

## GENERAL SERVICE LEVEL AGREEMENT- EXABYTES

This General Service Level Agreement (“SLA”) governs the use of Exabytes’ products and services, and this SLA shall be read together with the Terms of Service 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	<b>Prior to v16:</b> Exabytes agrees to use commercially reasonable efforts to provide <b>99.5% Server Uptime</b> in each calendar month to customers.
	WordPress Hosting	
	cPanel Web Hosting	<b>v16 onwards:</b> Exabytes agrees to use commercially reasonable efforts to provide <b>99.9% Server Uptime</b> in each calendar month to customers.
	Windows Web Hosting	Exabytes agrees to use commercially reasonable efforts to provide a <b>99.5% Server Uptime</b> in each calendar month to customers.
Server	Dedicated Server	Exabytes agrees to use commercially reasonable effort to provide a <b>99.9% Server Uptime</b> in each calendar month to the customers.
	Dedicated Email Server	
VPS	Windows VPS	Exabytes agrees to use commercially reasonable effort provide a <b>99.9% Server Uptime</b> in each calendar month to the customers.
	VPS Hosting (Linux)	Exabytes agrees to use commercially reasonable effort provide a <b>99.9% Server Uptime</b> in each calendar month to the customers.
Cloud	Exabytes Vision Cloud (EVC)	Exabytes agrees to use commercially reasonable effort to ensure a <b>99.9% Server Uptime</b> in each calendar month to the customers.
Others	Colocation	<p>Exabytes Network Sdn. Bhd. and/or its affiliated entity in Singapore and Indonesia (collectively “Exabytes”) shall use commercially reasonable efforts to maintain <b>99.9% Infrastructure Uptime of its own infrastructure</b> each calendar month and <b>99.99% Infrastructure Availability</b> each calendar year for colocation services. For the purposes of this clause, Infrastructure includes power supply, environmental controls (temperature and humidity), internal network systems, and other systems reasonably necessary for the operation of the data centre.</p> <p><b>Exclusions</b> The uptime commitment does not apply to any downtime or unavailability caused by:</p> <ol style="list-style-type: none"> <li>a. Events beyond Exabytes’ reasonable control, including but not limited to natural disasters, acts of government, labor disputes, or force majeure events;</li> </ol>

		<p>b. Failures or interruptions in upstream service providers, internet service providers, or third-party networks;</p> <p>c. Customer-managed equipment or software; or</p> <p>d. Scheduled maintenance provided that Exabytes gives reasonable prior notice.</p> <p>To the maximum extent permitted under applicable law (including the laws of Malaysia, Singapore, and Indonesia), Exabytes' liability arising out of or in connection with any downtime or service unavailability shall be strictly limited to the remedies expressly set out in this SLA.</p> <p>Exabytes shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary losses or damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of goodwill, or loss of data, arising out of or relating to any downtime or service unavailability, whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.</p> <p>Nothing in this SLA shall exclude or limit any liability which cannot be excluded or limited under applicable law, including but not limited to liability for fraud, wilful misconduct, or gross negligence, or any mandatory statutory rights of customers under the laws of Malaysia, Singapore, or Indonesia.</p>
	Back-Up	<p>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.</p> <p>For any backup subscription, Exabytes agrees to use commercially reasonable effort to ensure a <b>99.9% Backup Service Uptime</b> in each calendar month to the customers.</p>
	<b>Third-Party Services</b>	<p>Where the services depend on, integrate with, or utilise third-party services, platforms, infrastructure, solutions or applications ("<b>Third-Party Services</b>"), the availability, performance, and service levels of such Third-Party Services shall be governed solely by the applicable terms and service level commitments of the relevant third-party providers, as may be updated from time to time.</p> <p>Exabytes does not control Third-Party Services and shall not be responsible or liable for any failure, interruption, delay, degradation, suspension, modification, or unavailability of Third-Party Services, whether in whole or in part.</p> <p>Any service levels, uptime commitments, or service credits under this Agreement shall not apply to, and shall expressly exclude, any downtime or performance issues caused directly or indirectly by Third-Party Services.</p>

**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.
  - 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; or
  - 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 an Outage Event Credit ("**OEC**"), which shall be provided in the form of a credit against future invoices payable by the Customer for the services. The OEC shall be calculated based on the actual Service availability during the relevant billing period. Where the actual Service Availability falls below the applicable Service Availability commitment specified in Part 1 ("**Applicable Service Level**"), the Customer shall be entitled to an OEC equivalent to one (1) day's monthly Service Charges for every one percent (1%) by which the actual Service Availability falls below the Applicable Service Level ("**Service Level Missed**"), subject always to a maximum aggregate OEC of fifty percent (50%) of the applicable monthly Service Charges.

For the avoidance of doubt, the Service Level Missed shall be calculated as follows:

**Service Level Missed = Applicable Service Level – Actual Service Availability**

where "Applicable Service Level" means the Service Availability commitment of 99.9% or 99.5%, as applicable to the relevant Service and as specified in Part 1.

Customer shall submit all claims for OEC by email to [billing@exabytes.my](mailto: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 %	Applicable Service Level (99.9% / 99.5%, as applicable) – (48hrs / (30 × 24hrs)) = Applicable Service Level – 6.66% = 93.33%
Hosting Fee (Yearly)	RM200/year
Hosting Fee (Daily)	RM200/365 = RM0.548
OEC Illustration	Where Service Availability falls below the Applicable Service Level (99.9% / 99.5%), the Customer shall be entitled to Outage Event Credit.
Credit Calculation (7 days service charges)	RM0.548 x 7 = RM3.84

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**

<b>Availability</b>	Means the percentage of times when the services or systems are available.  Calculation of the percentage of Availability: % of Availability = Uptime/ (total day x total hours) x 100
<b>Downtime</b>	Means when an IT system or device is not operational and available.  Downtime = (total day x total hours) – total uptime
<b>Infrastructure Availability</b>	Means the probability when the facilities and systems are operational.  Infrastructure includes: a) Electrical and power systems, which are intended to be highly available and are dependent on third-party data centre facilities. Availability shall be aligned with the applicable service levels provided by such third-party data centre operators; 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.
<b>Infrastructure Uptime</b>	Refers to the availability and proper functioning of the underlying infrastructure that supports Exabytes’ services, including servers, power systems, cooling systems, environmental controls (temperature and humidity), and internal systems reasonably necessary for the operation of the data centre.
<b>Server Uptime</b>	Means when a server is accessible from the internet and operational.

<b>Backup Uptime</b>	Means when the backup data is operational and ready for recovering and restoration.
<b>Uptime</b>	Means when an IT system or device is operational. Uptime = (total day x total hours) – downtime

#### **Part VI. Modification**

Exabytes reserves the right to amend, modify, or revise this SLA at any time. Any such amendment, modification, or revision shall become effective upon publication on Exabytes' official website or on such later date as may be specified therein. Exabytes may, at its discretion, provide prior notice of any material amendments through email or other reasonable communication channels. Continued use of the services after the effective date of the amendment shall constitute acceptance of the revised SLA.

#### **Part VII. 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.

[End]