

**SERVICE LEVEL AGREEMENT
(All Services)**

PART I: DEFINITIONS

The following detailed service parameters define the specific responsibilities of Cellulant and the Merchant in the ongoing support of this Agreement.

Definitions

“Defect/Fault”	means an error resulting in inability or reduction in capacity to provide the Services.
“Fix”	means the repair of a Defect/Fault
“Measurement Period”	means a calendar month
“Emergency Maintenance”	means the conduct of an immediate non – scheduled Fix arising from the existence of a Defect/Fault or a potential Defect/Fault detected by either party.
“Preventive Maintenance”	means the conduct of scheduled infrastructure maintenance, application and database updating and upgrading.
“Service Downtime”	refers to time during which the Services are not available.
“PAT: Problem acknowledgment time”	is the time taken by Cellulant to acknowledge receipt of a trouble ticket email.
“TRT: Ticket Repair Time”	is the time taken by Cellulant to restore an affected service.
“Availability”	refers to uptime of the service.
“Working hours”	means 8:00am to 5:00 pm week days for respective countries.
“MNO”	means the Mobile Network Operator

PART II: SERVICE SUPPORT

1.1 Cellulant will be responsible for the identification, management and resolution of Defects in accordance with this schedule, which shall include:

(a) Proactively identifying Defects in the Services, advising The Merchant of the same and providing Fixes.

(b) Providing telephone assistance to The Merchant in the analysis and correction of Defects affecting the Services; and

(c) Timely analysis and correction of all Defects (remotely or by attendance on Site) with the Services.

(d) Provide The Merchant progress feedback every 60 minutes during investigation of every defect or failure until resolution.

(e) Develop and provide a Correction Plan if required by The Merchant.

(f) Provide results and root-cause reports on all failures or defects experienced, and that were fixed by Cellulant.

1.2 Cellulant will ensure that Defects are dealt with in accordance with the Response Times and Fix Times set out in clause 1.4 and will advise The Merchant of both progress and the results of any Default investigation and resolution. Each Defect will be assigned a Severity Level (at The Merchant's discretion) by The Merchant when reporting the problem (or when Cellulant reports a problem), in accordance with the Severity Levels set out in the table below.

1.3 The Severity Level becomes the priority that the Defect is given and will determine the nature of Cellulant's response and the Response and Fix Times.

1.4 In the event of a Severity Level 1 or 2 Defect, Cellulant shall attend a technical bridge/ teleconference with The Merchant within 30 minutes of notification of the Defect.

1.5 Severity 1 issue requiring failover to restore services, will take 2hrs from failover trigger time

1.6 Cellulant is not obliged to Fix Defects which arise from any third party systems, defects, faults, actions and/or inaction including (but not limited to):

(a) malfunction or failure of any system which falls under a 3rd party or their vendors responsibility (3rd party being MNO's and billers)

- (b) loss or degraded connectivity to 3rd party system, where the failure or malfunction falls under the 3rd party or their vendors responsibility (3rd party being MNO's and billers)

2



- (c) incorrect use of the Software or operator error;
- (d) MNO USSD gateway outage;
- (e) MNO SMS gateway (SMSC) outage;
- (f) MNO Top-Up server outage;
- (g) MNO mobile Wallet server outage;
- (h) Faults in The Merchant VPN concentrator & configurations; (i)
Faults in The Merchant SMPP The Merchant;
- (j) Faults in The Merchant USSD Browser; and
- (k) Faults in Applications hosted at The Merchant

1.7 The Merchant will be responsible for the identification, management and resolution of Defects that arise from their system that form part of the Cellulant solution

- (a) Proactively inform Cellulant service desk of any maintenance activity within their environment that impacts the Cellulant service.
- (b) Provide relevant information required for troubleshooting of registered incident
- (c) Provide results and root-cause reports on all failures or defects experienced that affect Cellulant service, and that were fixed by the Merchant.

