Service Level Agreement (SLA) – Dedicated Servers

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1. Introduction and scope

This Service Level Agreement ("SLA") defines AEserver FZE's ("AEserver", "we", "us" or "our") commitments regarding facility availability, hardware replacement, technical support and service credits for eligible dedicated server services.

This SLA applies to active, paid dedicated server (bare metal) services expressly designated as being covered by this agreement.

AEserver delivers dedicated server 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 specific availability commitments, hardware replacement commitments, service credit calculations or claim procedures, those provisions shall prevail over the corresponding general SLA provisions.

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

Services covered by separately agreed enterprise agreements or customized SLAs shall be governed by their respective agreements to the extent of any conflict.

2. Understanding dedicated server availability

A dedicated server is a single-tenant physical machine allocated exclusively to the customer.

While the surrounding data centre infrastructure may incorporate redundant power, cooling and network systems, an individual physical server remains subject to potential hardware failures and single points of failure.

Depending on the purchased configuration, a dedicated server may include redundant power supplies, network connections, RAID storage or other redundancy features. However, these features do not eliminate all potential hardware failures.

Accordingly, this SLA distinguishes between:

- **Facility availability:** Availability of the power supply and network connectivity delivered to the server.
- **Hardware replacement:** The replacement of defective physical components within the applicable timeframes.

The facility availability commitment does not constitute a guarantee of uninterrupted operation of the physical server, operating system, applications or customer data.

Customers requiring higher levels of application availability should consider multi-server configurations, clustering, load balancing, redundant infrastructure or suitable cloud computing solutions.

3. Definitions

For the purposes of this SLA:

- **Server:** An individual dedicated server provisioned under the customer's AEserver account.
- **Facility Downtime:** Accumulated whole minutes during which the server loses its facility power supply or its network port becomes unreachable from the relevant infrastructure provider's border routers due to a qualifying infrastructure failure.
- **Monthly Uptime Percentage:** The percentage of facility availability achieved during the applicable calendar month or eligible active service period.
- **Hardware Fault:** A confirmed failure of a physical hardware component supplied as part of the dedicated server.
- **Stocked Component:** An SSD, NVMe drive or memory module forming part of a covered standard server configuration for which replacement stock is maintained.
- **Diagnosis:** The point at which AEserver or its infrastructure partner confirms a Hardware Fault and identifies the component requiring replacement.

- **Affected Service:** The individual dedicated server directly impacted by qualifying Facility Downtime or a covered hardware replacement delay.
- **Service Credit:** A non-refundable credit applied toward future billing of the affected dedicated server.
- **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. Hours of operation and facility availability

Metric	Commitment
Facility availability	99.9% monthly uptime
Facility power and network operations	24/7/365
Technical support availability	24/7/365
Stocked Component replacement	Within 48 hours of Diagnosis
Other hardware replacement	Subject to parts availability
Infrastructure incident handling	24/7/365

AEserver commits to a Monthly Uptime Percentage of at least **99.9%** for the power supply and network reachability of each eligible dedicated server, subject to the exclusions established in this SLA.

Monthly uptime is calculated as follows:

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

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

Network availability is measured within the covered infrastructure network, between the server's network port and the relevant infrastructure provider's border routers.

The public internet beyond the covered infrastructure network is outside the scope of this commitment.

Facility Downtime is counted in whole minutes. Overlapping power and network interruptions resulting from the same incident shall not be counted twice.

Physical server hardware failures are assessed separately under Section 5.

5. Hardware replacement commitment

5.1. Stocked Components

Upon confirmation of a Hardware Fault involving a covered Stocked Component, AEserver commits to arranging and completing its replacement within **fourty-eight (48) hours of Diagnosis**, throughout the year.

This commitment applies to:

- SSD storage drives.
- NVMe storage drives.
- RAM and memory modules.

The component must form part of an eligible standard dedicated server configuration covered by this SLA.

Where the replacement timeframe is exceeded, the customer may qualify for a Service Credit under Section 10.

5.2. Other hardware components

Replacement of other physical hardware components is subject to parts availability, the server configuration and the applicable data centre location.

Such components may include:

- Motherboards and mainboards.
- Processors.
- Power supply units.

- Network interface cards.
- RAID controllers.
- Server chassis.
- Specialized or customized hardware components.

AEserver will aim to confirm parts availability and communicate an expected replacement timeframe within four (48) hours of Diagnosis, including a committed replacement time where one can be established.

