

Service Level Agreement (SLA) – Hercul-IT

1. Introduction

This Service Level Agreement (SLA) outlines the terms and guarantees regarding the availability and services provided by Hercul-IT to its customers. Hercul-IT offers Managed VPS, Dedicated Servers, and Colocation services with the aim of ensuring a high level of uptime and reliability.

2. Uptime Guarantee

Hercul-IT targets an uptime of **99.9%** per calendar month for all Managed VPS, Dedicated Servers, and Colocation services.

3. Exceptions

The uptime guarantee does not apply in the following situations:

a. **Scheduled maintenance:** Maintenance that is announced in advance to the customer, such as updates or upgrades that may temporarily affect availability. Hercul-IT will schedule such maintenance outside of peak hours whenever possible and notify customers in a timely manner.

b. **Unforeseen circumstances:** Situations beyond Hercul-IT's control, including but not limited to:

- Natural disasters (e.g., floods, earthquakes)
 - Power outages caused by third parties
 - DDoS attacks or other malicious actions
 - Governmental restrictions or measures
 - Failures in third-party networks (e.g., internet service providers)
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4. Compensation

If uptime falls below 99.9% in a calendar month (excluding the exceptions above), the customer may claim compensation within 7 days after the end of that month. Compensation will be issued as a credit or discount on the next invoice. The compensation amount is calculated as a percentage of the monthly invoice and will not exceed the invoice value for that month.

- Uptime between 99.0% and 99.9%: 10% compensation
- Uptime between 95.0% and 98.9%: 25% compensation
- Uptime below 95.0%: 50% compensation

Claims submitted after this period will not be eligible for compensation.

5. Customer Responsibilities

The customer is responsible for managing their own servers and services, including resolving any issues that are not caused by Hercul-IT.

6. Limitation of Liability

Hercul-IT accepts no liability for indirect, consequential, or special damages arising from failure to meet the guaranteed uptime. The compensation described in this SLA constitutes the sole and exclusive remedy available to the customer.

7. Final Provisions

This SLA forms part of Hercul-IT's general terms and conditions. We reserve the right to modify this SLA with prior notice to our customers.