

CONTRACTUAL DOCUMENT

Service Level Agreement (SLA), Enterprise Plan

VERSION

2026-09-28

LAST UPDATED

2026-09-28

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This English version is provided for convenience only. In the event of any discrepancy, the French version prevails.

This service level agreement (the "**SLA**") is the appendix to the Enterprise Specific Terms ([cgv-entreprise.md](#) , the "**EST**") and forms part of them. It implements Article 15.2 of the General Terms and Conditions ([cgv.md](#) , the "**General Terms**") and Article 9 of the EST. It applies only to the **Enterprise Plan** subscribed by an Enterprise Order Form ("**EOF**"). Terms defined in the General Terms and in the EST retain their meaning herein.

1. Definitions

- **Base Service:** the KasarCRM web application and its API, i.e. the ability for an authenticated User to view, create, modify and export its records.
- **Dependent Functions:** functions whose execution relies on a third-party service outside the Provider's control: email and calendar synchronization (Google, Microsoft), LinkedIn and WhatsApp synchronization, telephony, recording and transcription, AI Features, data enrichment, integrations under Article 10 of the General Terms.
- **Unavailability:** any period, counted in whole minutes, during which the production Core Service is inaccessible or returns server errors, excluding the exclusions of Article 4. Unavailability specific to the Customer's Organization is counted only if it results from the Provider's infrastructure and is established by its logs.
- **Month:** calendar month.
- **Theoretical Minutes:** the total number of minutes in the Month concerned.
- **Monthly Availability:** expressed as a percentage and rounded to two decimal places:

$$\text{Availability (\%)} = (\text{Theoretical Minutes} - \text{Minutes of Unavailability}) \div \text{Theoretical Minutes} \times 100$$

- **Business Hours:** from 9:00 to 18:00, Paris time, on Business Days.
- **Reference Monthly Fee:** one twelfth (1/12) of the annual subscription fee set out in the EOF, excluding taxes, Credit top-ups and services.

2. Availability commitment

- 2.1. The Provider commits to a **Monthly Availability of the Base Service of 99.5%**.
- 2.2. This rate corresponds to approximately **3 hours 36 minutes** of Unavailability per Month of thirty (30) days.
- 2.3. The commitment is assessed **per Month**, on the production Base Service. Unavailability specific to the Customer's Organization is counted only if it results from the Provider's infrastructure and is established by its logs.

3. Scope

- 3.1. **Included.** The Base Service, in its production environment.

3.2. **Excluded.** Dependent Functions are excluded from the calculation of Monthly Availability and give rise to no service credit. The Provider uses reasonable efforts to restore them and informs the Customer of any lasting interruption of which it becomes aware (Articles 10.9 and 15.3 of the General Terms).

3.3. Test, demonstration or pre-production environments, and Beta Features, which are provided as is (Article 5.7 of the General Terms), are also excluded.

4. Exclusions from the calculation

The following periods are not counted as Unavailability where they result from:

1. **scheduled maintenance** carried out under the conditions of Article 7;
2. **emergency maintenance** made necessary by a critical security vulnerability or a risk to data integrity, up to a limit of **four (4) hours** per Month;
3. an event of **force majeure** (Article 20.1 of the General Terms);
4. an **act of the Customer** or its Users: misconfiguration, exceeding the limits of Article 5.9 of the General Terms, use not in accordance with the Agreement, mass extraction, application connected by the Customer (Article 10.8 of the General Terms);
5. a **suspension** lawfully imposed pursuant to Articles 4.4, 8.9, 11.6 or 11.10 of the General Terms, where it is based on a breach by the Customer or an act of its Users;
6. a failure of the **Customer's technical environment**: workstations, network, firewall, internet service provider, unsupported browser;
7. a failure of the **public Internet** outside the infrastructure of the Provider and its hosting providers;
8. the **unavailability of a Dependent Function** (Article 3.2);
9. **maintenance scheduled by a hosting provider** or an infrastructure sub-processor of the Provider, within the limit of the notice given by the latter, the Provider informing the Customer as soon as it becomes aware of it.

5. Measurement

5.1. Monthly Availability is **measured by the Provider**, on the basis of its infrastructure logs and the monitoring tools at its disposal.

5.2. Unavailability is counted from the first recorded failure to the first recorded restoration established by those logs and tools.

5.3. The Provider's records **are authoritative unless proven otherwise** (Article 15.2 of the General Terms). The Customer may challenge them, within the period of Article 6.3, by producing objective and time-stamped evidence (logs, screenshots, records from independent monitoring). The parties then reconcile their records in good faith.

5.4. Upon written request, the Provider communicates to the Customer the monthly availability report for the Base Service.

6. Service credit

6.1. **Rate schedule.** Where Monthly Availability is below 99.5%, the Customer is entitled, upon request, to a service credit calculated on the Reference Monthly Fee for the Month concerned:

Recorded Monthly Availability	Service credit
≥ 99.50%	None
≥ 99.00% and < 99.50%	5%
< 99.00%	10%

6.2. **Cap.** The service credit due for a Month may not exceed **ten percent (10%) of the Reference Monthly Fee** for that Month.

