

General Terms and Conditions for Upsolut Managed Services

1. Introduction

Tailjay Pte. Ltd. ("Tailjay"), through its Upsolut business unit, provides a comprehensive range of services, including audit, optimization, maintenance, support, development, and hosting for websites, mobile applications, and business tools (SaaS and PaaS). These terms and conditions ("T&C") govern the managed services provided to clients ("Client") and are incorporated into all service agreements and proposals issued by Tailjay.

2. Scope of Managed Services

Upsolut offers a comprehensive range of Managed Services (Hosting, Maintenance, and Support), including but not limited to:

- **Hosting:** Management of hosting environments through third-party partners who manage data centers and server environments, ensuring uptime, security, and scalability. Tailjay acts as a reseller of these services, managing the relationship and ensuring uptime and performance as agreed upon. Tailjay reserves the right to change hosting partners at its discretion to maintain service quality.
- **Web Server Management:** Day-to-day website and hosting tasks managed via **cPanel**, including server setup, email management, and backups.
- **Preventive Application Maintenance:** Regular updates, security checks, performance optimizations, and backups.
- **Application Reporting:** Periodic reports detailing system performance, incidents, completed maintenance tasks, and any improvements made.
- **Performance Tuning (optional):** Optimizing website speed, responsiveness, and efficiency to maintain high levels of performance and user experience.
- **Incident Handling:** Addressing issues such as bugs, downtime, or security vulnerabilities with a structured response and resolution process.



- **User Administration:** Managing user roles, access permissions, and monitoring security protocols.
- **User Support:** Providing assistance and guidance to clients, troubleshooting issues, and answering queries related to hosting and maintenance. This includes help desk support during normal office hours in Singapore.
- **Expansion of Services:** Services may be expanded based on the Client's needs. Custom services (e.g., feature upgrades, website redesigns, integration with third-party applications, analytics reports, and digital marketing management) can be added through separate agreements.

3. Problem and Incident Handling

Upsolut ensures prompt incident response and resolution, as detailed in the Service Level Agreement (SLA). This includes:

- **Root Cause Analysis:** Investigation and resolution of recurring issues.
- **Incident Tracking and Reporting:** Clients will be informed of issues and resolutions through email, or ticketing or reporting system.
- **Escalation Procedure:** Defined procedures for escalating critical issues to senior support levels for swift resolution.

Service Level Agreement (SLA):

Support Hours:

Upsolut will provide support services during regular office hours, defined as **Monday to Friday, 9:00 AM to 6:00 PM** (Singapore Time), excluding public holidays.

Reaction Time:

Upsolut will respond to support requests within the following timeframes, depending on the severity of the issue:

- **Critical Incident** (e.g., website is down): Reaction time within **2 business hours**.
- **Major Incident** (e.g., security vulnerability): Reaction time within **4 business hours**.
- **Minor Incident** (e.g., non-critical bugs): Reaction time within **16 business hours**.

Resolution Time:

Upsolut aims to resolve incidents within the following timeframes, during normal office hours:

- **Critical Incident:** Resolution within **8 business hours**.
- **Major Incident:** Resolution within **12 business hours**.



- **Minor Incident:** Resolution within **3 business days**.

Premium 24/7 SLA Option:

Upsolut may offer a premium package in the future, providing **24/7 support** with accelerated reaction and resolution times. This service would be subject to additional fees and a separate agreement.

Exclusions:

Incidents reported outside of normal office hours will be addressed at the start of the next business day. Scheduled maintenance, public holidays, and force majeure events are excluded from reaction and resolution time calculations.

4. Performance and Capacity Management

Upsolut provides performance and capacity management services, especially when hosting is involved. These include:

- **Monitoring:** Regular assessments of server load, website uptime, and page load times.
- **Scalability:** Clients may upgrade hosting or capacity as needed. Upsolut will assist with scalability planning based on Client growth.
- **Capacity Planning:** Upsolut reviews usage trends and adjusts resource allocation as needed to maintain optimal performance.

5. Liability and Third-Party Systems

Upsolut / Tailjay is not liable for issues resulting from third-party systems, integrations, or plugins that the Client uses. This includes but is not limited to:

- **Third-Party Plugins and Systems:** Upsolut is not responsible for performance or security issues arising from external systems integrated into the Client's website.
- **Client Responsibilities:** The Client is responsible for ensuring that third-party software licenses are up to date and providing necessary access to systems such as hosting accounts and domain management tools.

6. Termination and Transition Management

In the event of contract termination, Upsolut will ensure a smooth transition of services. The following terms apply:

- **Termination Notice:** Either party may terminate this agreement with a 60-day written notice.



- **Billing Period:** If the client terminates the agreement during an ongoing billing period, the service will continue until the end of that billing period. The client will be invoiced for the full period.
 - If the client terminates the agreement **with fewer than 60 days remaining** in the current billing period, the service will continue for an additional period to fulfill the 60-day notice. The final invoice will cover the additional days beyond the current billing period on a prorated basis.
- **Transition Process:** Tailjay will provide all necessary documentation, access codes, and backup files to facilitate a smooth handover to a new provider. Any additional services related to the transition may incur fees.
- **Post-Termination Liability:** Tailjay is not liable for any issues arising after the termination of services unless otherwise agreed upon in writing.

