

SERVICE LEVEL AGREEMENT (SLA)

ver 1.02

i-Tech Network Solutions Sdn Bhd (“i-Tech”) is committed to providing the highest quality data centre services to its customers. The following guarantees are part of such commitment and demonstrate i-Tech’s willingness to stand behind our internal processes, our network and the quality of our service, as described below. The following guarantees are available to eligible Data Centre customers (“Customers”) defined as customers receiving co-location services within the physical confines of SAFEHOUSE data centre. The following guarantees are only applicable to those services originating within the data centre and do not apply to any additional or external services that customers may receive.

Section 1 : Availability Guarantees

A. Hardware Availability

i-Tech guarantees that all i-Tech owned hardware operated and maintained on behalf of Customer will be operational at least 99.9% of the time in each calendar month for standard data centre service. Upon receiving a service credit request, i-Tech will calculate the duration of any hardware unavailability to customer. See **section 6** hereof for the service claim process.

B. Power Availability

i-Tech guarantees to supply contracted AC Power to customer’s service at least 99.9% of the time in each calendar month. Upon receiving a service credit request, i-Tech will calculate the duration of any Power unavailability to customer. See **section 6** hereof for the service claim process.

C. SAFEHOUSE Data Centre Availability

i-Tech guarantees to supply customers with SAFEHOUSE data centre network connectivity at least 99.9% of the time in each calendar month. Data centre connectivity shall mean the connection provided by i-Tech from the customer’s demarcation point, but not including customer’s equipment, through the SAFEHOUSE data centre network up to SAFEHOUSE’s backbone network demarcation point. Upon receiving a service request, i-Tech will calculate the duration of the data centre connectivity unavailability to customer. See **section 6** hereof for the service claim process.

D. Backbone Network Availability

i-Tech guarantees at least 99.9% SAFEHOUSE backbone network uptime in each calendar month. Backbone network unavailability shall mean the failure of the SAFEHOUSE backbone network, for reasons not involving SAFEHOUSE data centre network availability guarantee, resulting in customer’s equipment being unable to connect to SAFEHOUSE’s backbone network. Upon receiving a service credit request, i-Tech will calculate the duration of SAFEHOUSE backbone network unavailability to customer. See **section 6** hereof for the service claim process.

E. Service Credit for Unavailability

For each calendar month, if customer experiences availability of SAFEHOUSE's infrastructure below the committed availability service of 99.9% customer will receive a service credit. The amount of service credit that may be granted, upon compliance by customer with the procedures herein, shall be:

- a. Unavailability equal to or greater than (40) forty minutes, but less than four (4) hours, in a calendar month: one (1) day service credit
- b. Unavailability equal to or greater than (4) four hours, but less than eight (8) hours, in a calendar month: one (1) week service credit
- c. Unavailability equal to or greater than (8) eight hours in a calendar month: two (2) weeks service credit

Service Credits are calculated according to number of days in affected month. The monthly designated fee is defined as the total monthly invoiced amount for the affected i-Tech co-location services.

Section 2: Outage Notification Guarantee. I-Tech guarantees that it shall contact customer's technical contact, either by telephone or by email to the telephone number or email address, respectively, provided in writing to i-Tech, within one (1) hour after the occurrence of any unavailability affecting any availability guarantee that results in complete downtime for such customer. If i-Tech fails to contact customer within one (1) hour of the occurrence of such unavailability, customer will, upon compliance with the procedures herein, be eligible to receive a one (1) day service credit. See section 6 hereof for the service claim process.

Section 3: Internet Latency Guarantee. I-Tech guarantees an average monthly transmission rate of 60 milliseconds or less to at least one of i-Tech's upstream Internet providers' or peers' BGP interfaces. I-Tech measures Internet latency to i-Tech's upstream Internet providers' or peers' BGP interface at approximately five (5) minutes intervals and calculates the average at the end of each calendar month. Any customer who experiences average internet latency to at least one of i-Tech's upstream Internet providers' or peers' BGP interfaces in excess of 70 milliseconds as so calculated for any calendar month will, upon compliance with the procedures herein,

- Average internet latency in excess of 60 milliseconds for any calendar month: one (1) week service credit
- Average internet latency in excess of 60 milliseconds in each of two (2) consecutive calendar months: one (1) month service credit

Section 4: Packet Loss Guarantee. I-Tech guarantees that packet loss shall be not more than one percent (1%) on SAFEHOUSE's data centre network or backbone network during any calendar month. I-Tech measures packet loss on SAFEHOUSE's backbone network approximately five (5) minute intervals and calculates the average at the end of each calendar month. Any customer who experiences a packet loss on SAFEHOUSE's backbone network in excess of one percent (1%) as so

calculated for any calendar month will, upon compliance with the procedures herein, be eligible to receive a one (1) day service credit. See **section 6** hereof for the service claim process.

