



# IT Outsourcing (ITO) Service Level Agreement

## 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Netcom and its Customers for the provisioning of IT Outsourcing (ITO) services required to support and sustain the scope of service agreed to.

This Agreement remains outlines the parameters of all IT services covered Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide seamless and consistent IT service support and delivery to the Customer(s) by Netcom.

The **goal** of this Agreement is to obtain a mutual agreement for IT service provision between Netcom and the Customer.

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.

## 2. Contract Period

This Agreement is valid until reviewed with or without 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.

Contents of this document may be amended as required, and communicated to all affected parties.

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

### 2.1. Service Scope

The following Support Activities are covered by this Service Agreement to the extent as captured in the assessment report prepared after survey at client site and discussion with contract responsible Client IT representative.

For each activity the support level is determined based on inclusion, on-site and remote support level as per customer requirement and depending whether the solution is provisioned by Netcom.

The activities at determined support levels combined with other factors like number of locations, users, equipment rooms and client IT staff and technical level the complexity of the service is determined and Support level Bronze, Silver, Gold or Platinum determined and the number of on-site resources if any.

<u>Support Activities</u>		
Description	Frequency	In-Scope Services (Yes/No)
<b>General</b>		
Record all issues reported in the helpdesk ticketing system	As performed	YES
Document software and hardware assets and changes	As performed	YES
Test backups with restores	Monthly	YES
Monthly reports of work accomplished, work in progress, etc.	Monthly	YES
<b>Systems (Servers)</b>		



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Check print queues	As required	YES
Ensure that all server services are running	Daily/Hourly	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As Observed	YES
Monitor hard drive free space on server, clients	Daily/hourly	YES
Reboot servers if needed	As required	YES
Run defrag and chkdsk on all drives	As required	YES
Scheduled off time server maintenance	As required	YES
Keep service packs current	As required	YES
Determine logical directory structure, Implement, MAP, and detail	Review Monthly	YES
Add/Delete Users and Password resets	As required	YES
Check status of backup and restores	Daily	YES
Alert appropriate officers to dangerous conditions as defined in the support model (Escalation Paths) -Memory running low -Hard drive showing sign of failure -Hard drive running out of disk space -Controllers losing interrupts -Network Cards report unusual collision activity	As required	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As required	YES
Clean and prune directory structure, keep efficient and active	Monthly	YES
Operating system installation	As required	
<b><u>Systems (Desktops/Laptops)</u></b>		
Check system is connected to the network	As required	YES
Check user is able to login to the domain (if domain configured infrastructure)	As required	YES
Check user has access to print servers	As required	YES
Check all required applications are installed	As required	YES
Repair faulty hardware	Consulted	NO
<b><u>Disaster Recovery (Servers)</u></b>		
Disaster Recovery of Server(s)	As required	YES
Restore Files from Backup Media	As required	YES
<b><u>Networks</u></b>		
Check router logs	Daily	YES
Check access point logs	Daily	YES
Monitor NSG, switches, hubs and internet connectivity, and make sure everything is operational	Daily	YES
Support/Manage SW/HW upgrades to network backbone, including routers, WAN additions, etc.	As required	YES



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Maintain hardware interconnections between network and user devices	As required	YES
Monitor and maintain office connectivity to the Internet	On-going	YES
Install/maintain network monitoring tool (PRTG) for critical LAN devices	As required	YES
Maintain updated network and connection diagram of LAN/WAN	As required	YES
<b>Security</b>		
Check firewall logs	Monthly	YES
Confirm that antivirus virus definition auto updates have occurred	As required	YES
Confirm that virus updates have occurred	As required	YES
Confirm that backup has been performed on a daily basis	Daily	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As required	YES
Permissions and file system management	As required	YES
Set up new users including login restrictions, passwords, security, applications	As required	YES
Set up and change security for users and applications	As required	YES
Monitor for unusual activity among users	On-going	YES
<b>Applications (eMail)</b>		
Exchange user/mailbox management	As required	YES
<b>ERP / Applications (Third Party) - Per application (MS Office/O365, Email/Outlook, MSDyn/SAP..)</b>		
ERP / Application installation	As required	YES/NO
Server installation	As required	YES/NO
Installation of patches	Monthly	YES/NO
Create/edit/delete user	As required	YES/NO
Create/edit/delete permissions and groups	As required	YES/NO
Administer the database	As required	YES/NO
Optimise the database	As required	YES/NO
Create procedures and triggers on the database	As required	YES/NO
Create reports	As required	YES/NO
Educate users on the application (As per handbook)	As required	YES/NO
Ensure Application is functioning as designed	As required	YES/NO
<b>Mobile Devices</b>		
Email Configuration	As required	NO
Repairs	Consulted	NO
Operating system Upgrade	As required	NO
Application Installation	As required	NO
Data backup	As required	NO

