

## Service Level Agreement

This Service Level Agreement (“**SLA**”) supplements the Terms of Service (“**TOS**”) posted from time to time to PacHosting web site <https://www.pachosting.hk/en/about-us/legal.php>.

This SLA does not apply to any trial service, beta features, free service and any product identified as End-of- life (“**EOL**”) by PacHosting.

### Definitions

“**Service Failure**” refers to no external connectivity to the service.

“**Downtime**” refers to the time required to resolve a service failure from the time PacHosting received written notification (by email) of the service failure to the time that the service is available. This does not include any service failure is caused by **Limitations** described below.

“**Downtime percentage**” is calculated as follows:

$$\frac{\text{Total number of minutes of Downtime in the calendar month}}{\text{Total number of minutes in the calendar month}} \times 100\%$$

“**Monthly uptime percentage**” or “**uptime**” is calculated by subtracting downtime percentage from 100%.

### Service Commitment

PacHosting makes a commitment in providing 99.95% uptime SLA for all services. In the event PacHosting failed to meet the commitment, Subscriber will be eligible to receive a SLA Credit as stated below.

### SLA Credits

SLA Credits apply only to fees paid for the particular service or service add-ons which uptime has not been met. SLA credits do not apply to domain registration, SSL certificate and other License service.

The SLA Credit payable in any month will be calculated as follows:

$$\text{Downtime percentage} \times \text{Monthly fee} \times 2$$

Maximum refund of the month equals to one-month monthly subscription fee.

## Mode of Credit

The SLA Credit will be paid by crediting the amount of such refund to the Subscriber account fee and subscriber may apply this SLA credits to future charges of the relevant account.

## Limitations

A SLA credit for service failure to achieve the service levels will NOT be eligible where such failure is a result of the scheduled service or maintenance of any of PacHosting's equipment.

A SLA credit for failure to achieve the service levels will NOT be eligible where such failure is caused by any of the following:

1. Any failure of China local end circuit;
2. Any failure of Hong Kong local end circuit;
3. A failure in the Subscriber's Internet Services Provider (ISP) or Local Area Network, or network failure from Subscriber's site to our data centers;
4. Failure of software configuration;
5. Server overloading (e.g. high CPU usage above 85% for a certain period of time)
6. Violation of AUP;
7. Subscriber use of service after PacHosting advised subscriber to modify the use of the Service, and subscriber did not modify the use as advised;
8. Any factors outside our reasonable control such as natural disaster, war and government actions;
9. "Hacking" or other security lapse on the Subscriber's servers or networks;
10. Computer virus attacks from external sources via the Internet;

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

## **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.