

**Matchless reliable hosting provider**

Aspiring to be one of the most adaptable and competitive providers

## **Service Level Agreement (SLA) Policy**

Initial draft: 6/7/2021  
Latest change: 11/5/2022

The following policy applies only to direct customers of Fryxel and their subsidiary companies. It will describe the uptime we guarantee but also the compensation if service unavailability occurs.

## **1. General**

### **1.1 Network**

Network is defined as all equipment, software and facilities within Fryxel their infrastructure, which includes Fryxel contracted and leased services outsourced from its providers, which Fryxel utilizes to provide its services.

### **1.2 Service availability**

The service availability refers to the total time in a given calendar month that the Fryxel infrastructure is available throughout the internet, provided that the client and its users have established internet connectivity. Fryxel takes responsibility for the service availability within its own infrastructure, and what it has control over, however cannot be held liable for issues directly related to external providers, which include bandwidth, software or hardware issues.

### **1.2 Service unavailability**

The unavailability of a service is defined as any unplanned interruption in service availability during which the client is unable to access the rented services as described in section 1.2. Provided that the downtime has been confirmed to have been a result of the fault of an issue within the infrastructure of Fryxel as confirmed by itself, Fryxel will measure the total length of time of the unplanned service downtime during a calendar month for affected clients.

### **1.3 Scheduled unavailability**

Scheduled unavailability or maintenance is defined as scheduled interruption of service. Scheduled downtime takes place during a defined maintenance window by Fryxel, which occurs in conjunction with a 1 hour notice to the client via electronic communication (email). Fryxel will try to schedule its maintenance procedures to take place during times at which clients will be least affected, and to expedite the procedures to reduce downtime incurred.

## 1.4 Support service

Support is a service provided by Fryxel to assist clients with the management and utilization of the rented services which were provided to its clients. Fryxel agrees that its team and representatives will do its absolute best to assist with any matter involving a direct fault of an item within the infrastructure. Fryxel cannot guarantee that it will be able to assist in any matter directly related to the software in which it is hosting for its clients, nor anything which its clients add on or change themselves. Any support offered past what involves issues directed at the Fryxel infrastructure is provided entirely under the discretion of Fryxel itself. Generally, this applies to issues with modded/third party content which clients tend to add onto their rented services.

## 2. Coverage

Our SLA Policy covers the following unavailabilities.

- Service unavailability due to hardware or software failure
- Service unavailability due to human mistakes of the Fryxel team
- Unscheduled hardware or software maintenance which results in service unavailability

## 3. Limitations

Events which our SLA Policy does not cover.

- Scheduled maintenance
- Unavailability due to force majeure
- Unavailability due to any sort of service attack (DDoS) which we were unable to prevent
- Unavailability caused by the customer
- Unavailability due to service upgrade

## 4. Compensation

In the event of service unavailability, the client will be compensated with the terms stated below.

- The SLA claim must be requested within 7 days after the event.
- The affected customer shall request a claim by using the contact page or by the ticket system.
- Fryxel will provide an extension of your affected service(s) equivalent to the duration of the unavailability.
- Fryxel has a maximum time span of 2 weeks to determine validity of the SLA claim. If we suspect the customer caused disruption on purpose then we will deny the request.
- Fryxel reserves the right to reject requested compensation under their own discretion.