

Service Availability and Support

1. Service Availability. The Logiwa Service shall be available 99.5%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Logiwa's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Logiwa's entire liability, in connection with the Logiwa Service's availability shall be that for each period of downtime lasting longer than one (i) hour during business hours, Logiwa's blocking of data communications or other service in accordance with its policies shall not be deemed to be a failure of Logiwa to provide adequate service levels under this Agreement. Downtime represents the case of overall failure of the Logiwa Service and the Logiwa Service not available for Customer's login. Partial functionality failures will not be deemed as downtime.
2. Notification of Unavailability. The Logiwa Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Logiwa or by third-party providers, or because of other causes beyond Logiwa's reasonable control, but Logiwa shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
3. Support. Company will provide Support Services to Customer via both chat and electronic mail on weekdays during business hours on Central Standard Time with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by initiating a ticket through email at support@logiwa.com or any time by emailing support@logiwa.com. Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.