



Service Level Agreement

2026-01-28 - India

This Service Level Agreement (“SLA”) sets forth the availability commitments and credits that apply to the Cloud Services. This SLA constitutes an Attachment to the Agreement. Capitalized terms not defined in this SLA shall have the meanings given in the SaaS GTC.

1. Service Levels. Optel will use commercially reasonable efforts to provide the Cloud Services at or above Target Uptime.

2. Monitoring. Optel will provide or otherwise make available to Client, upon request, reports measuring the Monthly Uptime Percentage against **Target Uptime**.

3. Service Credits. If there is a verified failure to meet Target Uptime in a particular month and an affected Client makes a request for a service credit within 30 days following the end of such month, the Client will be entitled to a Service Credit calculated in accordance with the SLA Key Terms Chart below. Optel will apply each Service Credit to Client’s next invoice, provided that Client’s account is fully paid up (without outstanding payment issues or disputes). The Client will receive no refund or other credit for unused Service Credits.

4. Multiple Failures. To the extent that the Cloud Services experiences Multiple Failures, then Client may, upon notice to Optel no more than 30 days after the date the Multiple Failures occurred, terminate the Order for the applicable Cloud Services. In such case Optel will refund to Client any pre-paid, unused fees for the terminated portion of the Subscription Term.

5. Exclusive Remedies. Service Credits constitute liquidated damages and are not a penalty. Service Credits and the Multiple Failures termination right set forth in Section 4 above are Client’s exclusive remedies, and Optel’s sole liability, for Optel’s failure to meet Target Uptime.

6. Definitions.

“**Maintenance**” means Optel’s routine maintenance of the Cloud Services conducted in accordance with its Maintenance Procedures or reasonable emergency maintenance.

“**Maintenance Procedures**” means Optel’s standard Cloud Services maintenance schedule as posted or otherwise made available by Optel upon request by Client.

“**Monthly Uptime Percentage**” means the number of full minutes the Cloud Services are accessible and not subject to an Outage during a calendar month divided by the total number of minutes in that calendar month.

“**Multiple Failures**” is defined in the SLA Key Terms Chart.

“**Outage**” means an unplanned interruption or material disruption of the Cloud Services that lasts more than five (5) consecutive minutes according to Optel’s logs, but excluding unavailability to the extent caused by (a) Client’s use of the Cloud Services in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, unavailability of the hosting provider (e.g. Google or Microsoft Azure), Force Majeure events or other factors outside of Optel’s reasonable control, (c) Client’s network connections or other infrastructure or (d) Maintenance.

“Service Credit” means a credit issued by Optel, as determined by the SLA Key Terms Chart, corresponding to a calculated percentage of the Subscription Fees for the affected Cloud Services. The fees are prorated on a monthly basis for the month in which the outage occurred.

“Target Uptime” is defined in the SLA Key Terms Chart.

7. SLA Key Terms Chart.

| SLA Key Terms Chart | | |
|---|---------------------------|--|
| | Monthly Uptime Percentage | Service Credit (% of monthly prorated fees) |
| Target Uptime | 99.90% or higher | None |
| Credit Tier 1 | 99.00% – 99.89% | 5% |
| Credit Tier 2 | 97.00% – 98.99% | 20% |
| Credit Tier 3 | 95.00% – 96.99% | 35% |
| Credit Tier 4 | < 95.00% | 50% |
| Multiple Failures: means Target Uptime is not met for 2 consecutive months or any 3 months in a rolling 12-month period. | | |

8. Disaster Recovery Objectives. Optel maintains a disaster recovery plan designed to achieve the following objectives:

- Recovery Time Objective (RTO): 24 Hours. (Target time to restore the Cloud Services following a disaster).
- Recovery Point Objective (RPO): 24 Hours. (Maximum targeted period of data loss).

Optel performs incremental backups to support these objectives. While Optel will use commercially reasonable efforts to meet these targets, they are objectives and not guarantees.