

Dedicated Server Service Level Agreement

Dedicated Server means the server and space rental from Nipa to connect to the Internet through the security devices (Firewall and Anti-virus). The responsibility of Nipa is to install the operating system and maintenance server.

This “Dedicated Server Service” Service Level Agreement (this “Agreement”) contains the level of service that is an agreement between the applicable Nipa Technology Co., Ltd. (also referred to as “Nipa” or “we” or “our” or “us”) who developed and served Nipa.Cloud service and you or the entity you represent (“customer” “you” or “your”).

1. Specific Terms

1.1 Service means Dedicated Server Service

1.2 Service Level Agreement means a service standard or obligation established to be an agreement between Nipa and Customer to provide warrant the standard level of service for all customers.

1.3 Service Availability means the ability of the service to be available or accessible and perform its function as needed.

1.4 Downtime means a period of time which the service or its system is unavailable to use.

1.5 Service Request means any requests from customers e.g., a request for more relevant information advice, service access, change customer data, request for help, or else.

1.6 Service Complaint means a complaint raised by customers to express dissatisfaction or disappointment due to poor-quality service, bad customer service, or an inability to provide the service under this service level agreement.

1.7 Incident means an event that results in Customer's inability to use the service as agreed in this Service Level Agreement (SLA), or an event that affects the confidentiality, integrity, and availability of the system.

1.8 Target Response Time means a maximum wait time for the first response of an issue received from a customer.

1.9 Target Resolution Time means a maximum wait time for successful incident solving or service request execution. It is measured from the time an incident or service request ticket is created, until the time that customer is notified that the problem has been resolved, or the request has been completed.

1.10 Every day means from Monday to Sunday including public holidays and any holidays following Cabinet resolution or Nipa’s holidays

1.11 Ticket means an issue from customer via nipacloud.freshdesk.com or created by the staff in ticket system.

1.12 Precision Air Conditioning System means a refrigerating equipment specifically designed to provide precise control of temperature and humidity in data center.

1.13 Modular UPS means a Modular Uninterruptible Power Supply, a flexible and redundant power protection, used to adapt the UPS power to power needs in data center.

2. Service Scope

Nipa agrees to provide you the service in the scope as follows:

2.1 Nipa will provide the server and rack space in Nipa Internet Data Center (IDC) following customer’s requests (including electricity and internet network).

2.2 Nipa IDC will cover internet network, security system, precision air conditioning system, modular ups to provide power redundancy at least 1 hour, and other helpful facilities.

3. Service Hours

3.1 Nipa.Cloud Service Hour

Service	Time	Day
Server Provisioning, Self-Configuration and Maintenance	24 Hours	Every day

3.2 Service Request and Incident Case Service Hours

Service	Time	Day
Service Request and Incident Response	24 Hours	Every day
Incident Resolution	24 Hours	Every day
Service Request Resolution	9 AM – 6 PM	Monday - Friday

4. Customer Service and Support

4.1 Sales Support (8/5)

Our sales support will support and provide any helpful advice or relevant information regarding our service e.g., product or package details, pricing, service solution, and current promotion. Plus, our after-sales

support will help you with a transaction and financial service, coordinate with the relevant teams to help you solve the problem under this agreement. You can contact our sales support through the following channels:

Telephone: 02-639-7744, 08-6019-4000, 096-789-5925

Email: sales@nipa.cloud

Website: <https://nipa.cloud/contact/sales>

Service Hours: Monday – Friday from 9 PM – 6 PM Bangkok time (8x5)

4.2 Technical Service Support (24/7)

Our Technical support will respond to any questions or tickets regarding incidents, service requests, changes, and problems received from customers. They will help you with technical advice and resolution or escalate your ticket to the relevant team who can help you with your issue. You can contact our technical support through the following channels:

Telephone: 02-639-7744 Ext. 111 or 08-6328-3030

Email: support@nipa.cloud

Ticket: <https://nipacloud.freshdesk.com>

Service Hours: Everyday, 24 hours (24x7)

4.3 Incident Management

The Incidents will be managed in order of their priority, from critical to low:

Priority	Target Response Time	Target Resolution Time
Critical	via phone, email and ticket: within 30 mins	4 hours
High		4 hours
Medium		8 hours
Low		12 hours

Definition

1. “Critical” or Security Incident refers to incidents that require immediate resolution as they prevent users from using the service and affects the confidentiality, integrity, and availability of mission-critical system such as unauthorized access, system hack, data loss, data leak, or else.

