

Service Level Agreement

Definitions

KarniRetail

RBW Solutions Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at 77, Ahiritolla Street, Kolkata 700006, West Bengal, 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

KarniRetail KR Plus, 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 KarniRetail. 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 Man Power to help the customer carry once -in-a- while activities like physical stock taking, certain report generation etc.

Business Continuity Support (BCS)

Incremental Release Period is Approximately 30 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.rbw.in /documents/KR Plus SLA and EULA.pdf](http://www.rbw.in/documents/KR%20Plus%20SLA%20and%20EULA.pdf)

SLA Service Level Agreement

Contract Period 1 (One) Year from the Date of License Activation. This will extended on payment of agreed Fees as described in Annexure A.

Working Hours 10:15 AM to 6:15 PM IST, Monday to Saturday, excluding Public Holidays.

This Agreement is made on this by and between KarniRetail and the “Customer” and shall be applicable for the Contract Period.

And whereas KarniRetail has offered to guarantee the “Availability of Service” (as per the Service Rate Chart in Annexure A) to the Customer for the Product Licensed by them under EULA.

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

Purpose of the Agreement

KarniRetail understands that KR Plus 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	3 Working Hours	6 Working Hours	8 Working Hours
Medium	8 Working Hours	1 Working Days	1 Working Days
Low	1 Working Day	2 Working Days	1 Working Days
Bug Fixing	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 Details:

Primary Contact support@rbw.in

Telephonic Contact +918584887894 and +918584887895

Escalation Contact contactus@rbw.in

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 A.

1.5 A logistics mobilization grace period of 3 days shall be factored in case of requirement of OnSite Support at locations where KarniRetail does not have any resident technician.

1.6 KarniRetail agrees to offer the customer availability of Man Power for Business Continuity Services within 7 days of receipt of request from the Customer on support@rbw.in.

2. Customer's responsibility

2.1 Customer should give a one point contact person for all deployment and support issues and shall communicate with the designated officer of KarniRetail 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 KarniRetail support team recommends any correction or makes any observation about such issues, the customer has to take corrective measures at his own cost.

2.3 KarniRetail 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 arrange to make 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 KarniRetail 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 A.

3. Situations beyond Control

3.1 In case of any natural or manmade 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 KarniRetail 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 KarniRetail 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 KarniRetail of any responsibility.

Annual Technology Support (ATS):

Annexure A : Service Rate Chart

To address situations like: bug fixing, patches, work-around and incremental release

Nature of Service	Remarks	Rate Applicable
Unlimited Remote Support for Software Bugs	Software update and Bug Fixing will be delivered through Web Form www.rbw.in .	Free for 1 Year from Date of Licence Activation and Under Annual Maintenance Contract of Software which is applicable after one Year from the date of Licence Activation.
Software Update for Technical Issue , Patches, Bug Fixing etc.	Through Incremental Release	
Delivery of Incremental Release	Approximately 30 Days	

For India

Charges Per Year for Annual Maintenance Contract after completion of one year from the date of Licence Activation is 20% of the Basic Price of Software or Rs. 4000/- per Year whichever is higher.

For Rest of the World

Charges Per Year for Annual Maintenance Contract after completion of one year from the date of Licence Activation is 20% of the Basic Price of Software of USD100/- per Year whichever is higher.

Additional Keys for Software First 2 requests for Duplicate Key may be Free.

After that per such request is Chargeable

For India

- Rs.1500 per key

For Rest of the World

- USD 50 per key

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 Service	Rate Applicable
Installation / Reinstallation, Implementation, Training, Data Checking or any other Manpower based support.	For India Rs. 500 per Man Hour or Rs. 2500 Per Man Days depending on Job. For Rest of World USD 25 Per Man Hour or USD 100 per Man Days depending on job.

Request for New Feature

Suggestions are always welcome, however it will be totally KarniRetail prerogative to incorporate or not the suggestion considering the feasibility, cost impact and business justification.

This Service is not Chargeable ,if part of next release. Otherwise, customization charges are applicable.

Business Consultancy

Business Vertical Experts to offer critical business advice to help you discover best practices for better profitability & manageability

This Service is available at negotiated charged as agreed between KarniRetail and Customer.

* For Onsite Support - Minimum charge applicable, For India is Rs.2500, For Rest of the World USD 150 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 2 Ac/ 3 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 B : License Upgrade

Customer may choose to upgrade the existing edition of your KR Plus software anytime by paying the price difference.

Annexure B : License Transfer

Customer may choose to transfer his Licence to any other person or organization with written permission from KarniRetail at a negotiated charges for such transfer.