Service Level Agreement

Introduction

This Service Level Agreement (hereinafter referred to as the 'SLA') describes the levels of service that **The Client** will receive from **SoJo.**

Agreement

1. Scope

1.1 Parties

This Service Level Agreement is an agreement entered into between:

SoJo of **ADDRESS** hereinafter referred to as the 'supplier'.

Key Contact: **Sophie Austwick**
07817 751 882
sophie@sojo.io
And

Client Name, client address hereinafter referred to as the 'client'.

Key Contact: **Name**
Telephone Number
Email

1.2 Dates and Reviews

This agreement begins on **DATE** and will run for a period of **Length** until **DATE**

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's IT system.

1.3 Purpose

The client depends on IT equipment, software and services (together: 'the IT system') that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This Service Level Agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system. It also explains what penalties will be applied to the supplier should it fail to meet these levels.

This SLA forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

1.4 Equipment, Software and Services

This SLA covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Please note:

- The supplier guarantees **response times** for all items listed in this section.

- The supplier guarantees **uptime** only for items with a cross in the **Covered for uptime** column.

These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the guaranteed uptime and response time.

Item type	Number of items	Priority	Covered for uptime
AWS Shared Cloud Server Hosting	1	1	*
Nightly Backup Service with 14 day retention	1	2	x
Web Server (Apache)	1	1	x
MySQL Databases	2	1	x
Wordpress Instances (www.)	1	1	x

*The underlying server is covered by this SLA: https://aws.amazon.com/ec2/sla/

1.5 Exclusions

This SLA is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above.
- Software, equipment or services not purchased via and managed by the supplier.

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorised changes to the configuration or setup of affected equipment, software or services.
- The client has prevented the supplier from performing required maintenance and update tasks.
- The issue has been caused by unsupported equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

This SLA also does not apply if the client is in breach of its contract with the supplier for any reason (e.g. late payment of fees).

Having said all that, the supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible.

2. Responsibilities

2.1 Supplier Responsibilities

The supplier will provide and maintain the IT system used by the client outlined in section 1.4.

Additionally, the supplier will:
- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

2.2 Client Responsibilities

The client will use the supplier-provided IT system as intended.

Additionally, the client will:
- Notify the client of issues or problems in a timely manner.
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the supplier at all times.

3. Guaranteed Uptime

3.1 Uptime Levels

In order to enable the client to do business effectively, the supplier guarantees that certain items will be available for a certain percentage of time.

These uptime levels apply to items in the Equipment, software and services covered table that show a tick in the 'Covered for uptime' column.

The level of guaranteed uptime depends on the priority level of each item:

Priority level	Guaranteed uptime
1	99%
2	98%
3	97%

3.2 Measurement and Penalties

Uptime is measured using an external independent third party system which monitors availability at 5 minute interval.

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client.

This means the following month's fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA:

Priority level	Penalty per hour (Pro-rated to nearest minute)
1	5% of total monthly fee
2	2% of total monthly fee
3	1% of total monthly fee

Important notes:
- Uptime penalties in any month are capped at 60% of the total monthly fee
- Uptime measurements exclude periods of routine maintenance. The supplier will notify the client with at least 48 hours notice for any planned maintenance which will incur unavailability of the services. The client may adjust the schedule if the supplier is notified no less than 24 hours in advance.

4. Guaranteed Response Times

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

4.1 Response Times

The response time measures how long it takes the supplier to respond to a support request raised via email.

The supplier is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

		Issue severity (see **Severity levels** section, below)			
		Fatal	Severe	Medium	Minor
Item priority	1	1 hour	2 hours	8 hours	24 hours
	2	2 hours	4 hours	24 hours	48 hours
	3	4 hours	8 hours	24 hours	48 hours

Response times are measured from the moment the client submits a support request via the designated email address.

Response times apply during standard working hours (9.00am - 5.30pm Monday - Friday excluding Public Holidays) only, unless and additional contract between the client and supplier is made which specifically includes provisions for out of hours support.

4.2 Severity Levels

The severity levels shown in the tables above are defined as follows:
- **Fatal:** Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation — large number of users or critical functions affected.
- **Medium:** Limited degradation — limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation — few users or one user affected. Business processes can continue.

Response times are measured using the supplier's email received and sent timestamps.

It is vital the client raises every issue via email. If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

If the supplier fails to meet a guaranteed response, a penalty will be applied in the form of a credit for the client.

This means the following month's fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours by which the supplier missed the response time, minus the downtime permitted by the SLA:

Priority level	Penalty per hour (Pro-rated to nearest hour)
1	5% of total monthly fee
2	2% of total monthly fee
3	1% of total monthly fee

Important notes:
- Response time penalties in any month are capped at 60% of the total monthly fee.
- Response times are measured during working hours (9.00am - 5.30pm Monday - Friday excluding Public Holidays).

For instance, if an issue is reported at 5.00pm with a response time of 1 hour, the supplier has until 9.30am the following day to respond.

5. Resolution times

The supplier will always endeavour to resolve problems as swiftly as possible. It recognises that the client's computer systems are key to its business and that any downtime can cost money.

However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

6. Right of termination

The supplier recognises that it provides services that are critical to the client's business.

If the supplier consistently fails to meet the service levels described in this document, the client may terminate its entire contract with the supplier, with no penalty.

This right is available to the client if the supplier fails to meet these service levels more than five times in any single calendar month.

7. Cost

The supplier offers **X Months FREE (in conjunction with website design package)** hosting to the client after which the client will pay **X per calendar month** for the remaining duration of the contract. The monthly cost is subject to change dependant on the server requirements of the client. Any changes to cost will be submitted to the client for agreement prior to invoicing.

8. Signatures

This service level agreement is agreed as part of the IT support contract between **CLIENT** and **SoJo**:

Signed on behalf of the client:

Name:

Position:

Date:

Signed on behalf of the supplier:

Name: Sophie Austwick

Position: Designer Owner

Date: DATE