2 Cellulant Preventative Maintenance

2.1 Preventative Maintenance periods are imperative in order to reduce the risk of incidents impacting the Service as well as compliance to this Agreement. Planned outages are necessary to allow maintenance of the infrastructure and associated components. These typically include regular maintenance releases associated with Operating Systems, Middleware, Database Software; and The Merchant/Project led application and/or infrastructure releases.

2.2 Preventative Maintenance events are considered as infrastructure maintenance, application and database updating and upgrading.

2.3 Cellulant shall provide at least 10 Business Days advance notice of planned Preventative Maintenance.

2.4 Preventive Maintenance shall only be carried from 23:00hrs to 04:00hrs (GMT+3) for a maximum duration of 4hrs.

2.5 Service Downtime arising due to Preventative Maintenance will be subtracted from the total number of hours in the relevant Measurement Period when calculating Availability, in accordance with clause 5 (Availability).

2.6 Cellulant shall not conduct Preventative Maintenance within the Merchant Change freeze period. The period will last no longer than 6 weeks and the Merchant shall provide at least 6 weeks written notice to Cellulant.

2.7 Should Cellulant require a planned maintenance window longer than 4 hours then Cellulant shall inform the Merchant at least 10 Business Days in advance.

3 Cellulant Emergency Maintenance

3.1 Cellulant shall carry out any necessary maintenance where it reasonably suspects that Cellulant's Systems or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimize) disruption to the Services.

3.2 Cellulant shall give as much notice as is reasonably practical to The Merchant Authorized Representative prior to carrying out any Emergency Maintenance.

4 REPORTING OF SERVICE FAILURES

For all issues arising from the production environment, a single point of contact will be the Cellulant service desk.

Customers shall use the following contacts to report all service disruptions.

- **Telephone no.** +254 719 634912

- Email: ServiceDesk@cellulant.io
- Support Portal: <https://servicedesk.cellulant.io/support/home>

5 SLA management and Service Availability Measurement

5.1 Cellulant shall schedule monthly service review meetings on dates agreed with customer

4



5.2 Cellulant shall measure availability of Cellulant services as follows

Uptime % =

$$\frac{\{(Total\ mins\ in\ month - Total\ downtime\ mins\ in\ month)\}}{Total\ mins\ in\ month}$$

5.3 Cellulant shall expend all commercially reasonable efforts to ensure that the Services are available at 99% in any particular month as calculated in 5.2 above but subject always to the provisions of clause 1.6 of this SLA.

6 Workload limit

Cellulant service operations in full capacity of 15 service desk engineers will be able to resolve between 70-100 tickets a day within SLA as shown in clause 7 below in the 3 shifts. This is in exception of tickets where Cellulant is not the failure point.

7 Incident severity levels and resolution times

Severity Level	PAT	TRT
1	15 minutes	2 hours
2	15 minutes	4 hours
3	30 minutes	10 hours
4	30 minutes	16 working hours

SERVICE LEVELS – SEVERITY

Severity Level	Typical Impact
1	<p>Severity 1 – Severe Business Impact</p> <p>A Severity 1 incident will result from the identification of a risk to the Client of an individual situation in terms of:</p> <ul style="list-style-type: none"> ● Non-availability of the Service ● Potential to adversely affect the image of The Merchant and / or result 1 in adverse media comment ● Protracted recovery of a Severity 2 Incident ● USSD gateway outage ● Outage of link(s) to MNOs ● Faults in Cellulant's VPN device(s) & configurations ● IT Security breach or threat
2	<p>Severity 2 - Considerable Business Impact</p> <p>A Severity 2 incident will result from the identification of a risk to the Client of an individual situation in terms of:</p> <ul style="list-style-type: none"> ● Intermittent availability of the Service ● The full use of one part, material, feature or functionality of software is not available to client or is subject to restrictions or issues (such as unavailability or degradation of airtime or other payment services offered in the channel) ● Potential to threaten individual customer relationships and / or generate customer complaints ● Protracted recovery of a Severity 3 Incident
3	<p>Severity 3 - Limited Business Impact</p> <p>A Severity 3 incident will result from the identification of a risk to the Client of an individual situation in terms of:</p> <ul style="list-style-type: none"> ● Issue relating to isolated events or a particular user ● Reduced or limited coverage of the Service ● Reduced performance of the Service
4	<p>Severity 4 - Minor Business Impact</p> <p>Non critical impact with no visibility to clients and/or customers, including non-critical enquiries.</p>

