



Customer Support SLA Template

OVERVIEW

An SLA (Service Level Agreement) is common in business between two companies to outline the expected level of service in the business relationship. It is beneficial to both parties to establish this agreement as it creates a level of mutual accountability and gives both companies a tangible goal to strive towards as they work together.

SLAs detail the services provided to customers, including how the work of the customer support/help desk department is prioritized along with agreed upon response and resolution times. For example, an SLA may describe the factors influencing first level problems (estimated solution time, number of customers affected, etc.) or may contain a table that defines severity levels, priorities, and the agreed upon response times.

Let's break down a basic SLA and we'll go into detail on what exactly the purpose of each area is in the agreement as well as how it relates to the business world. You are welcome to use this template as a starting point and add or remove sections as applicable to your unique situation.

PURPOSE

1. Explain the purpose and use of Service Level Agreements (SLAs) for technology/software.
2. Provide a template for users to create their own custom SLAs.

HOW TO USE THIS TEMPLATE

This template is provided as a guide to help you create your own custom SLA. It is intended for software and technology companies and as such may not be applicable to all industries.

Text that is formatted in **BLUE** is included to provide clarification, guidance, and/or instructions related to the use of the SLA template and its various sections. This text should be deleted from the document when edited for use in your business. Text that is formatted in **RED** is provided as an example, and is intended to be replaced with your own information as applicable.

SAMPLE AGREEMENT - CUSTOMER SUPPORT SLA

** Introduction – The purpose of this area is to set the framework of the SLA by identifying the vendor (“your company name”, “us”, or “we”) as well as the customer (“you”; as in YOUR customer). It is where you can also refer to a greater agreement (such as Terms of Service) and define how those terms will be used and referred to in regards to this SLA.**

CUSTOMER: *Customer Name*

SERVICE PERIOD: *(Month, Day, Year through Month, Day, Year)*

SERVICE LEVEL: *(enter the name of your service level: for example, Gold, Pro, Plus, etc.)*

This VENDOR Service Level Agreement (“SLA”) between VENDOR (“VENDOR”, “us”, “our”, or “we”) and users of the VENDOR Services (“CUSTOMER”, or “you”) governs the use of the SERVICE under the provisions of the [VENDOR Terms of Service](#) *(optional link)* (the “Terms”).

In order to provide optimal customer service to all departments, all issues must be received by the VENDOR help desk.

This SLA applies separately to each of your products, as defined in the Terms. This SLA does not apply to other material items.

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms. Capitalized words and phrases have the meaning specified in the Terms. We reserve the right to change the provisions of this SLA in accordance with the Terms.

DEFINITIONS

** Define Terminology – Being specific with language is important in an SLA. This area allows you to define critical words and phrases so there is no disagreement now or in the future on what this language means. Take your time here and make sure your definitions are clear and precise. Please note that definitions remain capitalized when cited in the agreement.**

“SERVICE(S)” means the platform(s) or application(s) running on VENDOR systems.

“Maintenance” means scheduled Unavailability of the VENDOR Services, as announced by us prior to the VENDOR Services becoming Unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the VENDOR Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any VENDOR

SLA Exclusions (refer to section 5).

“**Service Credit**” means a credit denominated in **US dollars**, calculated as set forth below, that we may credit back to an eligible account.

“**Unavailable**” and “**Unavailability**” mean, for application services and databases, when your service or database is not running or not reachable due to VENDOR’s fault. This excludes (a) devices that are unreachable or not running because the device’s provisioned resources (RAM, CPU, disk, as applicable) are insufficient; and (b) members of a database cluster where the cluster as a whole is not running or unreachable.

1(a). SERVICE COMMITMENT: Uptime

** Agreement Description – This area is straightforward and should be a clear and precise definition of its purpose. This is where you explain the specific inner workings of the agreement. Describe what the agreement entails and what happens if the agreement is not met. **

VENDOR will use commercially reasonable efforts to make SERVICE available with a Monthly Uptime Percentage of at least **99.95%** during any monthly billing cycle (the “**Service Commitment**”). Subject to the VENDOR SLA Exclusions (refer to section 6), if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of **99.95%** means that we guarantee you will experience no more than **21.56** minutes each month of Unavailability.

1(b). SERVICE COMMITMENT: Channels

VENDOR will provide CUSTOMER with the following support methods: **Select all that apply and replace Days/Hours as applicable**

Channel	Days/Hours
<input type="checkbox"/> Online Portal	<i>24 hours per day, 7 days per week</i>
<input type="checkbox"/> Live Chat	<i>(Monday - Friday 06:00 - 19:00)</i>
<input type="checkbox"/> Email	<i>(Monday - Friday 06:00 - 19:00)</i>
<input type="checkbox"/> Phone	<i>(Monday - Friday 08:00 - 17:00)</i>
<input type="checkbox"/> Dedicated Support Agent	<i>(Monday - Friday 08:00 - 17:00)</i>

all times are listed in **GMT-5:00*

(alternative paragraph to the previous table for non channel-specific support)

Help Desk Services will be provided between the hours of **8:00 am** and **5:00 pm**, **Monday** through **Friday**, excluding holidays. During this time the help desk will be staffed with a minimum of **(number)** people.

