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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Company name and Customer for the provisioning of IT services required to support and sustain the Product or service.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
• Present a clear, concise and measurable description of service provision to the customer.
• Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA.

IT Service Provider(s): Company name ("Provider")
IT Customer(s): Customer ("Customer")

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Company name

Service Level Agreement

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TERMS OF SERVICE AGREEMENT

The following Terms of Service (the "Agreement") is effective [DATE].

BETWEEN: [YOUR COMPANY NAME] (the "Service Provider"), a corporation organized and existing under the laws of [STATE/PROVINCE], with its head office located at: [YOUR COMPLETE ADDRESS]

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of [STATE/PROVINCE], with its head office located at: [COMPLETE ADDRESS]

WHEREAS, the Service Provider is in the business of development, supply and operation of products and services relating to [DESCRIBE]; and

WHEREAS, this Agreement contains the Service Provider's terms of engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. SERVICES PROVIDED

Service Provider is prepared to provide the following professional services to Company: [DESCRIBE].

2. CALCULATION OF FEES AND OTHER CHARGES

- a. Fees for professional services are calculated on the time spent by Service Provider associates and staff attending to said services, multiplied by the relevant hourly rate. Time is costed by reference to [SIX] minute units. The hourly rate is applied to all work done on Company's behalf, including making telephone calls, writing letters, researching the laws, negotiating with partners, and preparing documents. The average hourly rate for Service Provider's professional service is \$[AMOUNT].
b. Before any bill is sent to Company, the Service Provider's Project Manager responsible for the matter will review it to ensure that fees and other charges are appropriate.

3. BILLING ARRANGEMENTS

- a. Billing occurs at the end of each month with the description of work performed during that month.
b. Bills are payable within [NUMBER] days of the date of invoice.

MANAGED WEB HOSTING SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth a detailed Service Level Agreement ("SLA") under which Company will provide a service to <<CustCompany>> in order to ensure the reliability and stability of all Web Hosting Services covered under this SLA.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

As a service, the standard Managed Hosting Service Level Agreement (SLA) with the Company is provided below.

1. Network Availability and Uptime.

<<Company>> guarantees that its Network and Connectivity shall be made available at all times. This 100% guarantee covers the availability of all Internet switches, peering, cabling, hubs, routers, DNS servers, load balancers, centralized servers, network appliances, backup and storage devices, management consoles, gateways and other equipment, now or in the future deemed as a requirement for connecting to the Internet and providing Company's services to Customer.

2. Infrastructure Availability and Uptime.

<<Company>> guarantees that its infrastructure shall be made available at all times. This 100% guarantee covers the availability of all power requirements, components, HVAC, fire suppression, security systems, UPS/PDU, appliances, power cabling, phone systems and other infrastructure or equipment, now or in the future deemed as a requirement for maintaining the network infrastructure and providing



### Service Level Agreement

In connection with all Services provided to County under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Application Service Provider ("ASP") hosting or Software as a Service ("SaaS") solution provided under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Provider. Provider shall promptly notify County in writing of any material change to its compliance with these standards. Any approval by County under this SLA may be approved in writing by the Contract Administrator or the Director of County's Division of Enterprise Technology Services ("ETS").

### 1. Definitions

- 1.1. "Provider Platform" means to the ASP or SaaS solution that constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data. Provider shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.
- 1.2. "County Data" means the data and information provided by County or its agents under this Agreement and all results derived therefrom through the use of the Provider's services, whether or not electronically retained and regardless of the retention media.
- 1.3. Any other capitalized terms not defined herein refer to those defined terms in the Agreement.

### 2. Security

#### 2.1. General

- 2.1.1. Provider will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request, Provider shall restrict access to County data to a specific source static IP address.
- 2.1.2. Provider shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County's data and the Provider Platform.
- 2.1.3. Provider's procedures for the following must be documented and approved by County within 30 days of the Effective Date of the Agreement:
  - 2.1.3.1. Evaluating security alerts and vulnerabilities;
  - 2.1.3.2. Installing security patches and service packs;
  - 2.1.3.3. Intrusion detection, incident response, and incident

