

# Service Level Agreement (SLA) for FancyAI

This Service Level Agreement (“SLA”) is a policy governing the use of the FancyAI (“Service”) under the terms of the Customer Contract (the “Contract”) between FANCYAI Inc. (“Service Provider”) and users of the FancyAI (“Customer”). This SLA applies separately to each account registered with the Service Provider. Unless otherwise provided herein, this SLA is subject to the terms of the Contract and capitalized terms will have the meaning specified in the Contract. The Service Provider reserves the right to change the terms of this SLA in accordance with the Contract.

## 1. Service Commitment

FANCYAI Inc. is committed to providing a secure, reliable, and efficient service to all our customers. We strive to offer our services with a guaranteed uptime, comprehensive support, and regular feature updates to streamline business operations for small to medium-sized enterprises.

## 2. Definitions

- **Uptime:** The total available time that the FancyAI web application is operational and accessible via the internet, excluding Scheduled Maintenance.
- **Scheduled Maintenance:** Pre-planned intervals when the FancyAI web application will be unavailable for updates and maintenance.
- **Support Response Time:** The maximum period from the receipt of a Customer’s support request to the initial response from the Service Provider’s support team.
- **Service Credits:** A credit applied to the Customer’s account, equivalent to a specified percentage of the monthly service fee, in the event that the Service Provider fails to meet the service commitment.

## 3. Service Commitments

- **Uptime Guarantee:** The Service Provider guarantees an uptime of 99.9% availability of the FancyAI web application.

- **Availability:** The guarantee covers 24/7 availability of the FancyAI service, excluding any periods of Scheduled Maintenance.

## 4. Support Terms

- **Response Times:** The Service Provider guarantees a maximum response time of 48 business hours for all support queries.
- **Support Channels:** Customers may contact support through email, phone, and the ticketing system.
- **Support Tiers:** Unmanaged services include support via email and the ticketing system. Managed services include support via phone.

## 5. Issue Reporting and Response Procedures

- **Reporting:** Customers may report issues via email, phone, or the ticketing system.
- **Response:** The Service Provider shall respond to reported issues within the Support Response Time.

## 6. Maintenance and Updates

- **Frequency:** Maintenance is performed frequently and irregularly as needed by the Service Provider.
- **Duration:** Updates typically occur within 1-2 hours.
- **Notification:** Customers will be notified of Scheduled Maintenance via the status page and email.

## 7. Data Protection and Security

- **Encryption:** The Service Provider uses SHA-256 TLS/SSL for data in transit and AES-256 for data at rest to secure Customer data.
- **Compliance:** The Service Provider is compliant with the General Data Protection Regulation (GDPR).

## 8. Remedies and Compensation

- **Service Credits:** In the event of a downtime that falls below the Uptime Guarantee, Customers are entitled to a service credit worth 10% of their monthly service fee.
- **Credit Limits:** Service Credits are capped at one credit per Customer per month, regardless of the number of incidents.

## 9. Limitations of Liability

- **Financial Cap:** Liability is limited to the cost of the service paid by the Customer.
- **Exclusions:** The Service Provider is not liable for issues arising from platform bugs or functionality issues outside of the promised uptime.

## 10. Force Majeure

- **Definition:** Neither party shall be responsible for failure or delay of performance caused by natural disasters, war, government intervention, acts of God, or any other circumstance beyond reasonable control.

## 11. Termination Conditions

- **Discontinuation or Cancellation:** Either party may terminate the service upon discontinuation by the Service Provider or cancellation by the Customer.
- **Notice:** Customers are required to provide 30 days notice of termination. The Service Provider will provide as much notice as reasonably possible.

*This SLA does not replace any terms or conditions of the Contract between the Customer and the Service Provider.*