

# SERVICE LEVEL AGREEMENT TEMPLATE

THIS SERVICE LEVEL AGREEMENT (this "Agreement") is made and entered into as of [DATE] ("Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider"), and [CLIENT NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Client").

## 1. DEFINITIONS

1. "Services" means the digital transformation services, including AI/ML implementation, IoT systems integration, process automation, and technology-enabled operational optimization solutions provided through Provider's Peak Performance Platform.
2. "Service Levels" means the quantitative and qualitative performance standards for the Services as set forth in Exhibit A.
3. "System" means Provider's proprietary Peak Performance Platform and associated technology stack.
4. "System Availability" means the percentage of time the System is available for Client's use, excluding Scheduled Maintenance.
5. "Scheduled Maintenance" means planned maintenance activities performed by Provider on the System with at least 48 hours advance notice to Client.

## 2. SERVICE LEVELS

### 1. System Availability

- Provider shall maintain System Availability of 99.9% measured on a monthly basis
- Calculation:  $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100$
- Excludes Scheduled Maintenance and Force Majeure events

### 2. Response Times

- Critical Issues: 15 minutes
- High Priority Issues: 1 hour
- Medium Priority Issues: 4 hours
- Low Priority Issues: 24 hours

### 3. Resolution Times

- Critical Issues: 4 hours
- High Priority Issues: 8 hours
- Medium Priority Issues: 24 hours
- Low Priority Issues: 72 hours

## **3. SERVICE CREDITS**

### 1. System Availability Credits

- Below 99.9% but above 99.5%: 5% of monthly fee
- Below 99.5% but above 99.0%: 10% of monthly fee
- Below 99.0%: 15% of monthly fee

### 2. Response Time Credits

- \$500 per incident where response times exceed committed levels
- Maximum monthly credit of \$5,000

## **4. MONITORING AND REPORTING**

### 1. Provider shall implement automated monitoring systems to track:

- System Availability
- Response Times
- Resolution Times
- Performance Metrics
- Security Events

### 2. Monthly Reports

Provider shall deliver monthly performance reports including:

- System Availability statistics
- Incident response metrics
- Resolution time compliance
- Service credit calculations
- Key performance indicators

## **5. SUPPORT SERVICES**

### **1. Technical Support**

- 24/7/365 support availability
- Multiple support channels (phone, email, web portal)
- Dedicated technical account manager
- Escalation procedures

### **2. Professional Services**

- Implementation support
- Training services
- Configuration assistance
- Integration support

## **6. SECURITY AND COMPLIANCE**

### **1. Security Standards**

- SOC 2 Type II compliance
- ISO 27001 certification
- Regular security audits
- Encryption standards
- Access controls

### **2. Data Protection**

- Data backup: Daily incremental, weekly full
- Retention period: 30 days
- Recovery point objective: 4 hours
- Recovery time objective: 8 hours

## **7. LIMITATIONS AND EXCLUSIONS**

### **1. Force Majeure events**

### **2. Client-caused issues**

### **3. Third-party service provider failures**

4. Scheduled Maintenance
5. Emergency maintenance

## **8. TERM AND TERMINATION**

1. Initial Term: 12 months from Effective Date
2. Automatic renewal for successive 12-month terms
3. 90-day written notice required for non-renewal
4. Material breach termination rights

## **9. GENERAL PROVISIONS**

1. Governing Law: Delaware
2. Dispute Resolution: Binding arbitration
3. Notices: Written notice required
4. Assignment: Only with written consent
5. Amendments: Written agreement required
6. Severability
7. Entire Agreement

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement as of the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

**By: \_**

Name:

Title:

Date:

[CLIENT NAME]

**By: \_**

Name:

Title:

Date:

**EXHIBIT A: SERVICE LEVEL METRICS**

[Detailed metrics and measurement methodologies]