

Service Level Agreement Terms and Conditions

This *Nondisclosure and Confidentiality Service Level Agreement* is in effect as on date _____
between

(1st Party) **DIVINE INFORMATICS LIMITED**, having its principal place of business at **596/c, Malibag, Chowdhury Parra, Dhaka, Bangladesh.**

And

(2nd Party) _____ having its principal place of business at
.....

1. This Agreement is made in order for each party to obtain from the other certain technical and business information under terms that will protect the confidential and proprietary nature of such information for the purpose of discussing a possible business relationship (the "Concept").
2. As used herein, "Confidential Information" shall mean any and all technical or business information furnished, in whatever form or medium, or disclosed by one party to the other including, but not limited to, product or service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, which are marked as confidential or proprietary by the disclosing party, or, for information which is orally disclosed, the disclosing party indicates to the other at the time of disclosure the confidential or proprietary nature of the information and confirms in writing to the receiving party within 15 days after such disclosure that such Confidential Information is confidential. For purposes herein, any technical or business information of a third person furnished or disclosed by one party to the other shall be deemed "Confidential Information" of the disclosing party and subject to the terms of this Agreement.
3. Divine Informatics Limited makes every precaution to protect our customers' information. When you submit sensitive information via the Web site, your information is protected both online and offline.

1. Application of Divine Informatics Limited SLA

These Divine Informatics Limited Service Level Agreements (SLAs) provide Customers with certain rights and remedies regarding the performance of the Divine Informatics Limited network and servers (as defined below). Use of Divine Informatics Limited Service constitutes acceptance and agreement to Divine Informatics Limited's AUP (Acceptable use Policy) as well as Divine Informatics Limited's TOS (Terms of Service) available on <http://www.Divine Informatics Limited.ca>

2. Definitions

For purposes of these Divine Informatics Limited SLAs, the following terms have the meanings set forth below:

**** Base Monthly Service Fee **** consists solely of the base monthly fee paid by Customer for the affected Divine Informatics Limited service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage or hard drives beyond that which is available without additional charge under Divine Informatics Limited standard rates, hourly support, and other types of optional additional services.

3. Summary of Divine Informatics Limited SLAs

As described in more detail below, this Divine Informatics Limited SLAs provides commitments based upon goals in the following key areas:

****99.99% Service Uptime Guarantee****

Divine Informatics Limited has built its network to deliver true 99.99% network uptime to our customers. Using BGP4 technology our network is fully redundant, and each network node has two (5) separate and fully redundant Gigabit switched Ethernet backbone networks that connect to our high bandwidth, load-balanced Internet connectivity, from multiple Tier-1 carriers having diverse path fiber into each of our facilities. Because of our extensive network infrastructure, DIVINE INFORMATICS LIMITED can provide its customers with a 99.99% Network Uptime Guarantee. In the event that any service does not experience 99.99% uptime in a given month, DIVINE INFORMATICS LIMITED will automatically refund 10% of customer's base monthly service fee and subsequently an additional 10% for each hour of downtime thereafter. Should uptime be below 99% customer will be credited 100% of its base monthly fee. Any emergency scheduled downtime taken by DIVINE INFORMATICS LIMITED will not apply towards this downtime calculation, nor to the refund calculation. This guarantee applies to DIVINE INFORMATICS LIMITED'S network performance and not to any hardware, software or services running on a customer's server.

4. Exceptions

Divine Informatics Limited cannot be held liable for server downtime or data loss in any circumstance unless due to direct negligence including but not limited to the following circumstances:

5.1. Circumstances beyond Divine Informatics Limited reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Divine Informatics Limited SLAs;

5.2. Failure to access circuits to the Divine Informatics Limited Network, unless such failure is caused solely by Divine Informatics Limited;

5.3. Scheduled maintenance and emergency maintenance and upgrades;

5.4. DNS issues outside the direct control of Divine Informatics Limited;

5.5. False SLA breaches reported as a result of outages or errors of any Divine Informatics Limited uptime monitoring system; or

5.6. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, wilful misconduct, or use of the Divine Informatics Limited or Divine Informatics Limited services in breach of Divine Informatics Limited Terms and Conditions of Service or Divine Informatics Limited Acceptable Use Policy.

5. Notification of Changes

Divine Informatics Limited's policies and procedures for handling customer information have been created with the understanding that Internet technologies are still evolving and that Internet business methods are continuing to evolve to meet the needs and opportunities of the changing technologies. As a result, these policies and procedures are subject to change.

COMPANY NAME:

1st Party

2nd Party

Divinel INFORMATICS LIMITED.

(596/C, Khilgaon , Chowdhury Parra, Dhaka, Bangladesh)

By: _____

By: _____

Date: _____

Date: _____