

GoPareto

Service Level Agreement

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Brief about Agreement

GoPareto (<https://GoParato.com>) is a software product created and maintained by **Bizmo Technologies** (hereafter referred to as Bizmo), and Bizmo owns and retains all copyrights associated with Gopareto.

Gopareto is provided in Software-as-a-Service (SaaS) format by Bizmo to its Customers. This **Agreement** is effective from the date on which Order is placed Or from Date when the Customer completes the payment and Customer accepts the terms as mentioned in this Service Level Agreement (SLA) which is part of Customer Registration on Gopareto.com. This Agreement is between Bizmo hereinafter referred to as “**Service Provider**” and the Customer and is valid for a term as per the term selected by the customer during registration and purchase of subscription/ service for Gopareto. The terms of this Agreement shall apply only to those Services which are by Gopareto and any Supplemental Services agreed by both the Parties in writing. Service Provider and the Customer shall be referred collectively as “**Parties**”. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. The Service Provider reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Customer at any time as needed . Customer acknowledges that the Service Provider has the expertise and knowledge for providing the Services as mentioned in this agreement. The Customer has shown his interest in availing the Services provided by Service Provider by completing the registration form and by accepting the terms, conditions as mentioned in this SLA and the standard of the Service as provided in this SLA. Service Provider agrees to provide the services to Customer as detailed in SLA for an Period as mentioned in registration form as per the plan selected by the customer and for said period the Customer has agreed to pay the amount as agreed in this SLA.

1. Definitions In this Agreement, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:

- “**Downtime**” shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. Where if Bizmo identifies the service outage, the downtime begins from there on or if customer and a Trouble Ticket is raised from the occurrence of Service Outage, the time period for Downtime begins upon start of Service Outage and ends when the Trouble Ticket is closed by Service Provider subject to due confirmation from the Customer on resolution of the outage. The time periods are calculated on basis on the number of outages per respective month and excluding the events covered under headings Exceptions to this SLA which shall not for the purposes of this SLA be included while measuring Downtime.
- “**Service Catalogue**” shall contain all or any of services/facilities viz., Gopareto apps, the Gopareto Web Portal, Help Desk Support in 4 Annexure A to this SLA which may be availed by the Customer
- “**Exceptions**” all the events as mentioned in clause 3 herein and shall mean either an event or a set of events, any occurrence, and the duration of occurrence of which shall not constitute a Service Outage or Downtime for the purposes of this SLA.
- “**Emergency Maintenance**” shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Service etc. as the case may be and has to be attended immediately. Service Provider shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

- **“Fees”**: means the amount invoiced by Service Provider other than the Initial Term fees to be paid by the Customer for use of services provided by Service Provider.
- **“Master Service Agreement”**: means the agreement which the Customer had acknowledged and agreed to the terms mentioned therein.
- **“Actual Uptime”**: is the aggregate percentage of Total Uptime Hours in respective month during which the Services is actually made available for use by Customer.
- **“Service Outage”** shall mean an unscheduled disruption/failure in any Service offered by Service Provider as per this Agreement, due to which the Service is un- accessible to Customer. The outage of Services due to, but not limited to the following shall be a Service Outage; Customer is unable to functionally use the Service from the designated mobile apps or web portal. Inaccessibility because of Customer’s firewalls or corporate policies, blocking access to the Gopareto servers and/or the Gopareto mobile apps, absence of internet connectivity or failure or problems with any of the Customer’s mobile devices or computers/ laptops shall not be deemed as a Service Outage.
- **“Support Desk”** shall be the location/email address/phone number where the Customer should report a fault. Details of the same are mentioned in the clause 9 of this SLA, or if changed, may be intimated from time to time by Service Provider to the Customer.
- **“Total Uptime Hours”** shall mean 24 hours 365 days a year (year is defined as period of 365 days)
- **“Trouble Ticket”** means issuing a ticket with a unique identification number confirming the customer complaint logging in with Service Provider relation to a Service Outage faced by the Customer.

2. Scope of Services

1. Service Provider will provide the Services as per the details of all the services are provided in the Service Catalogue which is provided in Annexure A along with this SLA.

2. Service Provider assures that it shall provide immediate support and assistance in the event of any disruption in the Services being provided by Bizmo. The manner and timeframe for troubleshooting and the timelines for the resolution of the problem are mentioned in the Annexure A of this Agreement.

