

# Service Level Agreement

(Updated: May 10, 2018.)

This SLA amends the Agreement between WP Engine and Customer and addresses the uptime guarantees in relation to the Services we provide to you and your remedies for our failure to meet such guarantees. The remedies contained in this SLA are your sole and exclusive remedies for any issues addressed herein. We may update this SLA from time to time in our sole discretion; the current version may be found at <https://wpengine.com/legal/sla/>.

## 1. SERVICE AVAILABILITY

WP Engine will make the Services available 99.95% of the time, excluding any Excused Downtime. In a given calendar month, we calculate "Service Availability" as follows:

$$\text{Service Availability} = \frac{(\text{total minutes Services are available}) \times 100}{(\text{total minutes in the month}) - (\text{Excused Downtime})}$$

## 2. EXCUSED DOWNTIME

"Excused Downtime" means the length of time the Services are unavailable due to:

- a. Scheduled Maintenance;
- b. Emergency Maintenance;
- c. Beta Services;
- d. Force Majeure events; and
- e. the actions or omissions of you, your Authorized Users, or any third-party acting on your behalf or at your direction, including any unauthorized use of the Services, breach of the Agreement or Acceptable Use Policy, or any use or configuration of the Services that exceeds WP Engine's recommendations or advertised limits.

"Scheduled Maintenance" includes any maintenance performed during the following windows or for which we provide reasonable notice or coordination with you in advance of the maintenance.

<b>Data Center location:</b>	<b>Maintenance window:</b>
Americas	10p - 4a Central Time
Europe	4p - 10p Central Time
Asia-Pacific	8a - 2p Central Time

"Emergency Maintenance" means any maintenance performed outside the Scheduled Maintenance windows without advance notice where such maintenance is reasonably and urgently required to protect the integrity, availability, or security of any online systems.

## 3. SLA CREDITS

You are entitled to a credit of 5% of the applicable monthly Fees for each full hour of downtime in excess of the Service Availability targets. (For example, you will receive a 5% credit for between 1 and 60 minutes of downtime in excess of the Service Availability targets, a 10% credit for between 61 and 120 minutes, etc.) In order to receive a credit, you must contact Support within 30 days of the event giving rise to the credit. Credits are based on our monitoring, shall not exceed 100% of the applicable monthly Fees, may not be carried over or aggregated, are forfeited at the expiration or termination of the Agreement, and will not be paid or provided as a refund.

## 4. ENHANCED SLA

A service or feature which is described as being subject to our "Enhanced SLA" benefits as follows: the Service Availability target is 99.99%, and you will receive a credit of 3% of the applicable monthly Fees for each half hour of downtime in excess of those targets. Except for these changes, all other terms of the SLA apply as normal.