



# Technical Services Agreement

## Technical Services Agreement

All support levels offered and provided are subject to this Technical Services Agreement (“Agreement”) made between YCS-Consultants LLC (“YCS Consultants”) and any person or business (“Client”) who signs quotes, pays for, or utilizes any of the services described within this agreement.

By utilizing services, a client expressly agrees to and consents to be bound by all of the terms of this agreement. The client must immediately notify YCS Consultants if they do not agree to the terms of this agreement to immediately cease services.

1. Support Availability: Support hours are Monday through Friday, 8 a.m. - 4 p.m. Pacific Standard Time.
2. Terms of Support: YCS Consultants may update this Agreement from time to time. Clients will be notified of material changes via email or our website. Continued use of services constitutes acceptance of any updates. All services are provided on a month to month basis commencing on the first date of payment. Clients may terminate this Agreement for any reason, but are not entitled to any refund of paid fees.
3. Service Level Agreement (“SLA”): Definitions in this service level agreement are to be utilized as guidelines for how to best define a support query or issue. Defining the level of any query or issue is left to the sole discretion of YCS Consultants.

Priority	Description	First Response	Target Resolution
Urgent	Critical business operations are blocked with no reasonable alternative workaround. An example of this would be all orders are unable to sync.	4 business hours	1 business day



	workarounds. An example of this may be that certain order types are unable to import or order imports are taking longer than expected.		
Medium	Non-critical business operations are impacted however the impact is minimal and do not interfere with business operations or have reasonable and semi-sustainable workarounds. An example of this would be product synchronization not correctly updating images or a settlement sync mapping requires amendment. Issues of this	1 business day	5 business days

4. SLA Compliance Limitations We can not and do not guarantee compliance with these SLA criteria when services are directly and/or solely impacted by the failure, underperformance, or change in circumstance of any third parties including NetSuite, NetSuite Connector, and NetSuite Integration Platform. As an example, we can not meet the criteria of an Urgent support request if a client utilized ERP or storefront has an outage preventing the NetSuite Connector from importing orders.
5. SLA Failure Remediation YCS Consultants' discretion, verified SLA failures may be eligible for a one-time discount of up to 20% off the following monthly fee (prorated), if requested in writing within 30 days of the incident.
6. Support Level Offerings:
  1. Essential Support: Customers must submit support requests via email to our support queue. Service requests will be addressed within the timeframes allotted in the Services Level Agreement ("SLA") portion of this Agreement. This tier provides support for 2 hours monthly with additional hours billed monthly. This support tier is only for integrations completed by YCS-Consultants.
  2. Standard Support: Customers must submit support requests via email to our support queue. Service requests will be addressed within the timeframes allotted in the Services Level Agreement ("SLA") portion of this Agreement. Total support hours will not exceed 5 per monthly service period. Further hours will be provided at the sole discretion of YCS Consultants. The customer's NetSuite Connector will be continuously monitored and checked for errors. Dedicated staff will be notified of errors from NetSuite Connector and contact the Client to remedy any identified issues.
  3. Enterprise Support: Service requests will be addressed within the timeframes allotted in the Services Level Agreement ("SLA") portion of this Agreement. The customer's NetSuite Connector will be continuously monitored and checked for errors. Dedicated staff will be notified of errors from NetSuite Connector and contact the Client to remedy any identified issues. Clients may submit support requests via email, dedicated slack channel, or calling an assigned support specialist directly. There are no hourly limits under this tier. YCS Consultants will deal directly with NetSuite support as required to address and remediate issues. YCS Consultants will complete free integration services on any currently live connectors, adding additional flows and enabling any add-ons.



and billed hourly thereafter.

5. Please note that hours do not roll over month to month.

6. Support services are only available on live connectors and can not be utilized for consulting services for pending connectors or implementations.

7. Indemnification: Client agrees to indemnify, hold harmless and defend YCS Consultants, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this Agreement, (b) Client's use of the technical support service, including any data or work transmitted or received by Client, and (c) any unacceptable use of the technical support services.

To the maximum extent permitted by law, YCS Consultants' total liability arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Client to YCS Consultants in the one hundred twenty (120) days preceding the event giving rise to the claim. In no event shall YCS Consultants be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to lost profits, loss of data, business interruption, or costs of procurement of substitute services, even if advised of the possibility of such damages.

8. Disclaimer: All support provided by YCS-Consultants is provided without warranty, express or implied. YCS Consultants is not responsible for any third party action arising, directly or indirectly, from the use of services provided under this Agreement.

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**GET IN TOUCH**

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