

Hosting SLAs

This Hosting SLAs only apply if Customer purchases Hosting Services directly from RIB.

1. **Definitions.** Capitalized terms used but not defined in this Hosting SLAs will have the meanings provided in the General Terms and Conditions. For purposes of this Hosting SLAs, the following terms shall have the definitions indicated:

“**Agreement**” means the General Terms and Conditions for the Application published at: [\[WEBSITE LINKAGE\]](#).

“**Availability**” means the Application is Available 99% of the time, other than periods of Excused Outages, as measured over the course of any calendar-month period. The parties may mutually agree upon a higher Availability against payment of a surcharge by the Customer in addition to the Monthly Fee.

“**Available**” means that the Application is available for access and use as provided in the Agreement without a Malfunction that renders the Application inoperative or practically unusable by multiple Customer Users not addressed by a Workaround.

“**Excused Outage**” means Unavailability (i) during Scheduled Maintenance, (ii) during Urgent Maintenance, (iii) caused by or resulting from negligent acts or omissions or willful misconduct of Customer, its Affiliates, their respective employees, contractors, or agents, or any other party gaining access to the Application due to any such negligent act or omission or willful misconduct, (iv) arising from Customers direction that RIB cease making the Application Available other than in the event of an uncured material breach of the Agreement by RIB, and (v) during a Force Majeure Event.

“**Force Majeure Event**” means an occurrence reasonably beyond the direct control of RIB and not due to RIB’s own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

“**Hosting Service Credit**” means a credit described in Section 2 below.

“**Monthly Fee**” means the fees paid or payable by Customer under the Agreement for a given monthly period (prorated accordingly if paid other than monthly).

“**Scheduled Maintenance**” means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Application, but only if (i) the foregoing occurs between 12:00 AM and 4:00 AM (American and European: CET (GMT +1), Australia: AEST (GMT +10), Other region: HKT (GMT +8) or (ii) RIB has notified Customer thereof at least 72 hours in advance and such event lasts no more than six hours.

“**Unavailability**” means that the Application is not Available.

“**Unexcused Outage**” means Unavailability outside of periods of Excused Outages.

“Urgent Maintenance” means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Application, but only if (i) the foregoing is considered urgent in RIB’s sole and reasonable discretion, (ii) the foregoing occurs between 04:00 AM and 12:00 AM Hong Kong Time and (iii) RIB has notified Customer thereof in advance and such event lasts no more than three hours.

“Workaround” means a procedure as to which RIB advises Customer for avoiding or mitigating a Malfunction that is reasonable under the circumstances and sufficient to alleviate any substantial adverse effect of the Malfunction on the utility of the Application.

2. **Hosting Service Credits.** For each calendar month in which an Unexcused Outage occurs, as Customer’s sole and exclusive remedy (other than as set forth in Section 3 below), a credit against the Monthly Fee for such month shall be applied to the next invoice(s) issued under this Agreement (or refunded promptly if such credits remain upon expiration or any termination of this Agreement) as set forth below:

Availability (other than and excluding periods of Excused Outages)	Credit Percentage
at least 98.5 % but less than 99 %	5 %
at least 97.5 % but less than 98.5 %	10 %
at least 96.5 % but less than 97.5 %	20 %
less than 96.5 %	50 %

3. **Termination.** As Customer’s sole remedy under the Agreement for excessive Unexcused Outages, in the event that (i) RIB fails to meet the Availability for any six months in a 12-month period, (ii) RIB fails to meet the Availability for four consecutive months, (iii) the Application is not Available at least 96.5% of the time, other than periods of Excused Outages, as measured over the course of any three consecutive months, or (iv) the Application is not Available at least 90% of the time, other than periods of Excused Outages, as measured over the course of any two consecutive months, Customer may terminate this Agreement without penalty upon written notice to RIB within 30 days following the accrual of such right.

4. **Additional SLAs.** In addition to these Hosting SLAs, the SLAs for the country of the Customer’s address that can be viewed and downloaded at <https://docs.microsoft.com/en-us/partner-center/agreements> (“MS SLAs”) apply. In case of conflicts between provisions of these Hosting SLAs and the MS SLAs, the provisions of these Hosting SLAs shall prevail.