

Service Level Commitments (Draft)

Service Level Commitments

⚠ **DRAFT — requires legal AND operational review before use.**

This document is a structural starting point only. Every commitment number below (uptime, response times, credits) is left blank deliberately: Sypher has no operational history yet to base a number on, and a specific commitment made without evidence it can be met is a liability, not a selling point. These figures must be decided by the business — ideally after a period of real operation — before this document is shown to any client. Legal counsel should also review the enforceability and structure of any remedy offered.

Version 0.1 (draft) · Last updated: [DATE]

1. Purpose

This document sets out Sypher's service-level commitments for iSyph, supplementing the Master Services Agreement. It applies to the Client's production Spaces as configured under the applicable Order Form.

2. Availability

2.1. Sypher targets a monthly uptime of **[UPTIME TARGET — e.g. 99.5%]** for the core messaging service, measured as the percentage of time the service is able to accept and deliver messages within a Client's Spaces during a calendar month.

2.2. Excluded from the availability calculation:

(a) scheduled maintenance, provided at least [MAINTENANCE NOTICE PERIOD — e.g. 48 hours] notice was given;

(b) unavailability caused by the Client's own network, devices, or misconfiguration;

(c) unavailability caused by a force majeure event under the Master Services Agreement;

(d) unavailability of an add-on feature that depends on a third-party media partner (for example, voice or video calling), which is covered separately in Section 6.

2.3. [MEASUREMENT METHODOLOGY — to be confirmed: how uptime will actually be measured and reported once monitoring exists (e.g. synthetic checks against the messaging endpoint at a defined interval). A commitment without a defined measurement method is not meaningfully enforceable.]

3. Support Response

3.1. Sypher will acknowledge support requests raised through the designated support channel within the following target times, based on severity:

Severity	Description	Target acknowledgement
Critical	Service is unavailable for the Client's organisation	[FILL — e.g. 1 hour]
High	A core feature (messaging, file sharing) is significantly impaired	[FILL — e.g. 4 business hours]
Normal	A non-core issue, question, or configuration request	[FILL — e.g. 1 business day]

3.2. [SUPPORT HOURS — to be confirmed: whether support is offered during defined business hours, or on a 24/7 basis for Critical severity, and what “business hours” means (e.g. IST, weekdays).]

3.3. Target acknowledgement times are not the same as resolution times. Resolution time depends on the nature of the issue and, where applicable, is communicated to the Client once the issue is understood.

4. Data Retention Performance

4.1. Content configured for deletion under a Space's retention setting (see the Data Retention & Minimisation Policy) is removed by an automated process that runs approximately hourly. Sypher does not commit to instantaneous deletion at the exact moment content expires.

4.2. A request for erasure under the Data Processing Agreement will be acted on within [ERASURE TURNAROUND — to be confirmed], except where the request requires manual verification (for example, identity confirmation for a Data Principal request).

5. Service Credits

5.1. [SERVICE CREDIT STRUCTURE — to be confirmed. Common structure to discuss with counsel and the business: if actual monthly uptime falls below the committed target, the Client may be entitled to a service credit calculated as a percentage of that month's fees, on a sliding scale tied to how far below target the actual uptime fell. This is a real commercial commitment and should not be filled in without deliberately deciding what Sypher can sustain.]

5.2. [CLAIM PROCESS — to be confirmed: how and by when a Client must request a credit, and any cap on total credits in a given period.]

5.3. Service credits, if any, are the Client's sole and exclusive remedy for a failure to meet the availability commitment in Section 2, except as otherwise provided in the Master Services Agreement.

6. Add-on Features Dependent on Third-Party Media Partners

6.1. Certain features — including voice calling, video calling, and screen sharing — depend on a third-party media infrastructure partner rather than infrastructure Sypher operates directly.

6.2. The availability commitment in Section 2 does not extend to these features. Sypher will use commercially reasonable efforts to select and maintain a reliable media partner, but does not independently guarantee that partner's uptime.

6.3. [THIS SECTION TO BE REVISED once a media partner is selected and its own SLA terms are known — see the product roadmap. Until then, no numeric commitment should be made for these features.]

7. Reporting

7.1. [FILL — to be confirmed: whether and how Sypher will report actual uptime/incidents to the Client, e.g. a monthly summary or an on-request status page.]

8. Changes to this Document

Sypher may update these Service Level Commitments with reasonable prior notice to the Client; a downgrade in a committed target will not apply to an Order Form already in its then-current term without the Client's consent.