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WEB APPLICATION SUPPORT SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

1. Scope of Services.

The purpose of this agreement is to reserve Company time on a monthly basis to perform maintenance and other tasks as requested by Customer.

Company shall, during the Term (as defined below) provide to Customer the following support and help-desk consulting services described below (the "Services" or "Work Product"), at such times as Customer may reasonably request.

Support Services may include, but are not limited to:

- a) Root-cause investigation and analysis, including all diagnostic services undertaken in order to determine the cause of or correction of problems as they are reported.
- b) Installing patches, fixes, and updates to operating system and/or servers; installing additional software packages to the operating system or server; and installing patches, fixes, and updates to additional software packages as requested by Customer.
- c) Emergency repair of systems.
- d) Active monitoring of Apache Web Server, MySQL Database server and any additional logging that Company deems necessary in order to help ensure Quality of Service (QOS) for systems being

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monitored.

- e) Developing policies and procedures for updating, maintaining and preserving systems, practices, methods or other documentation and knowledge transfer.
- f) Evaluating and making recommendations to Customer regarding web site, security, protections, or any other concerns Company or Customer may have in order to help maintain stability of Customer's Web Site, Application and related systems.
- g) Providing consultation and installation services for any new projects or tasks that the Customer requests of Company.
- h) Assisting in disaster recovery from backups and maintaining a local file library of all software, licenses, records, or purchases Company has made for Customer, and source code and maintaining a history log or other record for Customer concerning all installations, upgrades, patches, or other Services performed for Customer.
- i) Offering general advice and guidance to Customer's employees or end-users, and making recommendations to Customer concerning their systems and software.
- j) Liaising with vendors, consultants, engineers, customer support or other third parties or entities related to the maintenance and upkeep of Customer's systems and software.
- k) Providing time for consultation with Customer in order to schedule any projects, set priorities, or discuss special needs that Customer may have.

1.1 Limitation of Services.

Company shall not be responsible for the following:

- a) Liaising with billing and/or accounting on matters related to payment for third-party software, licenses, Services, or other items unless directly provided by or acquired for Customer by Company.
- b) Being available outside normal business hours for questions,

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troubleshooting or repairs.

- c) Fixing errors and omissions contained in any third-party resource outside of the direct control of Company, unless otherwise agreed upon in the specifications.

2. Specifications.

Company agrees to perform the Services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Term of Service.

This Agreement shall commence on <<StartDate>> and shall continue in full force and effect until terminated by either party upon at least ninety (90) days prior written notice. Absent a termination notice, no event (except breach) may terminate this Agreement prior to <<EndDate>>. Upon termination of this Agreement, Company shall transfer and make available to Customer all property and materials in Company's possession or subject to Company's control that are the rightful property of Customer. Company shall make every reasonable effort to secure all written or descriptive matter that pertains to the Services or Work Product and agrees to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies, and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Company shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

4. Additional Work and Development.

Customer agrees that additional work beyond the scope of this agreement or the retainer may be negotiated as a separate service and may require an additional agreement or scope of work for services and rates.

5. Billing and Understanding of Rates.

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To secure Company's commitment to perform the services listed above, Customer agrees to pay Company << Insert the Retainer Contract Fee>> as a retainer, billed monthly to be credited against all future services performed.

Fees are based on the minimum retainer rate and the actual time spent on services performed, at a rate of <<HourlyRate>> per hour, billed in quarter hour (.25) increments. Travel Rates shall be billed at <<HourlyRate>> per hour and << Insert the Travel Mileage Rate >> per mile. Phone conferences shall be billed at actual time when demanded or scheduled ahead of time by customer. Customer acknowledges that all phone or email time spent working on services for Customer shall be subject to the hourly billing rate. Rates are guaranteed for 60 days from the date of this agreement. Rates may be adjusted after this date without prior approval.

All estimates of time to complete a given task are based on Company's evaluation of the task, the extent of Company's involvement and the complexity of the task to be performed. During the course of working for Customer, additional requirements or problems may become evident or additional work may be requested or required. Customer further understands that all estimates are done using the information made available to Company by Customer and that all estimates may be subject to modification at any time. Company shall not exceed the retainer amount without Customer's prior written (including email) or verbal approval.

For all of Company's Services under this Agreement, Customer shall compensate Company in cash, on a monthly basis. In the event Customer fails to make any of the payments as agreed, Company will have the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all Services, or (3) bring legal action.

5.1 Availability for Travel and Work Performed at Customer's Location.

Work performed by the Company that is considered "onsite" or at a third-party location may be subject to, but not limited to the agreement and availability of Company for visits; the required number of onsite visits and any agreement, or any other related matters pertaining to work

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performed at Customer's location or locations. Company reserves the right to refuse travel requests when the work can be legitimately performed offsite.

6. Mutual Confidentiality.

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the Services or Work Product are the property of Customer. Materials shared between Company and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respective owner (the "Owning Party") and will constitute valuable trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without prior written consent from the Owning Party, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public or has been previously made available by the Owning Party in a public venue.

7. Limited Warranty and Limitation on Damages.

Customer shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Company directly or indirectly arising from or in connection with Customer's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this agreement by Customer. Customer warrants that everything it gives Company to incorporate into the Software Project is legally owned or licensed to Customer. Customer agrees to indemnify and hold Company harmless from any and all claims brought by any third party relating to any aspect of the Services Company renders to Customer, or any Web Site, Software or Project Company works with or creates, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by

Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via the Software Project.

Company makes no warranties or representations of any kind, whether expressed or implied, for the suitability or the outcome from the use of the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions. Use of any information or results obtained is at Customer's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Any connection speed or application execution speed for end users is not guaranteed. Company specifically denies any responsibilities for any damages arising as a consequence of any unavailability.

8. Independent Contractor.

Company is retained as an independent contractor. Company will be fully responsible for payment of Company's own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Company's behalf. Company understands that its personnel will not be entitled to any fringe benefits that Customer provides for Customer's employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

8.1. Independent Contractor Behavior.

Company agrees to adhere to all of Customer's policies and procedures concerning code and conduct while on Customer's premises. Customer agrees to make available to Company prior to the commencement of this Agreement all manuals, codes, rules, and regulations that Customer requires Customer's staff or employees to read and/or sign.

9. Insurance.

Company shall maintain throughout the entire term of this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death, and property damage that may arise out of or be

based upon any act or omission of Company or any of its employees, agents, or subcontractors under this Agreement. Upon written request, Company shall provide certificates from its insurers indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of each applicable policy. Company shall not name Customer as an additional insured on any applicable policy at any time during this Agreement, or as a condition of acceptance of this Agreement.

10. Equipment.

Customer agrees to make available to Company, for Company's use in performing the Services required by this Agreement, such items of hardware and software as Customer and Company may agree are reasonably necessary for such purpose.

10.1. Expenses.

Company will not be reimbursed for any expenses incurred in

DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/web-site-development-contracts/web-application-support-services-contract.htm>

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