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Borg Suite Service Level Agreement (SLA)

1. Standard terms applicable to Service Levels are outlined herein

A. Definitions

- i) **“Client”** means any paid subscriber to Borg Suite service.
- ii) **“Borg Suite”** herein refers to the entity, Goodpick Technologies Private Limited a company registered under the companies Act, 2013 (18 of 2013) and having its Registered office at 407, Chaudhary Complex, Shakarpur, Delhi - 110092.
- iii) **“Customer Support”** means services by which Borg Suite will provide assistance to its Clients to resolve any issue pertaining to their services.
- iv) **“Service”** refers to Borg Suite services as given on website www.goodpickborg.com
- v) **“Incident”** means any set of events or circumstances resulting in failure to meet the defined service level.

B. SLA - General Terms and Conditions

- i) Borg Suite provides this SLA subject to the following terms. These terms would be fixed for the duration of initial subscription of service. If the subscription is renewed, the SLA which would be prevalent at that time would be applicable for the renewal period.
- ii) Borg Suite will determine the severity of any defect reported by the Client according to the priorities as defined by the Borg Suite under the section, **“Definitions of Incident Reported”**.
- iii) For each level of incident reported, Borg Suite has defined a set of **“Response and Resolution times”** which Borg Suite would try to adhere to in best of the circumstances.
- iv) If the incidents are not resolved within appropriate time as promised by the Borg Suite, the Client can escalate his / her complaint in accordance with the **“Escalation Matrix”** as outlined subsequently.
- v) The points not covered in here will be governed by Borg Suite’s General Terms and conditions, privacy policy, Terms of service or other policies which will prevail from time to time.

C. SLA Exclusion

The SLA and any Applicable Service Levels do not apply to any performance or availability issues listed below-

- i) Attributable to the acts or omissions of Client or Client’s employees, agents,

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contractors, or vendors, or anyone gaining access to Borg Suite's Service by means of Client's passwords or equipment.

ii) That resulted from third party's hardware or software.

iii) Borg Suite does not control the uptime of the following third parties and any damage caused in this regard to the end Client would not attract penalties-

a) Telecom Service Providers, whose infrastructure is used by Borg Suite to provide services to its end Clients,

b) Internet Service Providers (ISPs) whose data services are used by Borg Suite to provide services to the end Client.

iv) Due to factors outside the control of Borg Suite.

v) to any services other than the service outlined in this SLA and, shall not apply to performance issues, which is

(i) caused by factors outside of First Party's reasonable control (force majeure events); or

(ii) that has resulted from any actions or acts of omission of Client.

2. Customer Support Channels

Any Incident shall have to be registered through one of the channels -

- Email
- Support Desk / Service Desk

Registration via email can be done by sending an email to- admin@goodpickmart.com

Registration via Support Desk / Service Desk: Registration via Support Desk / Service Desk can be done by logging in to our support desk with registered email & Password.

3. Definition of Incident Reported

Here, Term **Severity** Refers to **Priority** of Reported Incident

Severity 1 - "Low" •

Errors or requests those are on business operations, e.g. Reconciliations, Logs etc.

Severity 2 - "Medium" •

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Errors those are generally non-disabling or cosmetic e.g. Service is not accessible to a particular subscriber,etc.

Severity 3 - “High” •

Errors that keep major functions from being performed but work around available e.g., Access to the server is slow; Time delay in response, Server accepts requests but not responding within acceptable time duration etc.

Severity 4 - “Critical”

•Errors that prevent useful work from being completed e.g. Server inaccessible.

4. Response and Resolution Times

The response times for each of the levels of incidents reported is hereby outlined below: Here, Business Hours refers to working hours (9:300 AM IST - 6:30 PM IST)

Severity 1 :

- Acknowledgement Time (Business Hours) : 8 Hours
- Work Around Time (Business Hours) : 24 Hours
- Permanent Fix Time : 96 Hours

Severity 2 :

- Acknowledgement Time (Business Hours) : 4 Hours
- Work Around Time (Business Hours) : 16 Hours
- Permanent Fix Time : 72 Hours

Severity 3

- Acknowledgement Time (Business Hours) : 3 Hours
- Work Around Time (Business Hours) : 8 Hours
- Permanent Fix Time : 48 Hours

Severity 4 :

- Acknowledgement Time (Business Hours) : 2 Hours
- Work Around Time (Business Hours) : 4 Hours
- Permanent Fix Time : 24 Hours

Severity 1 - Respond within 8 business hours to acknowledge problem. Target resolution time or work around time would be 24 business hours from the time of response. •

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Severity 2 - Respond within 4 business hours to acknowledge problem. Target resolution time or work around time would be 16 business hours from the time of response. •

Severity 3 - Respond within 3 business hours to acknowledge the problem. Target resolution or workaround time would be 8 business hours from the time of response. •

Severity 4 - Respond within 2 business hours to acknowledge and understand the Incident. Technical Support will work on the incident continuously until resolution. Periodic status updates will be communicated to the Client by phone / email. Target resolution or workaround time would be 4 business hours from the time of response.

5. Uptime for the service

i) Borg Suite guarantees 99% uptime for its service.

ii) The uptime can be measured through following mechanism:

- Services will run self-test every 20 minutes in an hour making it 72 times in day. Every self-test failing will be regarding as 1 incident.
- Borg Suite guarantees less than 20 failures in a month for 99% uptime
- This will exclude scheduled downtime for maintenance and upgrades.
- The scheduled downtime will not be more than 2 times in 2 weeks with duration of 2 hours per downtime.
- Scheduled downtime will be planned during the non-working hours. The Client will be informed of the downtime in advance to their registered email id with us.

Monthly Penalties:

- For 0-20 incidents /Month - Zero Penalty
- For 21-40 incidents/Month - 5% of the Monthly Rental will be refunded
- For 41-200 incidents/Month - 10% of the Monthly Rental will be refunded
- For 201- 600 incidents/Month - 50% of the Monthly Rental will be refunded
- For >601 incidents/Month - 100% of the Monthly Rental will be refunded

6. Escalation

Borg Suite will internally escalate all incidents that are not resolved by the response and resolution times listed above. Client may request escalation of incidents that have not been resolved within the outlined response and resolution times by contacting support directly by phone / email.

The escalation matrix is as follows: (Would be updated soon)

Level Personnel Contact info

Level 0 - Help Desk, Contact: (+91-11-43009707)

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