

Service Level Agreement (SLA)

By

BK Techouse Ltd.

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1. Introduction

This Service Level Agreement (this "Agreement" or this "SLA"), is made by and between BKTechouse Ltd., a company organized and existing in Kigali/Rwanda, with offices located at KN 4 Ave, 74 St Kigali ("Service Provider") and "You" referred in this agreement as "Customer" or "Client".

This Agreement remains valid until superseded by a revised agreement. The agreement also is in line with the terms of use described on <u>https://www.urubutoschools.ac.rw/</u>

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Definitions and abbreviations

Company (referred to as either "the Company", "We", "Us", "service provider" or "Our" in this Agreement) refers to BKTechouse Ltd., KN 4 Ave, 74 St Kigali.

SLA refers to Service Level Agreement

Accuracy refers to the degree of conformance between a result specification and standard value.

Timeliness refers to the performance of action by the service provider to ensure the maintenance of the SLA service expectation

Country refers to Rwanda

Currency referred to as either "RWF" or "Francs" refers to Rwandan francs.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Website refers to Urubuto, accessible from https://www.urubutoschools.ac.rw/

Service refers to the Website.

3. Services covered

The services covered by this SLA are for the purposes of using Urubuto. Urubuto is a school management system whose features are extensive but include:

- Academics management including timetable management and report card generator
- Students behavior management such as attendance, discipline and permission request
- Fees management for online payment to eliminate the need for physical pay slips.
- Staff management
- Finance and Accounting
- School library management
- Communication
- Advanced analytics

This SLA covers only the services of the system as provided on the website:

<u>www.urubutoschools.ac.rw</u> and makes no guarantees or representations as to the provision or availability of any other service that may be provided by the service provider as an ancillary benefit to its clients.

4. Exclusions

This SLA is written in good faith. The service provider will always do everything possible to rectify every issue in a timely manner.

However, there are exclusions. This SLA does not apply to:

- Any equipment, software, services, third party or otherwise, or any other parts of the system.
- Software, equipment or services not purchased via and managed by the service provider.

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorized changes to the configuration or set up of affected equipment, software or services.
- The client has prevented the service provider from performing required maintenance and update tasks.

• The issue has been caused by unsupported mobile devices, equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the service provider's control. For instance: floods, war, acts of god, civil unrest and so on.

This SLA also does not apply if the client is in breach of its contract with the service provider for any reason (e.g. late payment of fees, improper use, violation of terms, etc.

5. Goals and Objectives

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

The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

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.
- 6. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): BK Techouse Ltd. ("Service Provider")

Customer(s): Customer ("Customer") or ("Client")

7. Periodic Review

This Agreement is valid from the June 1, 2020 outlined herein and is valid until further 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.

The Document owner is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Review Period: Bi-Yearly (6 months) Previous Review Date: 01-June-2020 Next Review Date: 01-December-2020

8. Service Agreement

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

a. Scope

The following Services are covered by this Agreement;

- Features of Urubuto school management system
- Manned telephone support
- Monitored email support
- Periodic system health check

b. Service levels, rank and priority

| Severity Level Description Target response | |
|--|--|
|--|--|

| Outage | Service server down | Within one business day |
|-----------------|--|-------------------------|
| Critical | High risk of service downtime | Within one business day |
| High priority | End user impact is prevalent and reduced performance | Within one business day |
| Medium priority | Potential for end user impact if not addressed | Within 48 hours |
| Low priority | Issue with potential impact in the future | Within 5 working days |

c. Customer Requirements

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

- Timely provision of the required data for the school set up in the system
- Reliable internet broadband at the end user point
- Security of the shared user credentials
- Payment for all support costs at the agreed interval. 10,000 RWF per trip will apply for any on-field support that applies.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
 - d. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Ensure relevant software, services and equipment are available to the client where necessary
- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
 - e. Service Assumptions

Assumptions related to in-scope services and/or components include:

• Changes to services will be communicated and documented to all stakeholders.

9. Service management

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

a. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 5:00 P.M. Monday through Friday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday through Friday.
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Onsite assistance's necessity determination will be at the service provider's discretion and will be communicated to the customer.

b. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as outage, high priority or critical.
- Within 48 hours for issues classified as Medium priority.
- Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales and when deemed necessary by the service provider, it will also be dependent on the priority of the support request.

10.Right of termination

The customer reserves the right to terminate the contract with the service provider. However, clear communication of termination should precede the process of termination of the contract.