

Service Level Agreement (SLA)

FOR ONBOARDING SERVICES ON THE NRS MERCHANT-BUYER
eINVOICING PLATFORM

BETWEEN



AND

XXX COMPANY LIMITED

EFFECTIVE DATE: THIS *DD* DAY OF *MM* 202Y

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Agreement Overview

Introduction

This Service Level Agreement (“SLA” or “Agreement”) is entered into by and between **Softtrust Technologies Limited** (“the Service Provider”), with its registered office at Paradise Estate Katampe 2, House SDD13 Unit 2, Katampe, Behind ASO Radio, Abuja FCT, and **XX Wholesale Limited** (“the Client”), with its registered office at XX XXX, to establish the terms and framework for the support and maintenance of the onboarding service(s) selected below.

Periodic Review

This Agreement is valid/operative from the Effective Date stated on the cover page and shall remain in effect for a period of twelve (12) months thereafter. Upon expiry of this period, the Agreement will be reviewed and, if necessary, revised to reflect prevailing requirements and circumstances. If no amendments or revisions are, however, proposed during the review, the current Agreement shall remain in full force and effect until the next scheduled review. Any amendments or renewals shall require approval and agreement by all authorized stakeholders. This Agreement will be reviewed at least once every fiscal year – every 12 months.

Service Offerings

Two services are offered on the FIRS eInvoicing Platform. Tick applicable service(s):

- ☐ System Integration
- ☐ Access Point Provision

Purpose

The primary goal of this Agreement is to ensure that necessary components and commitments are in place by the Service Provider to provide consistent and reliable technical and IT support services to the Client as may be required for smooth operation and maintenance.

Service Offerings - Description and Scope

System Integration (SI)

This offering includes *One-time onboarding; Registration; Sandbox; UAT Support; Go-Live and Documentation*. Furthermore, it covers *2 Document-Type* comprising *1 Invoice and 1 Credit Note*. The service also covers *QR Code Generation and Signing of Invoices*.

Access Point Provision (APP)

Provision of Access Point services covers *Invoice Transmission; Validation and Routing*.

NOTE: Both services or either service include(s) a **Monthly Subscription** – that the Client can either choose to pay in 12 instalments or once - covering *SI Services, Platform Access, Dashboards, Archiving and Standard Support*. Furthermore, *two maintained document types* are included.

Note: The services described above are considered in-scope services i.e. services that come with the offerings.

Service Agreement

Support Services and Scope

We cover the following services under this Agreement:

- Phone support during business hours
- Monitored email support
- Remote assistance via telephone, remote desktop
- Onsite assistance (subject to additional costs)
- Periodic (e.g. monthly, quarterly, every 6 months) system overall health checks

Responsibilities of Service Provider

The Service Provider agrees to the following:

- Meet the service availability, response and resolution times (as set out under Performance Metrics) for all in-scope services/service-related incidents
- Promptly notify the Client of every necessary, scheduled system maintenance in advance.
- Provide prompt and adequate support for all in-scope service-related incidents

- Attend to out-of-scope service-related incidents subject to approval and additional cost.

Responsibilities of the Client

The Client agrees to the following:

- Meet all payments as per the agreed contract;
- Pay support cost for any out-of-scope services/out-of-scope service-related incidents;
- Notify the Service Provider of any in-scope service-related incidents promptly;
- Make available appropriate representatives to work with the Service Provider to address all in-scope service-related incidents or requests.

