

Customer Service Level Agreement (SLA) for Subscription-Based SaaS Product

1. Introduction

This Service Level Agreement ("SLA") outlines the terms and conditions governing the service levels provided by Melio AI Inc ("Service Provider") to [Customer] ("Customer") for the subscription-based Professional Profile Image Analyser, delivered via API as a Software-as-a-Service (SaaS) product. This SLA defines the agreed-upon Key Performance Indicators (KPIs), response times, subscription-based service levels, and termination conditions.

2. Services Covered

This SLA applies to the following subscription-based service components:

- API Access to [Your SaaS Product] as per subscription tier (e.g., Basic, Pro, Enterprise)
 - Support services as outlined in Section 6, aligned with subscription levels
 - Periodic updates, maintenance, and enhancements as per subscription package
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3. Subscription Service Levels

The Service Provider offers different subscription tiers with varying levels of service. This SLA applies based on the Customer's active subscription plan:

- **Basic Subscription:** Core API access with limited support.
 - **Pro Subscription:** API access with standard support and enhanced features.
 - **Enterprise Subscription:** Full API access with premium support, dedicated account manager, and additional customization options.
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4. Key Performance Indicators (KPIs)

4.1 Uptime

- **Service Uptime Guarantee:**
 - **Basic Subscription:** 98.5% uptime per month
 - **Pro Subscription:** 99.0% uptime per month
 - **Enterprise Subscription:** 99.9% uptime per month

- **Uptime Calculation:**

- Uptime (%) = (Total minutes in a month - Total downtime minutes in a month) / Total minutes in a month * 100

4.2 Downtime

- **Downtime Definition:** Any period during which the Customer cannot access the API due to failures within the Service Provider's infrastructure.
- **Scheduled Maintenance:** Will not be counted as downtime if the Customer is notified at least **48 hours in advance** and maintenance is scheduled outside of peak hours (defined in the subscription agreement).
- **Unscheduled Downtime:** If the service is unavailable without prior notification, this will be considered unplanned downtime.

4.3 Performance Metrics

- **API Latency:**
 - **Basic Subscription:** Average API response time below 500ms
 - **Pro Subscription:** Average API response time below 300ms
 - **Enterprise Subscription:** Average API response time below 100ms
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5. Response and Resolution Times

Response and resolution times are dependent on the Customer's subscription tier.

5.1 Severity Levels

- **Severity 1 - Critical:** Complete API outage or service unavailability.
 - **Basic Subscription:**
 - **Time to Respond:** 1 hour
 - **Time to Resolve:** 12 hours
 - **Pro Subscription:**
 - **Time to Respond:** 30 minutes
 - **Time to Resolve:** 8 hours
 - **Enterprise Subscription:**
 - **Time to Respond:** 15 minutes

- **Time to Resolve:** 4 hours
- **Severity 2 - High:** Major functionality is impaired or performance is significantly degraded.
 - **Basic Subscription:**
 - **Time to Respond:** 2 hours
 - **Time to Resolve:** 24 hours
 - **Pro Subscription:**
 - **Time to Respond:** 1 hour
 - **Time to Resolve:** 12 hours
 - **Enterprise Subscription:**
 - **Time to Respond:** 30 minutes
 - **Time to Resolve:** 8 hours
- **Severity 3 - Medium:** Minor functionality issues that do not impair core services.
 - **Basic Subscription:**
 - **Time to Respond:** 4 hours
 - **Time to Resolve:** 48 hours
 - **Pro Subscription:**
 - **Time to Respond:** 2 hours
 - **Time to Resolve:** 24 hours
 - **Enterprise Subscription:**
 - **Time to Respond:** 1 hour
 - **Time to Resolve:** 12 hours
- **Severity 4 - Low:** General support requests, feature requests, and non-urgent issues.
 - **Basic Subscription:**
 - **Time to Respond:** 12 hours
 - **Time to Resolve:** 5 business days
 - **Pro Subscription:**
 - **Time to Respond:** 4 hours

- **Time to Resolve:** 2 business days
 - **Enterprise Subscription:**
 - **Time to Respond:** 2 hours
 - **Time to Resolve:** 1 business day
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6. Support Services

6.1 Support Availability

Support services vary based on the subscription plan:

- **Basic Subscription:** Email support available during business hours (9:00 AM - 5:00 PM GMT).
- **Pro Subscription:** Email and chat support during business hours, with extended availability (7:00 AM - 7:00 PM GMT).
- **Enterprise Subscription:** 24/7 support, including phone, email, chat, and a dedicated account manager.

6.2 Priority Levels

For Pro and Enterprise subscriptions, issues will be handled according to the priority defined in the Severity Levels (Section 5). Critical issues (Severity 1) for Enterprise customers will always receive the highest priority.

7. Service Credits

In case of failure to meet the agreed-upon service levels, the Customer is entitled to service credits as follows:

7.1 Uptime Credits

- **Basic Subscription:**
 - Below 98.5% uptime: 5% service credit of the monthly subscription fee.
- **Pro Subscription:**
 - Below 99.0% uptime: 10% service credit of the monthly subscription fee.
- **Enterprise Subscription:**
 - Below 99.9% uptime: 15% service credit of the monthly subscription fee.

7.2 Performance Credit Application

- Service credits will be applied to the Customer's next subscription invoice. Credits are capped at **25%** of the monthly subscription fee.
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8. Termination Clauses

8.1 Termination for SLA Breach

The Customer has the right to terminate the subscription and SLA under the following conditions:

- Uptime falls below **95%** for three consecutive months.
- The Service Provider fails to resolve **Severity 1** issues in the stipulated timeframe for more than **three incidents** in a rolling six-month period.

8.2 Termination Notice

The Customer may terminate the agreement with **30 days' written notice**, specifying the reasons for termination.

8.3 Subscription Cancellation

The Customer may cancel their subscription for convenience with **30 days' notice**. Upon cancellation, the service will remain active until the end of the current billing cycle.

8.4 Early Termination Penalties

If the Customer terminates the service before the end of a contracted term (for annual or multi-year agreements), an early termination fee equivalent to **50% of the remaining subscription fees** will apply.

9. Exclusions

The Service Provider is not liable for SLA violations or failures to perform due to:

- Issues caused by the Customer's misuse or misconfiguration of the service.
 - External factors such as internet service provider failures or third-party API outages.
 - Force Majeure events, including but not limited to natural disasters, acts of terrorism, and other uncontrollable events.
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10. Amendments

This SLA may be amended from time to time by the Service Provider to reflect improvements in service or changes in business needs. Customers will be notified of changes with **30 days' notice** prior to implementation.

Signature:

Service Provider Representative

Date: _____

Signature:

Customer Representative

Date: _____