

## Service Level Agreement for Cloud Servers (CS)

Our Cloud Servers (CS) Service Level Agreement (SLA) is specially tailored to the needs of an enterprise client and includes features now found in our standard SLA.

At CS we pride ourselves on the highest levels of quality and customer service, to give our customers peace of mind we have a guaranteed Service Level Agreement (SLA).

### We Guarantee

- 1) 99.95% uptime

The SLA refund (if any) payable in any month will be calculated as follows:

$(\text{Amount of Downtime (hours)} \times \$\text{Monthly Fee} \times 2) / 720 \text{ hr}$

“Downtime” refers to the time required to make the service up from the time PacHosting received written notification (by email) of the service failure to the time that the service is up. This does not include reboots due to system maintenance and updates.

- 2) 45-minute reboot (2 hours for out of office hours)

The SLA refund (if any) payable in any month will be calculated as follows:

$(\text{Amount of Extra Rebooting Time (hours)} \times \$\text{Monthly Fee} \times 2) / 720 \text{ hr}$

“Rebooting time” refers to the time required to reboot the server from the time PacHosting received written notification (by email)

- 3) 4 hours email response (6 hours for out of office hours)

The SLA refund (if any) payable in any month will be calculated as follows:

$(\text{Amount of Extra Email Response Time (hours)} \times \$\text{Monthly Fee} \times 2) / 720 \text{ hr}$

“Email response time” refers to the time required for PacHosting to reply the enquiry from our clients from the time the email arrived PacHosting’s mailbox.

In case the service could not meet more than one guaranteed item at the same time. Only the guaranteed item with the highest amount applies.

Maximum refund of the month equals to 50% of one-month monthly subscription charge.

## Definition of Failure

- 1) There is no dial-up or broadband visitor can make any connection to the server (such as PING test) for over 15 minutes; and
- 2) There is no Internet traffic to the server.

In case there is no service failure, any extra work requested by the client will be considered as system maintenance work. PacHosting reserves the rights to bill the clients for the services based on the service charge mentioned in the website.

## Limitation

A refund for failure to achieve the service levels will NOT be payable where such failure is a result of the scheduled service or maintenance of any of PacHosting's equipment which affects the up time of the service.

A refund for failure to achieve the service levels will (without limitation) NOT be payable where such failure is caused by any of the following:

1. A failure in the Subscriber's Internet Services Provider (ISP) or Local Area Network;
2. Any failure of China local end circuit;
3. Any failure of Hong Kong local end circuit;
4. Any act of God which results in the failure of the service;
5. "Hacking" or other security lapse on the Subscriber's servers or networks;
6. Computer virus attacks from external sources via the Internet;
7. Failure of software configuration;
8. Server overloading (e.g. CPU usage above 85% out of your dedicated portion for a certain period of time);
9. Mail "bombs" or mail "spamming" (unsolicited e-mails) on the Subscriber's servers.

PacHosting shall not be liable for any consequential or indirect loss or damage of the Subscriber caused by the failure of service.

## **Mode of Refund**

The refund (if any) will be paid by crediting the amount of such refund to the Subscriber's next invoice in respect of which such refund is paid.

## **Amendment**

PacHosting may at any time amend or vary the terms of this agreement providing that PacHosting should provide written notice, in PacHosting's website and the corresponding published document, concerning the amendment or variations.