

Aidealy Service Level Agreement

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This Service Level Agreement (this "**SLA**") describes the availability target, maintenance practices, and support commitment for the hosted Aidealy Service. It is **part of, and incorporated by reference into, the Aidealy Master Subscription Agreement** (the "**MSA**") between Aidealy Ltd. ("**Aidealy**", "**we**", "**us**") and the Customer. Capitalised terms used but not defined here have the meanings given in the MSA.

This SLA is **subordinate to the MSA**. Nothing in this SLA expands Aidealy's liability, alters the warranty disclaimer or the limitation of liability in the MSA, or changes the governing law or dispute-resolution terms of the MSA. If there is any conflict, the MSA prevails except to the extent a signed Order Form expressly states otherwise.

1. Scope

1.1 What this SLA covers. This SLA applies to the **hosted components of the Service** - the Aidealy web application(s), backend, and APIs that Aidealy makes available over the internet - for a Customer with an active, paid subscription, during the subscription term.

1.2 What this SLA does not cover. This SLA does not apply to: (a) the Aidealy IDE extension to the extent it runs within the Customer's code editor and depends on the Customer's environment, the editor, or third-party services; (b) any beta, trial, evaluation, preview, or free feature, which is provided "as is" and without any service-level commitment; or (c) the events and circumstances described in Section 4.

2. Availability

2.1 Availability commitment. Aidealy will use **commercially reasonable efforts** to make the hosted Service available.

2.2 Availability target. Aidealy's **target** for the hosted Service is a **Monthly Uptime Percentage of 99.9%**, measured as described in Section 6. **This target is a goal, not a warranty, guarantee, or condition.** It does not create a binding availability commitment, and - as set out in Section 5 - it does **not** carry service credits at this time. This Section is consistent with, and does not limit, the "AS IS" and "AS AVAILABLE" disclaimer in the MSA, including its statement that the Service is not warranted to be uninterrupted, error-free, or secure.

2.3 Why the target is stated as a goal. Aidealy is an early-stage service and is continuing to build out its availability monitoring and operational practices. Aidealy has chosen to state an honest availability **target** now, and intends to introduce a binding, service-credit-backed availability commitment in a future version of this SLA as those practices mature (see Section 5.2).

3. Support

3.1 Support channel. Aidealy provides support for the Service by email at **support@aidealy.ai** (the "**Support Channel**").

3.2 Acknowledgement commitment. Aidealy will use commercially reasonable efforts to **acknowledge** a support request submitted through the Support Channel **within two (2) Business Days**. An automated reply is not an acknowledgement for this purpose.

3.3 Acknowledgement, not resolution. The commitment in Section 3.2 is a target for *acknowledging* a request. It is **not** a commitment to resolve any request, or to resolve it within any particular time. Aidealy does not, in this SLA, offer around-the-clock support or a resolution-time commitment; the severity levels in Section 3.5 describe how Aidealy prioritises requests, not resolution guarantees.

3.4 Security reports go elsewhere. Reports of a suspected security vulnerability are handled under Aidealy's **Vulnerability Disclosure Policy** (which states its own acknowledgement timeframe), not under this Section. Suspected personal-data incidents are handled under the **DPA** and Aidealy's breach-notification process.

3.5 Severity levels and escalation. Aidealy triages support requests using the severity levels below. Severity determines the order in which Aidealy works on requests; it does not create a resolution-time commitment (Section 3.3) or service credits (Section 5.2).

Severity	Meaning	Acknowledgement target
Severity 1 - Service down	The hosted Service is unavailable, or a critical function is unusable, for Customer's users, with no workaround	Twenty-four (24) hours
Severity 2 - Degraded	A material function is impaired or materially degraded, but the Service is usable or a workaround exists	Two (2) Business Days
Severity 3 - General	Questions, minor issues, and requests that do not materially impair use	Two (2) Business Days

The **Severity 1 acknowledgement target is measured in clock hours** from receipt of the request, including hours that fall outside Business Days; the Severity 2 and Severity 3 targets remain measured in **Business Days**. The Severity 1 clock-hour target is an acknowledgement target only: it does not create around-the-clock support, a resolution-time commitment (Section 3.3), or service credits (Section 5.2). Customer should state the severity it believes applies when submitting a request; Aidealy may reasonably reclassify it and will say so in its acknowledgement. **Escalation:** if a request is not acknowledged within its target, or Customer reasonably believes a Severity 1 issue is not receiving appropriate attention, Customer may escalate by email to legal@aidealy.ai with "ESCALATION" in the subject line; escalations are reviewed by Aidealy's management.

4. Exclusions

The following are **excluded** from the availability target and from any measurement of Monthly Uptime Percentage, and do not constitute unavailability of the Service:

- (a) **Scheduled maintenance and emergency maintenance**, as described in Section 5;
- (b) a **Force Majeure** event, or any other cause **outside Aidealy's reasonable control**;
- (c) **general internet, network, or connectivity** problems, and the availability of telecommunications or internet-access services, that are not within Aidealy's reasonable control;
- (d) the **Customer's** own acts or omissions, equipment, software, networks, configurations, data, or use of the Service other than in accordance with the MSA, the Documentation, or the Acceptable Use Policy;
- (e) **third-party products, services, or systems** that Aidealy does not control, including the Customer's chosen code editor, the Customer's git providers, hosting and infrastructure providers, and the **third-party AI/LLM providers and other sub-processors** the Service relies on - and, in particular, any unavailability of the Service's AI-analysis features that results from the unavailability of a third-party AI/LLM provider;
- (f) **beta, trial, evaluation, preview, or free** features; and
- (g) any period during which the Service is **suspended or the Customer's access is restricted** in accordance with the MSA or the Acceptable Use Policy (for example, for non-payment or a breach of those terms).

