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OUTSOURCED HELP DESK SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Help-Desk Consultants") and <<CustCompany>> ("Customer").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Help-Desk Consultants hereby agree as follows:

1. Scope of Services.

Help-Desk Consultants shall, during the Term (as defined below) provide to Customer the following support and help-desk consulting services described below (the "Services" or "Work Product"), at such times as Customer may reasonably request.

Help-Desk Services include, but are not limited to:

- 1) Install patches, fixes, and updates to operating system and/or servers; install additional software packages to the operating system or server; install patches, fixes, and updates to additional software packages.
- 2) Maintain adequate protection and safeguard Customer against virus, trojan, spyware (the "Protections"), or any other unauthorized intrusion Customer may specify.
- 3) Develop policies and procedures for updating Protections.
- 4) Evaluate and make recommendations to Customer regarding network security, Protections, or any other concerns Help-Desk Consultants may have in order to safeguard Customer's network, workstations, computers, or other related systems.
- 5) Provide consultation and installation Services for any new projects or tasks that Customer requests of Help-Desk Consultants.

Customer Initials _____ Consultant Initials _____

- 6) Provide disaster recovery from backup and maintain a current file library of all software, licenses, records, or purchases Help-Desk Consultants have made for Customer, source code and maintain a history log or other record for Customer concerning all installations, upgrades, patches, or other Services performed for Customer.
- 7) Offer general advice and guidance to Customer's employees or end-users, and make recommendations to Customer concerning their systems and software.
- 8) Liaise with hardware engineers and customer support, or other Services or entities related to the maintenance and upkeep of Customer's systems and software.
- 9) Provide up to two (2) hours of consultation with Customer every month in order to schedule any projects, set priorities, or discuss special needs that Customer may have.

1.1 Limitation of Services.

Help-Desk Consultants shall not be responsible for the following:

- 1) Liaising with billing and/or accounting on matters related to payment for software, licenses, Services, or other items unless directly provided by or acquired for Customer by Help-Desk Consultants.
- 2) 24-7 monitoring of web site or web server status, unless otherwise specified and agreed upon in the specifications.
- 3) Fixing errors and omissions contained in any third-party resource outside of the direct control of Help-Desk Consultants, unless otherwise agreed upon in the specifications.

2. Specifications.

Help-Desk Consultants agree to perform the Services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Term of Service.

Customer Initials _____ Consultant Initials _____

This Agreement shall commence on <<StartDate>> and shall continue in full force and effect until terminated by either party upon at least ninety (90) days prior written notice. Absent a termination notice, no event (except breach) may terminate this Agreement prior to <<EndDate>>. Upon termination of this Agreement, Help-Desk Consultants shall transfer and make available to Customer all property and materials in Help-Desk Consultants' possession or subject to Help-Desk Consultants' control that are the rightful property of Customer. Help-Desk Consultants shall make every reasonable effort to secure all written or descriptive matter that pertains to the Services or Work Product and agree to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies, and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Help-Desk Consultants shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

4. Ownership Rights.

Help-Desk Consultants shall have ownership to all Help-Desk Consultants' Material. "Help-Desk Consultants' Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product (as defined in Section 1, Scope of Services, and in Exhibit B, Specifications).
- b) Materials that are solely owned by Help-Desk Consultants ("Pre-existing Works") or licensed to Help-Desk Consultants.
- c) Materials that are incorporated into the Work Product or a part of the Services.
- d) Additional materials shall include, but are not limited to: <<Insert additional material here.>>

Help-Desk Consultants shall hold all rights, title, and interest in and to Help-Desk Consultants' Material. Customer shall not do anything that may infringe upon or in any way undermine Help-Desk Consultants' rights,

Customer Initials _____ Consultant Initials _____

title, and interest in Help-Desk Consultants' Material, as described in this paragraph 4. Notwithstanding the above, Help-Desk Consultants hereby grant Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of any Help-Desk Consultants' Material employed under this Agreement.

5. Compensation.

For all of Help-Desk Consultants' Services under this Agreement, Customer shall compensate Help-Desk Consultants in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Help-Desk Consultants have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all Services, or (3) bring legal action.

5.1 Work Performed at Customer's Location.

Rules governing work performed by the Help-Desk Consultants that is

DEMO CONTRACT

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/specialty-project-contracts/outsourced-helpdesk-service-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Consultant Initials _____

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ProposalKit.com/htm/proposal-software-products.htm

