SCHEDULE II

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") forms an integral part of the Master Service Agreement ("MSA") entered into between NeevAI SuperCloud Private Limited("NeevCloud" or the "Service Provider") and the Customer. This SLA sets out the service levels, support commitments and service credit mechanism applicable to the Services provided by NeevCloud under the applicable Statement of Work.

This SLA shall be read together with the MSA, the Specific Terms Annexure (STA), the applicable Statement of Work (SOW) and any Purchase Order. In the event of any inconsistency, the order of precedence specified in the MSA shall apply.

No amendment or modification to this SLA shall be effective unless made in writing and mutually agreed by the Parties, except for administrative or operational updates that do not materially affect the rights or obligations of either Party under the Agreement.

1. DEFINITIONS

In this SLA, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:

"**Billing Start Date**" shall mean the date of commissioning report submitted to the Customer by NeevCloud.

"Downtime" ("D") shall mean the cumulative duration, measured in hours (or part thereof), during the applicable calendar month for which the Services are unavailable due to a Service Outage, excluding any Excluded Downtime under this SLA.

Where a Service Outage is identified by NeevCloud through its monitoring systems, Downtime shall commence from the time the Service Outage occurs, as recorded by NeevCloud's monitoring systems. Where a Service Outage is first reported by the Customer through a Trouble Ticket, Downtime shall commence from the time of the Service Outage as reasonably determined by NeevCloud based on available system logs and records and shall end upon restoration of the affected Services and closure of the Trouble Ticket by NeevCloud. Customer confirmation of restoration shall not be unreasonably withheld or delayed.

Downtime shall be aggregated for all Service Outages occurring during the applicable calendar month. Any period falling within the Exceptions to this SLA shall not be included in the calculation of Downtime.

"Exceptions" shall mean all the events as mentioned in Clause 3 of this SLA and shall include 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. NeevCloud shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

"Excluded Downtime" shall mean any period of unavailability arising from the Exceptions set out in Clause 3 of this SLA.

"**Fees**" means the amount invoiced by Service Provider.

"Network" means the portion of internal computer network owned or operated on behalf of NeevCloud that extends from the outbound port on a Customer's cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

"Actual Uptime" ("A") means the percentage of the Total Scheduled Service Hours during the relevant calendar month for which the Services are Available to the Customer, calculated in accordance with the formula set out in Clause 2.5.

"**Representatives**" means any person who is nominated or appointed by the Customer to visit the Facility center.

"Service Credits" shall mean the remedy granted to the Customer in accordance with this SLA for a Qualified Downtime Event, which may, at NeevCloud's sole discretion, be provided either as a credit adjustment against subsequent invoices payable by the Customer or as an equivalent extension of the affected Service Period. Service Credits shall not entitle the Customer to any cash refund, payment, set-off, withholding, or deduction from any invoice unless expressly agreed in writing by NeevCloud.

"Service Outage" shall mean an unscheduled disruption/failure in any Service offered by NeevCloud as per this Agreement, due to which Customer's server is un-accessible to Customer.

"Setup Charges": means all charges which may be incurred by NeevCloud for installing the server or any other expenses incurred for the commencement of Services to the Customer.

"Support Desk" shall be the location where the Customer should report a fault. Details of the same are mentioned in Schedule B to this SLA, or if changed, may be intimated from time to time by NeevCloud to the Customer.

"Trouble Ticket" means issuing a ticket with a unique identification number confirming the Customer complaint logged in with NeevCloud in relation to a Service Outage faced by the Customer.

"Total Scheduled Service Hours" shall mean the total number of hours during the applicable calendar month for which the Services are scheduled to be Available to the Customer, excluding any Excluded Downtime under this SLA.

2. SCOPE OF THE SERVICES

2.1 The scope of this SLA is limited exclusively to the Services covered herein, namely the provisioning and availability of the dedicated compute infrastructure, networking, and the associated datacenter power and cooling infrastructure provided by NeevCloud.

2.2 NeevCloud assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by NeevCloud. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in the Schedule A of this Agreement.

2.3 NeevCloud shall provide the Services using the infrastructure deployed at its datacenter. Subject to the terms, conditions, exclusions, and limitations of this SLA, NeevCloud commits to a Monthly Service Availability of 99.50% for the Services.

