

SERVICE LEVEL AGREEMENT

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This Service Level Agreement (this "SLA") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("Provider"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("Customer").

Provider and Customer are each a "Party" and together the "Parties."

Recitals. Provider operates the service described below and Customer subscribes to or uses that service under a separate agreement (the "Master Agreement"). The Parties wish to set the performance, availability, and support commitments that apply to the service, together with the remedies available if those commitments are not met. This SLA supplements and is incorporated into the Master Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Scope

1.1 Service. "Service" means the [NAME / DESCRIPTION OF THE PRODUCT, PLATFORM, OR HOSTED SERVICE] that Provider makes available to Customer under the Master Agreement, including the features and components listed in **Exhibit A**.

1.2 Availability terms. "Available" means the Service is accessible and operating substantially in accordance with its documentation. "Downtime" means any period in which the Service is not Available, measured in minutes. "Uptime Percentage" for a calendar month equals (Total Minutes in Month – Downtime Minutes) ÷ Total Minutes in Month, expressed as a percentage and excluding Excused Downtime.

1.3 Excused downtime. "Excused Downtime" means Downtime caused by: (a) Scheduled Maintenance under Section 3; (b) a Force Majeure event; (c) Customer's acts, omissions, equipment, software, or network; (d) suspension permitted under the Master Agreement; or (e) factors outside Provider's reasonable control, including failures of third-party services not under Provider's control.

1.4 Precedence. This SLA controls over the Master Agreement only as to the subject matter of service levels, support, and the credits in Section 5. All other terms of the Master Agreement remain in effect.

2. Availability Commitment

2.1 Uptime target. Provider will use commercially reasonable efforts to make the Service Available at least [e.g. 99.9%] of the time during each calendar month (the "Uptime Commitment"), measured under Section 1.2.

2.2 Measurement. Provider will measure Availability using its own monitoring systems. Provider's measurements are presumed correct absent clear evidence to the contrary. Customer may request a summary of the monthly

measurement.

2.3 Exclusions. The Uptime Commitment does not apply to beta, trial, evaluation, or free-of-charge features, which are provided "as is" and excluded from any credit calculation.

3. Maintenance Windows

3.1 Scheduled maintenance. Provider may perform routine maintenance ("**Scheduled Maintenance**") during the standard window of [e.g. **Sundays, 12:00 a.m.–4:00 a.m. [TIME_ZONE]**]. Provider will give Customer at least [NUMBER, e.g. **48**] hours' advance notice of Scheduled Maintenance expected to cause Downtime.

3.2 Emergency maintenance. Provider may perform emergency maintenance without advance notice to address security threats, prevent imminent harm, or restore the Service. Provider will give notice as soon as reasonably practicable.

3.3 Maintenance excluded from Downtime. Time during properly noticed Scheduled Maintenance and reasonable emergency maintenance is Excused Downtime and is not counted against the Uptime Commitment.

4. Support and Response Times

4.1 Support channels. Customer may submit support requests through [EMAIL / PORTAL / PHONE] during [SUPPORT HOURS, e.g. **business hours 9:00 a.m.–6:00 p.m. [TIME_ZONE], Monday–Friday**].

4.2 Severity levels. Each request is assigned a severity: (a) **Severity 1 (Critical)** — the Service is unavailable or a core function is unusable with no workaround; (b) **Severity 2 (High)** — a major function is impaired but a workaround exists; (c) **Severity 3 (Normal)** — a minor or non-critical issue; (d) **Severity 4 (Low)** — a question or cosmetic issue.

4.3 Target response times. Provider will use commercially reasonable efforts to acknowledge requests within: Severity 1 — [e.g. **1 hour**]; Severity 2 — [e.g. **4 hours**]; Severity 3 — [e.g. **1 business day**]; Severity 4 — [e.g. **2 business days**]. Response times measure acknowledgment, not resolution.

4.4 Customer cooperation. Customer will provide reasonable detail, access, and cooperation to allow Provider to diagnose and resolve a request. Response targets are tolled while Provider is awaiting information from Customer.

5. Service Credits

5.1 Credit schedule. If the Uptime Percentage in a calendar month falls below the Uptime Commitment, Customer is eligible for a service credit equal to a percentage of the monthly fees for the affected Service: [e.g. **99.0%–99.9% = 10%; 95.0%–98.99% = 25%; below 95.0% = 50%**].

5.2 Claim procedure. To receive a credit, Customer must submit a written claim within [NUMBER, e.g. **30**] days after the end of the affected month, including the dates, times, and a reasonable description of the Downtime. Provider will validate the claim against its records.

5.3 Credit application. Approved credits are applied against future fees and have no cash value. Credits do not accrue interest and are not refundable on termination except as required by law.

5.4 Maximum credits. Total credits in any single month will not exceed [e.g. **50%**] of that month's fees for the affected Service.

5.5 Sole and exclusive remedy. Except for Customer's termination right in Section 6.2, the service credits in this Section 5 are Customer's sole and exclusive remedy, and Provider's entire liability, for any failure to meet the

Uptime Commitment or support targets.

6. Term, Chronic Failure, and Termination

6.1 Term. This SLA is effective for as long as the Master Agreement remains in effect, unless terminated earlier with the Master Agreement.

6.2 Chronic failure. If Provider fails to meet the Uptime Commitment in [NUMBER, e.g. 3] consecutive months, or in [NUMBER, e.g. 4] months in any rolling [NUMBER, e.g. 12]-month period, Customer may terminate the affected Service on [NUMBER, e.g. 30] days' written notice without penalty, and Provider will refund any prepaid, unused fees for the terminated Service.

6.3 Effect of termination. Termination of the Master Agreement terminates this SLA. Accrued but unpaid credits and any survival obligations continue as provided in the Master Agreement.

7. Limitations and Disclaimers

7.1 No additional warranties. This SLA does not expand any warranty in the Master Agreement. Except as expressly stated, the Service is provided subject to the warranties and disclaimers of the Master Agreement.

7.2 Liability cap. The credits and remedies in this SLA are subject to the limitation-of-liability provisions of the Master Agreement, which continue to apply.

7.3 Exclusions from commitments. Provider has no obligation under this SLA for failures arising from Customer's misuse of the Service, unsupported configurations, or use in violation of the Master Agreement or documentation.

8. General Provisions

8.1 Governing law and venue. This SLA is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.3 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.4 Amendment. This SLA may be amended only by a writing signed by both Parties or as the Master Agreement permits Provider to update service terms on notice.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This SLA may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this SLA as of the Effective Date.

PROVIDER

CUSTOMER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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