



HARDWARE REPLACEMENT SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") describes performance guarantees for the PacificRack network. This SLA is made between PacificRack.com, ("PacificRack", "Provider", "we", "us", "our") and you ("Customer", "Client", "you"). This document may be updated in the future, and will be located online at www.PacificRack.com/agreement.html. **Customers are responsible for checking for changes as notifications may not be made.**

HARDWARE REPLACEMENT

In the event that a server hardware component included as part of the Customer's dedicated server configuration fails we will make the necessary repairs at no charge to the Customer. We offer a best effort guarantee that the replacement of defective components will be completed within two (2) hours of identifying the source of the problem. If due to extenuating circumstances hardware replacement exceeds the allotted time, Customer may receive a credit of 1 days service for every 1 hour delay above 2 hours, to a total credit limit of 10 days of service.

This guarantee covers all components configured within the Customer's affected dedicated server equipment, including the power supply(s), cabling, CPU(s), memory, motherboard, network adaptor(s), hard drive(s), and disk controller(s). This SLA does not include time to rebuild a failed RAID array or restore data/websites. This SLA makes no provisions for data loss to mechanical hardware failure. We strongly recommend all customers to maintain off-server backups of critical data.