

ATTACHMENT B – SERVICE LEVEL AGREEMENT

1. RECORDAL

The purpose of this SLA is to record the service levels that the Client and Intarget must achieve to ensure that Service Users have a positive experience of VAS Services in Kenya. This service level agreement forms a back-to-back agreement with the agreements between Safaricom/Airtel and Intarget and its other service providers. The Kenya operators at this stage don't offer service level guarantees, therefore the guarantees offered by **INTARGET** in this service level agreement is only related to system components under our direct control. **INTARGET** reserves the right to amend or update this SLA from time to time by written notice to the **CLIENT**, as dictated by operational requirements and as the agreements with Safaricom/Airtel changes or as per operators are added or removed.

2. DEFINITIONS

The words and phrases used in this SLA shall have the following meanings assigned to them:

"CC": Customer care;

"NMC": Network Management Centre;

"Office hours": Monday to Friday from 8:00am to 5:00pm (GMT+3);

"After hours": Monday to Friday from 5:00pm to 8:00am (GMT+3), Saturday, Sunday and Public Holiday's all day;

"Fault": An error, problem or malfunction of whatever nature of a VAS Service, reported to service delivery, including but not limited to non-delivery or incorrect delivery of the VAS Service, but excluding anything directly caused by a failure of the Intarget network;

"Refund event": Where either a VAS Service has not been delivered to the customer or the incorrect VAS Service has been delivered to the customer or the VAS Service contains an error, or is not a bona fide service, but excluding anything directly caused by a failure of the Intarget network;

"Technical response": The time from when the fault is reported by the Client to the time that it is allocated to an engineer, as more fully detailed in clauses 5a and 5b below;

"Resolve/restore": The time from when a fault has been allocated to a technical support engineer to the time when the engineer successfully resolves the problem or implements a workaround, as more fully detailed in clauses 5a and 5b below;

"Post resolution": The time between the closing of the fault with Intarget and the time when the fault was first reported to the Client/Intarget, as more fully detailed in clauses 5a and 5b below;

"Ticketman": The Intarget internal fault logging system. All correspondence on client reported technical problems will be tracked and managed on this platform;

"Public holiday" The following days are public holidays in Kenya and are to be treated as after hours. Holidays falling on a Sunday are observed the following Monday. Muslim festivals are time according to local sightings of various phases of the moon and the dates given below are approximations. During the lunar month of Ramadan that precedes Eid al-Fitr, Muslim fast during the day and feast at night and normal business patterns may be interrupted.

January 1-New Year's Day

Good Friday - date variable

Easter - date variable

Easter Monday - date variable

May 1-Labour Day
June 1-Madaraka Day
Eid al-Fitr (End of Ramadan) - date depends on the sighting of the moon
October 20-Mashujaa Day, formerly Kenyatta Day
December 12-Jamhuri Day
December 25-Christmas Day
December 26-Boxing Day

“Query” A request for information on an end user service.

3. REPORTING

3.1 Technical Fault Reporting Procedure

- a) Intarget shall contact the technical contact of the Client as per the service agreement via email with details of the technical fault. Amendments to the contact details must be communicated to the Intarget Account Manager. The client shall be responsible for ensuring correct details are communicated to Intarget Account Manager at all times. Intarget shall from time to time publish scheduled downtime notifications on <http://Intarget.freshdesk.com/support/discussions/> The client shall be responsible to access these notifications regularly as only major technical faults and outages are communicated via email.
- b) The Client shall contact Intarget for technical fault reporting on:

Query logging procedure for technical related fault reporting:

At all hours send email to ticketman@Intarget.mobi. Provide a detailed description of the configuration of your system, the problem and include what resolution has been attempted from your side already. Also indicate the severity as defined in clause 4. An auto-generated reference number will be returned within 5 minutes.

NOTE - When the ticket is logged after hours the returned reference number needs to be escalated to the Techsupport cellphone for immediate assistance on +2782 511 7837. If the reference number is not escalated to the cell phone after hours it will only be attended to during the following business hour. Also note that the Technical Support is provided from within South Africa, thus any Kenya Technical Support ticket submitted that falls on a South African Public Holiday will be treated with the after hour's procedure. Or Contact - Paul Bor Kipngeno +254 725922797 or +254713705218

In the event a reference number is not returned due to possible technical difficulties on the ticketing system the fault has to be logged directly to the cell number.

