

Service Level Agreement

This Agreement made the ____ day of _____ 2018

Between

McMaster Technical Inc.
Of 10504 Braeside Drive SE, Calgary Alberta ("the Supplier")

And

Of _____ ("the Client")

Introduction

The Supplier offers Primary First Level I.T. Support services.

The Client is in need of Primary First Level I.T. Support services.

NOW THEREFORE subject to the Terms and Conditions of this Agreement, the Client and the Supplier hereby agree as follows:

Term

1. The term of this agreement is for twelve (12) calendar months starting on _____ (Commencement Date) and continuing until _____ (End Date).

Services

2. First level problem determination. This shall include:
 - a. recording all problems;
 - b. resolving problems or assigning it to the appropriate specialist;
 - c. monitoring of issues;
 - d. Users will be notified of commitment times and any problems that occur in meeting the established commitment;
 - e. problem resolution will be documented and available in report status;
 - f. provision of monthly reports.
3. Services will be provided between the hours of 9:00 a.m. and 6:00 p.m. MST, Monday through Friday, except holidays unless previously scheduled or in case of emergency.
4. A single point of contact with the Client will approve:
 - a. Orders for new equipment;
 - b. Equipment moves, adds, and changes (equipment includes personal computers, printers and telephones);
 - c. Services such as data entry, building access authorizations, new computer user ID's and passwords, voicemail, Centrex lines, mainframe connections, file server connections, reports, and application program problems and requests.

Response Time

5. First level problem determination will be assigned using the following criteria:
 - a. number of customers affected;
 - b. effect on business mission;
 - c. context of problem;
 - d. deadlines;
 - e. estimated solution time;
 - f. application involved;
 - g. frequency of problem;
 - h. client's sense of priority
 - i. clients commitment level;
 - j. availability of a walk around;
 - k. threats to data integrity or computer security.
6. The telephone number (403) 695-7251 is a dedicated number to receive and resolve complaints. If the line is busy, calls will be forwarded to voicemail, where a message can be left. The Supplier guarantees a return call within ten (10) minutes of an urgent voicemail message. All messages left on voicemail will be confirmed for receipt within three (3) hours.

7. The following table will be used internally to prioritize calls and to give a response time commitment:

Security Level	Definition	Response Time
System Down	AS/400, mainframe, server	Immediate
Critical	Business outage or significant customer impact that threatens future productivity	Within 1 hour
Urgent	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long-term productivity that is not causing an immediate work stoppage; or there is a significant customer concern	Within 2 hours
Important	Important issue that does not have a significant current productivity impact	Within 4 hours
Monitor	Issue requiring no further action beyond monitoring for follow-up; if needed	Within 1 business day
Informational	Request for information only	Within 1 business day

8. Single point of contact response will be determined using the following criteria:

Definition	Response Time
Orders for new equipment provided by manager	Information conveyed to manager within one business day, then schedule confirmation
Equipment moves / adds	If specific date requested, Supplier will negotiate with all involved staff to confirm date
Data entry service	Information conveyed to data entry supervisor within one hour, then schedule confirmation provided by data entry
System sign-on requests	To be returned to user within five business days
Computer Reports	Information conveyed to manager within one business day, then schedule confirmation provided by manager
Application Requests	Information conveyed to manager within one business day, then schedule confirmation provided by manager.
Building Access Authorizations	Form to be sent to requestor within one business day
Budget Figures	Information conveyed to Client within one business day

Reporting

9. The Supplier will provide monthly reports to the Client containing information on actual performance achieved, compared to service levels agreed on.
10. Information will be provided on both open and closed requests.
11. The Client is not responsible for reporting, but may at their discretion audit the methods being used by the Supplier to gather and report performance data.

Technical Support

12. In order to provide optimal first level support service to all departments, all problem and repair calls must be received by the Supplier's help desk either by email at : help@MakingTechEasy.ca, or through the Supplier's online ticketing system available at <https://help.MakingTechEasy.ca>.
13. The supplier will strive to efficiently and effectively correct any errors or fix any problems or complaints. The supplier will not be liable to the client or any third-party for damages, including lost profits, lost savings or other incidental or inconsequential or special damages, even if the client advised the employer of the possibility of its occurrence.

Notice

14. All communication required or permitted under this Agreement will be given in writing and delivered to the parties at the following addresses:

The Supplier:
 McMaster Technical Inc.
 10504 Braeside Drive SW, Calgary, AB T2W 1B8

The Client:

Or to such other addresses as the parties may from time to time notify the other.

15. The parties may also specify any other mode of communication which they desire to use.

Confidentiality

The parties acknowledge that in order to provide services to the Client, the Supplier may have access to Confidential Information of the Client and vice versa. Confidential Information refers to any data or information relating to the parties which would reasonable be considered to be private or proprietary to the parties and that is not generally known and where the release of that information could reasonably be expected to cause harm to the parties. The Supplier and the Client agree that they will not disclose, divulge, reveal or use Confidential Information except for the purpose of this Agreement, or as authorized by the party providing such information or as required by law. This obligation of confidentiality will apply during the Term of this agreement, including any renewals, and will survive the Termination of this Agreement. All written and oral information and material disclosed or provided by the parties under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement. Upon the Termination of this Agreement, the Parties will return to each other any property, documents, records or any other material which is the property of the other party.

Termination of Agreement

This Agreement will terminate on the End Date. Services are maintained within the Term of this Agreement only. It can also be terminated at any time by either party giving 30 days' notice, in writing, of its intention to terminate. Should this Agreement be terminated by the Client prior to the End Date, all fees paid and unused are non-refundable.

Should the Client desire to renew this Agreement for another Term, it shall inform the Supplier and both parties will enter into an Agreement to renew subject to the specified terms and conditions.

Performance of Agreement

The parties agree to do everything necessary to ensure the performance of the Terms of this Agreement. In the event that the Supplier incurs legal fees, costs and disbursements in an effort to collect payment for invoices, the Client agrees to reimburse the Supplier for these expenses, in addition to interest on the unpaid balance.

Dispute Resolution

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly negotiation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation or arbitration, by a mediator or arbitrator agreed upon by the parties.

Amendment

Any amendment or modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Client shall not assign or otherwise transfer this Agreement without the prior written consent of the Supplier.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

Titles/Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

This Agreement shall be governed by the laws of the Province of Alberta.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this **DATE**.

MCMASTER TECHNICAL INC.

CLIENT COMPANY NAME

PER: Justin McMaster
Title: CEO
Date:

PER:
Title:
Date: