

SERVICE LEVEL AGREEMENT

Between:

Service Provider:

Client:

1. Definitions

“Agreement” means this Service Level Agreement including all schedules and appendices hereto.

“Services” means the services provided by the Service Provider to the Client as set forth in Section 3.

2. Scope of Services

The Service Provider agrees to provide the Services described in Schedule A, which forms an integral part of this Agreement.

3. Service Performance Standards

The Service Provider shall perform the Services in accordance with the service levels and standards specified in Schedule B attached hereto.

4. Term and Termination

This Agreement commences on the Effective Date and shall continue in effect until terminated by either Party upon thirty (30) days written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term and fails to cure such breach within fifteen (15) days of receipt of written notice.

5. Fees and Payment

The Client shall pay the Service Provider fees as set forth in Schedule C. Payment terms are net thirty (30) days from the date of invoice unless otherwise specified.

6. Confidentiality

Each Party agrees to maintain all Confidential Information received from the other Party in strict confidence and to use such information solely for the purposes of performing obligations under this Agreement.

7. Intellectual Property

All intellectual property rights in materials created by the Service Provider in connection with the Services shall remain the property of the Service Provider unless otherwise agreed in writing.

8. Liability and Indemnity

The Service Provider's liability for damages arising out of this Agreement shall be limited to direct damages and capped at the total amount of fees paid under this Agreement during the preceding twelve (12) months. The Client shall indemnify and hold harmless the Service Provider against any claims arising from the Client's misuse of the Services.

9. Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, or governmental actions.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory. The Parties agree to submit to the exclusive jurisdiction of the courts of that province or territory.

11. Dispute Resolution

The Parties shall attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. Failing which, disputes shall be submitted to mediation before initiating any litigation.

12. Amendments

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by authorized representatives of both Parties.

13. Entire Agreement

This Agreement, including all schedules and appendices, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

14. Notices

All notices must be in writing and delivered personally, by recognized overnight courier, registered mail, or by email with confirmation of receipt to the addresses specified by the Parties.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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