

Edunext Hosting - Service Level Agreement (SLA)

(Self service, Standard, Your cloud)

Version: v1.1

Effective Date: [_____]

Customer: [Legal Name]

Order/Subscription: [Order Form reference]

This SLA sets **availability** commitments and credits for the **Production** environment of the edunext hosting service. Additional details like security, data protection, capacity, and data recovery are governed by the **Edunext Hosting – Terms of service** and the **Order Form**.

1) Scope & Covered Components

This SLA applies to the **Production** environment of Edunext Hosting for the components listed on the corresponding Order Form (typically Open edX **LMS** and **Studio**—and **Aspects**). **Non-production** environments (QA/Dev/Staging) are **excluded** from availability commitments.

Your Cloud deployments. When infrastructure runs in Customer's cloud account, availability is measured on the same basis, but **exclusions** in §3 include outages caused by Customer-controlled infrastructure per the **Shared Responsibility Matrix** referenced in the Order Form.

2) Availability Commitment & Measurement

Monthly Availability commitment by tier:

- Edunext Hosting **Self service tier** **99.5%** for Production.
- Edunext Hosting **Standard tier** **99.9%** for Production.
- Edunext Hosting **Your cloud tier** **99.9%** for Production.

Formula (per calendar month):

Availability % = $(\text{totalMinutes} - \text{ExcludedMinutes} - \text{unplannedDowntimeMinutes}) \div (\text{totalMinutes} - \text{ExcludedMinutes}) \times 100$

Downtime minute. A minute counts as **unplanned downtime** if Edunext's synthetic probes from **two geographic regions** detect customer-impacting unavailability for core functions (login or course page delivery) due to Edunext-managed components, or if Edunext confirms an incident that prevents end-users from accessing the LMS/Studio.

Partial incidents. Performance degradation that renders the service **materially unusable** (e.g., sustained timeouts or 95%+ 5xx server error rate on core endpoints) counts as downtime; brief blips do not.

Included components. Availability is measured at the **application layer** for: LMS, Studio, and Aspects dashboards. Ancillary services (email relays, third-party LTI tools, proctoring, external CDNs) are excluded unless expressly included on the Order Form.

3) Exclusions (Excluded Minutes)

Excluded minutes do **not** count as downtime:

- **Scheduled maintenance** with notice per §4.
 - **Customer-caused** outages (misconfiguration, custom code, DDoS (Distributed Denial of Service attack) originating from Customer tenants, credential loss, etc.).
 - **Third-party failures** outside Edunext's reasonable control (e.g., hyperscaler region-wide incidents, registrar/DNS failures, upstream email/SMS providers), unless expressly included in the Order Form.
 - **Force Majeure** events (natural disasters, war, strikes, internet backbone failures).
 - **Abuse or legal compliance actions** (AUP/security enforcement, law-enforcement directives).
 - **Your Cloud** outages arising from Customer-owned infrastructure or controls (IAM, VPC/firewall, quotas, keys, cost guardrails), per the Shared Responsibility Matrix.
 - **Non-production** environments.
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4) Maintenance & Notifications

- **Planned maintenance windows:** Up to **2 hours/month**, scheduled with **72 hours'** prior notice (posted to the status page and emailed to admin contacts).
- **Emergency maintenance:** As needed to address security or stability risks; Edunext will notify **as soon as practicable**.
- **Status & incident comms:** Real-time updates via **status page** and email/webhook to configured admin contacts.

5) Service Credits (Sole Remedy for Availability)

If **Monthly Availability** falls below the **corresponding commitment**, Customer may request a **service credit**. Credits apply to the **next invoice** for the affected subscription; they are **not cash-refundable**, **not transferable**, and **do not apply** to taxes, overages, or one-time fees. Total credits for a month are **capped at 100%** of that month's recurring fee for the affected service.

Confirmed Monthly Availability	Credit (%) applied to next monthly recurring charge Self Service tier (99.5%)	Credit (%) applied to next monthly recurring charge Standard and Your cloud tiers (99.9%)
< 99.9%	0% - No SLA breach	5%
< 99.7%	0% - No SLA breach	10%
< 99.5%	5%	20%
< 99.0%	10%	30%
< 98.0%	20%	40%
< 97.0%	30%	50%
< 95.0%	40%	50%
< 90.0%	100%	100%

Ineligibility. Credits are unavailable while the account is **past due** (excluding amounts under **good-faith dispute** per the MSA) or if the customer is in **material breach** of the Agreement.

6) Claim Process

- **Window:** Submit claims within **30 days** after the month end.
- **How to claim:** Open a ticket via Edunext Control Center or email [SLA-claims@edunext.co] with timestamps (UTC), incident impact, and any relevant logs.
- **Validation:** Edunext will verify against monitoring/incident records. If approved, the credit appears on the **next billing cycle**.

7) Changes to the SLA

Edunext may update this SLA from time to time; **material adverse** changes will be noticed **30 days** in advance.