# SaaS Service Level Agreement (template)

This Service Level Agreement (SLA) defines the terms and conditions under which the Service Provider provides the SaaS application (the Service) to the State of Vermont. The SLA covers the following aspects of the Service:

***Availability:*** The Service Provider guarantees that the Service will be available for at least 99.9% of the time in any given month, excluding scheduled maintenance and force majeure events. Availability is measured by the Service Provider's monitoring system and reported to the State of Vermont monthly. If the availability falls below 99.9%, the State of Vermont is entitled to a service credit as described below.

***Performance:*** The Service Provider guarantees that the Service will meet or exceed the performance metrics specified in the Service Specification document. Performance is measured by the Service Provider's monitoring system and reported to the State of Vermont monthly. If the performance falls below the specified metrics, the State of Vermont is entitled to a service credit as described below.

***Support:*** The Service Provider will provide technical support to the State of Vermont via email, phone, or chat, according to the support plan chosen by the State of Vermont. The Service Provider will respond to support requests within the following time frames, depending on the severity of the issue:

* **Critical**: Affecting all or a majority of users, resulting in complete unavailability or significant degradation of the Service. Response time: 1 hour.
* **High:** Affecting some users, resulting in partial unavailability or reduced functionality of the Service. Response time: 4 hours.
* **Medium:** Affecting a few users, resulting in minor issues or inconveniences with the Service. Response time: 8 hours.
* **Low:** Affecting one or a few users, resulting in cosmetic or non-urgent issues with the Service. Response time: 24 hours.

***Security:*** The Service Provider will implement and maintain appropriate security measures to protect the State of Vermont's data and prevent unauthorized access, use, disclosure, modification, or deletion of the data. The Service Provider will comply with all applicable laws and regulations regarding data protection and privacy. The Service Provider will notify the State of Vermont of any data breach or security incident within 24 hours of becoming aware of it.

***Backup and Recovery:*** The Service Provider will back up the State of Vermont's data daily and store it in a secure location. The Service Provider will restore the State of Vermont's data from the backup in case of data loss or corruption caused by the Service Provider's fault or negligence. The Service Provider will test the backup and recovery process regularly and report the results to the State of Vermont.

***Service Credits:*** In case of any failure to meet the availability or performance guarantees, the State of Vermont is entitled to a service credit as a percentage of the monthly fee paid for the Service, according to the following table:

|  |  |
| --- | --- |
| Availability/Performance | Service Credit |
| < 99.9% but >= 99%  | 10%  |
| < 99% but >= 95%  | 25%  |
| < 95%  | 50%  |

The service credit will be applied to the next invoice or refunded to the State of Vermont upon request. The service credit is the sole and exclusive remedy for any failure to meet the SLA.

***Exceptions:*** The Service Provider is not liable for any failure to meet the SLA due to causes beyond its reasonable control, such as natural disasters, wars, riots, strikes, acts of government, network failures, cyberattacks, or other force majeure events.

***Changes:*** The Service Provider reserves the right to change or modify any part of this SLA at any time, with prior notice to the State of Vermont. The State of Vermont may terminate this SLA if they do not agree with any such changes or modifications.

***Disputes:*** Any disputes arising from or related to this SLA will be resolved by mutual negotiation between the parties. If no resolution is reached within 30 days, either party may submit the dispute to binding arbitration under the rules of an independent arbitration body agreed upon by both parties.