

## Ahsay Backup Infrastructure as a Service SERVICE LEVEL AGREEMENT

### 1. Definitions

"AHSAY" means AHSAY SYSTEMS CORPORATION LIMITED whose registered office is situated at 28/F, Ford Glory Plaza, No. 37 Wing Hong Street, Lai Chi Kok, Kowloon, Hong Kong. Ahsay Backup Infrastructure as a Service ("BlaaS") means a managed service offered by AHSAY to provide a person or a business entity ("YOU") with one virtual machine ("VM") running on Microsoft Azure cloud platform with AhsayCBS centralized management software ("AhsayCBS") installed, one set of login credential to the provided AhsayCBS, and a continuous managed service to monitor the VM and AhsayCBS to make sure the VM and AhsayCBS are up and running at agreed service levels ("SERVICE LEVELS"). Service Credit ("CREDIT") means the remedy AHSAY will provide to YOU for not being able to meet the SERVICE LEVELS.

#### 1.1 Service Level Agreement ("SLA")

AHSAY will use commercially reasonable efforts to provide BlaaS with the following SERVICE LEVELS:

- The VM provided will be with external connectivity throughout 99.9% of time of a calendar month.
- The AhsayCBS provided will be with external connectivity throughout 99.9% of time of a calendar month.

In the event that BlaaS does not meet the either of the SERVICE LEVELS described above, YOU will be eligible to receive a CREDIT as described below:

- If the external connectivity of VM for a given calendar month is lower than 99.9%, YOU will get a CREDIT that equals 10% of the total BlaaS charge YOU need to pay for that month.
- If the external connectivity of AhsayCBS for a given calendar month is lower than 99.9%, YOU will get a CREDIT that equals 10% of the total BlaaS charge YOU need to pay for that month.

## **2. Service Credit Process**

If AHSAY is unable to meet any of the SERVICE LEVELS set out in section 1.1 during any calendar month (as confirmed by AHSAY), YOU, upon written or email request to AHSAY within thirty days from the last day of the calendar month in which the failure or service interruption occurred, will be provided with the CREDIT as set out in section 1.1. AHSAY will apply the CREDIT to the next available billing period following your request. The maximum value of the CREDIT claimed by YOU will not exceed 20% of the monthly recurring fees of the BaaS.

## **3. Exclusion**

BaaS does not include a paid Meter License of AhsayCBS, AhsayOBM, AhsayACB and any other software developed by AHSAY. You need to acquire this paid Meter License from AHSAY separately and input the correct license information into AhsayCBS in order to make it functioning properly.

## **4. LIMITATION OF LIABILITY**

IN NO EVENT WILL AHSAY BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

## **5. General Provisions**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.