



NETWORK 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.**

UPTIME: We offer a 99.999% uptime service level agreement. This means that for any given month, we will provide best effort service to prevent any downtime, and will strive to limit any unplanned downtime to no more than 5 minutes. If an outage exceeds a total of 5 minutes in a month, we will credit 5% of the Customer's base monthly recurring fee for the affected server, per 30 minutes of downtime, up to 100% of the base monthly recurring fee.

PACKET LOSS: PacificRack offers a 0% packet loss service level agreement. This means that for any given month, we will provide best effort service to provide 0% packet loss on our internal network. If Customer experiences packet loss in excess of 0% on our internal network, Customer may receive a credit equal to 5% of the base monthly recurring fee for the affected server for every 30 minutes of packet loss, up to 100% of the base monthly recurring fee.

This agreement covers the PacificRack internal network infrastructure, including connectivity to our transit providers, routers, and switches. The network service level agreement does not cover dedicated server hardware, services that are dependent on dedicated server hardware, or service interruptions related to planned maintenance. Network cabling faults/failures are not covered under this SLA. Server crashes unrelated to network uptime are not covered under this SLA.

REFUND PROCEDURES AND EXCEPTIONS:

To qualify for Service Level Agreement credits, Customers must notify PacificRack within 24 hours of the perceived event by email to sales@pacificrack.com or via FAX: (213) 614-9375 notifying PacificRack that you wish to pursue SLA credit redemption. Customer must include perceived downtime date and estimate start and end time, as well as specific server or services affected by the reported service interruption. We reserve the right to withhold Service Level Agreement credits to any customer currently in default of any service on their account.