Service Level Agreement (SLA) – Cloud Services

Service Level Agreements · https://www.aeserver.com/support/sla-cloud-services/

1. Introduction and scope

This Service Level Agreement ("SLA") defines AEserver FZE's ("AEserver", "we", "us" or "our") service availability commitments, technical support response targets, service credit policy and applicable exclusions for eligible cloud computing services.

This SLA applies to active, paid Cloud VPS and virtual cloud infrastructure services expressly designated as being covered by this SLA.

AEserver delivers cloud computing services directly and through selected data centre, infrastructure and technology partners.

This SLA supplements and forms part of the AEserver Terms of Service. Where this SLA establishes a specific service availability commitment, service credit calculation or claim procedure for an eligible cloud service, those provisions shall prevail over the corresponding general SLA provisions in the Terms of Service.

All other applicable provisions of the Terms of Service remain in effect.

Services subject to separately agreed enterprise agreements, customized SLAs or contractual arrangements shall be governed by those respective agreements to the extent of any conflict.

2. Hours of operation and service availability

AEserver is committed to maintaining a reliable and highly available cloud infrastructure environment.

Metric	Commitment	Details

Platform availability	99.99%	Monthly uptime percentage, subject to the exclusions defined in this SLA.
Hours of operation	24/7/365	Cloud infrastructure is designed to operate continuously throughout the year.
Proactive infrastructure monitoring	24/7/365	Infrastructure monitoring is performed by AEserver and/or its infrastructure partners.
Technical support	24/7/365	Available through the authenticated AEserver Client Area.
Incident management	24/7/365	Infrastructure incidents are investigated and escalated to the appropriate technical teams.

The availability commitment applies to the underlying cloud infrastructure and does not constitute a guarantee of uninterrupted availability of individual customer websites, applications, databases, operating systems or third-party software.

3. Definitions

For the purposes of this SLA:

- **Cloud Platform:** The underlying physical infrastructure, virtualization environment, storage systems and associated network components used to deliver eligible cloud services.
- **Downtime:** The accumulated number of minutes during which an affected cloud service is unavailable due to a qualifying infrastructure failure, excluding the circumstances specified in Section 9.
- **Monthly Uptime Percentage:** The percentage of service availability achieved during the applicable calendar month or eligible portion thereof.
- **Affected Service:** The specific cloud instance or infrastructure service directly impacted by qualifying downtime.
- **Service Credit:** A non-refundable credit applied toward future billing of the affected service.
- **Business Hours:** Monday through Friday, 09:00 to 18:00 Gulf Standard Time (GST, UTC+4), excluding UAE public holidays.
- **Extended Hours:** All hours outside Business Hours, including weekends and UAE public holidays.

4. Service availability commitment

AEserver commits to a Monthly Uptime Percentage of at least **99.99%** for eligible cloud services.

Monthly uptime is calculated using the following formula:

Monthly Uptime Percentage = ((Total Eligible Minutes − Qualifying Downtime Minutes) ÷ Total Eligible Minutes) × 100

For services activated or terminated during a calendar month, the calculation shall be based on the applicable active service period.

Only downtime attributable to a qualifying failure of the underlying cloud infrastructure shall be considered when determining eligibility for service credits.

The availability of customer-managed operating systems, applications, websites and other software is subject to the customer's configuration, maintenance and management responsibilities.

5. Technical support and response times

Technical support is available 24 hours a day, 7 days a week, throughout the year via the AEserver Client Area.

Support coverage is subject to the service management level and any additional technical support package purchased by the customer.

Ticket acknowledgment

AEserver aims to acknowledge technical support requests within:

Period	Acknowledgment target
Business Hours	30 minutes
Extended Hours	2 hours

Incident priority and technical response targets

Support requests are classified according to their actual technical impact, urgency and severity.

Priority	Classification	Business Hours	Extended Hours
P1 – Critical	Complete cloud service unavailability caused by an infrastructure failure	1 hour	3 hours
P2 – High	Significant infrastructure degradation or imminent risk of failure	4 hours	12 hours
P3 – Standard	Service remains operational; non-critical technical issue or request	Next business day	Next business day
P4 – Low	General enquiries, documentation or scheduled changes	Within 3 business days	Within 3 business days

Technical response times are measured from acknowledgment of a valid support ticket.

A technical response may include initial investigation, diagnostic findings, a request for additional information, corrective action or escalation to the relevant infrastructure provider.

The above response times are service targets and do not constitute guaranteed incident resolution times. Resolution times may vary depending on the nature, complexity and underlying cause of the incident.

AEserver reserves the right to determine or adjust the priority classification based on the verified technical circumstances and service impact.

Service credits under this SLA relate exclusively to the availability commitment and are not automatically applicable to support response times.

Managed and unmanaged cloud services

For unmanaged cloud services, AEserver's standard support responsibilities are limited to the underlying infrastructure, virtualization platform and associated network connectivity.

Customers are responsible for the installation, configuration, administration, security, maintenance and operation of their operating systems, applications and data.

