

OpenEMIS Cloud Hosting Service Level Agreement (SLA)

1. Introduction

This Service Level Agreement ("SLA") outlines the terms and conditions under which the OpenEMIS lab coordinated by Community Systems Foundation, hereinafter referred to as "the Service Provider," will provide cloud hosting services for its software products to OpenEMIS countries, hereinafter referred to as "the Client."

2. Cloud Hosting Scope

The Service Provider will host the following software products:

- OpenEMIS Portal
- OpenEMIS Core
- OpenEMIS Exams
- OpenEMIS Registrations
- OpenEMIS Integrator
- OpenEMIS DataManager
- OpenEMIS Dashboard
- OpenEMIS Monitoring
- OpenEMIS Visualizer

3. Service

The Service Provider commits to providing sufficient hosting resources to ensure the Clients instance of OpenEMIS software performs adequately under normal usage loads for all base functions.

The service includes provision and ongoing maintenance of networking, security, servers, storage, databases and associated system software configured to optimally run OpenEMIS software.

The Service Provider commits to providing the following environments for OpenEMIS software: Production and User Acceptance Testing (UAT) Environments. The UAT Environment will be upgraded automatically when new versions of the software are released. The Production Environment will be upgraded by the Service Provider upon authorization by the Client.

The Service Provider commits to maintaining a monthly uptime percentage of at least 99.9% for the cloud hosting services.

The Client shall inform the Service Provider in advance of any expected change in load that could affect the availability and/or performance of the cloud infrastructure.

4. Maintenance Windows

Scheduled maintenance windows will be communicated to the Client in advance. The Service Provider will make reasonable efforts to schedule maintenance during non-business hours.

5. Technical Support

The Service Provider will offer technical support for issues related to cloud hosting. Details of the support service levels are covered by the OpenEMIS Support SLA.

6. System Monitoring and Reporting

The Service Provider will monitor the performance of the hosted environment and provide reports as required to the Client, including:

- Uptime and downtime reports.
- Performance metrics.

7. Security

The Service Provider will implement and maintain strict industry-standard security measures to protect the cloud hosted environment and confidentiality, integrity, and availability of data, including:

- **Data Encryption:** The Provider will ensure that sensitive data stored within the OpenEMIS cloud hosting environment is encrypted at rest using strong encryption algorithms. All data transmitted to and from the OpenEMIS cloud hosting environment will be encrypted using secure protocols (e.g., TLS/SSL) to prevent unauthorized access and interception.
- **Access Control:** Access to the OpenEMIS cloud hosting environment will be restricted to authorized personnel only. The Provider will enforce strong authentication mechanisms and role-based access controls to prevent unauthorized access to sensitive data.
- **Security Patches:** Security patches shall be applied in a timely manner to address known vulnerabilities and mitigate security risks.
- **Security Audits:** Security audits shall be conducted including Vulnerability Assessment and Penetration Testing (VAPT).

8. Confidentiality and Data Ownership

The Service Provider will maintain the confidentiality of data hosted on their servers and acknowledge that all data belongs to the Client.

9. Data Backup and Restore

The Service Provider will perform daily data backups for a period of one month and monthly data backups for a period of one year. The Service Provider will implement procedures for data restoration in the event of data loss.

10. Disaster Recovery

The Service Provider will maintain a disaster recovery (DR) plan to ensure the timely recovery of data and services in the event of a catastrophic failure. The DR Plan shall include a recovery time objective (RTO) and recovery point objective (RPO).

11. Service Fees

The service fees for the cloud hosting subscription are USD 5,000 per annum. The service fees are payable in advance, unless alternative arrangements have been negotiated and agreed with the Service Provider.

At any time, the Client may request increased hosting infrastructure to accommodate additional load in system usage. This could be on a temporary or permanent basis. The Service Provider will provide a quotation for additional infrastructure. The Service Provider will adjust the hosting infrastructure and invoice the Client directly for any additional costs incurred.

12. Miscellaneous

This SLA constitutes the entire agreement between the parties regarding the cloud hosting services for the OpenEMIS suite of products and supersedes any prior agreements or understandings, whether oral or written.

13. Termination of Agreement

Either party may terminate this SLA with 30 days' written notice if the other party fails to meet the terms outlined herein.

14. Amendments

Any changes or amendments to this SLA must be agreed upon in writing by both parties.

15. Governing Law

This SLA shall be governed by and construed in accordance with the laws of the United States.

Signatures:

Authorized Signature	Authorized Signature
Date	Date
	Jon F. Kapp, Executive Director
Authorized Client Representative	Authorized Service Provider Representative
	Community Systems Foundation
Client Organization	Service Provider Organization