



SERVICE LEVEL AGREEMENT

1. Interpretation

- 1.1 The term “the Agreement” shall mean the Service Agreement.
- 1.2 For the sake of consistency of reference, unless otherwise stated, the expressions referred to in Clause 1 of the Agreement will be adopted hereunder.
- 1.3 This Term Sheet shall form part of the Agreement. Except as otherwise expressly provided in the Agreement in the event of any conflict between the terms of the Agreement and this Term Sheet, the terms of this Term Sheet shall prevail.

2. Definitions

In this Term Sheet, unless otherwise expressed or required by the context, the following expressions shall have the respective meanings set opposite thereto:-

| <u>Expression</u> | <u>Meaning</u> |
|-------------------|--|
| “Downtime” | means any service interruption of 15 minutes or more in the availability to Visitors of the Website pursuant to the Services, but only if the interruption is due to a default by UDOMAIN which includes router package loss in excess of 50%; and |
| “Outage” | means router package loss in excess of 50% sustained for more than 15 minutes. |

3. Service Levels Standards

- 3.1 The Website shall be available to Visitors pursuant to the Services 99.9% (or permitted Downtime of 526 minutes per year) of the time. Where the Website is not so available, 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 excess of 526 minutes per year | One Credit (with maximum of 12 Credits per month) |



3.2 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.

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 5 hereof, all Services which the Customer is entitled to enjoy shall be used immediately after the expiry of the Initial Term.

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.

6. Outages

Outages including emergency and previously scheduled windows for router, switch or server maintenance and Outages caused directly or indirectly by the act or omission on the part of the Customer and/or a third party or caused by failure or malfunction of equipment or network not within the sole control of UDOMAIN or caused by factors beyond the reasonable control UDOMAIN, are not to be included in Downtime calculations. UDOMAIN shall make all commercially reasonable efforts to provide the Customer with previous email notification of all scheduled and emergency Outages.

7. Applicability

This Agreement is only applicable for share hosting packages "Professional" or above.