



Managed Services  
&  
Cloud

SERVICE LEVEL AGREEMENT

# XcellHost - Managed Services

This XcellHost- Managed Services Agreement ("XCELLHOST") is made this day of 01/02/2016 ("the XCELLHOST Effective Date") between XcellHost Cloud Services Pvt. Limited, a company incorporated under the laws of India having registered office at 209, Laxmi Plaza, New Link Road, Andheri West, Mumbai-400 053, Maharashtra, India (herein after referred as "XcellHost") and, \_\_

(herein after referred as "Customer"). Collectively both referred to as "Parties" and individually as "Party". The agreement is valid till the customer is having active billing with XcellHost.

This Data Centre- Managed Services Agreement is applicable only to Service Order Forms for Data Centre- Managed Services which have been subscribed by Customer and accepted by XcellHost in accordance with, and subject to the terms of the General Terms and Conditions for Delivery of Services.

This XCELLHOST includes certain schedules and attachments attached hereto or to be attached in the future (together the "Schedules"). Depending on the components chosen by Customer, as indicated in the Service Order Form ("SOF"), the Data Centre- Managed Services may consist of the following components;

- (i) Schedule - A : On-Demand Compute
- (ii) Schedule –B : On-Demand Storage
- (iii) Schedule –C : Hosting Professional Support Services
- (iv) Schedule - D : Data Centre Network Services (DCN) (v) Schedule - E : Data Centre Security Services (DCS)

In addition to the terms set forth herein, use of each Service is subject to the additional terms set out in the relevant schedules attached herewith.

1 **Definitions:** Terms used herein but not otherwise defined shall have the same meanings ascribed to them in the General Terms and Conditions for Delivery of Services.

1.1. "Data Centre-Managed Services (XCELLHOST) or Service" means, collectively the Data Centre – Managed Services Hosting platform (Compute / Storage / Security / Network / Professional Support Services), or independent services such as Professional Services, Security Services, as further described in Service Schedules.

1.2. "Hosting Infrastructure" Hosting Infrastructure shall mean physical premises controlled by XcellHost, where IT systems, devices and components are installed covering stabilized power, cooling, network and space. Customer device uptime will not be the responsibility of XcellHost unless XcellHost provides the device and XcellHost has taken the specific responsibility of managing the same.

1.3. "Service Window" - XcellHost will provide 24x7 support for the proposed engagement.

1.4. "Schedules" means the forms so entitled attached hereto, containing the specific terms and conditions that apply to each Service element.

1.5. "Users" means the persons authorized by the Customer to use the Service.

1.6. "XcellHost Portal and Monitoring": XcellHost is XcellHost's service portal offering and will be a single point for information on customer's infrastructure that is being managed. The portal offers 24x7x365 access to trouble ticket & change management systems, events, inventory and SLA performance reports.

- 1.7. "Business Day" is any day other than Saturday, Sunday or Public Holiday on which commercial banks are generally open for business in India.
- 1.8. "Content" means information made available, displayed, transmitted or stored.
- 1.9. "Service Desk" means XcellHost's Customer Support Center which will be operational 24x7x365 basis for the proposed engagement.
- 1.10. "Customer Hardware" means the hardware owned by the Customer that is acceptable to XcellHost, and is supported by XcellHost as part of its service delivery.
- 1.11. "Customer Software" means the software owned by the Customer that is acceptable to XcellHost, and is supported by XcellHost as part of its service delivery.
- 1.12. "DNS or Domain Naming System" means the systems used on the Internet to translate URL / names of host computers into IP addresses or viceversa. Customer will provide XcellHost with a list of Internet Domains for routing. Customer will ensure that the Internet Domains are correctly registered by Customer with the appropriate Internet authorities and are properly assigned. XcellHost shall have no responsibility for Internet DNS resolution for the Internet Domains or for ensuring the correct configuration of the DNS records for message routing to and from the Internet.
- 1.13. "Emergency Maintenance" means the repair or replacement of facility components or equipment requiring immediate attention because the functioning of a critical system is impaired or because health, safety or security of human life is endangered. The service unavailability during Emergency Maintenance will be excluded from the downtime calculations.
- 1.14. "Fault" means a fault, failure or malfunction in the Proper Operational Condition of the Service.
- 1.15. "Hardware" means server, switches and appliances deployed by XcellHost in providing the Service.
- 1.16. "Software Licenses" means the software used by XcellHost for rendering the DC-VAS service. The term "Software" shall also include any updates, upgrades, bug-fixes or new versions of the Software delivered by XCELLHOST hereunder. Software licenses may include Hypervisor Layer (Vmware, HyperV, others), Microsoft OS and other software, Linux OS, etc., including any necessary updates and upgrades thereto, to be used by Customer to use the Service. XcellHost will sub-license to the Customer the right to allow its Users to use such software for the applicable Term. Customer, at its sole expense, will provide Users with the Client workstations and make such sub-licensed Client software available for use by its Users.
- 1.17. "Data Centre Network" means the portion of the XcellHost Data Centre network extending from the network egress point of customer XCELLHOST server host to the outbound port of the Data Centre border router. The Internet access to the Customer via XcellHost's IP backbone is further described in this Agreement.
- 1.18. "Professional Support Service(s)" means any and all second-line labor or services provided by XcellHost to Customer in connection with this Agreement, including but not limited to, consultation, engineering, installation, removal, maintenance, training, and 24x7 technical support.
- 1.19. "Operation Percentage / Operational Condition" means that the XCELLHOST Service, including all XcellHost Hardware and Software, is functioning properly in accordance with the OEM's specifications and parameters set forth in this Agreement. The Operational Percentage means the percentage of the total time during any given calendar month that the Services are not subject to a Service Outage.

1.20. “Service Outage” An “Service Outage” means that the Service fails in accordance with Customer’s configuration selection and the parameters defined in respective schedules. Outage does not include service suspension (i) for reasons outside of XcellHost’s reasonable control or (ii) during times of maintenance. If a dispute arises about whether or not an Outage occurred, XcellHost shall make a determination in good faith based on its system logs, monitoring reports and configuration records. The “Outage Percentage” means the total duration of an Outage during a given month divided by the total time during such month.

1.21. “Scheduled Outage or Scheduled Maintenance” is the time window during which XCELLHOST Service may be temporarily interrupted for any or all services, for doing upgrades or maintenance or for any other mutually agreed upon reason or purpose; in order to prevent or remedy a defect which may affect Customer’s use or access to the Services. The service unavailability during Scheduled Outage or Scheduled Maintenance will be excluded from the downtime calculations. Scheduled Maintenance will be normally be carried out between 10 p.m. Saturday and 6:00 a.m. the following Sunday. XcellHost shall give Customer at least seven (7) days’ notice of any scheduled maintenance / outage event.

1.22. “Severity Level 1” means the severity level of a Fault (System Unusable) which critically affects the use of XCELLHOST Service to the extent that the servers are inaccessible. Service shall be deemed unavailable if a Fault of Severity Level 1 is reported or identified, whatever is earlier.

1.23. “Severity Level 2” means the Service is degraded where Users can access the Service but experience significant difficulties or delays. Service shall be deemed unavailable if a Fault of Severity Level 2 is reported or identified, whatever is earlier.

1.24. “Severity Level 3” means the severity level of a Fault which does not cause major impact on the use of Service, but only minor delays. A Fault of Severity Level 3 shall not be deemed to have rendered the Service unavailable.

