FREE TEMPLATE

The IT Maintenance SLA Template

A clause by clause starting point for a maintenance and support service level agreement, with severity definitions, a metrics table, and the terms that decide what happens when something goes wrong.

A service level agreement is not a marketing document with numbers in it. It is the answer to three questions: what is covered, how quickly will somebody act, and what happens when they do not. Most maintenance agreements answer the first, gesture at the second, and skip the third entirely. This template gives you clause language for all three, written to be edited rather than admired.

> **THIS IS A STARTING POINT, NOT A FINISHED CONTRACT**
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> The clause language below is a drafting aid. It is general in nature, it is not tailored to your jurisdiction, sector or circumstances, and it is not legal advice. Have your own attorney review and adapt anything you intend to sign or issue. Bracketed text marks the decisions you must make yourself.

Five decisions to make before you draft

Every difficult clause in an SLA descends from one of these. Answer them first and the drafting becomes mechanical.

1. What is in scope, listed by system rather than by category

servers, endpoints, network, cloud tenants, SaaS, applications, sites

2. Service hours, and what coverage exists outside them

3. How severity is decided, and who decides it

4. What the remedy is when a target is missed

service credit, escalation, review, termination right

5. What the client must do for the targets to be achievable

access, approvals, contact availability, supported versions

The severity matrix

Severity must be defined by business impact, not by which system is involved. A printer is trivial until it is the one printing shipping labels. Define impact, then let the definition classify the ticket.

SEVERITY DEFINITIONS. ADJUST THE TARGET COLUMNS TO WHAT YOUR PROVIDER CAN GENUINELY COMMIT TO AND YOU CAN GENUINELY AFFORD.

Severity	Definition by impact	Target response	Target update cadence	Target resolution or workaround
P1 Critical	A business critical service is unavailable or unusable for multiple users, with no workaround, and work stops	[30] minutes, 24/7	Every [60] minutes until resolved	[4] service hours
P2 High	A business critical service is degraded, or unavailable to a single user performing a time critical function, with a partial workaround	[1] service hour	Every [4] service hours	[8] service hours
P3 Medium	A non-critical service or a single user is affected, work continues with inconvenience	[4] service hours	Daily	[3] business days
P4 Low	Minor issue, question, or cosmetic fault with no operational impact	[1] business day	Weekly	[10] business days
Service request	A standard change such as a new user, access change, or equipment build	[1] business day	On completion	[5] business days

RESPONSE IS NOT RESOLUTION, AND BOTH NEED DEFINING

Response means a qualified person has taken ownership and contacted you. An automated ticket acknowledgment is not a response, and a clause that does not say so will be read as though it is. Resolution should permit a documented workaround that restores business function, with the underlying fix tracked separately, otherwise providers are incentivized to argue about whether a problem is really resolved.

The clause library

1. Scope of services

Provider shall provide the maintenance and support services described in Schedule [A] in respect of the systems listed in the Supported Systems Inventory at Schedule [B] (the "Supported Systems"). The Supported Systems Inventory shall be reviewed jointly by the parties every [three] months and updated by written agreement. Any system not listed in Schedule [B] is outside the scope of this Agreement until added in accordance with this clause.

Why it is drafted this way. Scope defined as a category ('all servers') creates a dispute the first time a system appears that nobody agreed to support. Scope defined as a list, with a scheduled review, converts that dispute into a routine agenda item.

2. Service hours and channels

Service Hours are [08:00 to 18:00] local time on Business Days, excluding [public holidays in the jurisdiction of the Client's principal place of business]. Provider shall accept incident reports at any time via [portal, email and telephone]. Incidents reported outside Service Hours shall be [triaged for severity on receipt, with P1 incidents handled in accordance with the 24/7 targets in Schedule [A] and all other severities treated as received at the start of the next Service Hours period].

3. Severity classification

Severity shall be assigned on the basis of business impact in accordance with the definitions in Schedule [A]. The Client shall propose the initial severity. Provider may propose a reclassification, giving reasons in writing. Where the parties do not agree, the [Client's] classification applies until the matter is resolved under the escalation procedure at clause [10], and the applicable targets shall run from the time of original report.

Why it matters. Whoever controls severity controls the clock. A provider given unilateral reclassification rights can move any ticket out of a demanding target. This drafting keeps the clock running while the disagreement is resolved, which removes the incentive to disagree.