2.4 For the purposes of this SLA, a Qualified Downtime Event shall mean the complete unavailability of the Services arising directly from a failure of the NeevCloud-managed datacenter infrastructure, including power, cooling, or networking infrastructure, and shall not include the failure, degradation, repair, replacement, or maintenance of individual hardware components unless such failure results in the complete unavailability of the Services to the Customer.

Subject to Clause 3, where a Qualified Downtime Event occurs, NeevCloud shall provide the applicable Service Credits in accordance with Clause 2.5.

2.5 The Actual Uptime ("A") shall be calculated for each calendar month and compared against the committed Monthly Service Availability of 99.50%. If the Actual Uptime falls below the committed availability, the Customer shall be entitled to the following service credits:

$A \geq 99.50\%$ - No Credits.

$99.00\% \leq A < 99.50\%$ - Service Credit equivalent to one (1) day of the affected Service Period, calculated on a pro-rata basis, to be applied in accordance with Clause 4.4.

$98.00\% \leq A < 99.00\%$ - Service Credit equivalent to two (2) days of the affected Service Period, calculated on a pro-rata basis, to be applied in accordance with Clause 4.4.

$A < 98.00\%$ - Service Credit equivalent to five (5) days of the affected Service Period, calculated on a pro-rata basis, to be applied in accordance with Clause 4.4.

$$\text{Calculation of Actual Uptime \%} = \left(\frac{\text{Total Scheduled Service Hours} - \text{Downtime}}{\text{Total Scheduled Service Hours}}\right) \times 100.$$

Example for clarification:

If, during a 30-day billing month (720 total service hours), the total downtime is 6 hours, the Actual Uptime shall be calculated as follows:

$(720 - 6) \div 720 \times 100 = 99.17\%$

Since the Actual Uptime falls within the $99.00\% \leq A < 99.50\%$ band, the Customer shall be entitled to a Service Credit equivalent to one (1) day of the affected Service Period, calculated

on a pro-rata basis. For example, if the monthly Service Fee is ₹3,00,000, the applicable Service Credit shall be ₹10,000, which shall be applied in accordance with Clause 4.4.

2.6 The Customer is required to provide a preventive maintenance window, once in every quarter to enable NeevCloud to update the various patches and carry out other preventive maintenance. The time required to carry out this preventive maintenance by NeevCloud shall depend upon the environment of the Customer and shall be informed to the Customer before the time window is sought. During this window, Customer's environment shall not be available and the same shall not be counted as Downtime.

For the customized solutions provided by NeevCloud, preventive maintenance is absolutely essential, and the SLAs offered by NeevCloud are based on the explicit understanding that the Customer will provide opportunity for NeevCloud to carry out preventive maintenance from time to time. In case the Customer does not provide, at least once in a quarter, the requisite downtime to carry out preventive maintenance activities, even after a request is made by NeevCloud, NeevCloud shall not be liable to provide any Service Credits or any other compensation in case of Downtime or any other loss to Customer such as data loss, denial of service or virus attacks.

2.7 NeevCloud shall recommend usage of high availability architecture for all critical loads, wherein there is a duplication of critical elements. For instance, this may be two power sources to a rack, or two firewalls in the network. In a high availability set-up, it is clarified that even when one of the elements fail, but the other is still running, then the entire set-up/solution/system/environment is considered to be available and the same shall not be counted as Downtime.

3. EXCEPTIONS

3.1 The following events do not constitute a Downtime and shall not be eligible to be considered for any Service Credit:

(a) Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at prior notice to the Customer and also interruption due to Emergency Maintenance as described in Schedule A; The usual scheduled maintenance time is the early hours of the morning i.e., between 1am to 6am.

(b) Failure, degradation, repair, replacement, or maintenance of any individual hardware component, including without limitation any physical server, GPU, CPU, memory, storage device, network interface card, motherboard, power supply, or other server component, shall not, by itself, constitute Downtime, Service Outage, or give rise to Service Credits, unless such failure results in the complete unavailability of the Services due to a failure of NeevCloud-managed datacenter infrastructure covered under this SLA.

(c) Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by NeevCloud.

(d) DNS outside the control of NeevCloud.

