

Service Level Agreement

The Services are provided subject to the following terms, referred to as a “**Service Level Agreement**” or “**SLA**.” The current SLA commitment levels associated with the managed web hosting solution and its associated systems pertains to what is considered to be the “**Production**” environment/infrastructure, defined as the consumer-facing versions and its associated systems environment/infrastructure which are deemed “mission critical.”

The current SLA is meant to provide a commitment to the highest level of availability and its associated systems for consumers. The SLA also provides a mechanism for remedy should these commitment levels fail to be realized. For the current Production environment, the SLA is focused on the availability of the website as a whole and does not specify any availability or uptime at the device, hardware, application, or management/incident service level.

-
- [Environments](#)
 - [Production](#)
 - [Pre-Production](#)
 - [Priority Levels](#)
 - [\(P1\) Priority 1: Emergencies](#)
 - [\(P2\) Priority 2: Urgent](#)
 - [\(P3\) Priority 3: BAU maintenance tasks with inflexible timelines](#)
 - [\(P4\) Priority 4: Day-to-day updates and ongoing improvements](#)
 - [\(P5\) Priority 5: Very low-impact updates](#)
 - [Commitment Levels](#)
 - [Services Availability](#)
 - [Network Uptime](#)
 - [Emergency Maintenance](#)
 - [Downtime Exclusions](#)
 - [Credits](#)
 - [Credit Request and Limitations](#)
 - [Credits Only for Downtime or Outages](#)
 - [Bandwidth](#)
 - [Third Party EULA/TOS](#)
-

Environments

Production

Commitment levels for the Production hosting environment are:

- Application Level SLA - 99.5% (since the infrastructure does not have a single point of failure)
- Network/Data Center SLA – 99.9%
- Hardware Replacement SLA – Assumed with Application Level SLA
- Incident/Issue Management - Applies during US Central (CST/CDT) business hours:
 - Level 1 – Respond within 2 hour (best-effort during nights/weekends)
 - Level 2 – Respond within 24 hours
 - Level 3 – Respond within 48 hours

Pre-Production

Commitment levels for Pre-Production hosting environment(s) are:

- Application Level SLA – minimum uptime required is 95.0%
- Network/Data Center SLA – The minimum uptime required is 95.0%
- Hardware Replacement SLA – Assumed with Application Level SLA

Priority Levels

(P1) Priority 1: Emergencies

- Examples: Client proprietary information rollbacks, code push rollbacks, database issues that take the site down, or other issues render the site inaccessible to users.
- Action for Priority: Any efforts that require urgent late night (after business hours) or weekend work, even if they were originally marked as a P2 or P3, can be escalated to P1. If they are escalated or submitted as a P1, an email is sent to all parties involved (internal and external).

(P2) Priority 2: Urgent

- Examples: Unplanned high-priority press releases or news, prominent legal edits, urgent client roster updates.
- Action for Priority: The ticket is assigned within 24 hours and completed within 2 business days. A ticket will be submitted and following the submission the agency partner will be notified via email with the corresponding ticket # as the subject line.

(P3) Priority 3: BAU maintenance tasks with inflexible timelines

- Examples: Scheduled content refreshes, regularly scheduled job description updates, corrections to existing job descriptions, etc.
- Action for Priority: A ticket is submitted, with requested launch date, request details and corresponding attachments.

(P4) Priority 4: Day-to-day updates and ongoing improvements

Updates to current pages that are not posing any legal risks or do not have a set/mandated timeline restrictions.

- Examples: Image updates, edits/changes to service line features that come up, vanity urls, etc.
- Action for Priority: A ticket is submitted, with the requested launch date, request details and corresponding attachments. Although there is a requested launch date, these tickets will need to be completed within 10 business days.

(P5) Priority 5: Very low-impact updates

Site enhancements that do not impact immediate business goals and updates that are small in nature.

- Examples: Issues expressed by stakeholders as "a nice-to-have", identified features not required for project launches, a bug that only a single user reports.
- Action for Priority: A ticket is submitted with request details and corresponding attachments. These tickets will be, initially, placed into the back log and will be completed when all P1-P4's are done.
- Expiration date: Any P5 tickets that are 6 months or older will either be increased in priority or closed and will not be resolved.

Commitment Levels

Priority Level	TT Respond	TT Resolve
P1 (Critical)	2 hours (best-effort during nights/weekends)	4 hours

P2 (High)	24 hours	48 hours
P3 (Medium)	48 hours	3 business days or client-specified date greater than 3 business days
P4 (Low)	Per mutual agreement	As per estimate
P5 (Lowest)	As needed	As per estimate

Services Availability

APEX shall use reasonable efforts to provide the Services at all times during the Term. However, from time to time APEX services may be inaccessible or inoperable for any reason, including: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that APEX may undertake; or (c) causes beyond the APEX's control or that are not reasonably foreseeable by APEX. APEX shall provide as much advance notice as customary and reasonable for any unscheduled or emergency maintenance.

