

SmartConnect

Service Level Agreement

IDIS Americas, Inc.

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Document	Detail
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SECTION 1 — INTRODUCTION AND SCOPE

This Service Level Agreement ("SLA" or "Agreement") governs the availability, performance, and support obligations of IDIS Americas, Inc. ("IDIS Americas," "we," or "us") for the SmartConnect hosted video surveillance platform (the "Service") provided to the subscribing customer ("Customer" or "you").

This SLA applies to all production Service Instances and supplements the Master Subscription Agreement or Order Form executed between IDIS Americas and the Customer. In the event of a conflict between this SLA and any other agreement, this SLA governs with respect to service availability and support obligations.

This SLA does not apply to: (a) beta or preview features expressly designated as such; (b) Pilot or Demo environments; or (c) any service or component outside IDIS Americas' direct operational control, including Customer's on-premises devices, network infrastructure, or third-party integrations.

SECTION 2 — DEFINITIONS

The following terms have the meanings set forth below:

Term	Definition
Service	The SmartConnect cloud-hosted Video Management System (VMS), including recording management, live view, remote access, clip archive, and system health monitoring.
Service Instance	A logically isolated, customer-dedicated cloud environment provisioned for Customer's exclusive use.
Uptime	The percentage of time during any calendar month in which the Service is Available to Customer.
Outage	Any period during which the Service is unavailable to Customer due to a cause within IDIS Americas' reasonable control, excluding Planned Maintenance and Excluded Events.
Measurement Period	Each calendar month during the Subscription Term.
Planned Maintenance	Scheduled service interruptions for which Customer receives advance notice of at least forty-eight (48) hours via the Customer portal, status page, or email.
Emergency Maintenance	Unscheduled maintenance required to address a critical security vulnerability or service-threatening condition; notice provided as soon as practicable.
Service Credit	A credit applied to Customer's account as the sole remedy for a verified failure to meet the Service Level Objective.
SLO	Service Level Objective — the minimum Uptime percentage IDIS Americas commits to achieve in each Measurement Period.

SECTION 3 — SERVICE LEVEL OBJECTIVE

3.1 Uptime Commitment

IDIS Americas commits to provide the following Monthly Uptime for the Service during each Measurement Period:

Service Tier	Monthly Uptime Objective	Maximum Allowed Monthly Downtime
Standard (Default)	99.5%	≤ 3 hours 39 minutes

The applicable Service Tier is identified in the Customer's Order Form. Unless otherwise specified, the Standard Tier applies. Professional and Enterprise Tiers are currently in preparation and will be available upon separate announcement.

3.2 Uptime Calculation

Monthly Uptime is calculated as follows:

$$\text{Monthly Uptime \%} = ((\text{Total Minutes in Month} - \text{Outage Minutes}) \div \text{Total Minutes in Month}) \times 100$$

Outage minutes are measured from the earlier of: (a) detection by IDIS Americas' monitoring systems, or (b) submission of a Priority 1 support ticket by Customer, through to confirmed Service restoration.

3.3 Excluded Events

The following periods shall not be counted as Outage time and are expressly excluded from the Uptime calculation:

- Planned Maintenance for which Customer received at least forty-eight (48) hours advance notice.
- Emergency Maintenance to address critical security vulnerabilities or material service-threatening conditions.
- Failures caused by Customer's actions, misconfigurations, or failure to follow IDIS Americas' published usage guidelines.
- Events of Force Majeure, including natural disasters, governmental actions, or acts of war.
- Internet service provider failures, DNS failures, or other network outages outside IDIS Americas' direct control.
- Failures of Customer's on-premises equipment, cameras, DVRs, NVRs, or local network infrastructure.
- Failures of third-party software, integrations, or services not supplied by IDIS Americas.
- Customer's use of beta, preview, or Pilot/Demo features.
- Service unavailability where Customer's subscription payment is overdue at the time of the Outage.

SECTION 4 — SERVICE CREDITS

4.1 Credit Entitlement

If IDIS Americas fails to achieve the applicable Monthly Uptime SLO, Customer is entitled to request a Service Credit as set forth in the table below. Service Credits are expressed as a number of additional days added to the end of the Subscription Term at no charge.

Actual Monthly Uptime Achieved	Service Credit (Days Added to Subscription Term)
99.50% – 99.00%	3 days
98.99% – 98.00%	7 days
97.99% – 95.00%	15 days
Below 95.00%	30 days

Service Credits are non-transferable and have no cash value. Credits are Customer's sole and exclusive remedy for any failure by IDIS Americas to meet the SLO.

4.2 How to Request a Service Credit

To receive a Service Credit, Customer must:

- Submit a written credit request to support@idisamericas.com within thirty (30) calendar days following the end of the calendar month in which the Outage occurred.
- Include the following information in the request: (a) Customer name and account number; (b) the dates and times of the Outage; (c) a description of how the Outage was experienced; and (d) any ticket numbers previously submitted.