The 48 hour hardware replacement commitment and associated Service Credits do not apply to these components.

5.3. Hardware diagnosis and replacement timeframe

The hardware replacement timeframe begins when the fault has been confirmed and the defective component has been identified by AEserver or its infrastructure partner.

It does not begin when:

- A support ticket is initially submitted.
- A monitoring alert is generated.
- The customer first notices a service interruption.
- A potential hardware fault is suspected but has not been confirmed.

AEserver will communicate confirmation of the Hardware Fault through the relevant support ticket.

Where customer authorization, instructions or access are reasonably required before replacement can proceed, the applicable replacement timeframe shall be paused for the duration of the customer-related delay.

5.4. Scope of hardware replacement

The hardware replacement commitment covers the physical replacement of the defective component.

Unless expressly included in a separately purchased management service or agreement, it does not include:

- Operating system installation or reinstallation.
- RAID reconstruction or synchronization completion.
- Data recovery or restoration.
- Application installation or reconfiguration.
- Software troubleshooting.
- Database repair.
- Restoration of customer workloads to their previous operational state.

Completion of physical hardware replacement does not necessarily mean that the customer's operating system, applications or data have been restored.

6. Data protection, storage failures and backups

Dedicated server rental does not include a guarantee of data integrity, data retention or data recovery.

Where a storage device fails, AEserver's hardware replacement responsibility is limited to replacing the defective device in accordance with the applicable hardware replacement commitment.

Data recovery from defective storage devices is not included in the standard dedicated server service.

Customers are responsible for maintaining appropriate independent backups of their operating systems, applications, databases and other data stored on their servers.

Where RAID storage is included in the purchased server configuration, it may provide protection against certain individual storage device failures. However, RAID is not a substitute for an independent backup.

RAID does not necessarily protect against:

- Accidental deletion.
- File system or database corruption.
- Malware or ransomware.
- Multiple simultaneous disk failures.

- RAID controller or array failure.
- Human error.
- Complete server failure.

Backup, disaster recovery and data restoration services are separate services and must be expressly included in the customer's purchased service package or agreement.

Unless otherwise expressly agreed, AEserver does not maintain a guaranteed backup of dedicated server data or provide guaranteed Recovery Time Objectives (RTO) or Recovery Point Objectives (RPO).

Service Credits under this SLA are calculated against the affected server's eligible service fees and do not compensate for the value of lost data.

7. Technical support and response times

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

The scope of technical assistance depends on the service management level and any additional technical support package purchased by the customer.

7.1. Ticket acknowledgment

Period	Acknowledgment target
Business Hours	30 minutes
Extended Hours	4 hours

7.2. Incident priority and technical response targets

Priority	Classification	Business Hours	Extended Hours
P1 – Critical	Server unavailable, unreachable or suspected critical hardware fault	1 hour	3 hours

P2 – High	Server degradation, individual RAID disk failure or intermittent network issues	4 hours	12 hours
P3 – Standard	Server 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, requests for further information, corrective action or escalation to the relevant infrastructure provider.

Response times are not guaranteed resolution or diagnosis completion times.

AEserver reserves the right to determine or adjust the priority of a support request based on its verified technical impact, severity and urgency.

Service Credits are not automatically applicable to support acknowledgment or technical response delays.

7.3. Remote server management

Where included in the purchased server configuration, customers may be provided with remote server management or out-of-band console access, such as IPMI, iDRAC, iLO or equivalent technology.

Available remote management features depend on the server hardware, configuration and infrastructure platform.

Customers are responsible for securing their remote management credentials and using the available management interfaces appropriately.

8. Managed and unmanaged dedicated servers

8.1. Unmanaged dedicated servers

Unless expressly purchased as a managed service, dedicated servers are supplied on an unmanaged basis.

AEserver's standard responsibilities are limited to the covered physical hardware, facility power supply and network connectivity.

The customer is responsible for:

- Operating system installation, configuration and administration.
- Software and application management.
- Security updates and patching.
- Firewall and access control configuration.
- Performance optimization.
- Database administration.
- Backup configuration and monitoring.
- Data recovery and restoration.
- Monitoring and maintaining customer applications.

Issues arising from customer-managed software or configurations do not constitute Facility Downtime or a qualifying Hardware Fault.

8.2. Managed dedicated servers

Customers purchasing managed support services receive additional technical assistance in accordance with the applicable management package or separately agreed service scope.

The purchase of a management package does not automatically establish an uptime guarantee for customer websites, applications, databases or third-party software.

