

SERVICE LEVEL AGREEMENT

Technical Support, Maintenance & Hosted Services

Last Updated: May 4, 2026

This Service Level Agreement (“**SLA**”) is entered into as of the Effective Date set forth below by and between:

Provider:

Armagh Cash Register Limited

operating as Armagh POS Solutions

180 Dundurn Street South, Hamilton, Ontario, Canada L8P 4K3

(“*Provider*”, “*Armagh*”, “*we*”, or “*us*”)

and

Customer:

[Customer Legal Name]

operating as **[Customer Operating As Name]**

[Customer Address, City, Province, Postal Code]

(“*Customer*”, “*you*”, or “*your*”)

Effective Date: [Insert Date, e.g., MM/DD/YYYY or upon execution of applicable Sales Order]

1. Introduction and Purpose

This SLA defines the service levels, performance standards, responsibilities, and remedies applicable to the technical support, maintenance, and hosted POS platform services (collectively, the “**Services**”) provided by Provider to Customer under the applicable Master Services Agreement, Sales Order, or other contract between the parties (the “**Underlying Agreement**”).

The goal of this SLA is to ensure transparent expectations, reliable support for your retail, grocery, or restaurant operations, and continuous improvement in service delivery.

Provider commits to using commercially reasonable efforts to deliver the **Services** and meet the targets described herein. However, Provider does not guarantee uninterrupted availability, specific response times, or error-free operation. Many factors affecting performance (including Customer’s environment, third-party systems, and network conditions) are outside Provider’s reasonable control.

2. Definitions

For purposes of this SLA:

- “**Availability**” means the percentage of time during a calendar month that the Hosted POS Platform (if subscribed) is operational and accessible to Customer, excluding Excused Downtime.
- “**Business Day**” means any day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario.
- “**Downtime**” means periods during which the Hosted POS Platform is unavailable for use by Customer due to a failure of Provider’s systems or infrastructure.

- “**Excused Downtime**” means Downtime caused by: (a) scheduled maintenance with at least 48 hours’ prior notice; (b) Customer’s acts or omissions; (c) Customer’s network, hardware, or third-party software; (d) internet or telecommunications provider failures; (e) payment processor or gateway outages; or (f) Force Majeure events.
- “**Force Majeure**” means events beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.
- “**Incident**” means any event that disrupts or degrades the normal operation of the Services.
- “**Initial Response Time**” means the target time from when Provider receives a properly submitted support ticket (via phone, email, or portal) until the first meaningful response acknowledging the issue and assigning a priority. These are targets, not guarantees.
- “**Resolution Time**” means the target time from Initial Response until the Incident is resolved or a satisfactory workaround is provided. These are targets, not guarantees.
- “**Underlying Agreement**” means any of the documents (which may or may not include the purchase agreements, software vendor End User License Agreement (EULA), software and/or hardware vendor services agreements – including “Software as a Service” (SaaS) and “Point of Sale as a Service” (PaaS), Quotations, and Armagh Master Agreement) which constitute the Point of Sale System Agreements.

3. Scope of Services

This SLA applies to the following Services (specific inclusions depend on the Sales Order or package purchased):

- 24/7 Technical Support: Phone, email, and remote assistance for POS software, hardware troubleshooting, configuration, and operational issues.
- Software Maintenance: Installation of approved updates, patches, and bug fixes for supported POS applications.
- Hosted/Cloud POS Platform (if subscribed): Monitoring, uptime, and availability of Provider-hosted components.
- Preventative Maintenance Guidance: Recommendations and remote checks to maintain system performance.
- Training & Onboarding Support: Initial and ongoing guidance (subject to separate training packages).

Note: On-site visits, major hardware repairs/replacements, custom development, and integration with unsupported third-party systems are generally outside the scope of this SLA and may be billable or covered under separate agreements.

4. Service Levels and Performance Standards

4.1 Hosted POS Platform Availability (if applicable)

Provider will use **commercially reasonable efforts** to maintain high availability of the Hosted POS Platform (if subscribed). Provider does not guarantee uninterrupted service or any specific availability percentage.

Provider will use commercially reasonable efforts to schedule maintenance during low-impact windows (typically 2:00 AM – 6:00 AM Eastern Time) with advance notice where practicable, and to minimize impact on Customer operations.

Customer acknowledges that the Hosted POS Platform may experience downtime due to factors outside Provider's reasonable control, including but not limited to internet connectivity, third-party payment processors, Customer's hardware/network, and Force Majeure events.

4.2 Technical Support Response and Resolution Times

Support is available **24 hours per day, 7 days per week, 365 days per year** (excluding Christmas Day, Good Friday, and New Years Day). The targets below represent Provider's internal goals. Provider will use commercially reasonable efforts to respond to and resolve Incidents in accordance with the priority levels, but does not guarantee specific response or resolution times.

