

ANNEXURE C
SERVICE LEVEL AGREEMENT
PROCUREMENT OF DATA ARCHIVING SYSTEM

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1. ANNEXURE C INTRODUCTION AND SCOPE

- 1.1 This SLA outlines the service expectations, responsibilities, and performance metrics for the implementation, support, and maintenance of Transnet’s Data Archiving System across regional data centers in Pretoria, Johannesburg, Durban, and Cape Town, followed by additional regions in Phase.
- 1.2 Annexure C sets out the Service Levels and performance targets required by Transnet Corporate Centre.
- 1.3 The Service Levels will be effective from the date agreed by the Parties, but no later than two calendar months after Commencement Date of the Master Services Agreement. While Transnet would prefer the Service Levels to be effective from the first day of the contract, it is recognized that the Service Provider may need time to set up for Service Level Management.
- 1.4 The Service Levels focus on key aspects of the Services and are not intended to cover all aspects.

1.5 Annexure C also sets out a number of related matters, including Service Level Management activities, Root Cause Analysis reporting, the Outsourcing Committee, and the consequences of nonperformance of the Service Levels.

2. DEFINITIONS

2.1 In addition to definitions in the Master Services Agreement, Table 1: Definitions is relevant to this Annexure C.

Table 1: Definitions

Term	Description
Calendar Day	All days in a month, including weekends and public holidays. Where a Calendar Day deadline falls on a weekend, or public holiday, the next Business Day will apply.
Champion	Transnet employees designated by Transnet to handle transactions with the Service Provider on behalf of End Users.
End User	Defined in the Master Services Agreement.
Measurement Period	The period of time over which performance of a Service Level will be measured in order to calculate the Service Level Achievement. Unless otherwise provided, the Measurement Period will be one calendar month.
Portal / Web Portal	Defined in the Master Services Agreement.
Resolved	A Ticket lifecycle status indicating that the work on the Ticket is complete.
Root Cause Analysis (RCA)	An investigation into the underlying cause of a Service Level Failure or other service delivery issue.
Service(s)	Defined in the Master Services Agreement.
Service Level	Defined in the Master Services Agreement.
Service Level Achievement	The actual Service Level performance results for a Measurement Period.
Service Level Credit	An amount deducted from the amounts to be paid under the Master Services Agreement to the Service Provider in the event of a Service Level Failure.
Term	Description
Service Level Failure	Occurs when the Service Level Achievement does not meet or exceed the Service Level Target.

Service Level Report	A monthly report providing the Service Level Achievements per Service Level for a Measurement Period, as well as historic performance.
Service Level Target	The minimum percentage, or other performance measure, that the Service Provider must achieve for a Service Level to be met.
Service Provider	Defined in the Master Agreement.
Service Review Pack	A monthly collection of documents that include, but are not limited to, the monthly Service Level Report.
Ticket	A record of work performed (or needing to be performed).
Ticket Status	The status of a Ticket indicates its progress through the Ticket lifecycle.

3. SERVICE LEVELS

- 3.1 The Service Provider will deliver the Services at sufficiently high quality to consistently meet or exceed the Service Level Targets.
- 3.2 Each Service Level has a Measurement Period of a calendar month, unless otherwise specified.
- 3.3 The Service Provider will produce and maintain standard operating procedures detailing the tools, procedures, calculations and raw data sources used to measure and calculate Service Level Achievement. The Service Provider will deliver this document to Transnet by the agreed date, but no later than two months after date of signature.

4. CHANGES TO SERVICE LEVELS

- 4.1 Transnet reserves the right to add, remove or amend Service Levels at initiation of the contract and on a quarterly basis thereafter.
- 4.2 Changes to Service Level will be aimed at improving service delivery to Transnet's Business and End Users, or to obtain a view on performance that better reflects the Business and End User experience.
- 4.3 To effect Service Level changes the contract amendment and change control procedures will be followed.

