

Service Level Agreement

This Service Level Agreement ("this Agreement") is made effective on the ___ day of _____ 202_ by and between Meta16labs Healthcare & Analytics Pvt. Ltd., hereinafter referred to as "**m16labs**", having a principal place of business at 8/2 Ulsoor Road, Bangalore - 560042, and _____ ("you" or "Customer"). You/Customer and Company may be referred to individually as a "**Party**" or collectively as the "**Parties**".

The Parties hereby agree as follows:

Service Level

1. Service Level Standards: The Provider will at all times during the term of this Agreement maintain the following Service Level (collectively, the "Service Levels") for the Hosted Services:

1.1 Availability Service Level: The Provider will provide 99.995% Hosted Service Availability over one month, excluding any Maintenance (as defined below) that result in the Hosted Services not being available to any Customer User, as measured and monitored from Provider's facilities. Service Availability will be calculated monthly using the following formula: [(Actual Availability *divided by* Total Scheduled Availability) *multiplied by* 99.995%]. (Each percentage failure calculation shall be rounded up to the next highest full percentage, e.g., if the difference between the availability requirement and actual availability is a .9% failure, then the percentage difference would be rounded to 1% resulting in a 10% credit.) The following definitions will apply for the calculation of Service Availability:

(a) "Actual Availability" means Total Scheduled Availability minus Downtime, in minutes.

(b) "Downtime" means the time (in minutes) that users of the Hosted Services are not able to (a) access the Hosted Services, (b) perform ordinary functions to use or receive Hosted Services per Specifications, or (c) utilize the Hosted Services for normal business operations due to failure malfunction or delay. Downtime does not include any unavailability of the Hosted Services due to Maintenance.

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(c) "Maintenance" means time (in minutes) that the Hosted Services are not accessible to the Customer due to maintenance, including, but not limited to, for maintenance and upgrading of the software and hardware used by the Provider to provide the Hosted Services. Maintenance includes scheduled maintenance and unscheduled, emergency maintenance. The Provider will provide the Customer with at least forty eight (48) hours prior written notice of any scheduled maintenance. The Provider will provide such notices to the Customer by email to an address provided by the Customer. Maintenance in any given month will not exceed thirty minutes per month, and will only be performed between the hours of 11:00 p.m. and 3:00 a.m. (IST). Any time during which the Hosted Services are unavailable to Customer due to maintenance or other activity by the Provider for which the Provider fails to give notice, which exceeds the permitted time allotment, or which occurs outside of the foregoing permitted hours will be included in the calculation of Downtime.

(d) "Total Scheduled Availability" means 7 days per week, 24 hours per day, excluding Maintenance, in minutes.

1.2 Exceptions: No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- (a) Customer's or any of its Authorized Users' misuse of the Hosted Services;
- (b) Failures of Customer's or its Authorized Users' internet connectivity;
- (c) Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Provider or its Subcontractor;
- (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements outlined in the Specifications; or
- (e) Scheduled Downtime as outlined in Section 1.3.

1.3 Scheduled Downtime: The Provider shall notify the Customer at least 48 hours in advance of all scheduled outages of the Hosted Services in whole or in part

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("Scheduled Downtime"). All such scheduled outages shall: (a) last no longer than four hours, (b) be scheduled for weekends, and (c) occur no more frequently than once per week; provided that the Provider may request for Customer's approval extensions of Scheduled Downtime above four hours and such approval by the Customer may not be unreasonably withheld or delayed.

1.4 Backups: The Provider will backup all Customer data entered into the Hosted Services since the last backup daily to the Provider's backup location. The Provider will create a full backup (complete data copy) at least once per month at such a backup location. The Provider will maintain all backup files for at least one hundred and eighty (180) days. The Provider will ensure that backups do not cause system downtime. The Provider will ensure that daily incremental backups in combination with monthly full backups are complete so that no more than 24 hours' worth of data will be lost in the event of a disaster. In the event of system failure, the Provider will restore data as requested by the Customer within 24 hours of the Customer's written request.

2. System Response Time Requirement: The Provider will at all times during the course of this agreement maintain the response time of 2.5 seconds.

2.1 System Response Time: "System Response Time" means the time beginning with an Authorized User's action to request feedback within the Hosted Service and ending with completed transmission to such Authorized User of the feedback by the Hosted System.

