

SOFTWARE-AS-A-SERVICE

Service Level Agreement

Nexa Commerce Cloud Platform

This Service Level Agreement (this “SLA”) is entered into as of **March 1, 2026** (the “Effective Date”) and is incorporated into, and governed by, the Master Subscription Agreement executed between the parties identified below (the “Master Agreement”). This SLA defines the availability commitment, service credit remedies, support response targets, and related obligations applicable to the Service. Capitalized terms not defined in this SLA have the meanings given in the Master Agreement.

Provider

Legal name **Nexa Cloud Systems, Inc.**
Entity type **Delaware corporation**
Principal office **4820 Meridian Parkway, Suite 300, Austin, TX 78735**
Notices to **legal@nexacloud.example**

Customer

Legal name **Meridian Retail Holdings, Inc.**
Entity type **Delaware corporation**
Principal office **1150 Harborview Drive, Chicago, IL 60601**
Notices to **contracts@meridianretail.example**

■ **At a glance.** Monthly Uptime Target: **99.95%** • Service Credit Cap: **30% of Monthly Fees** • Severity-1 Initial Response: **30 minutes, 24/7** • Initial Term: **24 months** from the Effective Date.

This document is a fictional illustrative template. Nexa Cloud Systems, Inc., Meridian Retail Holdings, Inc., and all individuals, addresses, and figures referenced herein are fictitious and are used solely to demonstrate the structure of a SaaS service level agreement. No representation is made regarding any real organization.

ARTICLE 1 Definitions

For purposes of this SLA, the following terms have the meanings set forth below:

- (a) “**Service**” means the Nexa Commerce Cloud platform, including the hosted application, application programming interfaces, and administrative dashboard made available to Customer under the Master Agreement, but excluding Beta Features.
- (b) “**Downtime**” means any period during which the Service returns a server-side error rate greater than 5% on production API endpoints, or is wholly unreachable, as measured by Provider’s monitoring systems described in Article 7.
- (c) “**Scheduled Maintenance**” means planned Service unavailability for which Provider gives Customer at least seventy-two (72) hours’ advance notice in accordance with Article 6.
- (d) “**Monthly Uptime Percentage**” means the percentage of total minutes in a calendar month, excluding Scheduled Maintenance and Excluded Events, during which the Service did not experience Downtime, calculated as set out in Article 3.
- (e) “**Service Credit**” means the remedy described in Article 4, expressed as a percentage of the Monthly Fees payable for the calendar month in which the relevant Downtime occurred.
- (f) “**Severity Level**” means the classification assigned to a support incident under Article 5, determining the applicable Initial Response Time and Target Resolution Time.
- (g) “**Support Hours**” means Monday through Friday, 8:00 a.m. to 8:00 p.m. Central Time, excluding Provider-observed holidays, except with respect to Severity 1 incidents, for which Support Hours means twenty-four (24) hours per day, seven (7) days per week.
- (h) “**Beta Feature**” means any Service functionality identified by Provider as “beta,” “preview,” “early access,” or similar designation, which is excluded from the Monthly Uptime Percentage calculation and provided without any service level commitment.

ARTICLE 2 Service Description and Scope

2.1 Overview

Nexa Commerce Cloud is a multi-tenant SaaS platform providing order management, inventory synchronization, and storefront hosting for retail and e-commerce operations. This SLA applies to the Production environment identified in Customer's order form and does not apply to any Sandbox, staging, or development environment, which are provided without uptime commitment. The structure of this SLA, including its availability metric, service credit schedule, and severity-based support tiers, follows accepted commercial practice for cloud-hosted software agreements [1–3].

2.2 Included Components

The Service, for purposes of the availability commitment in Article 3, comprises the following components:

- The customer-facing storefront rendering layer and checkout flow;
- The REST and webhook Application Programming Interfaces documented at `docs.nexacloud.example/api`;
- The administrative dashboard used to manage catalog, inventory, and order data; and
- Authentication and session services required to access the foregoing.

2.3 Excluded Components

The following are excluded from the Service for purposes of the Monthly Uptime Percentage and are addressed, where applicable, in Article 6: Customer's own network or internet connectivity; third-party payment gateways, tax calculation services, and shipping carriers integrated via the API; Beta Features; and any Customer customization deployed through the Nexa Scripting Extension.

2.4 Changes to the Service

Provider may modify the Service provided that any such modification does not materially reduce the core functionality of the Service during the then-current subscription term without at least sixty (60) days' prior written notice to Customer.

