SERVICE LEVEL AGREEMENT (SLA)

Effective Date: July 20, 2024

Between: CloudHost Inc. (Service Provider) and DataFlow Corp. (Client)

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1. INTRODUCTION

This Service Level Agreement ("SLA") sets forth the terms and conditions under which CloudHost Inc. will provide Cloud Storage & Data Backup services ("Services") to DataFlow Corp. The objective of this SLA is to establish a clear understanding of service requirements, performance metrics, responsibilities, and guarantees to ensure the highest quality of service delivery.

2. PARTIES

- **Service Provider:** CloudHost Inc.
- **Client:** DataFlow Corp.

3. SERVICE DESCRIPTION

CloudHost Inc. agrees to provide Cloud Storage & Data Backup services to DataFlow Corp. The services include secure storage, data backup, and recovery solutions hosted on CloudHost's infrastructure.

4. SERVICE PERFORMANCE AND AVAILABILITY

CloudHost Inc. guarantees the following service levels for the duration of this agreement:

- **Uptime Guarantee:** 99.9% availability of the services measured on a monthly basis.
- **Response Time:** For critical issues impacting service availability or functionality, CloudHost Inc. will respond within 2 hours from the time the issue is reported by DataFlow Corp.

4.1 UPTIME MEASUREMENT

Uptime is calculated as the percentage of total time during which the services are fully operational in each calendar month, excluding scheduled maintenance approved in advance by DataFlow Corp.

4.2 SCHEDULED MAINTENANCE

CloudHost Inc. will notify DataFlow Corp. at least 72 hours in advance of any scheduled maintenance that may impact service availability.

5. SERVICE MONITORING AND REPORTING

CloudHost Inc. will monitor service performance continuously and provide detailed reports to DataFlow Corp. on a monthly basis. These reports will include metrics such as uptime percentage, recorded incidents, response times, and any maintenance activities.

6. PENALTIES AND REMEDIES

If service performance falls below the agreed uptime guarantee (99.9%), CloudHost Inc. will credit DataFlow Corp. 5% of the monthly service fee for each 1% below the SLA.

Example: If uptime for a given month is 98.0%, which is 1.9% below the SLA, then DataFlow Corp. is entitled to a credit of 9.5% of the monthly fee.

7. RESPONSIBILITIES OF THE PARTIES

7.1 CLOUDHOST INC. RESPONSIBILITIES

- Provide cloud storage and backup services as defined in this SLA.
- Maintain infrastructure to meet uptime and security requirements.
- Respond to and resolve critical issues within the defined response time.
- Provide monthly reports on service performance.
- Communicate in advance regarding scheduled maintenance.

7.2 DATAFLOW CORP. RESPONSIBILITIES

- Report issues promptly and provide sufficient information to facilitate timely resolution.

• Ensure compliance with CloudHost Inc.'s acceptable use policies.
• Provide timely access and cooperation necessary to resolve issues.

8. TERM AND TERMINATION

This SLA shall commence on **August 1, 2024** and remain in effect for a period of twelve (12) months. It will automatically renew annually unless terminated by either party with a written notice of at least 30 days prior to the end of the current term.

Either party may terminate this agreement upon written notice if the other party materially breaches any of its obligations and fails to remedy such breach within 30 days following notice.

9. CONFIDENTIALITY

Both parties agree to maintain confidentiality of any proprietary or sensitive information exchanged related to this SLA and the services provided.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the laws applicable to the jurisdiction of CloudHost Inc.'s principal office. Any disputes arising shall first be attempted to be resolved through mediation or arbitration before seeking legal remedy.

11. SIGNATURES

Party	Name	Title	Signature	Date
Service Provider	CloudHost Inc.	Authorized Representative	Signed	July 20, 2024
Client	DataFlow Corp.	Authorized Representative	Signed	July 20, 2024

This Service Level Agreement represents the entire agreement between CloudHost Inc. and DataFlow Corp. with respect to the services described herein.