NEXUS

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SERVICE LEVEL AGREEMENT.

SCHEDULE · MANAGED SERVICES AND SUPPORT

DOC NO.	VERSION	STATUS
NXS-LEGAL-SLA	1.0 · 2026	Draft for counsel review

This Service Level Agreement ("SLA") applies to managed services, hosting, and support provided by Nexus Industrial Group, LLC ("Nexus") under the Master Services Agreement and a Statement of Work that references this SLA. Values below apply unless the SOW states different values.

SERVICE DETAILS · FROM THE SOW

CLIENT	_____
SOW NO.	_____
COVERED SYSTEMS	_____
SUPPORT TIER	☐ Standard ☐ Priority
SUPPORT START DATE	_____

01

SECTION

DEFINITIONS

AVAILABILITY	The percentage of minutes in a calendar month that a covered production system is reachable and functioning, excluding Excluded Downtime.
EXCLUDED DOWNTIME	Scheduled maintenance, emergency maintenance with notice, and downtime caused by the events listed in Section 06.

RESPONSE TIME	The time from Nexus receiving a support request through an approved channel until a qualified Nexus engineer acknowledges it and begins work.
RESOLUTION TARGET	The target time to restore service or provide a workaround, measured from response.
BUSINESS HOURS	8:00 a.m. to 6:00 p.m. U.S. Central Time, Monday to Friday, excluding U.S. federal holidays.

02

SECTION

AVAILABILITY COMMITMENT

Nexus will make each covered production system available at least 99.5% of each calendar month for Standard tier and 99.9% for Priority tier, where Nexus hosts or controls the infrastructure. Availability is measured by Nexus's monitoring tools.

TIER	MONTHLY AVAILABILITY	APPROX. ALLOWED DOWNTIME
Standard	99.5%	3 hr 39 min
Priority	99.9%	44 min

03

SECTION

SUPPORT SEVERITY AND RESPONSE

Client assigns an initial severity when reporting an issue. Nexus may adjust the severity, with notice, to match these definitions.

SEVERITY	DEFINITION	RESPONSE · STANDARD	RESPONSE · PRIORITY	RESOLUTION TARGET
1 · Critical	Production system down or unusable, no workaround	1 hr, 24×7	30 min, 24×7	4 hr
2 · High	Major function impaired, workaround limited	4 business hr	2 hr, 24×7	1 business day
3 · Medium	Function impaired, workaround available	1 business day	4 business hr	5 business days
4 · Low	Question, minor issue, or change request	2 business days	1 business day	Next scheduled release

04 SECTION

SUPPORT CHANNELS

Clients report issues through the Nexus support portal or support email listed in the SOW. Severity 1 issues must also be reported by phone at 713.282.7440 to start the response clock. Each report should include the system affected, a description, steps to reproduce, and business impact.

05 SECTION

MAINTENANCE

Nexus performs scheduled maintenance during a weekly window agreed in the SOW, with at least three (3) business days' notice. Nexus may perform emergency maintenance to address security vulnerabilities or prevent outages, with as much notice as practical.

06 SECTION

EXCLUSIONS

The commitments in this SLA do not apply to downtime or failures caused by:

- Client systems, networks, data, or third-party services that Nexus does not control.
- Client changes or instructions, or use of the system contrary to documentation.
- Outages of cloud, AI model, or hosting providers outside Nexus's reasonable control.
- Force majeure events as defined in the Agreement.
- Suspension of service under the Agreement, including for non-payment.

07 SECTION

SERVICE CREDITS

If Availability falls below the commitment in a calendar month, Client is entitled to a credit against the monthly managed services fee for the affected system:

AVAILABILITY ACHIEVED	CREDIT · % OF MONTHLY FEE
Below commitment, at or above 99.0%	5%
Below 99.0%, at or above 98.0%	10%
Below 98.0%	20%

Client must request a credit in writing within thirty (30) days after the end of the affected month. Credits are applied to the next invoice, are capped at 20% of the monthly fee, and are Client's sole remedy for failure to meet the availability commitment.

08

SECTION

REPORTING AND REVIEW

Nexus will provide a monthly service report covering availability, incidents by severity, response performance, and open items. The Parties will meet quarterly, or as stated in the SOW, to review service performance and planned changes.

09

SECTION

CLIENT RESPONSIBILITIES

Client will designate authorized contacts, provide timely access and information needed to resolve issues, maintain its own systems and networks, and follow the security responsibilities in Exhibit B (NXS-LEGAL-SEC).