2.2 System Response Time Credit: If the daily average Response Time of the Hosted Services is greater than the Response Time Requirement for any day, such failure shall constitute a Service Error for which the Provider shall issue to the Customer a service credit for such day ("System Response Time Credit"). The System Response Time Credit amount shall be INR 100 per day in which the daily average System Response Time is not less than the System Response Time Requirement.

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3. SLA Credits: If the Provider fails to meet any of the Service Levels, the Provider will pay the Customer credits calculated as follows (the “SLA Credits”):

3.1 SLA Credits for Service Availability Service Level Failure: If the Availability during any given month falls below 99.995%, the Provider will provide the Customer with an SLA Credit equal to the percentage of the total monthly fee applicable to the month in which the Service Level failure occurred corresponding to the Availability Level outlined in the chart below:

Availability Level	SLA Credit
99.7-99.995%	<i>1% of total monthly fee applicable to the month in which failure occurred</i>
96.6-99%	<i>10% of total monthly fee applicable to the month in which failure occurred</i>
95-96.5%	<i>25% of total monthly fee applicable to the month in which failure occurred</i>
< 95%	<i>30% of total monthly fee applicable to the month in which failure occurred</i>

3.2 SLA Credit Procedures: The Provider will credit all SLA Credits accrued to the Customer in the month in which the SLA Credits accrue, provided that if no further invoices will be submitted to Customer hereunder, the Provider will pay such SLA Credits to the Customer within thirty (30) days of the end of the month in which such SLA Credits accrue.

4. Chronic SLA Failure: If the actual availability of the Hosted Services is less than the availability requirement in any two (2) of six (6) consecutive service periods or the daily average system response time is less than the system response time requirement for

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fifteen (15) days in two (2) consecutive calendar months, then, in addition to all other remedies available to the Customer, the Customer may terminate this Agreement and/or the applicable Service Order on written notice to the Provider with no liability, obligation, or penalty to the Customer by reason of such termination.

5. Service Availability and System Response Time Reports: Upon request, the Provider shall provide to the Customer a report describing the availability and other performance of the Hosted Services during such service period as compared to the availability requirement and specifications. The report shall be in electronic or such other form as the Customer may approve in written and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the availability requirement and specifications and (b) if performance of Hosted Services has failed in any respect to meet or exceed the availability requirement or specifications during the reporting period, a description in sufficient detail to inform the Customer of the cause of such failure and the corrective actions the Provider has taken and will take to ensure that the availability requirement and specifications are fully met.

Maintenance and Support

The Provider will maintain and support the Hosted Services to ensure solid and reliable connectivity and access by the Customer and its users and that the Hosted Services performs and operates in accordance with the Specifications and as set forth in this Schedule and the other terms and conditions of this Agreement or the respective Service Order. The Provider will promptly repair, without any additional charge, Service Software or any portion thereof, that have any bugs, defects, errors, or any issues degrading the Hosted Services (collectively, "**Errors**"). The Provider will provide hosting support on a 24x7 basis, 365 days per year.

1. Updates and Upgrades: The Provider will update the Service Software and make available to the Customer any and all patches, enhancements, updates, upgrades, and new versions of the Service Software that the Provider generally makes commercially available ("Updates"). Any such Updates will be deemed part of the Licensed Software, as the term is used herein, and will be covered by the maintenance and support services set forth in this Schedule. The Provider represents and warrants that no Update (i) will impair the operation or disable or inhibit any functions or features of the Hosted Services

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or cause a loss of functionality as provided in the Specifications or cause the performance of the Hosted Services to be degraded; or (ii) adversely affect form, fit, function, reliability, safety, or serviceability of the Hosted Services or its compliance with all of the requirements of this Agreement.

2. Support Service Responsibilities: The Provider shall:

- (a) Correct all Errors in accordance with this schedule, including by providing defect repair, programming corrections, and remedial programming;
- (b) Ensure that each of its personnel performing any maintenance and support services are experienced, knowledgeable, and qualified in the use, maintenance, and support of the licensed software;
- (c) Provide the Customer with remote assistance in using and operating the Hosted Services and to accept reports of Errors in the Hosted Services;
- (d) Provide online access to technical support bulletins and other user support information and forums, to the full extent the Provider makes such resources available to its other customers for services identical to or substantially similar to the Hosted Services; and
- (e) Respond to and resolve Support Requests as specified in this Schedule.