2 Delivery Service Level Guarantee. The Service is backed by the following Delivery Service Level Guarantee (hereafter “Delivery Guarantee”):

2.1. Delivery Guarantee. XcellHost guarantees that the Service will be provided to Customer on the Committed Ready for Service Date (“CRFS Date”) whereby the system resources are allocated and Customer is given access to start the use of Service. The CRFS Date may be a different date to the Requested Ready for Service Date (“RRFS Date”) specified in the Service Order Form.

2.2. Delivery Credits. In the event XcellHost fails to meet the CRFS Date, Customer will be entitled to receive a credit against the non-recurring charge (NRC) (if any) (“Implementation Service One Time Charge”) applicable to the affected Service. The credit will be calculated based upon the number of days after the CRFS Date when the Service is actually made available to Customer. Delivery credits are calculated as follows:

Number of day(s) delay ( after CRFS Date)	Delivery Credit (percentage of Setup / One Time Charge)
5 – 7	15%
8 – 14	25%
15 – 30	50%
Greater than 30	100%

These credits are not cumulative (i.e. if Service is 9 days late, credit will be 25% of the Implementation Service One Time Charge).

- 3 Service Acceptance / Commencement Date. If no Fault of Severity Level 1 is reported by Customer to XcellHost within 2 Business Days from the CRFS Date or Actual Delivery date, the Service shall be deemed to have been accepted for the purpose of commencement of billing.
  
- 4 Service Outage Reporting. Customer must inform XcellHost’s Customer Support in writing, by email or by call each time it notices any Service Outage within Five (5) business days of the time it first notices or first believes that there has been an Outage. XcellHost will provide 24x7x365 access to its On line (XcellHost) support portal for customer to report any service outage / performance issues.  
XcellHost Customer Support must be provided with a 24\*7\*365 emergency number to reach a support person and their backup in the event of customer equipment failure or a data centre outage. Escalation matrix is also required from the Customer.
  
- 5 Request for Service Outage Credit. Customer must provide XcellHost with a written request for a credit due hereunder within thirty (30) days of the applicable event giving rise to the credit. Failure to do so will void Company's eligibility for any credit for such event(s). This notice must include sufficient information including, without limitation, the Trouble Ticket number and the customer request and the date and time such request was made to XcellHost Datacentre, to allow the claim to be investigated. There shall be no Third Party beneficiaries of the Service Level Agreements unless the same is agreed upon by the parties in writing.
  
- 6 Data Centre- Managed Services Service Availability Parameters. For the purpose of uniformity, the Service Availability for each XCELLHOST Service will be calculated as under. The Availability Guarantee for each component is covered in respective service schedule(s).

XCELLHOST Service will be considered unavailable if the Fault reported to the XcellHost’s Support Center by Customer or identified by XcellHost itself is of Severity Level 1 or Severity Level 2 (“Service Outage”). XcellHost will calculate, on a monthly basis, the time of Service Outage experienced by each XCELLHOST Service Component. A month shall be deemed to begin at 12:00 AM Greenwich Mean Time (GMT) on the first day of a calendar month and end 12:00 GMT on the first day of the next calendar month (“Month”). At the end of a month, XcellHost shall calculate the total amount of time the XCELLHOST Service was unavailable measured from the time when a Fault of Severity Level 1 or 2 was reported to the XcellHost’s Customer Support or is identified by the XcellHost, whichever first occurs, until the time the Fault is repaired and the Service restored (the “XCELLHOST Service Outage Time”). Such XCELLHOST Service Outage Time shall be used to determine any Service Outage credit that the Customer shall be entitled to (“XCELLHOST Service Outage Credit”). The XCELLHOST Service Outage Credit will be a percentage of the Monthly Recurring Charge (“MRC”) for the XCELLHOST Service as set forth in respective service schedules and will apply only to the XCELLHOST Service(s) for which such credit was derived (“Affected XCELLHOST Service(s)”), and the XCELLHOST Service Outage Credit will be calculated individually for each Affected XCELLHOST Service.

(a) SLA Adherence Matrix and applicable Outage Duration:

SLA Adherence (%)	Service Outage Duration (in Hours) in a Month Rounded off to nearest hour
< 99.99%	0.072 (4.32 minutes) – 0.72 hours (43.2 minutes)
< 99.95%	0.36 (.5) hour – .72 (1) hour
< 99.9%	0.72 (1) hour – 3.6 (4) hours
< 99.5%	3.6 (4) – 7.2 (8) hours
< 99.0%	7.2 (8) – 14.4 (15) hours
< 98.0%	14.4 (15) – 21.6 (22) hours
< 97.0%	21.6 (22) – 24 hours

- 7 Exclusions. Customer will not be entitled to receive any credits pursuant to the Delivery Guarantee or Service Availability Guarantee, for administrative setup delays or Service Outage experienced, which are associated with (in whole or in part):
- a. Interruption due to emergency & scheduled maintenance, alteration, or implementation;
  - b. Negligence or other conduct of Customer or its agent/client including a failure or malfunction resulting from applications;
  - c. A shut down due to circumstances reasonably believed by XcellHost to be a significant threat to the normal operation of the Services, the XcellHost facility, or access to or integrity of Customer IT infrastructure or its data (e.g., hacker or virus attack);
  - d. Failure or malfunction of any equipment or services not provided by XcellHost;
  - e. Failure of Customer to purchase minimum redundant systems necessary to support this warranty
  - f. Failure of access to Customer's network and the Internet, unless such failure is caused solely by XcellHost;
  - g. Any act or omission of Customer or any of its agents, contractors or vendors, including without limitation, custom scripting or coding (for example, CGI, Perl, HTML, ASP) or Customer's failure to follow agreed-upon procedures or to provide the requisite Client Hardware or Software in respect of the Services;
  - h. Force Majeure Events (Section 13.10), including without limitation, outages on the Internet;
  - i. DNS issues beyond the reasonable direct control of XcellHost; or
  - j. Service Level Agreements do not apply in the event of disconnection and subsequent reconnection of the services due to non-payment of any charges payable to XcellHost.
  - k. Any unavailability or other degradation of the Service which is associated with or caused by Scheduled Maintenance events on the XcellHost Facilities (which are not otherwise due to the fault or negligence of XcellHost);

8 Service Outage Credits

- 7.1. Customer must provide XcellHost with a written request for a credit due hereunder as defined in Service Outage Reporting (Section 4).
- 7.2. If Customer is entitled to receive credits on more than one guarantee as set forth herein due to the same service-affecting incident, Customer will only receive the credit that it would otherwise be entitled to receive under a single guaranteed criterion for service which has least guarantee.
- 7.3. In no event shall the total amount of Service Outage credits issued to Customer per month exceed fifty percent (50%) of the MRC invoiced to Customer for the affected Service for that month.
- 7.4. Credits are calculated after deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than monthly recurring service (MRC) charges.
- 7.5. Credits will generally be reflected on the subsequent invoice following the billing month in which the Service Outage occurs. The credits provided in this Service Level Agreement are Customer's sole and exclusive remedies for all matters related to the guaranteed criteria.

7.6. Any credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of XcellHost Services. All unused credits will expire the later of twelve months after their accrual or upon the expiration or termination of the last Order Form with XcellHost. Termination of a Service Order Form, the General Terms and Conditions due to Customer's non-payment or other breach will immediately void all accrued, but unused credits.

