Standard Service Level Agreement

For

FULLY MANAGED APPLICATIONS



Service Level Agreement

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Review History

Version	Date	Review Detail	Reviewed By

1 Overall Intent

The purpose of this document is to provide an accurate description of the services and service levels provided by Vendor Z with regards to the applications listed in "Appendix A".

This document is neither designed nor intended to reflect desired customer support requirements or desired support levels with regards to the applications listed in "Appendix A". It is acknowledged that the service levels stated within this document may not reflect the support or service level aspirations of the Customer.

This document should be read in conjunction with the Corporate Service Level Definitions that are available from the Vendor Z website, your Account Manager or Service Delivery Manager.

1.1 Related Documents

Please note that this agreement should be read in conjunction with the following documents:

- Vendor Z Service Catalog
- Vendor Z Corporate Service Levels
- Vendor Z IT Security Policies



2 Service Level Agreement summary and signatories

This agreement, made between the Customer and Vendor Z, covers standard production and test applications listed in "Appendix A" which are FULLY MANAGED¹ and hosted in a Vendor Z secure facility. Development systems are not managed by Vendor Z service management and any incidents will be logged by the customer through the Service Center.

This agreement remains valid for 12 months for the date of signing. The agreement will be reviewed quarterly and any changes will be made to "Appendix A" as required. Changes to this agreement will be managed through the Vendor Z Change Management process.

This SLA outlines the services provided by Vendor Z at the commencement date of this agreement. Any future requests for changes to the services provided by Vendor Z for the Common applications listed in "Appendix A" are to be directed to the appropriate Vendor Z Service Delivery Manager.

2.1 Termination

If **Error! Reference source not found.** or Vendor Z wish to terminate support for any of the applications listed in "Appendix A" of this Agreement they will commit to concluding the Agreement so that there is as little disruption as practicable.

If one or both parties agree to trigger termination plans the following will be required:

- The party initiating the termination action will provide at least 6 months written notice, unless the termination is the result of a "force majeure"
- The parties will agree on a termination payment so that neither party is unfairly subjected to stranded costs associated with already provided services.
- The respective party will provide to each other a breakdown of any costs associated with a stranded costs claim.
- The parties will make all reasonable endeavors to assist with the transition of services.
- Both Vendor Z and the Customer agree that the apportionment of all direct termination costs will be mutually agreed.

2.2 Hardware ownership

Hardware assets listed in the Fixed Assets Register of Vendor Z are owned by Vendor Z. Hardware assets that do not appear in the Vendor Z Fixed Assets Register are deemed to be owned by the Customer

2.3 Data ownership

Vendor Z agrees that all data owned by Error! Reference source not found. will remain the property of the Customer.

2.4 Confidentiality

Vendor Z will ensure that appropriate confidentiality arrangements are in place in relation to business unit data that is confidential and must remain secure. This includes any third party contracts applicable to this agreement.

^{1 &}quot;Fully Managed" – As defined in the Vendor Z Service Catalog