

# SaaS Service Level Agreement

This SaaS Service Level Agreement (hereinafter referred to as the "**Agreement**") is made and shall be effective as on [Effective Date] (hereinafter referred to as the "**Effective Date**"),

By and Between

[Customer Name] (hereinafter referred to as the "**Customer**"), having its principal place of business at [Customer Address], and;

[Provider Name] (hereinafter referred to as the "**Provider**"), having its principal place of business at [Provider Company Address].

The Provider and the Customer shall be collectively referred to as the "**Parties**" and individually as the "**Party**."

The parties therefore agree as follows:

## TERMS AND CONDITIONS.

### 1. DEFINITIONS.

(a) "**Available**" and "**Availability**" means that the core functionality of the Services is accessible and usable by Customer.

(b) "**Monthly Uptime Percentage**" means the total number of minutes in a calendar month that the Services are Available, divided by the total number of minutes in that calendar month. The result is expressed as a percentage and rounded to two decimal places.

(c) "**Services**" means the cloud-based services provided by the Provider as described in the Scope of Services.

(d) "**Documentation**" means the user guides, manuals, technical documentation, online help, and other materials provided by the Provider that describe the features, functions, or use of the Services.

(e) "**Response Time**" means the period between the time a support request is logged with the Provider in accordance with this Agreement and the time when the Provider first responds to the Customer acknowledging receipt of the request and providing an initial assessment.

(f) "**Resolution Time**" means the period between the time a support request is logged with the Provider and the time the issue is resolved and the resolution is communicated to the Customer.

## 2. TERM AND TERMINATION.

This Agreement shall commence on [Effective Date] and remains in effect for [Initial Term], unless terminated earlier in accordance with any of the provisions of this Agreement. Upon expiry of the initial term, this Agreement shall automatically renew for successive [Renewal Term] terms unless either party provides the other with no less than [Notice Period for Non-Renewal] days' prior written notice of its intention not to renew. Any such renewal shall be on the same terms and conditions as set out herein, unless otherwise agreed in writing by the parties.

## 3. SCOPE OF SERVICES.

The Provider shall deliver the Services to the Customer on a software-as-a-service (SaaS) basis. These Services include [Service Inclusions]. The Services shall operate in accordance with the Documentation and subject to the service levels and other terms set out herein.

## 4. SERVICE AVAILABILITY AND UPTIME.

(a) **Uptime Guarantee.** The Provider guarantees that the Services will be available with a Monthly Uptime Percentage of no less than [Minimum Monthly Uptime Percentage]%, excluding any Excused Downtime as defined below. Availability is measured over each calendar month. If the Provider fails to meet this uptime commitment, the Customer may be entitled to Service Credits as set out in clause 5.

(b) **Excused Downtime.** For the purposes of calculating the Monthly Uptime Percentage, the following shall not be considered downtime ("**Excused Downtime**"):

(i) scheduled maintenance windows, provided that the Provider gives the Customer at least 48 hours' prior notice;

(ii) emergency maintenance required to address critical security or performance issues;

(iii) outages caused by factors outside the Provider's reasonable control, including but not limited to internet service provider failures or delays, force majeure events, or Customer-side connectivity issues;

(iv) downtime caused by the Customer's use of the Services in a manner not authorised under this Agreement or inconsistent with the Documentation; and

(v) outages resulting from the acts or omissions of the Customer or any third party acting on the Customer's behalf.

## 5. SERVICE CREDITS.

(a) If the Monthly Uptime Percentage in any given calendar month falls below the Uptime Guarantee specified in clause 4(a), the Customer shall be eligible to receive a service credit ("**Service Credit**") calculated as a percentage of the fees paid for the affected Services for that month, as set out below:

Monthly Uptime Percentage	Service Credit (% of monthly fees)
< [Guaranteed Uptime]% and $\geq 99.0\%$	[Service Credit 1]%
< 99.0% and $\geq 95.0\%$	[Service Credit 2]%
< 95.0%	[Service Credit 3]%

(b) To receive a Service Credit, the Customer must submit a written request to the Provider within thirty (30) days following the end of the calendar month in which the Service Credit arose. The request must include all relevant information supporting the claim. Failure to provide such request within the time period specified shall result in the waiver of any right to receive the applicable Service Credit.