Network Uptime

1. Uptime Guarantee.

- a. APEX guarantees SLA availability, excluding Excusable Downtime (as defined below).
- b. Network uptime does not apply to internal APEX services, software, or systems running on an APEX server or other APEX hardware components.

2. Downtime.

Network downtime exists when APEX cannot forward packets on the Client's behalf and is measured from the time the Client opens a trouble ticket with APEX until the server network is available to the Client.

Emergency Maintenance

APEX may perform emergency maintenance if there is an immediate, material threat to APEX servers or APEX services.

APEX will attempt to notify the Client by email before emergency maintenance, but notice depends upon the severity and critical nature of the emergency maintenance.

Emergency maintenance does not count as downtime and is not included in the uptime guarantee calculations.

Downtime Exclusions

The unavailability of APEX services due to the following will not be considered to be downtime (and credits will not be issued) ("**Excusable Downtime**"):

1. The Client's applications and content, and errors from the Client's own custom scripting or coding;
2. The Client's configuration(s) outside of the APEX infrastructure that affects APEX services;
3. The Client's acts or omissions;
4. Force majeure;
5. Services provided by a third party outside of APEX's control;
6. Maintenance during a communicated and agreed upon maintenance window, or emergency maintenance (as described in section 6);
7. Downtime to install services requested by Client;
8. Internet traffic exchange points external to APEX, including without limitation Network Access Points ("NAPs") and Metropolitan Area Exchanges ("MAEs"), and Internet networks controlled by others; or
9. Suspension of services (for example, if the Client doesn't pay APEX).

Credits

0.137% of the monthly charges for affected APEX services for each 60 minutes aggregate of downtime for an affected APEX environment (up to 100% of the monthly charge for the server). Credits only apply to Production environments.

Credit Request and Limitations

To receive a credit, the Client must open a ticket for the problem, and contact an APEX Representative via email within 3 days of the outage or failure and request a credit.

Multiple credits will not be paid for different types of outages occurring at the same time (no overlapping credits). There are no duplicate credits for the same outage, and the greater of the applicable credits will apply.

There is an overall cap on credits in a month. Credit in a month for a service cannot be more than 100% of the charges for the service for a month.

Credits Only for Downtime or Outages

APEX is not liable for any damages the Client claims to have suffered because of APEX downtime or outages, including the unavailability of software, operating systems, applications, and data.

Bandwidth

1. **Cumulative Bandwidth Payment.** The Client agrees to pay for cumulative bandwidth usage on a monthly basis.
2. **Overage Charges.** In the event that the Client's actual bandwidth consumption exceeds the allocated amount outlined in the hosting plan:
 - a. APEX reserves the right to charge the Client for additional bandwidth usage.
 - b. Overage charges will be billed separately and are due upon receipt of the overage invoice.
3. **Bandwidth Measurement.** Bandwidth consumption will be measured by periodically sampling the data transferred between the Client's hosted environment and the external network.
 - a. Sampling will occur at regular intervals throughout the month, with the average of these samples used to determine the monthly cumulative bandwidth usage.
 - b. APEX will employ industry-standard methods and tools for accurate measurement, and the results can be made available upon request.
4. **Notification of Exceedance.** In the event that the Client's bandwidth consumption is approaching or has exceeded the allocated amount, APEX may, at its discretion, notify the Client to discuss potential solutions, such as adjusting resource allocations.
5. **Adjustment of Allocated Bandwidth.** APEX reserves the right to adjust the allocated bandwidth with mutual agreement from the Client, taking into consideration the historical usage patterns and the Client's future needs.

Third Party EULA/TOS

Because APEX may manage third-party services that are part of or responsible for environments, architecture, or content management systems, we accept End User Level Agreements (EULAs) and/or Terms of Use/Service on your behalf. The following are specific agreements related to services that may be leveraged by APEX; this list may change at any time, an updated list can be provided by request.

1. <https://aws.amazon.com/legal/>
2. <https://cloud.google.com/product-terms#section-3>
3. <https://www.adobe.com/legal/terms.html>
4. <https://www.linode.com/legal/>
5. <https://www.akamai.com/legal/>
6. <https://www.rackspace.com/information/legal/>

7. <https://www.netlify.com/legal/>
8. <https://www.sanity.io/legal/>
9. <https://webflow.com/legal/terms>
10. <https://www.digitalocean.com/legal>
11. <https://wpengine.com/legal/>