

SERVICE LEVEL AGREEMENT (DATA CENTRE COLOCATION)

The following agreement is by and between

Nodens Solutions Pte Ltd
8 Temasek Boulevard #42-01
Singapore 038988
("NODENS")

And

Cyberland Consultancy Pte Ltd
5022 Ang Mo Kio Industrial Park 2 #04-23
Singapore 569525
("CUSTOMER")

1. Scope of Coverage

Nodens shall use diligent efforts to ensure that the highest performance and quality of the Services and shall be in accordance with the standards described herein and in relation only to the scope of coverage as set out in this Clause 1.

This Service Levels set out in this Schedule details Nodens' commitment in service levels, performance objectives and service interfaces.

The scope of coverage of the Service Levels excludes, without limitation, all other public Internet backbones and networks, any server on the internet, customer premise equipment, local access Services, and packet delivery to the Internet.

Any fault, interruption, or performance degradation of the Services shall not constitute a breach of a Service Level if caused by any of the following events:

- Failure of commercial power supplies;
- Failure in public network facilities to which the Services may be connected which is not part of the Data Centre network;
- Solar or atmospheric conditions (applicable to Services provided through satellite facilities);
- Planned outages for which a reasonable notice is given to the Customer;
- Access equipment provided by the Customer;
- The Customer does not release the Services for maintenance;
- Weather constraints which include but are not limited to thunderstorms, black rain storms, typhoon warnings and any other weather conditions which may affect the safety of Data Centre's staff carrying out repair or restoration duties;

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- Force Majeure event;
- Temporary installations;
- Any suspension of the Services in accordance with Data Centre's General Terms and Conditions;
- Interruption of the Services agreed between Nodens and the Customer; or
- Delay or inaction due to the local in-country practices, any national laws, customs, or regulations.

2. Standard Service Levels – Co-location

2.1. Network Availability and Outage

2.1.1 Data Centre's committed Network Availability Service Level is based on the number of minutes that the Data Centre network was not available as determined by Data Centre based on the conditions "Unavailability" stated below.

Unavailability means any outage of Data Centre network excluding network unavailability resulting from:

- Scheduled Maintenance;
- Notified Maintenance;
- Partial outages of degradation of service due to packet loss or similar conditions;
- Acts or omissions of Customer or an authorized user;
- Behaviour of Customer's or third party's equipment, facilities or applications;
- Acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of Data Centre.

2.1.2 Data Centre will use its reasonable efforts to ensure the Internet services are available at the Access Port of each customer site at Service availability level over each calendar month with 100% uptime.

2.2 Power Services

2.2.1 Redundant Power at 99.999% availability. This is met by achieving less than five (5) minutes of Unavailability over twelve (12) month period ("Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Redundant Power Service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power buses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 4, if Unavailability exceeds the Redundant Power SLA Threshold,

Customer will be entitled to a Service credit equal to 1/30th of the Monthly Recurring Charges ("MRC") for the affected power circuits and Licensed Space MRC for the cabinet attached thereto ("Loaded Cabinet MRC"). Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Redundant Power SLA Threshold.

Non-Redundant Power at 99.99% availability. This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period ("Non-Redundant Power SLA Threshold") per cabinet. For the purposes of this paragraph, a Non-Redundant Power Service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power. Subject to Section 4, if Unavailability exceeds the Non-Redundant Power SLA Threshold, Customer will be entitled to a Service credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Unavailability beyond the Non-Redundant Power SLA Threshold.

2.3 Technical Support

2.3.1 Nodens' Technical Support will be available in the event customers need to request technical support 24 hours per day, 7 days per week. Nodens' technical support is only guaranteed through Nodens' telephone helpdesk support system. Customers requiring support shall contact the helpdesk.

2.4 Backup

2.4.1 Nodens provides Continuous Replication and Backup for all webhosting customers 7 days a week.

2.4.2 Data retrieval in case of data loss when Nodens is at fault is provided free of charge. Restoring a full on-server backup (overwriting the existing account completely) is also free of charge up to twice in a month.

2.4.3 Despite all measures taken by Nodens, customers are encouraged to create their own full or partial backups at regular intervals. CPanel Customers can use Control Panel's built-in Backup Manager for this purpose.

- 2.4.4 Nodens guarantees that the backup files described in 2.4.1 are available to the customer in case of need. Should a backup file be missing and no other backup file of comparable usefulness be available, the Customer is entitled to a full refund of last month's colocation/hosting fee.

2.5 Escalation

- 2.5.1 If Customer is dissatisfied with Nodens' Service or if Customer is unable to resolve a technical support issue within parameters outlined in this Agreement, please contact Company's Technical Team via Nodens' website contact form to convey Customer's concerns. The Technical Team will review Customer's concerns, investigate, and respond to Customer within one (1) business day. As issues may be complex or require extensive investigation, the foregoing response time does not imply that a resolution is guaranteed within said one (1) business day.

2.6 Online Tools, Control Panel, and Server Management

- 2.6.1 Customer is provided with certain online tools, and Nodens expects Customer to use them to perform all available account and server management tasks.

