

KINSTA INC. SERVICE LEVEL AGREEMENT

Kinsta Ltd provides an industry leading product, and is pleased to support it with this Service Level Agreement (SLA). This SLA is hereby incorporated into Client's Agreement with us, and made a part of it. Terms not defined in this SLA have the definitions set out in our Terms of Service. The remedies set out in this SLA are Client's sole and exclusive remedy for issues covered by the SLA. While Kinsta Ltd will not modify this SLA arbitrarily, it may do so from time-to-time. Should we make a change to this SLA we will send an email notification to the email address Client has provided to us in his control panel. The notification will set out how the SLA will be changed and the effective date of any such changes. It is important that you review the SLA completely.

1. Service standard

Our goal is to ensure that the Service is available to Clients twenty-four hours a day, seven days per week, three hundred and sixty five days per year (Service Availability).

Our SLA has a 99.9% uptime guarantee. Our goal is to respond to Severity Level 1 notifications presented by Clients. We have a 30 minute first reaction time on emergencies (Error Response). Our Error Response goal is a time to acknowledge only, not a time to resolve. Credits will not be given should we fail to meet our Error Response goal.

We realize that our Service Availability and Error Response goals may not be met. Accordingly, paragraph 2 sets out credits should we fail to meet the Service Availability or goal.

2. How you receive credits

Your next monthly invoice following any failure to meet the Service Availability goal will include a credit for such failure. You will receive a credit of five percent of your total Fee (for the month in which the goal was not met) for each complete hour in which we fail to meet the Service Availability goal. Collectively these are referred to as "SLA Credits." SLA Credits are based on our monitoring, may not exceed the total amount of Fees you have paid to us for the month in which we failed to meet the Service Availability set out in paragraph 1, may not be aggregated, and will not be paid in cash. If you terminate your Client Agreement before the SLA Credit is applied, no refund or other payment will be made.

3. When you will not receive credit

1. Should we fail to meet the Service Availability goal as a result of scheduled outages, emergency maintenance or Force Majeure Events you will not receive a credit.
2. If the failure to meet either the Service Availability goal is based on a non-standard environment, Client machine access problems, Client authored code or changes to the Service by parties other than Kinsta Ltd, you will not receive an SLA Credit.
3. You'll not receive credit for maintenance that is performed during the below schedule:
Monday through Sunday, 2 am to 5 am local to the server region time zone.