**Service Level Agreement Template**

**This Service Level Agreement ("Agreement") is made and entered into as of [Date] by and between:**

* **[Name of Service Provider],** a [Type of entity] duly organized and existing under the laws of Kenya, with its principal place of business at [Address] ("Provider"), and
* **[Name of Client],** a [Type of entity] duly organized and existing under the laws of Kenya, with its principal place of business at [Address] ("Client").

**WHEREAS,** Provider offers [describe services], and Client desires to engage Provider to perform such services;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Services**

**1.1 Services Provided:**

Provider agrees to provide the following services to Client (the "Services"):

* **[List of specific services with clear and detailed descriptions, including scope and limitations]**
  + Example: Provide a secure cloud-based platform for storing and managing Client's financial data, encompassing functionalities like uploading, editing, reporting, and access control.
* **[Delivery Timeframes:]**
  + Specify deadlines for completion of specific services or deliverables.
  + Example: Implement the platform within 30 days of contract signing, deliver user access credentials within 5 business days.
* **[Quality Standards and Metrics:]**
  + Define metrics to measure the success of each service and acceptable performance levels.
  + Example: Ensure 99.9% uptime of the platform, offer 24/7/365 support with an average response time of 1 hour, guarantee data integrity with no loss due to platform issues.

**1.2 Client Responsibilities:**

Client agrees to:

* **Cooperate and Provide Resources:** Offer timely cooperation and provide all necessary information and resources to enable Provider to deliver the Services effectively.
  + [ Example: Grant Provider secure access to relevant data, furnish user list for platform access, designate a primary point of contact for communication.
* **Data Security and Compliance:**
  + Comply with all applicable data protection regulations and ensure uploaded data is legally obtained.
  + Utilize the platform with best security practices and user training protocols.
* **Change Requests and Additional Services:**
  + Submit change requests in writing and pay any additional fees for services outside the scope of this Agreement.

**2. Service Levels**

**2.1 Service Level Metrics:**

The following service levels ("Service Levels") shall apply to the Services:

[To be customized]

|  |  |  |  |
| --- | --- | --- | --- |
| Service Level Metric | Definition | Target | Consequence of Breach |
| Uptime | Percentage of time the platform is available | 99.9% | Service credit of 10% of monthly fee for each 1% downtime in 24 hours |
| Response Time | Average time taken to respond to support tickets | 1 hour | 10% discount on next month's fees for exceeding response time |
| Data Loss | Extent of data loss due to platform issues | None | Termination of agreement or compensation based on data value |
| Security Incidents | Number of reported security breaches | 0 | Investigation and corrective action at Provider's expense |

**2.2 Review and Update:**

The parties agree to review and update the Service Levels periodically as needed.

**3. Payment**

**3.1 Fees and Payment Schedule:**

Client shall pay Provider the following fees for the Services:

* Specify agreed-upon fees and define the payment schedule.
  + Example: Monthly subscription fee of $[amount] payable in advance on the first day of each month.
* Outline late payment penalties, if applicable.
  + Example: Late payment fee of 5% per month on outstanding balance.

**4. Confidentiality**

**4.1 Confidential Information:**

Both parties agree to keep all information disclosed by the other party during the term of this Agreement confidential, including:

* List specific types of confidential information.
  + Example: Client data, pricing information, internal processes, and trade secrets.
* Describe reasonable precautions to be taken to protect confidential information.

**5. Limitation of Liability**

**5.1 Maximum Liability:**

The maximum liability of either party for any damages arising from this Agreement shall be limited to [amount] or the total fees paid by Client under this Agreement, whichever is less.

**5.2 Exclusions:**

This limitation of liability shall not apply to:

* **Intentional Misconduct:** Acts of deliberate wrongdoing or fraud by either party.
* **Gross Negligence:** Failure to exercise the level of care expected of a reasonable person in similar circumstances.
* **Death or Bodily Injury:** Liability arising from death or bodily injury caused by either party's actions or omissions.

**6. Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to:

* Acts of God (e.g., natural disasters, earthquakes, floods)
* War, terrorism, or civil unrest
* Strikes, labor disputes, or other workplace disruptions
* Government actions or regulations
* Power outages or other infrastructure failures

The affected party shall promptly notify the other party of any Force Majeure event and use reasonable efforts to mitigate its impact.

**7. Termination**

This Agreement may be terminated by either party upon:

* **Material Breach:** A material breach of any term or condition of this Agreement by the other party, which is not cured within [specified timeframe] after written notice.
* **Insolvency:** If either party becomes insolvent or files for bankruptcy protection.
* **Convenience:** By either party upon [specified notice period] written notice to the other party.

**8. Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall be settled through the following methods:

* **Negotiation:** The parties shall first attempt to resolve the dispute amicably through negotiations in good faith.
* **Mediation:** If negotiation fails, the parties may agree to mediation by a neutral third party.
* **Arbitration:** If mediation fails or is not chosen, the dispute shall be submitted to binding arbitration in accordance with the rules of [chosen arbitration body].

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Kenya.

**10. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reputable overnight courier service, addressed as follows:

* If to Provider: [Name of Service Provider] [Address]
* If to Client: [Name of Client] [Address]

**11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**12. Amendments**

This Agreement may be amended only by a writing signed by both parties.

**13. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**14. Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

**15. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**[Signature of Service Provider]**

**[Name and Title]**

**[Signature of Client]**

**[Name and Title]**