

SERVICE LEVEL TERMS

- 1.1 The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance. During holidays and weekends the services shall be available 99.5%, measured monthly, excluding scheduled maintenance.
- 1.2 If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance.
- 1.3 Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.
- 1.4 Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day.
- 1.5 Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit.
- 1.6 Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred.
- 1.7 Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.