

Service Level Agreement

Our commitments for availability and support — what we promise, how we measure it, and what happens if we fall short.

Document	Version	Effective date	Last updated
Service Level Agreement	1.0	August 1, 2026	July 28, 2026

ⓘ This is the current published version. It is incorporated into the [Master Services Agreement](#); where an Order specifies different availability or response commitments, that Order controls for the engagement it covers. Questions: dougc@charb-tech.com.

This Service Level Agreement (the “**SLA**”) describes the availability and support commitments that Charbonneau Technologies (the “**Company**”) provides for hosted Deployments of the Software. It is incorporated into and governed by the [Master Services Agreement](#) (the “**Agreement**”) between the Company and the Client. Capitalized terms not defined here have the meanings given in the Agreement.

1. Overview

This SLA applies to Client Deployments that the Company hosts and operates under an active Order. It does not apply to on-premises installations managed by the Client, to beta or trial services, or to services expressly excluded in an Order. The commitments in this SLA are the Company’s service-level obligations, and the service credits in Section 9 are the Client’s sole and exclusive remedy for the Company’s failure to meet them.

2. Definitions

- **“Available”** means the Client’s Deployment is accessible and able to process transactions materially as intended.
- **“Downtime”** means a period during which the Deployment is not Available, measured in minutes, excluding any period covered by Section 8 (Exclusions).
- **“Monthly Uptime Percentage”** means total minutes in a calendar month minus Downtime minutes, divided by total minutes in the month, expressed as a percentage.
- **“Incident”** means a reproducible failure of the Deployment to operate materially in accordance with the Documentation.
- **“Severity”** means the classification of an Incident as defined in Section 6.
- **“Business Hours”** means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding U.S. public holidays.

3. Availability Commitment

The Company will use commercially reasonable efforts to make each hosted Deployment Available at a Monthly Uptime Percentage of at least 99.5% (the **“Availability Target”**). A Monthly Uptime Percentage of 99.5% corresponds to approximately 3 hours and 39 minutes of Downtime in a 30-day month.

Because each Client runs on a dedicated, single-tenant Deployment, availability is measured per Deployment rather than across a shared platform.

4. Measurement & Reporting

Availability is measured by the Company’s CT Monitoring service, which performs continuous health checks (heartbeats), captures error events, and records operational metrics for each Deployment. On the Client’s reasonable request, the Company will provide a summary of the Monthly Uptime Percentage for a given month. The

Company's monitoring records are the authoritative source for availability measurement, absent manifest error.

5. Support Hours & Channels

The Company provides support during Business Hours by email at dougc@charb-tech.com and through any additional channels stated in the Order. For Severity 1 Incidents, the Company will use reasonable efforts to respond outside Business Hours where the Client has designated the Incident as an emergency using the method specified in the Order. Support covers assistance with configuration, defect diagnosis and correction, and questions about use of the Software; it does not include net-new development or professional services, which are handled under a separate Order.

6. Response & Resolution Targets

The Company classifies Incidents by Severity and uses reasonable efforts to meet the following target response times, measured from when the Company receives a properly reported Incident. Response time refers to the Company's initial substantive response and the start of diagnostic work, not to full resolution.

- **Severity 1 — Critical.** The Deployment is down or a critical function is unusable with no reasonable workaround. Target response: within 2 Business Hours; reasonable efforts outside Business Hours for designated emergencies.
- **Severity 2 — Major.** A major function is significantly impaired but the Deployment remains usable. Target response: within 4 Business Hours.
- **Severity 3 — Minor.** A minor issue or a problem with a reasonable workaround. Target response: within 1 Business Day.
- **Severity 4 — Request.** A question or non-urgent request. Target response: within 3 Business Days.

The Company will work Incidents diligently toward resolution based on Severity. Because resolution time depends on the nature of an Incident, the targets above are response commitments, not guaranteed resolution times.

7. Maintenance Windows

The Company may perform scheduled maintenance that requires the Deployment to be temporarily unavailable. The Company will use reasonable efforts to schedule such maintenance outside Business Hours and to provide at least 48 hours advance notice. Time during scheduled maintenance conducted in accordance with this Section, and during urgent maintenance reasonably required to preserve security or integrity, is excluded from Downtime.

8. Exclusions

Downtime does not include, and the Availability Target does not apply to, unavailability caused by:

- Scheduled or urgent maintenance conducted in accordance with Section 7;
 - Factors outside the Company's reasonable control, including events described in the force majeure section of the Agreement;
 - Failures of third-party services, networks, or infrastructure not operated by the Company (for example, QuickBooks Online, Microsoft services, or the Client's internet connectivity);
 - The Client's or its users' acts, omissions, equipment, software, or configuration changes; or
 - Suspension of Services in accordance with the Agreement (for example, for non-payment).
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9. Service Credits

If the Monthly Uptime Percentage for a hosted Deployment falls below the Availability Target in a calendar month, the Client may request a service credit calculated as a percentage of the monthly hosting fee for that Deployment:

- Below 99.5% but at or above 99.0%: 5% credit

- Below 99.0% but at or above 95.0%: 10% credit
- Below 95.0%: 25% credit

To receive a credit, the Client must request it in writing within thirty (30) days after the end of the affected month. Credits are applied against future fees, are not redeemable for cash, and in any month will not exceed 100% of that month's hosting fee for the affected Deployment. Service credits are the Client's sole and exclusive remedy for failure to meet the Availability Target.

10. Escalation

If a Severity 1 or Severity 2 Incident is not progressing to the Client's reasonable satisfaction, the Client may escalate by contacting the Company directly and requesting escalation. Given the Company's owner-operated model, escalated Incidents receive the direct attention of the Company's principal. The Parties will maintain current contact details for escalation in the Order or by written notice.

11. Review & Changes

The Company may update this SLA from time to time. Material changes that reduce the commitments applicable to an active Order will not take effect for that Order until its next renewal, unless the Parties agree otherwise in writing. The Parties may review service levels periodically and adjust them by written agreement.

Questions about this document? Email doug@charb-tech.com or call 678-387-7659.