Service Level Agreement

Definitions

RanceLab®	Rance Computer Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at 131, C.R. Avenue, Kolkata 700073, India. Unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns.
Customer	Unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns.
Product	RanceLab® FusionERP 8, Purchased Edition
ATS (Annual Technology Support)	Annual Technology Support includes new features and bug fixes done on the product through incremental release to offer hassle free operation. It also includes free support through Phone, Email, Remote Support, Web Documents, Web FAQ and Web Chat. ATS shall not include any other software or technologies developed by RanceLab®.
Business Continuity Support (BCS)	Covers realignment of various aspects of product usage with change in business process, hand holding during manpower transition at Customer's end, temporary requirement of Software Aware Manpower to help the customer carry once -in-a-while activities like physical stock taking, certain report generation, data checking, stock mismatch checking, data tally, data audit etc.
Incremental Release Period	Every 60 days.
EULA	End User License Agreement as agreed at the time of installation of Software. Copy of the same can be seen any time on the web at www.rancelab.com/documents/EULA.pdf
SLA	Service Level Agreement
Contract Period	1 Year from the Date of License Activation. Shall be extended on payment of agreed Fees as described in Annexure 1.
Working Hours	10:00 AM to 6:00 PM IST, Monday to Saturday, excluding Public Holidays.

This Agreement is made and entered into on this _____ by and between **RanceLab®** and the **"Customer"** and shall be applicable for the Contract Period.

And whereas **RanceLab®** has offered to guarantee the "**Availability of Service"** (as per the Service Rate Chart in Annexure 1) to the Customer for the Product Licensed by them under EULA and also to offer **compensation to the customer In the case of failure** as per the **Penalty Matrix** in Annexure 2.

When the Customer and RanceLab® have signed this document, it forms an agreement between the parties under the Terms & Conditions mentioned herein.

Purpose of the Agreement : RanceLab® understands that FusionERP 8 forms an integral part of the Customer's business process and hence crucial for the Business Continuity. This SLA is drawn to ensure the service in 2 domains:

1. **Annual Technology Support (ATS**): As mentioned in the Definition above.
2. **Business Continuity Support (BCS)**: As mentioned in the Definition above.

1. Response Level

1.1 The targeted response time frame is mentioned below

Severity Level	First Response	Action Response	Escalation Response
High	2 Working Hours	4 Working Hours	4 Working Hours
Medium	8 Working Hours	2 Working days	1 Working Day
Low	2 Working Days	4 Working days	1 Working Day
Bug Fix	2 Working Days	Next Incremental Release	NA

- "**High**" means an Incident, which is critical to the Customer's operation and as a consequence of which the software cannot be restarted or Billing is halted and there is no temporary solution available.
- "**Medium**" means an Incident which is serious, but not critical, to the Customer's operation and as a consequence of which important functionality of the Software is not available and there is no direction as how to avoid the error available.
- "**Low**" means an Incident, which is serious but not critical to the Customer's operation, and as a consequence of which important functionality of the Software is not available and there is direction as how to avoid the error available.
- **"Bug Fix"** means a reported bug which is fixed in an incremental release. It does not contain additional new features.
- "**First Response**" is the time the support team shall acknowledge the call and start gathering the information from the customer.
- "**Action Response**" means the time from support team receiving sufficient information from the Customer to recreate the problem, to when support team, with the assistance of the Customer, starts work to take or progress corrective action. In the event of an Incident being reported outside support team's Normal Operating Hours, the "Action Response" time will be calculated from the next commencement of Normal Operating Hours.
- **"Escalation Response"** means the time a senior manager shall respond to the customer's issue with a qualified response.

1.2. The expected resolution time depends on the complexity of the issue that has been logged in with support team. A workaround, temporary patch or a documentation support should be acceptable to the customer. Major Fix to the problem shall be released only with the next release of the Software.

1.3 Escalation Matrix:

Primary Contact	support@rancelab.com
Telephonic Contact	+91-33-4054-6100
Escalation Contact	escalation@rancelab.com

1.4 Should the problem require a technician taking control of the customer's machine either through remote access or through a visit of the technician to the customer's premises, the customer agrees to make payment for all such services as per the rates mentioned in the service Rate Chart in Annexure 1.

1.5 RanceLab® agrees to pay Compensation as per Penalty Matrix in Annexure 2 to the Customer if it fails to response to the service call from the customer as per the chart in 1.1. Penalty Matrix shall be applicable only after due escalation over email. A logistics mobilization grace period of 3 days shall be factored in case of requirement of OnSite Support at locations where RanceLab® does not have any resident technician.

1.6 RanceLab® agrees to offer the customer Guaranteed availability of Man Power for Business Continuity Services within 7 days of receipt of request from the Customer on support@rancelab.com.

2. Customer's responsibility

2.1 Customer should give a one point contact officer for all deployment and support issues and shall communicate with the designated officer of RanceLab® for any problem.

2.2 Customer shall deploy all Operating System Patches, Anti Virus/ Anti Malware / End Point Security solution from a reputed vendor. If RanceLab® support team recommends any correction or makes any observation about such issues; the customer has to take corrective measures at his cost.

2.3 RanceLab® support team may suggest few changes in the setup as may be advised for a better and error free environment. Customer has to cooperate and enforce such changes.

2.4 Customer should ensure the availability of site and cooperation from the users to release the machine for resolution.

2.5 If customer fails to meet his part of responsibility RanceLab® shall bring it to the notice of the customer through email and/or print copy. All such cases till resolved shall remain outside the domain of this SLA. If the customer fails to settle the Service Bill raised for services as per this agreement, the SLA shall remain in the state of suspension and may be resumed only after payment of the dues.