(e) A shut down due to circumstances reasonably believed by NeevCloud to be a significant threat to the normal operation of the Services, NeevCloud's facility, or access to or integrity of Customer data (e.g., hacker or virus attack);

(f) The Services being modified or altered in any way at the Customer's request;

(g) Any interruptions resulting from defects or failures in or use of the Customer's software or any third party services or any facilities provided, procured or operated by or on behalf of the Customer including but not limited to any 3rd party Open Source Software or Software Licenses provided by NeevCloud;

(h) Incomplete, inaccurate information provided by the Customer to NeevCloud in relation to the Services or information relevant to procuring/creating an NeevCloud customer account;

(i) The performance of traffic exchange points, including Internet networks or exchanges controlled by any third parties;

(j) Any delay or failure in complying with any of the Customer's obligations under the Terms of Service and/or MSA, as may be applicable;

(k) Time taken during offline backups, either planned or requested by the Customer after advance intimation by NeevCloud;

(l) Damage to or faults in the equipment facilitating access to the Services resulting from (i) accidents, (ii) transportation, (iii) neglect and/or misuse by the Customer or its authorized representatives;

(m) Use of any datacenter services by the Customer for purposes other than in relation to accessing the Services

(n) Any act or omission on the part of the Customer including but not limited to failure to notify NeevCloud on the support e-mail support@NeevCloud.com for any unexpected Downtime;

(o) Events or occurrences that result in "no trouble found" for support request, as confirmed by the Customer;

(p) An interruption where the Customer elects not to release a Service for testing and repair and continues to use it on an impaired basis without notifying NeevCloud of such interruption;

(q) Any interruptions, delays or failures of Services under administrative control of the customer caused by any act or omission of Customer or Customer's employees, agents, or subcontractors, including but not limited to the following:

1. Inaccurate configuration
2. Non-compliant use of any software installed on the server
3. Incorrect sizing of resources provisioning
4. Negligence or other conduct of Customer or its authorized persons, including a failure or malfunction resulting from applications or services provided by Customer or its authorized persons

(r) Any abuse or fraud or failure to comply with the NeevCloud "Terms of Service or MSA, as applicable" on the part of the Customer or its end-user (as defined in the MSA, as applicable), for which the Customer shall be liable;

(s) Any unavailability, suspension or termination in the Services caused by factors outside of NeevCloud's reasonable control, including any Force Majeure Event or internet access related problems beyond the reasonable control of NeevCloud or beyond the scope of the Services, as the case may be.

(t) Any interruption or degradation of Services resulting from cybersecurity events including but not limited to Distributed Denial of Service (DDoS) attacks, ransomware, botnet activity, brute-force intrusion attempts, or any malicious or unlawful activity directed at NeevCloud's infrastructure or at the Customer environment hosted therein.

4. SERVICE CREDIT

4.1 NeevCloud shall provide Service Credits only where the unavailability of the Services arises directly from a failure of the datacenter infrastructure owned, operated, and managed by NeevCloud, including failures of power, cooling, networking, or other facility infrastructure affecting the provision of the Services.

For the avoidance of doubt, the failure, degradation, repair, replacement, or maintenance of any individual hardware component (including, without limitation, GPUs, CPUs, memory, storage devices, network interface cards, motherboards, power supplies, or other server components) shall not, by itself, constitute a Service Outage giving rise to Service Credits, provided that NeevCloud restores the affected Services in accordance with the applicable hardware replacement or support commitments, if any.

Further, no Service Credits shall apply to any downtime or unavailability arising from Customer software, applications, configurations, operating systems, Customer-induced operational errors, third-party software or services, telecommunications or carrier failures outside NeevCloud's reasonable control, Force Majeure Events, or any other exclusions expressly set out in this SLA.

4.2 NeevCloud agrees that on occurrence of any event that attracts service credits the Customer would be eligible to request a Service Credit on compliance of the terms as mentioned in Clause 6.1.(a) of this SLA.

4.3 The Customer shall be eligible to claim Service Credits only in respect of Downtime occurring during the applicable calendar month and only where such Downtime qualifies for Service Credits under this SLA. The Customer shall submit any claim for Service Credits within thirty (30) days from the end of the calendar month in which the alleged Downtime occurred, along with the relevant Trouble Ticket details and supporting information reasonably required by NeevCloud. Any claim submitted after the expiry of such thirty (30) day period shall be deemed waived, and the Customer shall not be entitled to any Service Credit in respect of such Downtime.

