xorkeeSignSLA

This xorkeeSign Service Level Agreement ("SLA") is implied to be between Odyssey Technologies Ltd and its qualifying customers who use xorkeeSign server or xorkeeSign API or any of the xorkeesign extensions to browsers and mail clients and applies severally to all paid subscriber accounts using xorkeeSign service or xorkeeSign API or any of the xorkeesign extensions to browsers and mail clients. A qualifying customer in this regard is defined to be a user of xorkeeSign service or xorkeeSign API who has subscribed or on whose behalf subscription has been paid.

xorkeeSign service is offered from one or more data centers ensuring that the user services shall not be interrupted even if one or more of the service nodes become inoperative. Odyssey shall strive to ensure a 99.5% uptime in xorkeeSign services.

If there is a failure in ensuring the guaranteed uptime, Odyssey shall compensate its users as described herein. It may be noted that all compensation shall only be in the form of free service extensions.

Definition of Downtime

Downtime is calculated under two separate categories.

The service is considered down universally if xorkeeSign or one of its critical components have failed and no user is able to carry out any activity like signature, enrollment or other configuration. Xorkeesign is operated from multiple data centers and a single data center or node failure will not be considered as a service-down event. Service down events will be detected and the downtime shall be calculated by Odyssey Technologies and every paid user of xorkeeSign shall be compensated. Such compensation shall be calculated at the end of each calendar month, aggregating all such down events during that month.

The service is considered down for a specific user if

a. access through any of the interfaces fails with "unable to process your request" message
b. the user is unable to access the xorkeeSign.com site
c. the user's application is unable to access the login API of xorkeeSign

To qualify as downtime, the user should get the same error at least twice with 15 minutes between the two failures. The downtime shall extend until the time the user does a successful operation in xorkeeSign or until the end of the day.

The user should have used the same system and set up successfully prior to the first failure. Otherwise the user will have to seek support for making the service work through his environment. (This could be a

browser version, proxy or other network related problem which has to be resolved first. Concept of downtime applies only if there had been an 'uptime' earlier)

If any user downtime overlaps the universal downtime, only the universal downtime shall be taken into account for the overlapped period.

Exclusions

For G2C users, any downtime of the primary site shall not count as xorkeeSign downtime.

For changes in the G2C site, any user may report the issue to xorkeeSign support. Xorkeesign shall make an announcement as to when the changes will be accommodated in xorkeeSign. Such period shall not exceed ten days. If the support for the changes does not materialize even after the lapse of the announced period, the users of that site shall automatically be granted downtime compensation. A user of that site is defined as a handle that has been used at least once during a 30 day period preceding such change of the primary site.

The above rationale shall also apply to operating system updates that render one or more xorkeeSign features unusable.

For services offered through multiple browsers, the failure to operate on one browser shall not be considered as downtime. Odyssey shall make every effort to bring in support for that browser.

For mail extensions, any failure of the mail service will not count as xorkeesign service failure.

Similarly any material change in the primary mail service on which xorkeesign extension is based may call for updates to the extension and Odyssey undertakes to carry out such updates within a period not exceeding ten days.

If a primary service undergoes changes in such a way that makes offering of xorkeesign's functionality infeasible, Odyssey may choose to discontinue support for that primary service. Such announcements shall be made through updates to the extensions as well as on Odyssey website.

Any inability to access the service immediately following any OS or other system update is not considered as xorkeeSign downtime. The downtime should be attributable to xorkeeSign or its components.

The problems arising from misconfiguration or incorrect usage of the features will not qualify as xorkeeSign downtime.

Unable to register a particular handle of choice will not even be considered as a problem meriting support.

All downtime compensations apply only with reference to the paid subscribers for the payment features. It will not apply during any trial periods.

Compensations

For individual users, compensation shall be in number of days his service shall be extended beyond his usual due date. Thus if a user's subscription ends on 15th June and during the month of May he had become eligible for 3 days of compensation, his new due date shall be 18th June.

To arrive at the number of days, his individual downtime shall be added to any universal downtime during that period.

Up to 3 hours   – 0 days

3 – 12 hours   – 1 day

For API or Entity Admins, the compensation shall be calculated as above and the number of days arrived at shall be converted into units as follows:

(Downtime in days /No of days in the month) * (API subscription + Entity subscription + Guest signature subscription)

The figure shall be rounded into the nearest Units for arriving at the compensation.

Downtime calculations

Universal downtime shall be calculated by Odyssey and announced in its website along with the dates and times. The aggregate so arrived at the end of the calendar month shall entitle every paid user for the compensation and it will be accordingly credited in their individual subscription accounts.

Individual downtime shall be reported by the user on Odyssey website service uptime page and on approval by Odyssey Operational Person, shall be added to the user's xorkeeSign account. The user will be able to view his uncompensated downtime anytime during the month. At the end of the month this will converted into eligible extension period or units and credited to the user's xorkeeSign account accordingly.

General

Other than described above, Odyssey shall not be liable for any loss of business or consequential losses suffered by the user on account of using xorkeeSign or failure of xorkeeSign to operate as expected.

This agreement is published in the xorkeeSign service as well as in Odyssey's website www.odysseytec.com

This agreement may be modified by Odyssey at any time in future and such amended version shall be published in the same locations. When it is so published it would take immediate effect.

Force Majeure

Odyssey shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to events beyond its reasonable control, including but not limited to act of God, natural disasters, fires, floods, epidemics, pandemics, war, terrorism, strikes, labor disputes, governmental actions or any other event that is unforeseeable and beyond the control of Odyssey.