

SLA (Service Level Agreement)

Last modified January 8th, 2018.

Certain ObjectGears plans, including all enterprise plans that explicitly list Service Level Agreement ("SLA") in the support details at <https://www.objectgears.eu/license> are subject to the terms and conditions of this SLA.

1. DEFINITIONS

Any terms not otherwise defined herein shall have the meaning ascribed to them in the ObjectGears Terms of Service ("Agreement") located at <https://www.objectgears.eu/terms-and-conditions>.

2. UPTIME GUARANTEE

We provide a 99.9% uptime guarantee. This means that for any given month, while unlikely, it is possible that ObjectGears may experience an average downtime of up to 2678 seconds excluding scheduled maintenance. If an outage exceeds a cumulative of 2678 seconds in a month, we will credit 5% of the Your base monthly recurring fee for the affected account, per hour of downtime.

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 100% of THAT MONTH'S MONTHLY RECURRING FEE FOR THE AFFECTED ACCOUNT.

This guarantee covers ObjectGears' internal infrastructure including application and database servers, routers, switches, the cables connecting them, and connectivity to our backbone providers. This guarantee does not cover email delivery.

3. SCHEDULED MAINTENANCE

Scheduled Maintenance means any maintenance on the equipment and services that affect the uptime of ObjectGears, for which You are notified at least 24 hours in advance.

Notice of Scheduled Maintenance will be provided to your account administrator by a method elected by ObjectGears (email or telephone). Nothing in this agreement shall prevent ObjectGears from conducting emergency maintenance on an as-needed basis. In the event that scheduled maintenance may unduly affect Your operations, it shall be Your responsibility to so notify ObjectGears Technical Support via <https://partner.objectgears.cz/> to discuss any necessary arrangements.

4. CREDIT PROCEDURES AND EXCEPTIONS

You must notify us via opening a support ticket at <https://partner.objectgears.cz/> indicating that you wish to pursue your rights as guaranteed by this SLA within 10 days of the incident to be eligible for credit. ObjectGears is not required to provide SLA-guaranteed services or credits to customers who are in default of their contractual obligations. Upon opening a support ticket, we will verify the claim and if the problem is verified and meets the requirements of this SLA, we will measure downtime.

Credits shall not be allowed for conditions (i) caused by You or others authorized by You; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by ObjectGears; (iii) the result of scheduled maintenance or upgrades where You have been notified in advance; (vi) attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by ObjectGears and (vii) events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of ObjectGears' own employees), government act, or failure of the Internet, and actions or inactions of Your personnel, affiliates and vendors.

Credits are accumulated monthly with Monthly Cumulative Downtime being reset at the beginning of each calendar month. Any two consecutive months in which Monthly Cumulative Downtime is in excess of 270 minutes would be considered a breach of contract by ObjectGears and You would have the option to terminate with cause.

Credits are applied to future invoices or returned to the credit card if credit occurs in final service month.

ObjectGears monitoring systems and records shall be the information source of record for the accumulation of Monthly Cumulative incidents.

5. OTHER LIMITATIONS

The remedies set forth in this Service Level Agreement shall be Your sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any ObjectGears failure to meet the service objectives.

6. FOR MORE INFORMATION

If you have any questions or comments about this Agreement, contact us at <https://www.objectgears.eu/contact> or Support portal <https://partner.objectgears.cz/>.