

港科數碼有限公司

ACCESS SOLUTIONS LTD.

Service Level Agreement

The following terms and conditions of this service level agreement (as amended from time to time, this "SLA") apply only to products and service and govern the use and availability of the Access Solutions Limited to those persons that have purchases products and services directly from Access Solutions Limited ("Customer") and the right, under certain circumstances specified below, of a customer to receive service credits in respect of the failure of Access Solutions Limited to provide the products and service purchased by customer from Access Solutions Limited in accordance with

- (i) the Terms of Service (服務條款)
- (ii) this SLA

each of which is incorporated herein by reference and made a part hereof (collectively, the "Agreement"). Capitalized term used herein without being defined herein shall have the meaning ascribed to such capitalized term in the Term of Service as applicable. Customer's use of Access Solutions Limited's website, Access Solutions Limited network and the products and services is also subject to customer's acceptance and compliance with this SLA, the Terms of Service and the Order Form.

ACCESS SOLUTIONS LIMITED HEREBY RESERVES THE RIGHT TO AMEND, ALTER, MODIFY, REPLACE OR SUSPEND, FROM TIME TO TIME IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF PRIVACY POLICY. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE SLA.

By submit the order form, customer hereby agrees to the following

1). Definitions

When use in this SLA, the following capitalized terms shall have the definitions set forth below

- (a) "Order Form" means the Access Solutions Limited standard service exhibit, service addendum or order form, specifying the products and service purchase by customer, as in effect from time to time.
- (b) "Products and Services" means those products and services offer by Access Solutions Limited to its general customer base, in each case as purchased by a customer and set forth on an Order Form, but expressly excludes all products and services offered by Access Solutions Limited managed hosting division and expressly marketed as managed hosting services
- (c) "Privacy Policy" means Access Solutions Limited's standard privacy policy, as in effect and listed on Access Solutions Limited website from time to time and subject to all changes, modifications and replacements as Access Solutions Limited may effect in accordance with Terms of Service.
- (d) "Scheduled Maintenance" means all maintenance services for which Access Solutions Limited gives customer at least 3 days prior notice of such maintenance service via Access Solutions Limited outage mailing list maintained on Access Solutions Limited's customer portal.
- (e) "Service Credit" means a credit, calculated in accordance with this SLA, issued by Access Solutions Limited to the customer in respect of products and service contracted for, but not delivered by Access Solutions Limited in accordance with the Agreement due to a qualified network downtime event.
- (f) "Terms of Service" means either (1) Access Solutions Limited standard terms of service as in effect and listed on Access Solutions Limited website as the date of customer's purchase of Products and Service or (2) solely to the extent Access Solutions Limited and customer have separately negotiated written terms of service different from those referred to in clause (1), Access Solutions Limited standard terms of service which incorporate such other written terms of service, duly executed and delivered by each party; in each case, as amended from time to time
- (g) "Access Solutions Limited Network" means the portion internal computer network owned or operated on behalf of Access Solutions Limited that extends from the outbound port on a customer's cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

2). We guarantee

(i) 99% uptime

Access Solutions Limited assures customer 99% uptime availability of the Access Solutions Limited network covered by this SLA. If there has a qualified downtime event as following description, Access Solutions Limited will issue customer a service credit.

Definition of failure

- There is no dial-up or broadband visitor can make any connection to the server (such as PING test) for over 15 minute
- There is no internet traffic to the server except scheduled maintenance

Calculation for service credit for item above

(i) [Amount of downtime (hours) x Monthly Fee x 2] / 720 hours

"Downtime" refers to the time required to make the server up form Access Solutions Limited received a written notice (by email, fax) of the service failure to the time that service is up.

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

3). Service Credit

Service credits are calculated by Access Solutions Limited on a "per-event-basis/per-related-series-of-events-basis". Service credit does not constitute a refund in respect of products or service and may not be carried to future months, paid for or exchanged for cash or other monetary consideration or value. Service credits are not available when

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- A failure in the customer's internet service provider (ISP) or Local Area Network
- Any act of God which results in the failure of server
- "hacking" or other security lapse on the customer's server or networks
- Computer virus attacks from external source via the internet
- Failure of software configuration
- Server overloading (e.g. CPU usage above 85% for a certain period of time)

Access Solutions Limited shall not be liable for any consequential or indirect loss or damage of the customers caused by the failure of service.