Reference of the recorded fault must be kept for auditability purposes by both parties at all times:

- Time of email to ticketman
- Intarget event/reference number
- Time of reference number received via email
- Time of reference number escalated to cell phone
- Client operator name
- Intarget operator name

For accounting related fault reporting i.e. out of credits contact your Account Manager (NOTE – No credits related issues will be handled through either Techsupport or Customer Care as they have no systems access to deal with this. Running out of credits does NOT constitute a technical problem.)

- c) The Client operator shall in co-operation with Intarget technical support and with reference to clause 4 below, accurately determine the Severity Level and Intarget shall provide full details of the fault and the circumstances in which it arose. In the event of a dispute as to the severity level Intarget's decision shall be final.
- d) Within the technical response time, the defaulting party shall advise the technical support engineer of the fault, reference number and the relevant contact information.
- e) Once allocated, the defaulting party technical support engineer shall liaise with the other party's contact regarding the fault.
- f) Development support is not provided after hours.

3.2 Restoration Procedure

- a) The defaulting party technical support engineer shall work to resolve the fault in accordance with the restoration times defined within the SLA in Clause 5.
- b) When the fault has been resolved the defaulting party technical support engineer should advise the other party's operator accordingly.

3.3 Escalation Procedure

- a) Level One Escalation - In the event that the technical support engineer does not complete the Response/Restoration/Resolution in accordance with the chosen Service Level, or if the Service Level is exceeded by more than 50%, then the affected party's operator shall contact the appropriate defaulting party's Service Delivery Manager:

Intarget Service Delivery Manager

Paul Bor Kipngeno

+254 725922797 or +254713705218

Client Operations Manager

Cell phone

- b) Level Two Escalation -In the event that the technical support engineer does not complete the Response/Restoration/Resolution in accordance with the chosen Service Level, or if the Service Level is exceeded by more than 100%, then the affected party's operator shall contact the appropriate defaulting party's Business/Operations Executive notifying such person of the defaulting party's failure to adhere to the SLA.

Intarget Business/Technical Director:

Marius du Plessis

Cell phone:

+27 (0)74 485 6026

Client Business/Operations Executive:

Cell phone:

4 FAULT SEVERITY LEVEL

Severity 1 (Critical)

Complete Application Failure - An entire live Platform or application has failed e.g. No Service and /or no content

Severity 2 (Major)

Service seriously affected - The situation is affecting the service and/or causing major disruptions on Intarget systems and/or irritation to subscribers, e.g. multiple SMS and/or late SMS

Severity 3 (Minor)

Service not functioning properly - It includes incorrect operation of minor functionality, cosmetic errors or components that are infrequently used and problems, which can feasibly be worked around.

5 SUPPORT SERVICE LEVELS

5.1 The following levels of support will apply.

The below tables apply to Client reported Higate faults or Intarget reported Client faults. In cases where faults are a direct consequence of the network operators then their service levels will apply which could be longer than the recommended below. As recorded in Paragraph 1 above the Kenya Operators do NOT provide guaranteed service levels, thus the levels below apply only to Intarget components and systems:

- a) Office hours - Monday to Friday from 8:00am to 5:00pm (GMT+3);

Severity Technical	Response	Resolve/ Restore	Post Resolution
Severity 1	30min	1 hours	1.5 hours
Severity 2	30min	2 hours	2.5 hours
Severity 3	1 hours	4 hours	8 hours

- b) After hours - Monday to Friday from 5:30pm to 8:30am (GMT+3), Saturday, Sunday and Public Holiday's all day

Severity Technical	Response	Resolve/ Restore	Post Resolution
Severity 1	30 min	2 hours	2.5 hours
Severity 2	30 min	2 hours	2.5 hours
Severity 3	1 hours	4 hours	7 hours

- c) Should the same fault, after having been reported under this SLA by Intarget to the Client, occur more than 3 (three) times post resolution of such fault within a 48-hour period, then Intarget shall have the right to disable the VAS service and re-enable the VAS service when the Client has rectified the fault to Intarget's satisfaction.
- d) The Technical Support Services referred to herein shall be supplied on a 24 hours per day, 7 days a week and 365 days a year basis.
- e) Should a Client service affect any of the other Clients' services, in any way, the Client will be disabled until such time the error was rectified and the problem resolved.

6 PERFORMANCE MONITORING AND PROACTIVE MAINTENANCE

Within 5 (five) business days of receipt of a written request by Intarget, the Client shall, subject to the clients security requirements, provide access to its:

- Statistics as to the usage of the service, including but not limited to volumes and usage;
- Performance monitoring;
- Trend analysis;
- Configuration management.

