SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "Agreement") is made and entered into on this **[DATE]** day of **[MONTH]**, **[YEAR]** (the "Effective Date")

BETWEEN:

[SERVICE PROVIDER COMPANY NAME], a company registered in **[COUNTRY]** with company number **[COMPANY NUMBER]** whose registered office is at **[REGISTERED ADDRESS]** (the "Service Provider")

AND

[CLIENT COMPANY NAME], a company registered in **[COUNTRY]** with company number **[COMPANY NUMBER]** whose registered office is at **[REGISTERED ADDRESS]** (the "Client")

(together referred to as the "Parties" and individually as a "Party")

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings:

"**Agreement**" means this Service Level Agreement including any Schedules and amendments.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"**Business Hours**" means the hours of **[START TIME]** to **[END TIME]** on a Business Day.

"**Change Request**" means a formal request to change any aspect of the Services as further described in clause 13.

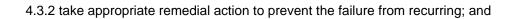"**Commencement Date**" means **[COMMENCEMENT DATE]**.

2. TERM AND RENEWAL

2.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term unless terminated earlier in accordance with clause 21.

2.2 Upon expiry of the Initial Term, this Agreement shall automatically renew for successive periods of **[RENEWAL PERIOD]** (each a "Renewal Term") unless either Party gives written notice to the other Party of its intention not to renew this Agreement at least **[NOTICE PERIOD]** prior to the expiry of the Initial Term or the then-current Renewal Term.

3. SERVICES

3.1 The Service Provider shall provide the Services to the Client during the Term in accordance with the terms of this Agreement.

3.2 The Service Provider shall provide the Services:

3.2.1 with reasonable skill and care;

3.2.2 in accordance with all applicable laws and regulations;

3.2.3 in accordance with the Service Levels; and

3.2.4 in accordance with good industry practice.

4. SERVICE LEVELS

4.1 The Service Provider shall provide the Services in accordance with the Service Levels set out in Schedule B.

4.2 The Service Provider shall monitor its performance against the Service Levels and shall provide the Client with reports on such performance at the frequency and in the format specified in Schedule B.

4.3 If the Service Provider fails to meet any Service Level, it shall:

4.3.1 investigate the causes of the failure;

4.3.2 take appropriate remedial action to prevent the failure from recurring; and

4.3.3 notify the Client of the remedial action taken.

5. SERVICE CREDITS

5.1 If the Service Provider fails to meet any Service Level, the Client shall be entitled to receive Service Credits in accordance with Schedule B.

5.2 Service Credits shall be calculated in accordance with Schedule B and shall be applied against the next invoice issued by the Service Provider to the Client.

5.3 The maximum amount of Service Credits that may be applied in respect of any **[PERIOD]** shall not exceed **[PERCENTAGE]**% of the Fees payable for that **[PERIOD]**.

7. SUPPORT SERVICES

7.1 The Service Provider shall provide support services to the Client in accordance with Schedule D.

7.2 The Service Provider shall provide support during the hours specified in Schedule D (the "Support Hours").

7.3 The Client may contact the Service Provider for support using the contact details and methods specified in Schedule D.

7.4 The Service Provider shall respond to support requests within the response times specified in Schedule D, based on the severity level of the Incident.

8. INCIDENT MANAGEMENT

8.1 The Service Provider shall implement and maintain appropriate incident management procedures to detect, report, record, categorise, prioritise, respond to, and resolve Incidents.

8.2 The Service Provider shall categorise Incidents according to the severity levels specified in Schedule D.

8.3 The Service Provider shall notify the Client of all Severity 1 and Severity 2 Incidents (as defined in Schedule D) as soon as reasonably practicable after becoming aware of such Incidents.

12. DATA PROTECTION AND GDPR COMPLIANCE

12.1 Both Parties shall comply with all applicable data protection laws and regulations, including the UK General Data Protection Regulation and the Data Protection Act 2018.

12.2 For the purposes of this Agreement:

12.2.1 the Client is the data controller and the Service Provider is the data processor in respect of any personal data processed by the Service Provider on behalf of the Client in connection with the provision of the Services; and

12.2.2 the subject matter, duration, nature, and purpose of the processing, the types of personal data, and the categories of data subjects are set out in Schedule A.

14. FEES AND PAYMENT TERMS

14.1 In consideration of the provision of the Services, the Client shall pay the Fees to the Service Provider in accordance with Schedule C.

14.2 The Service Provider shall invoice the Client for the Fees at the frequency specified in Schedule C.

14.3 The Client shall pay each invoice submitted by the Service Provider within **[PAYMENT PERIOD]** of the date of the invoice.

14.4 All amounts payable by the Client under this Agreement are exclusive of value added tax (VAT), which shall be added to the invoice at the appropriate rate.

23. SIGNATURES

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

[SERVICE PROVIDER COMPANY NAME]

Signature: _____

Name: **[NAME]**

Title: **[TITLE]**

Date: **[DATE]**

[CLIENT COMPANY NAME]

Signature: _____

Name: **[NAME]**

Title: **[TITLE]**

Date: **[DATE]**

SCHEDULE A: DETAILED SERVICE DESCRIPTION

[DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED]

SCHEDULE B: SERVICE LEVEL METRICS AND TARGETS

[SERVICE LEVEL METRICS, TARGETS, AND MEASUREMENT METHODOLOGIES]

SCHEDULE C: FEE SCHEDULE

[FEE STRUCTURE, PAYMENT SCHEDULE, AND INVOICING PROCEDURES]

SCHEDULE D: SUPPORT PROCEDURES

[SUPPORT HOURS, CONTACT METHODS, INCIDENT SEVERITY LEVELS, RESPONSE TIMES, AND RESOLUTION TIMES]

SCHEDULE E: CHANGE REQUEST FORM

[CHANGE REQUEST FORM TEMPLATE]

SCHEDULE F: CONTACT INFORMATION

[CONTACT INFORMATION FOR KEY PERSONNEL AND NOTICES]

SCHEDULE G: TRANSITION PLAN

[TRANSITION PLAN FOR SERVICE COMMENCEMENT AND TERMINATION]