

# Service Level Agreement (SLA)

This Service Level Agreement (SLA) is entered into by and between Zeniar, hereinafter referred to as "Service Provider," and the customer subscribing to Zeniar's web hosting services, hereinafter referred to as "Customer."

## Service Uptime Commitment

Zeniar is committed to providing a service uptime of 99.99% over the last 12 months. Service uptime is defined as the accessibility of Zeniar's web hosting services, excluding scheduled maintenance.

## Service Credits

In the event of unscheduled downtime resulting in a service uptime falling below 99.99%, Zeniar will issue service credits to the affected customer. For every one (1) hour of downtime, the customer's account will be credited with one (1) week's worth of the active hosting subscription fee paid by the customer. It's important to note that this credit is based solely on the hosting subscription price and excludes any additional charges related to add-ons, domain subscriptions, or any other third-party extensions added onto the customer's subscription. No credit will be given for inactive websites/subscriptions hosted.

## Customer Responsibilities

Customers are responsible for maintaining redundant solutions to mitigate potential risks and damages to their websites or businesses hosted with Zeniar. Zeniar is not and cannot be held responsible for any direct or indirect damages, including but not limited to loss of data, revenue, or business interruption.

## Exclusions from SLA

The following events are excluded from the calculation of service uptime and service credits:

- Scheduled maintenance windows, for which customers will be notified in advance.
- Downtime caused by factors beyond Zeniar's reasonable control, including but not limited to acts of nature, war, terrorism, and government regulations.
- Downtime caused by the customer's actions, such as misuse of resources, violation of Zeniar's acceptable use policy, or any other breach of the agreement.

## SLA Monitoring and Reporting

Service uptime will be monitored and reported by Zeniar through automated tools and systems. Customers may request uptime reports, and any discrepancies should be reported to Zeniar within 7 days of receiving the report.

## Amendments to SLA

Zeniar reserves the right to modify this SLA at any time. Customers will be notified of any changes, and continued use of Zeniar's services after notification will constitute acceptance of the revised SLA.

By subscribing to Zeniar's web hosting services, the Customer acknowledges understanding and acceptance of the terms outlined in this SLA.

## **Relationship with Terms of Service (ToS)**

This Service Level Agreement (SLA) is an additional component and supplements the Terms of Service (ToS) agreed upon by the customer and Zeniar. The provisions of this SLA are to be read in conjunction with the Terms of Service. In the event of any inconsistencies between this SLA and the Terms of Service, the terms of this SLA shall prevail solely with respect to the service uptime commitment and associated service credits. The rest of the contractual relationship between the customer and Zeniar is governed by the Terms of Service.

By subscribing to Zeniar's web hosting services, the Customer acknowledges understanding and acceptance of both the Terms of Service and this Service Level Agreement.

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