**Service Level Agreement for Products and/or Services**

This Order Form is effective as of mm/dd/yyyy (“Start Date”), and is a legal agreement between Acme, Inc. (“ACME”) and Account (”Customer”) relating to Customer’s purchase of the products and/or services set forth below on this Order Form (products shall also be referred to as “Products”).

*Customer Information*

Name

Address

Phone

Email

This SLA covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both Account and ACME**.**

|  |  |  |
| --- | --- | --- |
| **Agreement Line Items** | | |
| **Quantity** | **Product** | **List Price** |
|  |  |  |

**Total Agreement Value:**

**Payment Terms:**

Necessary training for any products purchased must be completed 10 days prior to the mm/dd/yyyy (“End Date”).

**Support**

As a valued Acme customer, your ‘Option’ Support package provides you with: (see text to display below).

Apply conditional logic to display appropriate **Support Exhibits** selection:

|  |  |
| --- | --- |
| Option | Text to display |
| Critical | 24x7 phone support, rapid target initial response times and consultation on application development. |
| Premier | 8x5 (Pacific Time) phone support for questions related to product defects. |
| Basic | Access to online documentation and knowledge base. |

**Charges**

Charges will be reviewed on an annual basis when both parties work together to agree a budget which fairly reflects the activities and expenditure which are necessary for ACME to carry out its regulatory functions.

**Terms & Conditions**

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

**Security**

Strong passwords must be used to access all IT services, including desktop logon. These will be enforced through the Windows Vista Group Policy features. Strong passwords are defined as having more than eight characters, not matching standard “dictionary” definitions, and having at least three of the following five characteristics:

* One or more capital letters
* Two or more numbers
* One or more punctuation marks
* One or more symbols
* Fewer than three of the same characters consecutively

Also provided with the Desktop Service will be antivirus, spyware/malware protection, and firewall protection.

Display ‘IT Service Continuity’ clause upon generation if Support = Critical

Display additional conditional clauses

**Disclaimer**

This message contains confidential information. If you are not the named addressee you should not disseminate, distribute or copy this document. Please notify the sender immediately if you have received this by mistake and delete this from your system.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Service Level Agreement as of mm/dd/yyyy (“Start Date”):

|  |  |  |  |
| --- | --- | --- | --- |
| ACME, INC | | Account | |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

CLAUSES:

**IT Service Continuity**

In the case of a major catastrophe with hardware loss, desktop computers and infrastructure will be leased from various providers. If such a case occurs, relocation of offices will likely also be necessary. Details for business continuity will be provided in such an event to Account.

**Subcontracting**

ACME shall have the right to subcontract its obligations under the Agreement provided that any such subcontracting shall not increase the burden on ACME of the obligations accepted by ACME under this Agreement.

**Reporting**

The ACME IT Help Desk will provide monthly reports to Account staff containing information on actual performance achieved, compared to service levels agreed on. Information will be provided on both open and closed requests. Account staff is not responsible for reporting, but may at their discretion audit the methods being used by the IT Help Desk to gather and report performance data.

**Downtime**

The service is required to be available full time, except for planned downtime.

Any requirement for planned downtime must be notified to Account not less than seven days in advance. A maximum of 15 minutes planned downtime in any calendar month is permitted. Any excess will be treated as service failure.