

SERVICE LEVEL AGREEMENT (SLA)

Last Updated: 02 Oct 2024

This Service Level Agreement ("SLA") is a policy governing the use of hosting services provided by **ServerSage CloudTech Pvt Ltd** ("Company") to its customers ("Customer"). The SLA outlines the service standards, guarantees, and remedies available in the event that the Company fails to meet the specified service levels.

1. Service Availability

The Company guarantees that the hosting services will be available 99.95% of the time during each monthly billing cycle, excluding **Exclusions** (as defined in Section 6).

Service Availability is calculated as:

$$\left(\text{Total Minutes in a Month} - \text{Downtime Minutes} \right) / \text{Total Minutes in a Month} \times 100$$

For example, a 99.95% uptime guarantee allows for a maximum of approximately 21.6 minutes of downtime per month.

2. Scope of Services Covered

This SLA applies to the following services:

- Web Hosting
- Cloud Hosting
- Virtual Private Servers (VPS)
- Dedicated Servers
- Email Hosting
- Managed Hosting

3. Downtime Definition

For the purposes of this SLA, **downtime** refers to the period of time during which the Customer is unable to access or use the hosting services due to server or network outages. Downtime is measured based on the server-side monitoring data.

4. Uptime Guarantee

The Company will use commercially reasonable efforts to ensure a **99.95% uptime guarantee** for its hosting services, excluding any downtime caused by **Exclusions** (defined below). If the uptime falls below this level, the Customer will be entitled to the following **Service Credits**.

5. Service Credits

If the Company fails to meet the 99.95% uptime guarantee during any monthly billing cycle, the Customer will be eligible to receive **Service Credits** as outlined below:

- **99.95% - 99.50% Uptime:** 5% of the monthly service fee
- **99.49% - 98.00% Uptime:** 10% of the monthly service fee
- **Less than 98.00% Uptime:** 20% of the monthly service fee

Service Credits Terms:

- The Customer must request Service Credits by submitting a claim within 30 days of the downtime event.
- Service Credits will only apply to future invoices and are not redeemable for cash.
- The maximum Service Credit cannot exceed 20% of the monthly service fee.

6. Exclusions

The following events do not count toward downtime and are excluded from the uptime calculations:

- **Scheduled Maintenance:** Regularly scheduled maintenance periods, during which customers will be notified at least 24 hours in advance.
- **Emergency Maintenance:** Unplanned critical maintenance to ensure the security and performance of the services.
- **Customer Actions:** Downtime resulting from actions or inactions by the Customer or their agents, including:
 - Improper configuration or usage of the services.
 - Customer's use of services in a way that exceeds allocated resources.
- **Third-Party Software/Hardware Failures:** Issues caused by third-party applications, systems, or hardware not directly managed by the Company.
- **Force Majeure:** Any downtime or disruption caused by circumstances beyond the Company's control, including natural disasters, strikes, government actions, or acts of war.
- **Denial of Service (DoS/DDoS) Attacks:** Any downtime caused by denial of service or distributed denial of service attacks.
- **Legal Actions:** Downtime due to legal actions or governmental orders affecting the service availability.

7. Monitoring and Reporting

The Company monitors the availability of its hosting services 24/7 and maintains detailed logs of uptime and downtime. If the Customer believes that they are entitled to Service Credits, they must submit a claim with the following information:

- Date and time of the outage
- Duration of the outage
- Any relevant logs or error messages observed

Claims must be submitted to [support@example.com].

8. Customer Responsibilities

To ensure compliance with this SLA, the Customer must:

- Use the services in accordance with the Company's Acceptable Use Policy (AUP) and other relevant policies.
- Maintain proper backups and disaster recovery solutions for any data hosted.
- Provide accurate and up-to-date contact information to receive service notifications and updates.

9. Remedy Exclusivity

The Service Credits outlined in this SLA are the Customer's sole and exclusive remedy for any downtime or other service issues. The Customer acknowledges and agrees that these credits represent full satisfaction for any service interruption and that the Company shall have no other liability for service interruptions or outages.

10. SLA Modifications

The Company reserves the right to modify this SLA at any time. Any changes will be communicated to the Customer at least 30 days in advance. Continued use of the services after the modifications take effect constitutes acceptance of the new terms.

11. Governing Law

This SLA will be governed by and construed in accordance with the laws of India. The Parties agree that any disputes arising out of or in connection with this SLA will be subject to the exclusive jurisdiction of the courts of [Location], India.

By using the hosting services provided by ServerSage CloudTech Pvt Ltd, the Customer agrees to the terms of this Service Level Agreement.