**Website Maintenance Agreement Details**

**by
NetDesign Host Co.,Ltd.**

1. Scope of Website Maintenance and Support:

1. The service provider will offer maintenance and support exclusively for the Source Code of the website and web applications.
2. The service provider will maintain, monitor, and repair the website and system programs to ensure their optimal functionality within the environment (OS Version, Middleware Version, Database Version, Language Version, etc.) consistent with the conditions on the date of work submission or any changes in the environment. This will be executed with mutual agreement from both parties.

2. Technical Issue Resolution Service:

1. The service provider's programmers will work for 5 business days, from Monday to Friday, for 6 hours a day.
2. Upon receiving a report from the customer service staff, the service provider's programmers will proceed to investigate and analyze the root cause of the reported technical issue and resolve it.
3. In cases of severe or urgent issues that require immediate resolution, the service provider's programmers will perform temporary or immediate fixes to reduce the impact on users' ability to access the service. They will later conduct a thorough analysis to identify and resolve the root cause of the problem.
4. If the technical issue arises from hardware or software equipment, the service provider's programmers will notify the user to forward the issue to the authorized experts or manufacturers responsible for the user's warranty, providing analysis and assistance in resolving the problem.
5. During the problem resolution process, the service provider's programmers will directly report the progress of the resolution to the customer, either directly or through the customer service staff.
6. If the programmers anticipate any potential impact, extended resolution time, service interruption, or operational risk during the issue resolution, they will notify the user. The user needs to acknowledge and approve the plan, specifying the date and time for the resolution process before the service provider can proceed.
7. In the process of resolving issues, if the service provider needs to contact other departments or third-party entities to support the problem resolution, it is the user's responsibility to initially facilitate this coordination. The time spent coordinating and communicating with external parties will not be included or counted towards the resolution time frame.
8. Deliberate attacks or intentional disruptions by malicious entities to render the software unusable, including security breaches like malware, viruses, ransomware.
9. Patching or upgrading operating systems or software, technical support costs from representatives or manufacturers.

3. Service Level Agreement (SLA):

1. Service Availability of the Service Provider:
	* + 1. Fault reporting service available every business day for 6 hours or via customer service representatives 24 hours a day.
			2. Technical issue resolution service available for 6 hours per day during business hours.
			3. The service provider's programmers will receive and analyze issues, providing a resolution assessment within 3 business days.
2. Frequency of Service Provision:
	* + 1. Maintenance service for Source Code and databases provided 12 times a year, once every month (cannot be carried over to the following month).
			2. Remote technical issue resolution service provided 12 times a year.

4. Exclusions from Service:

Services under this agreement exclude the following:

1. Changes or enhancements in the visual appearance of the website.
2. Programming tasks categorized as Change Requests or New Requirements.
3. Programming or modifications without reference documentation.
4. Components, equipment, or software not covered by warranties or support from representatives and manufacturers.
5. Costs for components, equipment, or any transportation fees.
6. Software costs, licensing fees, or any software contract upgrade fees.
7. Installation of operating systems or additional software beyond the specified list.
8. Service or repairs resulting from modifications or alterations made by third parties without the service provider's approval or other individuals beyond the service provider.
9. Force majeure or natural disasters, such as floods, fires, earthquakes, sabotage, electrical system malfunctions, beyond the service provider's control, rendering them unable to provide service.
10. Services and conditions not expressly stated herein.
11. The customer acts manually and has an impact on the use of the website.

5. Confidentiality and Disclosure of Information:

The service provider agrees and acknowledges that they will not disclose confidential trade secrets to any third party unless prior written consent is obtained from the customer or compelled to do so under applicable laws, regulations, or court orders. Before disclosing such information, they will inform the other party of the request details and collaborate to limit the extent of disclosure as permissible. In cases of disclosure, the customer must ensure that the receiving party complies with confidentiality obligations under the agreed-upon terms.

6. 24-Hour Customer Service Center

1. The service provider will offer fault reporting services 24 hours a day, 7 days a week, 365/366 days a year, without exemption for holidays, accessible via phone at 02-642-0405 and email at contact@nd.co.th.
2. Upon receiving problem notifications from users via phone or email, the service provider's customer service representatives will log the issue and coordinate with the service provider's programmers to open an Issue Log.
3. The service provider's customer service representatives will follow up and provide progress updates to the user at intervals or as agreed upon via phone or email. Once the problem has been resolved, the customer service representatives will request closure of the Issue Log from the user.
4. After obtaining user permission to close the Issue Log, the service provider's customer service representatives will send a summary of the problem, its causes, and the resolution to the user via email.

7. Customer Responsibilities:

* 1. Customer represents and warrants that its performance of this agreement does not and shall not violate any applicable Thai or foreign law, rule, or regulation, or any third party's intellectual property rights. Customer warrants that it is the lawful owner or licensee of any intellectual property or other materials used or provided by it in connection with this agreement.
	2. Review and identify preliminary problems and causes following the company's recommendations, summarizing them in a referenced document before submitting the issue for resolution by the company.
	3. Provide necessary and sufficient information, including operational procedures when issues occur or other requested data by the company to resolve problems.
	4. Officially confirm acceptance when requested or when it's necessary by the company before any action is taken.
	5. Support communication, inquiries, and data requests from relevant personnel to resolve issues.
	6. Cover any other expenses not included within the company's responsibility scope.
	7. Additional costs incurred due to actions falling under the exceptions in maintenance by the company will be assessed based on man-days and require official confirmation from the customer before execution.