



Service Level Agreement & Terms and conditions

www.TaylorMadeEmarketing.com



Programs and Service Level Agreement

Welcome to the Support Team!

Our support team is here to help keep your system working smoothly. Our purpose is to maximize your fastest results and minimize your time required to ramp up your new plans.

IMPORTANT: Be sure to submit all your requests for support for general questions, social media assistance, or website questions or change requests using our **online Support system** located on our main menu on our website. www.TaylorMadeEmarketing.com

We can not commit to processing requests for support sent by email since these can get lost and are not tracked.

*** Because of the nature of software , hardware, and cloud computing support, combined with third party vendors that may be included in your solution, the time to complete fixes or provide response is our best effort.

These estimated times to respond are not binding and do not constitute a legal commitment.

This document outlines our commitment for our monthly promotional support, website hosting and any related website support. The top portion includes our processes and how to get fastest responses.

The lower portion includes the legal terms and conditions of our services.

Support response times

Support Office Hours: Our office hours and team response times are M-F between 8:30-5pm MST, and closed on major holidays. For after hour emergencies, our web team monitors the online SUPPORT requests.

Online Support response: For fastest response use our **Online Support**. Select the category of service so that your request is routed to the right support group.

If you have questions, contact our office by phone 303-216-0472 option 1 or email: support@tmemarketing.com.

Include the priority in your support request

Priority 1-High – within 2 hours (during business hours)

This is used anytime **your website or related systems are down** including site down, email down, unable to send or receive, payment processing not functioning correctly or other systems preventing business transactions.

Social Media- currently there is no priority 1 support for social media.

Clients maintain full access to your social media accounts and may remove or alter posts as needed.

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- You receive immediate email confirmation of receipt
- The requested item is fixed within 2 hrs
- OR we may call to discuss or email with questions .Email is sent to the email provided on your request to provide alternate expected fix time.
- Because some of your systems may include 3rd party vendors we don't always have control over the ability to correct the problem. Our team will coordinate with the other vendors as long as we have the access and authority to do so.

Priority 2- Normal – within 2 days

Social Media, PR, Email support- Request our teams assistance for fixing or removing posts, questions on future posts, changes to email series, or emails broadcasts, modifications to press releases, speaking engagements or other promotional activities other than comments which are placed on the planning page.

Web or technical support: request **bug fixes for live items**. Examples include Web page fixes such as links broken , order form modifications or fixes, fixing broken formatting on pages, fixing images to re-position or reformat for previously working formatting, modifying content to existing pages.

NOTE: creating new pages, new menus, new product setup, new email sequences are low-priority 3

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- You receive immediate email confirmation of receipt
- Fixed within 2 business days
- OR email update , questions or alternatives is sent to the email provided on your request within 2 business days of expected fix time if we can not fix within 2 business days.

Priority 3- Low – within 5 days

This is used for **new requests** which are put into projects or tasks lists and prioritized based on current work load.

Guidelines to selecting categories

- **Website or technical support** –request new landing pages designed, uploading new content, formatting site pages, adding forms and related processing of forms, client data, reports for client data, payment processing, SEO requests to launch new traffic driving strategies
- **Social Media, PR , Email support** - request new social media profile refining, new posts to blog, add on to social networks and new articles to email, post, blog about. Request assistance in creating your press release or article pitch, posting to online press sites, new follow up with publications and media, request Online marketing setup for new email marketing campaign, setup of a new free offer follow up sequences
- **Strategic planning** – request strategic planning for new product launch strategies, new email campaigns, Mobile Marketing or adding on other services you haven't already selected



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- You receive immediate email confirmation of receipt
- Our team reviews these and provides the estimate within 3-5 business days.
- We advise you of any additional costs if it is outside of your contracted support agreement.

Website Support

(See additional Legal terms and conditions in the lower section)

Websites hosted on MOSAIC includes:

- Access to our support area with online videos and additional resources
- Unlimited email support to answer your “how to” questions using the **Support system**
- Some programs include 1 hour per month of BASIC web support. You may provide alternate content, images, email content for your free offer, changes to current product descriptions, removal of menus, changes or placement of items on pages and similar requests to change your existing web site.