5. SERVICE LEVEL MANAGEMENT

- 5.1 The Service Provider will diligently perform Service Level Management activities, including:
- 5.1.1 Monitoring, measuring, assessing and managing actual Service Level performance against target throughout the Measurement Period; and
- 5.1.2 Coordinating and aligning the activities of its various internal functions to support the achievement of the Service Level Targets; and

5.1.3 Producing monthly Service Level Reports; and

5.1.4 Presenting the Service Level Reports to Transnet at a monthly Outsourcing Committee; and

5.1.5 Initiating and executing activities to improve Service Levels where needed;

5.1.6 Engaging and establishing productive relationships with key Transnet stakeholders.

6. EXCUSED PERFORMANCE

6.1 The Service Provider can request excused performance from Transnet in the event of a Service Level Failure, or failure to meet the Service Level Target on one or more Tickets, due to circumstances beyond the Service Provider's control.

6.2 Circumstances beyond the Service Provider's control may include acts or omissions by Transnet or Force Majeure events but ordinarily would not include acts or omissions by its own employees, or its 3rd party partners and suppliers.

6.3 If, in the Service Provider's opinion, circumstances justify a request for excused performance, the Service Provider must submit a fully motivated request in writing to Transnet.

6.4 While Transnet is not obligated to accept every request for excused performance, it will assess the justification provided by the Service Provider to determine whether the failure was genuinely due to circumstances beyond their control, this assessment may include reviewing supporting evidence such as incident reports and communications, evaluating whether the issue could have been mitigated, and verifying if appropriate escalation or notification procedures were followed.

6.5 If Transnet approves the request for excused performance in writing, then the Service Level, and/or Ticket(s), in question, will be deemed to have been met.

7. THE CONSEQUENCES OF SERVICE LEVEL NON-PERFORMANCE

7.1 Service Credits become due to Transnet when the Service Provider fails to meet or exceed the performance target for some Service Levels.

7.2 The Service Provider will include a Service Level Credit report at the monthly Outsourcing Committee meeting.

7.3 All credit notes will clearly indicate the month and Service Level to which the Service Credit relates.

7.4 The Service Provider agrees to deliver the Services at, or better than, the required Service Level Target in preference to incurring a liability for Service Level Credits; and

7.5 Transnet will, in all cases, prefer to receive the Services at the required Service Level Target in preference to receiving Service Level Credits.

8. OUTSOURCING COMMITTEE

- 8.1 An outsourcing committee, comprising Transnet and Service Provider members, will meet monthly to review service performance for the past month.
- 8.2 Transnet, with input from the Service Provider, will draw up a term of reference for the committee.
- 8.3 Transnet will schedule, chair, and set the agenda for the Service Review committee meetings.
- 8.4 The agenda for the committee will not be limited to the discussion of Service Level Reporting, but will include other relevant delivery matters as set out on the agenda.
- 8.5 The Service Provider will be responsible for producing high quality minutes, suitable for meeting audit requirements, for each committee meeting, and for distributing such minutes within five Business Days following the meeting.
- 8.6 The Service Provider will produce and deliver a Service Review pack by the tenth calendar day of each month. The Service Provider will present this pack at the outsourcing committee meeting.
- 8.7 The pack will comprise Service Level Reporting, and other information as determined by Transnet with input from the Service Provider.
- 8.8 The content of the Service Review Pack will evolve over time as per Transnet's requirements.

9. ROOT CAUSE ANALYSIS REPORTING

- 9.1 The Service Provider will produce a Root Cause Analysis (RCA) report, using a Transnet approved template, in the event of a Service Level Failure.
- 9.2 The RCA report will detail the underlying root cause of the failure and any contributing factors, and set out remedial actions, with planned completion dates, that the Service Provider will take to prevent further such failures.
- 9.3 The RCA report will be part of the same Service Review Pack in which the Service Level Failure is reported.
- 9.4 The Service Provider will present the RCA report at the Service Review Committee meeting and advise on progress with on-going remedial actions until their completion.
- 9.5 Transnet will have the right to request quality improvements to the content of any RCA report and will approve the report only once it is satisfied with the quality.
- 9.6 Transnet, at its discretion, may request an RCA report from the Service Provider on any area of concern it has related to service delivery. The report will be delivered by the fifth Business Day following the request.

10. SERVICE PROVIDER SUPPORT

- 10.1 Transnet Champions will be the primary point of contact for End Users and serve as the interface between the Service Provider and Transnet End Users.

10.2 Each Service Level has a Service Coverage Window (SCW) to specify the hours during which the Service Provider will provide support.