4. Response and resolution targets

Provider shall meet the response, update and resolution targets set out in Schedule [A] for at least [95] percent of incidents in each calendar month, measured by severity. Response means acknowledgment by a named, suitably qualified engineer who has taken ownership of the incident. An automated acknowledgment does not constitute a response. Resolution means restoration of the affected business function, whether by permanent fix or by a workaround accepted in writing by the Client, provided that where a workaround is used Provider shall continue to pursue a permanent resolution and shall report on it at each service review.

5. Measurement, reporting and records

Provider shall measure performance against the targets using [Provider's service management system], and shall provide the Client with a monthly report within [ten] Business Days of month end setting out, at a minimum: volume of incidents by severity, attainment against each target, all incidents that breached a target with an explanation, open incidents older than [thirty] days, and any recurring root cause identified. The Client may, on [ten] Business Days' notice and not more than [twice] per year, audit the underlying records supporting these reports.

Why it matters. A target that only the provider can measure, from data only the provider can see, is not enforceable in practice. The audit right is rarely exercised and reliably improves the accuracy of reporting.

6. Exclusions

The targets in Schedule [A] do not apply to: (a) faults caused by systems outside the Supported Systems Inventory; (b) faults arising from the Client's failure to meet its obligations under clause [7]; (c) periods of agreed Planned Maintenance under clause [8]; (d) faults in third party services where Provider has raised the matter with the relevant supplier and is awaiting response, provided Provider notifies the Client and continues to pursue resolution and to provide updates at the agreed cadence; and (e) events of force majeure. Provider shall record and report each excluded period, with reasons.

Read this clause hardest. Exclusions are where an SLA is won or lost. A third party exclusion with no notification duty and no continuing obligation allows a provider to stop the clock and go quiet. The wording above stops the clock but keeps the duty.

7. Client responsibilities

The Client shall: (a) provide Provider with the access, credentials and information reasonably required to deliver the services; (b) maintain a nominated contact and a deputy who are available during Service Hours; (c) report incidents through the agreed channels with the information set out in Schedule [C]; (d) keep Supported Systems at vendor supported versions unless otherwise agreed in writing; and (e) not make or permit changes to Supported Systems outside the change procedure at clause [8] without notifying Provider.

8. Planned maintenance and change

Provider shall give the Client at least [five] Business Days' notice of Planned Maintenance affecting availability, shall carry it out within the agreed maintenance window of [day and time], and shall include for each change a description, the expected impact, and a rollback plan. Emergency changes required to preserve security or availability may be made with such notice as is reasonably practicable, and shall be documented and reported to the Client within [one] Business Day.

9. Service credits and remedies

Where Provider fails to meet the monthly attainment threshold for any severity, the Client shall be entitled to a service credit calculated as [X] percent of the monthly service charge for each [full percentage point] of shortfall, subject to a maximum of [Y] percent of the monthly service charge in any month. Service credits shall be applied to the next invoice without the Client being required to claim them. Where Provider fails to meet the threshold in [three] consecutive months or [four] months in any rolling twelve month period, the Client may terminate this Agreement on [thirty] days' written notice without liability for early termination charges. Service credits are the Client's sole financial remedy for failure to meet the targets and are without prejudice to the Client's other rights and remedies at law.

Two details do the work here. Credits applied automatically rather than on claim, because credits that must be claimed usually are not. And a termination right after sustained failure, because a credit worth a small percentage of a monthly fee is not a meaningful consequence on its own. The final sentence is a common provider requirement and is a point to discuss with your counsel.

10. Escalation

The parties shall each nominate contacts at three escalation levels in Schedule [D], being an operational contact, a service manager, and an executive sponsor, with contact details maintained current. Either party may escalate an incident or a service issue to the next level where it has not progressed within [the applicable update cadence] or where the parties disagree on classification or scope. Escalation contacts shall be reviewed at each service review.

11. Security obligations and incident notification

Provider shall maintain administrative, technical and physical safeguards appropriate to the services, including multi-factor authentication on all access to Client systems, individually attributable accounts for personnel, removal of access within [one] Business Day of a person ceasing to require it, and logging of privileged activity retained for at least [twelve] months. Provider shall notify the Client without undue delay and in any event within [twenty-four] hours of becoming aware of any security incident affecting Client systems or Client data, and shall provide the information the Client reasonably requires to meet its own notification obligations.

Why this clause belongs in a maintenance agreement. A maintenance provider holds privileged access to your environment. Their incident becomes your obligation. The notification window must work for your obligations under the rules that apply to you, which is a question for your counsel and, where relevant, your insurer.

12. Documentation and data ownership

All documentation created by Provider in the course of the services in respect of the Client's environment, including asset inventories, network documentation, configuration records and runbooks, shall be the property of the Client. Provider shall maintain it in a current state and shall make it available to the Client on request in a commonly used, machine readable format, and in any event on expiry or termination of this Agreement.