For managed cloud services, additional technical responsibilities are defined by the applicable management package or separately agreed service scope.

The purchase of a managed service does not automatically extend the infrastructure availability commitment to every customer application or software component.

6. Escalation procedure

Customers experiencing technical issues must first submit a support ticket through their authenticated AEserver Client Area.

Escalation level	Procedure	Response target
Level 1 – Technical Support	Submit or update a technical support ticket with relevant diagnostic information.	According to incident priority
Level 2 – Technical Operations	Request escalation within the existing ticket where further technical intervention is required.	Within 1 business day
Level 3 – Management	Request management review of an unresolved service dispute through the existing ticket.	Within 2 business days

Critical infrastructure incidents may be escalated internally to AEserver's infrastructure and data centre partners without waiting for the standard escalation intervals.

Customers should maintain all related correspondence within the original support ticket.

Opening duplicate tickets or contacting multiple departments regarding the same incident does not accelerate the investigation.

7. Eligibility for service credits

Where AEserver fails to meet the applicable Monthly Uptime Percentage commitment, eligible customers may submit a claim for a Service Credit.

To qualify, the customer must:

1. Have an active, paid cloud service covered by this SLA during the affected period.
2. Maintain an account in good standing.
3. Not be in breach of applicable AEserver Terms of Service or other service policies relevant to the incident.

4. Submit a Service Credit claim within fourteen (14) calendar days following the end of the affected calendar month.
5. Provide sufficient supporting information to identify and investigate the reported downtime.

Service Credit claims must be submitted through the authenticated AEserver Client Area and directed to the Billing Department.

Claims should include:

- The affected cloud service or service ID.
- The relevant support ticket or incident reference.
- Dates, times and estimated duration of the downtime, including the applicable time zone.
- Relevant monitoring logs, screenshots, error messages or diagnostic information, where available.

AEserver will assess claims using available monitoring records, infrastructure incident reports and other relevant technical evidence.

Service Credits are subject to verification and approval and are not issued automatically.

8. Service credit calculation

Approved Service Credits are calculated according to the verified Monthly Uptime Percentage of the affected service.

Monthly Uptime Percentage	Service Credit
99.99% or higher	No credit
Below 99.99% but at least 99.00%	10% of eligible monthly service fees
Below 99.00% but at least 95.00%	25% of eligible monthly service fees
Below 95.00%	50% of eligible monthly service fees

The following conditions apply:

- Service Credits are calculated against the recurring cloud infrastructure fees actually paid by the customer for the affected service, after applicable discounts and excluding taxes.

- For services billed quarterly, annually or for other extended periods, the equivalent monthly infrastructure fee shall be used.
- Software licences, control panel licences, backup subscriptions, management services, additional support packages, setup fees and unrelated services are excluded from the calculation unless expressly covered by a separate SLA.
- Only one applicable uptime credit tier shall apply to each affected service for the relevant calendar month.
- Credits shall not be duplicated or combined with other downtime-related compensation for the same incident.
- The total Service Credit shall not exceed 100% of the eligible monthly infrastructure fees for the affected service.
- Approved Service Credits are non-transferable, have no cash redemption value and are applied toward future billing of the affected service.

To the fullest extent permitted by applicable law, Service Credits constitute the customer's sole and exclusive remedy for failure to meet the availability commitment established under this SLA.

9. SLA exclusions

The following circumstances shall not constitute qualifying downtime for the purposes of this SLA.

9.1. Scheduled maintenance

Planned maintenance of cloud infrastructure, network equipment, storage systems, virtualization platforms or associated facilities.

AEserver and/or its infrastructure partners aim to provide at least seven (7) days' advance notice of scheduled maintenance requiring service interruption, with excluded scheduled maintenance limited to two (2) hours per calendar month.

Any scheduled maintenance exceeding the applicable exclusion allowance shall be assessed under the normal SLA eligibility criteria unless another exclusion applies.

9.2. Emergency maintenance

Emergency maintenance reasonably necessary to protect the security, stability, integrity or continued operation of the infrastructure, including critical security patches, urgent hardware interventions and measures required to prevent more significant service disruption.

Due to the nature of emergency maintenance, limited or no advance notice may be possible.

9.3. Customer-related issues

Unavailability resulting from:

- Customer or end-user actions, omissions or misconfigurations.
- Operating system, application, database or software failures outside the covered infrastructure.
- Incorrect firewall, DNS, routing or security configurations.
- Customer-initiated reboots, shutdowns, reinstalls or operating system upgrades.
- Failure to maintain or secure customer-managed systems.
- Exhaustion of allocated CPU, memory, storage, bandwidth or other service resources.
- Unauthorized modifications or failure to follow applicable technical instructions.

9.4. External networks and third-party services

Unavailability arising from external services or systems outside the covered cloud platform and beyond AEserver's and its relevant infrastructure partners' reasonable control, including:

- Customer internet service providers and local networks.
- External internet routing, peering and connectivity incidents.
- Third-party DNS, CDN and proxy services.
- External software, applications, APIs and integrations.
- Third-party services not expressly covered under this SLA.

