

PLEASE READ THESE FOLLOWING STATEMENTS BEFORE USING SERVICE ON THIS WEBSITE. BY USING OUR SERVICE, YOU ARE ABIDING AND AGREE TO OUR TERMS OF SERVICE. VIOLATING OR IGNORING ANY OF THE FOLLOWING TERMS AND CONDITIONS WILL RESULT IN SANCTIONS TO ACCOUNT CANCELLATION WITH OR WITHOUT NOTIFICATION.

## Introduction

This is a legal document and creates an Agreement between you (as our user) to desktopIP as Virtualization and Cloud Solution, which also relates to products and service provided here. You must agree to be bound by the terms of use presented herein as a condition precedent to using any of the services, tools, and products provided to you via our website as 'desktopIP Cloud', 'DIP Cloud', or 'DesktopIP Cloud Service' as a cloud provider platform (collectively, called "services").

The terms of service that are applied below are managing the use of services that are provided by PT. desktopIP Teknologi Indonesia through DIP Cloud platform related to the use of any partial or all of this service – including for the use of individuals or official organizations (referred to in this document as "Subscriber" or "You").

These Terms of Service are subject to change at any time, without prior notice. Any changes that are made to these Terms of Service will not apply retroactively and will not apply to disputes or events occurring before the change is published. And since it can affect your rights and obligations as a user, you are responsible for reviewing these Terms of Service on a regular basis under applicable laws and regulations of Indonesia.

By using or purchasing any tool or service presented by our platform or viewing any element of the content presented here, you signify your acceptance to have read, understand, and comply with the following terms and conditions, whether or written in nature and are incorporated by reference into any such Agreement as if fully set forth therein. If the user does not approve one, part, or all of the terms of service, they would not be permitted to use our services.

## Services

By using our Services, you agree to comply with all of the Terms of Service. If you do not agree to abide by the Terms of Service, you are required to cancel your account immediately and are not permitted to use or try our Services.

Users and Customers of Services provided by here must accept the Terms and Service Policy (Terms of Service) set forth below:

1. You commit to provide guarantee and keep us safe and not endanger us from and against your violations of any claims made to us by third parties as a result of the provision of your use of our services and our service to your customer.
2. If you violate a Terms of Service and you cannot correct it within seven (7) days after our written notification that sets the violation, we may terminate this Agreement immediately.

3. If you are a company and fall into a state of liquidation due to bankruptcy, or obtain an appointment from an administrator, or administrative recipient, or enter into conditions of voluntary planning with your creditors, we have the right to terminate this Agreement immediately.
4. Upon termination of this Agreement or suspension of Service, we have the right to immediately block your directory and delete all data in it. We reserve the right to delete the entire data, but we can, at our discretion, store the data for a specified period of time as we can decide, to give you the opportunity to collect the data again at your expense, depending on the full amount of payment that can be paid to us.

### Changes Policy

These Terms of Service can be changed in any case and at any time, and with and without prior notification by desktopIP. Your continued use of the Service will be deemed to be amenable to these changes. Please frequently do check and review to be informed on any sort of changes. If you do not wish to continue using our Services because of these changes, you can notify your desire to stop using the Services by contacting us to [support@desktopip.com](mailto:support@desktopip.com).

### Prohibited Content

DesktopIP may not tolerate any of Customer Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the ToS. DesktopIP will notify Customer of the Prohibited Content and may request that such content be removed from the Services, suspended or disabled the access to the Prohibited Content.

Prohibited activities or content include:

1. The use of services that may result in damage to desktopIP servers or other servers on the Internet. If a customer is suspected of abusing the resources, whether caused by malware, cpu hogging, or other reasons and causing disruption to other desktopIP customer services, the corresponding customer service will be suspended.
2. The use of services with material that we deem threatening, SARA indication, or material protected by other trade secrecy and statutes.
3. The use of service to advertise, store, transmit, display or provide pornography and general decency in the form of images, text, photos, videos and the like will also be suspended.
4. The use of services that support illegal activity. All desktopIP service accounts provided with reasonable unlimited bandwidth. If the customer is indicated to use bandwidth for illegal things such as botnet, seeding / leeching torrent or other illegal activities that may interfere with other desktopIP customers, then the bandwidth of our subscribers will be lowered, or our service is suspended.
5. The use of services which may cause damage to the good name of any other parties, instigating figure or parties including addressed to a certain company, institutions, or also government will also result suspend.

