



## Annexure 1

### Diadem Technologies Pvt. Ltd – Service Level Agreement (SLA)

Diadem Technologies is committed to providing a standard of excellence commensurate with the best practices in the industry of our Services. During the Term of the applicable Master's Agreement, the Diadem Services will be operational and available to you as a customer for guaranteed time in any calendar year.

In case of failure of Diadem to meet the guaranteed level of service, you will be eligible to receive the Service Credits described below under respective heads of hosting services.

**You, as a Customer, agree that this SLA states Customer's sole and exclusive remedy for any failure by Diadem to meet the SLA.**

#### **A. Shared Hosting Services**

##### **COVERAGE**

This Service Level Agreement (SLA) applies if you have subscribed to any of our shared hosting services ("Services") pursuant to an order request for such services placed under the Master's Service Agreement; and your account is current (i.e. not past due and not suspended/terminated due to non-payment) with Diadem Technologies. In the event of conflict between the terms and conditions herein and the General Terms and Conditions, the former shall prevail.

As used herein, the term "Service Availability" refers to the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Customer's Services is available for access by third parties as measured by Diadem Technologies.

##### **Service Level**

Diadem Technologies aims to achieve 99.5% Service Availability of its Services for all customers.

Subject to Section 1 and 2 below, if the Service Availability is less than 99.5%, Diadem Technologies will issue a credit to the customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

<u>Service Availability</u>	<u>Credit Percentage</u>
99.5% to 100%	0%
95% to 99.4%	10%



90% to 94.9%	20%
90% below	50% or equivalent to 1/2 month refund

### 1. Exception

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- Circumstances beyond Diadem Technologies' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- Attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against Diadem Technologies' network;
- Scheduled maintenance and system upgrades, or emergency maintenance;
- Any DNS or Domain Name Registry issues outside the direct control of Diadem Technologies' including DNS and Registry propagation issues and expiration;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. ASP, CGI, HTML, Perl, etc.), any negligence, wilful misconduct, or use of the Customer's account in breach of Diadem Technologies' Terms and Conditions and Acceptable Use Policy;
- Issues with 3rd party e-mail systems, including refusal or rejection of e-mail by 3rd party mail systems;
- Delays in e-mail delivery;
- False SLA breaches reported as a result of outages or errors of any Diadem Technologies' measurement system;
- Outages elsewhere on the Internet that hinder access to your account. Diadem Technologies is not responsible for browser, DNS, or other caching that may make your website or e-mail appear inaccessible when others can still access it.

### 2. Credit Request and Payment Procedure

In order to receive a credit, Customer must make a request for by sending an e-mail to [sla@diadem.in](mailto:sla@diadem.in). Each request in connection with this SLA must include the following customer information:

1. My Account Username:
2. Full Name:
3. Domain Name:
4. Date and Time:



Credit request must be received by Diadem Technologies within 30 working days at the time of unavailability of the relevant Service. If the unavailability is confirmed by Diadem Technologies, credits will be applied within 30 days of Diadem Technologies' receipt of Customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA shall not exceed the total hosting fee paid by Customer for such month for the affected Service(s). Credits are exclusive of any applicable Service Tax applicable in India.

Note: Credits are not refundable and can be used only towards future billing charges.

## **B. Cloud VPS Hosting Services**

### **Coverage**

The Web Site Availability Service Level Agreement (SLA) applies to you ("Customer") if you have ordered any of the following Windows/Linux hosting account services from Diadem Technologies (the "Services") and your account is current (i.e., not past due) with Diadem Technologies:

As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site, mobile and non-mobile (if applicable), is available for access by third parties via Hypertext Transfer Protocol (HTTP) and HTTPS, as measured by Diadem Technologies.

The Server Availability Service Level Agreement (SLA) applies to you ("Customer") if you have ordered any of the following Linux, Windows Cloud VPS hosting account services from Diadem Technologies (the "Services") and your account is current (i.e., not past due) with Diadem Technologies:

- Virtual Private Servers (Linux, Windows).
- Managed Private Servers (Linux, Windows).

As used herein, the term "Server Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the server is reachable across an IP network and is available for access by third parties via Internet Control Message Protocol (ICMP), i.e. ping, as measured by Diadem Technologies.

### **Service Level**

#### **Goal:**

Diadem Technologies's goal is to achieve 100% Web Site and Server Availability for all customers. Our published service level agreement is 99.5%.



**Remedy:**

Subject to Sections 3 and 4 below, if the Web Site or Server Availability of customer's Web Site or Server is less than 100%, Diadem Technologies will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Web Site or Server Availability	Credit Percentage
99.9 to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

**Exceptions**

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site or Server Availability caused by or associated with:

- Circumstances beyond Diadem Technologies's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, earthquake, hurricane or other acts of God, strike or other labor disturbance, interruption of 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, ecommerce 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;
- Failure of access circuits to the Diadem Technologies Network, unless such failure is caused solely by Diadem Technologies;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of Diadem Technologies;
- Issues with FTP, POP, IMAP, or SMTP customer access;
- False SLA breaches reported as a result of outages or errors of any Diadem Technologies measurement system;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), 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 Diadem Technologies's Terms and Conditions and Acceptable Use Policy;
- E-mail or webmail delivery and transmission;



- DNS (Domain Name Server) Propagation;

Outages elsewhere on the Internet that hinder access to your account. Diadem Technologies is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Diadem Technologies will guarantee only those areas considered under the control of Diadem Technologies: Diadem Technologies server links to the Internet, Diadem Technologies's routers, and Diadem Technologies's servers.

