

## **Service Level Agreement (SLA)**

### **1.Introduction:**

This Service Level Agreement ("SLA") outlines the expectations and commitments related to the provision of penetration testing services by KSP security to KS Security Solutions, as defined in the accompanying Statement of Work ("SOW").

### **2. Service Level Objectives (SLOs):**

#### **2.1 Response Times:**

- The Service Provider shall acknowledge receipt of any communication from KS Security Solutions within 4 hours of receipt during regular business hours (Monday to Friday, 9:00 AM to 5:00 PM [Timezone]).
- In the event of critical issues or emergencies, the Service Provider shall respond within 24 hours, regardless of the time of day or day of the week.

#### **2.2 Reporting Timelines:**

- The Service Provider shall submit the comprehensive penetration testing report, along with the executive summary, to KS Security Solutions within [3] days after the conclusion of the testing phase, as specified in the SOW.

#### **2.3 Remediation Support:**

- Upon receipt of the penetration testing report, the Service Provider shall provide remediation support to KS Security Solutions, including guidance on addressing identified vulnerabilities and implementing recommended security measures, for a period of [3] days following report submission.

### **3. Consequences for Failing to Meet SLOs:**

#### **3.1 Response Times:**

- Failure to acknowledge communications within the specified timeframe may result in a formal notification to escalate the issue to higher management.
- Repeated failure to meet response time SLOs may result in a deduction of [10]% from the total project fees for each instance of non-compliance.

#### **3.2 Reporting Timelines:**

- Delay in submitting the penetration testing report beyond the agreed-upon timeframe may result in a deduction of [10]% from the total project fees for each day of delay, up to a maximum of [3] days.

### **3.3 Remediation Support:**

- Failure to provide adequate remediation support within the specified timeframe may result in additional support being provided at no extra cost to KS Security Solutions, or a partial refund of project fees, at the discretion of KS Security Solutions.

## **4. Alignment with SOW and Engagement Goals:**

This SLA is aligned with the overall objectives and timelines outlined in the accompanying SOW. It is designed to ensure that the penetration testing services provided by the Service Provider meet the quality, timeliness, and support requirements necessary to enhance the security posture of KS Security Solutions' website.

## **5. Governing Terms:**

All terms and conditions outlined in the Master Services Agreement and Statement of Work between KSP security and KS Security Solutions shall govern this SLA.

## **6. Compensation Plan:**

### **6.1 Payment Schedule:**

KS Security Solutions agrees to pay KSP security the total project fees as specified in the accompanying Statement of Work ("SOW") within [3] days of receipt of the invoice.

### **6.2 Late Payment:**

In the event of late payment KSP security reserves the right to charge interest on the overdue amount at the rate of [10] per annum, compounded monthly.

### **6.3 Additional Costs:**

Any additional costs incurred as a result of changes to the scope of work requested by KS Security Solutions shall be mutually agreed upon in writing and may result in adjustments to the total project fees.

## **7. Disclaimer of Liabilities:**

### **7.1 Limitation of Liability:**

[Your Company Name] shall not be liable to KS Security Solutions or any third party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to the provision of penetration testing services, including but not limited to loss of profits, loss of data, or business interruption.

**7.2 No Warranty:** KSP security makes no warranties, express or implied, with respect to the penetration testing services provided under this agreement, including but not limited to the accuracy, reliability, or completeness of any findings or recommendations.

## **8. Miscellaneous:**

### **8.1 Amendment:**

This Service Level Agreement may be amended or modified only by a written instrument executed by both parties.

### **8.2 Entire Agreement:**

This SLA, along with the Master Services Agreement and Statement of Work, constitutes the entire agreement between KSP security and KS Security Solutions with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

**8.3 Severability:** If any provision of this SLA is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**8.4 Waiver:** The failure of either party to enforce any provision of this SLA shall not constitute a waiver of such provision or any other provision herein.

**8.5 Counterparts:** This SLA 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 Service Level Agreement as of the Effective Date first above written.

HackersForYou

By: 

Name: K Sai Poornesh

Title: Jr

Penetration

tester

Date:

18/02/24

KS Security Solutions

By: Zade

Name: Zade M

Title: Information Security Manager

Date: 18/02/24