4.4 The aggregate Service Credits payable in any calendar month shall not exceed the equivalent of five (5) days of the applicable Monthly Service Fee for the affected Services. NeevCloud shall have the sole discretion to determine whether any approved Service Credit shall be applied as a credit adjustment against future invoices payable by the Customer or provided as an equivalent extension of the affected Service Period. Service Credits shall not be payable in cash and shall not entitle the Customer to withhold, deduct, or set off any amounts payable to NeevCloud. The Service Credits provided under this SLA shall constitute the Customer's

sole and exclusive remedy for any failure by NeevCloud to meet the Service Levels under this SLA. NeevCloud's liability under this SLA shall be limited strictly to the value of such Service Credits, and NeevCloud shall not be responsible for any data loss, software corruption, application failure, or downtime arising from the Customer's software stack, orchestration platform, configurations, or applications.

4.5 For the purposes of this SLA, the existence of downtime shall be established solely on the basis of NeevCloud's authoritative monitoring systems, DCIM/BMS telemetry, and infrastructure-level logs maintained by NeevCloud. A period shall be treated as downtime only where such systems and logs affirmatively record an interruption in availability of the Services covered under this SLA. Customer-side observations, application-level symptoms, packet loss at the edge, or third-party monitoring reports shall not, by themselves, constitute evidence of downtime unless they are corroborated by NeevCloud's authoritative records. In the absence of such corroboration, the relevant period shall be conclusively deemed not to constitute downtime for the purposes of SLA measurement, calculation, or service credit eligibility.

4.6 Notwithstanding anything contained in this Agreement, the entitlement of the Customer to Service Credits shall arise only in such specific instances where the occurrence of downtime, as alleged or observed by the Customer, is independently verified, and corroborated in accordance with the parameters defined under Clause 4.5 of this SLA.

5. PAYMENT TERMS

5.1 The Customer shall pay all the charges as set out in the Agreement which includes one-time setup charges, Quarterly recurring charges and other supplemental charges for any Supplemental Services provided including before the Service Commencement Date or as per the agreed terms in MSA.

6. PROCEDURE FOR AVAILING SERVICE CREDITS

6.1 Whenever the Customer encounters Service Outage, the following procedure should be followed;

(a) The Customer should contact NeevCloud "Support Desk" without undue delay and shall request for a Trouble Ticket number immediately and can track the Trouble Ticket number till the Trouble Ticket is closed on resolution of the outage.

(b) Upon receipt of the Trouble Ticket, NeevCloud shall verify whether the reported incident qualifies for Service Credits in accordance with this SLA, including Clause 4.5. Where, upon verification by NeevCloud's engineering and monitoring teams, it is established that the Services were unavailable due to Downtime eligible for Service Credits under this SLA, the Customer shall be entitled to Service Credits strictly in accordance with Clause 2.5. The period of Downtime eligible for Service Credit shall be determined in accordance with the definition of Downtime under this SLA and shall be subject to verification under Clause 4.5. The manner of application of any approved Service Credit, whether as a credit adjustment against future invoices or as an equivalent extension of the affected Service Period, shall be determined by NeevCloud in accordance with Clause 4.4.

Schedule A

In the event there is a disruption in Service or alarm is triggered, the troubleshooting and resolution of the problem in respect of each Service, where applicable, shall be as follows:

TROUBLESHOOTING & RESOLUTION TIMES

Priority	Impact	Urgency	Acknowledgement (MTTN)	Subsequent Updates
1	Completely Down	Critical	15 Minutes	1 Hour
2	Down / Degraded / Unstable	High	30 Minutes	2 Hour
3	Degraded / Unstable	Medium	3 Hours	6 Hours
4	Up	Low	12 Hours	24 Hours

Incident Management SLA and Priority Definition

Priority	Impact	Urgency	Definition	Call Pick Up Time	MTTN	MTTR
1	Down	Critical	-Any link/site down or network outage affecting more than one link or site, where no working backup path or failover is available. -Hardware failure resulting in complete unavailability or loss of critical service. -Any incident that renders a system and/or critical functionality unusable or severely degraded in a manner that impacts business-critical operations. -Requires immediate corrective action, 24×7 response, and technical escalation to the highest support tier until resolution/restoration.	Immediate	15 minutes	12 hours
2	Down or Degraded / Usable	High	- An active service is hard down resulting in a critical impact to the end user's business operations. - Repeated/chronic case. - Requires prompt corrective action.		30 minutes	12 Hours

