LINXCAD

Service Level Agreement

Availability, support hours and response targets.

> **Draft.** This text has not yet been reviewed by a lawyer and is not in force. Items in [square brackets] are still to be filled in.

Effective date: [EFFECTIVE DATE]

This Service Level Agreement (**SLA**) describes availability and support for the LinxCAD Service and is part of the Agreement between LinxCAD and the Customer.

1. Availability

LinxCAD will make the Service's API (the part the apps and portals use to sign in and work with data) available at least **99.0%** of the time in each calendar month (the **Availability Commitment**).

How it is measured. Availability is the percentage of minutes in the month the API responds to our automated health checks, excluding Excluded Time. We measure it, publish the result on request, and keep the records.

2. Excluded time

- **Scheduled maintenance** announced by email at least [48] hours ahead, normally outside 6 a.m. to 10 p.m. Central on weekdays, and limited to [8] hours a month.
- **Emergency maintenance** needed to fix a serious security problem, up to [2] hours a month.
- Problems caused by Customer or its users, devices, networks or settings, including phones without signal or with location turned off.
- Failures of the internet or of services outside our control, including a customer's own network, mobile carriers, GPS accuracy, and email delivery.
- Force majeure events, and features we label beta or preview.

3. Service credit

If monthly Availability falls below the commitment, Customer may claim a service credit against its next hosting fee:

Monthly availability	Credit (percent of that month's hosting fee)
Below 99.0% but at least 98.0%	5%
Below 98.0% but at least 95.0%	10%
Below 95.0%	25%

To claim, email support@linxcad.com within [30] days after the end of the month. Credits are not paid in cash. **The service credit is Customer's sole and exclusive remedy for failing the Availability Commitment**, except that a month below 90% availability three times in any six months lets Customer end the Agreement without penalty and receive a refund of prepaid fees for the remaining term.

4. Support

- **Contact.** Email support@linxcad.com (a phone line may be added later and will be announced).
- **Hours.** Monday to Friday, 9:00 a.m. to 5:00 p.m. Central Time, excluding U.S. federal holidays. There is no weekend or after-hours coverage unless Customer buys it separately (see section 6).
- **What is included.** Help using the Service, fixing defects, and answering questions about setup and configuration, by email.

5. Response targets

These are targets for the first human response during support hours, not times to fix the problem.

Severity	Meaning	First response
1: Outage	The Service is down or unusable for most users, such as no one can sign in or reports cannot be saved.	Within 4 hours (a report received after 1:00 p.m. Central is answered by 9:00 a.m. the next business day)
2: Major problem	An important feature is failing or badly degraded, with a workaround.	Within 1 business day
3: Question or minor issue	A how-to question, small defect or request.	Within 2 business days

6. Paid support and extra services

Work beyond routine support, such as on-site help, training sessions, custom reports, data migration, and after-hours or weekend coverage, is billed at **$180 an hour**, in 30-minute increments, after Customer agrees to it in writing (email is enough). We invoice it through Stripe. Customer may prepay blocks of hours if we offer them when it buys. Unused prepaid hours expire at the end of the period stated when they were bought.

7. Backups and recovery

We keep [CONFIRM: backup frequency and retention] backups of Customer Data and will restore from them after a data-loss event. We aim to restore service within [24] hours of a major failure but do not guarantee a recovery time. Customer may export its data at any time using the Service's tools or by asking support.

8. Customer responsibilities

- Report problems promptly with details (what happened, when, which user and device).
- Keep the apps up to date; the Service may stop supporting versions more than [90] days old.
- Keep user lists and device approvals current.

9. Changes

We may improve this SLA. A change that makes it worse for Customer takes effect at the next renewal after at least [60] days' notice.