

Kinsta Inc. Service Level Agreement (SLA)

Updated on: October 25, 2022

Kinsta provides an industry leading product, and is pleased to support it with this Service Level Agreement (“**SLA**”).

1. Introduction

1. This SLA is an addendum to and hereby incorporated into the [Terms of Service](#). Terms not defined in this SLA have the definitions set out in our Terms of Service. The remedies set out in this SLA are Client’s sole and exclusive remedy for issues covered by the SLA. If there is a conflict between this SLA and the Terms, the Terms shall control.
2. **Updates to the SLA.** We reserve the right to make changes to this SLA at any time at our sole discretion. If we make changes to this SLA, we will provide notice of such changes by revising the date at the top of this SLA. Your continued use of the Services following notification of changes will constitute your acceptance of such changes. Please periodically review this SLA and check for any updates.

2. Definitions

1. “**Necessary Services**” means the portions of the Services that must be operational in order for a Client Application hosted on our platform to be accessible over Hypertext Transfer Protocol (HTTP) or Kinsta-provided network connections, as applicable. The Necessary Services do not include any Third-Party Services, our control panel, our support system, our website, SSH / SFTP / phpMyAdmin access, Beta Services, add-on Services, build time, bandwidth, or any other portion of the Services that is not strictly necessary in order for Client Applications to remain accessible.
2. “**Signup Date**” means the date on which you subscribe to a prepaid or postpaid Service.

3. **“Billing Date”** means the same numerical date as the Signup Date in each month after the Signup Date. For example, if the Signup Date is September 6, then the next Billing Date will be October 6.
4. **“Monthly Billing Period”** means the time period from the Signup Date until the day before the first Billing Date, and from each Billing Date until the day before the next Billing Date. For example, if the Signup Date is September 6, then the Monthly Billing Period is September 6 through October 5, and the next Monthly Billing Period is October 6 through November 5, etc.
5. **“Downtime”** means any period of time in which the Necessary Services are unavailable to the Client during any Monthly Billing Period, calculated separately for each Service to which a Client is subscribed.
 - a. For any single Service subscription that includes multiple Client Applications (e.g., a single Managed WordPress Hosting plan subscription which includes multiple websites), if multiple Client Applications experience Downtime simultaneously, the duration of Downtime shall not be increased based on the number of Client Applications experiencing Downtime.
6. **“Maintenance Period”** means each day Monday through Sunday, 2 am to 5 am, local time, based on the time zone of the data center in which each Client Application is hosted.
7. **“Monthly Subscription Value”**
 - a. For managed WordPress hosting subscriptions means:
 - i. For Clients on a monthly billing cycle: the Fee paid for the hosting plan subscription.
 - ii. For Clients on an annual billing cycle: the Fee paid for the hosting plan subscription divided by 12.
 - iii. If you switch hosting plans during the Monthly Billing Period, your Monthly Subscription Value shall be prorated based on the amount of time spent on each plan during the Monthly Billing Period.
 - b. For application hosting and database hosting subscriptions means: the actual amount invoiced during the Monthly Billing Period for each distinct Service.
 - c. The Monthly Subscription Value excludes any other fee or amount, such as, but not limited to, paid add-ons, overages, build time, bandwidth, and migration fees.

8. **“Uptime Guarantee”** means the Necessary Services will be available at least 99.9% of the time during each Monthly Billing Period.
9. **“SLA Credit”** means the credit as described in this SLA which is added to a Hosting Account and applied to subsequent invoices.

3. How SLA Credits Will Be Calculated

1. If Downtime exceeds 43 minutes (0.1% of the amount of time in a normal 30-day/43,200 minute period) it shall be determined that the Uptime Guarantee was not met.
2. If we fail to meet the Uptime Guarantee, upon request you will receive SLA Credits as described below:
 - a. For Managed WordPress Hosting plan subscriptions, you will receive SLA Credits equal to five percent (5%) of your Monthly Subscription Value for each full hour (60 minutes) of Downtime. Downtime shall be calculated based on our monitoring. For example purposes only:
 - i. If Downtime is 59 minutes, you will not receive any SLA Credit.
 - ii. If Downtime is at least one hour and less than two hours (60-119 minutes), then you will receive SLA Credit equal to 5% of your Monthly Subscription Value on your next invoice.
 - iii. If Downtime is at least two hours hours and less than three hours (120-179 minutes), then you will receive SLA Credit equal to 10% of your Monthly Subscription Value on your next invoice.
 - b. For all application hosting and database hosting subscriptions, you will receive SLA Credits equal to twenty times the amount of your bill which is attributable to the Downtime.
 - i. If Downtime is 43 minutes, you will not receive any SLA Credit.
 - ii. If Downtime is 44 minutes or longer, then you will receive SLA Credit equal to twenty times the amount of your bill which is attributable to the Downtime.
3. SLA Credits will not exceed the Monthly Subscription Value for the month in which we failed to meet our Uptime Guarantee.

4. How You Will Receive SLA Credits

1. In order to receive SLA Credits you must submit a request for SLA Credits within 30 days of Downtime using the chat system in MyKinsta.
2. SLA Credits shall be added to your Hosting Account and applied to future invoices and will not be paid in cash.
3. If your Hosting Account or Agreement terminates before the SLA Credit is applied or used, you will not receive the SLA Credit.

5. When You Will Not Receive SLA Credits

Downtime caused by any of the following circumstances, as determined at our sole discretion, shall not be included in Downtime and shall not be eligible for SLA Credit:

1. Any maintenance performed during the Maintenance Period,
2. Emergency maintenance performed at any time,
3. Scheduled outages,
4. Force majeure events, including but not limited to, acts of nature (fire, flood, earthquake, storm, or other natural disaster), acts of war (invasion, hostilities, rebellion, revolution, insurrection, terrorist activities, and other hostile activities), actions taken by governments (sanction, blockage, embargo, and other governmental action), labour disputes (strike, lockout, or any similar dispute), failure of power sources, outages caused by external service providers, and any other event which we cannot reasonably anticipate, prevent, control, or avoid,
5. Traffic, requests, processes, or other activity affecting a Client Application that exceeds the capabilities of the Client Application, the Client's hosting plan, or the Services,
6. Client breach of the Terms of Service or any other policies, terms, or agreements applicable to Client,
7. Client machine access problems,
8. Client authored code,
9. Any configurations made by the Client, including configuring any Client Application such that it may experience downtime when another Client Application experiences downtime,
10. Changes to the Services by parties other than Kinsta.