Additional management commitments, where applicable, are governed by the respective management service agreement.

9. 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 containing relevant incident details.	According to incident priority
Level 2 – Technical Operations	Request escalation within the existing support 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 support ticket.	Within 2 business days

Critical infrastructure and hardware 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.

10. Service credit calculation

Where AEserver fails to meet the applicable facility availability commitment or covered Stocked Component replacement commitment, eligible customers may submit a claim for a Service Credit.

10.1. Facility availability credits

Monthly Uptime Percentage	Service Credit
99.9% or higher	No credit
Below 99.9% but at least 99.0%	10% of eligible monthly server fees
Below 99.0% but at least 95.0%	25% of eligible monthly server fees
Below 95.0%	50% of eligible monthly server fees

10.2. Hardware replacement credits

Stocked Component replacement time from Diagnosis	Service Credit
Within 48 hours	No credit
More than 48 hours, up to and including 96 hours	10% of eligible monthly server fees
More than 96 hours	25% of eligible monthly server fees

Hardware replacement credits apply exclusively to qualifying delays in the replacement of covered Stocked Components.

No hardware replacement Service Credit applies to components excluded from the four-hour replacement commitment.

10.3. Service credit conditions and limitations

The following conditions apply:

- Service Credits are calculated individually for each affected dedicated server.
- Credits are calculated against recurring server infrastructure fees actually paid by the customer, after applicable discounts and excluding taxes.
- For servers billed quarterly, annually or for other extended periods, the equivalent monthly server infrastructure fee shall be used.
- Software licences, control panel licences, backup subscriptions, management packages, additional support services, setup fees and unrelated services are excluded unless expressly covered by a separate SLA.
- Only one facility availability credit tier applies per affected server per calendar month.
- Only one applicable hardware replacement credit tier applies per qualifying hardware replacement incident.
- Overlapping interruptions shall not be counted more than once for facility availability calculations.
- The combined total of all approved facility availability and hardware replacement credits shall not exceed 100% of the affected server's eligible monthly infrastructure fees.
- Service Credits are non-transferable, have no cash redemption value and are applied toward future billing of the affected server.

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

11. Claiming a service credit

Service Credits are not issued automatically.

To qualify for a Service Credit, the customer must:

1. Have an active, paid dedicated server 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 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.

Claims must be submitted through the authenticated AEserver Client Area and directed to the Billing Department.

The claim must include:

- The affected dedicated server or service ID.
- The relevant support ticket or incident reference.
- The date, time and estimated duration of the reported interruption or hardware replacement delay.
- A clear request for a Service Credit under this SLA.
- Relevant supporting logs, monitoring records or diagnostic information, where available.

AEserver will assess claims in good faith using infrastructure monitoring records, hardware diagnosis records, incident reports and other relevant technical evidence.

Customer-provided monitoring information will be considered where relevant. Where authoritative incident records are available, separate customer-generated logs are not required.

Service Credits remain subject to verification and approval.

12. SLA exclusions

The following circumstances do not constitute qualifying Facility Downtime or hardware replacement delays and shall not give rise to Service Credits.

12.1. Scheduled maintenance

Planned maintenance of data centre facilities, power systems, networking equipment, physical servers or associated infrastructure announced at least five (5) working days in advance.

Customer-requested hardware upgrades, configuration changes and scheduled server interventions are also excluded.

12.2. Emergency maintenance

Emergency maintenance reasonably necessary to protect the security, stability, integrity or continued operation of the infrastructure.

AEserver and/or its infrastructure partners will aim to provide at least two (2) hours' advance notice where circumstances reasonably permit.

Immediate maintenance may be performed without prior notice where necessary to address critical security risks, prevent infrastructure damage or avoid more significant service interruptions.

12.3. Customer-managed systems and configurations

Interruptions arising from:

- Operating system failures or kernel panics not attributable to covered hardware faults.
- Application, database or software failures.
- Incorrect firewall, DNS, routing or network configurations.
- Lost credentials or customer-related access restrictions.
- Customer-initiated shutdowns, reboots or reinstalls.
- Unauthorized modifications.
- Exhaustion of storage, memory, CPU or other allocated resources.
- Failure to maintain or secure customer-managed systems.

12.4. Non-covered and customer-supplied hardware

Failures involving customer-supplied hardware or hardware installed at the customer's request outside the covered standard server configuration.