(c) Service Credits will be applied to the Customer's next invoice for the Services, or, if no further payments are due, issued as a refund upon written request.

(d) The maximum aggregate Service Credits to be issued in respect of a single calendar month shall not exceed [Service Credit 3]% of the fees paid by the Customer for the affected Services in that month.

(e) Service Credits shall be the Customer's sole and exclusive remedy, and the Provider's sole liability, for any failure to meet the Uptime Guarantee set out in clause 4(a).

## 6. INCIDENT SEVERITY AND RESPONSE TIMES

(a) The Provider shall classify the severity of incidents and respond as follows:

Severity	Description	Target Response Time	Target Resolution Time
Severity 1 - Critical	A complete loss of service or a major functionality is unavailable with no workaround.	Within [Critical Response Time]	Within [Critical Resolution Time]
Severity 2 - High	A significant degradation of service impacting multiple users, with no reasonable workaround.	Within [High Response Time]	Within [High Resolution Time]
Severity 3 - Medium	A partial loss of service or issue affecting limited users, with a workaround available.	Within [Medium Response Time]	Within [Medium Resolution Time]
Severity 4 - Low	Minor issue or general query with minimal or no business impact.	Within [Low Response Time]	Within [Low Resolution Time]

(b) The Provider shall meet the targeted resolution times, except where resolution is delayed due to circumstances beyond the Provider's control, including but not limited to:

(i) failures or malfunctions of the Customer's hardware, software, or network infrastructure;

(ii) unauthorised alterations to the Services made by the Customer;

(iii) incidents arising during periods of Excused Downtime;

(iv) requests relating to training, configuration, or new features that do not pertain to incident resolution.

## 7. MAINTENANCE AND UPDATES.

(a) **Maintenance Services.** The Provider shall perform maintenance services necessary to ensure the continued operation, performance, and security of the Services. Such maintenance may include routine updates, patches, and other improvements to the software infrastructure.

(b) **Scheduled Maintenance.** The Provider may from time to time perform scheduled maintenance which may result in temporary unavailability of the Services. The Provider shall provide the

Customer with no less than [Scheduled Maintenance Notice Period] hours' prior written notice of any scheduled maintenance expected to impact Availability. Scheduled maintenance shall be conducted outside peak usage hours where practicable.

(c) **Emergency Maintenance.** The Provider may carry out emergency maintenance without prior notice where necessary to address critical vulnerabilities, performance degradation, or system instability. The Provider shall notify the Customer as soon as practicable after the commencement of such maintenance and shall restore full service Availability as soon as reasonably possible.

## **8. CONFIDENTIALITY.**

Each party shall maintain the confidentiality of all non-public information disclosed by the other party in connection with this Agreement and shall not disclose such information to any third party without prior written consent, except where required by law. This obligation shall survive the termination or expiry of this Agreement.

## **9. FORCE MAJEURE.**

Neither Party shall be liable for any failure in performance of the obligation under this Agreement due to cause beyond that Party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, and other acts of God) during the pendency of such event.

## **10. GOVERNING LAW.**

This Agreement hereto shall be governed and interpreted following the laws of the [Governing Law].

## **11. AMENDMENTS.**

No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed on behalf of the Parties hereto by their duly authorized representatives.

## **12. SEVERABILITY.**

In the event any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable.

## **13. NOTICES.**

Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the above-mentioned address.

## 14. ENTIRE AGREEMENT

This Agreement, together with all exhibits, schedules and related documents, constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, relating to the same subject. No party shall be bound by any representation or warranty not expressly set out in this Agreement.

## ACCEPTANCE AND SIGNATURE.

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**[Customer Name]**

**[Provider Name]**

Name:

Name:

Signature:

Signature:

Date:

Date: