UBER ISP Service Level Agreement (SLA)

For Resilient Infrastructure as a Service (RIaaS) and Infrastructure as a Service (IaaS)

This Service Level Agreement (SLA) establishes the service commitments, performance metrics, and remedies applicable to UBER ISP's Resilient Infrastructure as a Service (RIaaS) and Infrastructure as a Service (IaaS). This SLA is designed to ensure customer confidence and to define the terms for addressing any disruptions in service.

1. Definitions

• **Service Availability**: The percentage of time that the services are operational and accessible within a calendar month, excluding periods of scheduled or emergency maintenance.

• **Scheduled Maintenance**: Pre-planned downtime for routine maintenance, upgrades, or improvements. Customers will be notified at least 7 days in advance.

• **Emergency Maintenance**: Unplanned but necessary maintenance to address critical system issues or vulnerabilities that cannot be delayed. Customers will be notified as soon as possible.

• **Force Majeure**: Events outside of UBER ISP's reasonable control, including but not limited to natural disasters, acts of terrorism, or government actions.

• **Trouble Ticket**: A unique identifier issued by UBER ISP to document and track reported service issues.

2. Service Availability Commitment

UBER ISP guarantees a Service Availability of 99.9% per calendar month for RIaaS and IaaS. This commitment ensures that the services remain operational for all standard workloads, with minimal downtime. Service Availability is calculated as follows:

Service Availability (%) = [(Total Minutes in Month - Unavailable Minutes) / Total Minutes in Month] × 100

Unavailable Minutes exclude periods of Scheduled Maintenance, Emergency Maintenance, and any Force Majeure events.

3. Service Credits

If Service Availability falls below the committed level, UBER ISP will provide service credits to affected customers based on the following schedule:

Actual Service Availability	Service Credit (% of Monthly Fee)
99.8% to 98%	5%
97.9% to 95%	10%
94.9% to 90%	25%
Below 90%	50%

4. Credit Request Process

To receive a service credit, customers must complete the following steps:

1. Notify UBER ISP Customer Support immediately upon experiencing a service disruption.

2. Obtain a Trouble Ticket from Customer Support.

3. Submit a formal credit request within 30 calendar days of the outage. The request must include the Trouble Ticket number and a description of the issue.

Approved credits will be applied to the customer's account within two billing cycles. Failure to follow this process may result in the forfeiture of eligibility for service credits.

5. Exclusions

Service credits will not be issued for disruptions caused by the following:

• Actions or equipment failures on the part of the customer or third-party vendors not authorized by UBER ISP.

• Scheduled Maintenance or Emergency Maintenance.

• Force Majeure events (e.g., natural disasters, war, government actions).

• Customer's violation of the UBER ISP Acceptable Use Policy or Terms of Service.

• Issues resulting from cyberattacks, including Distributed Denial of Service (DDoS) attacks, where the customer has not opted for UBER ISP's DDoS protection services.

6. Limitation of Liability

The total amount of service credits issued in a calendar month will not exceed the monthly service fee paid by the customer for the affected service. Service credits are the sole and exclusive remedy for service disruptions or outages, and UBER ISP is not liable for any indirect, incidental, or consequential damages.

7. Modifications

UBER ISP reserves the right to modify this SLA at any time. Changes will take effect 30 days after customers are notified. Continued use of the services after the effective date constitutes acceptance of the revised terms.

8. Support and Escalation

UBER ISP provides 24/7 customer support to address service issues. If a customer feels that their issue has not been resolved satisfactorily, they may escalate the matter as follows:

1. Request escalation to a senior support representative.

2. If unresolved, contact the UBER ISP Customer Advocacy Team at support@uberisp.com.

For more details, please refer to our Legal Information page at: https://uberisp.com/legal.