

Virtualcloudworks, LLC Service Level Agreement (SLA)

100% Service Level Agreement

virtualcloudworks understands the importance of our role in supporting an organization's business processes. We treat the service we provide as a critical component of each customer's success.

virtualcloudworks is committed to providing reliable, high-performance hosting services. Our 100% Service Level Agreement (SLA) has been designed to ensure the highest quality service as a result of the self discipline it imposes on our company. The three key aspects of the virtualcloudworks Service Level Agreement are:

- **Network Uptime Guarantee**
- **Server Uptime Guarantee**
- **Customer Service Guarantee**

Should specified metrics fail to be achieved, virtualcloudworks will credit the customer's account in accordance with the terms and conditions of this SLA.

Network Uptime Guarantee

virtualcloudworks' goal is to ensure that the virtualcloudworks Network is available free of Network Outages for 100% of the time. For purposes of this SLA, a "Network Outage" is an instance in which our network fails a Packet Loss test.

virtualcloudworks guarantees 100% uptime of the Network. The virtualcloudworks Network extends from the outbound port on your edge device to the outbound port of the data center border router and includes virtualcloudworks managed switches, routers, and cabling. Our guarantee covers the virtualcloudworks Network, and does not cover outages that occur outside of the virtualcloudworks Network.

Packet Loss Test - This test measures the number of IP packets successfully sent and received over the virtualcloudworks Network. virtualcloudworks strives to achieve 100% packet delivery.

The Internet Control Message Protocol Test (ICMP) is used to calculate packet delivery. The ICMP Test consists of sending a series of test packets between the points of presence (POPS) of virtualcloudworks' facility provider's private Internet exchange to the Customer's servers and network equipment hosted and managed by virtualcloudworks. The test results are analyzed to determine Packet Loss. Any failure of the virtualcloudworks Network to deliver packets in the Packet Loss test is considered to be an outage.

Server Uptime Guarantee

virtualcloudworks strives to ensure that each server and related equipment are operational and available for service. virtualcloudworks' goal is to make the virtualcloudworks managed servers available to the Customer free of Server Outages for 100% of the time. For purposes of this SLA a "Server Outage" is defined as an instance in which no traffic can pass in or out of the virtualcloudworks managed Server.

Customer Service Guarantee

Our goal is to provide highly responsive and effective customer service. We measure two key events for the resolution of service requests. Our automated ticket system will provide immediate acknowledgement of your request. After you receive acknowledgement, you will receive communication within the specified time for each of the two key events. All commitment times are measured from the time the request was received by virtualcloudworks. The two key events are as follows:

- **Assigned** - A service representative has started working on your request.

- Resolved - Your request has been resolved.

Our service level commitment varies by the severity of the request. Service requests are categorized into two levels of severity, as follows. Please note that you must specify that a request is Critical, otherwise it will be treated as Normal.

Severity		Assigned	Resolved
Normal	Problem or issue that DOES NOT impact the operation of your web site or application.	4 hours	16 hours
Critical	Problem or issue that DOES impact the operation or your web site or application.	2 hours	8 hours

If you have an Emergency we urge you to contact us immediately by phone as soon as you submit your ticket. This will allow us to quickly determine the proper course of action and resolve your emergency.

Calculation of Credit

Network Uptime Credit - If virtualcloudworks fails to meet the Network Uptime guarantee in any calendar month, the Customer shall qualify for one day of credit for that month for each quarter hour of Network Outage time incurred. One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific hosting service impacted (usage based charges are excluded). Credits will be applied to any confirmed Network Outage greater than one quarter hour. Credits will not be applied for any Network Outage less than one quarter hour. Network Outage is measured from the time the Network Outage begins until the time the Outage is resolved.

Server Uptime Credit - If virtualcloudworks fails to meet the Server Uptime guarantee in any calendar month, the Customer shall qualify for one day of credit for that month for each quarter hour of Server Outage time incurred. One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific hosting service impacted (usage based charges are excluded). Credits will not be applied for any Server Outage less than one quarter hour. Server Uptime credit is only applicable when the network is available, but the server is not. Server Uptime Credit can only be claimed when the outage is directly attributable to problems with the server, not the network. Server Outage is measured from the time the outage begins until the time the outage is resolved.

