

Intelligent Document Engine for Fast Food

Customer Service Level Agreement (SLA) for Subscription-Based SaaS Product

1. Introduction

This Service Level Agreement ("SLA") outlines the terms and conditions governing the service levels provided by **Melio AI Inc** ("Service Provider") to **[Customer]** ("Customer") for the subscription-based Intelligent Document Engine, delivered via API as a Software-as-a-Service (SaaS) product as well as an Application.

2. Services Covered

- API access to Intelligent Document Engine per subscription tier (Starter, Standard, Advanced)
 - Simple web application access to Intelligent Document Engine
 - Support services (see Section 6)
 - Periodic updates and maintenance
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3. Subscription Service Levels

Starter Subscription:

- 1,000 credits/units
- API access
- Simple web app for testing
- Basic support plan

Standard Subscription:

- 7,500 credits/units
- API access
- Simple web app for testing
- Priority support plan

Advanced Subscription:

- 25,000 credits/units
 - API access
 - Simple web app for testing
 - Priority support plan
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4. Key Performance Indicators (KPIs)

4.1 Uptime

- AI Services: **98.0%** per month
- Backend APIs: **98.0%** per month
- Web Application: **98.0%** per month

Uptime Calculation:

$(\text{Total minutes} - \text{Downtime minutes}) / \text{Total minutes} * 100$

4.2 Downtime

- **Downtime Definition:** Any period during which the Customer cannot access the API due to failures within the Service Provider's infrastructure.
- **Scheduled Maintenance:** Will not be counted as downtime if the Customer is notified at least **48 hours in advance** and maintenance is scheduled outside of peak hours (defined in the subscription agreement).
- **Unscheduled Downtime:** If the service is unavailable without prior notification, this will be considered unplanned downtime.

- Includes:
 - API inaccessibility due to Service Provider infrastructure failure
 - Web Application not available
 - Unscheduled outages across Web Application and AI Services
 - Third Party AI services such as Open AI, Amazon Bedrock etc.
- Excludes:
 - Planned scheduled maintenance

4.3 Latency

- AI Services APIs: Asynchronous Average < 3s, Max Timeout = 15s

5. Response and Resolution Times

Severity 1 – Critical: Complete outage

	First Response	Update Frequency	Resolve Target
Starter	2 hrs	Every 2 hours	< 12 hrs
Standard	2 hrs	Every 2 hours	< 12 hrs
Advanced	2 hrs	Every 2 hours	< 12 hrs

Severity 2 – High: Major impairment

	First Response	Update Frequency	Resolve Target
Starter	4 hrs	Every 4 hours	1 - 2 days
Standard	4 hrs	Every 4 hours	1 - 2 days
Advanced	4 hrs	Every 4 hours	1 - 2 days

Severity 3 – Medium: Minor functionality

	First Response	Update Frequency	Resolve Target
Starter	8 hrs	Daily	2 - 5 days
Standard	8 hrs	Daily	2 - 5 days

Advanced	8 hrs	Daily	2 - 5 days
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Severity 4 – Low: General inquiries

	First Response	Update Frequency	Resolve Target
Starter	24 hrs	Weekly	5 - 10 days
Standard	24 hrs	Weekly	5 - 10 days
Advanced	24 hrs	Weekly	5 - 10 days

6. Support Services

6.1 Support Availability

- **Basic (Starter):**
 - Support via email or Highwind support ticket process
 - Coverage during business hours (09:00 – 17:00 SAST, Mon–Fri)
 - Escalation available via Email
- **Priority Support (Standard, Advanced):**
 - Prioritised response for support requests
 - 24/5 coverage across email, chat (Discord / WhatsApp), and ticketing
 - Designated account manager for ongoing support

6.2 Priority Levels

Critical issues (Severity 1) get top priority regardless of support plan.

7. Service Credits

7.1 Uptime Credits

Monthly Uptime %	Starter & Standard Credit	Advanced Credit
≥ 98%	No credit	No credit
95% – 97.9%	5% of monthly fee	10% of monthly fee

Monthly Uptime %	Starter & Standard Credit	Advanced Credit
90% – 94.9%	10% of monthly fee	15% of monthly fee
< 90%	15% of monthly fee (max)	25% of monthly fee (max)

7.2 Credit Application

- Credits are applied to the Customer’s next subscription invoice.
- Credits are capped at **15% for Starter & Standard** and **25% for Advanced** of the monthly subscription fee.
- Credits are the sole and exclusive remedy for failure to meet uptime commitments.

8. Termination Clauses

8.1 Termination for SLA Breach

The Customer has the right to terminate the subscription and SLA under the following conditions:

- Uptime falls below **95%** for three consecutive months.
- The Service Provider fails to resolve **Severity 1** issues in the stipulated timeframe for more than **three incidents** in a rolling six-month period.

8.2 Termination Notice

The Customer may terminate the agreement with **30 days' written notice**, specifying the reasons for termination.

8.3 Subscription Cancellation

The Customer may cancel their subscription for convenience with **30 days' notice**. Upon cancellation, the service will remain active until the end of the current billing cycle.

8.4 Early Termination Penalties

If the Customer terminates the service before the end of a contracted term (for annual or multi-year agreements), an early termination fee equivalent to **50% of**

the remaining subscription fees will apply.

9. Exclusions

The Service Provider is not liable for SLA violations or failures to perform due to:

- Issues caused by the Customer's misuse or misconfiguration of the service.
 - External factors such as internet service provider failures or third-party API outages.
 - Force Majeure events, including but not limited to natural disasters, acts of terrorism, and other uncontrollable events.
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10. Amendments

This SLA may be amended from time to time by the Service Provider to reflect improvements in service or changes in business needs. Customers will be notified of changes with **30 days' notice** prior to implementation.