

SERVICE LEVEL AGREEMENT (SLA)

Parties: _____

Provider: _____

Client: _____

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below: “Services” means the IT and related services provided by Provider to Client as described herein. “Availability” means the percentage of time the Services are operational and accessible by Client. “Downtime” means any period when the Services are not available for use by Client.

2. Scope of Services

Provider agrees to deliver and maintain the Services as described in the attached Schedule A. Provider shall provide all necessary personnel, equipment, and materials required to perform the Services in accordance with this Agreement.

3. Service Performance and Availability

Provider shall use commercially reasonable efforts to ensure that the Services are available to Client at least 99.9% of the time in any calendar month, excluding scheduled maintenance. Scheduled maintenance shall be communicated to Client at least 48 hours in advance. Unscheduled maintenance will be communicated as soon as practicable.

4. Monitoring and Reporting

Provider shall monitor Service performance and Availability continuously and provide Client with monthly reports summarizing performance metrics, incidents, and Downtime. Reports shall be delivered within five (5) business days after the end of each calendar month.

5. Incident Management and Response Times

Provider shall respond to incidents affecting the Services according to the following priority levels and response times: Critical (Service unavailable): Response within 1 hour; High (Severe degradation): Response within 4 hours; Medium (Minor impact): Response within 1 business day; Low (Informational): Response within 2 business days.

6. Client Responsibilities

Client shall provide Provider with access to necessary facilities, systems, and information required to perform the Services. Client shall designate a primary contact for communications related to the Services and promptly notify Provider of any issues or changes affecting the Services.

7. Fees and Payment

Client shall pay Provider the fees set forth in Schedule B. Invoices shall be issued monthly in arrears and are payable within thirty (30) days of receipt. Late payments shall accrue interest at 1.5% per month or the maximum permitted by law, whichever is less.

8. Term and Termination

This Agreement shall remain in effect until terminated by either party with at least thirty (30) days written notice. Either party may terminate immediately upon material breach by the other if such breach remains uncured after fifteen (15) days' written notice. Termination shall not relieve Client of payment obligations for Services rendered prior to termination.

9. Confidentiality

Each party agrees to maintain as confidential all non-public information disclosed by the other party during the term of this Agreement, using at least the same degree of care it uses to protect its own confidential information, and not to disclose such information to any third party except as required by law or with prior written consent.

10. Warranties and Disclaimers

Provider warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO PROVIDER IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

12. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government actions, labor disputes, internet disruptions, or natural disasters. The affected party shall promptly notify the other and resume performance as soon as practicable.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____. Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation, then, if unresolved, through binding arbitration in accordance with the rules of the American Arbitration Association.

14. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties. No failure or delay in exercising any right shall constitute a waiver of that right.

15. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

16. Entire Agreement

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, understandings, and communications, whether written or oral.

PROVIDER AUTHORIZED SIGNATURE

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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