CELLULANT ESCALATION MATRIX

Category	Description	Contact	Contact Details
OPERATIONS	For reconciliation, refunds, reversals, settlement & other ops related queries	Operations Analyst	ops-support@cellulant.io
TECH SUPPORT	To report or inquire on service downtime & log technical support tickets	Service Desk Engineer	https://servicedesk.cellulant.io/support/home Phone: +254 719 634 912
BUSINESS	For commercial inquiries/discussions	Account Managers	
OTHER	For all other inquiries	Customer success & other queries	

ESCALATION LEVEL 1

ESCALATION LEVEL 2

Category	Contact Details
TECH SUPPORT	Robert Ndiritu Ag.Head of Service Operations robert.ndiritu@cellulant.io Cel: +254 720 713994
BUSINESS	Kellen Njoroge Group Head of Service Delivery Email: kellen.njoroge@cellulant.io Phone: +254 732 244931

Category	Contact Details
TECH SUPPORT	Andy O'Sullivan Group CTO andy.o'sullivan@cellulant.io Cel:+971508417377
BUSINESS	David Waithaka Group CRO david.waithaka@cellulant.io Cel: +254 720 917 652

COMMERCIAL OPERATIONS	
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OPERATIONS & CUSTOMER SUCCESS	
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Specific Standard Operating Procedures

The following procedure shall be used to resolve any problems arising after service is certified to be in production environment.

Note: All parties have nominated representative who will be available during the hours covered under contract

Incident Management:

Incident logging

- All incidents shall be reported to the service desk at the email and telephone numbers provided
- Service desk shall provide a ticket for each incident and provide feedback guided by the severity level and escalation matrix provided herein **Incident reports**

reports

- For all severity 1 incidents, the service desk shall share a root cause analysis report within 48 hours of problem resolution
- Tickets for the month, description, resolution and downtime shall be included in monthly reports to be discussed at monthly service review meetings **Incident escalation**

escalation

All escalations shall be guided by the severity level and escalation matrix provided. Any stakeholder may escalate a ticket to seek quicker closure or more expertise where it has been determined that longer wait for resolution may lead to extreme loss of revenue or reputation.

Proactive information sharing

All parties shall inform the other in advance of any planned activity that may result in downtime. These include planned changes and action by partners on the systems.

Service Reports

The reports shall include

1. Quality of service (% Success /failure rate)
2. Availability (% uptime)

Appendix IV

SERVICE CREDITS (Applicable ONLY where monthly support fee is charged)

This part sets out the Service Levels which the Cellulant as the Supplier is required to achieve when delivering the Services, the mechanism for charging, Service Credits and the method by which the Supplier's performance of the Services by the Supplier will be monitored.

The objectives of the Service Levels, Service Credits are to:

- (a) Ensure that the Services are of a consistently high quality and meet the requirements of the customer; and
- (b) Provide a mechanism whereby customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Services for which it has contracted to deliver.

Measurement

Cellulant shall measure availability of Cellulant services as follows

$$\text{Uptime \%} = \frac{\{\text{Total mins in month} - \text{Total downtime mins in month}\}}{\text{Total mins in month}}$$

Target Uptime

Monthly target of 99.0% Uptime

Service Credit level

Ref No	Service	Measurement Period	Service Level	Service Credit Band
SL01	Availability	Monthly	99.0%	98.5% - 98.9% – 2.5% of monthly Support Fee
				90% - 98.4 % – 5% of monthly Support fee
				<90% – 10% of monthly Support fee

