

# SERVICE LEVEL AGREEMENT

THIS DOCUMENT IS A LEGAL AGREEMENT ("Agreement") BETWEEN Webyog Softworks Pvt. Ltd. ("Webyog") AND YOU OR THE ORGANIZATION ON WHOSE BEHALF YOU ARE UNDERTAKING THE AGREEMENT DESCRIBED BELOW ("Customer") IN RELATION TO WEBYOG SUPPORT SERVICES. For a period of one (1) year from the date of purchase or renewal of a support term ("Effective Date"), Webyog will supply the services described in Section 1 below ("Services") to Customer with respect to the Software described in Section 1 below, for which Webyog has granted a license to Customer pursuant to a software license agreement (the "Software License Agreement") by and between Webyog and Customer.

## 1. Included Services

All support plans listed below apply only to the products 'SQLyog - MySQL GUI' or 'MONyog - MySQL Monitor and Advisor' and do not apply to any other application, library or product developed or sold by Webyog. The support, if any, for any other such product will be governed by a separate agreement. All support features listed below are available only for the Maintenance Term plus any extensions or renewals, and such support features will become unavailable immediately upon termination of this Agreement.

All support plans include the following features:

- All issues addressed directly by developers
- Unlimited ticket based priority support
- Guaranteed response within 1 business day
- Issue escalation to product development team
- Hotfixes / emergency patches in the event of bugs
- Remote troubleshooting

## 2. Terms of Support

### 2a. Hours of Availability

Access to all web-based support features (online documentation, FAQ, ticket systems and help forums) are generally available 24 hours per day, 7 days a week, 365 days a year barring unforeseen interruptions in Internet service or planned exceptions by Webyog. Notwithstanding anything to the contrary in this Agreement, such availability is not guaranteed by Webyog. Any planned exceptions to the availability of support services will be communicated on the Webyog website as far in advance as possible.

### 2b. Response Time

The response time listed in the support plan is the elapsed time between the receipt of a support request via ticket system and the time when Webyog begins the support service, including a verbal or written confirmation to the Customer thereof. The actual time required to fully resolve the support request, if such full resolution occurs, may be longer than the maximum response time listed.

### 2c. Webyog 's Responsibilities

Webyog will use commercially reasonable efforts to assist Customer to resolve problems in its use of the Software as described in Section 1. Webyog makes no guarantee that it can, or will, solve any problems with respect to the Software presented by Customer, and further disclaims any warranties above and beyond any limited warranties that may have been expressly made by Webyog in the Software License Agreement. Webyog will offer Services for the then-current version of the Software. Under no support plans will generic MySQL issues be addressed.

### 2d. Customer's Responsibilities

Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup and use of any file access control systems required in the support of the Software. Customer may be required to grant Webyog certain limited access rights to Customer's proprietary computer systems in order that Webyog may render support Services. Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software. If Webyog determines, in its sole discretion, in responding to a Customer request for support,

that the solution is provided in available media (including, but not limited to, the documentation, FAQ, tutorials and examples, websites or support forums), Webyog may direct Customer's personnel to the appropriate media for the solution to the problem.

#### 2e. TERM AND TERMINATION

Webyog 's provision of the Services to Customer will commence on the Effective Date and will continue for an initial term of one (1) year. At the end of the term the Services automatically terminate, if not renewed. The Customer may choose to renew Services at any time, subject to Webyog 's written agreement.

#### 3. Disclaimer; Limitation of Liability

Webyog shall not be responsible to provide Services to the extent that the issue is caused by

- (a) Customer's misuse, improper use, misconfiguration, alteration, or damage to the Software;
- (b) Customer's use of the Software with any hardware or software not supplied or supported by Webyog ;
- (c) Customer's failure to install an update to the Software if such update would have resolved the issue; or
- (d) Otherwise uses in a manner not in accordance with the Agreement. Webyog shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, RELATING TO PRODUCTS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER. WEBYOG SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY WEBYOG EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT WILL BE DEEMED TO BE A WARRANTY BY WEBYOG FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF WEBYOG WHATSOEVER.

IN NO EVENT (i) SHALL WEBYOG 'S MAXIMUM LIABILITY FOR ALL DAMAGES EXCEED ACTUAL DIRECT DAMAGES CAUSED BY THE SPECIFIC PRODUCT OR SERVICE COMPLAINED OF, (ii) SHALL WEBYOG 'S MAXIMUM LIABILITY FOR ALL DAMAGES EXCEED THE TOTAL AMOUNT OF FEES PAID HEREUNDER, OR (iii) SHALL WEBYOG BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND THE LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF WEBYOG HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

No limitation as to damages for personal injury is hereby intended. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply.

#### 4. Miscellaneous

Webyog and Customer are independent parties, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

You agree to be identified as a customer of ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in our marketing materials and web site. All notices given under this Agreement shall be effective upon receipt and shall be in writing and sent to the address of the other party set out at the beginning of this Agreement or to any replacement address of which the other party has been given notice in accordance with this Section. In no event shall either party be liable for any delay or failure to perform under this Agreement which is due to causes beyond the reasonable control of such party.

This document contains the entire agreement between the parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each party. Customer may assign this Agreement if all of substantially all of Customer's business or assets are purchased or restructured (including by acquisition or merger), provided that: (i) Customer may not, without Webyog's prior written consent, assign to a successor-of-interest that is (or is owned or controlled directly or indirectly by) a competitor to Webyog's business or is in litigation or legal dispute with Webyog. Otherwise, neither party may assign this Agreement without the permission of the other.

In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision

shall be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision.

No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has been or reasonably should have been discovered, or, in the case of an action for nonpayment, more than two years after the date the last payment was due.

Should you have any questions concerning this agreement, or if you desire to contact the Owner for any reason, please contact us at [support@webyog.com](mailto:support@webyog.com).

Team Webyog  
Webyog Softworks Private Limited

Ver: 1.01

Last Update: July, 2012