# SERVICE LEVEL AGREEMENT

## DEFINITIONS

- "**Application**" means the combination of computer hardware, computer software programs, and data transmission facilities
- "**Available**" or "**Availability**" means that the Application is performing substantially in accordance with the applicable user guide or other documentation.
- "**Business Day**" means a day, Monday through Saturday, excluding the holidays.
- "**Commencement Date**" means the date on which the UAT is accepted.
- "**Errors**" means verified, reproducible, material malfunctions of the Application or any related supplied software that prevent the Service from performing as described in the Service Agreement or the applicable user guide or other documentation.
- "**Force Majeure Event**" is as defined in the Main Agreement.
- "**Product Support Hours**" are the hours during which the support teams will be available to provide routine Support as outlined below.
- "**Scheduled Downtime**" means time designated by the Parties in advance when the Service will be unavailable. Scheduled Downtime is normally used to allow the Application provider to properly maintain and/or update the Application or to maintain the performance of the Service.
- "**Standard Service Availability Hours**" means time when the Service can be expected to be Available as outlined below.
- "**Support**" means all work performed by the Application provider in connection with ensuring that the Service performs the functions described in the Service Agreement and the applicable user guide or other documentation.
- "**Unscheduled Downtime**" means any time during Standard Service Availability Hours when the Service is not available, other than scheduled downtime and downtime caused by Outside Factors.
- "**Uptime**" means the time when the Service is operational in accordance with this SLA and the applicable user guide or documentation.

## SLA GENERAL TERMS AND CONDITIONS

### 1. SLA Effective Date

This SLA takes effect upon the Commencement Date and will continue in effect for the duration of the Main Agreement .Upon any renewal of the Main Agreement, this SLA will continue in effect unless the parties otherwise agree in writing.

## 2. Applicability of Definitions

In addition to the Definitions herein given, the Definitions of in the Main Agreement are applicable to this SLA. In the case of conflicting definitions, the definitions contained in the Main Agreement shall prevail.

## 3. Service Requirements

**The Application provider** shall use commercially reasonable efforts to comply with the obligations set forth in these general terms and conditions, as well as the requirements herein set forth as specific to the Service.

## 4. Temporary Suspension

**The Application provider** may temporarily suspend the Service for necessary repairs. However, **the Application provider** will provide prior notice when commercially practicable under the circumstances, and shall restore Availability of the Service as soon as commercially practicable.

## 5. General Support

**The Application provider** is committed to providing excellent support and access to knowledgeable personnel. Most questions and issues related to the Service will be addressed during Product Support Hours, which may differ from Standard Service Availability Hours.

## 6. Severity Levels and Response Times

Upon report of a problem with the Service, **an Application provider** representative will acknowledge the report by issuing a confirmation, either by phone or email, and **the Application provider** will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

| SEVERITY LEVEL | DESCRIPTION OF PROBLEM | TARGET RESPONSE TIMES |
|---|---|---|
| SEVERITY 1 | A critical problem that involves Availability or fundamental functionality of the Application that precludes productive use of the Service, and that is having, or is likely to have, an immediate and material impact on a critical business activity. | **The Application provider** will respond within 2 hours of receipt of the report of the issue.<br><br>**The Application provider** will begin working on a solution or workaround to any Error causing Availability problems within 2 hours after initial report if received during Product Support Hours, or within 6 hours of initial report if received outside Product Support Hours.<br><br>**The Application provider** will provide an action plan within 6 hours for the development of a patch, bypass, or workaround for any Severity 1 condition that involves fundamental functionality of the Application.<br><br>Once the issue is identified and logged, **the Application provider** will provide services to resolve a Severity 1 condition on a diligent-efforts priority basis 7 days per week until that condition has been patched or bypassed. |
| SEVERITY 2 | A significant problem that involves functionality of the Application or degraded Availability, but that does not preclude productive use of the Service and is not having or/not likely to have an immediate and material impact on a critical business activity. | **The Application provider** will begin working on a solution or workaround to any Severity 2 condition resulting in degraded Availability no later than the end of the Business Day following initial report.<br><br>**The Application provider** will provide an action plan within 2 Business Days for the development of a bypass or workaround for any Severity 2 condition that involves functionality of the Application.<br><br>Once the issue is identified and logged, a Severity 2 Error will be worked on during regular business hours. |
| SEVERITY 3 | An inconvenient problem with the Application that inhibits a feature of the Application but does not preclude productive use of the Service. | **The Application provider** will respond with a written or phone response within 2 Business Days following initial report.<br>**The Application provider** will use commercially reasonable efforts to define the problem and propose an action plan to work around or resolve any Error causing the Severity 3 condition within 10 Business Days from initial report. |
| SEVERITY 4 | General questions related to the use of the Service, a "how to" question; an error that is minor or cosmetic in nature; or a request to be considered for future enhancements. | **The Application provider** will respond as appropriate, and requests will be considered for correction or inclusion in the next revision of the Application. |

### 7. Standard Service Availability Hours; Scheduled Downtime

(a)      Standard Service Availability Hours are every Monday through Saturday 8:00 a.m. to 12:00 a.m. United Republic of Uganda time, but not including Scheduled Downtime. Every Monday between 5:00 a.m. and 8:00 a.m. United Republic of Uganda time, is Scheduled Downtime reserved for Application maintenance, updating, and repair without further notice.

(b)      Scheduled Downtime may also be scheduled by **The Application provider** as reasonably necessary for Application maintenance, updating, or repair by giving at least 4 hours' advance notice, unless a shorter notice period is required under the circumstances. The notice must specify the date and start time of the Scheduled Downtime and the expected period during which the Application will not be Available. **The Application provider** shall use commercially reasonable efforts to minimize the effects of Scheduled Downtime on regular business operations.

### 8. Product Support Hours

These are between 8:00 a.m. to 5:00 p.m. United Republic of Uganda time, Monday through Friday, excluding holidays.

### 9. Review of and Changes to Service Level Targets

Service level targets are subject to periodic review and may be changed by agreement of both parties. Agreed-upon changes to the scope of the Service may require adjustment of service level targets and/or pricing, subject to the agreement of both parties, which may not be unreasonably withheld.

### 10. Service Availability - Uptime Target

**The Application provider** shall endeavor to ensure that the Uptime, exclusive of Scheduled Downtime and downtime caused by outside Factors, measured on a quarterly basis, averages at least 97% ("Uptime Target Percentage"). For the purpose of determining Uptime percentage, the following formula will be used:

Uptime Percentage = (Possible Available Uptime * - Hours of Unscheduled Downtime) / (Possible Available Uptime) x 100%