ARTICLE 3 Availability Commitment

3.1 Uptime Target

Provider will use commercially reasonable efforts to maintain a Monthly Uptime Percentage of at least **99.95%** for the Service during each calendar month of the Term. The Monthly Uptime Percentage is calculated as follows:

$$\text{Monthly Uptime \%} = \left(1 - \frac{\text{Downtime Minutes}}{\text{Total Minutes in Month} - \text{Excluded Minutes}} \right) \times 100$$

where *Excluded Minutes* means the aggregate duration of Scheduled Maintenance and any Excluded Events described in Article 6. Provider publishes actual Monthly Uptime Percentage figures on the status dashboard referenced in Article 7.

3.2 2025 Performance Record

The chart below reflects Provider's actual Monthly Uptime Percentage for the Service across the twelve (12) months preceding the Effective Date, provided for Customer's reference and illustrating a single incident (June) in which performance fell below the Monthly Uptime Target and triggered the Service Credit described in Article 4.

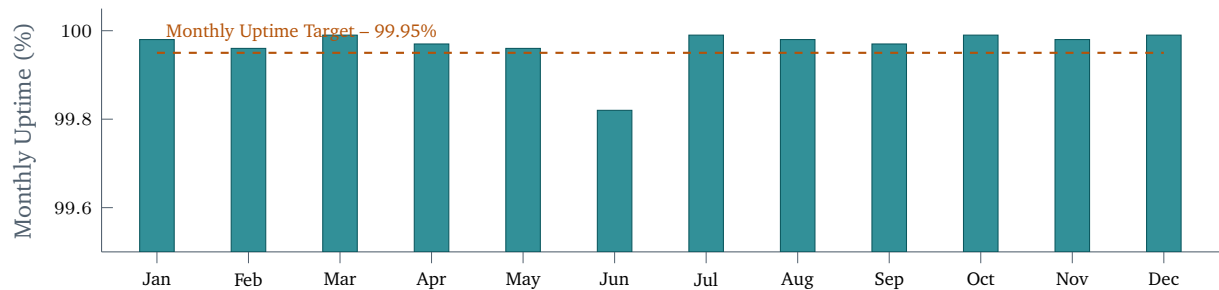


Figure 1: Monthly Uptime Percentage, Nexa Commerce Cloud production environment, twelve-month trailing record.

3.3 Notice of the June Shortfall

On June 14, 2025, a database failover misconfiguration caused intermittent Downtime totaling 214 minutes, reducing the Monthly Uptime Percentage for June to 99.82%. Provider notified Customer within twenty-four (24) hours as required by Section 7.2 and issued the resulting Service Credit automatically, as described in Article 4.

ARTICLE 4 Service Credits

4.1 Credit Schedule

If the Monthly Uptime Percentage for the Service falls below 99.95% in any calendar month, Customer is entitled to a Service Credit calculated as a percentage of the Monthly Fees paid for that month, in accordance with Table 1.

Monthly Uptime Percentage	Service Credit (% of Monthly Fees)
99.95% or greater	0% (target met)
99.50% – 99.94%	5%
99.00% – 99.49%	10%
97.00% – 98.99%	15%
95.00% – 96.99%	20%
Below 95.00%	30%

Table 1: Service Credit schedule by Monthly Uptime Percentage.

⚠ Worked example. The June 2025 shortfall described in Section 3.2 produced a Monthly Uptime Percentage of 99.82%, which falls within the 99.50%–99.94% band in Table 1. Customer received a Service Credit equal to 5% of the Monthly Fees invoiced for June 2025, applied automatically to the July 2025 invoice.

4.2 Credit Cap and Application

The maximum aggregate Service Credit payable for any single calendar month is thirty percent (30%) of the Monthly Fees for that month, regardless of the number of qualifying events. Service Credits are applied as a deduction against Customer’s next invoice and are not payable as cash refunds, except upon termination of the Master Agreement, in which case any accrued and unused Service Credit will be paid to Customer within forty-five (45) days.

4.3 Claim Procedure

To receive a Service Credit for which Provider has not issued an automatic credit under Section 4.2, Customer must submit a written request to `support@nexacloud.example` within thirty (30) days after the end of the calendar month in which the qualifying Downtime occurred, including the dates and times of the claimed Downtime and any supporting error logs. Provider will investigate and respond within fifteen (15) business days.

4.4 Sole Remedy

The Service Credits set forth in this Article 4 are Customer’s sole and exclusive remedy, and Provider’s sole liability, for any failure to meet the Monthly Uptime Target, except where Customer exercises the termination right described in Section 8.3.

