



Interweb's Dedicated Server Service Level Agreement (SLA)

Interweb ("The Company") agrees to furnish services to the client, subject to the following Dedicated SLA (Service Level Agreement). Use of Interweb Services constitutes acceptance to this agreement, and agreement to Interweb's Terms of Service (TOS) Agreement, AUP (Acceptable Use Policy), and WSA (Website Service Agreement) as applicable.

All provisions of this contract are subject to the aforementioned agreements all of which may be changed from time to time at the discretion of the Company. Client understands that changes any policies and/or agreements by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Michigan, county of Eaton applicable to contracts enforceable in that state. Venue will be Eaton County, Michigan.

Hardware Replacement Service Level Agreement

Interweb guarantees that in the event of a dedicated server hardware failure, the faulty hardware will be replaced within **30 Minutes** of identifying the problem. In the event that this guarantee is not met, Interweb will issue a credit for ten times the actual amount of additional downtime. The amount of compensation may not exceed the customer's monthly recurring charge. This guarantee does not include the time it requires to perform additional software related maintenance, including rebuilding web accounts from backups, cloning hard drives, reloading the operating system, reloading and configuring applications, or rebuilding raid arrays.

Network Uptime Service Level Agreement

Interweb guarantees network uptime to be **100%**. This guarantee assures that all major routing devices within our network are reachable from the global internet 100% of the time.

Network SLA Exclusions

Many possible situations are completely beyond the control of Interweb, and therefore are not in the scope of this SLA. These situations include:

- **Scheduled Network Maintenance** - occasionally network maintenance will be required. Interweb will do everything possible to minimize and avoid downtime during this maintenance. You will receive prior notification of upcoming maintenance at the email address we have on file. Scheduled maintenance periods are not eligible for SLA credits.
- **Hardware Maintenance** - on rare occasions, the hardware in your Dedicated Server may need maintenance or replacement. Interweb will do everything possible to minimize any downtime in these situations per our hardware replacement SLA. Any downtime incurred as a result of this maintenance will not be counted towards our network SLA.
- **Software Maintenance** - an important part of managing a dedicated server is keeping the software up to date. If you choose to have Interweb manage your server, occasional software updates will be required to address security or performance issues. Usually you will experience little or no downtime in these situations, but we cannot guarantee a specific amount of time in all situations.
- **Malicious Attacks** - if a third party not associated with Interweb initiates a "Denial of Service" or other form of disabling attack against your Dedicated Server or major portions of our network, Interweb will do everything in its power to stop the attack, but cannot guarantee a resolution time.
- **Management Software Issues** - if you choose to run server management software – i.e. - cPanel and Web Host Manager or Plesk on your Dedicated Server, the default install will be configured for automatic updates of related software. On occasion, one of these automatic updates could adversely affect all or part of the management related software on you server. Interweb will do whatever is necessary to fix any management software related problems, but cannot guarantee a resolution time.

Network SLA Remedy

In the event that Interweb does not meet this SLA, Dedicated Hosting clients will become eligible to request compensation for downtime. If Interweb is or is not directly responsible for causing the downtime, the customer will receive a credit for **10 times (1,000%) the actual amount of downtime**. This means that if your server is unreachable for 1 hour (*beyond the 0.0% allowed*), you will receive 10 hours of credit.

All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of Interweb Terms of Service or if the account is in default of payment.

Terms of Service

In the event questions arise concerning any terms of service including any invoicing or changes to that service, this agreement is controlled and regulated by the separate Interweb Terms of Service agreement that is viewable on our website at anytime.

Response Time SLA

Interweb's managed customers are covered by our thirty minute initial response time guarantee. That means that when you submit a trouble ticket via our PIMS help desk system you are guaranteed a response from a Heroic Support® technician within thirty minutes. If Interweb fails to respond within thirty minutes, you will be credited 10 times the amount of time exceeding our SLA commitment. That means that if your ticket goes 1 hour past our stated initial response time guarantee, your account will receive a 10 hour hosting credit. All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. ***This SLA does not apply for any month that the customer has been in breach of Interweb Terms of Service or if the account is in default of payment.***

How to Report a Problem

Interweb technicians are available 24 hours a day. There are a number of ways to reach us, including toll free phone support, online help desk, and email.

- **Phone** - 866-932-3672 (Toll Free)
- **Phone** - 517-703-0299 (Local - International)
- **Help Desk** - <http://www.interwebforce.com/support>
- **Email** - support@interwebforce.com