Service Level Agreement

Deft Sales LLC

Effective June 15, 2021

1. Purpose

This document sets the standard for level of service expected by a customer using Deft Sales. Deft Sales provides a 99.5% Uptime commitment for paying customers. If Deft Sales falls short of our Uptime commitment, we’ll apply a Service Credit (see section 4) to the affected users.

1. Downtime

Downtime is the overall number of minutes Deft Sales was unavailable during a Deft Sales fiscal quarter (i.e., February 1 through April 30 and every three-month period thereafter). Deft Sales calculates unavailability using server monitoring software to measure the server side error rate, ping test results, web server tests, TCP port tests, and website tests.

**Downtime excludes the following:**

* Slowness or other performance issues with individual features (link expansions, search, file uploads, etc.)
* Issues that are related to external apps or third parties, including third-party email providers, Twilio, Azure, and CRMs
* Any products or features identified as pilot, alpha, beta or similar
* External network or equipment problems outside of our reasonable control, such as bad routing tables between your internet service provider (ISP) and our server
* Scheduled Downtime for maintenance

**Scheduled Downtime**

Sometimes we need to perform maintenance to keep Deft Sales running smoothly. If scheduled downtime is necessary and expected to be more than 15 minutes, we’ll give you at least 48 hours advance notice. In a year, scheduled downtime won’t exceed 20 hours.

1. Uptime Commitment

Uptime is the percentage of total possible minutes Deft Sales was available during a fiscal quarter. Our commitment is to maintain at least 99.5% Uptime.

*[(total minutes in quarter - Downtime) / total minutes in quarter] > 99.5%*

1. Service Credits

If we fall short of our Uptime commitment, we’ll apply a credit to each affected account equal to 2 times the amount paid during the period Deft Sales was down (we call these Service Credits).

Service Credits are not refunds, cannot be exchanged into a cash amount, are capped at a maximum of 30 days of paid service, require you to have paid any outstanding invoices and expire upon termination of your customer contract. Service Credits are the sole and exclusive remedy for any failure by Deft Sales to meet its obligations under this SLA.

1. Support and Service Levels
	1. We shall use reasonable efforts, in accordance with customary state of the art principles, to ensure that emails sent using Deft Sales are properly routed to their recipients’ electronic mailboxes. Each user can see their emails sent through Deft Sales in their email sent folder.
	2. A Support ticket is created by sending a request to: help@deftsales.com including as much detail as possible relating to the request for Support, it is agreed that only the email account associated with Deft Sales account may contact/access the Support service. All inquiries will be responded to within 24 hours.
2. Content

The user shall be solely and wholly liable (i) for any Data, information or content, in particular the content of emails, or text messages sent through the Service, including if such content is provided by a third party, such as an SMTP relay or via the routing of an entire infrastructure (hereinafter collectively referred to as « Content »), and (ii) for the Content’s compliance with the regulations in force in accordance with article 4 below.

You acknowledge and warrant that the Content, whether in whole or in part, shall in no event:

1. infringe, misappropriate or violate any right, especially any Intellectual Property Right, of any third party whatsoever;
2. contain any virus or program designed to cause damage, intercept or misappropriate any system or Data or personal data in a fraudulent manner;
3. contain any unlawful, bullying, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws or regulations ;
4. contain any sensitive personal data, including social security number, individually identifiable health or health insurance information, bank account information or credit card information;
5. be false, misleading or inaccurate; or,
6. be in breach with the Operating Policies.
7. Compliance with the Law

The user (i) shall comply with all laws and regulations in force that are applicable in any country from which they access the Website and/or use the Service, as well as in any country to which they send emails, and (ii) shall indemnify and hold Deft Sales harmless from any action brought against Deft Sales, judgment entered against Deft Sales or loss Deft Sales may sustain due to the user’s non-compliance with applicable laws and regulations.

Furthermore, the user agrees to reimburse Deft Sales for any action or formality Deft Sales may be required to carry out to comply with a legal demand or request from an administrative or judicial authority in relation to your use of the Service.

In the event the user becomes aware of a violation by any third party of any provision of these Terms or of any laws or regulations and, in particular, if the user becomes aware of a security breach by a third party or discover a security breach, the user shall immediately notify Deft Sales by any means, including by sending an email to help@deftsales.com

1. Limitation of Liability

The Service, as well as the Website may include links to other websites or other Internet sources. In so far as Deft Sales cannot control these sites and external sources, Deft Sales cannot be held responsible for the availability of such external websites or sources, and may not be held liable in any way for the content, advertising, products, services or other materials on or available from such external websites or sources. Deft Sales provides links only as a convenience, and such inclusion of any link does not imply that We endorse the linked websites or any part of their content. In addition, Deft Sales cannot be held responsible for the behavior or actions of other users, nor for any proven or alleged damage or loss subsequent to or in connection with access to, use of or the fact of having relied upon the content, products or services available on such external sites or sources.

Deft Sales will be freed from the performance of Services, following an event of Force Majeure.

Furthermore, for maintenance reasons, Deft Sales may suspend temporarily access to the Services; in such cases, Deft Sales will endeavor to notify You and to keep the length of the interruption to a minimum.

In any event, Deft Sales (including its third party suppliers, employees or representatives) may not, under any circumstances, be liable for indirect or consequential damages of any kind, including and without limitation, loss of revenue, profits, chance, business interruption, or Data loss, even if the parties were informed of the possibility of such damages.

In all cases, Deft Sales’s total liability is limited, all damage combined, to the amount paid by the user to Deft Sales, if any, for use of the Website and Services during the twelve (12) months preceding the date on which the damage occurred. This limitation does not apply to damage due to bodily injury (including death) or to willful misconduct or gross negligence.

The user acknowledges that they have subscribed to the Services with knowledge of (i) the risks related to them, and (ii) the level of risk accepted by You. The prices applicable have been agreed upon inconsideration of this article, which is integral to the economic balance of the Agreement.

# Revision History

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| --- | --- | --- | --- |
| Rev | Author | Revision Date | Revision Content |
| 1.0 | Brendan Brown | June 15 2021 | Document created |
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