

Service Level Agreement (SLA) and Agreement Usage of Our Services

version 1.5, dated January 13, 2017

This independent user agreement is made and entered into as of date of order between Amiplay Co.,Ltd. (AMIPLAY) and the customer whom has made an order for the service of the web hosting, VPS, Dedicated Server or Co-location server that provided by AMIPLAY. AMIPLAY provides the service as is but the content and customers management are beyond our control since you will be the only administrator of the system with root access. AMIPLAY requests the user to follow and agree to the following rules as below.

Issue Escalation

If you have trouble issues with AMIPLAY hosting services or some technical issues that could not be resolved within 24 hours, your concerns will be reviewed, investigated, and responded to within two to three business days. As issues may be complex or require extensive investigation, this response time does not imply that a resolution is guaranteed within two to three business days.

Service Availability

AMIPLAY is committed to providing the highest quality service to all customers. To support this commitment, AMIPLAY gives the following service level guaranties and observes the following schedule of penalties for any failure to meet those guaranties.

AMIPLAY guarantees 99% Service Availability, measured on a calendar-month basis. Service Availability is defined as the ability of a user within an organization to:

- 1) Ping the server with responses received (if Ping service is opened)
- 2) Connect to the server remotely

Note: Web and Email server unavailability caused by denial of service attacks, mail bombing, extreme amounts of traffic in a short period of time, and/or other Denial of Service techniques is not included in uptime/downtime calculations (see below).

Hosting Infrastructure Unavailability

AMIPLAY monitors the AMIPLAY infrastructure as a whole but does not monitor individual websites, databases or mailboxes. Web and Email server unavailability caused by denial of service attacks, mail bombing, extreme amounts of traffic in a short period of time, and/or other Denial of Service techniques is not included in uptime/downtime calculations.

Please note: Server downtime is not recorded and no credit is issued during scheduled or emergency system maintenance. Outages caused by the actions beyond AMIPLAY's control including, but not limited to DoS (Denial of Service) attacks, extreme amounts of traffic in a short period of time, and/or other forms of intrusion are excluded from the uptime/downtime calculations.

Network Availability

Service unavailability resulting from network unavailability will not be included in the Service Availability calculation. Network unavailability is defined as TOT Internet Data Center network's inability to pass incoming and outgoing TCP/IP traffic, including but not limited to backbone problems, problems on the customer's portion of the network, hardware or software controller problems, interruptions of service caused by denial of service or similar attacks or other forms of intrusion.

Such network failure by TOT Internet Data Center, and repair and replacement of the hardware, network or hardware maintenance and the associated downtime shall not affect the Service Availability calculation.

Remedy

In the event that there is network outage*, AMIPLAY will credit the monthly service charge for the following month's service as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed 100% of the monthly service charge for the affected month.

Server Availability

98%-99%
96%-97.99%
90%-95.99%
89.99% or below
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Credit
5%
15%
30%
50%

*Network outage means any outage in which end users are unable to access the client's site, due to a failure in AMIPLAY's network calculated on a monthly basis .

AMIPLAY will ONLY be held responsible for its network and not for general conditions on the Internet or TOT's routers, switches and internet links. Delays that occur outside AMIPLAY's hardware caused by backbone failures, congestion, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications, or third party services (including DNS propagation) resulting in degradation of service and high packet loss or similar conditions, cannot be guaranteed by AMIPLAY.

Hardware Guarantee (not included for Colocation server service)

AMIPLAY guarantees the functionality of all server hardware components and will replace any failed component at no cost to the client. Hardware repair/replacement will begin immediately upon identification of the hardware failure and is guaranteed to be complete within the next working day (Mon-Fri) of problem identification. Hardware is defined as the Processor(s), RAM, Hard Disk(s), Motherboard, NIC Card, and other related hardware included under the server lease. The time required to repair/replace hardware does not include software reinstallation and/or data recovery from backup tapes/disks (time frame depends on size of disk and amount of data).

In the event that it takes us more than 2 next business day to repair/replace faulty hardware within the limits defined above, AMIPLAY will credit the client 10% of the monthly fee per additional day of down time (up to 100% of client's monthly fee). This credit **overrides the Remedy section of server unavailability** above.

Scheduled Maintenance

To guarantee optimal performance of the hosting infrastructure, it is necessary for AMIPLAY to perform routine maintenance on the servers. Such maintenance often requires taking AMIPLAY web and email servers off-line, typically performed during off-peak hours.

AMIPLAY will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible. AMIPLAY reserves **four hours of Service unavailability per month** for maintenance purposes. Such unavailability is not included in the Service Availability calculation.

Maximum Total Refund

A refund is issued if the non-compliant server capability is found after using the service not exceeding 1 month. The total refund for non-compliant server capability to you for any account may not exceed 50% of the total fees paid for that account for which the refund is to be issued.

Ownership of Data

All data created or stored by you within AMIPLAY servers are your property. AMIPLAY shall allow access to such data by only authorized AMIPLAY personnel. AMIPLAY makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the account holder's server space or within applications on AMIPLAY servers.

Data Retention

COMPANY SHALL NOT RETAIN ANY OF YOUR DATA INCLUDING BUT NOT LIMITED TO THE CONTENT OF YOUR WEBSITE, EMAIL, LOG FILES, AND BACKUP COPIES. ALL DATA IS DELETED FROM THE SERVERS AND BACK-UP MEDIA AFTER ACCOUNT TERMINATION.

