



POWER 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 provide a 100% uptime service level agreement. This means that for any given month, we strive to provide a best effort service which experiences 0 seconds of unreachability. If an outage exceeds a cumulative 0 seconds in month, we will credit 5% of the Customer's base monthly recurring fee for the affected server, per 60 minutes of downtime, up to 100% of the base monthly recurring fee.

This agreement covers the PacificRack electrical circuits to Customer colocation cabinets or dedicated servers. The power service level agreement does not cover dedicated server hardware, or services that are dependent on dedicated server hardware.

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.