ARTICLE 5 Support and Incident Response

5.1 Severity Classification

Provider classifies each support incident reported by Customer into one of four Severity Levels, with the corresponding Initial Response Time and Target Resolution Time set out in Table 2. Provider assigns the initial Severity Level in good faith based on the information available at the time of the report and may revise the classification as additional information becomes available.

Severity		Description	Initial Response	Target Resolution
Severity 1 Critical	–	Production Service unavailable, or a core function (checkout, order sync) is unusable for all Customer users.	30 minutes, 24/7	4 hours
Severity 2 High	–	A major feature is degraded or unavailable for a significant subset of Customer users; no acceptable workaround exists.	2 hours, Support Hours	1 business day
Severity 3 Medium	–	A non-critical feature is impaired but a reasonable workaround is available.	8 business hours	3 business days
Severity 4 Low	–	Cosmetic issue, documentation question, or feature request with no operational impact.	1 business day	Best efforts

Table 2: Support incident Severity Levels, Initial Response Time, and Target Resolution Time.

5.2 Escalation

Severity 1 incidents may be escalated at any time to Provider’s Director of Technical Support by telephone at the number designated in the Master Agreement order form. Provider will provide status updates to Customer at intervals not exceeding sixty (60) minutes for the duration of any open Severity 1 incident.

5.3 Support Channels

Customer may open support incidents through the in-application support console, by emailing support@nexacloud.example, or, for Severity 1 incidents only, by calling the 24/7 support line. 🎧 Provider will confirm receipt of every incident report within the Initial Response Time in Table 2, regardless of the channel used.

5.4 Target Resolution Time is Not a Guarantee

The Target Resolution Times in Table 2 reflect Provider’s operational goals and do not, by themselves, give rise to Service Credits. Only the Monthly Uptime Percentage calculated under Article 3 gives rise to Service Credits under Article 4.

ARTICLE 6 Exclusions and Scheduled Maintenance

6.1 Excluded Events

The Monthly Uptime Percentage calculation in Article 3 excludes, and no Service Credit is payable in respect of, Downtime or degradation caused by any of the following (each, an “**Excluded Event**”):

- Scheduled Maintenance performed in accordance with Section 6.2;
- Force majeure events, including natural disasters, war, civil unrest, or governmental action, as further described in Section 6.3;
- Failures of Customer’s own hardware, software, network, or internet connectivity, or that of Customer’s end users;
- Failures of third-party services integrated with the Service at Customer’s direction, including payment gateways, tax calculation services, and shipping carriers, except to the extent caused by Provider’s own integration code;

- (e) Customer's use of the Service in a manner inconsistent with the Documentation or in breach of the Master Agreement, including exceeding rate limits stated in the Documentation;
- (f) Suspension of the Service in accordance with Provider's right to suspend for non-payment or security threats under the Master Agreement; and
- (g) Unavailability of Beta Features.

6.2 Scheduled Maintenance

Provider may perform Scheduled Maintenance provided that Provider (a) gives Customer at least seventy-two (72) hours' advance notice via the status dashboard and email to Customer's designated technical contact, and (b) limits Scheduled Maintenance to no more than four (4) hours in any calendar month, except in the case of an emergency security patch, for which advance notice may be shortened to the extent reasonably necessary to protect the Service. Provider will use commercially reasonable efforts to schedule routine maintenance outside of 8:00 a.m. to 8:00 p.m. Central Time on business days.

6.3 Force Majeure

Neither party is liable for any failure or delay in performance under this SLA, including Provider's failure to meet the Monthly Uptime Target, to the extent caused by events beyond that party's reasonable control, including acts of God, fire, flood, war, governmental action, labor disputes, or failures of the public internet backbone not attributable to Provider's own network infrastructure.

ARTICLE 7 Monitoring and Reporting

7.1 Status Dashboard

Provider maintains a public status dashboard at `status.nexacloud.example`, displaying real-time Service availability, ongoing incidents, and a rolling ninety (90) day history of Downtime events. Customer may subscribe to email or webhook notifications for status changes through the dashboard. Provider's monitoring and incident-management practices are informed by the service management framework in International Organization for Standardization [4] and the facility-tier concepts described in Uptime Institute [5].

7.2 Incident Notification

Provider will notify Customer's designated technical contact within twenty-four (24) hours after confirming any Severity 1 or Severity 2 incident that affected the Service, including a description of the incident, the affected components, and, where available, the root cause.