<b>PBX Systems/VoIP Services</b>		
Maintain hardware interconnections between network and IP phones	As required	YES
Monitor and maintain voice connectivity	Ongoing	YES

### 2.2. Customer Requirements

Customer’s responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval in accordance with the Service Agreement and invoices.
- Reasonable availability of Customer representative(s) if required and access to Customer premises in resolving a service related incident or request.
- Timely payment of all required software licenses

### 2.3. IT Outsourcing Service Providers Requirements

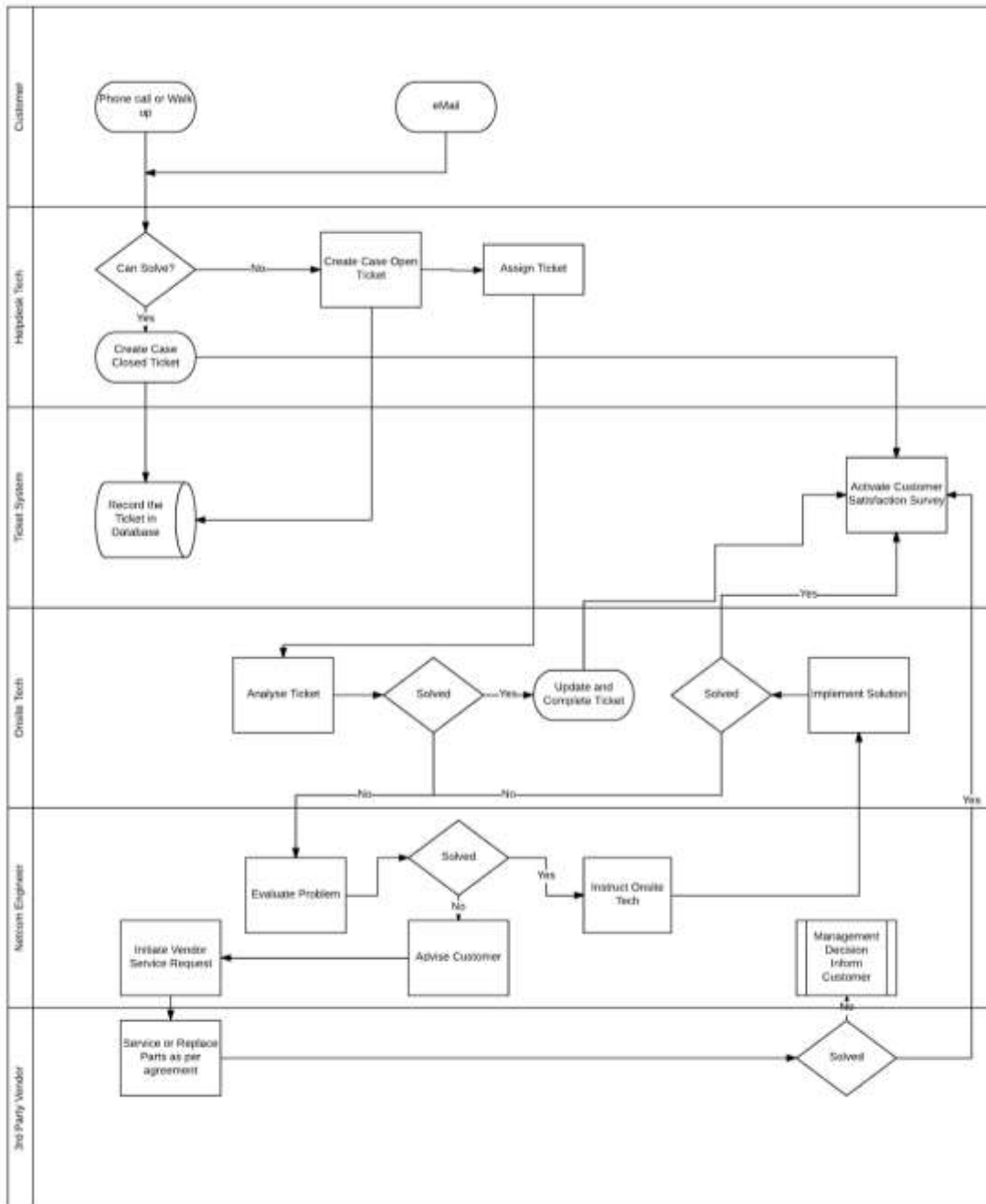
Netcom’s responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Regular report and updates as may be required to the Customer.