2. “High” refers to incidents that are vitally important and require immediate resolution as broad service users cannot perform mission-critical business.

3. “Medium” refers to incidents that interrupt critical components of the system performance affecting the usability of some functions and could probably have an efficiency impact on the business of some users. These incidents require to be corrected quickly.

4. “Low” refers to incidents that interrupt some system components affecting the operation of some non-critical functions of the individual user. These incidents require to be at regular intervals, with no immediate impact on the system.

4.4 Service Requests Management

Service Requests will be managed in order of their priority, from high to planned:

Priority	Target Response Time	Target Resolution Time
High	via phone, email and ticket: within 30 mins	24 hours
Medium		36 hours
Low		48 hours
Planned		following the plan

Definition

1. “High” means any service requests that concern with the critical part of your service usage and could probably cause damage. The requests shall be managed urgently due to the high impact.

2. “Medium” means any service requests that show the necessity of changing service/service details, checking on the service, or asking for helpful advice. The requests shall be managed properly.

3. “Low” means any service requests or questions asking for more service details. The requests shall be managed at regular intervals.

4. “Planned” means any service requests that cannot be completed within a short time, need a plan to implement such requests. The duration will vary according to the request and the plan.

4.5 Service Complaint

If Customer encounter any problems with service quality that does not meet the service standard written in this Service Level Agreement (SLA) or if you receive a negative Customer service experience from us, you can report complaints to us through complaints channels at the URL: <https://nipa.cloud/contact/complaint>.

5. Service Warranty

5.1 Service Availability (Guaranteed Service Uptime)

Nipa will guarantee the Availability of the Server at 95.0% guaranteed service uptime. Nevertheless, if the Uptime falls below the Guaranteed SLA, we will compensate for the downtime with Days of Service added after your end of Service term. The Days of Service Compensation Rate will be calculated and corresponded to Uptime Percent as below:

Uptime Percentage	Days of Service added after the end of the Service term
Lower than 99.982% to 99.0%	15 Days
Below 99.0% to 95.0%	30 Days
Below 95.0%	60 Days

This Service Level Agreement will only guarantee the extent to the service as set forth in section 2, excluding any events or problems caused by customer, its affiliates or agent authorized by a customer beyond our reasonable control. A Downtime due to these following reasons will not be count:

1. A Downtime caused by System maintenance which is already informed Customer of the exact schedule and chose to perform at the minimum impact.
2. A Downtime caused by a service suspension to resolve the emergency damaged hardware issues.
3. A Downtime caused by a scripting error, program error, or system attack resulting from a vulnerability in Customer system.
4. A Downtime caused by a customer's request to suspend the service.
5. A Downtime caused by the failure of CAT-Internet Data Center or Country's Telecommunication Network system.

6. Customer Obligation

6.1 Customer shall pay the service fee before bringing the device into Nipa IDC and using the service. In the following month, Customer shall pay the service fee before the expired date of the service. For instance, Customer may pay the November service fee by October 31.

6.2 Customer shall strictly comply with Thailand Computer-related Crime B.E.2560, applicable laws and regulations, our policies, terms and conditions concerning the service used in the present and the future.

6.3 Customer shall not use the service for BitTorrent, Camfrog, and Proxy/VPN services.

6.4 Customer shall not do any things that would affects the computer and its resources, such as an excessive CPU usage, or any program using that affect the operation of the system and other actions

that may cause negative effect. If Nipa detects such prohibit actions, Nipa will take an appropriate action and Customer will have no right to claim any damages from Nipa. Customer is still responsible for the service fees according to this Agreement.

6.5 Customer shall consent to the Management Application installation from Nipa to be able to manage and maintain Dedicated Server.

6.6 Customer shall maintain a privileged account such as root or administrator account. Customer shall manage and protect the data within the server, Nipa is not responsible for any problems happened with the data within the server.

6.7 Customer shall send a service request in written form to change or update personal information such as address, telephone number and e-mail address.

6.8 If customer requires a service cancellation, Customer will need to send a request to do so at least 1 month in advance before the service expired date. Customer must pay the rest of service fee to bring the server out and cancel other additional services.