6.3. **Request.** The service credit is not automatic. The Customer requests it in writing at support@kasar.app within **thirty (30) days** following the end of the Month concerned, stating the dates and times of the Unavailability relied upon. A request made after that period remains admissible within the period of Article 16.8 of the General Terms; the service credit is then applied to the invoice following its acknowledgement.

6.4. **Application.** The service credit is applied to the next invoice. It gives rise to no payment, unless the Agreement ends before a subsequent invoice is issued. It is not assignable.

6.5. **Sole remedy.** The service credit is the Customer's **sole remedy** in respect of the availability of the Service, to the exclusion of any other compensation in that respect (Article 15.2 of the General Terms). It is counted against the cap in Article 16.2 of the General Terms. This exclusivity is subject to the case of continuous unavailability of more than seventy-two (72) hours provided for in Article 15.2 of the General Terms. Failure to meet this SLA does not give rise to a right of termination, subject only to Article 6.6.

6.6. **Repeated failure or prolonged unavailability.** If Monthly Availability is below **98.00%** for **three (3) consecutive Months**, or if the Base Service is continuously unavailable for more than **seven (7) days**, the Customer may terminate the Agreement by written notice sent within thirty (30) days following the third Month concerned or the end of such unavailability. Termination takes effect upon notice; sums paid in advance for the unexpired period are refunded, and Article 7.3 of the EST does not apply.

7. Scheduled maintenance

7.1. **Window.** Scheduled maintenance is carried out, as far as possible, outside Business Hours.

7.2. **Notice.** Any scheduled maintenance likely to interrupt the Base Service is announced at least **five (5) Business Days** in advance, by email to the technical contacts designated in the EOF and, when it is in service, on the status page (Article 10).

7.3. **Volume.** Scheduled maintenance does not exceed **eight (8) hours** per Month.

7.4. **Overrun.** An interruption for scheduled maintenance that exceeds these volumes, or that is carried out without the notice of Article 7.2, is counted as Unavailability.

7.5. **Deployments.** New versions are in principle deployed without interruption; they are not subject to the notice of Article 7.2. Any interruption they cause is counted as Unavailability.

8. Support

8.1. **Channels.** Support is available by email at support@kasar.app, via the in-app messaging of the Service and, where the EOF so provides, via a dedicated channel.

8.2. **Hours.** Support is provided during Business Hours.

8.3. **Severity levels and targets.** Severity is qualified by the Provider, in good faith, on the basis of the description provided by the Customer; it is reassessed upon the Customer's reasoned request.

Sev.	Definition	Response target
P1: Critical	Base Service unavailable or unusable for all Users; data loss or corruption; active security vulnerability	4 business hours
P2: Major	Essential function unavailable or severely degraded, with no reasonable workaround	1 Business Day
P3: Minor	Degraded function with a possible workaround; non-blocking defect	3 Business Days
P4: Request	Question, feature request, configuration assistance	5 Business Days

8.4. **Nature of response times.** The times in the table are **targets**, not commitments. Exceeding them gives rise to no service credit, penalty or compensation (Article 15.7 of the General Terms). Restoration is subject to an obligation of means (*obligation de moyens*): diagnosing a software defect does not make it possible to guarantee the date of its correction.

8.5. **Escalation.** A P1 incident that has not been handled may be reported to the escalation contact designated in the EOF.

8.6. **Cooperation.** Response times run from receipt of a request containing the information necessary for diagnosis (description, timestamp, Organization and User identifiers, reproduction steps, screenshots). They are suspended while awaiting information requested from the Customer.

8.7. **Out of scope.** Training, data migration, configuration performed on behalf of the Customer, custom developments and assistance with the Customer's third-party tools do not fall within support. They are subject to a quote or to the EOF (Article 15.7 of the General Terms).

9. Continuity and backups

9.1. **Backups.** Production data are backed up by the database hosting provider, under the conditions of Appendix 2 to the DPA.

9.2. **Recovery objectives.** The Provider communicates to the Customer, upon request, its recovery point objectives (RPO) and recovery time objectives (RTO). These are **objectives**, not commitments: failure to achieve them gives rise to no service credit or compensation, without prejudice to Article 15.6 of the General Terms.

9.3. **Exports.** Backups are an internal mechanism of the Provider. They do not replace the Customer's exports (Articles 15.6 and 17 of the General Terms).

10. Status page and incident information

10.1. The Provider may publish the current status of the Base Service at <https://status.kasar.app> ; failing that, scheduled maintenance announcements and P1 incidents are sent by email to the technical contacts designated in the EOF.

10.2. For any P1 incident, the Provider communicates to the Customer, upon written request and within a reasonable time after the incident is closed, a post-incident analysis.

11. Revision

This SLA is amended under the conditions of Article 8 of the EST: a change applies to the Customer only from the following Renewal Term, subject to the exceptions of Article 8.2 of the EST.