IDIS Americas will review the request and respond within fifteen (15) business days. If the credit request is approved, the applicable Service Credit will be applied to the Customer's Subscription Term. Failure to submit a request within the thirty (30) day window constitutes a waiver of the applicable credit.

4.3 Sole Remedy

Notwithstanding any provision to the contrary in any agreement between the parties, Service Credits as described in this Section constitute Customer's sole and exclusive remedy, and IDIS Americas' entire liability, for any failure to meet the Service Level Objective.

SECTION 5 — STORAGE POLICY

5.1 Storage Allocation

Parameter	Policy
Baseline Allocation	30 GB per licensed Device per month, pooled across all recorders within the Customer's Service Instance.
Clip Archive	Long-term clip archives count toward the pooled storage quota.
Overage Alerts	Automated alerts at 80% and 95% of quota utilization.
Overage Enforcement	Upon reaching 100%, new recording ingestion may be throttled or suspended until quota is expanded or data is reclaimed.
Quota Expansion	Additional storage available for purchase at rates set forth in the Order Form; prorated billing applies.

5.2 Data Retention and Overwrite

- Standard video recordings are subject to circular overwrite (most recent footage retained) upon reaching quota.
- Clip archive segments are exempt from circular overwrite and retained until explicitly deleted by Customer or until account termination.
- Customer is responsible for individual recorder retention settings within the Admin Console.

SECTION 6 — DATA OWNERSHIP AND PROTECTION

6.1 Customer Data Ownership

Customer retains full and exclusive ownership of all data, video recordings, clips, metadata, and configurations stored within Customer's Service Instance. IDIS Americas does not use, process, analyze, or disclose Customer data except as necessary to provide the Service or as required by applicable law.

6.2 Data Retention After Termination

Event	Retention Period	Action
Subscription Expiration (Non-Renewal)	30 days	Customer may export data; thereafter securely deleted.
Customer-Initiated Termination	30 days	Same as above.
Termination for Cause by IDIS Americas	15 days	Expedited secure deletion.
Pilot / Demo Environment Closure	7 days	No SLA guarantee; deletion without Certificate.

SECTION 7 — EGRESS AND PERFORMANCE

7.1 Egress Policy

As of the Effective Date, IDIS Americas does not assess additional charges for data egress from the Service. This policy is subject to change with a minimum of ninety (90) days written notice to Customer.

Parameter	Policy
Egress Fee	None (included in subscription as of Effective Date).
Soft Limit	Egress bandwidth proportionally soft-limited per Service Instance performance.
Hard Limit	Total egress volume per billing cycle shall not exceed the Customer's total purchased storage quota in gigabytes.
Policy Changes	IDIS Americas will provide ninety (90) days advance written notice of any changes to egress pricing or limits.

SECTION 8 — BILLING AND CONTRACT TERMS

8.1 Subscription Structure

Parameter	Terms
Contract Term	1, 3, or 5 years as specified in Order Form.
Billing Cycle	Annual, invoiced at the start of each Subscription Year.

8.2 Limitation of Liability

IDIS Americas' maximum aggregate liability under this SLA shall not exceed the total subscription fees paid by Customer in the twelve (12) months immediately preceding the claim. Under no circumstances shall IDIS Americas be liable for indirect, incidental, special, consequential, or punitive damages arising from any failure to meet the SLO or any other obligation under this SLA.

8.3 Termination

- Either party may terminate upon sixty (60) days written notice for convenience.
- IDIS Americas may terminate immediately upon Customer's material breach.
- Customer may terminate upon thirty (30) days written notice if IDIS Americas' material breach remains uncured.

SECTION 9 — PILOT AND DEMO ENVIRONMENTS

Pilot and Demo environments are non-production and provided for evaluation purposes only. The following terms apply:

Parameter	Pilot / Demo Policy
SLA	No Uptime guarantee. No Service Credits apply.
Support	Best-effort during business hours only.
Data	Do not store sensitive, regulated, or production-critical data.
Duration	As specified in the Evaluation Agreement (typically 30–90 days).
Termination	IDIS Americas may terminate with 7 days notice.
Data Retention	7 days post-closure; no Certificate of Destruction.
Liability	IDIS Americas' aggregate liability capped at USD \$0.

SECTION 10 — GENERAL PROVISIONS

10.1 Amendments

IDIS Americas may modify this SLA with ninety (90) days written notice. Continued use of the Service after the amendment effective date constitutes acceptance. The latest version of this SLA is available at [IDIS Americas Legal Portal URL].

10.2 Governing Law

This SLA shall be governed by the laws of the State of Texas, United States, without regard to its conflict of law provisions.

10.3 Entire Agreement

This SLA, together with the applicable Master Subscription Agreement and Order Form, constitutes the entire agreement between the parties regarding service availability and support. In the event of conflict, this SLA governs with respect to the matters addressed herein.

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