

Service Level Agreement

OpsFusion LLC State of California, United States

Effective Date: July 17, 2026 **URL:** <https://opsfusion.cloud/sla>

This Service Level Agreement (“SLA”) is incorporated into and forms part of the Terms of Service available at <https://opsfusion.cloud/terms> (the “Agreement”) between OpsFusion LLC (“OpsFusion,” “we,” “us,” or “our”) and the Customer (“you” or “your”). This SLA applies only to paid subscription plans. Free trial accounts are not covered by this SLA.

1. Uptime Commitment

1.1 Monthly Uptime Percentage

OpsFusion commits to a **Monthly Uptime Percentage of 99.9%** for the Service during each calendar month.

1.2 Definition of Uptime

“Monthly Uptime Percentage” is calculated as:

$$\text{Monthly Uptime \%} = ((\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month}) \times 100$$

1.3 Definition of Downtime

“Downtime” means a period during which the Service’s core API endpoints return server error responses (HTTP 5xx) for more than five (5) consecutive minutes, as measured by OpsFusion’s monitoring systems. Intermittent errors lasting less than five (5) consecutive minutes are not counted as Downtime.

1.4 Core Service Components

For purposes of this SLA, the “Service” includes:

- API Gateway endpoints (alert ingestion, user-facing API)
 - Alert processing pipeline (alert reception through notification queuing)
 - Web application availability
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2. Service Credits

2.1 Credit Eligibility

If OpsFusion fails to meet the Monthly Uptime Percentage in any given calendar month, you may be eligible for a Service Credit as described below.

2.2 Credit Calculation

Service Credits are calculated as a percentage of the subscription fees paid by Customer for the affected month:

Monthly Uptime Percentage	Service Credit
99.0% to < 99.9%	10% of monthly fee
95.0% to < 99.0%	15% of monthly fee
< 95.0%	25% of monthly fee

2.3 Credit Cap

The maximum total Service Credit for any single calendar month shall not exceed **twenty-five percent (25%)** of the subscription fees paid by Customer for that month.

2.4 Credit Scope

Service Credits apply only to the affected service portion of the subscription. If Downtime impacts only a subset of the Service's core components (as defined in Section 1.4), the applicable credit percentage is applied solely to the fees attributable to the affected component(s), not to the full subscription fee.

2.5 Credit Application

Service Credits are applied as a credit against future subscription fees. Service Credits are not refundable for cash and may not be transferred or applied to other accounts or services. If you terminate your subscription before a Service Credit is fully applied, the remaining credit is forfeited.

3. Exclusions

The following are excluded from Downtime calculations and do not qualify for Service Credits:

3.1 Scheduled Maintenance

Planned maintenance windows for which OpsFusion provides at least forty-eight (48) hours' advance notice via email or the Service dashboard. OpsFusion will use commercially reasonable efforts to schedule maintenance during low-usage hours and to minimize the duration of any service interruption.

3.2 Third-Party Service Outages

Downtime caused by the unavailability, degraded performance, or failure of third-party service providers, including but not limited to:

- Amazon Web Services (AWS) infrastructure, compute, storage, or networking
- Twilio SMS and voice call delivery services
- Internet service providers, DNS providers, or content delivery networks
- Telecommunications carriers and SMS aggregators

3.3 Force Majeure Events

Downtime caused by events beyond OpsFusion’s reasonable control, as described in the Terms of Service, including natural disasters, pandemics, government actions, cyberattacks on infrastructure providers, or other Force Majeure Events.

3.4 Customer-Caused Issues

Downtime resulting from:

- Customer’s equipment, software, network connections, or internet connectivity
- Customer misconfiguration of alert rules, escalation policies, or notification settings
- Customer’s failure to follow OpsFusion documentation or recommended configurations
- Customer’s use of the Service in a manner not authorized by the Agreement

3.5 Usage Limit Exceedances

Service interruptions resulting from Customer exceeding plan-based usage limits for alerts, notifications, or users. SLA commitments apply only to alerts and notifications sent within Customer’s plan allowances.

3.6 Security and Compliance Actions

Service interruptions resulting from OpsFusion’s good-faith actions to address security vulnerabilities, respond to security incidents, or comply with legal obligations.

3.7 Beta and Preview Features

Any features, services, or functionality designated as “beta,” “preview,” “experimental,” or “early access.”

3.8 Account Suspension

Periods during which Customer's account is suspended due to non-payment, breach of the Terms of Service, or violation of the Acceptable Use Policy.

4. Claim Procedure

4.1 Submission Deadline

To receive a Service Credit, you must submit a claim within **thirty (30) calendar days** of the end of the month in which the Downtime occurred.

4.2 How to Submit

Submit a Service Credit claim by:

- Opening a support ticket at <https://opsfusion.cloud/support>
- Emailing support@opsfusion.cloud with the subject line "SLA Credit Request"

4.3 Required Information

Your claim must include:

- Your account name and account ID
- The date(s) and time(s) of the Downtime event(s)
- A description of the impact on your use of the Service
- Any relevant supporting evidence (e.g., error screenshots, API response logs)

4.4 Review and Determination

OpsFusion will review your claim and make a determination within fifteen (15) business days. OpsFusion's monitoring systems and logs are the authoritative source for measuring Downtime and calculating Monthly Uptime Percentage. If your claim is approved, the Service Credit will be applied to your next billing cycle.

5. Measurement Methodology

5.1 Monitoring

OpsFusion uses automated monitoring systems to continuously track Service availability. Monitoring probes check core API endpoints at regular intervals from multiple locations.

5.2 Authoritative Records

OpsFusion's internal monitoring logs and records are the sole authoritative source for determining Downtime, Monthly Uptime Percentage, and Service Credit eligibility.

5.3 Transient Errors

Brief, transient errors (including isolated API timeouts, temporary 5xx responses, or errors lasting less than five (5) consecutive minutes) are normal operational variance and are not counted as Downtime.

6. Sole Remedy

SERVICE CREDITS DESCRIBED IN THIS SLA CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY OPSFUSION TO MEET THE MONTHLY UPTIME PERCENTAGE COMMITMENT. THIS SLA DOES NOT ENTITLE CUSTOMER TO ANY ADDITIONAL DAMAGES, REFUNDS, OR OTHER REMEDIES BEYOND THE SERVICE CREDITS DESCRIBED HEREIN.

7. SLA Applicability

7.1 Paid Plans Only

This SLA applies only to customers with an active paid subscription. Free trial accounts, unpaid accounts, and suspended accounts are not covered.

7.2 Plan Limits

SLA commitments apply only to alerts and notifications sent within the limits of Customer's subscription plan. Alerts or notifications that are not sent due to plan limit exceedances are not covered.

7.3 Notification Delivery

This SLA covers the availability of the Service (the ability to receive, process, and queue alerts). This SLA does **not** guarantee the delivery, timing, or receipt of individual SMS messages, voice calls, or emails, which are dependent on third-party carriers and service providers outside of OpsFusion's control.

8. Changes to This SLA

OpsFusion may update this SLA from time to time. Material changes will be communicated to customers via email or through the Service at least thirty (30) days before they take effect. Changes will not retroactively reduce the level of service commitment for any period during which the prior version was in effect.

9. Contact Information

For questions about this SLA or to submit a Service Credit claim, please contact us at:

OpsFusion LLC Email: support@opsfusion.cloud Website: <https://opsfusion.cloud>

This Service Level Agreement was last updated on July 17, 2026.