AdoptIQ Service Level Agreement (SLA)

Version: 1.0 | **Effective:** [Insert on contract execution] | **Review:** Annual

This SLA forms part of the agreement ("Agreement") between **[AdoptIQ legal entity]** ("AdoptIQ") and the customer named on the applicable Order Form ("Customer"). It applies only to paid production use of the AdoptIQ Service identified in the Order Form. Defined terms not set out below have the meaning given in the Master Service Agreement (MSA).

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1. Scope

This SLA covers:

- The production AdoptIQ web application served from Vercel.
- The AdoptIQ backend API hosted on Azure Container Apps.
- The AdoptIQ data plane backed by Supabase (Postgres + Auth).

This SLA does **not** cover:

- Preview / staging / sandbox environments.
- Beta or labelled-experimental features.
- Issues caused by Customer's systems, network, configuration, or content.
- Force majeure events (Section 8).
- Scheduled maintenance windows (Section 5).
- Sub-processor outages outside AdoptIQ's reasonable control where AdoptIQ has used commercially reasonable efforts to mitigate. [LEGAL — heavily negotiated; some enterprise customers will push back on this carve-out.]

2. Service Availability

2.1 Commitment

AdoptIQ will use commercially reasonable efforts to make the Service available with a **Monthly Uptime Percentage of at least 99.9%** ("Uptime Commitment").

2.2 Definition

```
Monthly Uptime Percentage =
    (Total Minutes in Month − Downtime Minutes) / Total Minutes in Month × 100
```

"Downtime" means a period during which the Service is unavailable for production use by the Customer, as measured by AdoptIQ's external synthetic monitoring (the URL probes against the production frontend and a health endpoint on the backend API, sampled every 1 minute from at least two geographic regions).

Downtime is measured in whole minutes. A single minute is "down" if the probe fails on more than 50% of samples in that minute.

Excluded from Downtime:

- Scheduled maintenance (Section 5).
- Emergency maintenance announced ≥ 1 hour in advance.
- Customer-caused issues, beta features, or non-production environments.
- Force majeure (Section 8).

2.3 Service tiers (proposed)

Tier	Monthly Uptime	Credit @ 99.0–99.9%	Credit @ 95.0–99.0%	Credit @ < 95.0%
Standard	99.9%	5% of monthly fee	10% of monthly fee	25% of monthly fee
Enterprise (negotiated)	99.95%	10% / 20% / 30% (negotiated)		

> [CLARIFY — AdoptIQ does not currently have multi-region active-active. 99.95% requires it. Recommend offering 99.9% by default and only signing 99.95% after the BCP/DR work in #06 is complete and a region-failover drill has succeeded.]

2.4 Status page

AdoptIQ will operate a public status page at `status.adoptiq.io` [PLACEHOLDER — register subdomain] that records incidents, ongoing maintenance, and historical uptime. The Customer may subscribe to email or webhook notifications.

3. Incident response

3.1 Severity definitions

Severity	Definition	Examples
Sev-1 (Critical)	Service is fully unavailable OR a critical security incident with customer data impact.	Site down, data exfiltration confirmed, login broken for all users.
Sev-2 (High)	Major feature unavailable / severe degradation, no workaround.	RFP intake fails for all customers, backend timeouts at >25%.
Sev-3 (Medium)	Non-critical feature degraded, workaround available.	A non-blocking UI bug, slow but functioning queries.
Sev-4 (Low)	Cosmetic / minor / question / feature request.	Typo on page, "how do I…" support question.

3.2 Response and update SLAs

These are **time to first human acknowledgment** and **time between status updates**, not time to resolution.

Severity	Initial response	Update cadence	Target restoration
Sev-1	30 minutes (24×7)	Every 60 minutes	4 hours
Sev-2	2 hours (business hours; 4 hours off-hours)	Every 4 hours	8 business hours
Sev-3	1 business day	Daily	Next release
Sev-4	2 business days	On change	Best effort

"Business hours" means [09:00–18:00 CET, Monday–Friday, excluding AdoptIQ public holidays]. Sev-1 is supported 24×7.

