Service Level Agreement (SLA)

for *Customer*

by

Poli Systems GmbH

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Version

Version	Date	Description	Author
1.0	27.07.2020	Service Level Agreement	Philippe Raimundo

The present agreement describes the availability guarantee of the Poli Systems service network. The guarantee applies to any customer of Poli Systems without any outstanding debt during the period of network unavailability.

1. Form and procedure for implementing the guarantee

Poli Systems has as main objective to provide the content of the hosted site available (uptime) for access from anywhere in the world, anytime. The service downtime is defined as the loss of all Poli Systems plans from its backbone providers.

The goal of Poli Systems is to keep the average plan loss at 0.5% or less during a calendar month, as measured by the company. Downtime is measured after the notification by the customer via the ticketing system of Poli Systems about the inactivity, the moment of the interruption. If it is impossible to access the ticketing system, then a mail should be made to the support of Poli Systems. The System Administrators of Poli Systems will determine the end of downtime. If the average plan loss exceeds 1%, then Poli Systems will provide credit to the customer in the form of service subscription time, according to the following tables.

2. Credits

1.1 Website hosting, WordPress managed services

In case of:
a. availability less than 99.5% in the period of one calendar month, of the Webserver, the Database Server, the technological equipment or the infrastructure of the data center hosting your site, or
b. availability less than 99.5%, of the network of the data center hosting your site,
then Poli Systems will credit your hosting plan with free hosting time as follows:

Monthly operation	Credit
97% to 99.5%	Credit 50%
96.9% or less	Credit 100%

1.2 Dedicated Servers

For Dedicated Servers with provided SLA guarantee, in case of:
a. availability less than 99.5% in the period of one calendar month, of the technological equipment or the infrastructure of the data center hosting your server, or
b. availability less than 99.5%, of the network of the data center hosting your server,
then Poli Systems will provide retroactive credit equivalent to the difference between the guaranteed level of availability of the service provided in SLA class by the specific server during the month and the calculated level of service availability. The credits apply only to the size of the monthly amount paid as consideration of the services and do not involve any damage that may result from the non-availability. The credits are calculated according to the following table, measuring 24-hours a day in a calendar month, with the maximum credit not to exceed 50% of the monthly service charge for that month. In case of crash of any services such as the web server, this SLA isn't applied as Poli Systems only assure 99.5% on the machines uptime.

Monthly operation	Credit
97% to 99.5%	Credit 10%
96.9% or less	Credit 50%

The credit is applied in 60 days from the day of submitting the request. The credit of this format is the exclusive compensation in the event of downtime.

1.3 Cloud Hosting / VPS / VDS

3.a.
For the Cloud Servers, if:
i. the Cloud Server is available less than 99.95%, or

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ii. the network to the data center hosting your site is available less than 99.95%,

then Poli Systems will provide retroactive credit based on the following:

Credit 1% for every 0.01% less than 99,95% (VM availablity, network availability)

The credits are calculated measuring 24-hours a day in a calendar month, with the maximum credit not to exceed 20% of the monthly service charge for that month. Excluded from the non-operation times are the scheduled maintenance procedures of the data center.

3.b.
The credit applies if the customer submits the request within 5 hours from the time the problem occurred for unavailability of the Cloud Server and within 5 days after the end of the month in which the problem occured.

3.c.
If the customer requests an upgrade to the infrastructure of the Cloud Server, the maximum request execution time is 14 working days.

3. Restrictions
The customer will not receive any credit for any failure, malfunction or unavailability of the website due to or associated with:
a. circumstances beyond the reasonable control of Poli Systems including, without limitation, governmental activities, war, insurrection, sabotage, armed conflict, blockade, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, inaccessible or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation of ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or the energy required for the use of appropriate equipment for the provision of this SLA.
b. Planned or emergency maintenance and improvement of the technological equipment of the company
c. Issues with DNS, FTP, POP, IMAP or SMTP client access
d. False reports of non-functioning of Poli Systems systems
e. Acts or omissions of the customer (or other acts or omissions committed or authorized by customer), including, without limitation, custom or coding (e.g., CGI, Perl, HTML, ASP, etc ...), any negligence, willful misconduct, or use of services with violation of conditions of Poli Systems and the provisions of the acceptable use policy.
f. Delivery or transmission of email or webmail
g. Outages elsewhere on the Internet that hinder access to the Customer. Poli Systems is not responsible for their browsers or DNS which can make the appearance of the service to the Customer impossible. Further, Poli Systems is not responsible for problems arising because of the internet access quality of the provider chosen by the customer. Poli Systems will guarantee only those areas under its control, namely: the servers, routers and their connection to the Internet.

4. Hardware replacement guarantee 7 days (for servers with SLA)

Poli Systems guarantees the operation of all rented / purchased material parts and shall replace any failed component without any financial burden on the customer. The replacement of the material will start once Poli Systems determines the cause of the problem. The replacement of the material is guaranteed to be complete within 7 days from the identification of the problem. If it takes more than 3 days to replace the defective material, Poli Systems will reimburse the customer the fee of one day per day that the system is not working (up to 100% of the monthly access fee of the customer). This guarantee excludes the time required to rebuild any RAID series.

5. Contact

If you have any questions or comments about us, our Site, our Terms and/or this Policy, please contact us at:

Poli Systems

support@polisystems.ch or admin@polisystems.ch

Or via a support ticket, you can contact our SLA manager at pr@polisystems.ch