

## **Service Level Agreement (SLA)**

This Service Level Agreement (“SLA”) supplements the Terms of Service (“TOS”) posted from time to time on the Run IT Solutions Limited website :  
([https://runitcloud.com/terms\\_of\\_service/](https://runitcloud.com/terms_of_service/))

This SLA does not apply to any trial service, beta features, free service, and any product identified as End-of-Life (“EOL”) by Run IT Solutions Limited.

### **Definitions**

“**Service Failure**” refers to no external connectivity to the service.

“**Downtime**” refers to the time required to resolve a service failure from the time Run IT Solutions Limited received written notification (by email) of the service failure to the time that the service is available. This does not include any service failure caused by Limitations described below.

“**Downtime Percentage**” is calculated as follows:

Total number of minutes of Downtime in the calendar month x 100% / Total number of minutes in the calendar month

“**Monthly Uptime Percentage**” or “**Uptime**” is calculated by subtracting the Downtime Percentage from 100%.

### **Service Commitment**

Run IT Solutions Limited makes a commitment to providing a 99.95% uptime SLA for all services. In the event that Run IT Solutions Limited fails to meet this commitment, the Subscriber will be eligible to receive an SLA Credit as stated below.

### **SLA Credits**

SLA Credits apply only to fees paid for the particular service or service add-ons whose uptime has not been met. SLA credits do not apply to domain registration, SSL certificate, and other License services.

The SLA Credit payable in any month will be calculated as follows:

$$\text{Downtime Percentage} \times \text{Monthly fee} \times 2$$

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Maximum refund of the month equals to one-month monthly subscription fee.

### **Mode of Credit**

The SLA Credit will be paid by crediting the amount of such refund to the Subscriber's account fee, and the subscriber may apply these SLA credits to future charges of the relevant account.

### **Limitations**

An SLA credit for service failure to achieve the service levels will NOT be eligible where such failure is a result of the scheduled service or maintenance of any of Run IT Solutions Limited's equipment.

An SLA credit for failure to achieve the service levels will NOT be eligible where such failure is caused by any of the following:

1. Any failure of China local end circuit;
2. Any failure of Hong Kong local end circuit;
3. A failure in the Subscriber's Internet Services Provider (ISP) or Local Area Network, or network failure from Subscriber's site to our data centers;
4. Failure of software configuration;
5. Server overloading (e.g., high CPU usage above 85% for a certain period of time);
6. Violation of AUP;
7. Subscriber use of service after Run IT Solutions Limited advised the subscriber to modify the use of the Service, and the subscriber did not modify the use as advised;
8. Any factors outside our reasonable control such as natural disaster, war, and government actions;
9. "Hacking" or other security lapse on the Subscriber's servers or networks;
10. Computer virus attacks from external sources via the Internet.

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



Run IT Solutions Limited may at any time amend or vary the terms of this agreement providing that Run IT Solutions Limited should provide written notice, on Run IT Solutions Limited's website and the corresponding published document, concerning the amendment or variations.