In order for a customer to qualify for a service credit, the customer must

- purchased and paid the products and services
- submit a request for service credit to Access Solutions Limited within 3 days from the date of event giving rise the requested Service credit and in according with the terms of this SLA. Failure to request a service credit will result in an automatic waiver of any rights to such service credit under this SLA.

Mode of service credit

The amount of service credit will be deducted in the customer's account in next invoice.

4) Scheduled Maintenance

Customer hereby acknowledges that Access Solutions Limited may, from time to time, perform maintenance service on Access Solutions Limited network, with or without notice to customer, which may result in the unavailability of the Access Solutions Limited network. Downtime or unavailability resulting from Schedule Maintenance shall not constitute a Qualified Network Downtime Event or qualify for any Service Credit. Customer must subscribe to Access Solutions Limited's outage mailing list and provide accurate and timely information in Access Solutions Limited customer portal in order for Access Solutions Limited shall notify customer of all Scheduled Maintenance. Customer's failure to subscribe to Access Solutions Limited's outage mailing list or to provide accurate and timely information on Access Solutions Limited's customer portal may result in the forfeiture of any Service Credit based on downtime or unavailability arising from Scheduled Maintenance for which customer did not receive timely notice. Emergency maintenance and maintenance for which Access Solutions Limited has not given customer notice in according with this SLA shall not be deemed Schedules Maintenance for purposes of this SLA.

5) Disclaimer

Customer hereby acknowledges that Access Solutions Limited's ability to provide products and services and technical support to customer and to manage any server owned or controlled by or leased to customer is contingent upon Access Solutions Limited's ability to connect Access Solutions Limited network to such server and monitor such server. In the event that customer substantially impairs Access Solutions Limited's ability to connect Access Solutions Limited network to any server owned or controlled by or leases to customer, including, but not limited to, through the installation of software, including, but not limited to, firewall software or load balancing software, or through the configuration of such server, then Access Solutions Limited shall have no obligation to provide product and servers or technical support services or any of the services provided for in this SLA for such server and customer shall not be entitled to any service credit under this agreement with respect to such server. If customer requests technical support services or management services for a server for which customer has impaired the ability of Access Solutions Limited to connect Access Solutions Limited network to such sever, Access Solutions Limited shall provide such technical support services or management or management services as professional services on a time and material basis and customer shall not be billed at Access Solutions Limited's then-current professional services rate. Access Solutions Limited shall not be liable for the failure or delay in performing its obligations hereunder or under the Agreement if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Access Solutions Limited's products and services (each, a "Force Majeure Event"). Access Solutions Limited agrees to exercise reasonable efforts to mitigate the damage arising from Majeure Event, however, under no circumstances will Access Solutions Limited or its affiliates be held liable for any cost, expense, liability, claim or damage due to such interruptions. In no event shall Access Solutions Limited or its affiliates be liable to customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services. Customer acknowledges and agree that the receipt of a service credit as provided for in this SLA constitutes customer's sole and exclusive remedy, and Access Solutions Limited sole and exclusive liability, for any failure of Access Solutions Limited network or failure by Access Solutions Limited to provide customer with the products and servers purchased by customer in accordance with the Agreement which results from a qualified downtime event.

ACCESS SOLUTIONS LIMITED RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THIS SLA, THE PRIVACY POLICY AND THE TERM OF SERVICE FROM TIME TO TIME, AND A CUSTOMER USE OF ACCESS SOLUTIONS LIMITED'S PRODUCTS AND SERVICES AND ACCESS SOLUTIONS LIMITED NETWORK AFTER SUCH AMENDMENT, MODIFICATION OR TERMINATION OF THIS SLA, THE PRIVACY POLICY OR THE TERMS OF SERVICE IS POSTED ACCESS SOLUTIONS LIMITED'S WEBSITE (www.advanhost.com.hk) WILL CONSTITUTE THE CUSTOMER'S ACCEPTANCE OF ANY SUCH AMENDMENTS, NODIFICATIONS OR TERMINATION.