The Client by default will have access to the Statistics and information on its Intarget account at www.ke.higate.co.za Username and password is supplied by account manager.

7 RESPONSIBILITIES OF THE PARTIES

7.1 Client Responsibilities

The VAS service's that are developed and supported by the Client operate on the Higate servers that is owned and maintained by Intarget.

The Client is responsible for:

- a) maintaining, supporting and restoring its VAS services as per the service levels in this SLA and/or as per any business rules pertaining to any bearer, access specification or interface specification as defined in the agreement and as issued from Intarget to the Client from time to time;
- b) relevant supporting material for the VAS service such as log file extracts, crash dumps, configuration files and problem reports;
- c) bug fixing of a VAS service;
- d) investigating and resolving queries and faults reported to it either by Intarget or a Service User;
- e) installation of software updates on its VAS services;
- f) consulting to ensure that the necessary hardware and network are installed to support its VAS services;
- g) consulting with Intarget on the launch of an application from an engineering and billing perspective;
- h) ensuring that the application is available for testing to ensure compliance with product, technical, regulatory and billing specifications;
- i) maintaining the service and ensuring that it is operational 24 hours a day and 365 days a year;
- j) conforming to Intarget's Connect documentation, specifications and interfaces;
- k) where requested, train Network Management Centre (NMC) in order that platforms/applications may be monitored 24 hours per day, 365 days per year;
- l) where requested, supply Intarget with all the relevant documentation and training needed to monitor the application;
- m) where requested, provide a trace tool that will store transaction data records per MSISDN;
- n) Application monitoring must be done as a preventative measure to ensure maximum uptime.
- o) Provide Intarget CC with all necessary documentation related to products and services and also populate the Intarget information portal for consumer support;
- p) Provide Intarget CC with any requested logs or adverts in order to execute a service query within 24 hours of the request.
- q) In instances where regulators or operators request any service information due to non-compliance immediate or emergency action may be required.
- r) Failure to comply with SLA will result in suspension of services.
- s) In instances where a regulator or network request suspension of services due to compliance violations clients may be requested to suspend service immediately.

7.2 Intarget Responsibilities

Intarget is responsible for the Higate Platforms, the service platforms and live implementation of the VAS Services.

Intarget shall

- a) ensure that Intarget's customer care (CC):
 - Is notified of all VAS Services as per the services launch form;
 - Accepts customer calls regarding VAS Services;
 - Reports any VAS Service faults to the Clients within 24 business hours;
- b) where applicable, ensure that the Intarget system monitoring staff (Service Delivery) are sufficiently trained to provide first line monitoring and operator support including afterhours support;
- c) provide the Client with the necessary documentation on any new equipment or software that it is required to operate services on as well as the applicable billing specifications and requirements;
- d) use its best efforts to ensure that all the network requirements are implemented so that the VAS Services can function correctly;
- e) Use its best efforts to ensure that the network is always available.
- f) Assist with testing of new services up to a maximum of 1 hour.

8 CUSTOMER CARE

End user consumer related queries (B2C) are handled during business hours only. (NOTE - No technical queries (B2B) will be handled through customer care):

Dedicated Customer Care Nr _____

Dedicated Support email _____

Or

Intarget Customer Care +254 711035333 and +254 734488668 and

Email: integrat@kencall.com

In the event that a client should manage their own query logging procedure for customer care, a minimum service availability of 08h00 to 17h00 on business days should be delivered and in accordance with the operator customer care service level agreement and any other relevant legislation.

8.1 REFUNDS

Should a Service User request a refund for a VAS Service because of a failure to deliver the service to the Service User or for any refund qualification measure as per the Intarget CC policy, then Intarget shall process such refund request to the Client and Client shall have 6 (six) business hours to furnish Intarget with proof that such Refund event did in fact occur, failing which Intarget shall be entitled to refund the Service User the VAS Service Fee and Bearer Fees and debit the Client's account with such amounts. Should the Client subsequently establish, to Intarget's satisfaction, that in fact the Refund event did occur, or the client gave permission to be billed, then Intarget shall credit the Client's account with such amounts provided the Service User has consented to being re-debited for the amount, or is legally bound to accept the charges.

9 REPEATED BREACH OF SLA

Should a Client fail to act within the Service Levels of this SLA with respect to any 4 (four) faults within a calendar month, then such failure shall amount to a material breach incapable of being remedied, as provided for in the main service agreement.

Thus done and signed at _____ on this _____ day of _____ 20__

Client:

Name:

Signature - duly authorized.

INTARGET:

Name:

Signature - duly authorized.