

Service Level Agreement (SLA) for the High-Performance Computing (HPC) Platform

1. Introduction

This Service Level Agreement (SLA) outlines the performance standards for the HPC Service and the responsibilities of both HKSTP and the Customer.

2. Definitions

- **HPC Service:** The AI High-Performance Computing (HPC) Infrastructure as a Service provided by HKSTP.
- **Customer:** The entity paid and receiving the HPC Service services provided by HKSTP.
- **Critical issues:** Those issues that arise in the production environment where critical functions of the HPC Service are inoperable or unavailable with no reasonable workaround available. For the avoidance of doubt, partial impediment or slowing down of the HPC Service shall be regarded as a non-critical issue.
- **Downtime:** Any period when customers are unable to access their subscribed service and resources due to a failure in the unexpired Platform or the Service Infrastructure. Downtime does not include Scheduled Maintenance, the unavailability of Service add-on features, the failure is uncontrolled by HKSTP, the inability to access the service due to failure on the Customer's side, any service interruption due to modifications of the subscribed service and resources, or periods where the capacity is exceeded.
- **Response Time:** The duration between the HPC Service support staff receiving and reading a customer email and sending an acknowledgment reply, all within the service supporting timeframes.
- **Scheduled Maintenance:** means periods of time when the HPC Service is not operational and accessible due to network, hardware, software or service maintenance or upgrades. Prior to the commencement of such maintenance or upgrade, notification will be sent to the customer or posted on the HKSTP's website.
- **Uptime:** The time during which the core HPC Service (excluding any peripheral or network not controlled by HKSTP) is operational.
- **Uptime Percentage:** The total number of minutes of Uptime, minus the Downtime, divided by the total number of Uptime, within the service period, excluding the scheduled maintenance period.

3. Service Level

3.1 Uptime Percentage

- The Uptime Percentage shall be equal to or greater than 99.5% in a service period. A service period is set out in the Quotation. If Customer subscribes for a service period more than a month, Uptime Percentage shall be calculated on a monthly basis.
- HKSTP shall monitor and measure Uptime and Downtime. In case of conflict with Customer's own measurements, the report and data of HKSTP shall be final and conclusive.

3.2 Service Supporting timeframes

- Support hours: Monday to Friday: 09:00 – 18:00
- Non-support hours (Saturday, Sunday and Public Holidays in Hong Kong): Next business day

3.3 Response Time

- HKSTP shall provide incident response to Customer (within service supporting timeframes) as follows:
 - Critical issues: within 2 hours
 - Non-critical issues: within 24 hours
 - General Enquiry: within 48 hours

3.4 Service credit

- Customer shall be entitled to receive service credit corresponding and equivalent to the amount of Downtime it suffered in a service period.
- For the avoidance of doubt, service credit is only applicable to a breach of Uptime Percentage. Customer acknowledges and agrees that it has no remedy for a breach of Response Time as the remedy for any Downtime suffered is adequately compensated by the service credit it would receive.
- A service credit is Customer's sole and exclusive remedy for any breach of this SLA.
- After consultation with the Customer, HKSTP shall apply the service credit to set-off against the next invoice to be issued to the Customer or grant the Customer additional time to use the HPC Service as an extension to the service period. In no circumstances will the Customer be entitled to a refund.

4. Maintenance

4.1 Planned Maintenance

HKSTP will perform scheduled maintenance and will generally notify customers at least 72 hours in advance and 2 hours of advance notice for timely maintenance.

4.2 Unplanned Maintenance

In the event of unplanned maintenance, the supporting staff of HPC service will notify the Customer as soon as possible and strive to minimise downtime.

Users are advised to carry out regular data backups to minimize any potential impact.

5. Incident and enquiry

The Customer can report incidents and enquiry via the following channel:

Email: adi.helpdesk@hkstp.org

6. Amendments

HKSTP retains the discretion to modify this SLA at any time, with such changes becoming effective immediately without prior notification to the Customer.