Government Law

As required by the government of Thailand, you have to perform the following procedures in order to cope up with the restrictions and will be able to provide logs information when required;

1. Time synchronization with the stratum 0 or 1 server by NTP to keep the server time accurate at all time
2. You have to keep all the server logs pertaining to time of access, IP address, any errors and systems information for at least 90 days remotely
3. You should comply with the law, rules and regulations of Thailand by not providing a malicious activities, injecting, spamming, defaming, gambling, hacking , penetrating, exploiting, attacking or any other unlawful online activities from this colocation server to any other countries.
4. Some legal service but not allowed from our network is bittorrent,video streaming, free online downloads, content delivery network or any activities using non-stop bandwidth alike.

Customer Responsibilities

To access AMIPLAY services, you must provide at the very minimum: an Internet connection with sufficient bandwidth and quality; network connection should not constrain browsing or email functionality; a fully functional Internet browser; Microsoft Outlook/Outlook Express software for each user who will connect directly (to the email server). Because OS software is a "self-service" web hosting solution, you are responsible for learning the OS systems and managing your own website and/or databases yourself. You can purchase your domain name, upload files through FTP, add email accounts, and much more. Because you do all the work and we manage just the servers and connectivity in our Data Center, we can offer this service for much less than dedicated hosting.

Back up Service

In order for customers to backup the data on your server you must purchase an appropriate backup service or a service plan that includes backup services. When purchasing additional backup service, you will receive an FTP account along with the agreed storage space. You have to manage scheduled backup and the data to be uploaded to the FTP backup server, including data restoration on your own without requiring a technical support from AMIPLAY.

Rebooting The Server

Rebooting the server upon request is approximately within 1 hour after receiving an SMS to our support during Monday to Friday during 8am - 5pm (GMT +7) Bangkok time, or approximately within 3 hours at other time and holidays. Any delay in rebooting the server and the associated downtime shall not affect the Service Availability calculation.

Service Credit Request Procedure

In order for you to receive a credit on your account, you must request such credit within 10 days after you experience hardware failure or network outage. You must follow these steps. Request made by e-mail to info@amiplay.com or amiplay@gmail.com. Include all support ticket numbers in your e-mail. Include your server IP address with PING logs (100% loss), server time, and your full address as shown on your invoices. Dates and times of unavailability of your server and any additional information, for example, screen captures. Credits will usually be applied for the following month's service within 30 days of acceptance of the request. Credit to your account shall be the sole and exclusive remedy in the event that there is a network outage or hardware failure.

Technical Support

Online support via Skype (add [amiplay.com](https://www.amiplay.com) to your Skype account) or send your E-mail to info@amiplay.com or amiplay@gmail.com or SMS to +66 (0)81 833 3737 which operates 24 X 7 X 365 for urgent issues

This is the primary means by which support is offered to AMIPLAY self-service clients and you are strongly encouraged to use this primary method since phone support for AMIPLAY users is limited (see below).

Send support a message with the full description of your support request including complete error messages (if applicable), along with your account name (and admin password if required).

When you submit a trouble-ticket by email, the AMIPLAY web hosting support experts will receive your request and attempt to resolve your issue in the order in which it was received. Most trouble-tickets are resolved within 24 hours, but more complex issues may require additional time.

By using email to send your support requests, the AMIPLAY.com system will automatically generate a trouble-ticket immediately and the support team can begin troubleshooting the issue efficiently and effectively. In fact, AMIPLAY will often identify and resolve issues with a service before our clients are even aware of them in most cases.

Limited Liabilities

The user holds full responsibility for any damages arising from using the server or online service that affects other persons or organizations in any way. AMIPLAY has the right to cancel and shutdown the user's server in case the user do not comply with the agreement. In a rare case, AMIPLAY may need to send the server to the authorities of Thailand for inspection when legally requested by the Thai government and AMIPLAY does not hold responsibility from the shortage of service.

Limited Web Hosting Phone Support

Hours:

Monday - Friday
Holidays

8am – 5pm (GMT +7) Bangkok time
no phone support but email support is always available(24x7x365)

AMIPLAY standard response time is twenty-four hours or less. The response time, however, may depend on the nature and complexity of the inquiry, or unexpected email and/or call volume. Twenty-four hour support reply does not apply to any “how to”, database, connectivity, software development and/or related inquiries since such issues often involve extensive research and testing.

Technical Support assigns the highest priority to inquiries related to the servers' unavailability. Such inquiries are addressed immediately upon notification. It may take some time to resolve the issue, so you may not get an immediate reply.

Claim Review Process

All claims must be submitted via e-mail to info@amiplay.com or amiplay@gmail.com . Claims will be acknowledged within two business days and reviewed within seven business days of receipt. Upon coming to a decision, you will be notified via e-mail whether the appropriate service credit will be issued on the next invoice or reject the claim by specifying the basis for rejection.

Amendments

This Agreement may be amended from time to time at the discretion of AMIPLAY. You will be notified of any changes via our websites.

I hereby acknowledged and agreed to follow the above terms and conditions and the law of Thailand which may be updated in a timely manner.

Date: January 13, 2017

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