

SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT is made by and between Genesis Hosting Solutions, LLC (“Company”) and its Virtual Infrastructure customers (“Customer”).

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth a detailed Service Level Agreement (“SLA”) under which Company will provide a service to its customers in order to ensure the reliability and stability of all services covered under this SLA.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

As a service, the standard Service Level Agreement (SLA) with the Company is provided below.

1. Network Availability and Uptime.

Genesis Hosting Solutions, LLC guarantees that its Network and Connectivity shall be made available at all times. This 100% guarantee covers the availability of all Internet switches, peering, cabling, hubs, routers, DNS servers, load balancers, centralized servers, network appliances, backup and storage devices, management consoles, gateways and other equipment, now or in the future deemed as a requirement for connecting to the Internet and providing Company’s services to Customer.

2. Infrastructure Availability and Uptime.

Genesis Hosting Solutions, LLC guarantees that its Infrastructure shall be made available at all times. This 100% guarantee covers the availability of all power requirements, components, HVAC, fire suppression, security systems, UPS/PDU, appliances, power cabling, phone systems and other infrastructure or equipment, now or in the future deemed as a requirement for maintaining the network infrastructure and providing Company’s services to Customer. This infrastructure availability and uptime guarantee shall not extend to pre-arranged maintenance periods where the entire service must be suspended to repair or reconfigure the Infrastructure.

3. Uptime Guarantee and Customer Credits.

In the event that Customer suffers any “downtime” or lack of network or infrastructure availability, the Customer shall receive a credit on their account subject to the table below based on a month of service. All requests for credit must be made within ten (10) days from the occurrence of the downtime and must be made in writing via a support ticket. All credit requests must be verified by Company staff and credits may take up to thirty (30) days to show up on Customer’s bill. Company reserves the right to revoke any credit for downtime issued that is later discovered to have been caused or attributed to Customer activity or external forces not related to Company network or hardware.

> 0 to 30 minutes – 5% credit	> 180 to 210 minutes – 60% credit
> 30 to 60 minutes – 10% credit	> 210 to 240 minutes – 70% credit
> 60 to 90 minutes – 20% credit	> 240 to 270 minutes – 80% credit
> 90 to 120 minutes – 30% credit	> 270 to 300 minutes – 90% credit
> 120 to 150 minutes – 40% credit	> 300 minutes – 100% credit
> 150 to 180 minutes – 50% credit	

4. Support Packages.

Technical support is provided by phone or by support ticket. Technical support is provided to assist in the configuration of the service or reasonable issues with stability, performance, and accessibility of the service.

Company cannot provide support at no cost for every problem that Customer may encounter or create while using our services. Support issues not covered under Customer's individual plan may be billed at an hourly rate of \$80 per hour / incident. Company is committed to help Customer to resolve any trouble or issues requiring Company help or expertise. At no time will Company bill for support without prior notification and approval by Customer.

There are 3 service levels. Bronze support comes standard with the service. A Gold support upgrade is 10% of the service cost. A Platinum support upgrade is 20% of the service cost.

The following are measured response and resolution times that must be met by Company during the time of day on the days specified. Dates and times are specific in Central Time (GMT-6).

Bronze

Severity	Response	Resolution	Days	Times
Critical	06:00 hours	24:00 hours	Mon – Fri	9:00am – 6:00pm
Serious	12:00 hours	48:00 hours	Mon – Fri	9:00am – 6:00pm
Minor	24:00 hours	72:00 hours	Mon – Fri	9:00am – 6:00pm

Gold

Severity	Response	Resolution	Days	Times
Critical	02:00 hours	24:00 hours	Mon – Sun	9:00am – 9:00pm
Serious	04:00 hours	24:00 hours	Mon – Fri	9:00am – 9:00pm
Minor	06:00 hours	48:00 hours	Mon – Fri	9:00am – 9:00pm

Platinum

Severity	Response	Resolution	Days	Times
Critical	01:00 hours	06:00 hours	Mon – Sun	24 hours
Serious	02:00 hours	24:00 hours	Mon – Sun	24 hours
Minor	06:00 hours	48:00 hours	Mon – Sun	24 hours

Severity should be decided by the Customer based on what level of failure has occurred. If no downtime has occurred, the Severity should be set to Minor. If there is a workaround to the problem, the Severity should be set to Serious. If there is no workaround to the problem, the Severity should be set to Critical. Severity can be adjusted by Genesis depending on the type of request. For instance, if the request is non-urgent, such as a request to import or export a VM, the Severity will be reduced to Minor if Serious or Critical is selected by the Customer.

Technical support service level agreement violations that include failure to respond within the SLA Response time will result in a 5% service credit per 30 minutes beyond the agreed-upon Response time, not to exceed the total purchase price.

Resolution time is a Service Level Objective (SLO) that Company will make a best-effort to meet. Depending on a number of factors, including the response-time to questions made to Customer by Company, the wording of the request by Customer being understood by Company, etc., the SLO may be longer than specified. The Customer may request a review of a ticket with Company regarding any complaints about the response time of a ticket. Credit may be issued based on the outcome of the review.

5. Transfer.

Customer may not assign or transfer this SLA Agreement, in whole or in part, without the prior written consent of Company. In the event that Customer contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Customer shall notify Company by mail, facsimile, or email no less than sixty (60) days prior to the effective date of the event.

6. Termination.

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the SLA Agreement upon receipt of written notice to Customer from Company of said failure, 2) appointment of Receiver, or the filing of any application by Customer seeking relief from creditors, or 3) mutual agreement in writing by Company and Customer.

7. Disputes.

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this SLA Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees, as well as any costs or legal fees in connection with any appeals.

8. Indemnification.

Customer shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Company directly or indirectly arising from or in connection with Customer's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this SLA Agreement by Customer.

9. General.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Illinois, USA. A failure by any party to exercise or to delay exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.