
FLEETIX · LEGAL

Service Level Agreement

Availability and service commitments for FleetixLegal

Fleetix.ai LLC

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Los Angeles, CA 90017

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1. Availability

Fleetix will meet or exceed 99.5% uptime availability for the Service for every calendar month of the Term.

2. Fleetix Maintenance Policy

The Service is engineered with minimal downtime by design. There are occasions in which scheduled or emergency maintenance are required to maintain long-term service availability and will not be counted toward downtime. Fleetix will communicate scheduled maintenance and emergency maintenance which impacts service availability as appropriate.

3. Customer Obligations

Customer will act in good faith to support overall Service Availability and must maintain the following:

- Customer is utilizing Fleetix-approved generally available versions of the Service in Customer's production environment.
- Connected applications integrated into the Fleetix deployment must be current on payments, have their user access privileges always authorized, and always have their network availability up.
- Immediate access to Customer personnel or relevant third-party personnel who have access and authorization to act upon requests from Fleetix to reduce or resolve the impact of any unavailability event.

4. Exclusions

The following conditions are excluded from the calculation of monthly unavailability events:

- Features which are not under published general availability.
- Features specifically designated as excluded from the SLA, such as custom integrations.
- Actions or inaction on the part of the Customer or third party acting on behalf of the Customer which hinder or prevent restoration of Service Availability.
- Factors which are outside of Fleetix's reasonable control.
- Cloud provider or integrated application provider unavailability or outage events.

5. Service Credits

In the event Fleetix is unable to meet the availability target for a calendar month and Customer meets its obligations under this Agreement, the Customer may issue a request for Service Credits from Fleetix. Any request for Service Credits must be made by the Customer in writing to Fleetix by an authorized representative of the Customer. Any Service Credits awarded will be in the form of future service fees beyond the current Term.

6. Definitions

Capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Service Agreement.

Service Availability. The total number of minutes in a month, minus the number of minutes of Downtime in a month, divided by the total number of minutes in a month.

Downtime. The period of time in whole minutes where the Service is unavailable to all users of the Customer. Downtime does not include Scheduled or Emergency Maintenance and Exclusions (see above). Any period of downtime less than half of one minute will not be counted as Downtime.

Scheduled Maintenance. The period of time in minutes of unavailability of the Service which is used to conduct service maintenance activities. Scheduled Maintenance excludes normal operating maintenance activities that do not impact Customer's use of the Services.

Emergency Maintenance. The period of time in minutes of unavailability of the Service which is used to conduct maintenance activities which cannot be planned and may be used to address a security issue, prevent Service disruption, prevent data corruption, or comply with legislative requirements.

7. Contact

For questions about this SLA or to submit a Service Credit request, contact:

Fleetix.ai LLC Attn: Legal 1055 Wilshire Blvd, Suite 850, Room 8 Los Angeles, CA 90017 Email: legal@fleetix.ai