

QuantumLink Communications Pvt Ltd
MailServe™ - End User Service Agreement

Customer	
Contract Period	

This agreement is between you, an individual or an individual acting on behalf of your employer, a corporation, partnership, or other legal entity (User) that will be using the services provided

AND

QuantumLink Communications Pvt Ltd (QLC).

Coverage

1. This Service Level Agreement is applicable to the User if you have procured any services from our MailServe suite from QLC which include but are not limited to the following:

- ✍ Mail Hosting
- ✍ SMTP Relay
- ✍ Web Hosting
- ✍ FTP Hosting
- ✍ MailDirect
- ✍ Email To SMS

2. This Service Level Agreement will be valid if the Users account is deemed current i.e. there are no pending payments and the User has not violated any Terms & Conditions specified in the MailServe - End User Service Agreement.

3. Any evaluations, trials, demos etc offered to the User are outside the scope of this SLA.

4. The term "Service Availability" means the percentage of duration in the month that the User has access to the services offered by QLC using standard protocols like HTTP, FTP, POP, SMTP or IMAP and as measured by QLC.

5. The term "Month" is to be calculated as
"Number of days in the subject month" * "24 hours per day".

Service Level Commitment

1. QLC commits a Service Availability (service uptime) of 99.5% per month.

2. Subject to the terms specified in sections *Exceptions* and *Credit Request and Payment Procedures*, if the service availability falls below 99% in a month, QLC will issue a credit to the User as per the section *Service Availability Credit Schedule* given later. The credit will be calculated for the affected services on a pro rata basis for the subject month.

3. The respective services shall be deemed to be unavailable if the server is not responding to HTTP, FTP, SMTP, POP and IMAP requests issued by QLC's monitoring software. QLC's records and data shall be the basis for all service availability calculations and determinations. Scheduled Maintenance shall not be deemed as service unavailability.

4. The User's account shall not be credited more than once per month under this Service Availability Commitment

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Scheduled Maintenance

Scheduled Maintenance shall mean any maintenance on the QLC server from which the User's services are being provided:

- ✍ of which the User is notified 48 hours in advance and
- ✍ that it is performed during a standard maintenance window on Mondays through Sunday from 9 p.m. to midnight local time on the server.

Notice of the scheduled Maintenance will be provided to the User's designated point of contact by a method elected by QLC (telephone or e-mail)

Exceptions

The User shall not receive any credits under this SLA in connection with any failure or deficiency of mail services availability caused by or associated with:

1. Circumstances beyond QLC's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this SLA
2. Failure of access circuits to the QLC servers, unless such failure is caused solely by QLC
3. Scheduled maintenance and emergency maintenance and upgrades
4. DNS issues outside the control of QLC
5. Issues with HTTP, HTTPS, FTP, & Telnet access
6. False SLA breaches reported as a result of outages or errors of any QLC measurement systems
7. The Users's acts of omissions (or acts or omissions of others engaged or authorized by the User) including, without limitation, custom scripting or coding (e.g. CGI, Perl, HTML, ASP, etc.) any negligence, willful misconduct, or use of the Services in breach of QLC's Terms and Conditions and the End-User License Agreement
8. E-mail or WebMail delivery or transmission
9. DNS (Domain Name Server) propagation
10. Outages elsewhere on the Internet that hinder access to the User's account. QLC is not responsible for browser or DNS caching that make sites appear inaccessible when others can still access it. QLC will guarantee only those areas considered under the control of QLC.

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Credit Request and Payment Procedures

1. In order to receive a credit, the User must make a request therefore by sending an e-mail message to mailserve@qlc.in
2. Each request in connection with this SLA must include the dates and times of the unavailability of the User's services and must be received by QLC within ten (10) business days after the said unavailability.
3. If the unavailability is confirmed by QLC, credits will be applied within two billing cycles after QLC's receipt of the User's credit request.
4. Credits are exclusive of any applicable taxes charged to the customer or collected by QLC and are the User's sole and exclusive remedy with respect to any failure or deficiency in the services availability provided by QLC.

Service Availability Credit Schedule

Service Availability	Credit
99% to 98%	2.00%
98% to 97%	5.00%
97% to 96%	10.00%
95% to 96%	25.00%
94% to 95%	50.00%
93% to 94%	75.00%
92% to 93%	100.00%
91% to 92%	QLC pays the User 5% of the monthly charge
90% to 91%	QLC pays the User 25% of the monthly charge

QuantumLink Communications Pvt Ltd Customer Name

Authorised Signatory

Authorised Signatory

Name Of The Signatory	Name Of The Signatory
Designation	Designation
Date	Date

Contact Details

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