6.9 For customer who requests a service cancellation or being suspended from Nipa, Customer is able to bring back the server from Nipa IDC at any time every day.

7. Terms and Conditions

7.1 Nipa will not access, user or store an application and customer data in an instance to ensure that there will be no unauthorized access to your data unless authorized by Customer in written form.

7.2 As Nipa comply with Thailand Computer-related Crime B.E.2560 and its amendment, we are not responsible or liable for the loss or damage arising from your action, and failure caused by circumstances beyond its reasonable control.

7.3 Nipa reserves the right to suspend the service and check the service usage in case that customer has an unusual amount of data transfer that adversely affects other customers in the Nipa IDC. Customer has no right to claim any loss or damages from Nipa and customer is still responsible for service fees arising out of this Agreement.

7.4 The Service Warranty under this agreement will guarantee only the system and service as set forth in section 2, not including any program or application customer operated to install.

7.5 Nipa shall help and support a service ticket following the criteria and duration as set forth in Sections 4.3 and 4.4 of this Agreement. Nipa reserves the right to close the ticket if a customer does not respond or loss the contact with us for a longer period than stated in this Agreement, which resulted in an inability to proceed until the end of the process. For instance, customer does not respond to the request for more information we need for the operation, or does not respond and check the result of resolving the incident or request, etc. In these cases,

we will notify you when a ticket is closed or resolved, you must resubmit the new ticket if you need additional support and help from the previous ticket.

7.6 Nipa reserves the right to suspend the service immediately without prior notice to Customer in the following events:

7.6.1 Customer is dead, or is a juristic person liquidating the business, or customer has been ordered by the court to seize the property or be receivership.

7.6.2 Force majeure occurred to Nipa.

7.6.3 Customer forged documents or information to request the service.

7.6.4 Customer uses the service illegally or improperly, or use the service contrary to this Agreement regardless of whether Nipa has notified or not.

7.6.5 Customer defaults on payment of service charges beyond the due date specified in the invoice twice in a row.

7.6.6 Nipa can prove that customer has used the service to earn benefits with the intention of not paying service charges.

7.6.7 Nipa has to maintain or modify the network used to provide the service.

7.7 Nipa is not responsible for any liability if the program or data on customer's server is changed, deleted, leaked, or damaged, regardless of any reason, Nipa is pleased to offer the help to trace and investigate to find the person who caused the damage to your application and data.

7.8 If Nips detects an unauthorized use of IP Address without notifying, Customer will be fined 500 baht per number. Using an unauthorized IP Address will cause problems for those who are using that IP Address or those who are authorized to use that IP Address in the future.

7.9 If Customer does not pay the service fee within 5 days from the due date, Nipa will disconnect the Lan cable first as a warning. Then, Nipa will shut down the server 1 day after that, until you pay for the overdue fee. After the payment, your service cycle will continue by including the day the server was disconnected.

7.10 If Customer terminates the service before the expiration date, Nipa reserves the right not to refund any prepaid service.

7.11 If Customer requests for an Add-On Service, or uses the Port, IP Address, Data Transfer and Disk Storage in an excess amount more than the amount Nipa had specified, Nipa will charge additional service fees according to the set rate.

7.12 In case the service is suspended and Customer requires to start using the service again, Nipa will charge a re-installation fee.

7.13 Software copyright provided by Nipa for all software on the server is the copyright of the company. Nipa does not allow Customer to bring any software to resell or to be used by others, regardless of whether the software has been modified or not.

7.14 Nipa does not have a duty to manage and maintain the software that Customer installs apart from those provided by the company. Nipa is not responsible for any problems happened to server resulted from the software installed by customer.

7.15 Nipa reserves the right not to be responsible for the loss of customer data in any case. Therefore, Customer shall always have at least 1 copy of data backup.

7.16 Nipa is only responsible for maintaining the operating system (OS) of the server. In case of software or script failure, Nipa reserves the right not to answer the question regarding the Script writing problems or else.

7.17 Nipa reserves the right to modify or make such changes, alterations or additions to Agreement as appropriate

8. Service Report

Dedicated Service service reports shall be delivered via email, post, or other channels as specified by Customer. The Service reports will depend mainly upon the request of a customer.