If Customer do not remove or disable the access to the Prohibited Content within 2 (two) working days after the notice, then DesktopIP may remove or disable access to the Prohibited Content or suspend the Services.

## Fees & Taxes

Customer agree to pay desktopIP for using the Services the fees in the amount and conditions as specified in Terms of Payment (the "Fees"). All Fees are exclusive of any taxes, fees or other amounts, however designated and including without limitation consumption, value added and withholding taxes, which are levied or based upon such charges, or upon this ToS, by any government. Any taxes related to the Services provided will (other than taxes based on the net income of the desktopIP) be paid by the Customer. Applicable taxes will be billed as a separate item on the invoice, to the extent possible.

## Service Commitment

DesktopIP provides Service Commitment to Customer during the Services Period at the Services level purchased. DesktopIP may, at its discretion, decide to retire Services from time to time ("End of Availability"). DesktopIP shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Service and the timeline for discontinuing Services in desktopIP Cloud Service. DesktopIP will have no obligation to provide Services for Software that is outside of the applicable Service life.

DesktopIP will ensure the Service Offering purchased for you is Available to you for a period at least equal to the Availability Commitment specified below:

- 9% uptime availability per month exclusive of any scheduled maintenance time for services.

Additional :

- If you find any problem of running our services, first try to read the documentation thoroughly which you can find it on our websites. And if you find the problem is still unsolved, send your ticket to us, or email us at support@desktopip.com, our technical support will guide you
- DesktopIP will be responsible for all of the aspects that is related to our services which includes; physical resources, software, product applications, and support that is closely related to. Any kind of the unrelated things are beyond of our responsibility.

## Unavailability

The Service Offering will be considered unavailable to you, subject to this Service Commitment Limitations set forth below, if desktopIP's monitoring tools determine one of the events described below has occurred. Each of the following will be considered a Service Commitment Event for the Service Offering:

- Any of the network interfaces of the Service Offering are unavailable for more than fifteen (15) consecutive minutes. The "network interfaces of the Service Offering" means the outside network interfaces providing the Service Offering's public internet connectivity.
- User cannot successfully authenticate and access the user interface of the Service Offering for more than fifteen (15) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer's network or authentication service, if applicable).

- The Service Offering is unable to ingest any data for more than fifteen (15) consecutive minutes.
- All valid query execution requests return with a server error for more than fifteen (15) consecutive minutes.
- The Service Offering is unable to perform checking of at least one alert for more than fifteen (15) consecutive minutes.

### **Exclusions and Limitations**

Services do not cover problems caused by the following:

- Unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;
- Use of the Software that deviates from any operating procedures as specified in the Documentation;
- Third Party Products, other than the interface of the Software with the Third Party Products;
- Modified Code;
- Issues relating to Software;
- Any customized deliverables created by DesktopIP, DesktopIP partners or third-party service providers specifically for Customer as part of consulting services;
- Use of the Software with unsupported tools, APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation. Customer may request assistance from DesktopIP for such problems, for an additional fee.

In the event that DesktopIP suspects that a reported problem may be related to Modified Code, DesktopIP may, in its sole discretion,

- Request that the Modified Code be removed, and/or
- Inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging DesktopIP's consulting services group for an additional fee.

### **Claims**

File a support request at [support@desktopip.com](mailto:support@desktopip.com) within thirty (30) days after the suspected SLA Event. desktopIP will review the request and issue a Service when desktopIP validates the SLA Event based on desktopIP's data and records.

