



# PROPOSAL KIT SAMPLE

## SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

## PRE-PACKAGED SOFTWARE SERVICE LEVEL AGREEMENT (SLA)

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

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

#### 1. Scope of Support Services.

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

Company will develop a process for support services for the Customer for the following software (the "Software") products:

<< Insert Commercial or Pre-packaged Software Product names here. >>

Support shall consist of the diagnosis and troubleshooting of technical problems or performance issues surrounding the Software and a resolution of issues within the Software. Issues involving a process, data, or other third-party requirement not involving a technical issue may require escalation to the Software manufacturer, alternate solutions, or a change in requirements not able to be rectified within the Software products.

Company provides email and phone support on a daily basis. Daily is defined as 9:00 A.M. through 5:00 P.M. Pacific Standard Time (PST), excluding holidays and weekends. Company also provides a ticket-based support system available online seven (7) days a week, twenty-four (24) hours a day.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

Company uses best efforts to correct all reported and reproducible errors within the Software. To aid Customer's expectations, Company uses the following severity classification levels to categorize all reported problems and issues.

**Severity Classification: High**

The reported problem is of a nature that prevents Customer from being able to use the Software; or critical features are unavailable, causing a critical interruption of business. Company will commence work on resolving the issue within one (1) hour of notification and will engage Company staff during business hours until an acceptable resolution is obtained.

**Severity Classification: Medium**

The reported problem involves features of the Software not working correctly and no alternate solution exists. Company will commence work on resolving the issue within three (3) hours of notification and will engage Company staff during business hours until an acceptable resolution is obtained.

**Severity Classification: Low**

The reported problem involves minor business impact, which includes problems with non-essential or non-critical features, individual access to a system or a device or other compatibility issues not under the direct control of Company. Company will commence work on resolving the issue within one (1) business day of notification and will engage Company staff during business hours until an acceptable resolution is obtained.

**Severity Classification: Maintenance**

The reported problem involves maintenance or minor business impact in which an update or patch is to be applied. Maintenance work, while often quick to complete, may require scheduling or consultation with Company or Customer staff in order to bring about the desired

maintenance. Company will commence work on resolving the issue within three (3) business days of notification and will engage Company staff during business hours until the maintenance is completed or an acceptable resolution is obtained.

These classifications are not intended as a consulting agreement for customer services or services to be rendered to Customer's clients. Company reserves the right to send Company staff to Customer's location(s) in order to correct problems and will coordinate with Customer on access and scheduling.

## **2. Scope of Development and Development Support Services.**

*Note: All custom development or integration is subject to a separate specification of work unilaterally agreed upon in writing by Company and Customer. Custom development shall not be treated as support or adhere to any schedule not outlined in the Scope of Support Services or Specifications. The Company severity classification does not apply to custom development services.*

Development Services include, but are not limited to:

- ◆ Installation of patches, fixes, and updates to listed software packages.
- ◆ Custom features and add-ons desired by Customer.
- ◆ Web site or Mail Server integration features.
- ◆ ETL or other Data processing services.
- ◆ Synchronization services for devices or workstations.
- ◆ Evaluation and recommendations regarding application and network security, protections, or any other concerns Company may have in order to safeguard Customer's Software or other related systems.
- ◆ Provide consultation and installation Services for any new projects or tasks that Customer requests of Company.
- ◆ Provide disaster recovery from backups and maintain a current file library of all software, source code, licenses, records, or purchases Company made for Customer; and maintain a history log or other

record for Customer concerning all installations, upgrades, patches, or other Services performed for Customer.

- ◆ Offer general advice and guidance to Customer's employees or end-users, and make recommendations to Customer concerning Customer's systems and software.
- ◆ Liaise with vendors, hardware engineers and customer support, or other Services or entities related to the maintenance and upkeep of Customer's systems and software.

### **3. Limitation of Services.**

Company 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 Company.
- 2) 24-7 monitoring of web site or

## **DEMO CONTRACT**

**This demo contract has been truncated. The complete 8 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/prepackaged-software-service-level-agreement.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 \_\_\_\_\_ Company Initials \_\_\_\_\_

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

