

Terms of Service

Written by Administrator

Friday, 26 June 2009 02:17 - Last Updated Wednesday, 17 February 2010 17:01

1. **SERVICES PROVIDED.** Green Olive Tree will provide system administration services for client servers. While creating a comprehensive list of specific services covered would be impractical, some examples of server management would include web server optimization, diagnosing email system problems, establish server security practices, etc.
2. **SERVER SECURITY.** Green Olive Tree will combat any threats presented to the server as it is possible to do so. These threats would include identifying accounts that are sending spam, identifying scripts that are being exploited to send spam, preventing and mitigating the effects of Denial of Service attacks and any other action that threatens the security of the server's data or affects the usability of the server.
3. **SERVICE EXCLUSIONS.** Server Management services do not include the installation or configuration of any web-based applications, nor does services include the troubleshooting of scripts (PHP, ASP, Perl, etc) except as far as to establish it is not a server component that is causing the failure. Green Olive Tree will not perform client management tasks such as creating or removing virtual hosting accounts.
4. **REBOOT RESPONSE TIME.** Unless "RapidResponse" services have been waived, Green Olive Tree guarantees that a down server will have its reboot process initiated within fifteen minutes of notification that it is down. If Green Olive Tree misses this target, \$5.00 will be credited to the client's account up to a monthly maximum of \$15.00. A 'down server' is defined as any server with a primary service failure (DNS, Mail, Web). If "RapidResponse" services are waived, a down server will be handled as routine, with the highest priority.
5. **ROUTINE RESPONSE TIME.** Any issue that does not involve a service outage will be considered routine. Routine issues are handled from 8:00 AM through 10:00 PM. Green Olive Tree guarantees that all routine issues will be replied to within four hours of our notification. All routine issues are 'triaged' and issues of greater impact are handled sooner than lesser issues or information requests. Only issues submitted to the helpdesk will be subject to this clause.
6. **CLIENT CONTACT.** Unless separately contracted, Green Olive Tree will have no contact with our client's clients.
7. **HOURLY LIMITS.** The monthly management fee includes ten hours of service. The first five are reserved for monitoring, log review, routine updates and security reviews. The remaining five hours are available as needed to combat spammers/attackers, troubleshooting service problems and other services as requested by the client. The client will be notified when one hour remains in a calendar month. Additional hours are billed at the rate of \$50.00 per hour.
8. **BACKUPS.** It is the client's responsibility to provide a destination storage medium for backups. Backups are vital to recovering from catastrophic failures. Green Olive Tree will counsel and aid in the implementation of effective backups, but cannot be held liable if no method of backups is provided.
9. **MUTUAL NON-DISCLOSURE.** In the normal course of conducting services, it is expected that both parties will gain knowledge about the operations, clients, pricing and other privileged information of the other party. It is agreed that neither party shall be at liberty to discuss, publish or disseminate such knowledge without obtaining permission, in writing from the other party.
10. **WAIVERS.** No term or condition of this agreement is waivable except when provided in writing. No promise or guarantee (literal or implied) shall be enforceable. Additionally, any previously granted of a waiver of these conditions does not imply a permanent waiver of that provision, unless that waiver was provided in writing.
11. **LIMITS OF LIABILITY.** All clients agree to release Green Olive Tree from any and all liability caused by or resulting indirectly from any service performed by Green Olive Tree which

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damages either Client, Green Olive Tree, or any other party or parties without limitation or exception.

12. **TERMINATION.** Either party may terminate services at any time. Notification of termination must be in writing.