



Prophet Computers

301 VZ County Road 3106

Edgewood, TX 75117

(903) 287-0206

Service Level Agreement (SLA) for IT Services

This Service Level Agreement ("SLA") is entered into between [Client Company Name], hereinafter referred to as "Client," and Prophet Computers, hereinafter referred to as "Provider." This SLA outlines the agreed-upon level of service and support that the Provider will deliver to the Client regarding IT services. The service levels stated in this agreement aim to establish a mutual understanding between the two parties.

1. Service Description and Scope

- a) **Description:** The Provider will deliver remote IT services, including but not limited to, network management, system administration, hardware and software support, and security management.
- b) **Scope:** This SLA applies to all IT services provided by the Provider to the Client and covers all devices and systems specified in the agreement.

2. Service Availability

- a) **Uptime and Availability:** The Provider will exert commercially reasonable efforts to ensure that the services specified in this SLA are accessible to the Client 24 hours a day, seven days a week, excluding planned maintenance periods.
- b) **Planned Maintenance:** The Provider shall provide notice to the Client at least 48 hours in advance regarding any planned maintenance that may result in service disruption. The scheduled maintenance period should, whenever possible, occur during off-peak hours.

3. Response and Resolution Time

- a) **Incident Response Time:** The Provider will acknowledge and respond to any reported incidents within 18 hours of receiving notification.
- b) **Incident Resolution Time:** The Provider will make all reasonable efforts to resolve minor incidents within 4 hours and major incidents within 1 business day. Resolution times may vary depending on the complexity of the issue.

4. Performance Monitoring and Reporting

- a) **Monitoring:** The Provider shall monitor the performance of the Client's IT systems to proactively identify and address possible issues or anomalies.
- b) **Reporting:** The Provider will provide the Client with regular performance reports, including system availability, incident metrics, and other relevant performance indicators, on a quarterly basis.



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5. Security and Data Protection

- a) **Security Measures:** The Provider will implement industry-standard security measures to protect the Client's data and IT infrastructure from unauthorized access, breaches, or other security incidents.
- b) **Data Backups:** The Provider will perform regular data backups as agreed upon with the Client to ensure data integrity and availability in the event of a system failure or data loss.

6. Customer Support

- a) **Helpdesk Availability:** The Provider shall maintain a helpdesk available to the Client during business hours (defined 8:00 AM to 5:00 PM, cst) to receive and address any requests, incidents, or inquiries.
- b) **Support Levels:** The Provider will offer multiple support levels, such as phone, email, and web-based support, to cater to different types of issues and prioritize them accordingly.

7. Change Management

- a) **Change Requests:** The Provider shall follow a standardized change management process that includes assessing change requests, evaluating potential risks, and obtaining client approval before implementing any changes that may impact the Client's IT services.
- b) **Change Notifications:** The Provider shall notify the Client in advance of any planned changes that may affect the availability or functionality of the IT services.

8. Termination and Compensation

- a) **Termination:** Either party may terminate this SLA with 14 days' written notice in case of a material breach or unsatisfactory service levels.
- b) **Compensation:** In the event of prolonged service disruptions or failure to meet the defined service levels, the Provider may offer compensation in the form of service credits or extended support.

9. Confidentiality

- a) **Confidentiality Obligations:** Both parties shall maintain the confidentiality of all proprietary, sensitive, or confidential information to which they gain access during the performance of this SLA, in accordance with the mutual nondisclosure agreement in place between the parties.

10. Governing Law and Dispute Resolution

- a) **Governing Law:** This SLA and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of The State of Texas.
- b) **Dispute Resolution:** Any dispute, controversy, or claim arising out of or in connection with this SLA shall be subject to mediation and, if required, binding arbitration conducted by a mutually agreed-upon arbiter or arbitration forum.



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This SLA, together with any attachments or addendums, represents the entire agreement between the Client and the Provider regarding IT services and supersedes any prior agreements or understandings. Both parties acknowledge that they have read, understood, and agreed to the terms and conditions outlined herein.


CLIENT:

Signature: _____

Name: _____

Date: _____

PROVIDER:

Signature:  _____

Name: Mike McConnell

Date: