

SERVICE LEVEL AGREEMENT (SLA)

MX12 LLC

Effective Date: May 19, 2026

Company: MX12 LLC, Delaware Limited Liability Company

Website: mirrax12.world

Governing Law: State of Delaware, USA (Delaware Code Title 6)

1. LEGAL STATUS AND PRIORITY

1.1 This SLA is an integral addendum to the MSA and applies exclusively within the framework of an active agreement and the corresponding SOW.

1.2 This SLA does not create independent obligations and does not expand the Company's liability beyond what is expressly provided in the MSA.

1.3 In the event of conflict between this SLA and the MSA — the MSA prevails. In the event of conflict between this SLA and the SOW regarding specific metrics — the SOW prevails.

1.4 The document hierarchy is defined in MX12's Terms of Service and applies in full.

2. SERVICE PERFORMANCE STANDARD

2.1 The Company commits to applying commercially reasonable efforts to provide Services in accordance with the metrics of this SLA.

2.2 Services are provided subject to technological dependency on third-party platforms (Zendesk, Intercom, Freshdesk, Gorgias, HubSpot, Google Gemini, and others). Failures of such platforms constitute Force Majeure and are not counted as MX12 service downtime.

2.3 The Company does not guarantee: uninterrupted service delivery; absence of technical failures; achievement of specific business results; compliance with the Client's subjective expectations; effectiveness of the AI widget for the Client's specific business objectives.

3. SERVICE AVAILABILITY

3.1 Target Availability (Uptime SLA):

Channel	Target	Billing Period
Live chat / tickets	99.0%	Calendar month
Email	99.0%	Calendar month
VoIP/SIP	98.5%	Calendar month
AI widget (Google Gemini)	97.0% *	Calendar month

*AI widget availability depends on Google Gemini API uptime. The 97% target reflects a reasonable commercial standard accounting for dependency on an external platform. Upon Google Gemini API unavailability, inquiries are automatically routed to live operators where technically possible.

Incorrect or inaccurate AI widget responses do not constitute service unavailability (Downtime) and are not counted in availability calculations provided the widget interface is technically capable of sending and receiving messages.

3.2 Availability Calculation:

Availability (%) = ((Total Time — Downtime) / Total Time) × 100

Calculation is based on data from the Company's internal monitoring systems. Upon a substantiated written objection from the Client within seven (7) days of receiving a report — the Parties shall conduct a joint review within ten (10) business days. If agreement is not reached — the matter is referred for resolution pursuant to Section 13.

3.3 Exclusions from Downtime Calculation. The following periods are not included in downtime calculations: actions or omissions of the Client; configuration errors on the Client's side; failures of third-party platforms (including Google Gemini, Zendesk, HubSpot, and others); telecommunications operator actions; cyberattacks and DDoS; scheduled

maintenance (with 48-hour notice); Force Majeure circumstances; unavailability of the Client's API or credentials.

4. RESPONSE AND RESOLUTION TIMES

4.1 Incident Classification and Target Timelines:

Priority	Description	Response Time	Target Resolution
P1 Critical	— Complete service unavailability, all channels down	30 minutes	4 hours
P2 — High	One channel unavailable or degradation > 50%	1 hour	8 hours
P3 Medium	— Partial degradation, individual features affected	4 hours	24 hours
P4 — Low	Minor deviations, improvement requests	8 hours	72 hours

Incidents caused by Google Gemini API failures may not be assigned a priority higher than P2 and are handled as events outside the Company's control (Force Majeure). In the event of a Google Gemini API outage, the Company will route all incoming inquiries to live operators until the issue is resolved on Google's side.

4.2 Response time means acknowledgment of receipt and initiation of processing — not final resolution. Target resolution times are indicative and do not constitute an unconditional guarantee.

4.3 Support Hours: defined in the SOW. Unless otherwise agreed — P1/P2 support is provided 24/7; P3/P4 support is provided during business hours in the Client's time zone.

4.4 Incident classification is determined by the Company based on actual circumstances. The Client may dispute classification in writing — the Company reviews the objection within two (2) business days.

5. AI WIDGET — SPECIAL CONDITIONS

5.1 The AI widget operates on Google Gemini API. AI widget metrics depend on Google Cloud Platform uptime and performance.

5.2 AI Widget Target Metrics:

Metric	Target Value
Availability	97.0% per month
Average response time (Time to First Token)	< 5 seconds (excluding delays on Google API side)
Successful response rate	> 90%
Switchover to live operator	< 2 minutes from request

The Company is not liable for delays in response generation caused by high load on Google infrastructure or the complexity of the end user's request.

5.3 Upon AI widget unavailability due to Google Gemini API failure: service credits are not accrued if the failure is caused by Google; the Company notifies the Client within thirty (30) minutes of detection; the Company applies commercially reasonable efforts to route inquiries to live operators for the duration of the Google-side outage.

5.4 The Company notifies the Client of material changes to Google Gemini API operation no less than thirty (30) days in advance.

6. SCHEDULED MAINTENANCE

6.1 The Company notifies the Client of scheduled maintenance no less than 48 hours in advance – via email or through the control panel.

6.2 Scheduled maintenance is conducted where possible during low-traffic periods (nighttime / weekends in the Client's time zone).

