SERVICE LEVEL AGREEMENT

FOR PROVISION OF VIRTUAL PRIVATE SERVER

1. Purpose and scope of the document

The objective of this "Service Level Agreement" (hereinafter "SLA" for short) is to define the reference parameters for the provision of the RapidCloud Virtual Private Server service (hereinafter "Service" for short) and for monitoring the level of quality actually provided. The objective of the SLA is also to define the rules of interaction between RapidCloud and the Customer. This SLA is an integral part of the Contract completed between RapidCloud and the Customer with the rules laid down in RapidCloud Web Services Agreement and RapidCloud Acceptable Use Policy. This SLA applies separately to each Customer and for each Contract.

2. Validity and duration of the SLA

a) modifications or replacements of the SLA
This SLA shall enter into force for an indefinite period of time for each Customer after the conclusion of each Contract and shall end with the termination of the Contract to which it relates. RapidCloud reserves the right to change or replace it several times during the course of the Contract and at any time.

b) replacement of the previous one
shall always enter into force for an indefinite period of time or until the next change or replacement, from the date of their publication on the website www.webhosting.com.my;

However, in this case the Customer shall be given the opportunity to withdraw from the contract according to the rules laid down in contract within thirty days of the date of publication of the change and/or the replacement of the SLA. In the event of a withdrawal by the Customer the rules laid down in the Termination clause of the Web Services Agreement.

3. SLA for operational functionality

3.1. RapidCloud will make every reasonable effort to ensure maximum availability of the virtual infrastructure created and allocated by the Customer and, at the same time, the observance of the following operational functionality parameters:

a) Resources of the Data Center via which the Service is provided:

- 100% uptime on an annual basis for electricity and/or air conditioning;

- the switching off of the virtual infrastructure created and allocated by the Customer caused by a general lack of the power supply and/or air conditioning is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due Service Credit determined in accordance with Article 6. of this SLA;

- 99.9% uptime on an annual basis and accessibility via the Internet to the virtual infrastructure created and allocated by the Customer;

- the complete inaccessibility via the Internet to the virtual infrastructure created and allocated by the Customer for a total time longer than that determined by the Uptime guaranteed parameter by RapidCloud is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due Service Credit according to Article 6. of this SLA.

b) Virtual infrastructure created and allocated by the Customer:

- 99.9% uptime on an annual basis, for the availability of physical nodes (servers) hosting the virtual infrastructure;

- the failure of the virtual infrastructure created and allocated by the Customer

- for a total time longer than that determined by the Uptime guaranteed parameter by RapidCloud - caused by failures and/or anomalies of the afore-mentioned physical nodes is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due Service Credit according to Article 6. of this SLA.

4. Planned maintenance

4.1. Time for planned maintenance is not counted in the Uptime calculation. Planned maintenance concerns activities regularly carried out by RapidCloud to maintain the functionality of the Data Center resources by means of which the Service and the physical nodes that host the virtual infrastructure is provided; both ordinary and extraordinary.

4.2. The implementation of the maintenance operations will be communicated to the Customer by RapidCloud with at least 24 hours notice by email sent to the email address indicated in the order phase. RapidCloud is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Customer's virtual infrastructure.

5. Detecting failures and/or faults

5.1. Any failures and/or faults of the resources of the Data Center by means of which the Service or the physical nodes that host the virtual infrastructure created and allocated by the Customer is provided, shall be reported by the Customer by opening a ticket with RapidCloud support service, however, only malfunctions also confirmed by RapidCloud's monitoring system will be taken into consideration.

5.2. Failures or faults can be reported by the Customer to the RapidCloud support service 24 hours a day. Any reports received will be promptly forwarded to the technical support strictly respecting the chronological order of receipt.

5.3. Monitoring by RapidCloud is carried out using specific software packages that detect and indicate any failures or faults by notifying the support service which operates 24/7, 365 days a year in real-time.

