

DUXIA

Technologies Inc.

Service Level Agreement (SLA)

SLA — DUXIA legal agreement

Version: 1.0

Effective date: as set forth in the parties' underlying agreement (to

CONFIDENTIAL — Contract use only

Version: 1.0 — **Effective date:** as set forth in the parties' underlying agreement (to be completed)

Important notice: *this is a template for informational purposes only — not legal advice. Have it reviewed by counsel (Ontario / Canada) before contractual reliance.*

1. Parties and scope

1.1 This Service Level Agreement (“**SLA**”) is between **DUXIA Technologies Inc.** (“**DUXIA**”) and the **Customer** identified in the parties' master services agreement (“**Main Agreement**”).

1.2 This SLA applies to DUXIA's **cloud forensic analysis services** as described in the Main Agreement, for **enterprise** plans or offers that expressly incorporate this SLA.

2. Service availability

2.1 Target uptime. DUXIA targets average monthly **production** service availability of at least **99.5%**, excluding scheduled maintenance in accordance with Section 4.

2.2 Exclusions. The following do **not** count against the uptime target: (a) failures caused by the Customer or its integrations; (b) force majeure events; (c) suspension for non-payment or material breach; (d) dependencies outside DUXIA's reasonable control (e.g., major infrastructure provider outages), subject to reasonable mitigation efforts.

2.3 Measurement. Availability is measured using infrastructure logs and DUXIA health checks, on a monthly calendar basis (UTC or the timezone designated in the Main Agreement).

3. Support

3.1 Initial response time. For **P1** incidents (production service unavailable for a majority of the Customer's users), DUXIA targets an initial acknowledgement and ticket triage within **twenty-four (24) business hours** (business hours/days to be specified in an enterprise schedule).

3.2 Other severities. Targets for P2/P3 may be specified in an enterprise exhibit or support guide.

3.3 Channels. The Customer uses the support channels designated in the Main Agreement (portal, email, or in-product messaging).

4. Scheduled maintenance

4.1 Notice. DUXIA provides at least **forty-eight (48) hours'** prior notice for scheduled maintenance reasonably expected to interrupt production services, except for security or stability emergencies.

4.2 Emergencies. For documented emergencies (critical vulnerability, data corruption, active threat), DUXIA may perform immediate maintenance and will inform the Customer as soon as reasonably practicable.

5. Service credits (exclusive remedy for availability failures)

5.1 Principle. If monthly availability falls **below 99.5%** without application of the exclusions in Section 2.2, the Customer may request **service credits** in the form of subscription extension or a reasonably equivalent monetary credit, according to the table below and any caps in the Main Agreement.

5.2 Indicative table (to be adjusted in the signed order):

Monthly availability achieved · Indicative credit (for affected month)

< 99.5% and ≥ 99.0% · 5%

< 99.0% and ≥ 98.0% · 10%

< 98.0% · 15% (contractually capped)

5.3 Procedure. The Customer opens a ticket within **ten (10) days** after the end of the relevant calendar month, with reasonable supporting details. DUXIA responds under applicable support timelines.

5.4 Aggregate cap. Except for fraud or willful misconduct, total SLA credits in any rolling **twelve (12) month** period will not exceed **one (1) month** of recurring fees for the affected service, unless expressly

negotiated otherwise in writing.

5.5 Exclusive remedy. Except where mandatory law provides otherwise, service credits are the **Customer's exclusive remedy** for failures to meet this SLA (without prejudice to remedies for material breach of the Main Agreement where permitted by law).

6. Reporting and transparency

6.1 Upon request for enterprise accounts, DUXIA may provide a concise monthly availability report for the prior month, subject to confidentiality and security constraints.

7. Governing law

7.1 This SLA is governed by the **laws of the Province of Ontario** and the federal laws of Canada applicable therein, subject to the Main Agreement for venue and conflicting terms.

7.2 The courts of **Toronto, Ontario**, have jurisdiction absent a conflicting mandatory forum clause in the Main Agreement.

8. Contact

<https://duxia.app/contact>

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