### **Termination**

DesktopIP may suspend performance of the Services and/or terminate the Service, if Customer do breach to any of all material in this Term of Service which is not capable of being remedied, and if customer do breach due to the incapable of making agreed payment (including failure, lateness, or retardation is interpreted as an uncooperativeness), and if Customer in breach has not remedied the breach within 7 (seven) days of notice from DesktopIP Requiring that such

breach be remedied, DesktopIP reasonably suspects fraudulent or unlawful activity on the part of the Customer

- is in breach of a material term of this ToS, which breach is not capable of being remedied;
- is in breach of a material term of this ToS, which breach is capable of being remedied (including failure to make a payment due to DesktopIP), and if Customer in breach has not remedied the breach within 7 (seven) days of notice from DesktopIP requiring that such breach be remedied;

becomes insolvent, ceases to carry on business as a going concern, is unable to pay its debts when they fall due, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation;

immediately in writing if the Customer, its employees, agents, contractors or related third parties attempt any unauthorized access to the Services, cause any security breach relating to the Services, or if the DesktopIP reasonably suspects fraudulent or unlawful activity on the part of the Customer.

In the termination of this ToS, Customer agrees to waive the provisions of Articles 1266 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata Indonesia). Upon the expiration or termination of this ToS for any reason, the Customer's right to use the Services, and any other rights granted to the Customer hereunder, immediately terminate and all fees for the Services provided to the Customer will be due and payable upon receipt of a final invoice.

## Usage Policy

Below describes obligation by the customers in terms of using our service:

Customers are not allowed to use DesktopIP Cloud Services intentionally or unintentionally related to:

- Violations of Indonesian laws and regulations;
- Violations of ICANN, IANA, APNIC and other industry regulations and policies related to DesktopIP Cloud services;
- Pornography, Gambling, SARA, Humiliation, Defamation, and public decency
- Things that cause unrest, terror, and invitations to treason and rebellion;
- Copyrighted material;
- Ponzy, Pyramid Scheme, Fraud, and Deception;
- Transactions / sale and purchase of drugs online without valid permission (SIA) or without the approval of PharmacyChecker or LegitScript;
- Sending bulk e-mail and or SPAM according to the definition contained at <http://en.wikipedia.org/wiki/Spamming>;
- Installation of IRC BOT, PsyBNC, and IRC-related processes;
- Web Proxies, Mail Proxies, and other types of proxies;
- Perform DDOS, port scanning, sniffing, and system exploits
- Take actions that can harm other parties;

Things that related to prohibitions from ISP and Datacenter:

- Customers are not allowed to use desktopIP Cloud Services with excessive computing resources (CPU, RAM, and Storage) so they are likely to interfere with services to other

Customers.

Related to the use of computing resources above, DesktopIP has the right to stop service to customers to maintain the reliability of services to other customers.

- DesktopIP has the right to terminate services without obligation to repay payments and reject any type of claim against service guarantees if the Customer violates the Usage Policy.
- DesktopIP has the right to terminate the service without prior notice if the Customer violates the Usage Policy that has the potential to harm the other party.
- DesktopIP has the right not to be responsible for material and immaterial losses suffered by the Customer due to termination of service for reasons of violation of the Usage Policy
- DesktopIP has the right to impose fines for Customers who deliberately violated

## Disclaimers

DesktopIP at any circumstances does not promise that the services will be uninterrupted, error-free, or completely secure and the implied warranties of merchantability or satisfactory quality, fitness for a particular purpose and noninfringement of any third party's intellectual property rights.

All services are provided or performed on an "as is", "as available" basis, and customer's use of the services is solely at its own risk.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

DesktopIP reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate the access to the services; (2) to interrupt the operation of the services, or any portion of the services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## Governing Law and Jurisdiction

This ToS shall be governed by and construed with Indonesian law. If a dispute, controversy or claim arising out of or in relation to this Agreement arises out of this Agreement (a Dispute), a Party claiming that a Dispute has arisen must immediately notify the other Party giving details of the Dispute. During the 30 (thirty) day period after such notice is given, each Party must use its best endeavours to resolve the Dispute. If the Parties are not able to resolve the Dispute within the 30-day period, each Party will promptly refer the Dispute to its authorised officer (or their delegate) for resolution. If the authorised officer (or delegates) of both Parties are unable to resolve the Dispute within fourteen days of the date on which the Dispute is referred to them, each Party agrees that the Dispute shall be referred to and finally resolved by Badan Arbitrase Nasional Indonesia (BANI).