NEOREKA Cloud

Service Level Agreement（SLA）

NEOJAPAN Inc.

NEOREKA ASIA SDN.BHD.

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Quality Assurance of NEOREKA Cloud Service

NEOREKA Cloud (hereinafter referred to as the "Service") provided by NEOJAPAN Co., Ltd. (hereinafter referred to as the "Company") guarantees the quality of service provision (Service Level Agreement, hereinafter referred to as "SLA"). If we do not meet the guarantee value set by us, we will refund (or reduce) part of the usage fee to the contractor.

1. Prerequisites for Applying SLA

The prerequisites for applying SLA are as follows.

(1) Comply with NEOREKA Cloud Service Terms of Use (hereinafter referred to as "Agreement") regarding the use of this service, which is specified separately.

(2) It is used in the recommended usage environment of the application described on our website.

(3) The use of administrator ID, password, user ID, password, etc. must be correctly operated without leakage to a third party.

(4) When using, there shall be no usage or program that significantly imposes a load on the service environment, or installation or use of a program that cannot be used in the service environment.

(5) Excluding our maintenance time and maintenance of upper carriers and data centers.

2. Applicable Item

We are subject to SLA for the following 4 items.

(1)	Availability, reliability and performance related to application operation
(2)	Support availability and responsiveness
(3)	Data management reliability and performance
(4)	Security reliability

3. Service Range and Guaranteed Value

(1) Availability, reliability and performance related to application operation

Range	It is limited to the services provided by the cloud provider or data center service provider used by us. (Outside the service of the cloud provider is outside the SLA range.) It is not covered during regular maintenance and when necessary.

Guaranteed value	• Availability of 99% or more is guaranteed annually. (Annual operation guarantee rate) (Service outage due to breakdown is less than 1% per year) • Guarantees continuous service downtime within 24 hours. • The following items will be monitored for life and death in a fixed cycle. Web service 20 minutes Platform 20 minutes

(2) Availability and responsiveness regarding support

Range	We will respond by e-mail at the inquiry window specified in the agreement (24 hours reception). The scope of support will be help desk support regarding service usage and operation methods and support for problems.
Guaranteed value	• In case of inquiries by email, we will reply within the next business hours. • We will contact you within 1 hour if a failure occurs during the operation hours of the Support Center. • As a general rule, notifications regarding the impact of maintenance on services will be sent by email or on the website two weeks in advance. However, this does not apply in case of emergency.

(3) Reliability and performance regarding data management

Range	All data related to the provision of this service
Guaranteed value	• Back up the entire system at midnight every day (perform a certain generational management

(4) Security reliability

Range	All equipment related to the provision of this service
Implementation content	• We carry out fault monitoring 24 hours a day, 365 days a year. • The system time is synchronized using the NTP server. • Only security patches determined to be urgent will be supported. Alternatively, it will be carried out during planned maintenance according to the required level. • User authentication by ID and PW (generation of ID and

	PW, (Provision of administrator functions such as change and deletion) are provided.

4. Conditions when Applying SLA

It will be applied when there is an offer within 15 days from the occurrence of the event.

Also, in the case where our service should be provided, it may be the case that the warranty value specified in "3. Service range and warranty value" cannot be provided due to the reason attributable to our company.

5. Method of Calculation

The refund (or reduction) of the monthly fee will be calculated based on the following items.

(1) Time of failure

We define the time for one disability based on the following items.

① Count start time (occurrence time)

Based on the contractor's application for the time of occurrence of the failure, we will confirm the time of occurrence and set it as the confirmed time. However, if the contractor does not notify us within 48 hours after the count end time (recovery time) of the relevant time, it will be the occurrence time described in the notification when we discover the failure and notify the contractor.

② Count end time (recovery time)

The cumulative end time will be the failure recovery time described in the failure recovery notice that the company confirmed the recovery of the failure and notified the contractor of the recovery. This failure recovery time will be confirmed if there is no application for continuation of failure within 48 hours from the contractor.

③ Disability time

It is the time from the count start time to the count end time.

(2) Annual disability period

The annual disability time is calculated by accumulating the time of disability that occurred in the following period.

Period	365 days from the contract start date

Guarantee rate	Guaranteed value
Annual standard time	365 days x 24 hours
Annual warranty time	365 days x 24 hours x guarantee rate
Annual non-guaranteed time (minutes)	Annual standard time - Annual guarantee time
Individual failure time (minutes)	Time when less than 15 minutes is cut off in one obstacle time
Annual disability time (minutes)	Accumulated time of more than one hour in total of individual failure time during the period of "(2) Annual disability period"
Target time (minutes)	Annual downtime - Annual non-guaranteed time
Monthly usage charge (hours)	Service usage fee (monthly usage fee) / (30 days x 24 hours)
Return amount (yen)	Target time × Monthly usage charge

(3) Calculation method

   (a) When the annual operation guarantee rate is not met

   (b) In case of continuous service stop for more than 12 hours

Guaranteed value	Service stop time does not exceed 24 hours continuously
Individual failure time (minutes)	1 failure time
Target hours	1 failure time / 24 (decimal points are rounded down)
Return amount (yen)	Applicable hours x monthly usage charge

(4) Return

   With the upper limit of the cost to be returned as the monthly usage fee of the relevant service of the contractor, the refund amount calculated in "(3) Calculation method" above will be deducted from the next bill. Alternatively, it can be replaced by providing a service equivalent to the refund or extending the service period.

   Note that the contractor shall lose its right if he / she does not make a claim within three months

from the day when the contract can be made.

(5) Disclaimer

The Company shall not be liable for any failure to provide the Company's services for any reason attributable to the Company's responsibility.

The Company shall not be liable for any warranty (including computer programs) obtained by the contractor using the Company's services. In addition, we shall not be liable for any damages resulting from such information.

The Company shall not be liable for any damages regardless of the reason caused to the contractor due to falsification or deletion of the information written in the file for the service by the contractor.

A contractor has caused damage to another contractor or a third party in connection with the use of the Company's service, and some other claim or claim has been filed by the other contractor or the third party. In such a case, the contractor shall resolve the claim or lawsuit at its own expense and responsibility, and if the company is the other party, the contractor shall be exempt from liability, including the burden of corresponding costs.

6. Procedure for Applying SLA

(1) Application for application

The contractor can apply for the SLA application procedure when an event subject to the SLA application occurs and the "3. SLA application conditions" are met.

Deadline for application	As described in "4. Conditions when SLA is applied".
How to apply	It is limited to notification by means of which necessary information can be entered in the document specified by the Company and confirmation of delivery at a later date such as mailing.

(2) Acceptance and confirmation

After confirming the target event based on the application for SLA application, we will process SLA application.

7. Supplement

Implementation starts from April 1, 2020.