## 9 Customer Obligations.

- a) Customer Undertakings. The Customer represents warrants and agrees that it will not use, nor authorize, assist or permit any User or third party to use, the Service:
  - (i) In violation of any applicable laws or with all policies and instructions communicated by XcellHost.
  - (ii) For any unlawful, fraudulent or immoral purpose, including, without limitation, the transmission of any Content in violation of applicable laws
  - (iii) To tamper with, alter or change the Service or the XcellHost's Facilities, or otherwise abuse the Service in any manner that interferes with XcellHost's Facilities or the use of Service by any other person.
- b) Rights to Suspend. If XcellHost reasonably believes that there is, or is likely to be, a breach of any of the Customer's obligations hereunder, XcellHost may, in its sole discretion, immediately restrict or suspend all or a portion of the Service or prevent the display or transmission of Content, without any liability to the XcellHost, and then notify the Customer of such action and the reason for it. XcellHost will attempt to provide such notification to the Customer prior to taking such action if, in XcellHost's judgment, it can do so without interfering with its ability to prevent the breach from occurring or continuing.

## 10 TERM & TERMINATION

- a. The term of this XCELLHOST shall commence on the XCELLHOST effective date and shall renew automatically for successive one (1) year periods unless either party gives the other written notice of intent to terminate and not renew at least ninety (90) days prior to the end of the initial term or any renewal term.
- b. This XCELLHOST may be terminated by either party in the event that such party has the right to terminate the customer Agreement.
- c. Upon termination of this XCELLHOST, Customer shall relinquish use of the Internet protocol addresses or address blocks assigned to it by XCELLHOST in connection with the Services.
- d. Unless and otherwise specified in the Customer Agreement, if after the termination or expiration of the Agreement, the Customer fails to remove all equipment and/or other properties belonging to them from the XcellHost Data Centre premises within 45 days of such termination or expiration, the Customer;
  - i. agrees that XcellHost Datacentre may dispose off such property as it deems appropriate and
  - ii. releases XcellHost Datacentre from any and all liability arising out of such disposal

### 10.1 TERMINATION TRANSITION ASSISTANCE:

Upon any notice of termination of this Agreement, to the extent technically feasible, XcellHost shall assist Customer in the migration of the data of Customers that are located on XcellHost's servers/storage, in a comma separated values file or other format reasonably requested by Customer. If termination of this Agreement is due

to XcellHost's breach, XcellHost shall migrate Customer's data to a setup as reasonably requested by Customer, at no cost to Customer.

## 11 WARRANTY LIMITATIONS

- a. Disclaimer of Actions Caused by and/or Under the Control of Third Parties Except for warranties and representations made herein, XcellHost MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING THE DATA, PRODUCTS, OR SERVICES OF ANY THIRD PARTY, INCLUDING THE PROVIDERS OF ELECTRICAL OR TELECOMMUNICATIONS PRODUCTS OR SERVICES. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN THE HOSTING SERVICES DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF XcellHost, SUCH AS A FAILURE OF TELECOMMUNICATIONS SYSTEMS, SHALL NOT BE CONSIDERED A SERVICE OUTAGE FOR PURPOSES OF ANY WARRANTY PROVIDED IN THIS XCELLHOST.
- b. Sole Remedies to Service outage: SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OF SERVICES DUE TO OUTAGES, OR OTHER BREACH OF WARRANTY SHALL BE THE OUTAGE CREDIT PROVIDED IN THIS XCELLHOST. XcellHost AND ITS XCELLHOSTS DISCLAIM ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS, OR BREACH OF WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIABILITY OF XcellHost AND ITS XCELLHOSTS ARISING FROM ANY SUCH OUTAGE, INTERRUPTION, OR BREACH OF WARRANTY SHALL BE EXPRESSLY LIMITED AS SET FORTH IN THIS XCELLHOST.

## 12 MISCELLANEOUS PROVISIONS

### 12.1 NOTICES

Any notice or other communication required or permitted hereunder shall be sufficiently given if manually delivered or sent by registered or certified airmail or fax or E-mail, and, in the case of airmail, prepaid and directed to the other party at its mailing address first set forth above. Any party may, by giving notice as provided sent by registered or certified airmail shall be deemed to have been given ten (10) days after the date on which it is proved to have been so mailed. Any such notice or communication sent by fax or e-mail shall be deemed to have been given one (1) day after the date on which it is sent and receipt has been confirmed.

### 12.2 GOVERNING LAW

This Agreement and the obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the internal laws of India, without giving effect to the conflict of laws / principles thereof. The Courts at Chennai shall have exclusive jurisdiction over all matters connected with this agreement.

### 12.3 WAIVER

No express or implied consent to or waiver of any breach or default by any party hereto in the performance by the other parties of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of any party to complain of any act or failure to act or to declare the other party as defaulting, irrespective of how long such failure continues, shall not constitute a waiver against such failing party of the rights of the other party under this Agreement.

### 12.4 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other



person or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### 12.5 ENTIRE AGREEMENT – AMENDMENT

This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. Except as specifically provided herein, neither this agreement nor any provision hereof can be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by all of the parties

#### 12.6 TERMINOLOGY

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles, sections, subsections and paragraphs in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement

#### 12.7 COUNTERPARTS

This Agreement can be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument

#### 12.8 ASSIGNMENT

This Agreement cannot be assigned by any party hereto without the express written consent of the other two parties

#### 12.9 LEGAL FEES

In any legal action brought in connection with this agreement for the operations of the Customer, the prevailing party shall be entitled to recover its legal fees from the non-prevailing parties

#### 12.10 FORCE MAJEURE

If the performance of any obligation of any of the parties is prevented or restricted or interfered with by reason of fire, explosion, strike, labor dispute, casualty, riots, sabotage, accident, lack or failure of transportation facilities, flood, war, civil commotion, terror attack, lightning, acts of God, any law, order or decree of any government or subdivision thereof or any other cause similar to those above enumerated, beyond the reasonable control of the party, the party so affected shall, upon the giving of prompt notice to the other parties, be excused from performance hereunder to the extent and for the duration of such prevention, restriction or interference.

#### 12.11 INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision

#### 12.12 ARBITRATION:

Any dispute and/or difference that may arise between the Parties hereto in regard to this Agreement and/or the arrangement there under, the carrying out of its terms and conditions and/or the interpretation thereof in any way whatsoever shall be referred to the conciliation of any authorized representative of the Parties and a solution shall be sought within 15 days of such referral. In the event of any resolution not being found despite conciliatory

efforts, the dispute and/or difference shall be referred to a sole Arbitrator to be mutually appointed by the Parties. In the event of differences on appointment of a sole arbitrator, the Parties agree to appoint three arbitrators, one to be appointed by Customer and another to be appointed by XCELLHOST. The two arbitrators shall appoint the third arbitrator who shall act as the governing arbitrator. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and its statutory modification in force for the time being. Language of arbitration shall be English. Place of Arbitration shall be Mumbai

