Rebates, the applicable service extension will be applied at the end of the Service Term.
- In the event of any dispute between Cubic Logics and “Customer” in respect of any Rebates, Cubic Logics and the “Customer” will work in good faith to resolve such dispute.

5. EXCEPTIONS:

Cubic Logics shall not be responsible for any Service Unavailability to the extent that such Service Unavailability results from any of the following events:

- The Services being modified or altered in any way at the “Customer’s request

- Use of single power source equipments without static transfer switch for utilizing available redundant power supply
- Any interruptions resulting from defects or failures in or use of the “Customer” Equipment or any Services or any facilities provided or operated by or on behalf of the “Customer”;
- Incomplete, inaccurate information provided by the “Customer” to Cubic Logics;
- 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 Agreement;
- Planned Unavailability
- DNS issue outside the direct control of Cubic Logics.
- Failure of the “Customer” links, access circuits, local loop or any network not owned or managed by Cubic Logics.
- Time taken during offline backups, either planned or requested by the “Customer” after advance intimation
- Damage to or faults in the equipment resulting from (i) accidents, (ii) transportation, (iii) neglect and/or misuse by “Customer” or its authorized representatives;
- Use of any Application services by “Customer” for purposes other than that for which it was acquired
- Any act or omission on the part of the “Customer” including but not limited to failure to notify the Service Desk of a Service Unavailability
- Events or occurrences that result in “no trouble found” Trouble Ticket, as confirmed by “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.
- Regulatory events.
- Any abuse or fraud failure to comply with the Cubic Logics “Rules & Regulations” and “Acceptable User Policy” on the part of “Customer” and its end-user.
- Any Force Major event as described in this Agreement.

The period of any fault commences from the time the Trouble Ticket is logged by the Cubic Logics Service Desk until the time that Cubic Logics notifies the “Customer” that the Fault is remedied. Accordingly, the time period of calculation of any applicable Credits shall begin from the time that the Trouble Ticket is actually logged by the “Customer”.