

Service Level Agreement (SLA)

For: Registered clients of SideKick Media Ltd.

By: SideKick Media Ltd.

Effective Date: 1st December 2008

Version

Version	Date	Description	Author
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Approval

Approvers	Date	Role
J. Alongi	9th Dec 2008	Service Level Agreement Document
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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between SideKick Media Ltd and registered clients of SideKick Media Ltd for the provision of IT Services required to produce media products or services and sustain the product or service.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Customer(s) by the Service Provider(s).

The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

- Service Provider(s): SideKick Media Ltd. ("Provider")
- Customer(s): Customer ("Customer") or Client ("Client")

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Descriptions of service

5.1.1. Media Production

High quality media production services inline with agreed clients requirement.

- Well written development code
- Thoughtful graphic design and UX design
- Where possible adherence to given media standards.

5.1.2. Marketing & Social Media

High quality marketing & social media services inline with agreed clients requirement.

- Researched concepts
- Analysed results
- Correct written language

5.1.3. Hosting

- Low cost, reliable online hosting accounts.
- Online system health check at www.webhostingstatus.com
- 99.9% guaranteed uptime.
- Technical support

5.2. Service Standards

5.2.1. Client scope

“The Provider” supplies “business to business” services with “Agency” based organisations only.

5.2.2. Cost

“The Provider” aims to offer its services at competitive market rates within near or under alignment to the new media industry’s accepted market rates. Whilst no actual figure is committed to within this agreement, it is noted that the charge will aim to be lower than market rates.

It is the goal of “The Provider” to enable “The Client”, if so chooses, to earn revenue by marking-up the service.

5.2.3. Quality

“The Provider” aims to provide a high quality service. This level of quality will be reflected in production of media, including design, development, marketing, copywriting & hosting. The same care, attention to detail and due diligence will be performed as if the product or service being commissioned by “The Client” was owned by “The Provider”.

5.2.4. Delivery

Subject to certain caveats, “The Provider” will deliver commissioned projects on or before the mutually agreed date. Failure to meet the agreed deadline and inline with given caveats will incur “The Provider” a financial penalty outlined below.

Caveats

The agreed deadline and any financial penalty will become void if any of the following points are valid:

- “The Client” requests any changes to the agreed project.
- “The Client” fails to reply to emails or telephone calls within 1 business day.

Financial Penalty

In accordance with the Delivery Standard and the set caveats, if “The Provider” does not deliver the agreed project on the mutually agreed date:

- “The Provider” will reduce the fee for the specific project by 10%

5.2.5. Responsibility & Non Disclosure

“The Provider” will maintain privacy of “The Client’s” information and their customers information.

“The Provider” will not contact “The Client’s” customers unless mutually agreed in writing.

“The Provider” will not seek recognition or award for work undertaken for “The Client”, however may choose to display the work on their own website or marketing material for purpose of illustrating the quality of service to other prospects that operate in the agency sector.

If “The Client” prefers not to have their projects illustrated on “The Providers” website or marketing material they may opt-out prior to sign-off.

5.2.6. Liability

“The Provider” will maintain liability & indemnity insurance.

“The Provider” will provide proof of liability & indemnity insurance on their website for “The Client” to view here:

<http://SideKick.org/liability-insurance/>

5.2.7. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5.2.8. Refund, Replacement or Cancellations

Refund

“The Provider” abides by the Consumer Rights Act under UK Law and as such will provide a refund inline with UK statutory rights if a replacement of goods or service is not possible.

Replacement

In line with the Consumer Rights Act under UK Law “The Provider” will ensure that products and services operate as documented within fair limits. If exceptional circumstances arise where there are on-going issues directly related to the service or product supplied by “The Provider” and whereby “The Client” has not caused malfunction, then “The Provider” will work efficiently to assess, fix and if required replace the product or the service undertaken.

Cancellation

All services and goods that are sold as a service require 30 days prior notice of cancellation.

All outstanding fees and invoices must be settled.

Transferring products/services to other suppliers may incur a transfer-out fee. Transferring Domain names to other suppliers incur an exit charge of £99.00 per domain name.

5.2.9. Currency

All fees are charged in GBP, UK Sterling. Payment in other currencies is accepted however will be converted to GBP using the rate of conversion available on the date of payment.

5.2.10. Export

There are no export restrictions on goods or services.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 5:00 P.M. Monday - Friday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday - Friday
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day unless the issue is “Hosting” related and best efforts will be made to answer / action the email.

6.2. Service Requests

In support of services outlined in this Agreement, “The Provider” will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as High priority.
- Within 48 hours for issues classified as Medium priority.

- Within 5 working days for issues classified as Low priority.

7. Client Requirements

Client responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- To liaise/project manage their own customer and provide direct project instructions to “The Provider”
- To send a signed copy of this agreement to “The Provider” by email or post to solidify the agreement.
- To request prior to project start date for payment terms to be longer than 30 days.