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# Service Level Agreement (SLA)

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**Platform:** ACBInsight ("the Platform", "the Service") **Provider:** DATANSGHTS LLC, a Florida limited liability company (FL Document No. L20000084511) ("Company", "we", "us", "our") **Effective Date:** May 29, 2026 **Last Updated:** May 29, 2026

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## 1. Overview

This Service Level Agreement ("SLA") describes the availability commitment and support the Company provides for the Platform. This SLA is incorporated into and governed by the Terms of Service and the applicable subscription agreement. Capitalized terms not defined here have the meaning given in the Terms of Service.

This SLA applies to paid subscriptions unless otherwise stated in your order form.

## 2. Definitions

- **"Monthly Uptime Percentage"** means the total minutes in a calendar month minus Downtime minutes, divided by the total minutes in that month, expressed as a percentage.
- **"Downtime"** means a period during which the core Platform (authentication and the customer dashboard / shipment views) is unavailable to all users, as confirmed by our monitoring, excluding Exclusions in Section 5.
- **"Scheduled Maintenance"** means maintenance for which we provide advance notice as described in Section 4.
- **"Business Hours"** means 8:00 a.m. – 5:00 p.m. America/New\_York, Monday through Friday, excluding public holidays.

## 3. Availability Commitment

The Company will use commercially reasonable efforts to make the Platform available with a **Monthly Uptime Percentage of at least 99.9%** ("Uptime Commitment").

## 4. Scheduled Maintenance

4.1 We may perform Scheduled Maintenance, which does not count as Downtime.

4.2 We will use reasonable efforts to schedule maintenance during low-usage windows and to provide at least **forty-eight (48) hours' notice** for planned maintenance expected to cause an interruption.

4.3 Emergency maintenance (e.g., to address a security vulnerability) may be performed with shorter or no notice and does not count as Downtime.

## 5. Exclusions

The Uptime Commitment does not apply to, and Downtime does not include, unavailability caused by:

- Scheduled or emergency maintenance (Section 4);
- Factors outside our reasonable control (force majeure, internet/network failures, DDoS attacks);
- **Third-party services and integrations** beyond our control (e.g., carrier/tracking APIs such as OpenTrack and PortPro, SeaRates, customer ERP gateways, email providers, or cloud-provider regional outages);
- Customer's equipment, software, network, or misconfiguration;
- Customer's use in violation of the Terms of Service;
- Suspension or termination for non-payment or breach;
- Beta, trial, demo, or free-tier features.

**Data-source accuracy is not part of this SLA.** Tracking data, ETAs, customs/CBP status, and LFD calculations are sourced from third parties and automated estimates. Their accuracy, completeness, and timeliness are governed by the Disclaimers in the Terms of Service, not by this SLA.

## 6. Support

### 6.1 Support Channels

- In-platform support (Concierge Hub / Live Chat) during Business Hours;
- Email: julio@acb-us.com;
- Bug reporting via the in-platform "Report a bug" form.

### 6.2 Severity Levels and Target Response Times

Severity	Description	Target Initial Response
<b>Critical (P1)</b>	Platform inaccessible for all users; no workaround.	1 Business Hour

<b>High (P2)</b>	Major feature unavailable or degraded; significant impact; limited workaround.	4 Business Hours
<b>Medium (P3)</b>	Minor feature issue; workaround available.	1 Business Day
<b>Low (P4)</b>	General question, cosmetic issue, or feature request.	2 Business Days

Response times refer to the time to first meaningful response, not resolution. We will use commercially reasonable efforts to resolve issues based on severity.

## 7. Monitoring and Reporting

We maintain internal monitoring of Platform health and availability (including a public `/health` and `/version` endpoint for status verification). Uptime determinations for SLA purposes are based on our monitoring records, which will be made available on reasonable request.

## 8. Data Backup and Recovery

We perform regular backups of the production database. Our target recovery objectives are:

- **Recovery Point Objective (RPO):** [e.g., 24 hours]
- **Recovery Time Objective (RTO):** [e.g., 8 hours]

These are targets, not guarantees, and depend on the nature of the incident and the underlying cloud provider.

## 9. Changes to This SLA

We may update this SLA from time to time. Material changes will be communicated through the Platform or by email and apply prospectively from their effective date.

## 10. Contact

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