ABOUT THIS SLA

This service level agreement ('SLA') describes the levels of service that our customers will receive from Luit Infotech (P) Ltd.. Although the SLA covers key areas of the customer's provided services and support, other contracts may include areas not covered by this SLA.

LET'S TALK!

LUIT INFOTECH (P) LTD

LUITBIZ SLA

INTRODUCTION

This purpose of this document is to define the service level metrics that Luit Infotech will deliver while providing LuitBiz SaaS Software Services. This document will also define what commercial compensation that will be provided if Luit Infotech does not deliver according to the stated metrics.

This Service Level Agreement (SLA) forms part of the agreement between the customer and Luit Infotech and is effective as of May 17, 2012, and applicable to all active LuitBiz SaaS Software Services.

DEFINITIONS

(I) SLA
Service Level Agreement between Luit Infotech and the customer

(II) SAAS SOFTWARE
SaaS software is defined as software applications hosted by Luit Infotech where the Customer does not take ownership of the software. The Customer only purchases access to the application via the Internet. The Service Level Agreement is intended to assure the Customer that Luit Infotech will provide an acceptable level of availability and performance of the SaaS application.

(III) DOWNTIME
The period of downtime within the agreed Availability has not been met with a deduction for the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in Availability is reported to Help Desk of LuitBiz until the service becomes available.

(IV) PERMITTED DOWNTIME
a) Planned service and maintenance about which the customer has been informed in advance, or

b) Other downtime at the request of the customer or with the customer's approval. The number of occasions of Permitted downtime as referred to in a) above shall not exceed one per month, except where otherwise agreed.

(V) AVAILABILITY
Availability of a Service means that the Service is available at the measuring point. Availability is calculated using the following formula:

Availability (%) = ((AS - PD - DT)x 100) / (AS - PD)

AS = Agreed Hours of Service
PD = Permitted Downtime
DT = Downtime (This will not include downtime according to definition (vi) Downtime for which the Luit Infotech is not responsible)

(VI) DOWNTIME FOR WHICH THE LUIT INFOTECH IS NOT RESPONSIBLE
Luit Infotech is not responsible for downtime or any other failure to satisfy the agreed service level if he can show that it was caused by any of the following circumstances and provided that the said circumstance was not directly attributable to Luit Infotech.

a) Faults in the Customer's software

b) Circumstances outside the Luit Infotech's area of responsibility for the Service, such as a failure of communications or other products or services from third parties for which Luit Infotech has not specifically taken responsibility.

c) Any other circumstances for which the customer has responsibility under the terms of the agreement.

d) Virus or other attack on security, despite Luit Infotech having taken professional security measures, or any circumstance referred to as force majeure or corresponding limitations of liability in the agreement, or limitation in the customer's access to the Service.

e) Interruption from Internet provider.

(VII) REPORTING OF DOWNTIME

a) Downtime is only reported after it has been registered in LuitBiz Help Desk.

b) The customer has responsibility for ensuring that the fault is reported using the agreed channels. The report shall include a relevant description of the fault and contact details for the users affected.

(VIII) MEASUREMENT

a) Luit Infotech has responsibility for implementing tools capable of measuring the agreed service levels.

b) The measuring point for service level Availability is the Connection Point.

c) The Connection Point is web address were the Customer connect to LuitBiz.

SERVICE DEFINITIONS

Luit Infotech and its partners will assume responsibility for the services listed below to the Customer in support of this agreement provided by Luit Infotech.

(I) HOSTING SERVICES

Luit Infotech assumes all responsibility for the computing environment supporting the hosted applications.

(II) APPLICATION ADMINISTRATION SERVICES

Applications provided under this agreement will be the responsibility of Luit Infotech. Luit Infotech will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

(III) SOFTWARE MAINTENANCE AND UPGRADE SERVICES

Luit Infotech will provide complete software maintenance & upgrade services to the Customer provided payments are made on time.

(IV) APPLICATION RECOVERY SERVICES

Luit Infotech will provide the following Recovery Services provided payments are made by customers on time:

(i) Hosting Infrastructure & environment recovery processes.

(ii) Application recovery processes

(V) DATA STORAGE AND RETENTION

Luit Infotech will ensure Customer data is stored and retained in accordance with Customer's Record Retention policies.

(VI) SUPPORT MANAGEMENT

The Customer will assign Support Contacts for LuitBiz. The Support contact will report issues to LuitBiz Support Portal. Luit Infotech will provide the support for LuitBiz.

SERVER & NETWORK INFRASTRUCTURE

Luit Infotech is responsible for providing adequate server infrastructure so it meet good performance. The Customer is responsible for providing adequate internal network infrastructure so as to not affect Luit Infotech's ability to meet good performance. The Customer is responsible for the support, maintenance, & monitoring of the Customer's dedicated LAN and or WAN. Luit Infotech bears no responsibility for performance & availability problems on networks within the Customerís control.

PRICE REDUCTION IN EVENT OF FAILURE TO REACH AGREED LEVEL OF SERVICE

If Availability is below the agreed level of Availability for the Service, the Customer is entitled to a price reduction of the percentage of the monthly access fee. The price reduction will be for the specific month.

AGREED LEVEL OF SERVICE	PRICE REDUCTION IN % OF MONTHLY ACCESS FEE
95.1% - 95.9 %	5
Below 95%	10

To avoid losing the right to a price reduction the Customer shall submit a claim for a price reduction by no later than the end of the calendar month following the month in which the request is sent.

A customer is not entitled to receive a service credit in the following cases:

(i) If any downtime was caused by customer initiated actions whether implemented by customer or by Luit Infotech

(ii) If any downtime was caused by an operating system or application mal-functioning or misuse by the customer and not a failure on the underlying network and physical host infrastructure directly and solely managed by Luit Infotech's hosting partner

(iii) If any downtime was due to Scheduled Maintenance and within the defined Maintenance Window announced

(iv) If any downtime was due to a Force Majeure event

(v) If the customer had his account suspended for any day of the month under analysis caused by non-payment of the usage fees

(vi) Downtime due to the acts or omissions of the customer, its employees, agents, third party contractors or vendors

(vii) Any event or condition not wholly within the control of Luit Infotech and violations of its Acceptable Use Policy.

FORCE MAJEURE

Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.