NOTE: Request for new pages, new forms, new products to be added are managed as projects at an additional fee and an estimate will be provided.

** we are not able to roll over the 1 hour support of unused time to future months.

** Payments are due in advance of services provided per your credit card authorization. Clients are provided content for approval and website changes for approval. Only approved changes are uploaded to the site. As such there is no refund for services provided.

** For clients who purchase our discounted 6 month or 12 month service plans, you may cancel with 30 days notice in advance of your next scheduled payment. The difference between the full monthly rate and the discounted rate for all prior months paid will be billed on the final invoice.

Add ons for Web support

- **Additional website support** – For consistent web support requests over 1 hour per month, our team will notify you of the need to upgrade.
For the additional support our hourly rate is **\$95/ hour**.
Or you may request a monthly packages.
- **Support request submitted by phone or email** – we understand it can sometimes be easier to submit requests by phone or direct email. Our team can enter your support request for you.
We include confirmation of the details with the client (by phone or emails), submission into **Support system** on your behalf. **\$10/ request**



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Promotional Support

Our programs include social media, press releases, blog content, speaker promotion. Based on the program you purchase your support program includes:

Standard - Social Media Program

- **Social Media promotion**
 - Based on monthly meetings and agreed to topics, content for 1 to 5 (based on your program) social media channels is provided in the weekly social media calendar for your review and approval (**No response constitutes approval.**)
 - We connect and engage your prospects and clients with invitations and responses to posts.
 - 10-15 weekly posts to your Social Media Channel (such as Twitter, LinkedIn, Facebook business page).
 - We research and invite your target market to connect with you on the social media channels you agree to.
- **Email marketing** – based on monthly meetings and agreed to topics , once per month we send out a draft email to you to go to your prospects, clients, or both. We require approval within 2 business days (48 hours) (**approval required**).
- **Blog Posts**- based on monthly meetings and agreed to topics, once per month our team will provide content for your review and approval (**no response constitutes approval**).
- **Timing** - Each week we provide reporting for the prior week (M-F), and posts for the following week (M-F) for review and comment. A blog post may be included for posting and or an email draft may be sent to you. Check your planning page and insert comments for requested changes to social posts and blog post content. We will review comments on Fridays by 5pm . Social Media posts and Blog posts will be posted with or without your approval Mondays through Friday. Emails changes may be sent back as a response to the email. Emails are subject to approval.
- **KPI reporting and Strategy Sessions** – twice per month we meet with you by phone to review key performance indicators (KPI) and upcoming events or promotional topics you want highlighted or promoted. This is on a preset day and time. To reschedule for emergencies, contact us 48 hours (2 business days before), we will not be able to reschedule within the same day. Attendance by your team or representative is required.



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Premium – Social Media, SEO, PR promotion program:

- **Includes the above Standard -Social Media promotion along with:**
- **Blog posts** – four blog posts created the week prior to the coming month for review and approval within 2 business days (**no response constitutes approval**)
- **Article or PR Submission** – 1x/ mo based on clients approval is submitted multiple online press and article sites. (**no follow up is available for these**)
- **Reporting** - for SEO and article or PR submission

Advanced- Speaker and PR promotion program

**** This program is for those seeking a thought leadership position through monthly speaking engagements. This requires at least one speaking topic and full presentation to be provided before starting this program.**

Includes the above Standard Social Media and Premium PR along with :

- **Monthly Press Releases** provided for your approval. (**Approval is required** within 2 business days for our team to submit.)
- **Monthly submission** of approved PR to online sites and local or national publications with follow up calls (to media). NOTE our focus is primarily on local publications
- **Monthly Speaking Engagement** – actively seeking monthly speaking engagements making requests and follow up calls (to speaking hosts)
- **Speaking Materials** – Our team reviews your speaking topics and key points and materials to provide recommendations of optin strategies to increase conversion from speaking events. Our team prepares your Speaker kit,
- **Reporting** on speaking engagements

