Service Level Agreement

Last Updated: May 13, 2019

Vacares, LLC is proud to offer an exceptional level of performance, reliability, and service. That is why we are making commitments to our customers in the form of this service level agreement ("SLA"), which provides certain rights and remedies regarding the performance of the Vacares network. The SLA guarantees our network/equipment reliability and performance. The SLA is incorporated into the terms-of-service agreement ("TOS"), located at https://vacares.com/legal/Terms_of_Service.pdf , and applies to all services delivered to customers by Vacares. This SLA does not apply to the availability of third-party services or to services provided by third parties, such as cloud-based backup and CDN. This SLA is binding only on customer and Vacares and does not apply to any third parties, including customer end users. The issuance of service credits is the sole remedy of customer and Vacares sole obligation for any failure by Vacares to satisfy the requirements listed in the SLA.

Network & Server Uptime Guarantee

Vacares, LLC guarantees a 99.9% network and server uptime ("Uptime Guarantee"). This uptime percentage is a monthly figure and is calculated solely by Vacares monitoring systems or Vacares authorized/contracted outside monitoring services. If Vacares fails to meet the Uptime Guarantee, and it is not due to one of the exceptions below, service credits will be made available to each customer, on request, on a case-by-case basis.

The following requirements must be met while claiming credits:

- Your account must be in good standing (i.e., no overdue invoices, pending cancellations, abuse reports);
- You must submit a ticket through our customer portal to the billing department or email the billing department at billing@vacares.com;
- All requests must be submitted within five days of the reported downtime; and
- All requests must contain a ticket ID or announcement notification of the service interruption.

Service Credit will be generated as follows:

For every 30 minutes of qualified downtime as outlined in this SLA, Vacares will give 5% credit. The total amount credited to you for Vacares not meeting SLA service levels will not exceed the Fees paid by you for the affected services for the period in question. Credits are exclusive of the CDN costs and any applicable taxes charged to you or collected by Vacares. Downtime must be continuous and a minimum of 30 minutes.l

Downtime for the following events will not be accounted for:

- DDoS Attacks;
- Scheduled downtime or planned maintenance;

- Interruption of service due to unpaid invoices, abuse notifications, and violations of the TOS or our Policies;
- ISP or local connection problems, including telecom failure (i.e., cutting a fiber line somewhere) and backbone peering issues (i.e., having a router go down in Texas that wipes out internet service for the entire area);
- DNS issues not within the direct control of Vacares;
- Downtime that result from customer's or third-party hardware or software;
- Downtime that resulted from or attributable to the actions or inactions of customer or third parties;
- Downtime attributable to services provided by third parties;
- Natural disasters or events beyond the control of Vacares, LLC; or
- Internal services such as MySQL, Apache, PHP, etc.

Connectivity

Vacares' goal is to make the Vacares network available for you free of outages for 99.9% of the time. An "outage" is defined as an instance in which you are unable to transmit and receive IP packets due to a Vacares service failure for more than 30 consecutive minutes, excluding service failures relating to Vacares' scheduled maintenance and upgrades. The Vacares network does not include customer premises equipment or any telecom access facilities connecting customer's premises to that infrastructure. Vacares' goal is to keep Average Round-Trip Latency on the Vacares network to 85 milliseconds or less. Vacares defines "Average Round-Trip Latency," with respect to a given month, as the average time required for round-trip packet transfers between the Vacares network and major US backbone peering points during that month, as measured by Vacares. Vacares' goal is to keep Average Packet Loss on the Vacares network to 1% or less. Vacares defines "Average Packet Loss," with respect to a given month, as the average percentage of IP packets transmitted on the Vacares network during that month that are not successfully delivered, as measured by Vacares.

Measurement

Vacares will periodically (on average every five minutes) monitor Vacares network and server availability using software and hardware components capable of measuring application traffic and responses. You acknowledge that those measurements may not measure the exact path traversed by your Internet connection and that those measurements constitute measurements across the Vacares network but not other networks to which you may connect. Vacares reserves the right to periodically change the measurement points and methodologies it uses without notice to you.

Hardware Failure

Vacares stands behind all equipment on our network. Faulty hardware is rare but cannot be predicted nor avoided. Vacares uses only name brand hardware of the highest quality and performance. Vacares will replace all faulty hardware affecting performance levels of equipment within 12 hours, which includes

hardware issues that cause server crashes or speed issues. Hardware failure resulting in complete network/server outage/downtime will be corrected within two hours of problem identification. Router failure is an exception to this SLA guarantee and may require third-party service providers to correct the problem. Vacares will replace all faulty hardware on dedicated servers at no charge to you with an unlimited free replacement policy. This includes parts ordered as upgrades.