

Prologic First Service Level Agreement

Prologic First India Private Limited, hereafter referred to as **PFIPL**, is an IT enabled company providing services & solution for the Hospitality & Travel Industry. **mycloud** is the name of Software Platform offering Hotel management solution owned by **PFIPL**.

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

Definitions. The following definitions shall apply to the PFIPL 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.

" PFIPL. Covered Services" means the mycloud PMS, mycloud POS, and mycloud IRS components of 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 PFIPL notifies Customer of periods of Downtime at 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 PFIPL SLA, and will not be counted towards any Downtime Periods.

"Service" means the mycloud service, provided by PFIPL 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 PFIPL 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 PFIPL 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.

PFIPL SLA Exclusions. The PFIPL SLA does not apply to any services that expressly exclude this PFIPL SLA (as stated in the documentation for such services) or any performance issues: (i) caused by 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 PFIPL.).