

**SAMPLE
Service Level Agreement**

Customer / Client Name

&

Topsec Cloud Solutions

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Version	1.0

This Service Level Agreement defines the Services that Topsec Cloud Solutions will provide to **Customer Name** hereinafter called the Customer, and the Terms, Conditions and Charges that apply to those Services.

The details of this Agreement are confidential and may not be disclosed to any third party.

This Agreement hereto is accepted:

By the Customer: _____

Title: _____

Date: _____

And

By Topsec Cloud Solutions: _____

Title: _____

Date: _____

1. Duration

This Agreement shall enter force on the date of signature and shall remain in force for a minimum of one year from that date and subject to review every six months. Thereafter, this Agreement shall remain in force until terminated by either party giving the other ninety days' prior written notice.

2. Services Definition

Topsec Cloud Solutions will provide a number of services to Example listed in Appendix 1.

3. Responsibilities

The parties to this Agreement shall have responsibilities as defined in the following sections.

3.1. Topsec Cloud Solutions

Topsec Cloud Solutions shall have overall responsibility for the setup, management, operation and support of the Services defined in Section 2 of this Agreement. Specifically, these responsibilities shall be:

- a) Provision of an Account Manager who shall manage the setup, operation and support of the Services.
- b) Provision of a Help Desk Service, as defined in Section 8, to which all Service problems and queries shall be reported.

During the Services installation process Topsec Cloud Solutions shall be responsible for:

- a) Liaising with the Customer to determine the specific requirements, i.e. New domains to be added to the system or additional delivery IPs to be setup on Topsec Cloud Solutions system.
- b) Liaising with the Customer to determine when each of the Services have been provisioned and accounts allocated to end-users as required.
- c) Providing technical staff to support the management of the Services provided by Topsec Cloud Solutions and/or telephone support to the Customer's System Administrator.
- d) Confirming to the Customer that the Services are fully operational.

3.1.1. Services Operation

Topsec Cloud Solutions shall have overall responsibility for the ongoing operation and support of the Services. In particular, Topsec Cloud Solutions shall be responsible for:

- a) Management and operation of the Help Desk Services.
- b) Management and operation of the Topsec Cloud Solutions systems responsible for the delivery of Services to **Customer Name**
- c) The support and maintenance of all Software and/or Hardware Components for which Topsec Cloud Solutions is responsible.
- d) Monitoring of the operation of the Services to ensure optimum performance and availability.

3.2 The Customer

The Customer shall be responsible for:

- a) Provision of a Contact Person / Persons who shall liaise with the Topsec Cloud Solutions Account Manager on the implementation and operation of the Services.
- b) Providing to Topsec Cloud Solutions such information as is necessary for Topsec Cloud Solutions to perform its duties in respect of the provision of the Services.
- c) Notification to Topsec Cloud Solutions by the Contact Person of any changes or additions to the Customer's domains or delivery IPs that are likely to impact the delivery or operation of the Services.

3.2.1 Services Installation

During the installation process the Customer shall be responsible for:

- a) Directing and liaising with Topsec Cloud Solutions as required and determined by Topsec Cloud Solutions responsibilities.
- b) Providing Topsec Cloud Solutions with such information and/or assistance as is required for the successful completion of the Services installation.

Where the Customer does not have sufficient in-house expertise or resources to perform any of the above responsibilities, Topsec Cloud Solutions, at its own discretion, may offer to assume such responsibilities as cannot be performed by the Customer. Topsec Cloud Solutions shall require from the Customer a written purchase order for the provision of any such Services and shall provide the Customer with a written quotation for the performance of same. Topsec Cloud Solutions shall advise the Customer if such arrangement will affect the installation of the Services.

3.2.2. Services Operation and Support

During the continued operation of the Services, the Customer shall be responsible for the following Services Components and provisions:

- a) Notifying immediately and directly to Topsec Cloud Solutions Help Desk any problems that occur while using the Services.
- b) Providing to Topsec Cloud Solutions Help Desk on request all such information, regarding the circumstances under which a Services problem has occurred, as Topsec Cloud Solutions requires to resolve the problem.
- c) Notifying to Topsec Cloud Solutions Help Desk, immediately and directly, any changes to the Software Components or other related systems operating on the Customer's internal systems that may affect the correct operation of the Services.

4. Services Hours

Topsec Cloud Solutions will provide the services listed in Appendix 1 on a 24 x 7 x 365 bases. Normal Helpdesk Services shall be provided by Topsec Cloud Solutions to the Customer during standard Help Desk hours from 08:00 to 18:00 Monday to Friday, excluding all Public Holidays, but with the following exclusions:

- Periods for scheduled backup and maintenance on any of the Services Components. Such periods shall be notified to the Customer at least one week prior to the occurrence and shall be performed outside normal working hours.
- Periods for occasional maintenance interventions. These shall be notified to the Customer at least one working day prior to their occurrence.

The Help Desk Services shall be provided in accordance with the times specified in Section 8.

Emergency Helpdesk Services are provided on a 24 x 7 x 365 basis for customer impacting issues.

