

AITY CLOUD SRL

Service Level Agreement (SLA)

Version 1.0 · effective from 15 August 2026 · aity.tech/documents

DENUMIRE / ENTITY	AITY CLOUD SRL
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Service Level Agreement (SLA)

VERSION 1.0 · EFFECTIVE FROM 15 AUGUST 2026 · AITY CLOUD SRL

[Romanian version](#) · [Download PDF](#)

This SLA forms part of the [Terms of Service](#) and is offered by **AITY CLOUD SRL**, a Romanian limited liability company, with its registered office at SACEI no. 1003, Săcel Village, Săcel Commune, Maramureș County, postal code 437290, Romania, tax ID 39458128 (VAT RO39458128), Trade Register J2018000824245, EUID ROONRC.J2018000824245, subscribed and paid-up share capital RON 5,000, correspondence address Str. Heliade Între Vii no. 35, postal code 023382, Sector 2, Bucharest, Romania, telephone [+40735850896](tel:+40735850896) (Monday-Friday, 09:00-18:00 Romanian time), e-mail office@aity.ro ("aity"). The SLA sets the guaranteed Availability level for paid Services and the applicable remedies. It does not apply to free offers, trial periods, or beta features. The Romanian and English versions are both official; in case of divergence, the Romanian version prevails.

0. Commercial guarantee for Consumers

For Consumers, this SLA constitutes a commercial guarantee within the meaning of article 20 of Romanian Government Emergency Ordinance (GEO) no. 141/2021. The guarantor is AITY CLOUD SRL, identified above. The guarantee applies to the paid Service, in the territory in which it is contracted, for each calendar month of the supply period, under the conditions, limits, and procedure in articles 1-6. It is free of charge and binds the guarantor in accordance with this document and any more favorable prior advertising.

The commercial guarantee does not affect the legal guarantee of conformity or the free remedies under GEO no. 141/2021. The Consumer receives the SLA in Romanian, on a durable medium, together with confirmation of the contract and no later than Provisioning. The Consumer may invoke the guarantee through the request under article 5.3, without any document being required other than identification of the Account and affected Service.

1. Availability commitment

SERVICE	GUARANTEED MONTHLY AVAILABILITY
aity Platform	99.9%
aity Cloud	99.4%

If your business requires 99.9% Availability for aity Cloud, it is available through an individually negotiated agreement - contact office@aity.ro.

2. Definitions and calculation

2.1. "Unavailability" means 0% Availability of a Service, confirmed by aity's monitoring systems, measured at the demarcation point of aity's infrastructure (the virtualization platform, storage, internal network, and power supply), for each Service separately.

2.2. "Monthly Availability" = $100\% \times (1 - \text{total duration of eligible Unavailability} / \text{total duration of the month})$, after the exclusions in article 4. The calculation uses unrounded durations and retains six decimal places; the displayed result is rounded to three decimal places using the round-half-up method. Placement in the Service Credit band is based on the unrounded result, so display rounding cannot change eligibility.

2.3. Performance degradation that does not constitute Unavailability (latency, slow operation) is not included in the Availability calculation.

3. Maintenance windows

3.1. Standing Maintenance Window. The recurring windows begin at 18:00 on the second Friday and at 18:00 on the last Friday of each calendar month and end, in each case, at 05:00 on the immediately following Monday, Europe/Bucharest time. Only interruptions actually caused by maintenance carried out under this article are excluded; the mere existence of the window does not reduce the total duration of the month.

3.2. Within the maintenance windows, interruptions of **up to 3 (three) hours** each may occur without individual notice. Work expected to exceed 3 hours is announced at least **2 (two) business days** in advance on the status page and/or by e-mail.

3.3. Maintenance outside the windows in article 3.1 is announced at least 2 (two) business days in advance. Emergency maintenance necessary to immediately remove a security risk or imminent degradation may be performed at any time, with subsequent notice to affected Customers.

3.4. Announcements are published on the status pages: status.aity.ro (Romanian) and status.aity.tech (English). Status page communications are informational and do not constitute an admission of failure to meet the SLA.

4. Exclusions

Only periods actually caused by the following do not constitute Unavailability and are excluded from the Availability calculation: (a) maintenance work performed and documented under article 3; (b) force majeure; (c) acts or omissions of the Customer or its End Users, including configurations, applications, and systems managed by the Customer; (d) third-party equipment, software, or networks outside aity's control, including the Customer's internet access providers; (e) cyberattacks, including DDoS, to the extent not attributable to aity; (f) lawful suspension or limitation of the Services under the Terms. aity retains a record of the period and cause of each exclusion.

5. Service Credits

5.1. If the Monthly Availability of a Service falls below the guaranteed level, the Customer is entitled, upon request, to a Service Credit calculated as a percentage of the monthly recurring fee for the affected Service:

ACTUAL MONTHLY AVAILABILITY	AITY PLATFORM (99.9% GUARANTEE)	AITY CLOUD (99.4% GUARANTEE)
below guarantee and $\geq 99.00\%$	5%	5%
$\geq 98.00\%$ and $< 99.00\%$	10%	10%
below 98.00%	15%	15%

5.2. Each independently measured component or instance receives only one credit band for a month, and the same period of Unavailability is not counted twice for the same component. Credits resulting from distinct components of the same Service, regions, instances, or negotiated Availability commitments are aggregated, but the monthly total may not exceed 30% of the monthly fee for the affected Service. Each component's credit applies to its attributable fee; for PAYG, the reference is the affected component's consumption in that month.

5.3. Credits are granted on the basis of the Customer's written request sent to support@aity.ro within no more than **10 (ten) days** after the end of the month in which the Unavailability occurred, on pain of forfeiture, identifying the affected Service and the Unavailability periods. Credits are applied to a subsequent invoice; they are not paid in cash and are not granted to Customers with overdue unpaid amounts. The 10-day period and no-overdue-amount condition apply only to contractual Service Credits and do not limit Consumers' statutory rights.

5.4. Service Credits are the sole contractual remedy for failure to meet guaranteed Availability and have the nature of liquidated damages covering the related loss and excluding recovery of other damages for the same incident, **except for** the right under article 6, loss caused intentionally or through gross negligence, and rights that cannot be limited, including Consumers' statutory remedies and refunds.

6. Termination for prolonged Unavailability

In the event of total and continuous Unavailability of a Service exceeding **72 (seventy-two) hours**, from a cause under aity's exclusive control, the Customer may terminate the affected Service by written notice, with a refund of amounts prepaid for the unprovided period.

7. Support

- Standard requests: target response within **1 (one) business day**, during business hours (Monday-Friday, 09:00-18:00 Romanian time), at support@aity.ro.
 - General telephone contact: **+40735850896**, Monday-Friday, 09:00-18:00 Romanian time.
 - The infrastructure is monitored **24/7**; major incidents are handled as a priority regardless of business hours.
 - Guaranteed response times for critical incidents are available through individually negotiated agreements.
 - Interventions caused by malfunctions of the Customer's applications, configurations, or equipment may be billed at the hourly rate communicated in advance.
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Version history

VERSION	DATE	CHANGES
1.0	15 August 2026	First published version.