## SCHEDULE - A

### On-Demand Compute

1. **Definitions.** In addition to the other terms defined in the General Terms and Conditions for Delivery of Services and the Service Schedule, the following capitalized terms shall have the following meanings:
  - 1.1 **Service Overview:** XcellHost will provide the On-Demand Compute Service which includes Virtual Machines, Dedicated Hardware, Software Licenses, Network, Security, Storage and various optional services as selected by customer. The Setup is located at one or more of the Data Centres, which location can be changed at the sole discretion of the XcellHost.
  - 1.2 **“Host Hardware / Server (Host)”** means a physical hardware running Hypervisor software to run multiple virtual machines / instances. Host provides the CPU and memory resources to virtual machines running on it as well enable virtual machines access to storage and networks.
  - 1.3 **“Managed Dedicated Server (MDS)”**: XcellHost shall provide the dedicated physical server of subscribed configuration (equivalent or better), defined as the Processor(s), RAM, and other related hardware as well as access to storage, network with perimeter security, Hosting infrastructure, included under the server lease.
  - 1.4 **“Virtual Private Instance (VPI)”**: XcellHost shall provide the Virtual Machine / Instance defined as the virtual Processor(s), RAM, connectivity fabric, and other related components included under the subscribed plan.
  - 1.5 **“High Available-Virtual Private Instance (HA-VPI)”**: means a Virtual Machine / Instance in High Availability architecture. Virtual Private Instance is defined as the virtual CPU/Processor(s), RAM, connectivity fabric, Hosting infrastructure, and other related components included under the subscribed plan. High Availability architecture is defined by minimum system configuration to ensure redundancy at each layer for no single point of failure at site level. High Availability is applicable for single Data Centre facility, and does not include the site level redundancy.
  - 1.6 **“Virtual Private Server (VPS)”**: XcellHost shall provide the combination of Virtual Machine / Instance (defined as the virtual processor(s), RAM) and connectivity fabric, SAN storage space, Internet Data Transfer, Hosting infrastructure, Security, and other related components included under the subscribed plan.
  - 1.7 **“High Available Virtual Private Server (HA-VPS)”**: means a Virtual Private Server in High Availability architecture. XcellHost shall provide the combination of Virtual Machine / Instance (defined as the virtual processor(s), RAM) and connectivity fabric, SAN storage space, Internet Data Transfer, Hosting infrastructure, Security, and other related components included under the subscribed plan. High Availability architecture is defined by minimum system configuration to ensure redundancy at each layer for no single point of failure at site level. High Availability is applicable for single Data Centre facility and does not include the site level redundancy.
  - 1.8 **Network Connection:** Customer will have access to the Service through the Internet or the Customer’s VPN. XcellHost will provide bandwidth between the Hosting Centres for purposes of Customer’s system administration. However Customer will provide, at its sole expense, all connections and bandwidth needed in order to enable it to interconnect with and use the Service.
  - 1.9 **Firewall Protection:** XcellHost will provide adequate perimeter firewall protection to ensure that the Service operates in a secure environment. XcellHost will implement and manage firewall policy / security rules to protect the Service from inappropriate use by Users and third parties, as per the filtering rules set by Customer.
  - 1.10 **Self-Service Administration Portal:** XcellHost will provide secure web-based online self-service administration portal that enables authorized Customer administrators to perform certain administration tasks with respect to the Service.

- 1.11 System Back-up: XcellHost will perform backup of complete setup as per the defined policy to ensure the availability of Systems. The backup policy is to take an incremental daily back-up, and retain the daily back-up for one week. In addition to the incremental daily back-up, a full back-up will be performed on a weekly basis and retained by XcellHost for two weeks. A monthly back-up will also be performed and will be retained for one month. System Backup is undertaken by XcellHost to ensure high availability of infrastructure.
- 1.12 Restoration Services: The restoration of System Back-up will be provided in following manner.
- 1.12.1 Restoration activity required due to failure of XcellHost's systems or any component offered by XcellHost as part of the service. All such restoration will be done by XcellHost at no cost to customer and will be considered as System Restoration Activity.
- 1.12.2 Any Restoration of data required at customers request for component failure or data loss arising out of customer specific issue / negligence. Customer specific restoration will be undertaken on the receipt of customer request for such activity and will attract nominal Restoration Fee.
- 1.12.3 XcellHost does not guarantee Restoration of data outside of its backup retention periods. The Restoration of data is provided on best effort basis.
- 1.12.4 Customers, who wish to take separate backup on Tapes for longer retention or Host level backup, needs to subscribe Backup Services as Add-on component.
- 1.13 On-Demand Storage: XcellHost will provide storage on its Enterprise grade unified (SAN / NAS) storage platform with enterprise security and associated storage fabric connectivity. On-Demand Compute setup is pre-configured and pre-built to offer highly redundant, unified SAN / NAS storage environment to MDS / VPS / VPI.
- 1.14 Managed Switch: XcellHost will offer managed switch as part of On-Demand Compute setup to provide controlled access to servers, storage, and networks. The managed switch offering includes security and configuration flexibility specific to customer requirements, as defined in the subscribed plan.
- 1.15 Managed Connectivity: XcellHost will offer managed router interface both on Virtual Dedicated as well as Logical Segregated mode for termination of Customer VPN, Leased Line or other network connections. The Managed Router offering supports multiple network interface and throughput levels, as per the subscribed plan.
- 1.16 Monitoring and Management: XcellHost will perform proactive monitoring of complete On-Demand Compute setup.
2. Service Availability Guarantee. The Availability Guarantee for On-Demand Compute shall vary for (i) Service without High Availability feature; and (ii) Service with High Availability feature, as follows:

(i) On-Demand Compute without High Availability Feature

(a) For Severity Level 1:

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 99.5%	Less than 4 Hours	No Credit

< 99.5%	4 – 8 Hours	5% of MRC
< 99.0%	8 – 15 Hours	10% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

(b) For Severity Level 2:

Performance Guarantee	Performance Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 98.0%	< 12	No Credit
< 96.0%	12 – 24	5% of MRC
	Above 24 hour	10% of MRC

(ii) On-Demand Compute with High Availability Feature

(a) For Severity Level 1:

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 99.9%	Less than 1 Hour	No Credit
< 99.9%	1 – 4 Hours	5% of MRC
< 99.5%	4 – 8 Hours	10% of MRC

< 99.0%	8 – 15 Hours	15% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

(b) For Severity Level 2:

Performance Guarantee	Performance Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 98.0%	< 12	No Credit
< 96.0%	12 – 24	5% of MRC
	Above 24 hour	10% of MRC

3. Provisioning / Service Modification Time Frame. Below table defines the provisioning / service modification time frame required by XcellHost to execute the modification request. The below time frame is given for reference purpose only and XcellHost reserves the right to modify parameters. The given time window is applicable after the receipt of valid request from authorized customer resource and with complete requisite information for executing such request.

Activity	Provisioning / Modification Time Frame
Add-on Virtual Instance / Virtual Private Server	1 Business Day
Upgrade of RAM / vCPU on VPI / VPS setup	1 Business Day
Provisioning of new OS instance (from image) on VPI / VPS setup	2- 4 Hours
Upgrade of RAM on MDS setup (based on Feasibility)	15 Business Day

Add-on Storage Space with VPI / VPS / MDS setup	1 Business Day
Modification in Subscribed Plan (Upscale / Downscale)	2 Business Day
Upgrade of other components (Backup / Data Transfer / Internet Bandwidth / etc.)	1 Business Day

4. Ownership of Software Licenses. The Software Licenses are licensed to XcellHost by respective OEM partners for rendering the DC-VAS (On-Demand Compute) services. All title and intellectual property rights in and to the SOFTWARE Licenses (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the SOFTWARE LICENSES) are owned by OEM PARTNERS or its suppliers. The SOFTWARE LICENSES are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE LICENSES does not transfer any ownership of the SOFTWARE LICENSES or any intellectual property rights to you. You agree not to remove, modify or obscure any copyright, trademark, or other proprietary rights notices that appear on the SOFTWARE LICENSES or that appear during the use of the SOFTWARE LICENSES.
  