Note: A maximum of 30 days of credit will be given for Network Uptime, and Server Uptime credits combined in any given month.

Customer Service Credit - A credit of \$50 will be paid for any failure to complete a required event within the stated time periods, up to a total of \$100 for any one request. For example, if virtualcloudworks fails to respond that the request has been Assigned within 2 hours and fails to respond that the request has been Resolved within 8 hours for a Critical service request, a credit of \$100 may be claimed. If we respond that the request has been Resolved, when in fact it has not been resolved, this is considered to be a failed event. Customer service credits may only be claimed for

requests related to services that virtualcloudworks has contracted to provide according to your [hosting services agreement](#). Furthermore, any time spent resolving problems or issues related to applications or services that we have not contracted to provide are billable to the customer at prevailing rates and are guaranteed according to the quote we provide for those services. Also, problems or issues within an application are generally not the responsibility of virtualcloudworks, unless application level services have been specifically contracted for.

Filing a Claim - To qualify for a credit, the customer must first have opened a trouble ticket to report a Network Outage or Server Outage within seventy two (72) hours of the beginning of the outage. For Customer Service claims, the customer must have stated that the request was Critical to qualify under the time requirements for Critical requests. Customer requests that do not specify that the request is Critical will be treated as Normal requests. In addition, the customer must request a credit claim within thirty (30) business days of the outage or customer service lapse.

The claim must include the following information:

- Customer name, account number and contact information
- Ticket number of the initial request or outage inquiry
- Type of problem (Network Outage, Server Outage, or Customer Service lapse).
- Brief description of the characteristics of the Outage or Customer Service lapse.

virtualcloudworks, in its sole discretion, shall attempt to review all claims within ten (10) business days of receipt and will notify the customer if the Customer's claim is rejected. Credits will be issued only for problems caused by circumstances within virtualcloudworks' reasonable control and not as a result of any actions or inactions of the customer or any equipment provided by the customer.

The credits available under this "Calculation of Credit" section are the sole and exclusive remedies of the Customer for any failure of virtualcloudworks to satisfy any metrics, requirements, standards or other performance or service goals of any type or description within this SLA. Customer waives and releases any claims for other relief and accepts the specified credits as the only remedies. In any event Customer understands that cash refunds are not available and that the credits provided may only be used as a credit against Customer's account.

Timing of Credits - Approved credits should be applied to the Customer's next available invoice following the claim approval.

Service Level Agreement Eligibility - virtualcloudworks hosting customers are automatically covered, free of charge, with the following exceptions:

- When a customer account is not in good financial standing with virtualcloudworks, defined as having a past due account balance.
- Circumstances beyond virtualcloudworks' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, or failure of any customer provided equipment.
- Customers that are using virtualcloudworks as a server co-location facility are excluded from the Server Availability Guarantee.
- Scheduled maintenance
- Domain name service (DNS) issues related to third party DNS providers
- Customer fails to report an outage and open a trouble ticket.
- Outage or error of any virtualcloudworks SLA measurement system (i.e. credits not automatically granted)

because measurement system fails).

- Customer's acts or omissions, including without limitation, any negligence, willful misconduct, or use of the virtualcloudworks Network or virtualcloudworks services in breach of any applicable service agreement between Customer and virtualcloudworks, including but not limited to virtualcloudworks' Terms and Conditions of Use, by Customer, its employees, agents or others authorized by Customer.

This SLA Program applies only to services provided by virtualcloudworks.

Service Level Agreements that are negotiated and incorporated into a service agreement between virtualcloudworks and Customer take precedence over those described in this document.

virtualcloudworks, in its sole discretion, may amend or revise this SLA at any time. Such amendments or revisions will be considered effective when an updated SLA is posted on virtualcloudworks' website.

Additional SLA Information

For additional information regarding the virtualcloudworks SLA please contact:

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