Priority	Description & Examples	Target Initial Response	Target Resolution / Workaround	Target Status Updates
P1 – Critical (Show Stopper)	Complete system outage preventing all sales transactions at one or more locations. No workaround available. (e.g., all terminals down, payment processing completely failed)	15 minutes	2 hours (or viable workaround)	Every 30 minutes
P2 – High (High Impact)	Major functionality impaired with significant operational impact. Workaround may exist but is inefficient. (e.g., multiple terminals affected, inventory sync failure, payment processing degraded)	30 minutes	3 hours	Every 1 hours or as agreed
P3 – Medium (Medium Impact)	Partial loss of functionality or performance issues affecting some operations. Workaround readily available. (e.g., single terminal or peripheral issue, report generation problems, minor configuration errors)	1 hours	8 hours to Next Business Day	Every 8 hours or as agreed
P4 – Low (Routine)	General questions, minor issues, feature requests, or non-urgent configuration assistance. Little to no operational impact.	Next Business Day	3-5 Business Days or as needed	As needed

Provider will use commercially reasonable efforts to meet or exceed these targets. Response and resolution times are targets, not guarantees. Complex issues, environments, locations, may require additional time for investigation, testing, or escalation to vendors. Critical events must be reported via the 1-888-528-5903 for Initial Response Targets to apply.

5. Measurement, Monitoring, and Reporting

Provider monitors system performance and support metrics on an ongoing basis. Upon request Provider will provide a summary report including:

- Actual Availability percentage for the Hosted POS Platform (if applicable)
- Number of Incidents by priority and average response/resolution times
- Any SLA missed targets
- Key recommendations for system optimization

6. Remedies

Provider is committed to delivering high-quality support and will use commercially reasonable efforts to meet the service level targets set out in this SLA. However, because many factors affecting performance are outside Provider's reasonable control, Provider does not guarantee achievement of specific targets.

In the event of a material or repeated failure to meet the targets (other than due to Excused Downtime or factors outside Provider's reasonable control), Provider will, upon Customer's written request:

- Escalate the matter internally for senior management review;
- Work with Customer in good faith to identify root causes and implement corrective actions.

At its sole discretion, Provider may offer remedies such as extended support, or other accommodations on a case-by-case basis. Any such remedies are provided as a courtesy and do not constitute an admission of liability or create any contractual entitlement. Provider's good-faith efforts to resolve issues and maintain a strong customer relationship are the primary remedies under this SLA.

7. Customer Responsibilities

To enable Provider to deliver the Services effectively, Customer agrees to:

- Designate knowledgeable primary and backup contacts authorized to request support and make decisions.
- Provide accurate, complete, and timely information when reporting Incidents (including screenshots, error messages, steps to reproduce, and recent changes).
- Maintain current backups of all critical data and configurations (Provider is not responsible for data loss unless caused by Provider's gross negligence).
- Ensure stable power, network connectivity, and compatible hardware/environment as specified by Provider.
- Promptly install recommended updates and follow security best practices.
- Pay all applicable fees on time as per the Underlying Agreement.

8. Provider Responsibilities

Provider commits to:

- Employ qualified, trained technical staff with knowledge of the supported POS systems.
- Use commercially reasonable efforts to meet the service levels outlined herein.
- Maintain the security of hosted systems and comply with applicable PCI-DSS requirements for payment processing environments under Provider's control.
- Protect Customer's confidential information in accordance with the confidentiality provisions of the Underlying Agreement and applicable Canadian privacy laws (including PIPEDA).
- Provide advance notice of scheduled maintenance and major system changes.

9. Exclusions and Limitations

This SLA and the service levels herein do not apply to, and Provider shall have no liability for, any failure or delay resulting from:

- Customer-caused issues (e.g., improper use, unauthorized modifications, failure to follow instructions, or inadequate training of staff).

- Third-party hardware, software, networks, payment processors, or services not directly managed by Provider.
- Force Majeure events.
- Issues arising from Customer's failure to maintain required hardware, operating systems, or security updates.
- Scheduled or emergency maintenance (with notice where practicable).
- Any services or deliverables outside the scope defined in Section 3 or the applicable Sales Order.

10. Term, Termination, and Amendment

This SLA commences on the Effective Date and continues for the term of the Underlying Agreement (including any renewals). Either party may terminate this SLA for material breach by the other party upon 30 days' written notice if the breach is not cured within such period. Upon termination or expiration of the Underlying Agreement, this SLA automatically terminates.

This SLA may only be amended by a written instrument signed by authorized representatives of both parties. Provider reserves the right to update service level targets from time to time; material changes will be communicated with reasonable notice and apply prospectively.

11. Governing Law and Dispute Resolution

This SLA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any dispute arising out of or relating to this SLA shall be resolved exclusively in the courts of the Province of Ontario sitting in the City of Hamilton or Toronto, and each party irrevocably attorns to the jurisdiction of such courts.

12. General Provisions

This SLA, together with the Underlying Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements. If any provision of this SLA is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Neither party may assign this SLA without the prior written consent of the other, except that Provider may assign to an affiliate or successor in connection with a merger or sale of substantially all assets. This SLA may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement as of the Effective Date.

Signature Page Follows

PROVIDER: Armagh Cash Register Limited o/a Armagh POS Solutions

Per: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: [Customer Legal Name]

o/a [Customer Operating As Name]

Per: _____
Name: _____
Title: _____
Date: _____

— End of Service Level Agreement —

Armagh POS Solutions — Remarkable POS solutions for retail, grocery & hospitality since 1979.