**Service level agreement (SLA)**

Introduction

This service level agreement (‘SLA’) describes the levels of service that clientname will receive from COMPANY fournisseurname

This SLA should be read alongside the terms of use between the

client and Vendor. Although the SLA covers key areas of the client’s provided services and

support, other contracts may include areas not covered by this SLA.

Purpose

The client’s received service depends on IT equipment, software and services (together: ‘the

System’) that are provided, maintained and supported by Vendor. Some of these items are of

critical importance to the business.

This service level agreement sets out what levels of availability and support the client is

guaranteed to receive the System. It also explains what penalties will be applied to Vendor

should it fail to meet these levels.

This SLA forms an important part of the contract between the client and Vendor. It aims to

enable .

Dates and reviews

This agreement begins on [date] and will run for a period of 12 months.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any

changes to the client’s needs or uses.

Exclusions

This SLA is written in good faith. Vendor will always do everything possible to rectify every issue

in a timely manner.

However, there are exclusions. This SLA does not apply to:

• Any equipment, software, services, third party or otherwise, or any other parts of the

System not listed above.

• Software, equipment or services not purchased via and managed by Vendor.

Additionally, this SLA does not apply when:

• The problem has been caused by using equipment, software or service(s) in a way that is

not recommended.

• The client has made unauthorized changes to the configuration or set up of affected

equipment, software or services.

• The client has prevented Vendor from performing required maintenance and update

tasks.

• The issue has been caused by unsupported mobile devices, equipment, software or

other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond Vendor’s

control. For instance: floods, war, acts of god, civil unrest and so on.

This SLA also does not apply if the client is in breach of its contract with Vendor for any reason

(e.g. late payment of fees, improper use, violation of terms, etc.).

Responsibilities

Vendor responsibilities

Vendor will provide and maintain the System used by the client.

Vendor will make available the System through [means of access] and proprietary client

applications.

Additionally, Vendor will:

• Ensure relevant software, services and equipment are available to the client where

necessary.

• Respond to support requests within a reasonable timeframe.

• Take steps to escalate and resolve issues in an appropriate, timely manner.

• Maintain good communication with the client at all times.

Client responsibilities

The client will use Vendor-provided system as intended.

[The client will be responsible for, and obtain, all consents required under any law or regulation

in any jurisdiction, relating to the use of the System on the telephone system, including but not

limited to the Telephone Consumer Protection Act (“TCPA”).]

[The client will insure, indemnify, and hold harmless Vendor for any violations, real or alleged,

of any laws or regulations, relating to the use of the System with the client’s consumers and

customers. In other words, the client represents that it has the right to send text messages or

SMS messages to its customers using the System and promises to indemnify Vendor if it does

not.]

[The client will provide Vendor with the use of the client’s business phone number for purposes

of receiving incoming SMS or text messages.]

Additionally, the client will:

• Notify the client of issues or problems in a timely manner.

• Provide Vendor with access to equipment, software and services for the purposes of

maintenance, updates and fault prevention.

• Maintain good communication with Vendor at all times.

Guaranteed uptime

Uptime levels

In order to enable the client to do business effectively, Vendor guarantees that certain items

will be available for a certain percentage of time.

The [SYSTEM] is guaranteed to have a 99.9% uptime.

The [OTHER SYSTEMS] are guaranteed to have a 99.9% uptime.

Measurement and penalties

Uptime is measured over each calendar month. It is calculated to the nearest minute, based on

the number of minutes in the given month (for instance, a 31-day month contains 44,640

minutes).

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form

of a credit for the client.

This means the following month’s fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours for which the service

was unavailable, minus the downtime permitted by the SLA:

Important notes:

• Uptime penalties in any month are capped at 50% of the total monthly fee

• Uptime measurements exclude periods of routine maintenance. These must be agreed

between Vendor and client in advance.

Guaranteed response times

When the client raises a support issue with Vendor, Vendor promises to respond in a timely

fashion.

Response times

The response time measures how long it takes Vendor to respond to a support request raised

via Vendor’s support system.

Vendor is deemed to have responded when it has replied to the client’s initial request. This maybe in the form of an email or telephone call, to either provide a solution or request further

Information.

Response times are measured from the moment the client submits a support request via

Vendor’s online support system.

Response times apply during standard working hours (9am — 5.30pm) only, unless the contract

between the client and supplier specifically includes provisions for out of hours support.

Subject to the above limitations, Vendor promises to respond to support requests within

twenty-four (24) hours.

Resolution times

Vendor will always endeavor to resolve problems as swiftly as possible. It recognises that the

client’s use of the System is key to its business and that any downtime can cost money.

However, Vendor is unable to provide guaranteed resolution times. This is because the nature

and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting

the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue)

it may take much longer to get back up and running.

In all cases, Vendor will make its best efforts to resolve problems as quickly as possible. It will

also provide frequent progress reports to the client.

Right of termination

Vendor recognizes that it provides services that are critical to the client’s business.

If Vendor consistently fails to meet the service levels described in this document, the client may

terminate its entire contract with Vendor, with no penalty.

This right is available to the client if Vendor fails to meet the above uptime or response time

levels more than five times in any single calendar month.

Signatures

This service level agreement is agreed as part of the IT support contract between :

Signed on behalf of Vendor:

Name: fournisseurname

DOMAIN: sdomain

Address: fadr

EMAIL: femail

Date: currentdate

Signed on behalf of the client:

Name: clientname

N° Compte bancaire : num

Adresse: cadr

EMAIL: cemail

Date: currentdate