Public Cloud

Service Level Agreement

Public Cloud Service is a local public cloud that is researched, developed as well as operated by Nipa Technology Co., Ltd. The service is an IaaS (Infrastructure-as-a-Service) built with OpenStack offering users compute, storage, network, server resources, and other useful functions, together with a self-service portal from our software called Nipa Cloud Platform (NCP).

This Public Cloud 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 Public Cloud service and you or the entity you represent ("customer" "you" or "your").

1. Specific Terms

1.1 Service means Public Cloud 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 Infrastructure-as-a-Service (IaaS) means a type of Cloud Computing service that provides system infrastructure such as processing unit or compute, network and storage, to support the use of software and applications within a virtual machine.

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

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

1.6 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.

1.7 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.

1.8 Incident means an event that results in the 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.

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

1.10 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.

1.11 Every day means from Monday to Sunday including public holidays and any holidays following Cabinet resolution or Nipa's holidays.

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

1.13 Instance means a virtual machine created by customer.

1.14 Credit Top-up means to top up your money into Public Cloud system to be able to create and manage your instance.

2. Service Scope

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

2.1 Public Cloud service is an Infrastructure-as-a-Service (IaaS) that will provide an instance, compute, storage, and network resources following customer's requests.

2.2 After-sales service is the trouble-shooting and technical support service that cover these services as follows:

2.2.1 Instance issue advice and troubleshooting

2.2.2 Network issue advice and troubleshooting

2.2.3 Portal issue advice and troubleshooting

2.2.4 Credit and billing issues advice and troubleshooting

2.2.5 Marketplace issues advice and troubleshooting

2.2.6 Onsite backup and restore (Backup Snapshots every 7 days) 2 copies

2.2.7 NOC Support 24/7

2.2.8 Engineer, Sales, Accounting Support 8/5

3. Service Hours

3.1 Public Cloud Service Hours

Service	Time	Day
Nipa Cloud Platform	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 problems under this agreement. You can contact our sales support through the following channels:

Telephone: 02-107-8251 Ext. 413, 415, 416, 417, 419 or 08-6019-4000

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: 02-107-8251 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 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 Compute, Storage, and Network for ECO Tier Package at 95% guaranteed service uptime, meanwhile the Guaranteed Availability of Compute, Storage, and Network for General as well as High Memory Tier Package are at 99.9% guaranteed service uptime. (Customer can check Service status at the URL: https://status.nipa.cloud) 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 99.90% 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 the 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 the 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 must complete the required information on the registration page to create an account to use our service, and is responsible for the information provided to create the account and its password for your account security.

6.2 Customer is responsible for compliance with Thailand Computer-related Crime B.E.2560 and its amendment, applicable laws and regulations, our policies, standards, terms of service, and this agreement. You shall not act in any way that will bring harm or cause damages to us and the overall service. Nipa is not responsible for any liability arising from your failure to comply with this term.

6.3 Customer will promptly notify us of any irregularity with the service to prevent or mitigate damage that may occur to all customers and the company.

6.4 Customer data store in instance storage shall not be unlawful or against the laws or good morals of the public.

6.5 Customer shall have an amount of credit to keep the instance running. You shall top up the credit either by self-service or sales service when your account shows a low credit balance or no credit balance to continue using our service, otherwise, your instance will stop working.

7. Terms and Conditions

7.1 Nipa will protect an application and customer data stored or processed within Public Cloud system through URL: https://nipa.cloud following this agreement.

7.2 Nipa will not publish, dispense, or transfer an application and customer data to any third party unless authorized by the customer in written form.

7.3 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 the customer in written form.

7.4 As Nipa complies 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.

7.5 The notification email will be sent periodically to notify customer to top up the account as the account shows a low credit balance: 7 days, 5 days, 3 days, and 1 Day before the credit balance is insufficient to keep instance running. In case customer does not top up the account or fails to act as set forth in section 6.5, we may proceed to remove the instance or project or account without obtaining customer consent.

7.6 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.

7.7 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.

7.8 Nipa reserves the right to conduct security scanning or vulnerability assessment for systems operating within the cloud service to comply with our security policies and standards.

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

8. Service Report

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