

Service Level Agreement

Updated on: September 11, 2024

Note: This is not the current version of this document and is provided for archival purposes. View the [current version](#).

1. Introduction

This Service Level Agreement ("SLA") is an addendum to the Terms of Service (<https://kinsta.com/legal/terms-service/>) or Master Services Agreement, as applicable, and is part of the Agreement. Kinsta reserves the right to make changes to this SLA at any time. Customer's continued use of the Services following any changes to this SLA constitutes Customer's acceptance of such changes. Please periodically review this SLA and check for any updates.

2. Definitions

Capitalized terms not defined in this SLA have the meaning provided elsewhere in the Agreement.

- a. **"Downtime"** means a period of time during which Live Applications are unavailable or inaccessible over Hypertext Transfer Protocol (HTTP) or other Kinsta-provided network connections, as applicable, during any Monthly Billing Period. Downtime will be calculated based on Kinsta's monitoring. For the avoidance of doubt, Downtime is calculated based on total amount of time, rather than the amount of time per Live Application, i.e., if multiple Live Applications in a Hosting Plan experience Downtime simultaneously, the duration of Downtime will not be increased based on the number of Live Applications experiencing Downtime.
- b. **"Impacted Applications"** means Live Applications which experience Downtime.

- c. **"Live Applications"** means Customer Applications (e.g., websites, applications, or databases) that are in a live environment.
- d. **"Maintenance Period"** means each day Monday through Sunday, 2 am to 5 am, local time, based on the time zone of the data center in which each Customer Application is hosted.
- e. **"Monthly Billing Period"** means the time period from the date Customer subscribes to a Hosting Plan until the day before the first billing date, and from each successive billing date until the day before the next billing date. For example, if the initial subscription date is September 6, then the Monthly Billing Period is September 6 through October 5, and the next Monthly Billing Period is October 6 through November 5, etc.
- f. **"Monthly Subscription Value"** means:
 - i. For managed WordPress or static site Hosting Plans:
 - 1. For Customers on a monthly billing cycle: the monthly Fee paid for the Hosting Plan subscription.
 - 2. For Customers on an annual billing cycle: the annual Fee paid for the Hosting Plan subscription divided by 12.
 - 3. If Customer switches Hosting Plans during the Monthly Billing Period, Customer's Monthly Subscription Value will be prorated based on the amount of time subscribed to each Hosting Plan during the Monthly Billing Period.
 - ii. For application and database Hosting Plans: the actual amount invoiced during the Monthly Billing Period for each distinct Customer Application.
 - iii. The Monthly Subscription Value excludes any other Fees, such as, but not limited to, paid add-ons, overages, build time, bandwidth, and migration fees.
- g. **"SLA Credit"** means the credit applied (as calculated in Section 3) to Customer's Hosting Plan to offset eligible Fees due to Kinsta's failure to meet the Uptime Guarantee.
- h. **"Uptime Guarantee"** means the percentage of time that Live Applications will be available during each Monthly Billing Period. The Uptime Guarantee is 99.9%, unless a higher percentage is set forth in the Customer's Order Form.

3. Amount of SLA Credits

- a. The maximum amount of SLA Credits to be issued to Customer will not exceed the Monthly Subscription Value for the month in which Kinsta failed to meet the Uptime Guarantee.
- b. If Kinsta fails to meet the Uptime Guarantee, SLA Credits are calculated as follows:
 - i. For WordPress and static site Hosting Plan subscriptions, SLA Credits equal a percentage of the Monthly Subscription Value (depending on the length of Downtime), as adjusted by the ratio of Impacted Applications to Live Applications. See Tables A and B below for examples.
 - ii. For application and database Hosting Plan subscriptions, SLA Credits equal twenty times the proportion of the Monthly Subscription Value which is related to Impacted Applications.
 1. If the Uptime Guarantee is 99.9%, the amount of Downtime must exceed 43 minutes before SLA Credits will be issued.
 2. If the Uptime Guarantee is 99.99%, the amount of Downtime must exceed 4 minutes before SLA Credits will be issued.

Table A

99.9% Uptime Guarantee

Length of Downtime	SLA Credit
43 to 59 minutes	5% x Monthly Subscription Value x (Impacted Applications / Live Applications)
60 to 119 minutes	10% x Monthly Subscription Value x (Impacted Applications / Live Applications)
120 to 179 minutes	15% x Monthly Subscription Value x (Impacted Applications / Live Applications)
180 minutes to 239 minutes	20% x Monthly Subscription Value x (Impacted Applications / Live Applications)

Table B

99.99% Uptime Guarantee

Length of Downtime	SLA Credit
4 to 59 minutes	5% x Monthly Subscription Value x (Impacted Applications / Live Applications)
60 to 119 minutes	10% x Monthly Subscription Value x (Impacted Applications / Live Applications)
120 to 179 minutes	15% x Monthly Subscription Value x (Impacted Applications / Live Applications)
180 minutes to 239 minutes	20% x Monthly Subscription Value x (Impacted Applications / Live Applications)

4. Customer Must Request SLA Credits

In order to receive SLA Credits, Customer must submit a written request for SLA Credits within 30 days of Downtime using the chat system in MyKinsta. Failure to comply with this requirement will forfeit Customer's right to receive an SLA Credit.

5. Limitations

- a. Customer may not sell, license, rent, or otherwise transfer SLA Credits. SLA Credits have no intrinsic or cash value, are not redeemable for cash, and are nonrefundable.
- b. Unused SLA Credits will expire upon termination of Customer's Hosting Plan as set forth in the [Kinsta Documentation](#).
- c. This SLA states Customer's sole and exclusive remedy for any failure by Kinsta to meet the Uptime Guarantee.
- d. If Customer subscribes to a Hosting Plan with an Uptime Guarantee greater than 99.9%, and the Customer thereafter downgrades its Hosting Plan, Kinsta may reduce the Customer's Uptime Guarantee to 99.9% after the Hosting Plan downgrade.

6. Downtime Exclusions

Downtime caused by any of the following circumstances, as determined at Kinsta's sole discretion, will not be included in Downtime and will not be eligible for SLA Credit:

- a. Maintenance performed during the Maintenance Period;
- b. Emergency maintenance performed at any time;
- c. Scheduled outages;
- d. Force majeure events, including but not limited to, acts of nature (fire, flood, earthquake, storm, or other natural disaster), acts of war (invasion, hostilities, rebellion, revolution, insurrection, terrorist activities, and other hostile activities), actions taken by governments (sanction, blockage, embargo, and other governmental action), labor disputes (strike, lockout, or any similar dispute), failure of power sources, outages caused by external service providers, and any other event which Kinsta cannot reasonably anticipate, prevent, control, or avoid;
- e. Traffic, requests, processes, or other activity affecting a Live Application that exceeds the capabilities of the Live Application, the Hosting Plan, or the Services;
- f. Customer's breach of the Agreement or any other policies, terms, or agreements applicable to Customer;
- g. Customer machine access problems;
- h. Customer misuse, configuration, or alteration of the Services, including Customer authored code or configuration of any Live Application such that it may experience Downtime when another Live Application experiences Downtime; or
- i. Changes to the Services by parties other than Kinsta.