



Datacentre Service Level Agreement

General Version 2.1

31 October 2021

Server Warranty coverage:

- The Server Warranty and Maintenance cover parts and labour on those equipment listed under the Server parts list.
- Service shall include necessary parts, adjustment, and calibration and parts replacement to ensure proper operation.
- Server parts includes: system unit and parts such as motherboard, clock battery, harddisk, CD-ROM, memory module, harddisk drive controller, I/O card, sound card, display card, CPU, fan unit, power supply, network card and co-processor.
- Service is available 24 hours per day, Monday through Sunday, including holidays, 4 hour response
- Topcat will use commercially reasonable efforts to respond (either via onsite maintenance or hardware exchange) within 4 hours of receiving and acknowledging the service request.
- The Maintenance Service shall not include Customer's neglect or misuse of the Equipment or its failure to operate the Equipment in accordance with the instruction manuals or for the purpose for which it was designed for. Any relocation or transportation of the Equipment unless the relocation or transportation was made by Topcat; Any accident or natural disaster affecting the Equipment including without limitation fire, flood, water, unusual power surges/shocks and power tripping.
- Topcat shall have no liability to the Customer for any loss or damage whatever including but not limited to loss of profits, goodwill or any incidental, special, direct, indirect or consequential (including loss or damage suffered by the Customer as result of an action brought by a third party) arising from or in connection with the maintenance service provided by Topcat on the Hardware and Infrastructure. Any damages whether in contract or tort or otherwise in excess of the price paid by customer to Topcat.
- Customer agrees to waive or waive to claim against Topcat for all or any losses and damages arising out of this Agreement, the liability shall be limited to damages of an amount equal to the Maintenance Charge

Network and Infrastructure Warranty coverage:

SLA Scope of Application

Item	Details	IPv4	IPv6	Global Virtual Link
Availability	If the service is completely unusable due to a reason beyond the customer's control, failure recovery will be within the standard time following the time we were aware of the failure.	Guarantee	Guarantee	Guarantee
Latency	The average monthly time required for	Guarantee	Guarantee	Guarantee

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|                      |                                                                                                                                                      |           |           |           |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
|                      | packet round trip (Round Trip Time) will be within the reference value.                                                                              |           |           |           |
| Packet loss          | The average monthly packet loss rate will be within the reference value.                                                                             | Guarantee | Guarantee | Guarantee |
| Average jitter       | Average monthly jitter will be within the reference value.                                                                                           | Guarantee | Guarantee | Guarantee |
| Maximum jitter       | Ratio of maximum monthly measured jitter exceeding 10 ms will be within the reference value.                                                         | Guarantee | Guarantee | Guarantee |
| Failure notification | Notification of the occurrence of a failure will be sent to a specified email address within 30 minutes following the time the failure was detected. | Guarantee | —         | —         |

## Transit Service IPv4 and IPv6

| Guarantee Item | Details                                                                                                                                                                                 | Reference Value                                                                |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Availability   | If the service is completely unusable due to a reason beyond the customer's control, failure recovery will be within the standard time following the time we were aware of the failure. | Within 15 min                                                                  |
| Latency        | The average monthly time required for packet round trip (Round Trip Time) will be within the reference value.                                                                           | Trans-Atlantic (80ms),<br>Trans-Pacific (130ms),<br>Trans-Indian Ocean (285ms) |
| Packet loss    | The average monthly packet loss rate will be within the reference value.                                                                                                                | 0.1% or less                                                                   |
| Average jitter | Average monthly jitter will be within the reference value.                                                                                                                              | 0.25 ms or less                                                                |
| Maximum jitter | Ratio of maximum monthly measured jitter exceeding 10 ms will be within the reference value.                                                                                            | Percentage at 10 ms or more will be 0.1% or less                               |

Terms and conditions are subjected to specific customer's request on their technical specification according to actual requirement. This is a commitment between Topcat (and its Datacentre's service provider) and our endusers on particular aspects of the services (quality, availability, responsibilities).

## Software Licenses

It's important to always use a valid legal license for all purposes. Using an illegal or unauthorized license not only breaches the terms of use but can also result in significant legal and financial penalties, including fines, legal action, or even suspension of services. Such risks can severely impact operations and reputation.

| Scenario         | Details                                                                                                                                                                                                 | Penalties                                                    |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Illegal Software | The use of illegal software is strictly prohibited. Such actions not only violate legal and ethical standards but can also severely harm our infrastructure and servers, posing risks to all customers. | Shutdown Services without compensation with immediate notice |

Top Category Computer Solution Provider – Page 3 of 3