5. Installation Location. The majority of all Software Licenses shall always be installed and used solely at XcellHost Data Centres. The Software Licenses may only be installed on Customer (End User) premises so long as: (1) access by Customer does not expand the use of the Software Licenses beyond what XcellHost has permitted; and (2) XcellHost has physical access to the Software Licenses and authority to control the Software Licenses, and (3) XcellHost can monitor

## SCHEDULE - B

### ON-DEMAND STORAGE

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1. Definitions. In addition to the other terms defined in the General Terms and Conditions for Delivery of Services and the Service Schedule, the following capitalized terms shall have the following meanings:
  - 1.1 Service Overview : XcellHost On-Demand Storage Service offers unified (SAN/NAS), integrated, information-focused, storage infrastructure on flexible need based cost, with enterprise security and high availability guarantee.
  - 1.2 “Host Setup (Host)” refers to customers server hardware with compatible HBAs (Host Based Adapters), which requires to connect to XcellHost OnDemand Storage setup. The Host Setup may operate diverse environment, including Windows, VMware ESX, Citrix Xen Server, UNIX flavors (HP-UX, IBM AIX, Sun Solaris), Linux (Red Hat Linux) and other industry standard operating systems. Application or Database running on above Operating Systems can also avail the On-Demand-Storage services.
  - 1.3 “Unified Storage Fabric (Fabric)” means unified, redundant connectivity fabric which enables customers host setup to connect with On-Demand Storage platform. The Unified Storage Fabric offers combination of fully redundant 4/8 Gbps FC (Fiber Channel) fabric, a multi-Gbps iSCSI Ethernet fabric, and FCOE fabric, as per customer choice and plan subscription. Customer is responsible for providing the compatible HBA for connecting the Host Setup with requisite Storage Fabric interface.
  - 1.4 “Network Attached Storage (NAS)” – The Network Attached Storage solution offers file level access through NFS / CIFS shares mounting to the Host through Storage Fabric connectivity. End-to-end redundant path shall be offered to match the assured high-availability.
  - 1.5 “On-Demand Storage Pool” – The storage capacity will be provisioned to the Host from the dynamic storage pool as per the subscribed plan. Storage capacity can be added as well as removed, as per business need. Adequate storage security measures are undertaken by applying customized security policies, zoning, user authentication & auditing mechanisms. Reporting of allocated volume size and file / directory utilization is offered through on-line customer portal.
  - 1.6 “Storage Tiers” – refers to the four packages (Performance, Enhanced, Standard, Economy) available under On-Demand Storage Service, with customized specifications to meet different data storage needs as per SOF.
  - 1.7 Hardware (iSCSI HBA) and Software iSCSI Initiator support – means support for standard hardware iSCSI Initiators as listed in the XcellHost’s HBA compatibility matrix and also support for software iSCSI Initiator supplied by the operating system vendors.
  - 1.8 Cross Tier Storage Migration – Allows customer to migrate the storage between Tiers based on the performance needs.
  - 1.9 Storage Monitoring & Management – The entire storage platform is monitored and managed by a dedicated team of storage administrators 24/7 – 365 days assuring response and resolutions as per the SLA.
  - 1.10 Storage Reporting – Periodic performance and utilization reports shall be sent to the Customers and the instant notifications shall be escalated in case of a threshold exceed.

1.11 Firewall Protection: XcellHost will provide adequate perimeter firewall protection to ensure that the Service operates in a secure environment. XcellHost will implement and manage firewall policy / security rules to protect the Service from inappropriate use by Users and third parties, as per the filtering rules set by Customer.

1.12 Self-Service Administration Portal: XcellHost will provide secure web-based online self-service administration portal that enables authorized Customer administrators to perform certain administration tasks with respect to the Service.

2. Service Availability Guarantee. The Availability Guarantee for On-Demand Storage (ODS) is as follows:

(a) For Severity Level 1:

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODS Service Outage Credit
> 99.95%	Less than 0.30 Minutes	No Credit
< 99.95%	30 Minutes – 1 Hour	5% of MRC
< 99.9%	1 – 4 Hours	10% of MRC
< 99.5%	4 – 8 Hours	15% of MRC
< 99.0%	8 – 15 Hours	15% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

(b) For Severity Level 2:

Performance Guarantee	Performance Outage Duration (in Hours) in a month	ODS Service Outage Credit
> 98.0%	< 12	No Credit
< 96.0%	12 – 24	5% of MRC
	Above 24 hour	10% of MRC



## SCHEDULE - C

### HOSTING PROFESSIONAL SUPPORT SERVICES

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XcellHost's Hosting Professional Support (HPS) service offerings for Data Centre customers includes Operating Systems Management, Database Management, Managed Security Services, Network Management Services, Mail Management Services, Backup and Disaster Recovery Services and Technical Support Services.

This Hosting Professional Support Services (HPS) is applicable only to Service Order Forms for Data Centre- Managed Services which have been subscribed by Customer and accepted by XcellHost in accordance with, and subject to the Terms and Conditions for Delivery of Services.

- 1 "Service Window": XcellHost will provide 24x7 support for the proposed engagement.
- 2 "XcellHost Portal and Monitoring": XcellHost is XcellHost's service portal offering and will be a single point for information on customer's infrastructure that is being managed. The portal offers access to trouble ticket & change management systems, events, inventory and SLA performance reports.
- 3 "Proactive Monitoring": XcellHost will provide Customer with proactive monitoring services out of its Global Management Operations Center (GMOC). Key tasks executed part of the proactive monitoring services include:
  - a) Monitoring of the in-scope infrastructure.
  - b) Recording of incidents and problems reported by users and the monitoring tools on the trouble ticket system available on XCELLHOST.
  - c) Monitoring the progress of the incidents and problems recorded and ensuring that they are resolved on time.
  - d) Carrying out incident notification and escalations to defined designated contacts.
  - e) Periodic trend analysis and capacity requirement identification and notifications.
- 4 "Technical support Services": XcellHost will ensure availability of technical support services for managing incident, problem and change management processes. Skilled resources relevant to Customer's environment will be made available.
- 5 Scope of Hosting Professional Support Service: The Service consists of the following components as per the subscribed plan, as specified in the Order Form. The detailed management task list is captured in Hosting Professional Support Service Descriptor and is subject to change as defined by XcellHost time to time.
- 6 "Management Tasks": means the tasks and schedule of activities covered under specific service management. The detailed management task list is captured in Hosting Professional Support Service Descriptor and is subject to change as defined by XcellHost time to time.
- 7 "Server and OS Management": XcellHost will provide technical support for Customer's server hardware and operating system. XcellHost will also monitor the server and critical availability and performance attributes.
- 8 "Database Replication, Monitoring and Management": XcellHost will provide technical support for database management, availability and performance attributes, as per the plan subscribed and defined in Hosting Professional Support Service Descriptor.

