

Midnight Mechanism – Service Level Agreement (SLA)

1. Overview

This Service Level Agreement (“SLA”) outlines uptime commitments, support terms, and remedies for customers using Midnight Mechanism’s managed genomics computing platform. It supersedes any prior verbal or informal commitments.

2. Uptime Commitment

Monthly Uptime Percentage: Midnight Mechanism guarantees 99.95% or greater uptime each calendar month (≈22 minutes of allowable downtime per month).

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

Exclusions: See Section 6 for events not counted as downtime.

3. Service Credits

Monthly Uptime %	Service Credit
≥99.9% <99.95%	10% of monthly fee
≥99.5% <99.9%	25% of monthly fee
≥99.0% <99.5%	50% of monthly fee
<99.0%	100% of monthly fee

Credits are applied to the next billing cycle. Maximum total credit per month is 100% of the applicable monthly fee.

4. Backup and Data Protection

Backup Frequency: Incremental backups every 15 minutes, with daily full snapshots. Retention: Minimum 30 days of backups retained offsite. RPO: 15 minutes. RTO: 2 hours for critical systems.

5. Support Response Times

Priority	Example Issue	Response Time
P1 – Critical	Full platform outage, major data loss	≤15 minutes
P2 – High	Degraded performance, partial outage	≤1 hour
P3 – Normal	Non-critical feature issue	≤4 hours
P4 – Low	Documentation or cosmetic issues	≤1 business day

Support is available 24/7 for P1/P2 issues and during business hours for P3/P4.

6. Exclusions

Downtime does not include: Scheduled maintenance announced at least 48 hours in advance; force majeure events; customer misconfigurations or third-party integrations; or network issues outside Midnight Mechanism’s upstream providers or data center.

7. Claiming Service Credits

Submit claims within 30 days of the incident. Include dates, times, and evidence. Email claims to support@midnightmechanism.com with subject line 'SLA Credit Request.'

8. Scheduled Maintenance

Typically performed Sundays, 01:00–03:00 UTC. Maintenance windows are announced via email and status page updates.

9. Term and Modification

This SLA remains in effect for the duration of the customer's active subscription. Midnight Mechanism may revise this SLA with 30 days' notice, provided changes do not reduce existing commitments retroactively.

Effective Date: [Insert Date]

Version: 1.0