



# Service Level Agreement

ahome cloud, a product of Cloud Inspire sas.

This Service Level Agreement (SLA) is to be understood as the contractually defined minimum content of the customer's claims and supplements the provisions of the Terms of Services and the Privacy Policy.

Cloud Inspire may amend the SLA at any time without stating reasons, also with effect for an existing contractual relationship. Cloud Inspire will inform the Customer via the email held on file of any changes fifteen working days before they come into effect.

## Scope

Our main objective at Cloud Inspire is to make sure that our network has a 99.9% uptime. We ensure we select certified and verified datacenters in Africa to be able to guarantee this service to our customers. However, several situations are beyond our control and cannot count in the scope of our refund policy.

Such situations include, but are not limited to:

### Scheduled Network Maintenance

Occasional network maintenance will be required. You will be duly informed at the email address we have on file, in advance of scheduled maintenance work. We will carry out any necessary maintenance work during periods of low usage, insofar as this is possible. And that there are no downtime during this maintenance.

### Hardware Maintenance

In the rare eventuality that our server needs maintenance or replacement, we will do everything possible to minimize any downtime and you will be duly informed.

### Software Maintenance

We carry out regular updates and maintenance on our software application as well as the services provided to ensure customers benefit from the latest stable releases. Normally customers should not experience any downtime during this time, but we cannot guarantee any shortcomings during this time in all situations.

### Malicious Attacks

If a third party not associated with Cloud Inspire and ahome cloud initiate a «Denial of Service» or other form of disabling attack against a customer's managed server or major portions of our network, we will do everything in our power to stop the attack, but cannot guarantee a resolution time.

## Cumulative Downtime per City/Location per Month

	Silver tier 3	Best Effort* tier 5
<b>Hardware replacement</b> When does the SLA starts ?	5%/hour 12 hours	N/A N/A
<b>Network failure</b> When does the SLA starts ?	5%/hour 4 hours	N/A N/A
<b>Extended scheduled maintenance</b> When does the SLA starts ?	5%/hour 2 hours	N/A N/A
<b>Act of God/Regional Instability</b>	0 %	0 %
<b>Region</b>	Johannesburg	Lagos

### % definition:

The «%» for each Tier is the refund on the base monthly fee for a single server, up to 50% of your monthly bill as per your paid plan.

### Time definition:

After Cloud Inspire has confirmed a hardware failure, Cloud Inspire has this \*time\* to proceed with the replacement. A reboot attempt has to be requested, and performed before concluding it's a hardware issue.

It starts after the \*time\* of a confirmed network wide failure.

The \*time\* counts past the initial estimated and announced downtime, or for unscheduled and unannounced maintenance ie: if Cloud Inspire planned a 2 hours maintenance in Tier 3, Cloud Inspire is allowed to take an additional hour without having to issue compensation.

### \*Best Effort/Tier 5

No SLA applies in these locations. This is often due to a location being one of our emerging markets, or locations in which network, hardware and resolution standards are not up to par with the rest of the world.

It is important to note that this SLA does not reflect, or affect the ticket and phone support hours or E.T.A.'s, and is subject to change at Cloud Inspire's sole discretion.

## Disclaimer

Cloud Inspire shall only be liable for non-compliance with the SLA if Cloud Inspire is exclusively responsible for the non-compliance. The responsibilities assumed in this SLA do not apply in the following cases of disruption :

- Outages caused by incoming/outgoing hacker attacks,
- non-fulfilment of the SLA caused by customers or customer software,
- software/programmes installed defectively or used improperly by the customer,
- scheduled maintenance carried out by cloud.ahome.africa or its suppliers of which the Customer has been notified within a minimum notice period,
- faults caused by the manufacturer in the standard hardware used on which the infrastructure of cloud.ahome.africa is based,
- Emergency maintenance,
- Force majeure.

Our datacenter and server availabilities are ruled by our third party supplier. Any changes to the latter's service agreement will be communicated via the contact email we have on record within 7 working days of any updates and/or changes.

***Date: 26 August 2022***