



Service Level Agreement

Introduction:

This service level agreement ("SLA") describes the levels of service that the client will receive from eTrans Solutions Private Limited ("Vendor").

This SLA should be read alongside the terms of use (<https://www.etranssolutions.com/terms/>) between the client and Vendor. Although the SLA covers key areas of the client's provided services and support, other contracts may include areas not covered by this SLA.

Purpose:

The client's received service depends on IT equipment, software and services (together termed as: 'the System') that are provided, maintained and supported by Vendor. Some of these items are of critical importance to the business.

This service level agreement sets out what levels of availability and support the client is guaranteed to receive from the System. This SLA forms an important part of the contract between the client and Vendor. It aims to enable the two parties to work together effectively.

Scope:

Services covered

This SLA covers only those services provided by Vendor to the client for purposes of GPS tracking and derived services from GPS data. Vendor provides various subscription services and professional support. This SLA contemplates only those above-named services and makes no guarantees or representations as to the provision or availability of any other service that may be provided by Vendor as an ancillary benefit to its clients.

Exclusions

This SLA is written in good faith. Vendor will always do everything possible to rectify every issue in a timely manner.

However, there are exclusions. This SLA does not apply to:

- Any equipment, software, services, third party or otherwise, or any other parts of the System not listed above.
- Software, equipment or services not purchased via and managed by Vendor.

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorized changes to the configuration or set up of affected equipment, software or services.
- The client has prevented Vendor from performing required maintenance and update tasks.
- The issue has been caused by unsupported mobile devices, equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond Vendor's control. For instance: floods, war, acts of god, civil unrest and so on.

This SLA also does not apply if the client is in breach of its contract with Vendor for any reason (e.g. late payment of fees, improper use, violation of terms, etc.).

Responsibilities

Vendor responsibilities

Vendor will provide and maintain the System used by the client.

Vendor will make available the System through web interface, mobile applications, API and proprietary client applications.

Additionally, Vendor will:

- Ensure relevant software, services and equipment are available to the client where necessary.
- Respond to support requests within a reasonable timeframe.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

Client responsibilities

The client will use Vendor-provided system as intended.

Additionally, the client will:

- Notify the client of issues or problems in a timely manner.
- Provide Vendor with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with Vendor at all times.

Guaranteed uptime

Uptime levels

In order to enable the client to do business effectively, Vendor guarantees that certain items will be available for a certain percentage of time.

The system is guaranteed to have a 95% uptime.

Measurement and penalties

Uptime is measured over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

Important notes:

- Uptime measurements exclude periods of routine maintenance. These must be agreed between Vendor and client in advance.

Installation Timeline

When the client raises a fresh order for Supply and Installation of Device with the Vendor, Vendor promises to respond in a timely fashion and guarantees to deliver and install the device maximum within 30 days from the date of receipt of an order subject to availability of vehicles and under normal working conditions.

Guaranteed response times

When the client raises a support issue with Vendor, Vendor promises to respond in a timely fashion.

Response times

The response time measures how long it takes Vendor to respond to a support request raised via Vendor's support system. Vendor is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call or any other communication mode available with the Vendor, to either provide a solution or request further information.

Response times are measured from the moment the client submits a support request via Vendor's online support channel. Response times apply during standard working hours (9am — 6.30pm) only, unless the contract between the client and supplier specifically includes provisions for out of hours support.

Subject to the above limitations, Vendor promises to respond to support requests minimum within twenty-four (24) hours.

Resolution times

Vendor will always endeavour to resolve problems as swiftly as possible. It recognises that the client's use of the System is key to its business and that any downtime can cost money. However, Vendor is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running. In all cases, Vendor will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Right of termination

Vendor recognises that it provides services that are critical to the client's business.

If Vendor consistently fails to meet the service levels described in this document, the client may terminate its entire contract with Vendor, with no penalty.

This right is available to the client if Vendor fails to meet the above uptime or response time levels more than five times in any contract period.