Such hardware may be subject to the relevant manufacturer's warranty or separately agreed replacement arrangements.

Replacement delays involving components outside the Stocked Component commitment are excluded from hardware replacement Service Credits.

12.5. External networks and third-party services

Interruptions arising from services outside the covered infrastructure network, including:

- Customer internet service providers and local networks.
- External internet routing and peering incidents.
- Upstream telecommunications failures beyond the covered border routers.
- Third-party DNS, CDN and proxy services.
- External applications, APIs and software integrations.

An infrastructure failure is not automatically excluded solely because the affected covered infrastructure component is operated by an AEserver infrastructure partner.

12.6. Security incidents and excessive traffic

Interruptions resulting from denial-of-service or distributed denial-of-service (DDoS) attacks directed at the customer's IP addresses or services, compromised customer systems, abusive activities or traffic exceeding the purchased network port capacity.

Necessary protective measures taken in response to such circumstances are also excluded.

12.7. Service suspension or termination

Interruptions arising from legitimate service suspension, restriction or termination due to non-payment, abuse, fraudulent activity, breach of applicable Terms of Service or lawful regulatory and judicial orders.

12.8. Customer-related delays

Delays resulting from waiting for customer authorization, instructions, access, credentials or other information reasonably necessary to proceed with diagnosis, maintenance or hardware replacement.

Applicable hardware replacement timeframes shall resume once the required customer action has been completed.

12.9. Force majeure

Events beyond AEserver's and its infrastructure partners' reasonable control, including natural disasters, conflict, governmental restrictions, external public utility failures and other applicable force majeure events, as defined in the AEserver Terms of Service.

12.10. Performance degradation

Reduced application performance, increased latency, resource contention or other performance-related issues that do not result in qualifying Facility Downtime.

Such issues may be investigated through the applicable technical support procedures but do not automatically qualify for Service Credits.

13. Monitoring, measurement and incident reporting

Facility availability and infrastructure incidents are assessed using available technical monitoring systems, incident records and reports maintained by AEserver and/or its infrastructure partners.

Customers may independently monitor their dedicated servers using appropriate monitoring tools.

However, an unsuccessful ping, inaccessible website, application error or failed monitoring check does not independently establish qualifying Facility Downtime or a confirmed Hardware Fault.

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

General infrastructure availability and incident notifications may be published through the AEserver Network Status Page.

Hardware replacement timeframes are determined using confirmed Diagnosis and physical replacement completion records, taking into account applicable exclusions and customer-related delays.

14. Infrastructure and technology partners

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

Customers acknowledge that hardware diagnosis, replacement, maintenance and infrastructure incident resolution may require coordination with these providers.

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

Different server configurations, data centre locations, legacy platforms, customized infrastructure solutions and separately agreed enterprise services may be subject to different service commitments.

15. Server provisioning

Standard dedicated server configurations are normally provisioned within 1–5 business days following:

- Successful payment confirmation.
- Completion of applicable account and order verification procedures.
- Confirmation of hardware availability.
- Receipt of any required customer configuration instructions.

Customized server configurations, specialized hardware, additional components, complex network requirements and managed service setups may require additional provisioning time.

Where applicable, estimated provisioning timeframes will be communicated during the ordering process.

Provisioning timeframes are separate from the availability and hardware replacement commitments established under this SLA and do not qualify for Service Credits.

16. Limitation of liability

To the fullest extent permitted by applicable law, AEserver shall not be liable for indirect, incidental, special, consequential or punitive damages arising from facility interruptions, hardware failures, service delays or data loss.

Such damages may include loss of revenue, profits, business opportunities, data, business interruption and associated recovery expenses.

The applicable liability limitations established in the AEserver Terms of Service remain in effect. Expressly approved Service Credits under this SLA shall be governed by the specific calculation and maximum credit provisions established in Section 10.

Except for the express commitments established under this SLA or separately agreed contractual arrangements, dedicated server 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.

17. Changes and termination

AEserver reserves the right to update this SLA to reflect changes in infrastructure, hardware configurations, technology, operational procedures, service offerings 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 dedicated server service, unused Service Credits associated with that service shall expire unless otherwise required by applicable law or agreed in writing.

18. 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.

19. Contact information

For technical support, hardware-related issues, infrastructure incidents, escalation requests or Service Credit claims, please use the following official resources:

- **AEserver Client Area:** https://my.aeserver.com/
- **Technical Support:** support@aeserver.com
- **Sales and Commercial Enquiries:** sales@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.