5. Services Availability

The Services shall be deemed available when confirmation of this has been distributed to the Customer.

6. Services Performance Level

Topsec Cloud Solutions will endeavour to ensure that any outages in relation to any of the services supplied to the Customer will be communicated directly to the Customer within 30 minutes of such outage.

7. Services Interruptions and Delays

Topsec Cloud Solutions shall warrant the Availability of the Services during Service Hours with the exception of interruptions and/or delays that can reasonably be attributed to any of the following:

- a) Failure of the Customer to perform any of their responsibilities.
- b) An outage or malfunction in the access network used by external third parties to connect to the Topsec Cloud Solutions Host and for which Topsec Cloud Solutions is not responsible.
- c) A Software defect, or malfunction in any customer Software and/or Hardware Components.
- d) Failure by any third party to deliver to Topsec Cloud Solutions a Services element over which Topsec Cloud Solutions has no influence and for which Topsec Cloud Solutions cannot be reasonably held responsible.

8. Help Desk

Topsec Cloud Solutions shall provide a Service Help Desk for the purpose of problem reporting and resolution. Problems relating to the Services shall be reported to the Help Desk via Telephone (+353 1 466 0686), Fax (+353 1 466 0687) or via email message to support@topsectechnology.com, or other e-mail address as specified to the Customer. Changes to the Help Desk access numbers or e-mail address shall be notified to the Customer in writing at least one week prior to the change taking place.

All problem reports shall specify a contact name and phone/fax number for the Customer.

8.1 Help Desk Hours

The Help Desk shall be provided from 08:00 to 18:00 WET during normal working days, i.e. Monday to Friday and excluding public holidays. Outside Help Desk Hours, problems may be reported via e-mail or telephone. For telephone calls outside the Help Desk Hours an answering machine will record messages for the Help Desk staff.

For out of hour's emergency Services please contact the Help Desk telephone number – **do not email** - and you will be connected to a support engineer for any emergency issues.

8.2. Out of Hours Customer Scheduled Work

Topsec Cloud Solutions will provide out of hours support for customer scheduled work to the Customer provided that at least 72 hours' advance notice of such support is provided via e-mail to the Topsec Cloud Solutions Account Manager or Help Desk.

Out of hours support for Customer Scheduled Work will be billed at Topsec Cloud Solutions current standard out of hours' rates. This rate is currently €1k per day. For

support requests for part of a day a minimum charge of €350 applies and thereafter a pro-rata amount of the daily fee.

8.3. Help Desk Response Times

During Help Desk Hours problems reported shall be responded to as defined below. In this context, a 'response' is defined as 'an acknowledgement to the Customer by Topsec Cloud Solutions, either verbally or via e-mail or fax, that a problem report has been received'.

- a) Problems reported by telephone shall be responded to immediately.
- b) Problems reported by fax or e-mail shall be responded to **within one hour** of receipt of the fax or e-mail message.
- c) Problems recorded on the answering machine shall be responded to within **one hour of the commencement of the next working day**.

9. Resolution Time

Topsec Cloud Solutions shall attempt to resolve all problems reported to the Help Desk within four hours of the initial response by the Help Desk to the Customer. Exceptions to this shall be:

- a) When the Help Desk is unable to contact any relevant person(s) at the Customer site to obtain assistance or information that is essential for the resolution procedure.
- b) When information requested by the Help Desk from the Customer is not provided within four hours, for whatever reason.
- c) When the problem is of a nature that requires a site visit to the Customer premises by a Topsec Technician and such a visit cannot be practically arranged or completed within four hours.
- d) Where a third party is required to respond as part of the resolution procedure.

10. Resolution Procedures

The procedures to be used for the reporting and resolution of all Services Problems are outlined below.

- a) All Services Problems and/or queries shall be reported to the Help Desk.
 - b) Subject to the Response Times specified in Section 8.3, the Help Desk shall, upon first contact with the Customer after the problem has been reported, provide the Customer with a reference number. This reference number shall be used in all further correspondence relating to the problem.
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- c) Upon request the Customer shall provide the Help Desk with all information relevant to the problem. For the purpose of clarity, this information may be requested in hardcopy form, and in such case, may be provided via fax or e-mail by the Customer. Upon receipt of such information and subject to the Responsibilities specified in Section 3, the Help Desk shall attempt to determine the Services Component in which the fault has occurred. Subject to item e) below, the Customer will be given an estimated time to resolve the problem. If the Help Desk is unable to determine the cause of the problem, further information may be requested or the Customer may be asked to reproduce the problem.
- d) Problems that are due to a failure in a Services Component, which is outside the responsibility of Topsec Cloud Solutions, as specified in Section 3, shall be progressed as defined in Section 11.
- e) Subject to the responsibilities specified in Section 3, the Help Desk shall attempt to resolve the problem and notify the Customer of progress as defined in Section 12.
- f) A problem shall be deemed resolved when the Customer accepts that the Service is Available, as specified in Section 5. The problem shall be closed at this point.
- g) If a problem cannot be resolved within the Resolution Time specified in Section 9, an Escalation Procedure shall be activated, as defined in Section 13, and the Customer shall be informed.

