

Service Level Agreement

1.Application of Greenwebsolution.com SLA

These Greenwebsolution.com Service Level Agreements (SLAs) provide Customer with certain rights and remedies regarding the performance of the Greenwebsolution.com and servers (as defined below). Use of Greenwebsolution.com Service constitutes acceptance and agreement to Greenwebsolution.com AUP (Acceptable use Policy) as well as Greenwebsolution.com TOS (Terms of Service) available on www.greenwebsolution.com.com

2.Definitions

For purposes of these Greenwebsolution.com SLAs, the following terms have the meanings set forth below:

* "Base Monthly Service Fee" consists solely of the base monthly fee paid by Customer for the affected Greenwebsolution.com service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage or hard drives beyond that which is available without additional charge under Greenwebsolution.com standard rates, hourly support, and other types of optional additional services.

3.Summary of Greenwebsolution.com SLAs

As described in more detail below, this Greenwebsolution.com SLAs provides commitments based upon goals in the following key areas:

4.Greenwebsolution.com Availability

100% Service Uptime Guarantee.

Due to our extensive network infrastructure, Greenwebsolution.com can provide its customers with a 100% Network Uptime Guarantee. In the event that any service does not experience 100% uptime in a given month, Greenwebsolution.com will credit 5% of customer's base monthly service fee for the first hour of downtime and subsequently an additional 5% for each hour of downtime thereafter with a maximum of an 80% refund. Any emergency scheduled downtime taken by Greenwebsolution.com will not apply towards this downtime calculation, nor to the credit calculation. This guarantee applies to Greenwebsolution.coms network uptime and not to any hardware, software or services running on a customer's server.

Account credits will be issued when an SLA credit request is made by the client. All requests for credits must be made within 3 days of the incident. All requests for credits must be made by creating a support ticket at <https://surge.greenwebsolution.com.com>.

5.Exceptions

Greenwebsolution.com cannot be held liable for server downtime or data loss in any circumstance unless due to direct negligence including but not limited to the following circumstances:

- a.** Circumstances beyond Greenwebsolution.com reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Greenwebsolution.com SLAs;
- b.** Failure to access circuits to the Greenwebsolution.com Network, unless such failure is caused Solely by Greenwebsolution.com;
- c.** Scheduled maintenance and emergency maintenance and upgrades;
- d.** DNS issues outside the direct control of Greenwebsolution.com;
- e.** False SLA breaches reported as a result of outages or errors of any Greenwebsolution.com uptime monitoring system; or
- f.** Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Greenwebsolution.com or Greenwebsolution.com services in breach of Greenwebsolution.com Terms and Conditions of Service or Greenwebsolution.com Acceptable Use Policy.

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(Last update: 07 January 2023).