Accelerators- Additional Services

(Request current pricing as it does change)

Grow the Market Strategies

- **Consulting and Training** -Sales opportunity management, Team training, Go to Market or Grow the Market Campaign Strategy Sessions (request estimate)
- **MOSAIC support, Website or Email automation** – Adhoc requests for email automation, forms, website changes (\$95/ hr or request packages)

Build Content

- **Done 4 you content** - Our team will interview you or your team members and draft the content for Case studies, press releases, articles or website content. Reviews include 1st draft, review, refinement, 2nd review, refinement, final content. (\$95/ hr)
- **Custom Email Templates** - with your logo and color scheme (starts at \$50)



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- **Site Migrations and Full Custom Sites-** request estimate
- **Mobile Website** – up to 5 pages using similar design as main site (starts at \$350)

Drive Traffic

- **Social Media add on** -- Add additional social media channels (\$50-100/ mo / channel)
- **Speaker and Media coverage** - Article pitches and intensive follow up with media outlets in place of or combined with press releases (Request estimate)
- **Tradeshow Launch campaign** –drive feet to your booth for conferences or speaking engagements, includes campaign strategy, SMS /text message (up to 100 messages included), QR code , mobile web page (Request estimate)

Additional notes

To make your transition smooth:

If you feel that your Client Support request wasn't received or have questions about how to submit your requests, you can reach our support team at the office at **303-216-0472 - option1**

Support@tmemarketing.com

We respond within 1 business day to emails or voicemails , and often within 2 hours.

** We understand plans change. You may reschedule strategy sessions up to 48 hrs prior to the meeting with no additional fee. For rescheduling less than 48 hrs in advance may be subject to \$75 reschedule fee.

*** Because of the nature of software , hardware, and cloud computing support, the time to complete fixes or provide response is our best effort.

These estimated times to respond are not binding and do not constitute a legal commitment.

Priorities - It can be difficult to determine the **Normal - priority 2** and **Low - priority 3** items. Our team reserves the right to downgrade support requests from Normal to Low as we determine the request is for new functionality and will take additional time, or if your current contract does not include the time or type of fix and requires an additional estimate of effort.



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Terms and Conditions Website migration, Custom websites, and Promotional Support Programs

By providing the credit card authorization for our services our company and yours agrees to be bound to the following terms and conditions.

Services and Payment

- a) Taylor Made Small Biz Inc DBA Taylor Made Emarketing (referred to throughout at TME) has established an ongoing monthly contract with you our client. Our team members are providing outsourced project based services at a fixed fee for your company based on the program you selected and outlined in your credit card authorization.
- b) The Client agrees to make payment by credit card as per the schedule on the Credit Card Authorization and understands that services may be suspended or terminated upon non-payment.
- c) Client agrees to pay a non-refundable Website startup, Implementation or Setup fee as outlined on your Credit Card Authorization with remaining amounts due payable as scheduled. .
- d) For clients using the MOSAIC Platform to host your website, hosting fees are due each month in advance or as outlined on your credit card authorization for annual or semi annual hosting.
- e) For clients using Promotional support programs with MOSAIC, hosting fees are included as well as website support as outlined in the Service Level Agreement.
- f) For month to month , 6 month or 12 month contracts your current monthly rate is locked in for 12 months from the date of your Credit Card Authorization or initial payment whichever is earlier.