- 9 “Backup and Restore Services”: XcellHost will provide support for monitoring and managing server backup processes. XcellHost will be responsible for the following as part of the backup management process:
- a) Monitor successful completion of backup processes based on a defined policy provided by Customer
  - b) Fix backup errors and re-run or re-schedule at later times
  - c) Configure backup policy changes as required by Customer
  - d) Onsite backup media management
  - e) Provide offsite tape movement services
  - f) Carry out periodic restorations based on the restoration policy defined by Customer
- 10 “Mail Management Services”: XcellHost will provide mail management services whereby XcellHost will be responsible for managing availability and performance of the e-mail infrastructure. XcellHost will also provide end-to-end support, right from resolving problems to managing the e-mail infrastructure. The indicative list of management tasks is provided in Professional Support Service Descriptor.
- 11 “Network and Security Management Services” XcellHost will provide support for network and security management and ensure maximum availability and performance and ensuring proper coordination for resolving WAN related problems. The scope may include: a) Maintaining an up to date network diagram
- b) Maintaining LAN device configuration and backup
  - c) Applying security patches to the operating system, database and network devices
- 12 “Antivirus Management” XcellHost will perform the activities related to the scope of service for Anti Virus Management services. XcellHost will also act as the single point of contact for vendor co-ordination to resolve failures, provide support for upgrades and new installations.
- 13 “Incident and Problem Management Process”: XcellHost will follow the problem management process and provide level II support for resolving problems identified in the in-scope infrastructure. As part of the problem management process XcellHost will:
- Investigate and diagnose the problems reported. a) Perform root cause analysis.
  - b) Provide temporary fixes to problems and also work on permanent solutions.
  - c) Raise changes requests for providing permanent solutions to problems identified on the in-scope security infrastructure.
- 14 “Change Management Process”: XcellHost will raise change requests for carrying out configuration changes and maintenance of the in-scope infrastructure. XcellHost will obtain the approval from a predefined distribution list at Customer, before carrying out any changes. XcellHost will use the change management system available on XcellHost.
- 15 “Reporting”: Weekly and monthly reports on the events that have occurred, fixed and information on the response, resolution including SLA performance reports will be made available online on XcellHost. XcellHost will during the transition phase agree on the reporting requirements and methods with Customer.
- 16 “Service Availability Guarantee”: The Maximum Service Level Attributes shall be as follows:

SLA Adherence (%)	SLA Attribute	SLA Indicators	Description
> 99.5%	Incident response time (Mean Time To Respond)	Severity 1 - 15 min Severity 2 - 30 min Severity 3 - 120 min	Response Time
	Incident / Problem resolution (Mean Time To Resolve)	Severity 1 – 2 hours Severity 2 – 8 hours Severity 3 – 16 hours	Resolution Time

Availability Guarantee	Service Outage Duration (in Hours) in a month	HPS Service Outage Credit
> 99.5%	Less than 4 Hours	No Credit
< 99.5%	4 – 8 Hours	5% of MRC
< 99.0%	8 – 15 Hours	10% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

## SCHEDULE - D

### Data Centre Network Services

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XcellHost's Data Centre Network (DCN) service offerings for hosting customers includes Internet Connectivity, Routing or WAN Edge layer, and Application Network Acceleration Services layer.

This Data Centre Network service is applicable only to Service Order Forms for Data Centre- Managed Services which have been subscribed by Customer and accepted by XcellHost in accordance with, and subject to the Terms and Conditions for delivery of services.

- 1 "Data Centre Network (DCN) Services": DCN services collectively includes Virtualized Network elements for the WAN edge, and the Application Network Acceleration layer. The service is offered on XcellHost's carrier grade routing, UTM and Acceleration platform with both managed as well virtualized option.
- 2 "Managed Router Services (mRouter)": provides means for terminating customer's own intranets and extranets through VPN, Internet or direct leased lines at XcellHost Data Centre. The service supports termination of Ethernet media and different layer 2 modes – PPP, HDLC, FR and Ethernet [with 802.1q] circuits. The service is managed by XcellHost Technical team.
- 3 "Virtualized Router Services (vRouter)": provides virtual dedicated instance of routing setup for terminating customer's own intranets and extranets through VPN, Internet or direct leased lines at XcellHost Data Centre. The service supports termination of Ethernet media and different layer 2 modes – PPP, HDLC, FR and Ethernet [with 802.1q] circuits. XcellHost Technical team manages the setup, and customer has logical access to the system resources.
- 4 "Managed Local Load Balance (mLLB) Services": provides means for automatically distributing incoming application traffic across multiple compute instances. Load Balancing detects the health of pre-configured Compute instances and spreads the load across the Compute instances based on various parameters (health, IP, etc.), as defined by customer.
- 5 "Virtualized Local Load Balance (vLLB) Services": provides virtual dedicated instance of Local load balance service for automatically distributing incoming application traffic across multiple compute instances. Load Balancing detects the health of pre-configured Compute instances and spreads the load across the Compute instances based on various parameters (health, IP, etc.), as defined by customer. The service offers logical access to the configured infrastructure to customer.
- 6 "Virtualized SSL Acceleration (vSSLACCL) Services": provides virtual dedicated instance of SSL Off-load for offloading the encryption and decryption of SSL traffic from compute resources.
- 7 "Data Centre Internet (IP) Services": means Data Centre Network backbone to offer Internet connectivity to customer setup for providing Public IP connectivity. The Data Centre network backbone is built around high capacity, redundant and robust multiple carrier links to offer seamless access to hosted setup. The Data Centre network backbone also interconnects with all the XcellHost Data Centre's and peering relationships with other service providers in India. The Internet connectivity to Data Centre customers is provided via Ethernet drop connecting to Data Centre Internet Connectivity through access switches.

Customer must commit to a minimum bandwidth or Committed Information Rate (CIR) in Mbps or minimum data transfer per month. XcellHost may elect to apply rate-limiting technology, if required, to restrict bandwidth of burstable or volume based subscription, in order to prevent negative impact to other customer's network availability.

8 Fixed bandwidth Internet Service: provides capped bandwidth in per Mega bits per second (Mbps) to connect customers hosted setup to the public Internet. Customer must commit to a minimum bandwidth or Committed Information Rate (CIR) in Mbps. Bursting bandwidth is supported upto 4 times over the CIR provided the Ethernet media is supporting. Burstable bandwidth will be charged based on 95th percentile charging method, as further described.

8.1 95<sup>th</sup> Percentile: XcellHost will collect the sample of bandwidth used in defined time intervals (in five (5) minute intervals) for both inbound and outbound traffic. The top 5% of the sample size of the total sample size over calendar month is removed. The next highest sample after the removal of top 5% is the 95<sup>th</sup> percentile sample for the month. The highest 95<sup>th</sup> percentile sample between inbound and outbound samples is considered the sustained usage level for billing purpose.

9 Volume based Internet Service – provides Internet connectivity to customers servers on data transfer model where data volume is measured as traffic per Giga Byte (GB) per month from the server segment to Internet (Outbound) and Internet to server segment (Inbound). Customer must commit to a minimum amount of data transfer per month in GB. Volume based bandwidth will be charged based on the cumulative amount of Inbound and Outbound data transferred in a month.

10 Data Centre Internet “Outage”– The Data Centre network outage is defined as any occurrence within the XcellHost Data Centre Backbone or XcellHost Datacenter Infrastructure that results in 100% packet loss to the Customer for more than 5 minutes out of any 24 hour period. The demarcation for Internet network is the port on the XcellHost Datacenter Access Switch on the customer side and XcellHost peering edge on the Internet side. The SLA includes all of the Datacenter Infrastructure including Managed Virtualized Router and Acceleration service, as well as the XcellHost IP Backbone including provider routers, switches, local loops and cabling. Network downtime exists when a particular customer is unable to transmit and receive data and XcellHost records such failure in the XcellHost trouble ticket system. Any malfunctioning of customer equipment or abnormal traffic generated from customer network that causes the outage shall not be covered in the SLA.

11 “Technical support Services”: XcellHost will ensure availability of technical support services for managing incident, problem and change management processes. Skilled resources relevant to Customer’s environment will be made available.

12 “Reporting”: Weekly and monthly reports on the events that have occurred, fixed and information on the response, resolution including SLA performance reports will be made available online on XcellHost. During the transition phase, XcellHost will agree on the reporting requirements and methods with Customer.

