



MaxxLogix Service Level Agreement (SLA)

This Service Level Agreement ("SLA") is entered into between MaxxLogix LLC ("MaxxLogix") and the Customer as defined in the applicable Master Software Agreement. This SLA outlines the service levels, maintenance, and support provided by MaxxLogix for its software solutions and services.

1. Definitions

1.1 "Actual Availability" refers to Total Scheduled Availability minus Downtime.

1.2 "Downtime" means any period during which the production system for the Service is offline and inaccessible to all authorized users. Downtime does not include:

- Service unavailability due to scheduled maintenance.
- Failures caused by a Force Majeure Event.
- Customer's inability to access the internet or properly use the Service due to reasons beyond MaxxLogix's control.
- Failures in the Customer's own hardware, software, network, or other infrastructure.

1.3 "Force Majeure Event" refers to unforeseen circumstances beyond MaxxLogix's reasonable control, including but not limited to natural disasters, acts of war, terrorism, government actions, or third-party service outages. However, failures due to MaxxLogix's lack of redundancy planning do not constitute Force Majeure Events.

1.4 "Service Availability" is calculated as: $(\text{Actual Availability} / \text{Total Scheduled Availability}) * 100\%$.

1.5 "Service Maintenance" refers to scheduled and emergency maintenance activities required to maintain the Service.

1.6 "Total Scheduled Availability" means 24/7 availability, excluding Service Maintenance and Force Majeure Events.

2. Software Maintenance & Support

MaxxLogix will provide the following maintenance and support services to Customers with an active subscription or maintenance contract:



(a) Preventive and remedial maintenance to ensure the Services operate as documented. (b) Delivery of software updates and patches as they become publicly available. (c) Support ticket submission via:

- Web form/chat at: [Support Portal]
- Email: support@MaxxLogix.com
- Send new ticket requests to SMS text message phone number provided by MaxxLogix
- Access to technical support resources and knowledge base articles.

All support and maintenance services are provided in English.

3. Performance of Maintenance & Support

(a) **Support Qualification:** Customers must maintain up-to-date software versions. Software older than 18 months will not be supported until it is updated to the latest version.

(b) **Support Availability:** MaxxLogix provides support during Business Hours: Monday–Friday, 8:00 AM–6:00 PM (ET), excluding U.S. holidays. Emergency support is available outside of Business Hours.

(c) **Support Request Priorities:**

Priority Level	Definition	Response Time
Non-Critical	General support inquiries or issues that do not impact production operations.	Response within 8 business hours.
Critical	Service outages or severe disruptions preventing business operations.	Response within 4 business hours (phone support required).

(d) **Remote Support:** All support services will be performed remotely via phone, email, or online communication channels.

4. SaaS Availability

4.1 Service Level Commitment: MaxxLogix guarantees 99.5% Service Availability per calendar month, excluding Force Majeure and Service Maintenance.



4.2 Service Maintenance Notice: For scheduled maintenance, Customers will receive at least two (2) weeks' notice. Emergency maintenance notices will be provided as soon as possible.

4.3 Termination for Service Availability Issues: If Service Availability falls below 99.5% for two consecutive months within a 12-month period, the Customer may terminate the agreement. To initiate termination, the Customer must provide written notice within 30 days of the second consecutive month of non-compliance. Upon termination, the Customer is eligible for a pro-rated refund of prepaid fees.

For questions regarding this SLA, contact support@MaxxLogix.com.