WOODWARD ASSOCIATES

[Project/Product Implementation ID]

Service Level Agreement

for

Cloud Hosted Systems

Contact Details

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Confidentiality Agreement

The undersigned acknowledges that the information within this document is confidential and the property of Woodward Associates, and as such will not be disclosed without the express written permission of the Owner listed above. Only information contained within this document that is independently available within the public domain is exempt from this agreement.

The information contained within this document does not imply any contractual agreement, insurance or guarantee.

This document and any copies will be returned to Woodward Associates immediately upon request.

Signature _____

Name _____

Date _____

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Service Level Agreement

This Service Level Agreement ("SLA") is for Woodward Associates Cloud-Based Software-as-a-Services ("SaaS")

Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Contract Agreement. This SLA applies to the Woodward Associates Services listed herein (a "Service" or the "Services") and does not apply to separately branded products and services made available, or to any on-premises software that is part of any Service.

Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Woodward Associates Ltd and [Customer] for the provisioning of services required to support and sustain the [Product] system.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by all the stakeholders.

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

Goals & Objectives

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

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

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 and delivery.

Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Product Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Service Scope

The following services are covered by this Agreement:

- Provision and maintenance of the service and related material
- Manned telephone support
- Monitored email support
- System availability and performance monitoring

Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- Provision of definitions, specifications, and related source materials in line with agreed timescales and content.
- Payment for all support and development costs at the agreed interval or rate.
- Reasonable availability of customer representatives when resolving a service-related incident or request.

Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service and component related issues and requests.
- Provision of testing services with regards to all component and system deliverables.
- Appropriate notification to Customer for all scheduled maintenance and releases.

- Application of updates to the system as part of scheduled maintenance.
- Provision of telephone and email support.
- Monitoring of administration system availability and performance monitoring.

Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders in advance of those changes being enacted.

Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, contact points, and related components.

Support Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 0900 to 1700 Monday – Friday with the exception of statutory Bank Holidays

  Calls received out of office hours will be recorded on an answer phone service.

- Email support: Monitored 0900 to 1700 Monday – Friday with the exception of statutory Bank Holidays

  Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Critical

- An individual maximum time to resolution of 3 working days
- A mean time to resolution of 2 working days

Major

- An individual maximum time to resolution of 5 working days
- A mean time to resolution of 3 working days

Minor

- An individual maximum time to resolution as agreed between Customer and Woodward Associates Ltd, but likely in line with update releases.

See Appendix A for definitions of issue severity.

Escalation

When support monitoring identifies issues that have fallen outside the maximum time to resolution, the issue will be escalated.

Issues will firstly be escalated to the Product Manager, and then if necessary, to the Managing Director of Woodward Associates; Mr Roger Woodward.

An exception report will be produced for escalation and copied to the customer. This report will include the following items:

- Issue tracking reference
- Issue open and close dates
- Issue summaries
- Current issue status
- Reasons for incomplete resolution or testing
- Proposed remedial action
- Estimated time to resolution

Remedial action other than that proposed can then be determined between Customer and Woodward Associates.

Availability

Woodward Associates will not modify the terms of the SLA during the initial term of a Contract Agreement; however, upon renewal of a Contract Agreement, or other mutually agreed interval, the version of this SLA that is current at that point will apply.

We guarantee that SaaS Services contracted with Woodward Associates as "Standard Availability" will be available 95% of the time.

We guarantee that SaaS Services contracted with Woodward Associates as "High Availability" will be available 99.9% of the time.

Terms

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside reasonable control of Woodward Associates (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the data centres where the Service is located, including at the end-user site or between end-user site and the data centre where the Service is located)
2. That result from the use of services, hardware, or software not provided by Woodward Associates, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
3. Caused by the use of a Service after Woodward Associates requested a change in use of the Service, if there was no change in use as advised.
4. During or with respect to preview, pre-release, beta or trial versions of a Service.
5. That result from action, lack of action, or unauthorised access that has directly resulted from security breaches from end-users failing to follow appropriate security practices.
6. That result from an end-user failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with published guidance from Woodward Associates.
7. That result from faulty input, instructions, or arguments.
8. That result from end-user attempts to perform operations that exceed prescribed quotas or that resulted from Woodward Associates responses to suspected abusive behaviour.
9. Due to the use of Service features that are outside of associated Support Windows.
10. For Licenses reserved, but not paid for, at the time of the Incident.
11. Operations executed at the request of or as agreed with the end-user such as; restart, stop, start, failover, and rescaling that incur downtime are excluded from the uptime calculation.
12. Necessary maintenance windows that incur a downtime to update the Service or infrastructure is excluded from the uptime calculation.

Appendix A – Definitions

"**Downtime**" is the total accumulated Service Deployment Minutes during which the Service is unavailable. A minute is considered unavailable for the Service when there is no connectivity between the Service and the Service's Internet gateway.

"**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"**Incident**" means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Issue Severity**" is defined as follows:

1	Critical	A severe fault or change that prevents users from carrying out their tasks and for which no work around can be identified.
2	Major	Major fault or change with significant business impact or where the work around is complex or has significant business impact.
3	Minor	Minor fault or change for which a simple work around is available. Would be cleared during next release of software.

"**Monthly Uptime Percentage**" is calculated using the following formula:

Monthly Uptime % = (Maximum Available Minutes-Downtime) / (Maximum Available Minutes) x 100

"**Service Level**" means the performance metric(s) set forth in this SLA that Woodward Associates agrees to meet in the delivery of the Service.

"**Service Resource**" means an individual resource available for use within the Service.

"**Success Code**" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"**Support Window**" refers to the period of time during which a Service is supported.

Appendix B - Stakeholders

Relevant contact points for this agreement are as follows:

- For the Service Provider Woodward Associates Ltd

  Account Manager customercontact@woodwardassoc.co.uk

  Service Desk support@woodwardassoc.co.uk

- For the Customer [Customer]

  Customer Project Contact [Project Contact]

  _____

  Customer Technical Contact [Technical Contact]

  _____

  Effective Date [SLA Commencement Date]

  Next Review Date [Next Review Date]