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Many future IT service providers don't know how to write an MSA. By defining your offer in a Managed Services Agreement, you do not create a framework that provides MSPs with a repetitive way to expand their Å and increase profitability. Why does an MSP need a managed services agreement? A hot spare will not be counted as an operating computer for the purposes of this Agreement. The ideal duration of a three - year managed service contract. Our Model A Å based on the MSA I successfully used for years in my MSP. Your default MSA should cover the most important aspects of the relationship between your MSP and your customer. A Work Scope or a Service Proposal is often presented with an MSA when some type of project-based fixed work is involved. The following bookmarks are the ones you may not want to include in the Å review. Each Party shall make reasonable efforts to minimize the duration and consequences of any failure or delay in performance resulting from a major event. From the point of view of evaluation, this is a more easy sale, allows you not to keep your terms and prevents you from having to renegotiate all your contracts every year. Below are examples of contractual language that can be used in a managed service contract. The agreement defines which MSP services will provide, the minimum time for a response, the payment structure and the liability protection. If this is the case, your Managed Services Agreement (MSA) will be the most important tool for transformation. Neither party shall be liable for any failure or delay in the performance of its obligations Å this Agreement, provided such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, ,sejuÅÅÅierusni ,sejuÅÅÅierusni ,setnedica ,megatobas ,sivic soibrÅÅtsid ,sarreug ,sejuÅÅadnuni lliw ealpn ni ton fi dna ealpn ni era stnemeruqerR secivres deganaM lla rehtelw enimreted dna krowten sÅÅÅetneilic etaulave lliw PSM ,tneilic rof ecivres gnitaitni fo emit eht ÅA:erawtfos ro erawdrah detadtuio htw smelborp eziminim ot niev siht ni egaugnal edulcni !gnirb nac tnempiuqe dlo taht sehcadeah eht morf ssenisub ruoy tceortP ,tneilic dna rodnev neewteb pihnsnoitaler eht fo enot eht stes syaw ynam ni taht tcartnoc a si jÅLS( tneameerga level ecivres Å ,loot selas laitnetop a sa ASM ruoy fo kniht osla dluohs uoY .ti sevorrppa tneilic eht reffa tneameerga na otni denrut netto si WOS A .tneameerga secivres deganaM a ot srefef syawla tsoomla ÅÅÅASMÅÅÅe noitavirbba eht .Jemmhc Åi eht ni PSM ruoy ni esu thujim uoy taht noitaenemucod rehto morf reffid yeht woh dna ,nettirvevÅÅÅyeht woh ,sASM fo scificops eht ta kool resole a ekat sÅÅÅetel ,dias taht htw gniciirp dna ,senilemit dna selbareviled stes ,sksat cificops-tcejorp senifed ,tneemeruqer krow s'tcejorp a sehiresed Åi ,secivres deganam od ledom xif/kaerba a morf ssenisub ruoy gnivlowe nehv eurt yllacopse si siht ,detcetorp si ssenisub rieht gnirusne elihw eht lla gnillib ruo ecivres ot segnahc stseuqer tneilic a nehv evitpm-eerp eb ot yllilba eht dna snoitcetorp dedda sPSM sevig tsoy siht ni dedulcni egaugnal tfarid eht ,seittne owt eht neewteb enod ssenisub lla ot dnekte taht smret dna snoisivorp nommoc gnidivorp yv gnileaf erutuf rof ÅÅÅetalmfetÅÅÅe a sa tsonla gnivres sa ti fo kniht ,)'ereujaM ecrof' sa nierenh ot derrefef ylevitcelloc( flats lacinhcet sÅÅÅePSM fo ssnelli ruo noitaropnsart ruo ,tnempiuqe ,slairetam ,robal niatbo ot yllilbani ruo ,deniatio eb tsum stimpur ro sehhcnarf ,sesnecil ,snoitazirohtua ,slavorrppa mohv morf seidob latnemrevog ruo seitrarp driht fo yaled ro erulifaf ,ydob latnemrevog yna fo stca ,jyfsitas ot rewop s'yttrap eht nihtiv dna elbanosaer era sdnamed 'seeoylpme eht ton ruo rehtelhw (setupsid robal ,snoisolpxe ,smrots ,seograbme ,sedakcolb ,odroca oa ravac ed omsem setnÅ .0202 me oivbÅ rolav ed res eved euq alusu;Ålc artuo ÅÅ atsE ?ASM mu oversee uo omoc e riulcni odaicnereg soÅÅivres ed otartnoc uem euq O .alebata arap odnezart jÅtse ÅAcov euq soicÅfeneb so ramrifaer e rolav o odnaÅÅrofer ,sadnev ed atnemarref amu omoc apac ed anigi;Åp aus esU ,odroca lat ed mairigrus euq sodidnetne-lam e oÅÅsicerpmi ed opit o arap siamed sodacilpmoc oÅÅs soic;Ågen so ,etnemzilefni ,atsojorp amu a ni-dael mu omoc uo PFR otejorp mu a atposper amu omoc acrop amu rasu edop ÅAcov ,sotnemagap odniugesrep oriehihd e ommet rassap euq ret oÅÅn ÅAcov odnauq otief ahnet euq zilef jÅracif ÅAcov ,setneilic soa oÅÅivres ed atrefo aus ratneserpa e rinifed ,razinagro edop ÅAcov laua a bos arurturise amu eecenrof odaicnereg soÅÅivres ed otartnoc mU ,odivlovne jÅtse otejorp od ohlabart o odnauq adatneserpa