

SERVICE LEVEL AGREEMENT

DRAFT FOR DISCUSSION ONLY - SUBJECT TO CONTRACT AND LEGAL APPROVAL

1. CALCULATION:

Committed Service Level

- **Duration of Connectivity: 24 hours x 7 days, 365 days per year**
- **Availability of Service: Guarantee to 99.95%**

Compensation Plan

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

$$\frac{\text{Downtime (Hrs)} \times \$ \text{ Monthly Service Fee} \times 500\%}{\text{Total planned available hours}}$$

*Remark:

(i) Total planned available hours (720 hours = 30 days x 24 hours)

(ii) ACME shall not liable for any Consequential Loss; and conditions and warranties implied by the Laws of HKSAR are excluded.

This Service Level Agreement (SLA) will apply to all Customers of ACME data centre and telecommunication services. This agreement is effective immediately after the Customer signs the Service Agreement (Service Contract / MSA / Quotation) with ACME.

2. DOWNTIME:

ACME warrants that its network availability is 99.95%, i.e. Network Downtime will not exceed 21.56 minutes per month. Network Downtime means sustained packet loss in excess of fifty percent (50%) within ACME's Backbone for fifteen (15) consecutive minutes due to the failure of ACME to provide Service(s) for such period.

ACME warrants that its data centre site availability (Air conditioning, Fire Suppression, Lighting, Power and Site Access) is 99.982%, ie Annual site downtime will not exceed 1.6 hours.

Downtime does not include any unavailability (i) during ACME's scheduled maintenance time (ii) caused by factors outside the reasonable control of ACME, (iii) resulting directly or indirectly from any act or omission by Customer or any third party, or (iv) resulting from equipment not within the sole control of ACME. ACME will notify Customer at least twenty-four (24) hours in advance of any scheduled maintenance. ACME will make all commercially reasonable efforts to notify Customer in advance of any emergency maintenance.

3. INVESTIGATION OF SERVICE INTERRUPTION:

At Customer's request, ACME will investigate any report of all Downtime, and attempt to remedy any Downtime

expeditiously. If ACME reasonably determines that all facilities, systems and equipment furnished by ACME are functioning properly, and that Downtime arose from some other cause, ACME can continue to investigate the Downtime cause at the Customer's request and expense for labour and materials cost for services actually performed at the usual and customary rates for similar services provided by ACME to Customers in the same locality.

4. TERMINATION:

In the event that more than five (5) non-consecutive Downtime events within a calendar month and Customer so notifies ACME within five (5) calendar days following the end of such calendar month, Customer shall be entitled to deem such persistent and/or recurring Downtime problem a material breach of ACME's SLA, entitling Customer to terminate the Service Agreement without liability for the recurring service fees and charges for the remainder of the term of the Service Agreement.