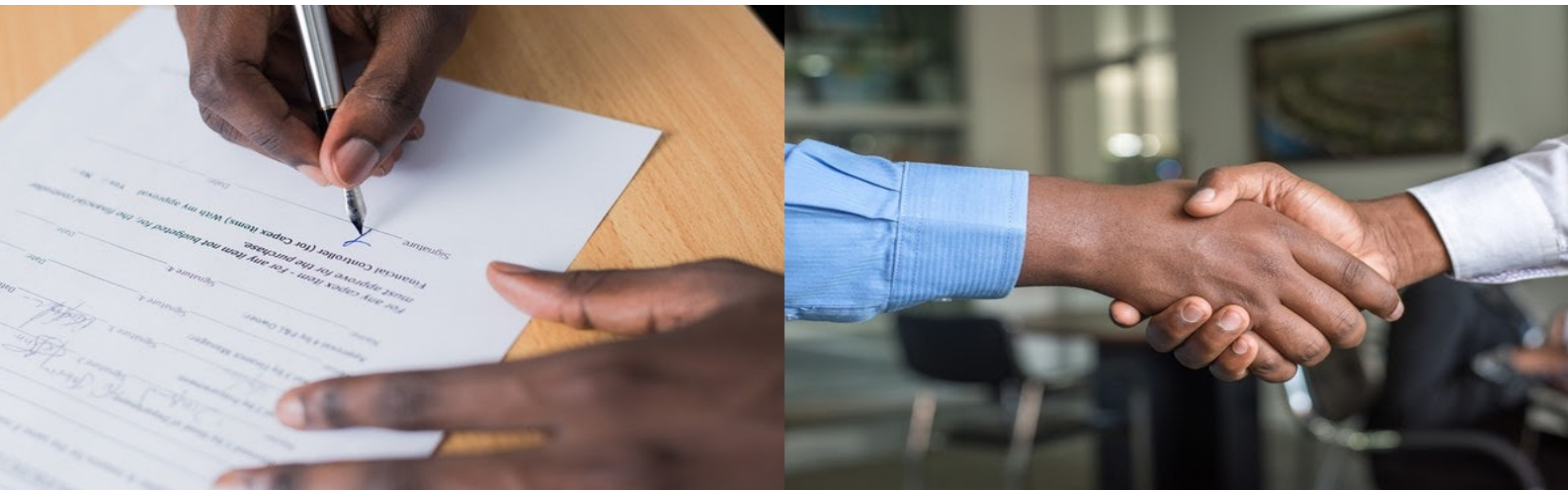




# Cerebro SmartWorking

# SERVICE LEVEL AGREEMENT

Version 1.0 | June, 2020



## OVERVIEW

This document represents the Terms and Conditions (Agreement) between

***Cerebro Smart Working Limited***

(hereinafter referred to as 'Cerebro' or 'Service Provider')

AND

(hereinafter referred to as 'Client')

*Cerebro has agreed to provide IT Talent & Service Outsourcing to you, the Client.*

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The Scope of this Agreement is for the Service Provider to provide the following service to the Client:

**Service Name:**

**Description:**

**Duration:**

**Date of the Commencement:**

**Amount to be Paid:**

**Review Sessions:**

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## GOALS AND OBJECTIVES

The purpose of this Agreement is to ensure that all necessary elements are in place to ensure that services are provided appropriately and efficiently. It will also serve as a means of accountability and be a reference for the description of the service as well as the roles/responsibilities.

## SERVICE AGREEMENT

This section highlights the scope of the agreement as well as client requirements.

### CEREBRO'S REQUIREMENT

Apart from the scope outlined in the Overview Section of this Agreement, the following shall also apply:

- The Service Provider must ensure that this service is proffered efficiently.
- The Service Provider will act as the primary provider of this service.
- The terms of this Agreement will not take effect and the Service Provider will not provide said service until full payment is made.

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- The Service Provider shall inform the Client of any changes or circumstances that may alter the services being provided.

## CLIENT'S REQUIREMENT

- The Client will be required to make full payment before the service provider shall fulfill its service obligation.
- The Client shall provide all necessary content, guidelines and critical information and assistance related to service performance that allows the Service Provider to meet the performance standards outlined in this document.
- The Client shall inform Service Provider of any changing business requirement that may lead to a review, adjustment or alteration of this Agreement.
- The Client will provide review and feedback of the service rendered upon delivery of the service and it will be contained in one or more reviews (as stated in the Overview Session). A review is defined as an email, phone call or meeting during which all of the Client's observations are provided for the engagement.

## SERVICE MANAGEMENT

### AVAILABILITY

- In the delivery of this service, the Service Provider will be available remotely from 9am to 6pm on stipulated days of the week in order to ensure efficient service delivery.
- If Client wants more time availability than the above stated, Client shall contact Cerebro Support using details contained in the ***Support and Complaint Section*** of this Agreement.

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## CONDITIONS

- Early Termination of contract by the Client must be done with at least 72hours notice. Failure to give appropriate notice will lead to a breach of contract and will not attract a refund. Service Provider holds the discretion to issue a refund upon early termination.
- For engagements with a duration lower than 72hours, in order to terminate the contract prematurely, Client must reach out to Cerebro Support, within reasonable time, using the details in the ***Support and Complaint Section*** of this Agreement.
- Where the Client wants to make alterations, additions or amendments, Client must give the Service Provider notice within reasonable time and within the stated number of Review Sessions (if any). Failure to do so may lead to a termination of contract and Client may not be entitled to a refund.
- Any addition of features after the initial agreement is likely to lead to a change in the scope of work and may lead to a change in costs and time at the discretion of the Service Provider.
- In a case where the Agreement is terminated or the terms/nature of service provided is altered without notice or mutual agreement, the Service Provider will not be liable and the Client will not be entitled to a refund.
- Where Service Provider has acted negligently in the delivery of service, necessary replacements shall be made in order to ensure better and more efficient service delivery.

## LEGAL PROVISIONS

- Arbitration: In the event of a dispute arising in the course of business or from this Agreement, such would first be resolved by negotiation then mediation or arbitration. There shall be no recourse to litigation.
- Indemnity: The Client shall indemnify the Service Provider from any damage/loss that may arise from services provided to the Client.

- **Confidentiality:** Both the Client and Service Provider shall treat these terms and conditions confidentially as well as all other information provided by both parties. Party that fails to uphold this confidentiality clause shall be deemed to have breached the contract and be held liable.
- **Force Majeure:** Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure such as (but not limited to) acts of God, war, civil unrest, strikes and epidemics. However, in the event of an occurrence of any of the aforementioned, each party agrees to make good faith effort to perform its obligations as stated in this Agreement.

## **SUPPORT AND COMPLAINT**

In a situation whereby the Client requires support or wants to make a request or complaint, Client can reach out to Cerebro via [support@cerebro.work](mailto:support@cerebro.work) and such will be attended to within reasonable time.

## **CONCLUSION**

### **APPROVAL AND SIGNATURE**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

<b>Approvers</b>	<b>Role</b>	<b>Signed</b>	<b>Approval Date</b>
Cerebro Smart Working Limited	Service Provider		
	Client		