A failure of an infrastructure component forming part of the covered cloud platform is not automatically excluded solely because that component is operated by an infrastructure partner.

9.5. Security incidents and abuse

Service interruptions resulting from malicious activities, denial-of-service or distributed denial-of-service (DDoS) attacks, compromised customer systems, abusive resource consumption or necessary protective measures, where these events are beyond reasonable control or attributable to customer-related circumstances.

9.6. Force majeure

Events beyond AEserver's and its infrastructure partners' reasonable control, including natural disasters, war, civil unrest, governmental restrictions, widespread telecommunications failures and other applicable force majeure events, as defined in the AEserver Terms of Service.

9.7. Service suspension or termination

Unavailability resulting from the legitimate suspension, restriction or termination of services due to:

- Non-payment or overdue invoices.
- Fraudulent or unauthorized activities.
- Abuse or violation of applicable service policies.
- Breach of the Terms of Service.
- Lawful regulatory, governmental or judicial orders.

9.8. Trial, beta and non-production services

Free services, trial services, beta or preview features, development environments and services not expressly designated as being covered by this SLA.

9.9. Performance degradation

Reduced application performance, increased latency or temporary resource contention that does not result in qualifying infrastructure unavailability.

Such issues may be investigated through standard technical support procedures but do not automatically qualify for availability-related Service Credits.

10. Monitoring, measurement and incident reporting

Cloud infrastructure availability is monitored using technical monitoring systems operated by AEserver and/or its infrastructure partners.

Availability assessments may incorporate:

- Infrastructure and network monitoring records.
- Virtualization platform and storage monitoring.
- Incident management records.
- Data centre and infrastructure provider reports.
- Relevant customer-provided diagnostic information.

Customers may independently monitor their cloud services using appropriate monitoring tools.

However, an unsuccessful website check, ping failure or monitoring alert does not independently establish qualifying infrastructure downtime.

AEserver will assess the underlying cause, scope and duration of reported incidents before determining SLA eligibility.

General infrastructure availability and incident notifications are published through the AEserver Network Status Page, where applicable.

Available service-specific uptime information may be requested through the Client Area, subject to the availability of relevant monitoring records.

11. Infrastructure and technology partners

AEserver may utilize third-party data centres, infrastructure operators, telecommunications carriers, hardware vendors and other technology providers in the delivery of cloud services.

Customers acknowledge that certain infrastructure maintenance, incident investigation and corrective actions may require coordination with these providers.

AEserver remains the customer's primary point of contact and will coordinate relevant technical investigations and escalations.

The availability commitments under this SLA apply only to eligible cloud services and infrastructure components expressly covered by the applicable service offering.

Different cloud platforms, geographical locations, legacy services and customized infrastructure solutions may be subject to different service availability commitments.

12. Data protection, backups and disaster recovery

The availability commitment established under this SLA does not constitute a guarantee of data integrity, data retention, backup availability or disaster recovery.

Customers remain responsible for maintaining appropriate independent backups of their data in accordance with the AEserver Terms of Service.

Backup services, snapshots, disaster recovery solutions and associated recovery objectives are subject to their respective service descriptions and separately applicable agreements.

Unless expressly agreed in writing, this SLA does not establish a guaranteed Recovery Time Objective (RTO) or Recovery Point Objective (RPO).

13. Limitation of liability

To the fullest extent permitted by applicable law, AEserver shall not be liable for indirect, incidental, special, consequential or punitive damages resulting from service interruptions or infrastructure failures, including loss of revenue, profits, business opportunities, data or business interruption.

The applicable liability limitations established in the AEserver Terms of Service shall remain in effect.

Except for the express commitments established under this SLA or separately agreed contractual arrangements, cloud services are provided on an "as is" and "as available" basis.

Nothing in this SLA excludes or restricts liability or statutory rights where such exclusion or restriction is prohibited by applicable law.

14. Changes and termination

AEserver reserves the right to update this SLA to reflect changes in technology, infrastructure platforms, service offerings, operational procedures or applicable regulatory requirements.

Updated versions will be published on the AEserver website and shall apply in accordance with the amendment provisions of the Terms of Service and applicable law.

Upon termination of the affected service, unused Service Credits associated with that service shall expire, unless otherwise required by applicable law or agreed in writing.

15. Governing law and jurisdiction

This SLA shall be governed by the applicable governing law and dispute resolution provisions established in the AEserver Terms of Service.

16. Contact information

For technical support, infrastructure-related enquiries, incident escalation or Service Credit claims, please use the following official resources:

- **AEserver Client Area:** https://my.aeserver.com/
- **Technical Support:** support@aeserver.com
- **Network Status:** https://status.aeserver.com/
- **Terms of Service:** https://www.aeserver.com/terms-of-service/

All Service Credit claims and account-specific escalation requests must be submitted through the authenticated AEserver Client Area.