Service Management/Issue Management

Service Support

Channel	Coverage	Remarks
Telephone – Support Help Line 09025741418	Answered 9.00AM to 5.00PM Monday - Friday	Calls outside these hours will be noted but action is not guaranteed until the next working day
Email info@softrust.com.ng	Monitored 9.00AM to 5.00PM Monday – Friday	Emails received outside business hours will be noted but action is not guaranteed until the next working day
Onsite Assistance	Guaranteed within 72 hours during the business week	Subject to whether it is an in-scope service-related request and whether the issue cannot be resolved remotely

Performance Metrics

Metric	Target	Remarks
Service Availability	99.5% uptime, 24/7 coverage	Covers the period during which the service can be used as intended without interruptions, planned downtime, or failures.
Response Time [Critical/High Priority]	Within 1 Hour	The time it takes our team (the Service Provider) to acknowledge or respond to the Client's request, incident, or issue. Note: Response involves logging the incident, confirming receipt, assessing its severity level and communicating next steps to the Client.
Response Time [Non-critical/Medium Priority]	Within 8 Business hours	
Response Time [Non-critical, Low Priority]	Within 3 Working Days	

Issue Resolution [Critical/High Priority]	Within 0-8 Hours	The total time it will take our team (the Service Provider) to fully resolve the reported issue, from initial logging to complete resolution and confirmation . Note: Resolution times tend to be longer and vary depending on the complexity and priority of the issue and required resources.
Issue Resolution [Non-critical]	Within 3 Working Days	

Support Contact and Issue Escalation Procedures

Every technical support issue/incident (Initial Incident/Issue Report) shall first be communicated to our Support Help Line (STL Central Office) via **phone: 09025741418** or **email: info@softrust.com.ng** or both.

In the event that a Critical/High Priority or Non-Critical/Medium Priority issue/incident is not resolved within the target resolution time after being formally communicated to the Service Provider (Softrust), the following escalation protocol shall apply

Support and Issue Escalation Contact List

Type	Phone	Email
Support Help Line STL Central Office	09025741418	info@softrust.com.ng
Support Contacts Name: Barnabas Iwenge Name: Mustapha Lawan	09025741418 +234 703 384 3035	Barnabas.iwenge@softrust.com.ng Mustapha.lawan@softrust.com.ng
Escalation Contact Name: Mr. Lawrence Alele	08027938227	lawrence.alele@softrust.com.ng

General Provisions

Service Cost

The cost is as agreed upon in the finalised contract for the selected service.

Key Assumptions

This Agreement operates under the following assumptions:

- That the Client's operating IT environment is fully ready and operational to support the selected onboarding services described in this Agreement. Any deficiencies in IT Environment Readiness may impact project timelines, smooth service delivery or incur additional costs which will be treated separately.
- That the Client shall provide the access, resources and cooperation necessary for timely diagnosis and resolution of issues.
- That any changes to services shall be communicated to all stakeholders prior to implementation.

Out-of-scope Services

The provisions of this Agreement are applicable only to the services (termed in-scope services) outlined under *Service Offerings – Description and Scope*. Any services not explicitly described under *Service Offerings – Description and Scope* shall be considered *Out-of-scope services* and, if requested by the Client, be *separately invoiced and provisioned for* outside of the original contract.

Out-of-scope services are any tasks, requests, or assistance **not specifically described or covered** under the SLA's *Service Offerings – Description and Scope*. These services may relate to work outside the agreed deliverables, non-standard support (e.g. support for third-party software/applications, integration with unsupported third-party platforms and products, support outside business hours), or additional features and functionalities (e.g. software tools or components to facilitate seamless two-way communication/data exchange, major system upgrade/new feature development or enhancement) not originally listed or included in the service definition.

Penalties

Service Provider:

If uptime or response metrics are not met in any quarter, Service Provider shall issue a 5% credit on the Client’s next month’s invoice.

Client:

Late payments of invoice beyond 15 working days will attract a late fee of 5% penalty per month on the outstanding balance.

IN WITNESS WHEREOF, the Parties here to execute this agreement:

SIGNED FOR AND ON BEHALF OF
SOFTRUST TECHNOLOGIES LIMITED

Managing Director

In the Presence of

SIGNATURE.....

NAME:

ADDRESS:

OCCUPATION:

SIGNED FOR AND ON BEHALF OF
XXX COMPANY LIMITED

Chief Executive Officer

In the Presence of

SIGNATURE.....

NAME:

ADDRESS:

OCCUPATION:.....