

Service Level Agreement

Introduction

Wowrack believes in providing excellent customer satisfaction to each and every one of our customers. We understand the importance of your server or website availability on the Internet and we will take every measure that we can in order to provide excellent level of service that stand amongst the best in the industry. We have remedied the following service level agreement (SLA) in order to ensure maximum performance and uptime. This SLA is provided to all Wowrack hosting services at no additional costs.

Network Uptime

Wowrack guarantees that our network will be available 99.9% of the time in a given month. Network uptime is defined by the availability of all Wowrack network infrastructures that includes network hardware such as routers, firewalls, switches and cabling essentials to the operations of your server. Wowrack considers our network as down when there is 100% packet loss between our network and the Internet. Network downtime is measured from the time Wowrack acknowledges the network blackout to the time when the server is once again available to the Internet.

Subject to Sections 'Exceptions & Credit request' below, upon Customer's request; Should network availability drops under 99.9%, Wowrack will credit customer 5% of the base monthly fee for every hour of downtime (up to 100% of customer's monthly fee).

Infrastructure Uptime

Wowrack guarantees that our infrastructure will be available 100% of the time in a given month. We guarantee the availability of critical infrastructure systems required to operate your server which includes power, HVAC, UPS, PDU and cabling. Infrastructure downtime is measured from the time Wowrack acknowledges the infrastructure unavailability to the time when the server is once again powered on.

Subject to Sections 'Exceptions & Credit request' below, upon Customer's request; Should infrastructure availability drops under 100%, Wowrack will credit customer 5% of the base monthly fee for every hour of downtime (up to 100% of customer's monthly fee).

Hardware Guarantee

Wowrack guarantees the maintenance of all of our hosting servers which includes virtual and dedicated servers. Wowrack shall initialize the replacement of faulty hardware within 2 hours from the time we acknowledge the problem. In the event of unavailability of identical hardware, Wowrack shall replace the faulty hardware with temporary similar hardware in order to make the server operational again. Upon the arrival of replacement hardware, we will notify the customer regarding the option of either replacing the hardware or keeps the server running with the temporary hardware. Hardware is defined as: CPU (processor), CPU (processor) fan, RAM (memory), Motherboard, IDE/SCSI hard drive, video card, power supply, and other related hardware specified during server order.

Subject to Sections 'Exceptions & Credit request' below, upon Customer's request; Should Wowrack fails to replace faulty hardware within the 2 hour guarantee, Wowrack will credit customer 5% of the base monthly fee for every hour of downtime (up to 100% of customer's monthly fee).

Server Monitoring

Wowrack provides 24/7 Wow-Watch basic monitoring service to all dedicated servers in our datacenter. Our monitoring system will ping your server for uptime availability every 3 minutes. Should your server becomes unreachable, our technicians will be automatically notified by SMS or pager to investigate the cause of the problem.

Email Support Guarantee

Wowrack guarantees 2 hour email support response time for managed services customers. Managed services are defined at the time of server order. In most cases, customer will have to incur additional fees for Wowrack managed services. All other customers are guaranteed 24 hour email response time at support@wowrack.com.

Subject to Sections 'Exceptions & Credit request' below, upon Customer's request; Should Wowrack fails to respond within the time limit of the support guarantee, we will credit customer 5% of the base monthly fee for any unanswered emails sent to Wowrack managed support or standard support at support@wowrack.com within the time guarantee. 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:

- Conditions beyond our reasonable control resulting directly or indirectly from acts of any governmental body, war, terrorism, sabotage, insurrection, embargo, strike or other labor disturbances, interruption in traffic or transportation, interruption or delay in telecommunication or third party services, natural disaster or catastrophes, fire, flood, facility power shortages, disturbance in the ability to obtain raw material or supplies, inability to obtain third party software and hardware and any other circumstances beyond our reasonable control in order to provision this SLA.
- Failure of data or telecommunication circuits caused by provider's faulty network.
- Scheduled and emergency network maintenance or software / hardware upgrade.
- 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 problem occurs. Customers are responsible for documenting and submitting all evidence of the problems. In no event shall one claim overlap the others. Each credit request must be received within 5 days of problem occurrence and must be approved by Wowrack support team. Failure to submit credit

request in 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 base fee paid by customer for such month. Base monthly fee is defined by the monthly service fee paid by customers excluding any additional fees such as bandwidth overage, additional IP addresses, additional hardware, software or services. Wowrack shall be the sole arbiter in determining the credit request approval.

Please submit your credit request with this [form](#).

Activation of SLA

Wowrack provides SLA to all level of our hosting services. In order to activate your SLA, customer must fill out downloadable SLA .pdf activation form. Please complete the form, sign and mail the SLA to the address below:

Wowrack.com Billing Department
2001 6th Ave
Suite 2008
Seattle, WA 98121
USA

You can also choose to fax your SLA activation to: 206.219.5327

Your SLA is effective from the time we received your signed SLA. You have to fill out all required fields or the SLA will be deemed as invalid. We will send a confirmation email to you upon the activation of your SLA.