6.3 Scheduled maintenance is not included in downtime calculations provided the notice period is observed.

6.4 Emergency maintenance to prevent a security incident or critical failure may be conducted without prior notice – with immediate notification to the Client upon commencement.

7. ESCALATION PROCEDURE

7.1 Escalation Levels:

Level	Condition	Action
1	Incident not resolved within target time	Client notification, assignment of responsible specialist
2	+ 50% of target time	Senior manager engagement, hourly updates
3	+ 100% of target time	MX12 management engagement, resolution plan with specific timelines

7.2 The Client may initiate escalation through the unified support channel **[support email]** with the subject line **ESCALATION**.

8. SERVICE CREDITS

8.1 Grounds for Credits. Service credits are accrued when target availability metrics (Section 3) are not met for reasons that do not fall under the exclusions (Section 3.3).

8.2 Service Credit Scale:

Actual Availability	Service Credit
98.0% – 98.99%	5% of monthly payment
95.0% – 97.99%	10% of monthly payment
90.0% – 94.99%	15% of monthly payment
Below 90.0%	25% of monthly payment

8.3 Credit Request Procedure. The Client submits a written request within fourteen (14) calendar days of the end of the billing period. The request

must include: billing period; incident description; reference to the applicable SLA metric. The Company reviews the request within ten (10) business days.

8.4 Credit Limitations. Service credits: are not subject to monetary payment and do not constitute a refund of funds under any circumstances; do not constitute compensation for losses; apply exclusively to future invoices under an active agreement; aggregate credits for a billing period do not exceed 25% of the monthly payment; do not accumulate with credits from prior periods; are voided upon termination or cancellation of the agreement for any reason.

8.5 Relationship with Refund Policy. Service credits are not and may not be interpreted as a refund of funds. All payment refund matters are governed exclusively by MX12's Refund & Cancellation Policy, which establishes that all payments are non-refundable from the moment Services commence.

8.6 Exclusive Remedy.

Service credits are the sole and exclusive remedy available to the Client for any breach of SLA metrics. The Client expressly waives any other claims related to breaches of this SLA, including claims for refunds, damages, or termination of the agreement on grounds of SLA breach. The Client confirms that this limitation represents a fair allocation of risks and was taken into account when establishing the price of the Services.

9. LIMITATION OF LIABILITY

9.1 Aggregate Limit. The Company's aggregate liability under this SLA is limited to the amount of Compensation paid for the three (3) calendar months preceding the event. This limit is consistent with the MSA and Terms of Service.

9.2 Excluded Damages. The Company is not liable for: indirect damages; lost profits; loss of business reputation; data loss; business interruption; third-party penalties; special, incidental, or punitive damages; damages resulting from failures of third-party platforms (Google, Zendesk, HubSpot, and others).

9.3 The limitation applies regardless of the legal characterization of claims – contract, tort, negligence, strict liability.

9.4 Security Disclaimer. No internet data transmission system can be guaranteed to be free from all risks. The Company applies industry-standard protections but is not liable for security breaches outside its reasonable control.

10. DISCLAIMER OF WARRANTIES

Services are provided "**AS IS**" and "**AS AVAILABLE.**" The Company expressly disclaims all implied warranties including: warranty of merchantability; warranty of fitness for a particular purpose; warranty of non-infringement; warranty of uninterrupted operation; warranty of error-free operation; warranty of AI widget effectiveness.

11. CLIENT ASSUMPTION OF RISK

The Client confirms that: it is aware of the technological risks of service delivery through third-party platforms; it understands the AI widget's dependency on Google Gemini API; it does not rely on oral representations regarding service metrics; it accepts the possibility of temporary outages within the agreed SLA metrics.

12. FORCE MAJEURE

The Company is released from liability for non-performance due to Force Majeure including: global technical failures; cyberattacks and DDoS; government actions; sanctions; natural disasters; military actions; outages of Google, AWS, Azure, and other cloud infrastructure providers; communication disruptions. Upon Force Majeure lasting more than thirty (30) days, either Party may terminate the affected SOW without penalties.

13. ARBITRATION AND DISPUTE RESOLUTION

13.1 Mandatory Pre-Arbitration Period. Prior to initiating arbitration, the Parties must send a written notice of dispute and allow thirty (30) days for voluntary resolution.

13.2 All unresolved disputes are submitted to mandatory arbitration under AAA rules. Venue – Wilmington, Delaware. Governing law – Delaware Code Title 6.

13.3 The Parties waive the right to jury trial and participation in class actions.

13.4 Statute of Limitations. Claims must be filed within one (1) year of the date the cause of action arises.

14. NO THIRD-PARTY RIGHTS

This SLA does not create rights or obligations in favor of third parties.

15. NO AGENCY RELATIONSHIP

No agency, partnership, joint venture, or fiduciary relationship arises between the Parties.

16. SURVIVAL

Provisions regarding limitation of liability, disclaimer of warranties, and arbitration survive termination of the agreement.

17. ELECTRONIC ACCEPTANCE

Electronic acceptance has the legal force of a handwritten signature pursuant to the Delaware Electronic Transactions Act (6 Del. C. § 12A-101 et seq.) and E-SIGN Act (15 U.S.C. § 7001 et seq.).