3.3 How to file an incident

Severity	Channel	Backup channel
Sev-1	`incidents@adoptiq.io` AND on-call phone `[NUMBER – TBD]`	Customer Slack Connect (if provisioned)
Sev-2–4	`support@adoptiq.io`	In-app support widget

[CLARIFY — AdoptIQ does not yet have an on-call phone or paging rotation. The MSA cannot promise 30-min Sev-1 response 24×7 until this is set up (see #05 §3 incident response staffing).]

4. Performance

The Service will, under normal load, return:

- HTTP API requests with a **p95 latency < 1.5 seconds** (server-side, measured at the load balancer).
- Long-running operations (AI summarisation, bulk import) with a **time-to-first-token < 5 seconds** and **completion < 60 seconds** for inputs within the documented size limits.

Performance is excluded from credit calculations but tracked on the status page. [CLARIFY — should we offer credits for performance breach in enterprise tier? Default: no, but some procurement teams will ask.]

5. Scheduled maintenance

AdoptIQ will:

- Restrict planned maintenance that may cause Downtime to a published window of **Sunday 02:00–06:00 UTC**.
- Notify Customer at least **5 business days** in advance for any maintenance expected to cause more than 5 minutes of Downtime.
- Notify at least **1 hour** in advance for any emergency maintenance (security patch, vendor-mandated change).
- Cap planned-maintenance Downtime at **4 hours per calendar month**.

6. Service Credits

6.1 Calculation

Where AdoptIQ fails to meet the Uptime Commitment in a calendar month, Customer is eligible for a Service Credit on the next invoice equal to the percentage of the **monthly recurring fee for the affected Service** as set out in Section 2.3.

6.2 Claim process

To receive a Credit, the Customer must:

- Submit a written claim to `billing@adoptiq.io` within **30 days** of the end of the affected month.
- Reference the specific incident(s) and the Customer's experienced unavailability (synthetic probe screenshots are acceptable).

AdoptIQ will validate the claim against its own monitoring and respond within **15 business days**. Credits are applied to the next invoice; no refunds are issued in cash.

6.3 Maximum

Total Service Credits in any month will not exceed **30%** of the monthly recurring fee for the affected Service.

6.4 Sole and exclusive remedy

Service Credits are the Customer's sole and exclusive remedy for any failure to meet the Uptime Commitment, except in the case of:

- A material breach unremedied for the period required by the MSA (where the Customer may also have termination rights).
- Wilful misconduct or gross negligence (where the limit on remedies in the MSA applies).

[LEGAL — heavily negotiated. Enterprise customers may require a termination-for-cause right at e.g. < 95% uptime in 2 consecutive months, or 3 in 12.]

7. Reporting and review

- AdoptIQ will publish monthly uptime on the status page.
- For Enterprise customers, AdoptIQ will, on request, provide a quarterly SLA report showing measured uptime, incidents, root causes, and remedial actions.
- Either party may request an annual SLA review meeting to discuss adjustments.

8. Exclusions / force majeure

AdoptIQ is not in breach of this SLA where unavailability results from:

- Force majeure: acts of God, war, terrorism, civil unrest, government action, pandemic.
- Internet or telecommunications failures outside AdoptIQ's reasonable control.
- Customer's actions or inactions (including non-payment leading to suspension under the MSA).
- Use of the Service in breach of the MSA, AUP, or applicable documentation.
- Sub-processor outages outside AdoptIQ's reasonable control, provided AdoptIQ has implemented commercially reasonable redundancy.

9. Changes to this SLA

AdoptIQ may update this SLA on no less than **60 days' written notice**. Where a change is materially adverse to the Customer, the Customer may, within 30 days of notice, terminate the affected Service for convenience and receive a pro-rata refund of pre-paid fees. Changes required by law or to enhance security take effect immediately on notice.

10. Definitions

Capitalized terms not defined here have the meaning given in the MSA. "Service", "Documentation", "Order Form", "Affiliate", and "Confidential Information" have their MSA meanings.

Annex A — Status page categories

Category	What it covers
Web app (Vercel)	Marketing site, in-app web UI.
API (Azure Container Apps)	Backend REST API, webhooks.
Database / Auth (Supabase)	Login, session, data reads/writes.
Background workers	Async ingest, AI summarisation, email.
Sub-processors	Status passthrough from key sub-processors (Pinecone, Doppler, Sentry, email).

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