Refunds and Termination

- a) All services are completed based on the client's approval. There is no refund for services provided.
- b) Termination : The Client agrees to ***provide 30 day's advance notice to terminate hosting and or support programs*** prior to the next monthly payment processing. Said termination may be without cause and subject to final payment as indicated for the specific programs and any additional work that may have been completed. It is the responsibility of the client to maintain accurate payment information which can be updated by notifying our office at least 10 days prior to the monthly payment processing. The termination of this Agreement shall not relieve Client from any liability arising from any breach of this Agreement.
- c) Requests: Client termination requests may be sent by emailing support@tmemarketing.com or mailing your termination request to Taylor Made Emarketing at PO Box 7473, Golden, CO 80403 . Final invoice will be provided for completed work.
*** Note that some work may be done in advance of payment collection Client agrees to pay all costs incurred by TME in collecting amounts not paid when due under this Agreement, including, without limitation, TME attorneys' fees and other costs of collection.



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Website development and maintenance terms

- a) Website migration and custom website production timelines : may vary due to many dependencies including but not exclusive to, delay of client input and approvals at each stage of the development process. Client changes to add additional pages not outlined in the proposal, changes to the menu structure outlined in the agreements approval of the menu structure, or changes to the overall flow of the website during the development process will delay timelines and will be **subject to additional charges** not outlined herein this agreement or the proposal . **TME reserves the right to restrict all changes** to the website project proposal and statement of work until after the agreement and the proposal have been fulfilled in order to deliver the Solution to the Client in a timely manner.
- b) The Client agrees that TME reserves the right to terminate Hosting or support services without advance notice if the Client's website, or MOSAIC platform use is detrimental to the Hosting environment including acts of Spam or other additions to the site or platform that cause negative effects to server performance or other web solutions on the hosting environment. Every attempt shall be made by TME to notify the client that said negative effects are occurring and options to resolve the issues shall be provided.
- a) Go Live approval: The Client agrees that TME has fulfilled the website migration or website build requirements outlined in the Proposal upon Final Client Sign Off executed by an email request to go live.
- b) The Proposal and or Statement of work provided and signed by the client constitutes the full work effort. Additions, changes, upgrades or enhancements, outside the specifications of said documents are subject to further charges. The Company shall provide a new agreement for the additional effort and TME reserves the right to apply new fees.
- c) Third Party Service Providers: may update their service, processors and products from time to time affecting the functionality of the Client's website post-completion of a migration or new website build. These changes are beyond TME's control. Upon fulfillment of the Website Proposal outlined herein, TME under this agreement shall make best effort but shall not be responsible to upgrade or modify MOSAIC to comply with such updates. Any such upgrades are subject to applicable fees.

Content Development and Maintenance Terms

- a) Content production time lines : may vary due to many dependencies including but not exclusive to, delay of client input and approvals at each stage of the content development process. Content for weekly social media posts is assumed to be approved unless the client provides comments on the MOSAIC planning page. Client change requests for extensive re-writes may be subject to additional charges not outlined herein this agreement subject to TME determination.
- b) TME shall provide reasonable levels of hosting resources, including disk storage, and bandwidth to Client. In the event agreed to disk storage is exceeded by the client, TME reserves the right to levy with 30 days notice to the Client, such additional upgraded plan as needed to accommodate disk storage or bandwidth or additional users, or may terminate hosting services and access to the platform until said issues can be resolved.
- a) Upgrades: At any time you may upgrade to the next level program and all fees already paid will be applied to that program for mothly web support or monthly promotional support.



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- b) Strategy Sessions Cancellation/Reschedule Fee: We understand that changes to schedules are necessary from time to time and we request your assistance with rescheduling. For any appointment that is cancelled or rescheduled with less than 48 hours notice to TME, Client agrees to pay a cancellation or rescheduling fee of \$75

Solicitation of Employment

Client agrees that it will not solicit the services of any of the employees, consultants, team members, or strategists of the Company (TME) for the term of this Agreement and for a period of twelve (12) months thereafter unless written consent of the Company is provided.