etnemlareg ÅAcov jacrop( ohlabart ed oÅÅÅaraliced amU ,ortutif on otnemanioicler o moc rabaca ed edadissecen revuoh es ecectnoqa euq o e sejuÅÅavoner ,ohlabart ed sacitÅloj ,ogap ÅAcov ÅAcov odnauq e omoc lultoci ossi ,odasarta otnemagap od litÅÅ aid jÅi omoc ed osiva mu ,Åd PSM adicenrof ,agap odis ahnet lasnem axat a euq ÅÅta otomer e lacol on soÅÅivres ed oÅÅÅatserp a razilaeer ed otierid o avresser PSM oÅÅivres ed s'Åm esse arap s'Åm od ortemirp otep odibecer rof oÅÅn otnemagap o es ,ragap me ahlaf odaicnereg oÅÅivres ed otartnoc mu me adÅulcni res edop euq etneilic mu ed otnemagap ed ahlaf Å adanoicler lautartnoc megaugnil ed olpmexe mu jÅtse oxilabÅ ,rigrus jÅj atupsid amugla es raduja medop euq otnemanioicler ues o arap sejuÅÅardp ecelebatse mÅÅmÅat ,adalezap a ratroc ed es-euqifitrec ,etneug osop mu omoc ivres arap otnemanioicunuf od adate mob me sona 5 ed sonem oÅÅs ,eicidnÅÅp ad etneilic on odhlated emrofnoC ,sovitisspsid sortuo e sodaicossa serodatupmoc sues e soiri;Åusu so erboc otartnoc etsE ,sianoicida soÅÅivres so emrofnoC sadarutaf oÅÅres sotisiuqer so moc edadimrofnoC me eder a rezart arap saxat sÅ ,soiri;Åssecen soÅÅivres sO ,otartnoc ,otartnoc o bos mebecer sele euq od aralc oÅÅsneerpmoc amu met etneilic Ånd above all, an MSP should clearly define your offer in a written format. Focus mainly on finding and changing any clauses that create problems for you or that you benefit your business relationships. It is common that managed service agreements contain a SLA within them or equivalent contractual language that establishes the specificities of the service of the contract service. Contracts and agreements keep both sides of honest relationship and define expectations for the future of relationship. This is also critically important if you plan to sell the negro. Include an annual price increase clause. The terminating clause determines what will happen if you or your client decide to end the business relationship. You will notice the coverage sheet of our MSA model includes a list of verification of services and products offered that you can use to reinforce the value you are providing a customer before asking them To sign the dotted line. Would not it be great if all business transactions could be led to lunch and executed with handshake? If your contract has fallen behind your deals or business needs in terms of service offers for customers, the language of the contract and the terms of payment, so now is the time to update it . If the client does not pay for any services or items acquired, and this fails to continue for fifteen (15) days, the interest will be accumulated in any amount due to the rate of 12% per year until they paid . In general, MSA is a way to set your offer and manage expectations and keep the two parts happy throughout the relationship. Much judgment and error entered its development, but, in the last analysis, this document was the key to transforming my break-correction business to the managed service model with a repeatable and scalable way in Negotiities with a diverse clientele. Maps need to make it clear that an essential component of their customers' operations and should be paid paid ,ecnavda ,ecnavda tnemyap eriuqer durable smret ruoy taht Thes sesualc tnemyap, edulcni dluohs ASM ruoy ,viewung ruoy dluib think etalpmet Bluerutren Åsu uoy rehtelw edulcni dluohs uoy taht sesualc tneameerga secivres deganaM elpmaS etalpmet tneameerga secivres deganaM eerf Bluereternum daolnwO .tcepxe dluohs stneilic Plan gnidulcni sisirc jump semit gnirud pihnsnoitaler ssenisub eht jump snoitcepxe enifed ylræel DNA tnuooca Othni segnahc laitnetop eseht ekat tneameerga ecivres deganam ruoy taht tnatropmi ,tneiciffus yllausu noitaenemucod ruoy jump weiver ylræya Å Å ,snoisivorp hcilhw rednu era stneilic hcilhw erus reven ERA Å Å ç uoy taht hcus dnuora gnitaolf stneameerga tneretid jump hcub a tnaaw me Å ç nod ylliatrec uoY ,tneilic DNA) PSM (redivorp secivres deganam a neewteb tneameerga) tneameerga ecivres tnemeganam me think, tcartnoc secivres deganam A Dellac Ethsha Nac Hclhw (Asm Nac Hclhw Rueyb Ruy Ssnokcuia Dnowcue NacNoc Secraf Lanjmae Wo Jan Eht, l ortnoc ruoy dnoyeb era taht segamad think sessol ro elbatnuooca dliah ton atom uoy taht gnirusNE eruejaM ecrof .seitrarp lla rof snoitcetorp gnirusne elihw PSM ruoy jump lortnoc eht jump edistuo snoitautis tnuooca Othni gnikat, stneilic ruoy rof egarevovec etauqeqda edivorp durable tnaem sesualc eseht egaugnal Lautcartnoc EHT .SETON ERAPMOCO RUO SUAHC OTHCT DEEFA YLSUOGA YLSUOGER NEVAHT YEHAHT SSELU SSELUN LLUF at DNA

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