13 Service Availability Guarantee. The Availability Guarantee for Data Centre Network Services is as follows:

(a) For Data Centre Internet Service:

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODS Service Outage Credit
> 99.95%	Less than 0.30 Minutes	No Credit
< 99.95%	30 Minutes – 1 Hour	5% of MRC
< 99.9%	1 – 4 Hours	10% of MRC
< 99.5%	4 – 8 Hours	15% of MRC
< 99.0%	8 – 15 Hours	15% of MRC
< 98.0%	15 – 22 Hours	15% of MRC

< 97.0%	22 – 24 Hours	20% of MRC
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(a) For Data Centre Network Services (Router / Acceleration Layer):

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 99.9%	Less than 1 Hour	No Credit
< 99.9%	1 – 4 Hours	5% of MRC
< 99.5%	4 – 8 Hours	10% of MRC
< 99.0%	8 – 15 Hours	15% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

## SCHEDULE - E

### Data Centre Security Services

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XcellHost's Data Centre Security (DCS) service includes perimeter security (firewall / UTM), DDoS, Web Integrity Checking and FortKnox service (including OS hardening, VA/PT, etc.).

This Data Centre Security service is applicable only to Service Order Forms for Data Centre- Managed Services which have been subscribed by Customer and accepted by XcellHost in accordance with, and subject to the Terms and Conditions for delivery of services.

- 1 "Data Centre Security (DCS) Services": DCS service provides end-to-end security of customer's hosted setup in XcellHost Data Centre from perimeter (Managed / Virtualized Firewall/UTM) up to Host level. The service offering includes wide range of security offering to detect and mitigate vulnerability across the environment, as defined below.
- 2 "Managed Firewall Services (mFirewall)": provides a zone based stateful firewall/UTM service to the hosted setup of customer in XcellHost Data Centre. The service is based on carrier grade Unified Threat Management (UTM) infrastructure in high availability mode and includes inspection of inbound and outbound data traffic flow of servers with rule sets (policy) that restricts or allows the access, and correspondingly logging the traffic flow information and decision made as per the rule set or policy.
- 3 "Virtualized Firewall Services (vFirewall)": provides virtual dedicated instance of stateful firewall service to the hosted setup of customer in XcellHost Data Centre. The service is delivered on carrier grade Unified Threat Management (UTM) infrastructure in high availability mode and includes inspection of inbound and outbound data traffic flow of servers with rule sets (policy) that restricts or allows the access, and correspondingly logging the traffic flow information and decision made as per the rule set or policy.
- 4 "Distributed Denial of Service (DDoS)" means attacks that target customers web sites, hosted applications, systems and network infrastructure with the intent to absorb all available bandwidth, thereby disrupting legitimate network services to customers, partners and employees.
- 5 "Distributed Denial of Service "DDoS" Detection and Mitigation Service "DDoS-D&M": provides network-based DDoS anomaly identification, notification and mitigation protection. XcellHost Detection Service layer examines Customer's traffic flow data across the XcellHost network for each address identified by Customer. If a DDoS attack is detected, the traffic is routed to a set of DDoS mitigation devices where the DDoS attack packets are identified and dropped while the valid traffic is passed to Customer. XcellHost Security Operations Center (SOC) in Chennai, India, monitors customer Internet traffic on a 24x7 basis. The Detection service analyses IP backbone traffic patterns and creates a "baseline" or threshold of expected traffic patterns and values. The Detection service can then differentiate anomalous traffic in relation to the established values and provide reports and alerts accordingly.
- 6 Security Incident Notification: means identification and notification of security incidents that XcellHost SOC team will identify based on the customer's business requirements, network configuration, and security agent configuration. All events are classified as Severity 1, 2 and 3 level Security Incidents based on security agent event data received by the S-SOC.
- 7 Security Incident Response: means timely response to Security Incidents for all identified Security Incidents of within defined time frame. XcellHost SOC team will contact the customer's Security Contact(s) by telephone for Severity 1 Incidents and via email for Priority 2 and 3 Incidents. During a Severity 1 Incident escalation, XcellHost will continue attempting to contact the Security Contact(s) until a contact is reached or all escalation contacts have been exhausted.

- 8 “Fortknox Service”: provides suite of security service package bundled to deliver a comprehensive security review and assessment of customer environment hosted in XcellHost Data Centre. Security exposures and risks are identified within a customer's network and system using industry standard tools. The Fort Knox service package comprises of the following services:
- a. Operating System Hardening
  - b. Vulnerability Assessment
  - c. Port Scanning
  - d. Patch Management
  - e. IDS / IPS Monitoring
  - f. Syslog Monitoring
  - g. Configuration checks
  - h. Conduit review
  - i. Penetration Testing
- 9 “Operating System ‘OS’ Hardening”: provides the comprehensive security check of the operating system environment against the best practices mentioned in the advisories released by CERT (Computer Emergency Response Team) and other well-known vendors. XcellHost SOC team engages with customer to ensure that the system is hardened and is not vulnerable to any loopholes. The process of hardening will be carried out with the customer approval on the Initial Recommendations report, which details all vulnerable ports or services running in the server. Reports on patch status and vulnerability assessment will also be sent to the customer as they form an integral part of the hardening technique. OS Hardening is a onetime activity done on the server before it moves into production and is undertaken with each reinstallation or new server movement.
- 10 Vulnerability Assessment “VA”: provides comprehensive vulnerability discovery, prioritization, remediation, dynamic protection, verification, and customizable reporting via internal/external scanning combined with Web-driven case management workflows. XcellHost SOC team will undertake Vulnerability Assessment of customer environment on monthly basis. After the analysis of the vulnerabilities, recommendations are communicated to the customer on a monthly\* basis as part of the Executive Summary Report “ESR” schedule through email.
- 11 Port Scanning: provides discovery, remediation of threats associated with the applications or services running using the ports on the server. Server port scanning process is carried out once in 7 days after previous port scan activity. The customer would be communicated immediately if there are any vulnerable ports are open. The port scan report will be part of the executive summary report; which is sent to the customer on a monthly\* basis through e-mail.
- 12 Patch Management: provides systems management that involves acquiring, testing, and installing multiple patches to an administered computer system. Patch management tasks include: maintaining current knowledge of available patches, deciding what patches are appropriate for particular systems, ensuring that patches are installed properly, testing systems after installation and maintaining a patch test report.
- 13 Intrusion Detection / Prevention Service “IDPS”: provides organizations with 24x7 monitoring of logs generated by IDPS to detect any malicious or illegal network traffic or attacks. XcellHost SOC teams monitoring and support of the network intrusion detection and protection devices early-warning global threat visibility, event monitoring, correlation and attack recognition to provide thorough and accurate incident detection and escalation. The traffic pattern is analyzed 24 x 7 to differentiate between the false positives and the real alerts. XcellHost SOC team intimates customers about any unusual traffic pattern and as a security measure it is blocked at the firewall level.
- 14 Syslog Monitoring: Syslog monitoring is the real time monitoring of events generated. The events or logs include system, security and application logs. XcellHost SOC team will perform analysis of logs during monitoring and will communicate to the customer, if any critical events are found. Critical syslog event and recommendation are sent in e-mail during the months ESR.