Confidentiality & copyright

- a) TME and our agents agree to exercise the highest degree of care, skill and diligence in the performance of services hereunder and shall perform all services in a good and workmanlike fashion.
- b) TME agrees to maintain confidentially of all client information provided, within the limits of the law. TME grants full ownership rights to the Client for any code developed on the clients database and to web page content as well as client data stored on the leased MOSAIC platform. The Client may download such information at any time or may request the HTML of the web pages and exported .xcel files of data using existing data export functionality. The Client agrees to hold no ownership rights to web development code of MOSAIC or any other web solution developed on MOSAIC.
- c) The Client acknowledges and agrees that TME may provide websites and promotional support programs to other businesses including those in the same or similar line of business as the Client.
- d) The Client represents and warrants that the use of the materials supplied by the Client for images, website content, any all other information supplied for use in building the website and setup of the platform shall not infringe any copyright, trademark, trade secret or other third party proprietary right, and there is no impediment to the Clients performance of its obligations hereunder.
- e) I, the Client do hereby grant to TME, unlimited license to use all the items described and provided in all Internet formats now or devised in future except those deemed proprietary to the Client, for the purpose of completing the website design and development of related code. Additionally I grant limited use of the Client logo and tradename for use in TME testimonials, case studies, or similar promotional materials.
- f) TME shall have no right to reuse on other client sites or other client marketing materials, Client's Tradename, trademark, logo or to any third party external graphic design specifically designed for the Client.
- g) Client acknowledges that it has no copyright, claim or other right to the web development code for the site or the platform the site resides on. Client may request the HTML for the site, or export any lists, email campaigns, or other database reports at any time for their use.
- a) Client covenants with Taylor Made Emarketing that all information concerning its strategies and the research product presentation, training materials, business plan presentation of custom strategies are collectively the confidential proprietary information of TME and the client. Client agrees to not divulge to, re-distribute, or re-sale without the consent of TME, any of this confidential and proprietary information. Said materials are not to be copied or reproduced by the Client for non client use. Any use of materials on the TME



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web site or written material including reproduction, modification, distribution or republication, without the prior written consent of TME is strictly prohibited.

Dispute of services

The Client agrees to hold TME and its agents harmless from and against any and all claims, damages expenses or liabilities that arise from on in connection with the Client's website, content, or activities,, including but not limited to any legal attorney fees incurred by TME. The Client at its own cost and expense shall defend any and all actions, which may be brought by TME. The Clients failure to perform under the terms of this paragraph shall be deemed a waiver of any and all claims, demands for remedies or causes of action, including specific performance, which the Client might other have against TME or tis agents. .

This agreement shall be interpreted and construed under the laws of Colorado. The parties agree that any action brought by either party against the other shall be brought in Denver County, and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Liability and Limitation of Damages:

- a) TME's entire liability and Client's exclusive remedy for any claims concerning this Agreement and the Services provided under this Agreement are set forth in this section. Notwithstanding anything to the contrary in this Agreement, TME and its employees, agents, representatives or contractors, will not be liable to Client for any special, indirect, incidental, punitive, or consequential damages (including lost profits) sustained or incurred in connection with this Agreement, arising out of any service provided or arranged by TME or any of its service providers.
- b) The Client agrees to be solely responsible for the content of its website and accuracy of all information provided. TME shall not be liable for any error, omission, defect or deficiency in any service or solution, which may result from, but not exclusive to, the Client's failure to provide complete, accurate and current information to the Company.
- c) Under no circumstance shall TME or its agents be liable to the client for any network interruptions beyond TME' control, including without limitation, any downtime regarding computer servers, or interruptions of Internet Service Providers.
- d) The Company or its agents will not be liable for lost profits, lost opportunities, indirect, incidental or consequential damages of the Client under any circumstance. In addition, TME's liability to Client for direct damages arising out of or relating to this Agreement will in no event exceed the total amount actually paid by Client to TME under this Agreement.

Partial Invalidity

If any provisions of this Agreement are in violation of any statute or law of any state or district in which it may be sought to be enforced, then such provisions shall be deemed null and void only to the extent that they may be in violation thereof, but without invalidating the remaining provisions.

Governing Law

This Agreement and the rights and duties of the parties shall be construed enforced in the accordance with the laws of the State of Colorado county of Denver.
