



SERVICE LEVEL AGREEMENT (SLA)

This **Service Level Agreement (SLA)** ("**Service Level Agreement** " or "**Agreement**" or "**SLA**") is by and between

Svaapta IT-Ally Solutions Pvt. Ltd PVT. LTD., (the "Company" or "SVAAPTA")

S-7, National Plaza,R.C. Dutt Road, Alkapuri,
Vadodara, India - 390 007

And

the party ("**Client**" or "**You**" or "**Your**") named in the related proposal, order and/or quotation (together with any subsequent order forms submitted by Client, the "**Order Form**").

Company and You agree to the following provisions:

THIS SERVICE LEVEL AGREEMENT (SLA) DEFINES SERVICE LEVELS FOR CERTAIN HOSTING AND RELATED SERVICES INCLUDING THE Svaapta IT-Ally Solutions Pvt. Ltd. PROVIDED TO YOU BY THE COMPANY AND ALSO SETS FORTH ADDITIONAL TERMS AND CONDITIONS OF SERVICE. THIS SLA IS SUBJECT TO CHANGE BY THE COMPANY AT ANY TIME.

1. DEFINITIONS

- 1.1 A Project can be a website, database system, search engine optimization work, or any other services provided by Svaapta to the Customer.
- 1.2 The word "contract" as it appears in these terms and conditions shall mean the contract between Svaapta and the Customer, which will be based on the terms and conditions contained within this Service Level Agreement.

2. ABBREVIATIONS

- 2.1 Svaapta stands for Svaapta IT Ally Solutions Pvt Ltd.
- 2.2 SLA stands for Service Level Contract.

3. CONTRACT

- 3.1 The terms and conditions contained in this SLA apply to all Svaapta Customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Svaapta and the Customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between Svaapta and the Customer then these terms and conditions will apply.

4. ESTIMATES

- 4.1 Svaapta will provide customers with initial estimates for projects on request. The final project sum may vary from the initial estimate. An estimate as opposed to fixed price quotation is useful when the actual project sum cannot be reasonably or accurately ascertained at the onset.
- 4.2 Work carried out against estimates will be charged in accordance with clause 8.
- 4.3 Svaapta will provide estimates in writing by email to customers. Acceptance by a customer of an Svaapta estimate is subject to acceptance of the terms and conditions



in this SLA, unless specifically agreed in writing between the Customer and Svaapta to the contrary.

5. FIXED PRICE QUOTATIONS

- 5.1 Whenever possible Svaapta will provide customers with a fixed price quotation and detailed specification for a project.
- 5.2 Items omitted or added to the specification that accompanies a fixed price quotation will be treated as variations in accordance with clause 6.
- 5.3 Svaapta will provide quotations in writing by email to customers. Acceptance by a customer of an Svaapta quotation is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and Svaapta to the contrary.

6. VARIATIONS

- 6.1 The value of work included in a fixed price quotation specification that is omitted will be valued and deducted from the final project sum.
- 6.2 Work that is in addition to that detailed in a fixed price quotation specification will be valued and added to the final project sum.

7. COPYRIGHT

- 7.1 The source code of all website web pages remains the intellectual property of Svaapta and may not be copied and used by any other party without the consent of Svaapta.
- 7.2 All scripts, css and include files used within customer websites remains the intellectual property of Svaapta and may not be copied and used by any other party without the consent of Svaapta.
- 7.3 The stored procedures, functions and triggers programmed in to SQL Databases remain the intellectual property of Svaapta and and may not be copied and used by any other party without the consent of Svaapta.
- 7.4 All customer logo images, images unique to the customer, i.e. of their premises, work force and their business, plus all written copy, belong to the customer and are covered under their copyright. Svaapta will not reuse customer written content or images without the express permission of the customer.

8. HOURLY RATE CHARGES

- 8.1 Svaapta will charge for services provided that are not included in any quotation or under the terms of hosting. The amount charged will be based on Svaapta's standard hourly rate, unless a different hourly rate has otherwise been agreed in writing.
- 8.2 Svaapta will review and may increase their standard hourly rate on an annual basis.

9. WEBSITE SERVICES

- 9.1 Svaapta will offer to customers third party services such as those offered by Google to enhance the performance of their websites. Svaapta may include in quotations the setup and maintenance of such third party services. Svaapta will not be liable to the customer for any interruption, non-performance, or cancellation of the provision by third parties of any such services.



10. SEARCH ENGINES

- 10.1 Svaapta are expert at designing websites to perform well with the search engines and will liaise with customers in trying to achieve high rankings for the appropriate keyword phrases.
- 10.2 Svaapta accept no responsibility or liability to the customer for the actual rankings achieved or how such rankings may vary over time.

11. INVOICING & PAYMENT

- 11.1 Svaapta standard payment terms are 15 days from the date of invoice.
- 11.2 Svaapta will specify within estimates or quotes how a project will be invoiced. Large projects may be split in to a number of monthly interim invoices plus a final invoice on completion.

12. PERFORMANCE

- 12.1 Svaapta will ensure that the specification quoted for to the customer works as intended. In the event that the customer reports that some part of the specification is not functioning correctly then Svaapta will investigate this and take corrective action, which will be at no expense to the customer.
- 12.2 In the event that the customer reports an issue which is related to a matter that falls outside of the project specification then Svaapta will investigate this and email the customer a report and ,if appropriate, a price to carry out the extra work involved to resolve the issue.

13. DAMAGES

- 13.1 Unless expressly agreed in writing to the contrary Svaapta do not have any liability to the customer for any delays in completing a project.
- 13.2 Svaapta do not have any liability to the customer for the performance of a website, database or any other entity/service developed/setup for the client.

14. TERMINATION

- 14.1 In the event that the customer does not pay an invoice within 30 days of the due date, i.e. within 44 days of the date of the invoice, then Svaapta have the right to suspend all further works for that customer until such time as payment is made in full.
- 14.2 In the event that the Customer does not pay a hosting subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then Svaapta reserve the right to turn off any website hosting until such time as the invoice is paid in full.
- 14.3 In the event that the customer becomes insolvent or goes in to liquidation Svaapta have the right to immediately terminate their contract with the Customer and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.