

Service Level Agreement for BizShare Hosting

Our BizShare Service Level Agreement (SLA) is specially tailored to the needs of an enterprise client and includes features now found in our standard SLA. This SLA is tailored for all Paid BizShare Plans only. Note that BizShare Free Plan is not under this SLA and it has a special terms of service.

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).

Technical Support

Hours: 24 hours, 7 days per week

“Office Hours”:

09:00 – 18:00 GMT+8, Monday to Friday and

09:00 – 13:00 GMT+8 Saturday, excluding Hong Kong public holidays

All other hours are non-Office Hours.

Technical support should cover the initial setup, control panel usage and users management, Microsoft office integration configuration and troubleshooting, server-side issues, resolution of both account configuration and client configuration problems, connectivity issues and advanced troubleshooting; provided that any troubleshooting support is given only if your good faith attempt to cure the problem fails.

Phone support on BizShare functions is provided only in Office hours. This covers the usage of following functions: Document sharing functions, Calendar, Contacts, Tasks, Discussion and Announcement. We provide user manuals for other functions. Phone support for other functions are provided as paid training service and subscribers can contact our Sales Department for price quote.

PacHosting's response time to technical support issues depends on the level of purchased support Service, the complexity of the inquiry and support requests volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

We Guarantee

- 1) 99.99% uptime (less than 5 minutes downtime per month)

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.

- 2) 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% 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 update, amend, modify or supplement the terms and conditions of this Agreement from time to time without notice. The most current version of this Agreement can be found at PacHosting Website <http://www.PacHosting.com>