Section 5: Definitions. “*Monthly recurring charge*” shall mean the monthly fee for customer’s data centre service charged by i-Tech for the month in which the event giving rise to the claim service credit occurs.

“*SAFEHOUSE backbone network*” shall mean the telecommunications network and network components, including points of presence, from i-Tech’s upstream demarcation point, “demark,” to at least one of i-Tech’s upstream Internet providers’ or peers’ BGP interfaces.

“*Unavailability*” for purposes of the “Availability Guarantees” of **Section 1** shall not include (and for which no Service Credit shall be granted) unavailability due to i-Tech planned maintenance or other planned outages; packet loss (which is addressed separately in **Section 4**); customer request; any customer equipment, circuit, application, software, code, hardware device failure or malfunction; acts or omissions of Customer and/or Customer’s users; denial of credit to customer; or reasons outside of i-Tech’s reasonable control, such as Force Majeure. For purposes of this service level agreement, “planned maintenance or other planned outages” shall mean planned maintenance and other planned outages that shall occur weekly, and only after office hour or weekend or on a public holiday from 12:00am to 6:00am Malaysian Time (GMT +8).

Not less than 48 hours prior to a scheduled service interruption, i-Tech will notify customer’s technical contact provided in writing to i-Tech by email of such scheduled interruption in service and the nature of such interruption. Such notice shall be effective for all purposes herein, despite any failure of the customer and/or its agents to receive such notice for any reason, including problems with or failures of customer’s e-mail system(s) or erroneous contact information provided by customer or any other reason.

Section 6: Service claims process. To initiate a claim for service credit with respect to any guarantee customer shall submit a completed service credit request for within fourteen (14) days after the end of the month during or for which the event occurred which gives rise to the claim for service credit. I-Tech shall acknowledge receipt of all service credit request forms via email no later than the next succeeding business day after such receipt and shall review all request within 14 days after such receipt. Customer shall be notified via email upon resolution of the request.

Unless customer has been notified of any unavailability by i-Tech, customer shall have notified the SAFEHOUSE Network Operations Centre at +603 64116988 of any unavailability promptly during such unavailability. Eligibility for service credit is based on a failure that is caused solely by a component or components of customer’s service that is managed by i-Tech.

Section 7: service credit. If customer’s service credit request is approved, i-Tech shall issue Service credit to customer’s account which shall appear in the month following the month in which the service credit request form was approved.

Service credit shall be customer’s sole remedy for any failure by i-Tech to provide services, including, but not limited to, any unavailability.

The service credit provided for herein is based on customer's compliance with the terms and conditions of its service agreement with i-Tech, and the failure of customer to comply therewith may invalidate i-Tech's guarantees provided herein. Furthermore, i-Tech shall not be held liable for failure to fulfil its obligations hereunder if such failure is due to customer's tampering with any equipment.

If i-Tech fails to comply with more than one guarantee with respect to a customer at separate times during a calendar month, each guarantee will be eligible for granting of service credit. Should i-Tech fail to comply with more than one guarantee at a single time, such as in the case of a site-wide outage, service credits for those services affected concurrently will not be cumulative. In this case, only the guarantee producing the greatest measured service credit to the customer will be considered for the granting of service credit, furthermore, if customer receives more than one service, service credits will not be considered for services that were not affected by i-Tech's failure to comply with any guarantee.

Section 8: Terms of Agreement. This agreement is not valid without an accompanying Master Services Agreement (MSA) for data centre services in effect.

Section 9: Benefits and burdens. The agreement shall be binding upon. And shall inure to the benefit of, the parties hereto, and their respective legal representatives, successors and assigns.

Section 10: Amendments. Alterations or amendments to this service level agreement shall be of no force or effect unless such alteration or amendments is made in writing and signed by authorized representatives of the parties to this service level agreement.

Section 11: Governing law and disputes. Applicable governing law and the process for dispute resolution shall be set forth in the accompanying Master Services Agreement.