



The Peak Hosting SLA covers four components that support the availability of your hosted environment:

Network Never Goes Down

Peak guarantees that your network connectivity will be available 100% of the time, **inclusive of scheduled and emergency maintenance**. Simply stated, your network won't go down. Ever. Network Connectivity extends from the network interface of any device, through the entire Peak network, to one hop into any of Peak's multiple ISP connections. Peak further guarantees to have at least three ISP BGP paths to any location on the Internet.

Customer Guarantees and Remedies: Customer will be entitled to a credit equaling one (1) day worth of pro-rated monthly recurring fees for the affected system for each day in which network connectivity is unavailable for those systems.

Power and Cooling Never Fail

Peak guarantees that data center HVAC and power will be functioning 100% of the time, **inclusive of scheduled maintenance**. Simply stated, your power will never be interrupted and your system will never fail because it's too hot. Infrastructure downtime exists when a customer device is unavailable due to power interruption or overheating.

Customer Guarantees and Remedies: Customer will be entitled to a credit equaling one (1) day worth of pro-rated monthly recurring fees for the affected system for the day in which a particular server or service is unavailable due to power loss or overheating.

100% Hardware Uptime Guarantee

Peak guarantees that your environment will be available 100% of the time, **inclusive of scheduled and emergency maintenance**. Peak also guarantees the functioning of all hardware components. Peak will replace any failed component at no cost. Hardware replacement will begin once Peak identifies the cause of the problem. Hardware replacement is guaranteed to be complete within one hour of problem identification.

Customer Guarantees and Remedies: Customer will be entitled to a credit equaling one (1) day worth of pro-rated monthly recurring fees for the affected system for the day in which Peak failed to respond or resolve the hardware issue within the response and resolution times set forth above.

100% Storage Uptime Guarantee

Peak guarantees the functioning of all storage hardware components and software, and will replace any failed component at no cost. "Hardware" means the Hitachi Data Systems HCP and Hitachi SAN controller, drive tray(s), power supplies, dual controllers, dual iSCSI and/or Fibre Channel HBA and switches. All Hitachi hardware replacement is performed by Hitachi Data Systems. All iSCSI and Fibre Channel support is provided by Peak and is guaranteed to be completed within one hour of problem identification.

Customer Guarantees and Remedies: Customer will be entitled to a credit equaling one (1) day worth of pro-rated monthly recurring fees for the affected storage service for the day in which the storage service was unavailable.

Credit Requests

Customer needs to submit requests for SLA abatements in writing to Peak within seven (7) calendar days of the SLA event.

Customer shall not be entitled to any abatement for any failures where such failure was caused by Customer actions including, but not limited any alterations to operating system and application configurations or deletion of data from Customer systems. Customer may be charged for Peak engineering services to troubleshoot and identify such Customer-caused issues.

In no event shall SLA credit for the failure of a system or services within a single calendar day exceed the pro-rated amount of monthly recurring fees for the system or service for the day in question.

SLA Claim Fault: Customers not current on non-disputed (as defined in MSA section 4(F)) service charges do not qualify for SLA credits. Customers who have been late on non-disputed (as defined in MSA section 4(F)) monthly service payments three (3) or more times in the prior twelve (12) months do not qualify for SLA credits.