# Service Level Agreements – Example 2

Review the service level terms and discuss the questions listed below for each. All terms are taken from a “standard” service level agreement and terms represent all of what was included in that standard SLA. Remember to consider both what is in the SLA (and what expectation it sets) and what is missing and the implications of not defining standards.

Each group will have a different SLA to discuss.

### Questions

Discuss each question in your small group. If you would like to submit your answers, you can do so at [www.gfoa.org/poll](http://www.gfoa.org/poll)

1. What does the SLA do well?

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1. What in the SLA concerns you?

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1. What is missing from the SLA?

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1. On a scale of 1 to 10 (1 = terrible and 10 = good), please rate the SLA

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**Example SLA 2**

### Uptime

The Quarterly Uptime Percentage for the Software Service will be ninety-nine and nine-tenths percent (99.9%) (the “**Uptime Commitment**”). Subject to the exclusions described below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 a nd the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools that we use.

### Exclusions

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

* + 1. Regularly scheduled maintenance of the Software Service that is communicated by VENDOR at least twenty-four (24) hours in advance via the Support Portal.
    2. any issues with a third-party service to which Customer subscribes);
    3. any problems not caused by VENDOR that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;
    4. VENDOR’s suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;
    5. the Software Service is experiencing an unforeseeable amount of user requests from Customer;
    6. software that has been subject to unauthorized modification by Customer;
    7. negligent or intentional misuse of the Software Service by Customer; or
    8. “Beta” or “limited availability” products, features and functions identified as such by VENDOR.

Customer may elect to use certain billable Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection. Such Professional Software Services may require Customer to complete a network assessment, and/or give VENDOR access to Customer’s network, in order to diagnose the issue.

### Customer Data

Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to VENDOR a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis, provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. VENDOR has no obligation to return Customer Data to Customer.