

Service Level Agreement

1. Introduction

This policy outlines the uptime and availability levels that Nuvo Technologies, Inc. (“Nuvo”) strives to provide to customers in relation to the use of our software, services, and website (collectively referred to as the “Services”).

2. Service Commitment

Nuvo is dedicated to delivering reliable and high-quality services. Our aim is to ensure maximum uptime and optimal performance for all our Services.

Nuvo endeavors for the Services to maintain an uptime percentage of 99.9%, measured monthly, during which Services are operational (the “Service Level Availability”). Any downtime resulting from scheduled maintenance, outages of third party connections or utilities, or other reasons beyond Nuvo’s control shall be excluded from such Service Level Availability. Uptime is calculated monthly as follows:

Uptime Percentage= $(1 - \text{Total Downtime Minutes} / \text{Total Minutes in the Month}) \times 100\%$

4. Scheduled Maintenance

For the optimal performance of our Services, scheduled maintenance may occasionally be necessary. Nuvo shall use commercially reasonable efforts to schedule maintenance over weekends or outside of peak traffic periods and shall notify customers at least 48 hours prior to such maintenance activities. Scheduled maintenance will be announced by in-product announcement and email notifications.

5. Service Credits

Unless otherwise stated in an agreement between Nuvo and the customer regarding the Services, customer’s sole and exclusive remedy, and Nuvo’s entire liability, for Nuvo’s failure to meet the Service Level Availability shall be that for each period of downtime, customer shall be entitled to request a credit to be applied against the fees owed by customer, in the amounts set forth below (“*Fee Credit*”):

- 98% to <99% Uptime: 5% of the monthly service fee credited
- 97% to <98% Uptime: 10% of the monthly service fee credited
- <97% Uptime: 15% of the monthly service fee credited

Customer may request such Fee Credit by submitting notice to Nuvo via an email to Support@nuvo.finance within 30 days following the affected month. Fee Credits will be applied towards future Services, with no refunds or cash value offered.

6. Support Services

Nuvo offers support services to assist with any questions or issues related to the Services from 5am Pacific Time to 8pm Pacific Time, Monday to Friday. Customers can reach out to Nuvo's support team via email, phone, or in-product chat. Our response times are as follows:

- Critical issues (impacting all users): Response within 1 hour
- Major issues (impacting some users): Response within 4 hours
- Minor issues (minimal impact): Response within 1 business day

8. Modifications

Nuvo reserves the right to update this policy in its sole and absolute discretion, with any changes to be communicated to our customers.

9. Policy Effective Date

This policy is effective from 11 January 2024 and remains valid until further notice. Nuvo may negotiate customer-specific Service-Level Agreements that supersede this policy.

10. Contact Information

For inquiries regarding this policy or to report service issues, please contact:

Nuvo Support
Support@nuvo.finance
In-product chat
Phone: +1 415 612 3596

This policy reflects Nuvo's commitment to providing quality service and reliability to our customers, underscoring our dedication to customer satisfaction and continuous improvement.