7. Compensation Scheme

Upsolut is committed to delivering on its service guarantees. If these commitments are not met, the Client may be entitled to compensation as follows:

- **Service Credits:** Compensation is offered in the form of service credits for failure to meet uptime guarantees or response times defined in the SLA.
- **Uptime Guarantee:** Upsolut guarantees an uptime of 99.8% for hosted services (monthly uptime). Scheduled maintenance and force majeure events are excluded from this guarantee.

Service Credits for Uptime: Upsolut will provide service credits if uptime falls below the guaranteed 99.8%. The amount of service credit will be calculated based on the following:

- **Below 99.8% - 99.7% Uptime:** 5% service credit on the monthly fees.
- **Below 99.7% - 99.6% Uptime:** 10% service credit on the monthly fees.
- **Below 99.6% Uptime:** 15% service credit on the monthly fees.

Service Credits for Missed Resolution Times: Upsolut commits to resolving incidents within the following timeframes:

- **Critical Incidents:** Must be resolved within 8 business hours. If not, a **5%** service credit applies.
- **Major Incidents:** Must be resolved within 12 business hours. If not, a **3%** service credit applies.

Eligibility for Service Credits:

- **Payment Condition:** Service credits will only be offered if the client has paid the invoice for the service period in question **on time**, no later than the due date specified on the invoice.



- **Late Payments:** If payment is received after the due date, the client will not be eligible for service credits for any incidents or uptime failures that occurred during the delayed payment period.
- **Claim Process:** The client must submit a claim for service credits within **30 days** of the incident. Claims submitted after this period will not be considered.

Calculation of Service Credits:

- Service credits will be calculated based on the affected service and the monthly fees for that service.
- Service credits are **capped** at 50% of the total monthly fees for the service period.

Exclusions:

- Service credits do not apply in cases of downtime or delays due to scheduled maintenance, force majeure events, or client-caused issues, including any failures arising from third-party systems or services used by the client.

8. Service Availability and Uptime Guarantee

- **Scheduled Maintenance:** Upsolut will notify the Client at least 48 hours in advance of any planned maintenance. This maintenance does not count towards downtime under the uptime guarantee.
- **Force Majeure:** Upsolut / Tailjay is not liable for service interruptions caused by events outside of its control, including but not limited to natural disasters, strikes, or cyberattacks.

9. Security and Compliance

Upsolut takes the security of client websites and data seriously. This section covers security measures and compliance with relevant data protection laws:

- **Security Measures:** Regular security updates, vulnerability scans, SSL implementation, and secure backups.
- **Data Protection Compliance:** Upsolut / Tailjay adheres to Singapore's Personal Data Protection Act (PDPA) and other applicable laws (e.g., GDPR) when handling sensitive client data.

10. Ad-Hoc Support and Customization

Clients may request additional services beyond the standard maintenance scope. Such services will be billed separately based on agreed terms:



- **Ad-Hoc Requests:** Clients can request services such as emergency bug fixes or custom developments at an hourly rate or project-based fee.
- **Custom Website Development:** Separate agreements will govern any website development or redesign services not covered by the regular maintenance contract.

11. Confidentiality Agreement

Both Upsolut / Tailjay and the Client agree to keep all proprietary and confidential information private. This includes trade secrets, intellectual property, and sensitive client data. Neither party will disclose such information to third parties without prior consent, except as required by law.

12. Intellectual Property

Ownership of intellectual property developed during the maintenance and support period is governed as follows:

- **Client Materials:** The Client retains ownership of all materials and content provided to Upsolut.
- **Upsolut's Developments:** Upsolut / Tailjay retains ownership of any custom code or software developed for the Client, but grants the Client a license to use it exclusively for the purposes specified in the agreement.

13. Payment Terms

Payment terms for managed services are as follows:

- **Billing Cycle:** Clients will be billed monthly, quarterly, or annually, as outlined in the service agreement or in a confirmed proposal.
- **Due Date and Late Fees:** Payments must be made within **thirty (30) days** of invoice date. Late payments may incur interest or penalties as specified in the agreement.

14. Suspension and Termination for Non-Payment

If the Client fails to make payment within **fourteen (14) days after the due date** stated on the invoice, Tailjay reserves the right to **suspend the delivery of Managed Services** (including hosting, maintenance, and support) until full payment is received.

If payment remains outstanding for more than **thirty (30) days** from the due date, Tailjay may, at its discretion, **terminate the agreement with immediate effect** by written notice to the Client. Upon



termination, Tailjay will provide access to relevant backups and documentation for a smooth transition, subject to settlement of all outstanding fees.

Service suspension or termination under this clause shall not relieve the Client of its obligation to pay all outstanding amounts or any accrued interest and late fees as defined in the Payment Terms.

15. Force Majeure

Upsolut / Tailjay is not responsible for any delay or failure in performance caused by circumstances beyond its control, including but not limited to natural disasters, acts of terrorism, cyberattacks, or government actions.

16. Dispute Resolution

In the event of a dispute, both parties agree to attempt mediation or arbitration before pursuing legal action. The governing law for this agreement is Singaporean law.

17. Amendments

Upsolut / Tailjay reserves the right to amend these terms and conditions at any time. Clients will be notified of any changes, and continued use of services will constitute acceptance of the updated terms.

18. Customization and Adaptability

Upsolut / Tailjay offers flexible and scalable solutions that can grow alongside the Client's business. The agreement allows for the adaptation of services based on changing client needs, including adjustments to hosting, security, and performance management as required.