



Service Level Agreement

The Service Level Agreement (SLA) is incorporated into the Master Service Agreement and is applicable to all services delivered directly to Customers of Spark::red. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with Spark::red. The uptime guarantees and the resulting SLA credits are applied in monthly terms unless specified otherwise. All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies.

Uptime

Spark::red guarantees 99.9% uptime on the following items:

- Public Network Service within managed datacenters
- Private Network Service within managed datacenters
- VPN Access
- Power
- HVAC Services

All public network include redundant carrier grade internet backbone connections, advanced intrusion detection systems, and denial of service mitigation. All computer equipment and related services are served by redundant UPS power units with backup onsite diesel generators.

Should a hardware failure occur, Spark::red guarantees hardware replacement within six hours, and application replacement within eight hours.

Spark::red further guarantees 99.9% uptime on production customer-facing application availability. Minimal installation for ATG applications include two load balanced page serving instances. Minimal installation for ATG Commerce applications include two load-balanced page serving instances and a separate fulfillment instance. Spark::red guarantees 99% availability for non-customer facing applications (such as fulfillment) and staging environments. Exclusions to this uptime guarantee include outages caused directly by client action, acts of God, and outages caused by problem application code, including vendor code.

Support

Spark::red guarantees that support will be performed in a timely manner. Most requests will be performed within a two-hour time period, unless otherwise stated. Requests for additional server installations may take up to two business days. Requests are accepted during regular business hours, and within two hours you shall at least receive an estimate of the time it will take to process.

SLA Credit

For every 1% of uptime missed on the SLA, Spark::red will issue credit of up to 10% for the particular item that is affected. If one or more items cause a customer-facing outage, Spark::red will issue credit for the entire month for affected items. You may not stack credit -- for example, if a database failure occurs and causes a site outage, you may not receive separate credit for the database server *and* an overall SLA credit for the installation; the greater of the two will apply. SLA Credit may never exceed the full monthly fee for a given month.

SLA Credit Claim

To properly claim SLA credit due, a designated agent must contact Spark::red by e-mail or telephone within one day of the purported outage. The SLA claim will be researched by the appropriate department manager, and any credit issued will be processed by accounting. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other Spark::red customers. Please allow up to fourteen (14) days for the process of SLA claims.

SLA Claim Fault

Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in payment arrears three or more times in the previous twelve months do not qualify for SLA claims. Valid SLA claims will not be credited to customer accounts until all abuse issues are resolved. False or repetitive claims are a violation of the Terms of Service and may be subject to service suspension. Customers participating in malicious or aggressive internet activities thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be in violation of the AUP.