



iMonnit Sensor Cloud Platform

Uptime Service Level Agreement

Effective Date: 1 Feb 2026

Document Owner: Business Relationship Manager

1. Agreement Overview

This iMonnit Platform Uptime Service Level Agreement ("Uptime SLA" or "Agreement") establishes the uptime commitments and remedies between MONNIT CORPORATION ("Service Provider" or "Provider" or "Monnit") and the Customer ("Customer") for the iMonnit SaaS platform ("Platform" or "Service"). This Agreement supplements and is incorporated into the Monnit Terms and Conditions and any applicable Technical Support Service Level Agreement. This Agreement defines the availability standards for the Platform, measurement methodologies, Service Credit remedies for failure to meet commitments, and exclusions from uptime calculations.

1.1 Definitions For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Downtime"** means any period during which the Platform is unavailable to Customer, meaning Customer is unable to access the Platform's core functionality (sensor data collection, monitoring, alerting, and reporting) due to a failure of Monnit's systems. Downtime is measured in minutes and calculated as set forth in Section 3.
- **"Monthly Uptime Percentage"** means the percentage of time during a calendar month that the Platform was available, calculated as: $[(\text{Total Minutes in Month} - \text{Downtime Minutes}) \div \text{Total Minutes in Month}] \times 100$.
- **"Service Credits"** means credits applied to Customer's account that may be used toward future monthly subscription fees for the iMonnit Platform.
- **"Scheduled Maintenance"** means planned maintenance, upgrades, or updates to the Platform that are announced to Customer at least twenty-four (24) hours in advance via email or the Platform notification system.

1.2 Scope of Services: This SLA applies solely to the iMonnit SaaS Platform's cloud-hosted services, including data ingestion, storage, alerting, and web/mobile interface availability. It does not apply to customers' on-premises hardware, third-party networks, or any Customer-deployed equipment.

2. Uptime Commitment

Provider commits to maintain a Monthly Uptime Percentage of at least 99.0% for the Platform during each calendar month, subject to the exclusions set forth in Section 4. If Provider fails to meet the 99.0% uptime commitment in any calendar month, Customer shall be entitled to Service Credits as set forth in Section 5, which shall constitute Customer's sole and exclusive remedy for such failure.



Disclaimer: Provider does not guarantee uninterrupted or error-free operation of the Platform and does not represent that the Platform will meet all of Customer's requirements. This SLA covers uptime only as specifically defined herein.

3. Uptime Measurement

3.1 Measurement Methodology Monthly Uptime Percentage is calculated using Provider's internal monitoring systems, which perform automated health checks of the Platform every sixty (60) seconds from multiple geographic locations.

Uptime statistics may be audited using Provider's internal monitoring tools and publicly posted data from the Platform status page.

An availability failure is recorded when:

- Three (3) minutes of consecutive health checks from different geographic monitoring locations fail to receive a valid response from the Platform; and
- The failure is not attributable to any cause listed in Section 4 (Exclusions).

Downtime begins when the third consecutive failed health check is recorded and ends when three (3) consecutive successful health checks are recorded.

No Guarantee of Sensor or Network Availability: This SLA covers only Monnit-hosted backend cloud services. It does not guarantee availability of wireless sensor networks, customer gateways, carrier networks, or internet connectivity.

4. Exclusions from Uptime Calculations

The following shall be excluded from Downtime calculations and shall not count against the Monthly Uptime Percentage:

- **Scheduled Maintenance:** Planned maintenance windows announced at least twenty-four (24) hours in advance, not to exceed eight (8) hours per month in aggregate;
- **Emergency Maintenance:** Unplanned maintenance required to address critical security vulnerabilities or prevent imminent service failures, provided Provider uses commercially reasonable efforts to notify Customer and minimize duration;
- **Customer Actions:** Unavailability caused by Customer's misuse of the Platform, Customer's equipment or network, Customer's failure to follow documented procedures, or Customer's breach of the Terms and Conditions;
- **Third-Party Services:** Failures of third-party services, networks, or infrastructure not within Provider's direct control, including wireless carriers, internet service providers, DNS providers, or Customer's network connectivity;
- **Force Majeure:** Events beyond Provider's reasonable control, including acts of God, natural disasters, wars, terrorism, pandemics, government actions, labor disputes, or widespread internet outages;
- **Suspension for Non-Payment:** Service suspension due to Customer's failure to pay amounts due;



- **Beta Features:** Unavailability of features designated as "beta," "preview," "experimental," or similar designations;
- **Partial Degradation:** Performance degradation that does not constitute complete unavailability of core functionality, unless such degradation results in the Customer being unable to access sensor data, receive alerts, or generate reports for a continuous period exceeding fifteen (15) minutes.
- **Migration or Major Release Windows:** Service interruptions arising from major platform upgrades, data migrations, or infrastructure transitions—where Provider has given reasonable prior notice—are excluded from Downtime calculations.
- **No Credit for Partial Feature Disruption:** Minor feature unavailability or latency that does not prevent access to core functionality shall not be considered Downtime unless otherwise stated.

