

Service Level Agreement

THIS AGREEMENT created by and between _____ with address at _____ (hereinafter known as the "**Provider**"); and _____, of _____, (hereinafter known as the "**Client**").

WHEREAS, the Parties have entered into a prior agreement effective as of _____ (the "Contract");

WHEREAS, the Contract sets a condition precedent provision for a service-level agreement;

WHEREAS, the Client desires to continue with the Contract adopting the conditions of this Agreement, and Provider accepts the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree as follows:

Responsibilities of Client

Client shall provide every necessary information required for the performance for services provided by er in order to meet the service level standards as required in this Agreement, including changes in the business that would affect the duties and responsibilities of Provider under this Agreement.

Responsibilities of Provider

Provider shall provide services that are identified in this Agreement as recognized as being under the authority of Provider. Any foreseeable or scheduled service downtimes must be notified to the Client informing the latter of the purpose or cause of such downtime. Provider shall provide a monthly report to Client regarding the status of the services.

Service Levels

During the term of this Agreement, Provider shall provide periodically Performance Reports for evaluation of Service Level Performance Measure for each criterion defined by the Parties.

Provider acknowledges that any failure to meet the required minimum standard of service that may have a material adverse impact on the business and operations of the Client shall entitle Client the right to any cost of adjustments reflecting the value of any lost service due to failure to meet the standard of level of service required ("Service Credits").

The following Service Levels shall be measured by the Provider:

Uptime

Client's business operations are between 7:00 a.m-6:00 p.m. PST Monday thru Friday and 8:00 a.m.-1 p.m. PST on Saturday and Sunday. Provider guarantees an uptime of 99% during these hours.

Assurance of Provider

For each of a tenth of the percentage that Provider falls, Provider shall credit Client the equivalent of the amount spent on the service partnership.

Performance Monitoring

The Provider shall develop and implement measurement and monitoring tools in accordance to Client's specifications and procedures necessary to measure, monitor, and report on the Provider's performance to verify compliance in providing the Services.

The Provider shall immediately notify the Client in writing if the performance of the Provider would tend to fail or fails to meet any Service Level Performance Measure.

Objectives

Provider shall be responsible in developing a metric that complies with the objectives and provide measurable steps for reaching your business goals. The objectives of the Service Levels and Service Credits are to:

1. Ensure that the Services are consistent and at par to industry standards of service or higher;
2. Quantify information of satisfaction based on the results;
3. Evaluate consistencies and errors that may prompt Client to address concerns on their end;
4. Penalize errors due to gross negligence that would have been prevented by existing measures; and
5. Incentivize the Provider for continuous compliance with the metrics or remedy any failure that shall affect the Service Level penalties.

Service Credits

The Provider shall be liable to pay Service Credits in the event that the Service Level falls below the minimum Service Level Performance Measure required.

The Service Credit is determined by the Service Level Performance Measure, and the Service Level Threshold calculated using the straight-line formula determined by the Parties hereto on a separate document.

Service credits owed are calculated on a quarterly basis.

Counterparts

This agreement may be executed in various counterparts which may stand alone and be deemed to be an original, but when combined together shall constitute one and the same agreement.

Relativity

This Agreement inures of and be binding upon the Parties hereto, their heirs, successors in interest and assigns.

Modification

No alterations or modifications shall be considered to this Agreement except as agreed by the parties in the existence of a written document signed by both parties.

Waiver

No waiver of Parties shall be deemed to have been made unless such waiver is expressed in writing and duly signed by the party hereto. The failure of any party to insist upon the strict compliance with regard to the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of such party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the _____ day of _____ in the year _____.

Signature of Client

Signature of Provider Representative



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