These tools are equipped with documentation and help. If Customer experiences difficulty using them, Nodens' technical support personnel will help Customer to learn how to use them. However, Nodens' technical support personnel shall not be expected to perform for Customer the tasks that can be done through the available tools.

2.7 Servers Availability

- 2.7.1 Nodens is fully committed to providing quality service to all customers. To support this, Nodens provides the following commitments and tools related to this Agreement.

2.7.1.1 Application (Web) and Database Server

2.7.1.1.1 Availability.

Nodens guarantees a 99.9% monthly average of availability of its Application (Web) and Database Servers. The Server availability is defined as Customer's ability, via web browser, to retrieve the HTTP headers from a web server. Nodens does not monitor availability of individual web sites but monitors the server as a whole.

2.7.1.1.2 Monitoring.

To verify that the server is available, Nodens will ping the HTTP service on the server by retrieving HTTP headers every minute with a 30-second threshold. If an HTTP service does not respond, the server is considered non-operational and is automatically restarted. If restarting the server does not solve the problem, it is immediately escalated to the Support Centre.

In cases where two or more consecutive HTTP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. Nodens calculates server uptime based on this type of server monitoring.

2.7.1.2 Mail Server

2.7.1.2.1 Availability.

Nodens guarantees a 99.9% monthly average of availability of its Mail Servers. The Server availability is defined as Customer's ability to send (SMTP) and retrieve (POP) e-mail via the mail server. Nodens does not monitor individual mail accounts, but monitors the server as a whole. Mail server unavailability due to Denial of Service (DOS) attacks, Mail Bombing, and other flooding techniques is not included in the uptime calculations.

Mail delivery protocol (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of e-mail messages. In this case that the first delivery attempt is failed, the mail server will continue to attempt delivery for the next 48 to 72 hours. If still fails, the message will be returned to sender.

2.7.1.2.2 Monitoring.

To verify that the server is available, Nodens will ping the SMTP and POP Services (retrieve SMTP and POP headers) every minute with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If restarting the server does not solve the problem, it is immediately escalated to the Support Centre.

In cases where two or more consecutive SMTP or POP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. Nodens calculates server uptime based on this type of server monitoring.

2.8 Reports

- 2.8.1 A monthly server up-time report or any incidents/events that may affect the service will be generated and made available for Customer's review.

2.9 Penalty for Non-Compliance

2.9.1 Server Availability.

Upon Customer's notice to Nodens. If availability of any server for the month is below the guaranteed level, Nodens will refund to Customer, according to the schedule below, where a portion of the monthly fees charged for the month during which such loss of server availability occurred.

Server Availability	% of Monthly Fee Credited
>99.5% - 100.0%	0%
>95.0% - 99.5%	2%
>90.0% - 95.0%	7%
80.0% - 90.0%	10%
<80%	100%



2.9.2 To receive the refund, Customer must specifically request it during the month following the month for which the refund is requested. Customer must provide all dates and times of server unavailability along with Customer's account username. This information must be submitted to Nodens' Support Department. Nodens will compare information provided by Customer to the server availability monitoring data that Nodens maintains. A refund is issued if the unavailability warranting the refund is confirmed.

2.10 Server Storage Capability

2.10.1 Each server/account is allotted storage capability on Nodens' servers according to the plan or options selected by Customer. This storage size can be increased through the online Control Panel for an additional charge up to the maximum amount allowed for each plan or service, as described on the Nodens' website (or otherwise agreed upon).

2.11 Ownership of Data

2.11.1 All data (a) created by Customer and/or (b) stored by Customer within Nodens' applications and on Nodens' Servers are Customer's property and is for Customer's exclusive use unless access to such data is permitted by Customer. Nodens shall allow access to authorized Nodens' personnels and shall provide access in compliance with Nodens' Privacy Policy. Nodens makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the Customer's server space and applications on Nodens' Servers.

2.12 Data Integrity

2.12.1 Nodens employs sophisticated RAID techniques and Cloud Technology to ensure the integrity of the data on its servers, and all the data is written to two disks or more simultaneously to prevent data loss in the event of hardware failure. Nodens reserves the right to place accounts on non-RAID or non-Cloud servers as necessary. Routine backups are performed for emergency recovery purposes only.

2.13 Data retention

2.13.1 Nodens shall not retain any of Customer's data after Account/Service termination. All data is deleted (a) from the servers at the time the account/service is terminated and (b) from backups during scheduled backup rotation. Nodens shall not restore, "Burn" to CD, or send out any data pertaining to terminated Accounts/Services.

2.14 Service Cancellation

2.14.1 This agreement may be terminated on the renewal/anniversary date by either party by giving the other party notice by letter or e-mail at least 30 days prior to the renewal/anniversary date of the services ordered.

2.14.2 No early termination of contract is allowed, if, prior to the end of the agreed duration of this Agreement; Customer cancels the service for any reason, Customer will be charged an early termination fee equal to the fee for such account/service remaining in the term. At no point shall Customer receives any refund of any prepaid service fees.

This Agreement has been entered into on the date stated at the beginning of it.



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