

SERVICE LEVEL AGREEMENT (SLA)

1. Definitions

- 1.1. "Service" means the hosted Aithon SaaS platform provided by Aithon.
- 1.2. "Downtime" means a period during which the Service is unavailable to all users, as confirmed by Aithon monitoring.
- 1.3. "Maintenance Window" means planned maintenance announced at least 24 hours in advance.
- 1.4. "Emergency Maintenance" means urgent maintenance needed to resolve security or stability issues.
- 1.5. "Monthly Uptime Percentage" means $(\text{Total Minutes} - \text{Downtime excluding Maintenance}) / \text{Total Minutes in Month}$.
- 1.6. "Support Request" means a request submitted via Aithon's support channel.
- 1.7. "Resolution" means a workaround or fix that restores functionality.
- 1.8. "Response Time" means the elapsed time between Customer's submission of a Support request and Aithon's initial acknowledgment.

2. Service Availability Commitment

- 2.1. Aithon will use commercially reasonable efforts to maintain at least 99.5% Monthly Uptime.

$\geq 99.5\%$	No credit
98.0% – 99.49%	5% of monthly subscription fee credited
97.0% – 97.99%	10% credit
$< 97.0\%$	15% credit

- 2.2. Credits apply to future invoices and must be requested within 30 days. Credits are the exclusive remedy for uptime issues.

3. Exclusions

- 3.1. The Service Availability commitment does not apply to downtime or performance issues caused by:
 - (a) Scheduled Maintenance (with advance notice) or Emergency Maintenance;
 - (b) Customer's network, internet connectivity, VPN, firewall, browser, device, or internal systems;
 - (c) use of the Service with unsupported configurations, third-party tools, or environments not described in the Documentation;
 - (d) outages or failures of third-party services, hosting providers, data sources, or external APIs;
 - (e) issues that cannot be reproduced by Aithon using commercially reasonable efforts;
 - (f) power outages, telecommunications failures, or general internet disruption; or
 - (g) Customer's breach of this Agreement, the TOS, or the Use Restrictions.
- 3.2. No Service Credits will apply to downtime falling under the above exclusions.

4. Support Services

- 4.1. Support Hours: Monday – Friday, 9:00 AM – 8:00 PM EST, excluding public holidays.
- 4.2. Support Channels: Support requests must be submitted through Aithon's designated Email and Slack channels.
- 4.3. Customer Cooperation. Aithon's obligation to provide Support Services is conditioned upon Customer:
 - (a) making reasonable efforts to troubleshoot and identify the issue before requesting support;
 - (b) providing sufficient information, documentation, and access for Aithon to diagnose and address the issue;and

(c) maintaining its own systems, devices, network, and connectivity required to access the Service.

5. Response and Resolution Targets

Severity	Description	Response Time	Resolution Approach
Critical	Service unavailable for all users	≤ 4 business hours	Continuous effort until resolved
High	Major function impaired, no workaround	≤ 1 business day	Fix or workaround
Medium	Feature impaired; workaround exists	≤ 3 business days	Included in release cycle
Low	Minor / cosmetic issues	≤ 5 business days	Future enhancement cycle