## 3. Service Management and Escalation Flow Chart

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

### 3.1. Service Management and Fault Escalation Flow Chart



**The Process explained**

1. Support request is received
2. Trouble ticket is created
3. Issue is identified and documented in help desk ticketing system
4. Issue is qualified to determine if it can be resolved through Helpdesk Tech Support

**If issue can be resolved through Helpdesk Tech Support:**

1. Level 1 resolution - issue is worked to successful resolution
2. Quality control – issue is verified to be resolved to client’s satisfaction

3. Trouble ticket is closed, after complete problem resolution details have been updated in help desk system
4. Customer survey request despatched

**If issue cannot be resolved through Helpdesk Tech Support:**

1. Issue is escalated to Onsite Tech Support
2. Summary on Level 1 troubleshooting logged on the trouble ticket
3. Issue is qualified to determine if it can be resolved by Onsite Tech Support

**If issue can be resolved through Onsite Tech Support:**

1. Level 2 resolution - issue is worked to successful resolution
2. Quality control – issue is verified to be resolved to client’s satisfaction
3. Trouble ticket is closed, after complete problem resolution details have been updated in help desk system
4. Customer survey request despatched

**If issue cannot be resolved through Onsite Tech Support:**

1. Issue is escalated to Netcom Engineer Support
2. Summary on troubleshooting logged on the trouble ticket
3. Issue is qualified to determine if it can be resolved through Tier 3 Support

**If issue can be resolved through Netcom Engineer Support:**

1. Level 3 resolution - issue is worked to successful resolution
2. Quality control – issue is verified to be resolved to Client’s satisfaction
3. Trouble ticket is closed, after complete problem resolution details have been updated in help desk system
4. Customer survey request despatched

**If issue cannot be resolved through Netcom Engineer Support:**

1. Issue is escalated to 3rd Party Vendor
2. Issue is qualified to determine if it can be resolved through 3rd Party Vendor

**If issue can be resolved through 3rd Party Vendor:**

1. Onsite resolution - issue is worked to successful resolution
2. Quality control – issue is verified to be resolved to Client’s satisfaction
3. Trouble ticket is closed, after complete problem resolution details have been updated in help desk system
4. Customer survey request despatched

**If issue cannot be resolved through 3rd Party Vendor:**

1. I.T. Manager decision point – request is updated with complete details of all activity performed and proposed actions to resolve or replace.

### 3.2. Incident Response and Resolution Times

The following table below shows the response and resolution times for each priority level during the standard operational hours

Trouble	Priority	Response Time (in hours)	Resolution Time (in hours)	*Escalation Threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 1 Hr.	ASAP – Best Effort	2 Hr.
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 Hrs.	ASAP – Best Effort	4 Hrs.
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 Hrs.	Within 8 working Hrs.	8 Hrs.
Small service degradation (business process can continue, one user affected).	4	Within 8 Hrs.	Within 8 Working Hrs.	8 Hrs.

\*Escalation can be to the vendors, partners or service providers

If Netcom response time for any logged ticket is longer than the service level stated above, the client will be compensated with credit notes calculated as follows:

$(\text{Actual response time} - \text{Response Time stated above}) / \text{Response Time state above} = \text{Out of Response \%}$

Out of Response %	Credit Note Amount
<25%	5% of MRC
<50%	10% of MRC
<75%	15% of MRC
<100%	20% of MRC
>100%	25% of MRC

### 3.3 Exclusions

The Services do not include maintenance or repair necessitated by:

- Use of Equipment for a purpose it was not designed for
- Alteration or amendment to the Equipment otherwise than by Netcom or with the prior written approval of Netcom.
- Accidents such as fire, lightening, or flood.
- Theft or loss of Equipment
- Relocation of Equipment unless previously agreed with Netcom
- Use of ancillary equipment not suitable for use with the Equipment
- Improper handling or manipulation of Equipment by Customer or third parties
- Improper use of the Equipment, and or storage
- Electrical work external to the Equipment.