1(c). SERVICE COMMITMENT: Response Times

Severity Level	Definition	Response Time
<i>System Down</i>	<i>Complete loss of productivity; no access to system</i>	<i>Immediate</i>
<i>Critical</i>	<i>Business outage or significant customer impact that affects productivity</i>	<i>15 minutes</i>
<i>High</i>	<i>No immediate work stoppage; productivity is significantly reduced, time-sensitive issue that may affect future productivity; major customer impact</i>	<i>1 hour</i>
<i>Medium</i>	<i>Issue does not significantly impact current productivity; considerable customer impact</i>	<i>4 hours</i>
<i>Low</i>	<i>Issue requires minor investigation or monitoring; minor customer impact</i>	<i>1 business day</i>
<i>Training/Information</i>	<i>Request for information, training, etc.</i>	<i>1 business day</i>

2. REPORTING **optional**

VENDOR will provide monthly reports to CUSTOMER staff containing information on actual performance achieved in comparison to the service levels agreed upon. Information will be provided on both open and closed requests. CUSTOMER staff is not responsible for reporting, but may at their discretion audit the methods being used by the VENDOR to gather and report performance data.

3. SERVICE CREDITS

** Agreement Details – This is where you define the exact type and amount of credit offered based on specific uptime percentage, including how credit will be given to the customer. This should be very specific about the terms of the agreement between you and your customer. **

Service Credits are calculated as a percentage of the total charges due on your invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- Monthly Uptime Percentage less than 99.95% but equal to or greater than 99.0%: Service Credit of 10% of the charges attributable to the affected resources
- Monthly Uptime Percentage less than 99.0%: Service Credit of 30% of the charges attributable to the affected resources

For example, if you have an application device that is Unavailable for 25 minutes, you would be eligible for a Service Credit of 10% of that device's usage for the month. We will apply any Service Credits against future payments for the Services otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from VENDOR. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

4. SOLE REMEDY

** Additional clarification – Here is an area that can be used to explain and highlight very specific details. For example, this use of "Sole Remedy" outlines that this SLA is **only** applicable to the customer. This could be important if the customer is a reseller because it protects you if one of their clients is seeking a credit from your company. Other additions could include definition of Escalation Path, Dispute Resolution, etc. **

Unless otherwise provided in the Terms, your sole and exclusive remedy for any Unavailability, non-performance, or other failure by us to provide SERVICE is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

5. CREDIT REQUEST AND PAYMENT PROCEDURES

** Enforcing the Agreement – What happens when the agreement needs to be enforced? This is where you define it. In this instance, it includes information on how to receive a credit because the company failed in fulfilling their side of the agreement. It is important to be specific with the exact enforcement process to make sure no steps are left unclear or subject to interpretation. **

To receive a Service Credit, you must submit a claim by emailing *your support email*. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- The words “SLA Credit Request” in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- The account name(s); and
- Information that documents the error(s) and validates your claimed outage (confidential or sensitive information should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, we will issue a Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

6. SLA EXCLUSIONS

** Exceptions List – This may be the final area but it is also very important because it specifically outlines when the SLA is **not** valid. A list of ways your company will not be held responsible should a SLA violation occur is crucial to creating a fair SLA. For example, this SLA would not be enforced if a third party action occurs that causes a violation. The company would therefore not be required to provide a credit to the customer in this situation. **

The Service Commitment does not apply to any unavailability, suspension, or termination of the SERVICE, or any other SERVICE performance issue:

1. That results from a suspension or remedial action, as described in the Terms;
 2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the VENDOR network;
 3. That results from any actions or inactions of you or any third party;
 4. That results from the failure of equipment, software, or other technology belonging to you or any third party (other than third party equipment within our direct control);
 5. That results from failures of SERVICE not attributable to Unavailability; or
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6. That results from any scheduled Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may, at our discretion, issue a Service Credit considering such factors.

7. MODIFICATION

This agreement may be amended at any time with mutual consent of both parties.

EXECUTION OF SERVICE LEVEL AGREEMENT

** This page is for the signatures of both parties to finalize execution of the agreement. Representatives from each of the customer and the vendor should be noted along with their signatures and date signed. **

CUSTOMER: *Customer Name*

SERVICE PERIOD: *(Month, Day, Year through Month, Day, Year)*

SERVICE LEVEL: *Gold*

Agreed to and executed by authorized representatives of the parties:

CUSTOMER

Name: _____ Title: _____

Signature: _____ Date: _____

VENDOR

Name: _____ Title: _____

Signature: _____ Date: _____



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