

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) between WPEngine, LLC (“WPEngine”), and the user (“Customer”) of WPEngine’s services (“Services”) sets forth the service level terms and conditions.

1. **Definitions.** The following are definitions of capitalized words used in this Agreement:

.1 “**Business Hours**” means 9:00 a.m. to 6:00 p.m. (CST), Monday through Friday, and, notwithstanding the foregoing, does not include times during Service Maintenance.

.2 “**Level 1**” means Service availability without a Severity 1 Error.

.3 “**Service Maintenance**” means WPEngine’s maintaining of the Service including software. Service Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

.4 “**Severity 1 Error**” means an error that causes complete unavailability of the Service.

2. **Data Retention.** WPEngine shall make a full backup copy daily. Data included on the daily backups are informational logfiles only. WPEngine shall retain each such daily backup copy for at least seven (7) days.

3. **Service Availability.**

.1 **Service Availability - General.** WPEngine’s goal is to provide Service Availability twenty-four hours per day, seven (7) days per week (referred to as “24x7 Availability”) EXCEPT during times of Service Maintenance as set forth in Section 3.6 herein. However, the parties recognize that 24x7 Availability is only a GOAL, and WPEngine cannot represent or guarantee that such goal can be achieved. These response time goals apply only to public production servers (i.e. web servers, application servers, and database servers).

3.2 **Service Availability Level Goals.** WPEngine shall use reasonable efforts to achieve the target Service Availability Goal of 100% during Business Hours.

3.3 **Service Availability Reporting.** WPEngine shall provide to Customer monthly Service Availability Reports via e-mail to the Customer. The Service Availability Reports shall specify the Service Availability per Level.

3.4 **Response Time to Error.** WPEngine has internal notification tools for site problems. Additionally, Customer may report problems with the site to WPEngine Level 1 Support. Once notified of the Severity 1 Error by Customer, WPEngine will respond within thirty (30) business minutes. Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.

.5 **WPEngine Customer Issue Escalation.** If Customer feels a problem is not being properly addressed, Customer may request escalation to the Support Manager.

.6 **Service Maintenance.**

.6.1 The parties agree that WPEngine shall provide Service Maintenance which may cause errors including Severity 1 Errors. WPEngine shall use commercially reasonable efforts to limit Service Maintenance which causes Severity 1 Errors to two (2) hours per month. WPEngine shall notify named Customer contact by email prior to performing any Service Maintenance which WPEngine predicts will cause a Severity 1 Error outside of standard Service Maintenance Times.

.6.2 The Service Availability goals exclude any time Customer requests site be taken down for scheduled updates.

.6.3 WPEngine shall attempt to schedule Service Maintenance during the times as specified in Table 1 – Service Maintenance Times. However, the parties agree that it may be necessary for WPEngine to perform Service Maintenance during times other than those specified in Table 1, and WPEngine reserves the right to perform Service Maintenance during times other than those specified in Table 1.

Service Maintenance Times - Day	Service Maintenance Times – Hours
Monday through Friday	7:00 p.m. to 4:00 a.m. (CST)
Saturday	12:00 p.m. to 12:00 a.m. (CST)
Sunday	12:00 p.m. to 11:59 p.m. (CST)

Table 1 – Service Maintenance Times

.7 **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** WPEngine DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM WPEngine’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH WPEngine WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WPEngine CANNOT GUARANTEE THAT SUCH

EVENTS WILL NOT OCCUR. ACCORDINGLY, WPENGINE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

3.8 Limitations. WPEngine cannot assume responsibility and shall not be liable for any impacts on Service Availability due to (i) any requests for non-standard environment or Customer machine access; (ii) any downtime caused by Customer produced code; or (iii) any changes to the Service.

