

Service Level Agreement for Cloud Machine and Cloud Center

This Service Level Agreement (SLA) covers our support level and service scope for Cloud Machine and Cloud Center subscribers.

I. Service Scope:

Ximbo provides Cloud Machine and Cloud Center service in platform basis. Ximbo technical support would only cover network and hardware issues. Customers shall also responsible for system update and maintenance. If customers require extra technical service, which includes, but not limit to server maintenance, operating system update, server configuration setting, spamming and hacking investigation, application installation, update and customization and programming support, please contact our customer service at (852) 3655 3761 for further detail and pricing.

II. Support Level:

1) 100% Service Uptime

Ximbo guarantees a 100% uptime for network and hardware only. Downtime identified when there is no dial-up or broadband visitor can make any connection to the server (such as PING test) for over 15 minutes; and/or there is no Internet traffic to the server. Scheduled and urgent maintenance with notification to account contact email address will not be considered as downtime.

2) Technical Support

Technical support is available via two channels, ticket system and hotline for customers to report technical issues and inquiries 24 hours around the clock.

Ticket System:

Ximbo operates a ticket system to handle technical inquiries and it is handled by our global support team 24 hours around the clock. Customers can submit inquiries at www.ximbosupport.com and expect response within guaranteed response time.

Support Hotline:

Technical support hotline staffs are available during office hours stated below in general. Under certain circumstance, support hotline may redirect to voice mail due to unexpected volume, data center maintenance tasks, network and hardware upgrade and etc. Customers may leave a voice

mail by using our phone system. Our support team will follow up with the technical admin contact under the customer account either by phone or email within a guaranteed response timeframe.

3) **Guaranteed Response Time**

“Response time” refers to the time required for Ximbo to reply the enquiry from our clients from the time the message arrived Ximbo ticket system or voice mailbox.

Office Hours: 4-Hour response time is guaranteed

Non-Office Hours: 6-Hours response time is guaranteed

4) **Technical Support Office Hours:**

Monday – Friday: 9:00am – 7:00pm

* Except Public Holidays

III. SLA Refund

1) **Calculate the Refund:**

In case, there is any unexpected “downtime”, refund is payable in any month will be calculated as below:

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

“Downtime” refers to the time required to resume the service from the time Ximbo received written notification (by email) of the service failure to the time that the service is resumed.

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 fee, which excludes all license fee for cPanel, Plesk Panel and all operating systems applicable.

2) **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 Ximbo’s equipment which affects the uptime 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:

- a. A failure in the Subscriber's Internet Services Provider (ISP) or Local Area Network;
- b. Any failure of China local end circuit;

- c. Any failure of Hong Kong local end circuit;
- d. Any act of God which results in the failure of the service;
- e. "Hacking" or other security lapse on the Subscriber's servers or networks;
- f. Computer virus attacks from external sources via the Internet;
- g. Failure of software configuration;
- h. Server overloading (e.g. CPU usage above 85% out of your dedicated portion for a certain period of time);
- i. Mail "bombs" or mail "spamming" (unsolicited e-mails) on the Subscriber's servers.

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

3) 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.

IV. Amendment

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

Last updated on August 1, 2013.