

Service Level Agreement (SLA)
Public Cloud Service
NIPA Technology Co., Ltd.

The Public Cloud service is an online data storage service researched, developed, and provided by NIPA Technology Co., Ltd. It is a type of IaaS (Infrastructure-as-a-Service) that provides various technology resources such as compute, storage, and network. Additionally, it features a custom-designed cloud management system called NIPA Cloud Platform (NCP) based on the OpenStack framework.

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 temporarily unavailable to use.

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

1.7 Service Complaint means a complaint raised by customers to express dissatisfaction or disappointment of our products or services, 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 inquiry, request, or issue from customer created via nipacloud.freshdesk.com, by emailing support@nipa.cloud 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 add 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 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 24x7

2.2.8 Engineer, Sales, Accounting Support 8x5

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 & 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 (8x5)

Our sales support will provide any helpful advice or relevant information regarding our services 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. Our sales support can be reached 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 AM – 6 PM Bangkok time (8x5)

4.2 Technical Service Support (24x7)

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. Our technical support can be reached 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 service detail inquiry. 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, please voice your concerns to us through complaints channels at the URL: <https://nipa.cloud/contact/complaint>. We will gladly investigate the issue and contact you back for more information, if needed, in order to improve our product and service further.

5. Service Warranty

5.1 Service Availability and Service Level Agreement (SLA)

The service provider guarantees the availability of Compute, Storage, and Network. Customers can check service status at <https://status.nipa.cloud>. The Service Level Agreement (SLA) for Compute, Storage, and Network covers only the infrastructure provided and managed by Nipa Cloud, excluding software or applications installed by users. The SLA is divided into two levels:

- **Instance-Level SLA:** Covers the service availability of Compute, Storage, and Network for individual instances.
- **Multi-Availability Zone (Multi-AZ) SLA:** Covers the service availability of Compute, Storage, and Network deployed simultaneously across multiple Availability Zones (AZs).

5.1.1 Instance-Level SLA

There are two service types under this SLA:

5.1.1.1 For Customers Using All-Purpose and Compute-Intensive Compute Instances

The service level ensures a minimum monthly uptime of 99.5% per instance during any billing cycle.

If uptime falls below the guaranteed level, users will receive service credits as follows:

Uptime Percentage	Service Credit
Less than 99.5% to 99.0%	10%
Less than 99.0%	30%

5.1.1.2 For users of Shared-Core Compute Instances:

The service level is defined by a minimum monthly uptime percentage of 99.0% for each instance within any given billing cycle. If uptime falls below the specified level, service credits will be provided as follows:

Uptime Percentage	Service Credit
Less than 99.0% to 95.0%	10%
Less than 95.0%	30%

5.1.2 Multi-Availability Zone (Multi-AZ) SLA

For users of All-Purpose Compute Instances and Compute Intensive Instances deployed across two or more AZs, the service level is defined by a minimum monthly uptime percentage of 99.95% for each instance within any given billing cycle. If the NIPA Compute Instances do not meet the Multi-AZ SLA, service credits will be provided as follows:

Uptime Percentage	Service Credit
Less than 99.95% to 99.0%	10%
Less than 99.0%	30%

5.2 Service Credit Service

Credit is a form of compensation or discount provided to users in cases of service errors or delays. If service disruptions or technical issues prevent users from receiving the expected service, the provider will grant Service Credits as compensation. These credits will be applied as discounts on the next month's billing. Service Credits are calculated based on actual usage costs (pay-as-you-go) in the affected month and apply only to instances impacted by the service disruption.

5.3 Service Credit Request and Payment Process

To request Service Credit, users must submit a claim by opening a case at support@nipa.cloud. Claims can be made under either Instance-Level SLA or Multi-Availability Zone SLA, but they cannot be combined for individual compute, storage, or network instances. Service Credit requests must be submitted within the second billing cycle following the incident and must include the following information:

5.3.1 Instance-Level SLA Credit Request:

- **Subject:** "Compute SLA Credit Request – Instance-Level Claim"
- **Email Content:**

- Date, time, and affected AZ for each incident being claimed.
- Instance ID, Instance Name, or relevant resource details of the affected instance.
- User records and any other necessary information to verify the reported service disruption.

5.3.2 Multi-Availability Zone SLA Credit Request:

- **Subject:** "Compute SLA Credit Request – Multi-Availability Zone Claim"
- **Email Content:**
 - Date, time, and affected AZ for each incident being claimed.
 - Instance ID, Instance Name, or relevant resource details of the affected instance.
 - User records and any other necessary information to verify the reported service disruption.

If a claim under Instance-Level SLA or Multi-Availability Zone SLA is validated by the provider, the Service Credit will be issued within one billing cycle following the month the claim was confirmed. Failure to provide the requested information will result in the user being ineligible for Service Credit, unless otherwise specified in this SLA. This SLA outlines the exclusive remedies available to users and the specific obligations of NIPA Cloud regarding service unavailability, non-compliance, or other service failures.

5.4 SLA Exclusions

Instance-Level SLA and Multi-Availability Zone SLA do not apply in the following situations, whether directly or indirectly.

- (1) Factors beyond the service provider's control, such as force majeure, internet access issues, or problems outside the Compute Instance boundary.
- (2) Actions or inactions by users, including refusal to accept recovery volumes, failure to restore data or systems, or failure to respond to resource status concerns.
- (3) Issues caused by user-owned hardware, software, or technology.
- (4) Service suspension or termination based on contract terms.
- (5) Downtime due to scheduled system maintenance, which will be announced in advance and performed at the least disruptive time.
- (6) Downtime caused by urgent replacement of damaged hardware.

- (7) Downtime due to user script or program errors or security vulnerabilities exploited in the user's system.
- (8) Downtime caused by user-requested operations.
- (9) Downtime resulting from failures of core systems at the data center (IDC) or national telecommunications infrastructure.

If service availability is affected by factors not covered by the SLA, the service provider may, at its discretion, issue Service Credits.

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. If 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 contact with us for a longer period than stated in this Agreement, which resulted in an inability to proceed e.g. customer does not respond to the request for more information we need for the operation, or does not feedback the result of our resolution attempt of the incident or request, etc. In these cases, we will notify you when a ticket is closed or resolved. If you still need additional support and help on the same matter, you must submit a new 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

Users can monitor their Compute, Network, and Storage usage via <https://space.nipa.cloud/> based on their access permissions, which are defined by the users themselves for each instance.