- Fluctuation in electricity supply
- Poor environmental conditions
- Damage caused by VIRUS, SPYWARE or lack of FIREWALL when updates have not been installed or where an update has not yet become available.
- Network extension or overhaul unless previously agreed with Netcom
- Hardware replacement or overhaul unless previously agreed with Netcom

#### 4. Support Tiers

The following details and describes the various Support Tier levels:

Support Tier	Description
Helpdesk Support (Tier 1)	All support incidents begin in Helpdesk Support, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Onsite Tech Support (Tier 2)	All support incidents that cannot be resolved with Helpdesk Support are escalated to Onsite Tech, where more complex support on hardware/software issues can be provided by more experienced engineers.
Netcom Engineer Support (Tier 3)	Support incidents that cannot be resolved by Onsite Tech Support are escalated to Netcom Engineer, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd party (Vendor) support engineers to resolve the most complex issues.

Where the incident or problem is not being addressed in a satisfactory manner, or the problem needs higher management attention to be resolved, the following escalation sequence is available to the Customer.

Level of Escalation	Time Trigger	Where Escalated	Contact Phone	Contact Mail
Level 1	Initial Contact / After 1 hour	Customer Support	01-271-8888	<a href="mailto:support@netcomafrika.com">support@netcomafrika.com</a>
Level 2	After 2 hours	Customer Support Supervisor	01-271-8888 / +91 97908 14559 (WhatsApp)	<a href="mailto:d.scott@netcomafrika.com">d.scott@netcomafrika.com</a>
Level 3	After 4 hours	ITO Supervisor	08172493630	<a href="mailto:g.ichekare.@netcomafrika.com">g.ichekare.@netcomafrika.com</a>
Level 4	After 8 hours	Vice President, Operations	09087498010	<a href="mailto:a.vantilburg@netcomafrika.com">a.vantilburg@netcomafrika.com</a>

Escalation starts once the issue has been logged in and fault confirmed by the Support Technician. Applicable escalation level and timelines are as per response and resolution times for each priority level during the standard operational hours. Time trigger in above table applies for priority 1 incidents.

#### 5. Miscellaneous

To secure the efficient and effective performance of service to Customer, Netcom is obligated and reserves the right to configure the Customers equipment to be used only on its Network, until the times that the Customer's obligations have been fulfilled. From time to time, Netcom may request the Customer to provide details of the Customer Owned equipment which may be directly or indirectly connected to Netcom's network to comply with all applicable filing or recording laws.



### 6. Service Rates

Labour	*Within Business Hours	**Off Business Hours	Service Rates
Remote PC Management/Help Desk	X		INCLUDED in scope of services
Remote Printer Management	X		INCLUDED in scope of services
Remote Network Management	X		INCLUDED in scope of services
Remote Server Management	X		INCLUDED in scope of services
Internet Network Monitoring (Netcom Supplied Internet Only)	X		INCLUDED in scope of services
Onsite Labour ****	X		INCLUDED in scope of services
Training/Workshop Labour	X		INCLUDED in scope of services
Remote PC Management/Help Desk		X	3,800 NGN/Hr.
Remote Printer Management		X	3,800 NGN/Hr.
Remote Network Management		X	3,800 NGN/Hr.
Remote Server Management		X	3,800 NGN/Hr.
Remote Labour All Other		X	4,500 NGN/Hr.
Training/Workshop Labour		X	4,500 NGN/Hr.
Onsite Labour		X	4,500 NGN/Hr.
3rd Party Vendor Delivered Training/Workshop	***9.00 a.m. – 9.00 p.m.		TBA. Vendor's Price and T & C apply.

\* 9.00 a.m. – 5.30 p.m. (Monday to Friday)

\*\* 5.31 p.m. – 9.00 p.m. (Monday – Friday, Weekends and Public Holidays)

\*\*\* Monday – Sunday including Public Holidays

\*\*\*\* Netcom is not obligated to provide cover for period(s) of leave of absence (Annual/Medical). Netcom may in its sole discretion provide cover on a “best effort” without any liability, for the Customer