- 15 Configuration Checks: provides an ongoing server assessment in terms of change management and tracking deficiencies or weaknesses within the target server. Configuration check is carried out every fortnight to track any change in the servers. Configuration check report generated contains configuration of server audit which was done during the server hardening process, OS details, System Configurations, IP configurations, Active port connections, Open services, user accounts, and list of processes, admin shares, applications and patch status. If any changes are detected while comparison of the configuration checks report then it is communicated to the customer.
- 16 Conduit Review: provides verification of the firewall policies applied in the firewall for a customer. The conduit review is done on a monthly basis to identify the changes which might have taken place after the last review. The customer is notified for any critical findings during the review.
- 17 Penetration Testing "PT": provides localized, time-constrained and authorized attempt to breach the architecture of a network and system using attacker techniques. Our Penetration Testing relates the most accurate and comprehensive view of an organization's information security stance, as it evaluates the entire system, exploiting vulnerabilities to determine how an unauthorized user can gain control of information assets. Penetration test is carried out in the customer servers once in a quarter with prior customer consent.
- 18 Web Integrity: provides security to the web servers exposed to public network by checking various parameters of web servers on periodic basis. The Web Integrity protection service is based on leading tools to do comprehensive security review of web server stance and XcellHost SOC teams expertise to analyze and exploit any vulnerability in the code of web application. The service offers comprehensive checking of various parameters including Version Check, CGI Tester, Parameter manipulation, Multirequest parameter manipulation, File checks, File uploads, Directory checks, Text search, Weak passwords, GHDB Google Hacking Database, and Port scanner and network alerts.,
- 19 Executive Summary Report "ESR": The Fortknox Executive summary report is a report on the services offered to a customer on a monthly basis. The report is a comprehensive report of all the Fortknox services (activities) performed on the customer server in a month.
- 20 Security Incident Notification: means identification and notification of security incidents that XcellHost SOC team will identify based on the customer's business requirements, network configuration, and security agent configuration. All events are classified as Severity 1, 2 and 3 level Security Incidents based on security agent event data received by the S-SOC.
- 21 Security Incident Response: means timely response to Security Incidents for all identified Security Incidents of within defined time frame. XcellHost SOC team will contact the customer's Security Contact(s) by telephone for Severity 1 Incidents and via email for Priority 2 and 3 Incidents. During a Severity 1 Incident escalation, XcellHost will continue attempting to contact the Security Contact(s) until a contact is reached or all escalation contacts have been exhausted.
- 22 Policy Change Request Acknowledgement: means the acknowledgement of receipt of customer's policy change request.
- 23 Policy Change Request Implementation: means the timely implementation of customer's change request, subject to availability of information required to effect the changes.
- 24 "Reporting": Daily, weekly and monthly reports on the events that have occurred, fixed and information on the response, resolution including SLA performance reports will be made available online on XcellHost. Executive Summary Report will be sent via email to the customers designated contacts.

- 25 XcellHost Infrastructure Security measures: XcellHost carries out regular network / Infrastructure vulnerability assessments, covering all aspects of the network and platform elements. Internal mechanism is in place to test the adequacy of security controls in the transmission environment.
- 26 Physical Infrastructure Security: All our network and Data Centre facilities are monitored through security cameras and CCTV consoles and are guarded 24x7 by trained security personnel. Proximity controllers are deployed at different access points like facility entrance, network/communication areas and employee work areas. Biometric access controllers are deployed at high security zones. Access restrictions to Network and IT services are deployed. Only authorized personnel with business needs are granted access, through proper login procedures.
- 27 Logical Infrastructure Security: XcellHost has controls deployed on all of its Data Centre- Managed Services platform and networks. Privileges for configuring VAS components are limited to authorized personnel within network operations centres. All events are logged and reviewed periodically.
- 28 Service Availability Guarantee: The Availability Guarantee for Data Centre Security Services is as follows:

(a) For Data Centre Security Service: Response Time and Resolution Time

(b)

Service Parameter	SLA Attribute	SLA Indicators	Guarantee
XCELLHOST Portal Availability Guarantee	XCELLHOST Web portal availability	24x7	24x7 on the web
Data Centre Security Services	Security Incident Response Time	Severity 1	15 minutes
		Severity 2	30 minutes
		Severity 3	120 Minutes
	Proactive System Monitoring	24x7	Real time – 24x7
	Policy Change Request Acknowledgement	24x7	Within 2 hours of request receipt
	Policy Change Request Implementation	Severity 1 Severity 2 / 3	Within 8 hours of receipt Within 24 hours of receipt
Fortknnox Elements	ESR (Executive Service Report)	Monthly	Every Month
	Operating System Hardening	One time	First time and as and when new system is added
	Vulnerability Assessment	Monthly	Every Month as defined
	Port Scanning	Weekly	Once in every 7 days or as specified in schedule
	Patch Management	Monthly	Once in a month and as and when patches are applied
	IDS / IPS Monitoring	24x7	Real time – 24x7
	Configuration checks	Fortnight	Every 15 days
	Conduit review	Monthly	
	Penetration Testing	Quarterly	Once in every 3 months as per customer consent at additional cost.

Dedicated Security Appliances / Components	Response / Resolution Time	24x7	As specified in matrix above
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Note:

- I. The Security Contact(s) of customers on Severity Level 1 will be notified within fifteen (15) minutes.
- II. XcellHost will contact the customer's Security Contact(s) by a method elected by XcellHost (telephone, email, or electronic response via the XCELLHOST Portal).

(c) For Distributed Denial of Service "DDoS" Detection and Mitigation Service:

There are three different SLAs which apply to the DDoS D&M service. These are:

- Monitoring and Attack Notification
- Service Availability Guarantee for Mitigation Protection

Service Parameter	SLA Attribute	SLA Indicators	Availability Guarantee
Distributed Denial of Service "DDoS" Detection and Mitigation Service	Monitoring	24x7 real time monitoring	> 99.5%
	Attack Notification	15 minutes after a successful DDoS detection	> 99.5%

Note:

- I. The Service Availability Guarantee for Scrubbing Device(s) SLA ensures the Availability of the Scrubbing Device(s) to mitigate DDoS Attacks ensuring customer's network function correctly. .

Service Availability Guarantee for Mitigation Protection

If in any month Service Availability is not fully available for a particular Qualifying Site, the customer will be eligible to a Service Credit equal to the percentage of the Monthly Recurring Charge ("MRC") for the Service at the affected Qualifying Site

The Time to Mitigate SLA is intended to guarantee that identified DDoS attack(s) is mitigated timely. This ensures that the customer's network suffer minimal disruption and is able to recover from an attack promptly.

Service Parameter	SLA Attribute	SLA Indicators	Availability Guarantee
Mitigation Protection	Availability of Scrubbing Device	24x7	> 99.5%
	Threat Mitigation (High/Critical Alerts)	Mitigation will begin within 30 minutes of Customer concurrence on a detected DDoS threat	> 99.5%

(d) For Data Centre Security Service: Availability and Service Credit

Below Availability Guarantee and Service Outage credit applies to all the services covered under Data Centre Security Services. The availability guarantee will apply as specified for specific components.

Availability Guarantee	Service Outage Duration (in Hours) in a month	ODC Service Outage Credit
> 99.5%	Less than 4 Hours	No Credit
< 99.5%	4 – 8 Hours	5% of MRC
< 99.0%	8 – 15 Hours	10% of MRC
< 98.0%	15 – 22 Hours	15% of MRC
< 97.0%	22 – 24 Hours	20% of MRC

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized officer in duplicate as of the date first above written.

XcellHost Cloud Services Private Limited

\_\_\_\_\_

Signature: <<\_\_\_\_\_>>

Signature: <<\_\_\_\_\_>>

Name: << Mr. Samir Jhaveri >>

Name: <<\_\_\_\_\_>>

Title: << Managing Director >>

Title: <<\_\_\_\_\_>>