

## Co-location Service Level Agreement

Co-location Service means the service of renting space for the servers and other computing hardware at a third-party provider's data center facility.

This "Colocation 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 Colocation 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 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](http://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 a server rack space, and network in Nipa Internet Data Center (IDC) following Customer’s requests (including electricity).

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 as follows:

## 3. Service Hours

### 3.1 Co-location Service Hour

Service	Time	Day
Server Installation/Uninstallation, 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 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](mailto: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 (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 or escalate your ticket to the relevant teams 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](mailto:support@nipa.cloud)

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

Service Hours (hrs.): 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:

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 Nipa Internet Data Center at 99.982% guaranteed service uptime, and the Guaranteed Availability of Network is at 99.90%. 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 To use the Co-location room and enter the CAT Telecom building, Customer shall comply strictly with the building's rules. Plus, to use the Co-location room and enter Nipa IDC, Customer shall fill in an application form provided by Nipa and bring an evidence such as your identification card, passport or driving license to Nipa to verify your identity.

6.2 To bring the device into or out of the Nipa IDC area, a Customer will need to fill a device-entering form provided by Nipa every time. Nipa reserves the right to prohibit Customer from bringing the out of Nipa IDC area, if Customer still has outstanding arrears with the company.

6.3 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.

6.4 Customer shall bring a server with appropriate specifications as stated in the quotation and can operate and connect to a network in Nipa IDC.

6.5 Customer can access the service area of Nipa IDC not more than 10 people at a time, all Customers shall give their name, last name, and ID card number in written form at least 1 day in advance before entering the IDC room.

6.6 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.

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

6.8 If Customer requires to change or cancel using an IP Address, Customer will need to send a service request to Nipa at least 1 day in advance for the company to examine the IP Address before returning from Customer. If Nipa detects that there're any problems with the IP Address, Customer may need to fix it before changing or cancelling the IP Address. To change the IP Address, Customer may require to pay the processing fee according to the set price.

6.9 In case Nipa allows Customer to proceed as outlined in section 6.8, Customer may not be able to request another IP Address within 30 days.

6.10 Customer shall not install any equipment or device that may bring harm or cause damages to Nipa and the overall service. The equipment must be installed only in the area Nipa had provided for Customer. Customer will be liable to pay for the loss (if any) arising out of any damage caused by Customer.

6.11 The Blade Server installation can be processed for Customer who rents a 1/2 Rack or Full Rack only.

6.12 Customer can connect to the Nipa IDC network by using a private network. For instance, using Gigabit Internet, Lease Line, Frame Relay, ATM, E1, or other circuits including Proxy and VPN to connect to the internet via Nipa IDC. By doing so, Customer must pay the connecting fee according to the set price.

6.13 Customer shall not connect any cable link between the server racks. If Customer needs to do so, you will need to send a service request to Nipa for a consideration and Customer must pay the connecting fee according to the set price.

6.14 Customer shall not remove or modify the server rack components.

6.15 Customers are responsible for the server maintenance and are agree that Nipa is not liable to Customer if the server is damage due to force majeure or incidents beyond our reasonable control.

6.16 Customer may request Nipa IDC staff to reboot or switch on/off your server not more than 3 times a day. Customer will need to send a service request to Nipa in written form giving your IP address or server serial number and clarify the request details. Nipa IDC staff will not reboot or switch on/off your server before receiving a written request from Customer.

6.17 If Nipa detects that Customer has set or used an IP Address that is not allocated by Nipa, resulted in affecting Nipa's network, Nipa will act following these steps:

6.17.1 Nipa will block any network ports that are in use with that IP address immediately after the detection.

6.17.2 If Nipa detects this issue a second time within 6 months, Nipa reserves the right to terminate the service to Customer.

6.18 In case of interruption or problems from using the service, Customer who has the authority must inform Nipa as soon as possible by addressing the IP address or Serial of the server with relevant details.

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

6.20 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.

6.21 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 The following service are not considered to be the primary service included in service scope. Customer must pay the service fee according to the set price.

7.6.1 Moving and changing Network port cable between the server racks

7.6.2 Moving the server rack.

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

7.7.1 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.

7.7.2 Force majeure occurred to Nipa.

7.7.3 Customer forged documents or information to request the service.

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

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

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

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

7.8 During the suspension of the Service, Nipa reserves the right to collect the charges and Service Fees under this Agreement, unless the suspension of the Service has not resulted from fault of Customer.

7.9 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.

7.10 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.

7.11 If Customer fails to renew the service for 3 consecutive months, Nipa will cancel your service.

7.12 If Customer has already requested a service cancellation, but does not pick up your server back within 30 days from the last day of payment, Nipa will charge an additional fee. Nipa also does not guarantee the loss of your server, If Customer still does not request a return of the server within 6 months.

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



7.14 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.

7.15 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.

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

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

## **8. Service Report**

Co-location 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.