

Service Level Agreement

Availability, support-response, and service-credit commitments for eligible Acua production services

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This Service Level Agreement (the "SLA") forms part of the agreement between Acua and the customer for the eligible Services identified in an executed Order Form (the "Agreement"). The SLA is incorporated by reference when the parties sign an Order Form that references the Platform Agreement or Acua subscription contract terms; the SLA does not require a separate signature.

The English version is the legally controlling version. Translations are provided for convenience.

1. Scope and Eligibility

This SLA applies only to paid production Platform Services identified as eligible in the applicable Order Form. It does not apply to free trials, beta or preview features, sandbox or test environments, professional or implementation services, or third-party services and integrations, unless the Order Form expressly states otherwise.

An Order Form may include a section expressly titled "SLA Overrides." Except for the items expressly changed in that section, this published SLA applies through the signed Order Form without requiring any additional document to be signed.

"Order Term" means the subscription period stated in the applicable Order Form, including any renewal term.

2. Availability Commitment

Acua will make each eligible production Platform Service available with a Monthly Uptime Percentage of at least 99.9% during each calendar month.

"Monthly Uptime Percentage" is calculated as: $(\text{Total Minutes in the month} - \text{Qualifying Downtime Minutes}) \div \text{Total Minutes in the month} \times 100$. "Qualifying Downtime" means a period recorded by Acua's monitoring or incident-management systems during which substantially all authorized users of the affected customer cannot access the core production functionality of the affected Service because of a failure within Acua-managed systems.

Acua's monitoring and incident records will be used to calculate Monthly Uptime Percentage, unless the customer demonstrates a manifest error in those records.

3. Exclusions and Maintenance

Qualifying Downtime excludes unavailability caused by: (a) scheduled maintenance notified at least 48 hours in advance where reasonably practicable; (b) emergency maintenance needed to protect the Services or customers; (c) the customer's systems, users, configuration, credentials, networks, devices, or acts or omissions; (d) third-party services, external integrations, internet connectivity, DNS, or telecommunications providers outside Acua's reasonable control; (e) suspension permitted by the Agreement; (f) force majeure; or (g) excluded services or environments described in Section 1.

Acua schedules maintenance during lower-traffic periods where reasonably practicable and communicates material maintenance or incident information through email, in-product notices, a status page, or another reasonable channel.

4. Service Credits

If Monthly Uptime Percentage for an eligible Service is below 99.9%, the customer may request a Service Credit equal to the following percentage of the monthly recurring subscription fees allocated to the affected Service for the affected month: below 99.9% but at least 99.0% - 5%; below 99.0% but at least 95.0% - 10%; below 95.0% - 25%.

The customer must submit a request to its Acua support contact within 30 days after the end of the affected month and include the customer name, affected Service, approximate incident dates and times, and a brief description. Acua will validate the request against its monitoring and incident records.

Service Credits are applied to a future invoice, are not cash refunds, and may not exceed 25% of the monthly recurring subscription fees allocated to the affected Service for the affected month. Service Credits are the customer's sole and exclusive monetary remedy for failure to meet the availability commitment, without limiting any termination right expressly stated in the Agreement.

5. Support and Escalation

Standard support is available through the designated support channel from Monday to Friday, 10:00 to 19:00 Indochina Time (ICT), excluding public holidays observed by the responsible Acua support entity. Extended-hours or 24x7 critical-incident coverage applies only when expressly included in the Order Form or its SLA Overrides.

Support requests are assigned the following severities and target initial-response times during applicable support hours: S1 Critical (production Service unavailable or a core business function unusable with no workaround) - 2 business hours; S2 High (core function materially impaired or critical process blocked with a workaround) - 4 business hours; S3 Medium (non-critical function impaired with limited business impact) - 1 business day; S4 Low (questions, cosmetic issues, or improvement requests) - 2 business days.

Initial-response times are not resolution-time guarantees. Acua uses commercially reasonable efforts to restore S1 incidents or provide a workaround and to provide reasonable status updates. Customers may request escalation through the designated support channel; Acua may escalate from support to on-call engineering and then to management. Named contacts or a customer-specific escalation matrix may be recorded in the Order Form or agreed during onboarding.

Unless an SLA Override states otherwise, Service Credits apply only to the availability commitment in Section 2 and not to support-response targets.

6. Customer Responsibilities

The customer must promptly report incidents through the designated support channel, provide reasonably requested diagnostic information, maintain accurate support contacts, use supported configurations, and reasonably cooperate with Acua's investigation and remediation. The customer must not intentionally interfere with monitoring or availability measurement.

7. Changes, Versions, and Archive

Acua may publish updates that improve or clarify this SLA, improve Service Credits or customer rights, or do not materially reduce Acua's obligations, and those updates may take effect on publication. Acua will not materially reduce the service levels or Service Credit commitments applicable to a customer during the customer's then-current Order Term.

A material reduction will apply no earlier than the customer's next renewal term after at least 30 days' prior notice. Acua may make a change sooner when reasonably necessary to comply with law or address an urgent security risk, but will use reasonable efforts to preserve materially equivalent protection and notify affected customers.

Each published version identifies its version number, effective date, and last-updated date. Acua maintains prior versions in the Legal Terms Archive linked from this page.

8. Order of Precedence

For service availability, support-response commitments, and Service Credits, the order of precedence is: (1) any express SLA Override in the applicable Order Form; (2) this SLA; and (3) the remainder of the Agreement. For the processing or protection of Personal Data, the Data Processing Addendum controls. The Service Policy describes operational practices and does not reduce this SLA.

Legal Terms Archive: <https://www.acua.ai/en/legal/customer-terms/service-level-agreement/archive>