

Service Level Agreement

**Service:** E-Commerce Website Development

**Version:** 2020.10.11

**Valid:** 12/10/2020 - 12/11/2020

# Service Details: Create, Develop and Test an E-commerce website

### Agreement:

This E Commerce website development services agreement is intended as a legally binding agreement between Lakebrains Technologies (Developer) and [Client.Name] (Client), collectively known as the "Parties".

Client has agreed to allow the above developer to create, develop and test a website according to the below-mentioned scope of work.

Developer is interested in undertaking such work; and Client and developer mutually desire to set and agree to the following terms and conditions as listed.

### Scope:

This document describes the standard service agreement provided by Lakebrains Technology to customer Company name. Services covered by this agreement are subject to established rates and costs.

### Service Agreement

# The following are the responsibility of the Service Provider in the ongoing support of this Agreement.

## Service Scope

## The following Services are covered by this Agreement;

## 

## Customer Requirements

## Customer responsibilities and/or requirements in support of this Agreement include:

* Provide formal feedback with authorization approval by project lead, which may not lead to any additional requirements other than the ones mentioned in the Scope of the service above.
* Payment for all support costs at the agreed interval.
* Customer agrees not to engage in actions or activities that circumvent, compromise, or introduce risks to the policy, standards or the controls established to ensure cyber security compliance.
* Customer is responsible for costs which result from improper use of the services and which cause damage or loss to LakeBrains Technologies or its customers.

## Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

* Adhering to appropriate response times associated with service-related incidents.
* Advance notification to the Customer for all maintenance.
* Client hereby retains the services of Developer to design and develop an e-commerce website.
* Changes to this Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.
* Developer agrees to notify company if any risks or schedule delays may take place effecting delivery dates and presentation of the final website.
* Developer agrees to personally present said website on [Presentation.Date] on online platform as suitable to both Parties for final approval and acceptance by Client.
* LakeBrains Technology shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the services properly and efficiently in accordance with this service level agreement.
* Transactional data and information supplied by the customer or its clients are owned by the customer. LakeBrains serves as custodian of these data and will take measures to house, backup and protect the data for the customer, consistent with the services, and as appropriate.
* LakeBrains assures services performance, availability, capacity, and the information security of the service(s) covered in this agreement.
* LakeBrains management practices, policies and regulatory compliance requirements are aimed at assuring the confidentiality, integrity of client data.

## Service Assumptions

Assumptions related to in-scope services and/or components include:

* Changes to services will be communicated and documented to all stakeholders.
* E-commerce website and services project will be limited to one time feedback & revision.
* Additional charges as agreed by the management will be applicable in case of any additional system maintenance needs, corrective actions to resolve incidents, or service improvement projects post one time revision against feedback.

## Pricing

This e-commerce website development services agreement shall be invoiced on a time-and-materials basis. The Developer shall deliver two invoices, one at the time of first presentation and the other one after incorporating first set of feedback. Additional costs will be charged for any further set of feedbacks or requirements. Client agrees to pay each invoice within 3 days of receipt from the Developer.

## Termination

Client may terminate this website development services agreement at any time by providing written notice via email or certified mail to the Developer.

Developer may cancel this agreement in the same manner if necessary.

In the event that this website development services agreement is cancelled by either party, the Developer shall issue a final invoice for any unbilled time or materials. The Client agrees to pay the final invoice according to the terms of this website development services agreement.

## Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of Rajasthan, India. Should any conflicts arise related to this agreement; the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

## Availability Exclusions (Force majeure)

A loss of availability from causes which are beyond the control of LakeBrains Technologies is excluded from the availability warranty. This includes but is not limited to, acts from natural events such as earthquakes, storms, natural flooding, and wild fires. Also excluded are police actions, explosions, labor disputes, war, pandemic, terrorism, riots, and inability to obtain energy.

Each party must provide prompt notice of service disruptions. Services will resume as soon as possible. Either party will take all reasonable steps to remove the causes of unavailability and resume services as soon as reasonably possible.

### Escalation

If the customer is dissatisfied with any aspect of the services provided by LakeBrains technologies or the customer wishes to cancel services, the following escalation procedure will be used to reach a resolution:

### Escalating Issues and Concerns

**Step 1:** The customer will contact the service manager to discuss the issue.

**Step 2:** If the customer is not satisfied with the resolution of the issue with the service manager, the service owner should be contacted to discuss the issue.