5. Service Credits for Uptime Failures

5.1 Service Credit Schedule If Provider fails to achieve the Monthly Uptime Percentage commitment in any calendar month, Customer shall be entitled to Service Credits calculated as a percentage of the applicable month's subscription fees according to the following schedule:

- **Monthly Uptime Percentage of 98.0% to <99.0%:** 15% Service Credit
- **Monthly Uptime Percentage of 95.0% to <98.0%:** 25% Service Credit
- **Monthly Uptime Percentage of 80.0% to <95.0%:** 50% Service Credit
- **Monthly Uptime Percentage of 65.0% to <80.0%:** 75% Service Credit
- **Monthly Uptime Percentage of <65.0%:** 100% Service Credit (one month of subscription fees)

Service Credits are calculated based on the total monthly subscription fees paid by Customer for the iMonnit Platform during the month in which the uptime failure occurred. Service Credits shall be applied to the Customer's account for use toward future monthly subscription fees and are not redeemable for cash.

5.2 Service Credit Limitations Service Credits are subject to the following limitations:

- Maximum aggregate Service Credits for any single calendar month shall not exceed 100% of that month's subscription fees;
- Service Credits do not carry over to subsequent months and expire if not used within twelve (12) months of issuance;
- Service Credits may not be transferred to another Customer account;
- Service Credits are not available to Customers whose accounts are not in good standing or who are in material breach of the Terms and Conditions.
- Service Credit Claim Limit: Service Credit claims for different events within the same calendar month will be aggregated and processed as a single claim.

5.3 Claim Process for Service Credits To receive Service Credits for failure to meet the Monthly Uptime Percentage, Customer must submit a claim through the Monnit



Support Portal at <https://monnit.atlassian.net/servicedesk/customer/portal/1> or via email to support@monnit.com within thirty (30) calendar days of the end of the month in which the uptime failure occurred.

The claim must specify:

- The Customer's name and account number;
- The calendar month for which Service Credits are claimed;
- The dates and times of observed unavailability (if known); and
- Logs, screenshots, or other documentation reasonably evidencing the claimed unavailability (if available).

Upon receipt of a properly submitted Service Credit claim, Monnit will review the claim against its monitoring data and respond within fifteen (15) business days. If the claim is approved, Monnit will apply the appropriate Service Credit to the Customer's account within thirty (30) days. Failure to submit a claim within the thirty (30) day period shall constitute a waiver of Customer's right to receive Service Credits for that particular month.

5.4 Exclusive Remedy Service Credits constitute Customer's sole and exclusive remedy, and Provider's sole and exclusive liability, for any failure by Provider to meet the Monthly Uptime Percentage commitment set forth in Section 2. Customer may not pursue any other remedy, whether at law or in equity, for Provider's failure to meet such uptime commitment, including without limitation damages for lost profits, business interruption, or loss of data, or specific performance, or termination of the applicable agreement based solely on such uptime failure. This limitation does not apply to claims arising from Provider's gross negligence, willful misconduct, or breach of other provisions of the Terms and Conditions unrelated to uptime.

6. Provider Responsibilities

In support of this Agreement, Provider commits to:

- **Monitoring:** Continuously monitor Platform availability using automated systems;
- **Incident Response:** Respond to and work to resolve Platform outages as promptly as reasonably practicable;
- **Scheduled Maintenance Notice:** Provide at least twenty-four (24) hours advance notice of Scheduled Maintenance via email or Platform notification;
- **Status Communication:** Maintain a public status page at status.monnit.com displaying current Platform status and historical uptime data;
- **Incident Updates:** During Platform outages affecting multiple customers, provide periodic updates via the status page.
- **Mutual Cooperation:** Provider and Customer will cooperate in good faith to identify root causes of outages, including timely exchange of diagnostic information relevant to the incident.

7. Customer Responsibilities

Customer responsibilities in support of this Agreement include:



- **Timely Claims:** Submit Service Credit claims within the time periods specified in Section 5.3;
- **Proper Use:** Use the Platform in accordance with the Terms and Conditions and applicable documentation;
- **Contact Information:** Maintain current contact information to receive maintenance notifications and status updates;
- **Payment:** Maintain account in good standing with timely payment of all subscription fees.

8. Term and Review

This Agreement is effective as of the Effective Date stated herein and shall remain in effect until superseded by a revised agreement or until termination of Customer's subscription to the iMonnit Platform. Either party may request a review of this Agreement at any time. Any amendments require mutual written agreement and shall be communicated to all affected parties. The Business Relationship Manager of Monnit Corporation is responsible for facilitating reviews and updates to this Agreement.

SLA Revision and Notice Period: Provider may update this SLA with thirty (30) days' advance notice. Continued use of the Platform after the effective date of any update constitutes acceptance of the revised SLA.

9. Relationship to Other Agreements

This Agreement supplements the Monnit Terms and Conditions and any applicable Technical Support Service Level Agreement. In the event of conflict between this Agreement and the Terms and Conditions regarding uptime commitments and remedies, this Agreement shall control. All other terms of the Terms and Conditions remain in full force and effect. This Agreement does not supersede or modify the limitation of liability provisions set forth in the Terms and Conditions, which remain applicable to all claims not specifically addressed by the exclusive remedy provisions of Section 5.4.