

HostNodeX

Service Level Agreement (SLA)

Version 1.0 – Effective September 2025

1. Introduction & Purpose

- 1.1 This Service Level Agreement ("SLA") forms part of the contractual agreement between HostNodeX and its customers.
- 1.2 The purpose of this SLA is to define service availability commitments, exclusions, and customer responsibilities.
- 1.3 This SLA applies to all VPS hosting services provided by HostNodeX.

2. Service Commitment

- 2.1 HostNodeX will use commercially reasonable efforts to make its Services available with a Monthly Uptime Percentage of 99.0%.
- 2.2 Availability is measured across a calendar month.
- 2.3 This SLA does not guarantee uninterrupted service but reflects HostNodeX's best efforts and infrastructure commitments.

3. Measurement of Availability

- 3.1 Uptime is measured by successful connection attempts to the virtual server environment.
- 3.2 Outages are calculated based on total minutes of unavailability in a given month.
- 3.3 HostNodeX's internal monitoring tools are the sole basis for determining uptime.

4. Exclusions from SLA

- 4.1 The following are excluded from uptime calculations:
 - Scheduled maintenance with prior notice.
 - Emergency maintenance required for security or stability.
 - Downtime caused by factors outside HostNodeX's control (force majeure events).
 - Failures of third-party providers, including data centers and network carriers.
 - Customer misconfiguration, negligence, or misuse of Services.
 - Suspension or termination due to violations of the Terms of Service or Acceptable Use Policy.

5. Customer Responsibilities

5.1 Customers are responsible for configuring and maintaining their own software and applications.

5.2 Customers must ensure proper security measures are in place, including backups, firewalls, and updates.

5.3 Customers must not use Services in a manner that interferes with the performance of others.

6. No Service Credits

6.1 HostNodex does not provide monetary credits or refunds for downtime, except where explicitly required by law.

6.2 Customers acknowledge that VPS hosting inherently depends on third-party infrastructure, and uptime cannot be absolutely guaranteed.

7. Limitation of Liability

7.1 HostNodex's liability for downtime or service interruptions is strictly limited as set out in the Terms of Service.

7.2 HostNodex shall not be liable for indirect or consequential damages resulting from downtime.

8. Force Majeure

8.1 HostNodex shall not be responsible for unavailability caused by events beyond its reasonable control.

8.2 Such events include natural disasters, power failures, war, terrorism, strikes, or internet backbone failures.

9. Review & Amendments

9.1 HostNodex may amend this SLA to reflect changes in infrastructure or business practices.

9.2 Customers will be notified of material changes via email or dashboard notifications.

9.3 Continued use of Services constitutes acceptance of the updated SLA.

10. Contact Information

HostNodex

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Website: <https://hostnodex.com>