13. Review, term and charges

The parties shall hold a service review [quarterly], attended by the service manager of each party, covering performance against targets, recurring root causes, the Supported Systems Inventory, risks and planned work. This Agreement runs for an initial term of [twelve] months and continues thereafter unless terminated on [ninety] days' written notice. Charges may be adjusted once in any twelve month period, on not less than [sixty] days' written notice, by no more than [the lesser of a stated percentage and a published index], and any adjustment outside that limit requires the Client's written agreement.

14. Exit assistance

On expiry or termination for any reason, Provider shall, for a period of up to [sixty] days, provide reasonable assistance to transition the services to the Client or its nominated replacement, including handover of documentation and credentials, knowledge transfer sessions, and cooperation with the incoming provider. Exit assistance shall be charged at the rates in Schedule [E], which shall be agreed at the date of this Agreement. Provider shall not withhold documentation, credentials or Client data on the grounds of any dispute over sums claimed to be due.

> **NEGOTIATE THE EXIT WHILE THEY WANT TO WIN THE WORK**
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> The exit clause is the only one you can never renegotiate later, because by the time you need it your leverage is gone. Rates agreed at signature, and an explicit prohibition on withholding credentials during a dispute, are worth more than a small discount on the monthly fee.

The clauses providers most often push back on

PUSHBACK IS NORMAL. WHAT MATTERS IS WHETHER THE REASON OFFERED IS A REAL OPERATING CONSTRAINT OR A PREFERENCE FOR AMBIGUITY.

Clause	Typical objection	A reasonable landing point
Client controls initial severity	Clients over-classify everything as critical	Client classifies, provider may challenge with reasons, repeated over-classification is a service review agenda item
Automatic service credits	Administrative burden	Automatic application, with a modest cap and an agreed calculation method
Termination for sustained failure	Too aggressive for a small contract	Longer trigger period, or a cure plan first with termination if the plan is missed
24 hour security notification	We may not have full facts that quickly	Notify of the fact within the window, with details to follow as established
Documentation ownership	Documentation lives in our platform	Ownership stays with the client, with an export obligation in a usable format
Audit right on reporting	Confidentiality and effort	Limited frequency, on notice, scoped to records relating to this client only
Capped price increases	Costs are outside our control	Index linked cap, with anything above it requiring written agreement

Review checklist before signature

Work through these with the draft in front of you, then send it to your attorney.

- [ ] Every system you depend on appears by name in the supported inventory schedule.
  Including SaaS platforms, cloud tenants, and anything at a second site.
- [ ] Severity is defined by business impact and there is a named process for disagreement.
  Check who controls the clock while the disagreement is unresolved.
- [ ] Response is defined as a person taking ownership, not an automated acknowledgment.
- [ ] Resolution allows an accepted workaround, with the permanent fix tracked separately.

- [ ] Every exclusion carries a notification duty and a continuing obligation to pursue resolution.
  Read the third party and force majeure exclusions twice.
- [ ] The remedy for sustained failure is more than a small credit.
  A credit alone is a discount for poor service, not an incentive to improve it.
- [ ] Reporting is monthly, specific, and auditable.
- [ ] Security obligations and an incident notification window are included and workable for your own obligations.
  Check this against your insurance conditions and any client contracts that flow down requirements to you.
- [ ] Documentation and data ownership sit with you, with an export obligation.
  Ask to see a sample of the documentation format before you sign.
- [ ] Exit assistance is defined and priced at signature.
- [ ] Price adjustment is capped or indexed, with a defined rescope trigger.
- [ ] Your attorney has reviewed the final document, and your insurer has seen anything that affects cover.
  This template does not replace either of those reviews.

YOUR NEXT STEP

Set the targets against what your environment can actually support

A four hour resolution target is meaningless if a critical system has never had a timed restore, and a support scope written from a template will miss the systems that quietly matter most. The IT Health and Risk Assessment establishes what you run, what condition it is in, and what recovery genuinely takes today, so the targets you sign up to are achievable and the scope schedule reflects your real dependencies rather than a generic list.

Get the $997 IT Health & Risk Assessment at eversourceitservices.com

Important. This template is general information and a drafting aid only. It is not legal advice, it does not create an attorney client relationship, and it has not been prepared for your jurisdiction, sector or circumstances. Contract law, consumer protection rules, data protection obligations and enforceability of remedies such as service credits and limitation of liability vary by state and country. Have a qualified attorney draft or review any agreement before you issue or sign it, and consult your insurer where the terms may affect cover.