### **Credit Request and Payment Procedure**

In order to receive a credit for a Cloud Virtual Private Server (VPS), Customer must make a request for by sending an e-mail to [sla@diadem.in](mailto:sla@diadem.in). Each request in connection with this SLA must include the following customer information:

1. My Account Username:
2. Full Name:
3. Domain Name:
4. Date and Time:

Credit request must be received by Diadem Technologies within 30 working days at the time of unavailability of the relevant Service. If the unavailability is confirmed by Diadem Technologies, credits will be applied within 30 days of Diadem Technologies' receipt of Customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Diadem Technologies and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site or Server Availability of customer's Web Site or Server.

Note: Credits are not refundable and can be used only towards future billing charges.

### **C. Dedicated Hosting Services**

#### **(a). Network SLA**

Diadem Technologies is committed to providing a standard of service and reliability unparalleled in the hosting industry. Diadem Technologies guarantees network uptime of 99.9%. The Diadem Technologies Data Centers use redundant components to eliminate any single point of failure. Our network is multi-homed through redundant high-speed carriers which results in you, the customer, always being able to count on fast and reliable connectivity to our network. Our Data Center is located at GPX Global Data Systems at Mumbai, India which is South Asia's only TIER IV Uptime Certified Datacenter facility.



Diadem Technologies maintains low overall network utilization at all times providing durability during any large internet routing issues such as a DDOS or DOS attack.

The Diadem Technologies Data Center facility is secured with multiple levels of access with only employees and authorised personnel having access to any of our network and server infrastructure. In the event a customer needs personal access to their server they will be escorted to their server by a Data Center technician or Account Manager who will assist and monitor activity. Access to our facility is only granted via employee key cards.

Diadem Technologies guarantees the uptime of its network 99.5% of the time excluding scheduled maintenance.

In the event any customer experiences anything less than 99.5% uptime of the Diadem Technologies Network a credit will be added to the account upon request. Network downtime is defined as the inability to transmit or receive data due to the failure of Diadem Technologies owned network equipment. **Diadem Technologies will provide a 1% credit to the affected server or shared account for each hour of downtime beyond 0.5% per month.**

No customer may receive credits totaling more than one month of service per affected server or shared account. Downtime is measured from the time a trouble ticket is opened by the affected customer to the time Diadem Technologies determines the issue to be resolved, excluding:

- Interruption due to scheduled maintenance, alteration, or implementation, where Diadem Technologies provides at least 3 working days prior notice and mutually agreed by the Customer.
- Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by Diadem Technologies.
- DNS Issues not in scope and control of Diadem Technologies.
- Negligence or other conduct of Customer or its authorized persons, including a failure or malfunction resulting from applications or services provided by Customer or its authorized persons.
- A shut down due to circumstances reasonably believed by Diadem Technologies to be a significant threat to the normal operation of the Services, Diadem Technologies's facility, or access to or integrity of Customer data (e.g., hacker or virus attack).
- Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Customer and its authorized persons.
- Any interruptions, delays or failures caused by Customer or Customer's employees, agents, or subcontractors, such as, the following:
  - Inaccurate configuration
  - Non-compliant use of any software installed on the server
  - Customer initiated server over-utilization
  - Any problems related to the attacks on the machine such as hacking, attacks, and exploits.



## **(b) Hardware SLA**

Hardware replacement is guaranteed to be complete within 6 hours of problem identification. The hardware replacement timer begins once customer opens trouble ticket and Diadem Technologies has determined the cause of the problem to be faulty hardware. The period of time it takes to troubleshoot the server and identify the problem is outside the 6 hour SLA.

In the event we are unable to replace the faulty hardware within 6 hours, Diadem Technologies will credit the customer 1% of the monthly fee per additional hour of downtime incurred (up to 50% of customer's monthly server fee).

All services below are provided free of charge to any dedicated server provided by Diadem Technologies:

- Hardware Replacement
- Unlimited Reboots via ticket system request
- Access to Knowledge Base
- PRTG bandwidth graphs

## **(c) Server Management SLA**

Diadem Technologies offers Server Management services with VPS and Dedicated servers, which get special priority on all issues. However, such support is provided on a best effort basis and additional third party costs may be involved in resolving an issue, which are to be borne by the client.

## **(d) Managed Backups SLA**

Diadem Technologies takes full backups of your server OS and data, as part of our Dedicated Server Hosting services, multiple times a week through the Bare Metal server backup services. But Diadem does not give clients access to the backup repository, while restoration is done during events of disaster recovery. And can also be done once in a quarter, for the client for free !

But Diadem does not guarantee consistency of data during restoration and the backup software being a third party application, it may malfunction and the restore process maybe corrupted so it's also the client responsibility to periodically download the critical data from the server to their local systems.