![RapidCloud logo]

6. Service Credits

6.1 Failure to meet the Service Level will entitle the Customer to the following Service Credits

Service Availability (x)	Applicable Service Credits (% Of Monthly Fee)
Where x > 99.9%	None
99.9% ☐ x ☐ 99.0%	5 %
Where x ☐ 99.0%	10 %

a) The maximum sum of all Service Credits applied in a single calendar year shall be no more than the aggregate of two (2) month's Service Fees (excluding any set-up fees, fees payable for hardware, and other virtual equipment) payable.

b) Calculations for Service Credits;

$$\% \text{ Service Availability} = \frac{(\text{Total Services Available Hours}) - (\text{Sum of Service Unavailable Hours})}{\text{Total Service Available Hours}} \times 100\%$$

6.2   SLA applicability limits

Listed below are the conditions in the presence of which, despite the occurrence of any malfunction, the Customer is not due any compensation provided by the SLA:

-    Failure of any Customer or third party components both within and outside RapidCloud's Data Center;

-    Scheduled or routine maintenance or reconfiguration of the Network or RapidCloud equipment, including without limitation :

   a)   Maintenance by local public telecommunications and telegraph service provider (PTT) on access circuits between Datacentre and the Customer's sites;

   b)   Maintenance (hardware or software) made on a local Datacentre node or on the virtual infrastructureof Customer's Virtual Private services;

   c)   Maintenance (software) made globally on Datacentre Network;

-    due to a Force Majeure, i.e. events that, objectively, would prevent RapidCloud's staff from intervening to perform the tasks set out by the Contract which are RapidCloud's responsibility (merely by way of example and not exhaustive: strikes and demonstrations which block communication routes; road accidents; wars and acts of terrorism, natural disasters such as flooding, storms, hurricanes, etc.);

- extraordinary interventions to be carried out urgently at the sole discretion of RapidCloud to avoid hazards to safety and/or stability and/or confidentiality and/or integrity of the virtual infrastructure created and allocated by the Customer and the data and/or information contained therein. Any execution of these measures will be communicated to the Customer via email sent to the email address provided when ordering with less than 24 hours notice, or at the start of the operations in question or in any case, as soon as possible;

- unavailability or blocks of the virtual infrastructure created and allocated by the Customer due to:

    a) incorrect use, incorrect configuration or shut-down commands, voluntarily or involuntarily performed by the customer;

    b) faults and malfunctions of application/management software provided by third parties;

    d) non-fulfilment or breach of Contract due to the Customer;

    a) fault or malfunction of the Service, or their failure or delayed removal or elimination due to non-fulfilment or breach of Contract by the Customer or to an abuse of the Service by the Customer;

- failure by the virtual infrastructure to connect to the public network voluntarily, or due to the Customer;

- causes that lead to total or partial inaccessibility of the virtual infrastructure created and allocated by the Customer due to faults in the Internet network beyond RapidCloud's perimeter, and therefore beyond its control (merely by way of example, failures or problems).

- Service failures that are restored through the operation of an alternate VPS provisioned within 4 hours from the reported failure by the Customer to our support service.

6.3. To be awarded the credit the Customer must contact the RapidCloud Support Service by opening a ticket within 10 days from the end of the Malfunction. Service Credits awarded by RapidCloud will only be issued by crediting the amount for future billing of the same VPS services.

6.4. The Customer agrees and accepts that in case of purchase of a VPS Service, he/she shall not be entitled to any other refunds from RapidCloud for the period of Service inactivity except for the Service Credit referred to in the previous paragraph 6.1.

7. **General Terms**

7.1 The Parties agree that only measurements carried out by RapidCloud shall be used for the calculation of service levels, and any report of findings thereof shall be conclusive evidence of the actual service levels of the Service.

7.2 The Service Level shall not apply during any trial period of the Service, and this SLA does not come into effect until after the end of the first month of the Service has been provided.

7.3 Unreported Service will not be counted as unavailable Service.

7.4 Except for the Compensation in accordance with this SLA for failing to meet the Service Level, RapidCloud shall **not** be liable to the Customer or any person claiming through the Customer for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, including but not limited to, loss of profits or business and irrespective of whether the claim arises in contract, tort (including negligence of RapidCloud, its employees or agents), or otherwise.

7.5 Termination of the Service or any part thereof shall be without prejudice to all the Customer's accrued liabilities. The Customer shall be responsible for any charges associated with the termination of the Services.

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