

## Performance Pledges for Web Hosting / Email Hosting

Our Performance Pledges (PP) for Web Hosting / Email Hosting is specially tailored to the needs of an enterprise client and includes features now found in our standard PP.

At hosting service we pride ourselves on the highest levels of quality and customer service, to give our customers peace of mind we have a Performance Pledges.

### We Guarantee

- 1) 99.99% uptime (less than 5 minutes downtime per month)

The PP refund (if any) payable in any month will be calculated as follows:

$(\text{Amount of Downtime (hours)} \times \text{HK\$Monthly Fee} \times 2) / 720 \text{ hr}$

“Downtime” refers to the time required to make the service up from the time Prime Square received written notification (by email) of the service failure to the time that the service is up.

- 2) 2 hours response (4 hours for out of office hours)

The PP refund (if any) payable in any month will be calculated as follows:

$(\text{Amount of Extra Email Response Time (hours)} \times \text{HK\$Monthly Fee} \times 2) / 720 \text{ hr}$

“Response time” refers to the time required for Prime Square to reply the enquiry from our clients from the time the message arrived Prime Square’s email box or voice mailbox.

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 subscription charge.

### Down-time

Down-time refers to the total duration each month for which the primary services are not operating at a reasonable level. Down-time does not include periods for which the primary services are not operating as a result of scheduled outages or outages which can reasonably be determined as resulting from the customers actions.

Scheduled outages: From time to time upgrades to hardware and or software may be required, such upgrades will usually be performed at non-office hours. The client will be notified as far as practicable in advance of such upgrades. Scheduled outages under normal conditions should not exceed 5 hours per year. Under normal conditions the client will be advised via the Prime

Square technical news mailing list no less than 24 hours in advance of any scheduled outage. Clients are required to subscribe the technical news mailing list in order to receive the notification.

## **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 Prime Square's equipment which affects the up time 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:

1. A failure in the client's Internet Services Provider (ISP) or Local Area Network;
2. Any failure of China local end circuit;
3. Any failure of Hong Kong local end circuit;
4. Any act of God which results in the failure of the service;
5. Failure of scripts provided by the client;

Prime Square shall not be liable for any consequential or indirect loss or damage of the client caused by the failure of service.

## **Mode of Refund**

The refund (if any) will be paid by crediting the amount of such refund to the client's next invoice in respect of which such refund is paid.

## **Amendment**

Prime Square may amend or vary the terms of this agreement at any time without prior notice. Prime Square could provide update agreement in Prime Square's website and the corresponding published document, concerning the amendment or variations.