These Terms & Conditions (the **"Terms"**) govern the Salesforce support services (the **"Services"**) provided by Force Optimized LLC d/b/a Fortimize (**"Provider"**). By purchasing a support package, Client agrees to be bound by these Terms.

1. Scope of Services

1.1. Provider will deliver Salesforce support services in response to support tickets submitted by Client through Provider's designated ticketing system.

1.2. Services may include issue resolution, configuration adjustments, troubleshooting, integration support, and advisory across Salesforce products (including Sales Cloud, Service Cloud, Marketing Cloud, MuleSoft, Agentforce, and other Salesforce-integrated systems).

1.3. Services are provided remotely unless otherwise agreed in writing.

2. Service Hours & SLA

2.1. Standard service hours are between 8:00 AM EST and 6:00 PM EST, Monday through Friday, excluding federal holidays.

2.2. Provider will acknowledge all tickets within one (1) business day during service hours.

2.3. Response and resolution times may vary depending on issue severity, complexity, and third-party dependencies. Provider does not guarantee specific resolution times but will use commercially reasonable efforts in accordance with its SLA framework.

3. Payment Terms

3.1. Payment is due via credit card or electronic payment. Services commence once payment is received.

3.2. Fees do not include any taxes, levies, duties, or similar governmental assessments. Client is responsible for all applicable taxes associated with the Services.

4. Out-of-Scope Services

4.1. The following are expressly excluded unless otherwise agreed in writing:

- Custom software development or new feature builds.
- On-site services.
- Third-party software licensing or costs.
- Data recovery or backup restoration beyond Salesforce platform tools.
- Legal, compliance, or business process consulting unrelated to technical Salesforce support

5. Client Responsibilities

5.1. Client must provide timely access to Salesforce environments, systems, and personnel as required to perform Services.

5.2. Client is responsible for maintaining valid Salesforce licenses, infrastructure, and internet access.

5.3. Provider is not responsible for delays caused by Client's failure to provide information, access, or approvals.

6. Data Security & Ownership

6.1. All Services are performed directly within Client's Salesforce environment or other Client-managed systems. Provider does not host, store, or maintain Client data on its own systems unless explicitly agreed in writing.

6.2. Client retains full ownership of all data, configurations, and content within their Salesforce environment and integrated systems.

6.3. Provider will access Client systems only as required to perform Services and will implement reasonable administrative, technical, and physical safeguards to protect Client data. A three percent (3%) technology fee will be applied to all invoices relating to the provision of these safeguards. These safeguards include, but are not limited to: (a) using secure access protocols (e.g., VPNs, SSO, multi-factor authentication); (b) limiting access to authorized personnel only; (c) encrypting sensitive communications and data in transit; and (d) following documented internal policies for handling, storing, and disposing of credentials and temporary files.

6.4. Provider is not responsible for any loss or corruption of data stored outside of Client-managed systems, including any backups maintained by Client.

6.5. Provider will promptly report any suspected security incident or data breach affecting Client systems in accordance with the SLA and applicable laws.

6.6. Each Party shall comply with all applicable data protection and privacy laws in connection with the Services, including without limitation the California Consumer Privacy Act (as amended by the California Privacy Rights Act) and any other applicable comprehensive state privacy law.

7. Artificial Intelligence

7.1. Provider may use artificial intelligence tools ("AI Tools") in connection with the delivery of Services. Any output generated through AI Tools ("Output") is provided for informational purposes and is subject to Client review and approval prior to deployment in any production environment.

7.2. Client acknowledges that AI Tools are provided through third-party platforms (including Salesforce) and that Provider does not control the nature or content of Output results. Provider makes no warranties regarding the accuracy, completeness, or fitness for purpose of any Output.

7.3. Client is solely responsible for evaluating and validating any Output before relying on it. Provider shall not be liable for any decisions made or actions taken based on Output.

8. Limitations of Liability

8.1. Provider's total liability under these Terms shall not exceed the amount paid by Client for the applicable support package.

8.2. Provider shall not be liable for indirect, incidental, special, or consequential damages, including lost profits or data, even if advised of the possibility.

All Services are provided "as-is" without warranties beyond those expressly stated herein.

9. Confidentiality

9.1. Each Party agrees to maintain the confidentiality of proprietary and sensitive information shared during the performance of Services. The confidentiality obligations under this Section shall survive termination or expiration of these Terms for a period of three (3) years.

9.2. Provider may use aggregated, anonymized data for internal reporting and improvement purposes.

10. Term & Termination

10.1. These Terms apply upon purchase of a support package and remain in effect until all purchased hours are consumed. Unused hours expire six (6) months after payment is received.

10.2. Either Party may terminate these Terms for material breach, subject to a thirty (30) day cure period.

10.3. No refunds are provided for unused hours, except where required by law.

11. Governing Law & Dispute Resolution

11.1. These Terms shall be governed by the laws of the State of Delaware, USA, without regard to its conflict of law provisions.

11.2. Any disputes shall first be escalated to senior management of both Parties for resolution. If unresolved within thirty (30) days, disputes will be settled by binding arbitration in the State of Delaware in accordance with the rules of the American Arbitration Association.

12. Entire Agreement

These Terms, together with any order form or statement of work, constitute the entire agreement between the Parties regarding the Services, superseding all prior agreements or representations.