mycloud Hospitality Service Level Agreement

mycloud Hospitality Software Private Limited, hereafter referred to as **MHSPL,** is an IT enabled companyproviding services & solution for the Hospitality & Travel Industry. **mycloud** is the name of Software Platform offering Hotel management solution owned by **MHSPL**".

During the Term of the applicable MHSPL Subscription Agreement (the "Agreement"), the MHSPL. Covered Services web interface will be operational and available to Customer at least 99.5% of the time in any calendar month. If MHSPL does not meet the SLA, and if Customer meets its obligations under this MHSPL Agreement, Customer will be eligible to receive the Subscription Credits describedbelow. This MHSPL SLA states Customer's sole and exclusive remedy for any failure by MHSPL. to meet the MHSPL SLA.

Definitions. The following definitions shall apply to the MHSPL SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

" MHSPL. Covered Services" means the mycloud PMS, mycloud POS, and mycloud IRS componentsof the mycloudhospitality.com. This does not include the Channel manager ,GDS & Interface components, functionality.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where MHSPL notifies Customer of periods of Downtimeat least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this MHSPL SLA, and will not be counted towards any Downtime Periods.

"Service" means the mycloud service, provided by MHSPL to Customer under the Agreement.

" Subscription Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Subscription term, at no charge to Customer
< 99.5% - ≥ 99.0%	1
< 99.0% - ≥ 95.0%	3
< 95.0%	7

Customer Must Request Service Credit. In order to receive any of the Subscription Credits described above, Customer must notify MHSPL within thirty days from the time Customer becomes eligible to receive a Subscription Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Subscription Credit.

Maximum Subscription Credit. The aggregate maximum number of Subscription Credits to be issued by MHSPL to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed seven days of Subscription added to the end of Customer's term for the Subscription. Subscription Credits may not be exchanged for, or converted to, monetary amounts.

MHSPL SLA Exclusions. The MHSPL SLA does not apply to any services that expressly exclude this MHSPL. SLA (as stated in the documentation for such services) or any performance issues: (i) causedby factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of MHSPL.).

The below SLA is applicable to all tickets, faults and calls that are initiated for support

Category	Maximum Response Time "A"	Resolution Target "B"
Priority 1 incident (where the Services are not available)	5 Minutes (use of Hotline allowed)	15 Minutes
Priority 2 incident (where the Services are significantly disrupted)	10 Minutes (use of Hotline allowed)	30 Minutes
Priority 3 incident (where components of the Services or 3rd party interfaces are disrupted or unavailable)	15 Minutes (use of Hotline allowed)	60 Minutes
Priority 4 incident (where user receives error message and system does now allow user to proceed with a function)	30 Minutes (use of Hotline allowed, plus user must email to support@mycloudhospitalsity.com)	60 Minutes
Priority 5 incident (where user receives an error but system allows them to proceed with operation or user has a query or needs help with a feature)	4 Hrs (use of Hotline not allowed, user must email to support or request help over online chat)	24 Hrs (based on office working hours)

"A" – Time within which the mycloud will acknowledge the issue raised by the hotel and provide appropriate ticket number and contact details of the assigned engineer.

"B" – Time (after "A") within which the issue will be resolved.

All trainings are online, in case of offline training, client will bear air travel, food and out-of-pocket expenses. Onsite training cost will be additional INR 14,000 per man-day and only available based on 60 days prior notice .

Product subscription will start from the day hotel account is created on the server.

The above quoted price will be revised every 12 months by 6%.

Annual payment to be made in advance for each property subscription.

Taxes as applicable.