2.1 Contact Information: The Provider will provide contact information for technical support to the Customer upon execution of the Agreement. The Provider may change any of the provided contact information from time to time by delivery of not less than thirty (30) days prior written notice to the Customer, so long as at least one number or address is at all times available for each means of contact.

3. Service Monitoring and Management: The Provider shall continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management shall include:

- (a) Proactively monitoring on a twenty-four-hour by seven days basis all Hosted Service functions, servers, firewall, and other components of Hosted Services security;
- (b) If such monitoring identifies or the Provider otherwise becomes aware of any circumstances that are reasonably likely to threaten the Availability of the Hosted

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Services, taking all necessary and reasonable remedial measures promptly eliminate such threat and ensure full Availability;

(c) If the Provider receives knowledge that the Hosted Services or any Hosted Services function or component is not Available (including by written notice from the Customer under the procedures set forth herein or in the applicable Service Order):

(i) Confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) If the Provider's facility check as per clause (i) above confirms a Hosted Services outage in whole or in part: (A) notify the Customer in writing according to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Provider trouble ticket number, if appropriate, and time of outage; and (B) work all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth below, or if determined to be an internet provider problem, open a trouble ticket with the internet provider; and notify the Customer that the Provider has fully corrected the outage and any related problems, along with any pertinent findings or actions taken to close the trouble ticket.

4. Service Maintenance: The Provider shall continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement, outlined in Schedule A. Such maintenance services shall include providing to the Customer and its users:

(a) All updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Hosted Services, including the Service Software, that the Provider provides at no additional charge to its other similarly situated customers;

(b) All such services and repairs are required to maintain the Hosted Services or are ancillary, necessary, or otherwise related to the Customer's or its users' access to or use of the Hosted Services so that the Hosted Services operate properly in accordance with this Agreement and the Specifications.

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5. Data Center Operations: If a subcontracted data center is used to provide Hosted Services, some basic protection for the Customer are as follows:

5.1 Data Center Services: Services to be provided by the data center, with responsibilities explicitly listed to perform daily data backups and recovery of data from backups upon reasonable request. All requests for recovery of data from backups as a result of Errors are at no cost to the Customer and shall be recovered within 24 hours of the request. Requests for recovery of data from backups that are not due to Errors will be done at a cost to the Customer in accordance with the Provider's hourly rate sheet.

5.2 Monitoring: The Provider is responsible to monitor the data center subcontract to ensure their compliance with contract terms; and if the Provider has to contract with a different data center to remain in compliance with this agreement or for any other reason, they will do so at their own cost and will manage the transition to another data center in a manner that minimizes the impact on the Customer's Users. The Provider shall provide Customer not less than ninety (90) days notice before any change in data center location, performance, capability, and/or risk. The Customer may terminate this agreement at no cost for any reason if the Provider fails to provide such notice, or if such change adversely impacts the performance of services delivered by the Provider.

5.3 Reporting: Upon request, the Provider shall provide to the Customer, an SSAE 16 report for all hosting locations from which the Provider provides services to the Customer.

6. Support Requests: If the Customer reports to the Provider any Error, the Customer shall classify its requests for Service Error corrections as per the descriptions set forth below (each a "Support Request"), the Support Request Classification to be reasonably determined by Customer. The Customer Service Manager shall notify the Provider of Support Requests by email, telephone, or other such means as the Parties may hereafter agree to in writing.

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Sr. No.	Classification	Details
1	Low	Minor issues with workarounds to continue services
2	High	Performance, data entry, or access issues
3	Critical	System is completely down or severely affecting financial or clinical services

7. Support Request Response Times, Resolution Times, and Corresponding Support Level Credits: Response and Resolution times will be measured from the time the Provider receives a Support Request until the respective times the Provider has (i) responded to, in the case of support Response Time, and (ii) resolved such Support Request, in the case of Resolution Time. "Resolve" (including "Resolved", "Resolution" are correlative capitalized terms) means that, as to any Service Error, the Provider has provided the Customer the corresponding Service Error correction and the Customer has confirmed such correction and its acceptance thereof. The Provider will respond to such Support Requests during regular business hours (Monday through Saturday, 9 a.m. to 6 p.m. IST) as follows:

Sr.No.	Classification	Response Time	Resolution Time	Support Level Credits
1	Low	24 hours	48 hours	NA
2	High	12 hours	48 hours	2% of monthly fee
3	Critical	2 hours	4 hours	5% of monthly fee

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Meta16labs Healthcare & Analytics Pvt. Ltd.

(Customer Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____