3	Degraded / Usable	Medium	-The operation of an active service is degraded. - Incidents which do not significantly impair. - The service to individual customers.		3 hours	24 Hours
4	Up	Low	-Real time requests; may or may not be fault related. - Reason for Outage (RFO) requests. - Information only - Could include network changes, maintenance, and planned outages. - Incidents with no or minimal impact to system functionality or service to customers. - Any minor condition having no immediate effect upon customer service.		12 hours	24 Hours

The response, troubleshooting, MTTN, MTTR, and escalation timelines set out in this Schedule A are operational support commitments only and shall not, by themselves, create any entitlement to Service Credits unless the relevant incident qualifies for Service Credits under this SLA.

Maintenance Notification Handling

S. No.	Maintenance	1st Notification	Reminder
1	**Emergency Maintenance**	At least 1 working day prior, however in exceptional / exigent scenarios the notification may be issued in parallel to commencement of work	Every 5 hours until start (or until parallel notice is acknowledged)
2	**Planned Maintenance** **(Non-Service Impacting)**	7 working days Prior	Every 2 days until start
3	**Planned Maintenance (Service impacting)**	15 working days Prior	Every 2 days until start

- Time starts when the problem is detected by NeevCloud Help Desk team or reported by the customer and ends on assistance/repair as applicable &
- Resolution norms for different hardware problems will depend on the SLAs with respective vendors.

- 95% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.

- 90% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis.

Schedule B

ESCALATION PROCEDURE

1) **In Case of a Customer Complaint:**

Sl. No.	Step	Responsibility
1	**Reporting of complaints by the customer** All complaints are reported to the Helpdesk through any of the means: Landline No: 1800-102-0088 Electronic Mail: support@NeevCloud.com * The customer should give the **Customer ID** along with the complaint which is down for quick tracking & restoration.	Customer Care Executive
2	**Generation of Fault Ticket No.** The Helpdesk will enter the details in the fault management system and inform to the customer about the following: Fault ticket No Expected Restoration Time The Expected Restoration Time (ERT) will be reported within half an hour of the customer complaint with cause of failure.	Customer Care Executive
3	**Updates to Customer** Update to the customer will be given 15 minutes before expiry of ERT.	Customer Care Executive
4	**Escalation of Complaint (By Customer)** The Customer is free to escalate to relevant NeevCloud personnel in case customer care does not revert, as per Matrix enclosed.	Customer Care Executive

5	**Ticket Closure** Once the fault has been corrected, NeevCloud may notify the Customer of restoration and close the Trouble Ticket. Customer confirmation of restoration shall not be unreasonably withheld or delayed. If the Customer does not respond within a reasonable period after NeevCloud's restoration notification, the affected Service shall be deemed restored for the purposes of this SLA.	Customer Care Executive

2) **In Case Of Outage:** In the event the Service Provider identifies a Service Outage through its monitoring systems or engineering personnel, the Service Provider shall use commercially reasonable efforts to notify the Customer of such Service Outage within twenty (20) minutes of becoming aware of the same.

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3) Escalation Matrix:

Escalation timeline is over and above the Turnaround Timeline

Level / Priority	Escalation Level	Contact			Escalation Timeline (Hr.)				All Service Requests
		Name	Email ID	Phone No.	P1	P2	P3	P4	
1	Help Desk	Support	support@NeevCloud.com	1800-102-0088	1	2	6	24	6 Hours
2	Ops Manager	Alpesh Singh	alpesh@NeevCloud.com	+91-99930-97484					
3	Senior Manager	Noel Varghese	noel@NeevCloud.com	+91-9993029813	4	6	12	48	12 Hours
4	Chief Technology Officer	Radhe Dhakad	radhe@NeevCloud.com	+91-99930-99055	6	10	18	72	24 Hours

DISCLAIMER

NeevCloud shall use commercially reasonable efforts to resolve problems as quickly as possible. Since the Services may depend on third-party hardware, software, licenses, networks, and Customer-managed configurations, NeevCloud shall not be liable to provide Service Credits for non-availability of the Customer environment arising from lack of redundancy, Customer architecture, Customer software, third-party dependencies, or any event excluded under this SLA.