

Service Level Agreement

Between Orion Cloud Services, Inc. and Nova Retail Group, LLC

Effective Date: September 1, 2023

Provider: Orion Cloud Services, Inc., a Delaware corporation

Customer: Nova Retail Group, LLC, a Delaware limited liability company

This Service Level Agreement (the “SLA”) is entered into as of September 1, 2023 (the “Effective Date”) by and between Orion Cloud Services, Inc. (“Provider”) and Nova Retail Group, LLC (“Customer”). Provider will deliver managed cloud platform and support services to Customer according to the terms set out below.

Section 1: Parties, Officers, and Contacts

1.1 Key Operational Contacts

For purposes of this SLA, the following individuals are designated as key contacts for operations, security, and support:

- **CTO Maria Lopez**, Chief Technology Officer of Orion Cloud Services, Inc.
- **Head of Security Daniel Kim**, Head of Security, Orion Cloud Services, Inc.
- **Support Manager Emily Zhang**, Support Manager, Orion Cloud Services, Inc.

These officers are authorized to receive notices regarding service performance, incidents, and change management.

1.2 Notices

All formal notices under this SLA must be sent in writing, referencing this SLA, and addressed to the officers listed in Section 1.1, unless either party updates such information in writing.

Section 2: Term and Renewal

2.1 Initial Term

The initial term of this SLA (the “Initial Term”) begins on September 1, 2023 and continues for **twenty four (24) months**.

2.2 Renewal Term

Following the Initial Term, this SLA will automatically renew for successive **twelve (12) month** periods (each, a “Renewal Term”) unless either party provides at least **sixty (60) days** prior written notice of non renewal before the end of the then current term.

2.3 Early Termination

Either party may terminate this SLA for material breach upon **thirty (30) days** written notice, provided such breach is not cured within the notice period.

Section 3: Services, Incidents, and Data

3.1 Scope of Services

Provider will operate and maintain a managed cloud platform supporting Customer's retail applications, including hosting, scaling, monitoring, and backup. Provider will supply dashboards and reports that summarize uptime, latency, incident volume, and capacity utilization.

3.2 Operational Contacts for Incidents

The Provider officers overseeing incident management and communications for Customer are:

- **CTO Maria Lopez**, Chief Technology Officer of Orion Cloud Services, Inc.
- **Support Manager Emily Zhang**, Support Manager, Orion Cloud Services, Inc.

These officers are intended to align with the key operational contacts identified in Section 1.1 of this SLA. From time to time, other individuals may assist with specific incident investigations.

3.3 Data Handling

Provider will process Customer data solely for the purpose of delivering the services under this SLA. Provider will maintain technical and organizational measures designed to protect Customer data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

Section 4: Fees, Uptime, and Credits

4.1 Annual Subscription Fee

Customer will pay an annual subscription fee of **USD \$80,000** for the managed cloud platform and standard support coverage under this SLA.

4.2 Invoicing and Payment

Provider will invoice Customer on a quarterly basis in advance. Customer must pay each undisputed invoice within **thirty (30) days** of the invoice date.

4.3 Uptime Commitment

Provider will use commercially reasonable efforts to maintain a monthly service uptime of at least **99.9%** as measured over each calendar month.

4.4 Service Credits

If monthly uptime falls below **99.5%**, Customer will be entitled to a service credit equal to **fifteen percent (15%)** of the applicable monthly portion of the annual fee for the affected month.

4.5 Suspension for Non Payment

If any undisputed amounts remain unpaid for more than **sixty (60) days** after the due date, Provider may suspend access to the services upon ten (10) days written notice, without terminating this SLA.

Section 5: Signatures

The parties have executed this SLA as of **09/03/2023**.

Orion Cloud Services, Inc.

By: _____
CTO Maria Lopez

Title: _____
Chief Technology Officer

Nova Retail Group, LLC

By: _____
CEO Anthony Rivera

Title: _____
Chief Executive Officer