11. Problem Suspension

Where a Services problem is due to a failure in a Service Component that is outside the responsibility of Topsec Cloud Solutions and is not handled by the procedures defined in Section 10, the Customer shall be informed of this and the problem will be suspended. The Customer shall notify the Help Desk when the problem has been resolved by the responsible party or, in any case, shall advise the Help Desk of progress at intervals of two hours. The problem will be closed when the Customer notifies Topsec Cloud Solutions that the problem has been resolved and the Services is available.

12. CUSTOMER Notification Procedures

During the Resolution Procedures, the Customer shall be notified of all progress by the Help Desk. The Notification Procedure shall be as follows:

- a) During the initial contact with the Help Desk and after the problem has been fully reported, the Customer shall be informed of what action the Help Desk will take to progress the problem. This notification shall be verbally to the Customer contact, as specified in the initial problem report.
- b) After a further two hours, or other period mutually agreed between the Customer and the Help Desk, has elapsed without resolution the Customer

shall again be contacted by the Help Desk and notified of progress. This notification shall be via telephone to the Customer contact person and shall also be sent via fax or via e-mail to the Customer specified e-mail address.

- c) The Customer shall again be informed of progress each subsequent two hours thereafter, or other period mutually agreed between the Customer and the Help Desk until such time as the problem is resolved or the Escalation Procedure is activated.

In all cases when the Help Desk is unable to contact the Customer contact person within thirty minutes of the first attempt, the notification shall be deemed to have taken place when an e-mail or fax message has been sent to the Customer.

13. Problem Escalation

When the Topsec Cloud Solutions Help, Desk fails to resolve a Services Problem reported by the Customer within the Resolution Time a formal escalation procedure shall be activated as follows:

- a) After the Resolution Time, has elapsed the Help Desk shall advise the Topsec Cloud Solutions Operations Supervisor of the situation. The Operations Supervisor shall then take responsibility for further progress of the problem and shall advise the Customer. At this stage the Customer Contact Person shall also be advised of the situation.
- b) After a further four hours the Topsec Chief Technical Officer and General Manager shall be advised of the situation and shall assume responsibility for managing the Resolution Procedure.

Escalation Points

			E-mail Address	Phone Number
1	Service Support Desk		support@topsec.com	01 4660686
2	Operations Supervisor	Damien Holmes	dholmes@topsec.com	01 4263300
3	Chief Technical Officer	John Jensen	dcaffrey@topsec.com	01 4660686
4	Business Dev Manager	Niall Mackey	nmackey@topsec.com	087 2530705

14. Services Security

Topsec Cloud Solutions shall maintain a level of security of the Services at all times in accordance with the procedures and recommendations defined below. Any breach in security shall be addressed immediately and the Customer informed, where appropriate.

- a) Access to Topsec Cloud Solutions computer rooms and equipment shall be restricted to authorised personnel; the nomination of such personnel shall be at the sole discretion of Topsec Cloud Solutions.

- b) The Customer shall prohibit unauthorised access to all Services Components within the Customer premises.
- c) Access to all the Customer information within the Services Network, other than such information that must be externally accessible for the operation of the Services, shall be limited to authorised personnel.
- d) Topsec Cloud Solutions cannot guarantee the security of any e-mail message that is routed to an external recipient, unless specific security facilities are implemented, which are not currently included in this Agreement. It is possible to add extra layers of security such as Encryption to enhance protection of information in transit to external recipients. In recognition of this limitation, it is recommended that confidential data should not be exchanged in e-mail messages to external recipients.
- e) Topsec Cloud Solutions will maintain log details for all messages passing through the system. Such logs will permit Topsec Cloud Solutions to trace the progress of a message through the Topsec Cloud Solutions Host System.

15. Equipment and Systems Backup

Topsec Cloud Solutions shall ensure that adequate provision is made for the time replacement and/or repair of all Components that form part of the Services for which Topsec Cloud Solutions is responsible.

16. Minimum Services Period

The minimum period of Services Provision to the Customer shall be 12 months from the date the Services are commissioned for the Customer.

Where the Customer is decommissioned within this period, Topsec Cloud Solutions may negotiate an appropriate refund to the Customer for any advance payments.

17. Access to Information

Upon termination of the Services for whatever reason, Topsec Cloud Solutions shall grant to the Customer reasonable access to all relevant Services Information that is mutually agreed to be essential for the Customer to seek the implementation of a similar Services from an alternative provider. Topsec Cloud Solutions shall, on a best endeavours basis, provide such information in a format appropriate to the Customer.

18. Invoicing

- 1. As agreed

Appendix 1

List of services provided to Customer Name by Topsec Cloud Services:

- Topsec Email Security Services
 - o Blended Threats Anti-Ransomware and Anti-Phishing Services.
- FileXchange Services
- Domain Management Services
- Sample Descriptions for purpose of Document