# **Service Level Agreement (SLA)**

Jupiter Zone guarantees a 99.6% monthly network uptime per this Service Level Agreement (SLA).

Please note that some terms and conditions may apply.

### 1. Network Uptime SLA

Jupiter Zone's 100% Network Uptime SLA consists of 4 parts:

- **1.1** Global Internet Connectivity This includes connectivity from Jupiter Zone's network to the outside Internet.
- **1.2** Private Network Connectivity This includes connectivity between the privately routed network within Jupiter Zone's (Private Back-End Tunneling).
- **1.3** Power This includes the electricity which powers the servers in the data center.
- **1.4** Client Control Panel This includes the accessibility of the client control panel. This SLA does not guarantee functionality of the Control Panel.

**Uptime % Credit** 

99.6% Uptime 0%

99.5% Uptime 10%

99% Uptime 50%

Below 99% 100%

#### 2. Hardware SLA

Jupiter Zone's 99.6% Hardware SLA consists of 2 parts:

- **2.1** Faulty Hardware This includes any hardware that fails in whole or in part. Please note that the 6 hour SLA is valid only after the problem has been confirmed to be faulty hardware.
- **2.2** Hardware Upgrades if a customer purchases an upgrade, the upgrade must be complete within 6 hours once the upgrade has been scheduled. Please note that all hardware upgrades must be scheduled with support.

#### **Downtime Credit**

6 Hours or Less = 0%

6-12 Hours = 20%

12-24 Hours = 40%

24-36 Hours = 60%

36-48 Hours = 80%

48 + Hours = 100%

#### 3. Terms and Conditions

- **3.1** Jupiter Zone's extends this SLA to its direct clients only. Jupiter Zone is not liable for downtime caused by a reseller of its services.
- **3.2** Jupiter Zone offers SLA credits for use in future billing cycles only. SLA credits are non-transferrable in any way. SLA credits may not be exchanged for currency of any kind.
- **3.3** SLA credit is calculated from the time a ticket is opened regarding the issue to the time the issue is resolved.
- **3.4** Any Customer account not in good standing on payments is not eligible for SLA credit.
- **3.5** Any Customer account which has had been out of good standing on payments 3 times or more within 12 months prior to the outage is not eligible for SLA credits.
- **3.6** Any Customer server disconnected due to violation of the AUP/TOS is not eligible for SLA credit.
- **3.7** All SLA claims must be made with the sales department, and will be issued as account credits.
- **3.8** All SLA claims must be made within seven days of the network downtime. SLA credits may take up to 15 days to authorize, process, and post to the Customer account.
- **3.9** SLA credits may not exceed the full monthly amount of the server they are being applied to.
- **3.10** SLA credit claims can only be made by an authorized user on the account. All other unauthorized claims will be denied.
- **3.11** SLA credits may not be stacked, i.e. claiming SLA credit on both uplink downtime, as well as power downtime during the same incident.

- **3.12** In no way does the Jupiter Zone's SLA include software of any kind. Operating system reloads do not qualify in any way for an SLA credit.
- **3.13** Instant deployment servers do not qualify for SLA as part of the initial deployment as "instant deployment" is best effort.
- **3.14** Any form of management by Jupiter Zone of Customer software is not eligible to be included in the Jupiter Zone SLA. Any form of hardware reconfiguration due to software or management of software is not eligible to be included in the Jupiter Zone SLA.
- **3.15** Faulty hardware qualifies for the Hardware SLA only when 6 hours have passed from the time that a Jupiter Zone Technician has officially diagnosed the problem as being caused by faulty hardware. Until diagnosis is confirmed, the Hardware SLA is inactive.
- **3.16** Hardware upgrades are eligible for the Hardware SLA only after 6 Hours from the scheduled (between Customer and support) time for repair passes. All hardware upgrades must be scheduled with support in order to be eligible for the Hardware SLA. Immediate, or "as soon as possible" hardware upgrades are not eligible for the Hardware SLA.
- **3.17** Any failure outside of the Jupiter Zone's network itself, including bandwidth carrier outages, are not eligible for SLA credit.
- **3.18** Scheduled maintenance of Jupiter Zone's network is not eligible for any form of SLA credit.
- **3.19** Facility moves, Acts of God, including weather, natural disaster, or any other disaster outside of the control of Dedicated.com are not eligible for SLA credit.
- **3.20** The Jupiter Zone SLA is subject to change or revision without notice.

## **Contacting us**

If you would like to contact us to understand more about this Service Level Agreement or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may do so via the contact form or send an email to legal@jupiterzone.com

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