

Wowrack Service Level Agreement

This Service Level Agreement (this “**SLA**”) describes Wowrack’s commitment to providing excellent customer satisfaction to each and every one of its customers. Wowrack understands the importance of your server or website availability on the Internet and Wowrack will take every measure that it can in order to provide an excellent level of service and maximum performance and uptime comparable with the best in the industry. This SLA is provided to all Wowrack customers at no additional costs. This SLA is incorporated by reference into any agreement you may have with Wowrack. Wowrack may modify or amend this SLA at any time by posting a revised version at www.wowrack.com. By using the Services, you agree to the most recent version of this SLA.

Network Uptime

Wowrack guarantees that its network will be available 100% of the time in a given calendar month, subject to the remaining provisions of this SLA. Network availability is defined by the availability of all Wowrack network infrastructures essential to the operation of your server or service, including network hardware such as routers, firewalls, switches and cabling. The network is unavailable when there is 100% packet loss between Wowrack’s network and the Internet, measured from the time Wowrack acknowledges the network blackout to the time when the packet loss percentage is restored to something less than 100%. Should network availability drop under 100% under the terms of this SLA, Wowrack will credit customer 5% of the Monthly Recurring Charges for that month for every hour of downtime (up to 75% of customer's monthly fee).

Infrastructure Uptime

Wowrack guarantees that its infrastructure will be available 100% of the time in a given calendar month, subject to the remaining provisions of this SLA. Infrastructure availability is defined by the availability of all critical infrastructure systems required to operate your server or service, including power, HVAC, UPS, PDU and power cabling. Infrastructure unavailability is measured from the time Wowrack acknowledges the infrastructure unavailability to the time when the server is once again powered on. Should infrastructure availability drop under 100% under the terms of this SLA, Wowrack will credit customer 5% of the Monthly Recurring Charges for that month for every hour of downtime (up to 75% of customer's monthly fee).

Network Performance

Wowrack guarantees that its network will perform 100% of the time in a given calendar month, subject to the remaining provisions of this SLA. Network performance is defined by overall packet loss of less than 1% and latency of less than 75ms, as measured from Wowrack Core Network Layer to Wowrack Transit Provider’s Network.

Hardware Guarantee

Wowrack guarantees the maintenance of all of its hosting servers which includes virtual and dedicated servers. Wowrack shall initialize the replacement of faulty hardware within 2 hours from the time Wowrack acknowledges the problem, subject to the remaining provisions of this SLA. In the event of unavailability of identical hardware, Wowrack shall replace the faulty hardware with temporary similar hardware in order to make the server or service operational again. Upon the arrival of replacement hardware, Wowrack will notify the customer regarding the option of either replacing the hardware or keeping the server running with the temporary hardware. Hardware is defined as: CPU (processor), CPU (processor) fan, RAM (memory), Motherboard, Hard drive, video card, power supply, and other related hardware specified during server order. Should Wowrack fail to replace faulty hardware within the 2 hour guarantee under the terms of this SLA, Wowrack will credit customer 5% of the Monthly Recurring Charges for every hour of downtime (up to 75% of customer's monthly fee).

Email Support Guarantee

Wowrack guarantees 1 hour email support response time for managed services customers, and 24 hour email support response time for all other customers, subject to the remaining terms of this SLA. E-mails for support shall be sent to support@wowrack.com. Should Wowrack fails to respond within said time limits under the terms of this SLA, Wowrack will credit customer 5% of the Monthly Recurring Charges for any unanswered emails sent to Wowrack managed support or standard support at support@wowrack.com. Customer is only entitled to 1 credit per 24 hour period regardless of how many emails he/she sent. Customer is entitled to a maximum of 5 credits per month.

Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of service operations caused by or associated with:

- Force Majeure.
- Failure of data or telecommunication circuits caused by a provider's faulty network.
- Scheduled maintenance with 120 hours of advance notification to customer's authorized users list defined in Wowrack Customer Portal.
- Emergency network maintenance in order to maintain and protect the integrity and performance of our network and datacenter infrastructure.
- Network or Internet security breaches including virus/worm attack, denial of service & misuse of service by authorized/unauthorized users.
- DNS or email issues beyond direct control of Wowrack.
- Failure of customer's own equipment.
- Customer's act of omissions or act of omissions of others associated, authorized or unauthorized by Customer, including without limitation, any negligence, willful misconduct, breach of Wowrack's terms of service and Wowrack's acceptable usage policy.
- Inaccessible server or account due to password change.
- Non-paying or delinquent customers.

Credit Request

In order to be eligible for credit request, customer's account must be in good standing with no outstanding charges at the time when the failure to meet the requirements of this SLA occurs. Customers are responsible for documenting and submitting all evidence of the failure. In no event shall one claim overlap the others. Each credit request must be received within 5 days of the failure's occurrence and must be approved by Wowrack support team. Failure to submit a credit request in a timely manner will result in the forfeiture of the claim. Each valid credit will be applied to an invoice of customer within two billing cycles after Wowrack's approval of customer's credit request. Credits are exclusive of any applicable taxes charged to customer or collected by Wowrack. Notwithstanding anything in this SLA to the contrary, the total amount credited to a customer in will not exceed the seventy-five percent (75%) of the Monthly Recurring Charges paid by customer for such month. Wowrack shall be the sole arbiter in determining the credit request approval.