7.3 Monthly Uptime Report

Within ten (10) business days after the end of each calendar month, Provider will make available to Customer, through the administrative dashboard, a report stating the Monthly Uptime Percentage for that month and any Service Credit accrued under Article 4. Customer may dispute a reported Monthly Uptime Percentage by written notice within thirty (30) days after the report is made available, after which the report is deemed final absent manifest error.

7.4 Post-Incident Review

Following any Severity 1 incident, Provider will prepare a written post-incident review identifying the root cause and remedial actions taken, and will make the review available to Customer within ten (10) business days after the incident is resolved.

ARTICLE 8 Term and Termination

8.1 Term

This SLA commences on the Effective Date and continues for an initial term of twenty-four (24) months (the "**Initial Term**"), and thereafter automatically renews for successive twelve (12) month periods (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**"), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the then-current Term.

8.2 Termination for Cause

Either party may terminate the Master Agreement and this SLA if the other party materially breaches this SLA and fails to cure such breach within thirty (30) days after written notice describing the breach in reasonable detail.

8.3 Termination for Chronic Failure

If the Monthly Uptime Percentage falls below 99.0% for three (3) consecutive calendar months, or below 95.0% in any single calendar month, Customer may terminate the Master Agreement for cause, without a cure period, by written notice delivered within sixty (60) days after the end of the calendar month giving rise to the termination right, and Provider will refund any prepaid Monthly Fees for the terminated portion of the Term.

8.4 Effect of Termination

Upon termination or expiration of the Master Agreement for any reason, (a) Customer's right to access the Service ends immediately, (b) Provider will make Customer's data available for export in a commonly used format for thirty (30) days following the effective date of termination, and (c) Provider will delete Customer's data from production systems within ninety (90) days following the effective date of termination, except as required to comply with applicable law or as retained in routine backups pursuant to Provider's standard backup retention schedule.

8.5 Survival

Sections 4.2 (Credit Cap and Application, solely as to credits accrued before termination), 8.4, 9.1, and 9.2 survive termination or expiration of this SLA.

ARTICLE 9 General Provisions

9.1 Governing Law

This SLA is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware for any dispute arising out of or relating to this SLA.

9.2 Confidentiality

Each party's uptime figures, incident reports, and other information exchanged under this SLA are Confidential Information subject to the confidentiality provisions of the Master Agreement.

9.3 Entire Agreement; Order of Precedence

This SLA, together with the Master Agreement and any order forms, constitutes the entire agreement between the parties with respect to the Service level commitments described herein and supersedes all prior or contemporaneous agreements on that subject. In the event of a conflict between this SLA and the Master Agreement, this SLA controls solely with respect to availability commitments, Service Credits, and support response targets.

9.4 Amendment

Provider may update this SLA to reflect improvements in the Service, provided that no amendment may reduce the Monthly Uptime Target or the Service Credit remedies below the levels stated herein during Customer's then-current Term without Customer's prior written consent.

9.5 Notices

Notices under this SLA must be delivered in writing to the addresses set forth on the cover page, by email with confirmation of receipt or by nationally recognized overnight courier, and are deemed given upon confirmed receipt.

9.6 Assignment

Neither party may assign this SLA without the prior written consent of the other party, except that either party may assign this SLA without consent in connection with a merger, acquisition, or sale of substantially all of its assets.

9.7 Severability and Waiver

If any provision of this SLA is held unenforceable, the remaining provisions remain in full force and effect. No waiver of any provision of this SLA is effective unless in writing and signed by the waiving party.

9.8 Counterparts

This SLA may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

ARTICLE 10 Execution

The parties' authorized representatives have executed this SLA as of the Effective Date first written above.

Nexa Cloud Systems, Inc.

Signature

Elena Vasquez
Vice President, Customer Success

Date

Meridian Retail Holdings, Inc.

Signature

David Chen
Chief Technology Officer

Date

All names, titles, and companies appearing in this execution block are fictional and provided for illustrative purposes only.

References

- [1] Christopher Millard. *Cloud Computing Law*. Oxford University Press, Oxford, UK, 2 edition, 2021.
- [2] Andrew Lawrence and Suzanne Rimell. *Drafting and Negotiating Technology Contracts*. Bloomsbury Professional, London, UK, 2019.
- [3] IT Standards Consortium. Model service level framework for cloud-hosted applications. Technical report, IT Standards Consortium, 2026.
- [4] International Organization for Standardization. ISO/IEC 20000-1:2018 – information technology – service management. Technical report, International Organization for Standardization, 2018.
- [5] Uptime Institute. Data center site infrastructure tier standard: Topology. Technical report, Uptime Institute, 2022.