EXHIBIT D TO STANDARD TERMS OF SERVICE
Logical Software Service Level Agreement

This Service Level Agreement ("SLA") is entered into as of the Effective Date by and between **Logical Software, LLC**, a Nevada limited liability company ("**Logical Software**"), and **_____**, a _____ **_____** ("**Client**"). This SLA constitutes Exhibit D to the Standard Terms and Conditions ("TOS") between the Parties related to the Black Book Software (the "**Service**") and is incorporated by reference into the TOS.
This SLA outlines the general expectations for availability of the Service. Logical Software will use commercially reasonable efforts to deliver consistent service to support your business operations, subject to the terms below.

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1. Service Availability

- **Uptime Target**: Logical Software will make commercially reasonable efforts to achieve **99% uptime** (the "**Uptime Target**") for the Service on a monthly basis.
- The Uptime Target calculation **excludes** any downtime events identified in Section 3 ("**Exceptions**") below.

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2. Maintenance

- **Scheduled Maintenance**: Logical Software may perform routine or scheduled maintenance to update, enhance, or repair the Service. Such maintenance may temporarily affect service availability. Whenever reasonably possible, Logical Software will schedule maintenance outside of peak usage hours.
- **Emergency Maintenance**: Logical Software reserves the right to conduct emergency maintenance at any time, without prior notice, to protect system integrity and security.
- Maintenance of any kind is expressly excluded from downtime calculations under this SLA.

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3. Exceptions

Downtime, performance degradation, or any other unavailability of the Service ("**Downtime Events**") **will not** be counted toward the Uptime Target if caused in whole or in part, directly or indirectly, by any of the following ("**Exceptions**"). The following list is meant to be **illustrative only**, and **does not limit** Logical Software's right to exclude additional Downtime Events beyond those explicitly stated:

1. **Maintenance**: All scheduled or emergency maintenance, updates, upgrades, repairs, patches, reconfigurations, or other similar activities performed by Logical Software or its vendors.
2. **Third-Party Services**: Failures or delays by third-party providers (including data centers, hosting services, ISPs, API providers, payment gateways, or other external services) that affect the Service.
3. **Client or End-User Actions or Omissions**:
    - Any misuse, negligence, or willful misconduct by Client or its users.
    - Any unauthorized or unintended modification or alteration of the Service or its environment by Client or third parties acting on Client's behalf.
4. **Force Majeure Events**: Events outside Logical Software's reasonable control, including but not limited to acts of God, natural disasters, wars, acts of terrorism, civil disturbances, embargoes, governmental actions, pandemic conditions, labor disputes, power grid failures, or internet and telecommunication outages.
5. **Security Threats and Breaches**: Service unavailability resulting from denial of service attacks, viruses, hacking attempts, or other malicious activities, unless directly attributable to Logical Software's failure to take commercially reasonable security measures.

6. **Hardware, Software, or Network Issues**: Failures or malfunctions of hardware, software, or networks (including Virtual Private Networks, proxy servers, on-premise or local area networks, etc.) not directly controlled by Logical Software.
7. **System Updates or Changes**: Any action taken by Logical Software that Logical Software, in its sole discretion, deems necessary or appropriate to (a) update or improve the Service, (b) address a specific performance or security issue, or (c) comply with applicable laws, regulations, or industry standards.
8. **Testing and Development Environments**: Unavailability of beta, test, or staging environments.
9. **Other Factors**: Any other circumstances not within Logical Software's direct operational control or that would not have been avoided by the exercise of commercially reasonable care.

All above events—and any other events beyond Logical Software's reasonable control—are collectively referred to as "Exceptions." Any Downtime Event falling within one or more Exceptions is **excluded** from the downtime calculation for purposes of determining whether the Uptime Target was met.

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4. Invoice Credits

1. **Eligibility**: If, after excluding all Exceptions, Logical Software fails to meet the Uptime Target during a given billing cycle, Client may request an invoice credit.
2. **Amount**: The invoice credit will be calculated as follows:
   (Uptime Target−Actual Availability)×Fees for Billing Period
   (For example, if the Uptime Target is 99% and Actual Availability is 98.5%, then 0.5% of the fees for that billing cycle would be credited.)
3. **Process & Sole Remedy**:
   - Client must notify Logical Software in writing within thirty (30) days following the close of the billing cycle in question to request the credit.
   - Approved credits will be applied to the subsequent invoice.
   - Credits issued under this SLA are the **sole and exclusive** remedy for any failure to meet the Uptime Target.

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5. Termination for Chronic Downtime

- If Logical Software fails to meet the Uptime Target (after excluding all Exceptions) for **three (3) consecutive months**, Client may terminate its subscription to the Service without penalty by providing thirty (30) days' written notice.
- Client will remain responsible for any fees incurred up to the effective date of termination.

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6. General

- **Disclaimer**: Except as explicitly stated herein, Logical Software makes no warranty regarding the availability or performance of the Service and explicitly disclaims any obligations or liabilities beyond this SLA and the TOS.
- **Amendments**: Logical Software may revise this SLA from time to time to reflect changes in business or operational needs. Material changes will be communicated to Client with at least thirty (30) days' notice.
- **Conflict**: In the event of a conflict between this SLA and the TOS, the TOS shall govern.

By signing or otherwise accepting the TOS (of which this SLA is a part), Client acknowledges that it has read, understood, and agreed to the terms and conditions of this SLA.

Company:_____

Name:_____

Title:_____

Signature:_____

Date:_____