

Omnibyte Technologies - Service Level Agreement (SLA)

1. Overview

This Service Level Agreement ("SLA") outlines the service commitments provided by Omnibyte Technologies Limited ("Company") to its customers ("Customer"). This SLA applies to the hosting services provided by Omnibyte Technologies, which are delivered through our dedicated server and virtualised environments, including a self-hosted firewall and networking infrastructure.

2. Definitions

- **"Customer"**: The entity or individual receiving services from Omnibyte Technologies.
- **"Service Level"**: The agreed minimum level of service that Omnibyte Technologies will provide per calendar month.
- **"Downtime"**: A period of fifteen (15) or more consecutive minutes during which a service is unavailable due to system failure.
- **"Network Downtime"**: When a server cannot send or receive data to at least two (2) major transit networks.
- **"Scheduled Maintenance"**: Pre-planned maintenance events that are communicated to customers in advance and are not counted as downtime.
- **"Emergency Maintenance"**: Critical, unplanned maintenance required to maintain service stability and security.
- **"Force Majeure"**: Events beyond Omnibyte Technologies' control, including but not limited to natural disasters, acts of war, and regulatory changes.

3. Service Commitments

Omnibyte Technologies commits to a **99.9% uptime guarantee** for all hosting services, excluding scheduled and emergency maintenance.

4. SLA Applicability & Coverage

The SLA applies to:

- Internal hardware failures due to company negligence.
- Internal software failures due to company negligence.
- Internal networking issues, failures, or misconfigurations.
- Any other event determined to be Omnibyte Technologies' responsibility following an internal investigation.

The SLA does not cover:

- Third-party or external infrastructure failures.
- Issues resulting from upstream network providers.
- Failures due to customer actions, misconfigurations, or negligence.
- Scheduled maintenance, emergency maintenance, or force majeure events.

5. Incident Response & Resolution

- **Critical Issues (e.g., full service outage):** Response within 30 minutes, resolution within 4 hours.
- **Major Issues (e.g., partial outage, performance degradation):** Response within 1 hour, resolution within 8 hours.
- **Minor Issues (e.g., non-urgent service requests, configuration changes):** Response within 4 hours, resolution within 24 hours.

6. Incident Reporting:

- Customers can report an outage by contacting Omnibyte Technologies using the contact information in section 13.
- If Better Stack monitoring detects an outage, an automated alert will be sent to Omnibyte Technologies' support team, triggering an immediate response.
- Customers will receive confirmation that the issue has been acknowledged within the defined response timeframes below.

7. Compensation & Service Credits If Omnibyte Technologies fails to meet the 99.9% uptime guarantee, customers may request service credits as follows:

- **99.0% - 99.9% uptime:** 5% service credit.
- **95.0% - 98.9% uptime:** 10% service credit.
- **Below 95.0% uptime:** 25% service credit.

Service credits are calculated based on the monthly fee for the affected service and must be requested within 14 days of the incident.

8. Security & Data Protection Omnibyte Technologies ensures:

- Firewalls and security protocols to protect hosted services.
- Regular security updates and monitoring.
- Customer responsibility for application-level security and data protection.

9. Maintenance Policy

- Scheduled maintenance is communicated at least 48 hours in advance.
- Emergency maintenance is carried out with minimal disruption where possible.

10. Support Availability

- Standard support: Monday to Friday, 9 AM – 6 PM (UK time).
- Emergency support: 24/7 via email for critical issues.

11. Limitation of Liability Omnibyte Technologies is not liable for indirect or consequential losses arising from service disruptions beyond the limits of this SLA.

12. Amendments Omnibyte Technologies reserves the right to amend this SLA with prior notice to customers.

13. Contact Information For support requests, please contact: support@omnibyte.tech

This SLA ensures transparency and reliability in our hosted services while aligning with our infrastructure capabilities.

Last Updated: 3rd February 2025