

GENERAL SERVICE LEVEL AGREEMENT- EXABYTES

This Service Level Agreement (“SLA”) governs the use of Exabytes’ products and services, and this SLA shall be read together with the Terms of Services of Exabytes.

The Service Level is not met if the uptime percentage of the service is less than the Service Level mentioned in Part I below.

If the Service Level is not met and customers are in compliant with the Agreement, Customers will be eligible to claim for Service Credits in accordance with Part IV of this SLA subject to Part III of this SLA.

Part I: Service Level

SERVICES	PRODUCTS	SERVICE LEVEL
Hosting	Business Web Hosting	Exabytes agrees to use commercially reasonable effort provide a 99.5% Server Uptime in each calendar month to the customers
	WordPress Hosting	
	cPanel Web Hosting	
	Windows Web Hosting	
Server	Dedicated Server	Exabytes agrees to use commercially reasonable effort to provide a 99.9% Server Uptime in each calendar month to the customers.
	Dedicated Email Server	
VPS	Windows VPS	Exabytes agrees to use commercially reasonable effort provide a 99.9% Server Uptime in each calendar month to the customers.
	VPS Hosting (Linux)	Exabytes agrees to use commercially reasonable effort provide a 99.9% Server Uptime in each calendar month to the customers.
Cloud	VMware Cloud (EVC)	Exabytes agrees to use commercially reasonable effort to ensure a 99.9% Server Uptime in each calendar month to the customers.
Others	Colocation	Exabytes agrees to use commercially reasonable effort to ensure a 99.9% Network Uptime in each calendar month and 99.99% Infrastructure Availability in each calendar year to the customers. Infrastructure availability include power, temperature, humidity, etc.
	Back-Up	Generally, back-up is non-guaranteed, and it is ultimately the responsible of the customer of their data, and subject to the back-up services subscribed by the customer from Exabytes. For any backup subscription, Exabytes agrees to use commercially reasonable effort to ensure a 99.9% Backup Service Uptime in each calendar month to the customers.

Part II: Service Response

Exabytes’ response time may be varied from minutes to hours subject to the nature of the services. The team will response to the customer’s requests or issues on our services/products as soon as we could, and subject to the average response time of not more than four (4) hours.

Part III: Exceptions

1. Customer shall not receive any credits in connection with any failure or deficiency of the service level caused by or associated with:
 - 1) Circumstances beyond our reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, terrorism, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.
 - 2) Failure of access circuits to our network, unless such failure is caused solely by Exabytes.
 - 3) Scheduled maintenance and emergency maintenance and upgrades.
 - 4) DNS issues outside the direct control of Exabytes.
 - 5) Issues with FTP, POP, IMAP, or SMTP customer access.
 - 6) False SLA breaches reported as a result of outages or errors of any Exabytes measurement system;
 - 7) Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, wilful misconduct, or use of the Services in breach of our Terms of Service Policy.
 - 8) Email or webmail delivery and transmission.
 - 9) DNS (Domain Name Server) Propagation.
 - 10) Any failure of customer's devices or equipment.
 - 11) Any failure of customer to comply with the policy and/or instructions of Exabytes in using the services.
 - 12) Any failure of services caused by any third party including the service partner of Exabytes.
 - 13) Outages elsewhere on the Internet that hinder access to your account. Exabytes is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Exabytes will guarantee only those areas considered under the control of Exabytes: our server links to the Internet, our routers, and our servers.
2. Free Services. For the avoidance of doubt, any services provided free of charge, including but not limited to Free DNS Services, are provided on an "as-is" and "as-available" basis without any warranties, representations, or conditions of any kind, whether express or implied. The Customer acknowledges and agrees that such services are provided solely at the Customer's discretion and risk, and the Customer shall not be entitled to any Service Credits, refunds, compensation, or other remedies in the event of any interruption, error, or failure in connection with such services.

Part IV: Service Credits

Customer shall be entitled to the Outage Event Credit ("OEC") in the form of a credit against future bill of amounts payable by customer for the provision of the service. Customer is entitled with the OEC of one (1) day's service charges for every one percentage (1%) of service level missed, subject to a maximum claim of 50% of the services charges.

Customer shall submit all claims for OEC by email to billing@exabytes.my within three (3) business days after the Exabytes service is available again following the server or network downtime in question. If customers fail to submit the claims within the said three (3) business days, Exabytes reserves the right to reject the claims without any reasons.

Illustration:

Total Days in a Month	30
Total Hour of Downtime in Month	48hrs
Uptime %	$100\% - (48\text{hrs} / (30 \times 24\text{hrs})) = 100\% - 6.66\% = 93.34\%$
Hosting Fee (Yearly)	RM200/year
Hosting Fee (Daily)	$\text{RM}200/365 = \text{RM}0.548$
93.34% of uptime entitle customer OEC credit of 7 days service charges	$\text{RM}0.548 \times 7 = \text{RM}3.836$

The claims submitted by customers must contain the following particulars of information:

- Submission by primary contact email address of the service subscription;
- Name;
- Subscription ID/ Domain Name/ Server name;
- Date and approximate period of downtime: and
- Unavailability information.

Any claims submitted without any of the particulars of information above shall be treated as incomplete and Exabytes has the right to reject such claims.

For the avoidance of doubt, no Service Credits, refunds, or compensation shall be available in respect of any services provided free of charge as set out in Part III: Exception Clause 2 above.

Part V: Definition

Availability	Means the percentage of times when the services or systems are available. Calculation of the percentage of Availability: $\% \text{ of Availability} = \text{Uptime} / (\text{total day} \times \text{total hours}) \times 100$
Downtime	Means when an IT system or device is not operational and available. $\text{Downtime} = (\text{total day} \times \text{total hours}) - \text{total uptime}$
Infrastructure Availability	Means the probability when the facilities and systems are operational. Infrastructure include: a) Electrical and power, will be available 99.99 of the time measured over any period of 12 months; b) Over a 24 hours period at 100% load, an average ambient temperature in the Data Centre of 22°C +/- 3 °C and a humidity level of 50% RH +/- 10% shall be maintained at not less than 99.99% of the time, measured over any period of 12 months. Ambient temperature shall be measured using only Data Centre installed and operated sensors.
Network uptime	Means when a network is operational and running as usual.
Server Uptime	Means when a server is accessible from the internet and operational.
Backup Uptime	Means when the backup data is operational and ready for recovering and restoration.
Uptime	Means when an IT system or device is operational. $\text{Uptime} = (\text{total day} \times \text{total hours}) - \text{downtime}$

Part V. Modification

Exabytes reserves the right to amend, modify, or revise this SLA at any time. Any such amendment, modification, or revision shall take effect immediately upon publication on Exabytes' official website.

Part VI. Scope

This SLA does not apply to customised or non-standard services. Customers are advised to obtain further clarification from their respective Sales or Account Manager.

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