2.6 Customer shall maintain the license key properly. The software can be installed on the same machine with the same key for infinite times. If the customer wants to change the machine he should surrender the key and then use it on another machine. In all such cases the key shall continue to work. In cases where he fails to do so, he has to request for a "Duplicate Key" which shall be issued as per the terms mentioned in Annexure 1.

3. Situations beyond Control

3.1 In case of any natural or man made calamities like Flood, Drought, Fire, Sustained Power Failure, Bandh, Road Blockage, Terrorist attacks and threats etc. this SLA will not come into effect.

3.2 In the event of RanceLab® forced to shut down its operation the customer shall be entitled to "Unlocked" version of the product to help him continue his operations.

4. Confidentiality

4.1 The Customer confirms that it will keep this agreement confidential and will not reveal the same to any other company.

5. Limitation of Liability

5.1 RanceLab® shall not be liable to the Customer for any loss of data, interest, revenues, profits, contracts, loss or damage caused by the use of this service or any other indirect or consequential loss.

5.2 The parties acknowledge that these limitations and exclusions of liability are reasonable in the context of the arrangements taken as a whole. The supplier advises the customer to keep in force throughout the term of this Agreement appropriate, insurance against any loss that may be suffered in the event of failure, defect or error. Any malfunctioning in the customer's requirement results in non-functioning of any facility will absolve the RanceLab® of any responsibility.

Annexure 1 : Service Rate Chart

Annual Technology Support (ATS):
To address situations like: bug fixing, patches, work-around and incremental release

Nature of the Service	Remarks	Rate Applicable
● **UNLIMITED REMOTE SUPPORT** for Software Bugs. ● Software Update for technical issues, bugs, patches, upgrades. ● Delivery of Incremental Release.	Free for 1 Year from the Date of License Activation. Software updates and incremental releases to be delivered through web from. www.rancelab.com	Charges per annum For India ● Lite=Rs.4000 ● Express=Rs.6000 ● Standard=Rs.9000 ● Professional=Rs.15000 ● Enterprise=Rs.30000 For Rest of the World ● Lite=USD 100 ● Express=USD 200 ● Standard=USD 300 ● Professional=USD 400 ● Enterprise=USD 500
Additional Keys for Software	First 2 requests for Duplicate Key may be Free.	For India ● Rs.3500 per key For Rest of the World ● USD 100 per key

| SLA - Lapse Period | Service Level Agreement Overdue. SLA Period has expired but it is not renewed. Lapse charges (for each lapse year) will be added to the renewal invoice | For India
● 50% of Listed Price

For Rest of the World
● 50% of Listed Price |

Business Continuity Services (BCS):
To address situations like : Change of Person holding the operations, need person to help out in physical stock taking, need an expert to create fresh business logic which I have thought etc. **Essentially a Guaranteed peace of Mind for you to smoothly run your business.**

Nature of the Service	Remarks	Rate Applicable
Installation, Re-installation, Implementation, Training, Data Audit, Physical Stock Verify, Data Tally, Bill Design, Barcode Design, Menu Upload	Covers all sort of software-aware-manpower based support	For India • Rs.2500 per Man Day For Rest of the World • USD 200 per Man Day
Request for New Feature	Suggestions are always welcome, however it will be totally RanceLab® prerogative to incorporate or not the suggestion considering the feasibility, cost impact and business justification.	FREE if part of next release. Otherwise, customization is done at negotiated charges if agreed by RanceLab®
Business Consultancy	Business Vertical Experts to offer critical business advice to help you discover best practices for better profitability & manageability	At Negotiated Price

* For Onsite Support - Minimum charge applicable, For India is Rs.2500, For Rest of the World USD 200 per man day.
* For Support at locations where we do not have the right expertise, the manpower shall be routed from the nearest base station where support team is available.
* In that case Customer shall bear the III AC Fare / Air Fare (including VISA & Medical as applicable), Food and Accommodation of the visiting Technician.
* Rate applicable is on Day basis in such case.
* For Support on Holidays and beyond Normal Hours, rates applicable shall be 50% Extra.

Annexure 2 : Penalty Matrix

If RanceLab® fails to make the service available in the time frame decided and confirmation from the Customer to pay the charges as per the Service Rate Chart, the customer is entitled for the compensation as per the following table.

Delay Period post Escalation	Penalty Applicable
First 8 Working Hours	25% Deduction in Service Charges
2 Working Days	50% Deduction in Service Charges
3-4 Working Days	75% Deduction in Service Charges
5-7 Working Days	100% Deduction in Service Charges
Over 7 Working Days	Penalty Rs. 200/- per day of delay

Annexure 3 : License Upgrade

You may choose to upgrade the existing edition of your FusionERP 8 software anytime by paying the price difference. The following table shows the possible upgrade path.

Particulars	Remark
Edition Upgrade	**Lower Edition to Higher Edition** for example ● from Express Edition to Standard or Professional or Enterprise Edition ● from Standard to Professional or Enterprise Edition ● from Professional to Enterprise Edition
User Upgrade	**Lower Edition User to Higher Edition User** for example ● from Express User to Standard or Professional or Enterprise User ● from Standard to Professional or Enterprise User ● from Professional to Enterprise User
Cross Upgrade	**NOT Permitted** for example ● The cross upgrade from "user to edition" is NOT permitted. ● The cross upgrade from "edition to user" is NOT permitted.