

EZeeAssess.com - Service Level Agreement

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(A private limited company)

Address: 95, Veena Nagar, Opposite Bombay Hospital, Ring Road, Indore – 452010

Product URL: <http://www.ezeeassess.com>

Company URL: <http://www.mastishka.com>

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Mastishka Intellisys Private Limited* (hereafter "**Company**") and {*Customer, Registered Address*} for the provisioning of IT services required to support and sustains the "**Product**" (EZeeAssess.com).

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) for **Product**.

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider **Company** and Customer(s).

3. Product

Company provides the following hosted Software as a service (SaaS) offering EZeeAssess.com which is a Web based Software (Application) for conduction of online/computer based assessment/tests/exams used for any kind of assessment/test/exam including (and not limited to) entrance examination, recruitment, training assessment, employee assessment. **Product** meets all obvious requirements & reporting requirements for the online tests/exams.

4. Hosting Services

4.1 Servers

Our SaaS offering **Product** is hosted on servers managed by Rackspace Inc (Cloud Hosting Vendor), one of the largest hosting companies in the world. **Company** maintains separate web and database servers. The number of servers used for the **Product** is decided based on the accumulative load on server.

The servers are located at the Rackspace data center in Dallas, TX. Rackspace has a Zero-Downtime Network (as claimed by Rackspace Inc.).

4.2 Maintenance and Monitoring Service

Under managed service, Rackspace performs necessary system software and hardware maintenance on a regular basis. All maintenance jobs are performed to ensure minimum disruption.

Rackspace port monitoring service ensures that support personnel are notified in event the web server becomes unavailable.

4.3 Bandwidth Availability

Rackspace provides 100Mbps of throughput. The internal network has a speed of one Gbps. **Company** doesn't have a bandwidth limit in their service contract with Rackspace.

4.4 Disaster Recovery Plan

In case of disaster:

- Any hardware failure will be replaced in 2 hour
- Data restore will start immediately after the hardware change. It requires approximately 5 minutes for each 100MB of data

5. Data Services

5.1 Backup / Recovery Plan

The data backup/restore service is provided by Rackspace Inc under their 'Managed backup services' offering. The backup services provided by Rackspace are listed below:

Web-server:

1. Complete backup on weekly basis
2. Incremental backups are performed everyday

Database server:

1. Complete backup on weekly basis
2. Incremental backups of operating system files, everyday
3. Full database backup everyday by **Product** team apart from Rackspace services.

Restoring Data:

Once a restore request is made, Rackspace starts restoring the data immediately. The complete duration of restore will vary. Typically a 200MB file needs 5mins to be restored.

Software data backed up by **Company** can be restored, will be restored in case of data crash happening. Complete restore time will depend upon amount of data. Typically 10 MB or database restore takes 5 minutes.

5.2 Separation of client data

Product's database architecture ensures that clients' data are fully isolated. It ensures the privacy and security of data among the clients.

6. Support Services

Company will provide unlimited web-based support to all users for **Product** of the system via ticketing system.

Response Time: All queries reported via the web based support system will be responded in 1 business day.

Fix Time: Any issue occurred in the software will be fixed based on severity level. Service breaking or immediate issues will be fixed within in 6 hrs. Normal priority issues will be fixed in a day and feature related requirements will be fulfilled based on feature requirement and mutual discussion

7. Training Services

Company will provide **Product's** induction or training upon client request. Training will be webinar based. In special circumstances it can be in person after mutual agreement, travel and accommodation cost should be borne by client.

8. Service uptime commitment

8.1 Commitments:

Following commitments are provided by **Company** for **Product**:

- We will provide Customer access to the SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99% (“SaaS Services Uptime Metric”).
- The SaaS Services Uptime Metric commences on the Go Live Date. “The Go Live Date” is the date at which **Company** has concluded the deal with client and client has started using software **Product**.



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8.2 Boundaries and Exclusion:

The SaaS Services Uptime Metric shall not apply to performance issues caused by the following:

- Overall Internet congestion, slowdown, or unavailability.
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks.
- Force majeure events as described in the terms of agreement.
- Actions or inactions of Customer (unless undertaken at the express direction of **Company**) or third parties beyond the control of **Company**.
- A result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of **Company**.
- Scheduled SaaS infrastructure maintenance: Upgrades and patches that occur approximately four to six times per year may require downtime in addition to the scheduled maintenance. The downtime will be scheduled in advance and coordinated with Customer.

9. Software-as-a-Service credits

EZeeAssess’s exceeding, meeting, or failing to meet the SaaS Services Uptime Metric as measured over any quarter may be reflected in adjustments to the test credits provided.

Quarterly SaaS rating	Rating SaaS service credit
Between 99% - 100%	Meets goals
Between 98.0% - 99%	Tolerable 20 Free Exam/Test credits
Below 98.0%	Unacceptable 50 Free Exam/Test credits

SaaS Ratings below 98% for a quarter shall be escalated by both parties to the vice president level (or equivalent), as outlined in this schedule.

For Customer (with Authorized Seal):	For Company (with Authorized Seal):
Authority Name: _____	Authority Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____