General Service Level Agreement (SLA) for JAS Remote Monitoring Software

Rev B - Effective Date/Last Updated: 4/22/2024

This Remote Monitoring Software Service Level Agreement (the "Agreement" or “SLA”) is made and entered into as of the **[DATE]** by and between **[CUSTOMER NAME]**, a [STATE] corporation (the "Customer"), and **Jensen Applied Sciences LLC** (DBA “JAS Monitoring”), a Minnesota Limited Liability Company (the "Company").

WHEREAS, Company provides software for remote equipment/machine monitoring and hardware integration services ("Services").

WHEREAS, Customer desires to utilize the Services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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1. Services

Company agrees to provide Customer with access to the Services, which include:

1.1. Software

1.1.1. Cloud-based software for remote equipment/machine monitoring.

1.1.2. Integration services via API for bringing the Customer’s equipment data into the above software.

1.2. Hardware

1.2.1. Sensors and other devices used to collect data from your equipment/machines.

1.2.2. Integration services for retrofitting equipment/machines with the above.

1.3. Related Services

1.3.1. Technical support, data analysis tools, and other services related to the use of the software and hardware.

2. Customer Responsibilities

Customer agrees to:

2.1. Provide Company with all necessary information and access to equipment/machines for integration (if applicable).

2.2. Comply with all applicable laws and regulations regarding data collection and use.

2.3. Report any issues with the Services promptly to the Company.

3. Service Level Commitments

The Company agrees to uphold the following commitments:

3.1. Uptime

3.1.1. The Company will, on a best effort basis, attempt to ensure that the Services are available at least **99.5%** of the time in any calendar month.

3.1.1.1. The Company's services rely on large and trusted external hosting and connectivity providers. As such, the Company does not have complete control over downtime.

3.1.1.2. The Company will make reasonable efforts to minimize downtime and to restore service as quickly as possible in the event of an outage. However, the Company cannot guarantee that downtime will never occur.

3.1.1.3. The Customer agrees that the Company will not be liable for any damages resulting from downtime, except to the extent that the Company's negligence or willful misconduct caused the downtime.

3.2. Response Time

3.2.1. The Company will use commercially reasonable efforts to respond to Customer support tickets within **24** business hours.

3.3. Data Security

3.3.1. The Company will protect Customer's data in accordance with the following security measures via Google Cloud and/or Amazon Web Services:

3.3.1.1. Data will be stored in a secure data center.

3.3.1.2. Data will be encrypted at rest and in transit.

3.3.1.3. Data access will be restricted to authorized personnel.

3.3.2. The Company has taken all reasonable steps to prevent a data breach. However, in the unlikely event that a data breach does occur, the Company will not be liable for any damages resulting from such breach, except to the extent that the Company's negligence or willful misconduct caused the breach.

3.3.2.1. The Company's liability for a data breach is limited to the following:

3.3.2.1.1. The Company will provide the Customer with prompt notice of any data breach.

3.3.2.1.2. The Company will work with the Customer to investigate the data breach and take steps to mitigate any damage.

4. Exclusions

The Company shall not be liable for any downtime or service disruptions caused by:

4.1. Scheduled maintenance.

4.2. Force Majeure events, including but not limited to, natural disasters, power outages, internet outages, or acts of war.

4.3. Customer actions or omissions, including hardware or software failures not caused by the Company.

5. Term and Termination

5.1. This SLA shall commence on the Effective Date and shall remain in effect for a period of 3 year(s) (or as specified in the main agreement). This SLA may be renewed for additional terms upon mutual written agreement of the parties.

5.2. This SLA may be terminated by either party upon 30 days written notice to the other party in the event of a material breach that is not cured within 30 days after written notice.

6. Terms of Service Acknowledgement

This Service Level Agreement ("SLA") is supplemental to and does not supersede the Company's standard Terms of Service ("TOS"). Customer acknowledges that it has reviewed and agreed to the TOS, which can be found here: https://jasmonitoring.com/legal.

7. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS SLA OR THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Entire Agreement

This SLA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Governing Law

This SLA shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

10. Amendments

This SLA may be amended only by a writing signed by both parties.

11. Severability

If any provision of this SLA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

12. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered.

13. Contact Us

If you have any questions about this Service Level Agreement, please contact us at Team@JensenAppliedSciences.com.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[CUSTOMER NAME]	**[CUSTOMER SIGNATURE]**
[COMPANY NAME]	**[COMPANY SIGNATURE]**

JAS Monitoring reserves the right to modify this General SLA at any time without prior notice.