5. Maintenance and service credits

5.1 Maintenance. Aidealy may perform **scheduled maintenance** on the Service. Aidealy will use commercially reasonable efforts to give the Customer **advance notice** of scheduled maintenance that Aidealy expects to cause material unavailability - by email to the Customer's administrator

contact and/or in-product notice (and, where Aidealy makes one available, a status page) - and to schedule such maintenance during off-peak hours where reasonably practicable. Aidealy may also perform **emergency maintenance without advance notice where reasonably necessary** to address a security, integrity, or stability risk, limited to what is reasonably necessary. Scheduled and emergency maintenance are excluded under Section 4(a).

Outage notice. If Aidealy becomes aware of a material unscheduled outage of the hosted Service that it expects to materially affect the Customer's use, Aidealy **will notify the Customer by email** to the Customer's administrator contact - without undue delay after becoming aware of the outage, and again when the outage is resolved. Where Aidealy makes a status page available, Aidealy may also post outage information there; the email notice above does not depend on a status page existing. This notice commitment describes how Aidealy communicates about outages; it does not create an availability warranty, a resolution-time commitment, or service credits (Sections 2.2, 3.3, and 5.2).

5.2 No service credits at this time. The Service is currently offered **without service credits**. The availability figure in Section 2.2 is a **target**, not a credit-bearing commitment, and the Customer's remedies in connection with the availability of the Service are those set out in the MSA. Aidealy **intends to introduce a service-credit-backed availability commitment in a future version of this SLA**; any such credits, and the conditions for claiming them, will be set out in that version.

5.3 Persistent unavailability. If the hosted Service materially fails to meet the availability target in Section 2.2 for **two (2) consecutive calendar months**, the Customer may, as a remedy specific to this SLA, terminate the affected subscription on written notice given within thirty (30) days after the end of the second such month, and Aidealy will arrange a refund of any pre-paid, unused fees for the terminated portion of the then-current subscription term. Any such refund is executed by Paddle as Merchant of Record for purchases made through Paddle (see MSA Section 5.2 and the Refund & Cancellation Policy). This right is **in addition to** the Customer's rights and remedies under the MSA, and does not limit Section 7.

6. How availability is measured

6.1 Monthly Uptime Percentage. "Monthly Uptime Percentage" for a calendar month means the total number of minutes in that month, minus the number of minutes of Downtime in that month (excluding all minutes excluded under Section 4), divided by the total number of minutes in that month, expressed as a percentage.

6.2 Measurement basis. Aidealy measures availability using its own monitoring of the hosted Service. Because the availability figure in Section 2.2 is a target rather than a credit-bearing commitment, Aidealy may refine its measurement methodology as its monitoring matures - **any methodology change applies prospectively only** (it does not restate previously reported months); if and when service credits are introduced (Section 5.2), the applicable measurement methodology will be specified at that time.

6.3 Measurement records and reporting. On Customer's request, Aidealy will provide the **measured Monthly Uptime Percentage for a completed calendar month, together with a summary of the measurement methodology used**. Aidealy **retains its availability-measurement records at least through the period in which a claim under Section 5.3 can be made** for the months they cover. For a month to count toward the two-consecutive-month trigger in Section 5.3, Customer must **report the claimed material unavailability to the Support Channel within thirty (30) days of the end of that month**, describing the dates and impact; this reporting condition exists so that both parties can examine the events while records exist, and it does not shorten any statutory period.

7. Relationship to the MSA; limits

7.1 Subordinate to the MSA. This SLA is governed by, and forms part of, the MSA. The warranty disclaimer, the limitation of liability (including the liability cap and its carve-outs), the governing-law and dispute-resolution terms, and the suspension and termination terms in the MSA all apply to this

SLA. Nothing in this SLA increases, or is intended to increase, Aidealy's aggregate liability beyond what the MSA provides.

7.2 Mandatory law. This SLA applies **to the extent permitted by applicable mandatory law**. Nothing in this SLA (or in the MSA) excludes or limits any liability that cannot lawfully be excluded or limited, including liability for **death or personal injury** caused by negligence, for **fraud or fraudulent misrepresentation**, or for **wilful misconduct**; and a Customer's or an individual's non-excludable rights under the mandatory law of their home country prevail to the extent of any conflict, as provided in the MSA.

8. Changes to this SLA

Aidealy may update this SLA from time to time, for example to introduce the service-credit-backed availability commitment described in Section 5.2 or to reflect changes to the Service. Consistent with the MSA's change provisions, Aidealy will not make a change that materially reduces the service levels described here during a Customer's then-current paid subscription term unless Aidealy provides a comparable replacement; any other change that materially reduces the Customer's rights takes effect at the start of the Customer's next renewal term. The then-current version of this SLA applies to each subscription term.

9. Definitions

- **"Business Day"** means a day other than Friday, Saturday, or a public holiday in Israel. (Aidealy's standard business week is Sunday to Thursday.)
 - **"Downtime"** means a period during which the hosted Service is not available for access and use, **excluding** anything excluded under Section 4.
 - **"Force Majeure"** means an event or circumstance beyond a party's reasonable control.
 - **"Monthly Uptime Percentage"** has the meaning given in Section 6.1.
 - **"Scheduled maintenance"** and **"emergency maintenance"** have the meanings given in Section 5.1.
 - **"Support Channel"** has the meaning given in Section 3.1.
 - Other capitalised terms (including **"Service"**, **"Customer"**, **"Documentation"**, **"Order Form"**, **"DPA"**, **"AUP"**, and **"Authorised Users"**) have the meanings given in the **MSA**.
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