3. Services will be provided to the Customer by the Service Provider which consists of the following:

1. Gopareto Android App (downloadable from the Google Play Store)
2. Gopareto Web Portal

3.Exceptions

The following events do not constitute a Downtime or Outage and shall not be eligible to be considered as such.

1. Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at least Seven working days prior notice if possible.

2.Gopareto uses Digital Ocean as the cloud service provider. Any issues caused by Digital Ocean that interrupts the continuous flow of service to the Customer.

3.Any Downtime notices provided by Digital Ocean shall be communicated to the Customer (is possible) as soon as they are received by the Service Provider.

4.Unavailability of mobile apps because of removal from platform providers which hold absolute authority of their platforms. Google Play Store and Apple App Store.

5.Failure of mobile devices, computers, internet or end user software, or blockage of the Gopareto server and / or mobile apps due to firewalls or corporate policies of Customer.

6.DNS issues not in scope or control of the Service Provider.

7. A shut down due to circumstances reasonably believed by the Service Provider to be a significant threat to the normal operation of the Services, the Service Provider's facility, or access to or integrity of Customer data (e.g. hacker or virus attack)
8. Any abuse or fraud failure to comply with the Accepted User Policy on the part of the Customer and it's Authorized Persons.
9. Any specific services not in customer service
10. Force Majeure event
11. Ban on Customer account from Gopareto by Bizmo due to misuse / abuse of the Gopareto platform. Bizmo shall have every right to ban/ block / temporarily discontinue the services to the customer if it finds the usage of services to be of malicious, inappropriate or harmful in nature or which shall threaten the existence of Gopareto as a service to its other customers.

4. Payment Terms

1. The Customer shall pay all the charges for the term as opted by him in the Gopareto website as per the payment options in advance. In case any additional services are needed; they shall be discussed separately, and parties shall still be bound by this agreement.
2. The details of the charges are mentioned on Gopareto.com and Bizmo holds all rights to review increase / reduce the charges without any prior notice to the customers.
3. All the payment terms mentioned in this Agreement and the obligations of the Parties detailed in this SLA shall be followed in true spirit.

Annexure A

Escalation Procedure

1. In Case of Customer Complaint

St. No	Role
1 Reporting of complaints by the customer All the complaints reported to the customer through any of the means Email: support@bizmo-tech.in *The customer should give the email address along with the complaint	Customer Care Executive
2 Generation of the Ticket Number The Help Desk Will Try and resolve the complaint on the phone itself (if it is a minor issue). If not, the Help Desk will generate a Ticket Number and communicate the following to the Customer Ticket Number - Expected Resolution Time Note: The Expected Resolution Time (ERT) may be communicated to the Customer within 1 day of the complaint registration	Customer Care Executive
3 Updates to the Customer The update will be given as soon as the issue is resolved or 15 minutes before the expiration of the ERT	Customer Care Executive
4 Escalation By The Customer The customer is free to escalate to relevant Bizmo personnel in case customer care does not revert, as per Matrix enclosed.	Customer Care Executive
5 Ticket Closure Once the Customer Issue has been corrected and if a ticket has been created, Help Desk will contact the Customer to verify that the issue is closed with the Customer's verbal confirmation, before closing the Ticket.	Customer Care Executive

2. In Case of Outage Bizmo will communicate to any customer any outages related to the functioning of the Gopareto system within 20 minutes of observation of fault through the Status Logs or escalation by our programmers or as informed by customers.

3. Escalation Matrix

Level	Time After Expiry of ERT	Name	Portfolio	Contact Information
1	Immediately after expiration of ERT	NA	Support Manager	Email: support@bizmo-tech.in
2	Lapse of 4 Hours of ERT	Mr. Pandurang B	Delivery Head	ph: +91 8237930163 email: pandurang@bizmo-tech.com
3	Lapse of 12 Hours of ERT	Mr. Ranjeet	Product Head	ph: +91 9764232706 email: ranjeet.wagh@bizmo-tech.com

4. Issue Severity Matrix

Disclaimer: Bizmo will use reasonable efforts to solve problems as quickly as possible. However, since Gopareto is hosted with a third party cloud service provider and apps are hosted on platform specific app stores, any issues with the respective hosts are out of the ambit of the resolution procedure and should be treated as such. Bizmo will communicate the same as and when such issues occur

Level	Description
Level 3	Issue that affects 80% of the users that makes using Gopareto impossible. (e.g App not responding or web portal not opening)
Level 2	A problem that affects a group of users or all users, but which does not impede regular usage of Gopareto (e.g. specific report not visible)
Level 1	Issue that affects an individual user but does not affect the group.