



T (852) 2554 7545  
F (852) 2554 7215

service@ud.hk  
[www.ud.hk](http://www.ud.hk)

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This **Service Level Agreement** describes the performance regarding the operation of UDomain Web Hosting Company Limited (UDomain) – Dedicated Server Hosting & Server Co-location Service. It is UDomain's promise to Customers that UDomain will use its commercially reasonable efforts to keep the customer's server operating at maximum potential and availability, or UDomain will compensate the Customers for the downtime. The Service Level Agreement consists of the following guarantee:

## 1. **Power Availability Guarantee**

### 1.1 **Power Availability Guarantee Scope**

Data Centre power availability guarantee is to have its Uninterrupted Power Supply (UPS) AC power provided to Customer's collocation cabinet's power outlet available 100% of the time.

### 1.2 **Scheduled Maintenance Scope**

Scheduled Maintenance shall mean any maintenance including but not limited to monthly fixed window maintenance at UDomain rented data centre's power equipment to which Customer's equipment is connected. Customers will be notified not less than 48 hours in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by telephone, email, fax or pager.

## 2. **Service Availability Guarantee**

### 2.1 **Service Availability Guarantee Scope**

UDomain's Service Availability Guarantee is to have the UDomain's Network connectivity provided to collocation customers, whose connections are via a dedicated Ethernet network port, available 99.99% of the time. 'UDomain's Network' shall mean the collection and configuration of networking equipment utilized by UDomain to provide Internet connectivity to its customers up to the peering points with other major Internet service or backbone providers.



## 2.2 Service Availability Guarantee Process

'Network Unavailability' consists of the number of minutes that UDomain's network as defined below was not available to Customer other than Scheduled Maintenance or unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer, or any use of users of the service authorized by Customer, (d) emergency maintenance, (e) reasons of Force Majeure (as defined hereinafter) or (f) the failure or malfunction of the equipment or network of another provider. An outage will be counted as Network Unavailability only if UDomain notifies Customer of the outage or if Customer opens a trouble ticket with UDomain within five (5) days of outage.

## 2.3 Scheduled Maintenance Scope

Scheduled Maintenance shall mean any maintenance including but not limited to monthly fixed window maintenance at UDomain rented data centre's network to which Customer's equipment is connected. Customers will be notified not less than 48 hours in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by telephone, email, fax or pager.

## 2.4 Service Availability Guarantee Remedy

In the event that Service Unavailability shall occur, subject to Customer's request, the Customer will be credited with an amount calculated monthly as an aggregate of all Downtime events in accordance with the following table:

<u>Downtime</u>	<u>Service Credits</u>
For each 60mins period (but not any fraction thereof) of Downtime in access of 526 minutes per year	One Credit (with maximum of 12 Credits per month)

UDOMAIN shall notify the Customer of any report of Downtime, and investigate it using suitably qualified personnel, as soon as reasonably practicable after becoming aware of it, and shall remedy the Downtime as soon as reasonably practicable.



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## 2.4 Credits

The Customer shall enjoy 5-day free Services for each Credit accumulated monthly provided that the Customer shall within 7 days from the date when UDOMAIN notifies the Customer of the report of Downtime claim for such Credit by notice in writing to UDOMAIN. Subject to Clause 2.5 hereof, all Services, which the Customer is entitled to enjoy, shall be used immediately after the expiry of the Initial Term.

In the event of any dispute over UDomain's assessment of Service Unavailability in any given month, UDomain shall review the matter in dispute and shall endeavour to resolve such matter within a reasonable time. Should the matter be resolved in favour of the Customer, UDomain shall credit the Customer within 3 months from the date of its decision provided any decision made by UDomain shall be absolute and final.

## 2.5 Forfeiture of Credits

If and whenever this Agreement is terminated before the expiry of the Initial Term for whatsoever reason, all accumulated Credit shall be forfeited automatically and UDOMAIN shall have no further obligation to provide free Services for those Credits accrued.

## 3. General

Force Majeure means any event of national emergency war civil unrest riots labour strikes prohibitive government regulation Acts of God natural calamities or other causes as may be determined by an independent arbitrator to be beyond the control of UDomain.

Note: Service Guarantee Cap: The total credit claimed by a Customer under any or applicable Service Guarantees in any calendar month shall not exceed the amounts paid by the Customer to UDomain for charges incurred in that calendar month.

All dedicated servers and server collocation come complete with a service level agreement outlining our commitment to you and the level of service that is offered with your server.

Our guarantee covers the following aspects of your service:



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- Remote Controlled Hardware Reboot
- 24x7 Technical Support
- 99.99% Internet Connectivity
- Price Freeze
- Network Connection
- Location Security
- Software Support and Maintenance

#### Remote Controlled Hardware Reboot

If you need to restart your server, you may contact our technical support team via phone or email - 24 hours a day, 365 days a year, free of charge.

#### 99.99% Internet Connectivity

UDomain guarantees that its network will be up and running all day every day. We're so confident of keeping our promise that in the unlikely event of network downtime occurring, we will credit you the value of one whole day service for every single hour your server is without connectivity.

#### Network Connection

Your server will be connected to our network via a switched network connection.

#### Location Security

Your server will be located in a secure data centre with both physical and electronic security including securely sectioned areas. The data centre is protected by secure key card entry control, CCTV monitoring and recording and a NACOSS approved intruder detection system. The core routers are protected by intelligent redundant firewalls providing constant monitoring of network packets.

#### Software Support and Maintenance

You are responsible for the installation of any third party software on your dedicated server. It is also your responsibility to ensure that you are in possession of valid licenses for all software used on your dedicated server with the exception of the operating system supplied with your server. UDomain is unable to provide technical support for third party applications. If UDomain is asked to provide any support to resolve conflict issues then we will charge our standard consultancy rate of HK\$500 per hour with a minimum charge HK\$2000.

This SLA applies to dedicated servers & server collocation only.