10.3 The SLA clock stops during hours outside of the applicable SCW.

10.4 Table 2 sets out the Service Coverage Window hours for different service classes.

Table 2: Service Coverage Window (SCW)

Service Class	Service Coverage Window
Standard	Normal Office Hours: 07:00 to 17:00 Monday to Friday, excluding public holidays.
Extended	Extended Office Hours: 07:00 to 22:00 Monday to Friday and 07:00 to 17:00 on Saturdays. Public holidays are included.
Premium	Full: 24 hours a day, 7 days a week, all year round.

11. TRAINING AND SERVICE SUPPORT DOCUMENTATION

11.1 The Service Provider will provide relevant OEM training, to Transnet, to all Transnet Champions and other stakeholders identified by Transnet.

11.2 The training will include, but not be limited to:

11.2.1 On boarding Champions at contract initiation.

11.2.2 Refresher training as needed, and training for new Champions.

11.2.3 Using the Portal.

11.2.4 The Service Provider's relevant processes and procedures.

11.2.5 Out of warranty Repairs/OEM training which will cover hardware repairs/replacement, OEM software repairs

11.2.6 Related to 11.2.4, it is noted that Transnet requires the Service Provider to ensure that its processes and procedures fit in with those of Transnet.

11.3 If requested by Transnet, the Service Provider will develop and keep up to date a high-quality processes and procedures manual for Champions. The form that the manual takes must be acceptable to Transnet.

11.4 Transnet will approve the processes and procedures manual, and any revisions.

12. SERVICE PROVIDER COMMITMENT TO SERVICE LEVEL MANAGEMENT

12.1 The Service Provider will lay the foundations for successful Service Level Management by ensuring that it appoints highly suitable service management/account management personnel from the outset of engagements with Transnet.

12.2 The Service Provider will ensure that its service/account management personnel have:

12.2.1 An excellent understanding of the Service Provider's internal functions and processes and procedures relevant to the Services to be provided under the Agreement.

12.2.2 Ample experience to successfully deliver services to a customer of the size and complexity of Transnet.

12.2.3 A high level of personal drive, energy and commitment; and

12.2.4 A strong appreciation of the vital role that Transnet plays in the South African economy.

12.3 The Service Provider:

12.3.1 Acknowledges that it may need to configure its Ticket logging tool to ensure that Service Level reporting for Transnet is accurate from the outset. This may include creating new categories, with associated Service Level configuration, for Transnet.

12.3.2 Will ensure that its service desk consultants receive adequate and relevant training, and on-going coaching, to ensure that they process Transnet tickets correctly and within the Service Level Target.

12.4 The service provider must implement monitoring tools for system health, data replication, and resource usage.

12.5 Monthly performance reports must include uptime statistics, incident logs, and SLA compliance.

12.6 Quarterly review meetings will be held with Transnet to evaluate service delivery and improvements.

13. Service Levels

This section outlines the expected performance standards for support, maintenance, and operational continuity of the Data Archiving System across Transnet's regional data centers. These service levels are designed to ensure high availability, timely issue resolution, and consistent performance across the unified cloud platform.

13.1 Technical Support Response

Support is categorized by priority levels with defined response and resolution times.

Priority Level	Definition	Response Time	Resolution Target
P1 – Critical	Complete outage or severe impact on core business operations	30 minutes	4 hours
P2 – High	Major degradation of performance, partial outage	60 minutes	8 hours
P3 – Medium	Minor impact, workaround available	2 hours	2 business days
P4 – Low	Informational requests or configuration assistance	Next Business Day	5 business days

13.2 Time Coverage and SLA

Service Item	Response Time	Description	Remarks
Technical Assistance Center Support	P1: 30 min, 24×7 P2: 60min P3: 2 hrs. P4: NBD	24×7, (Monday to Sunday).	Remote support and remote access included
Hardware replacement	On a 9×5 basis, next Business Day.	Available 9 hours a day 9×5 (Mon–Fri, 08:00–17:00)	All South African Cities
OS Software Updates	24×7	24×7, (Monday to Sunday).	Via OEM portal
Online Self-help Support	24×7	24×7, (Monday to Sunday).	Via OEM portal

13.3 Responsibilities Matrix

Activity	OEM	Bidder	Transnet
Service Request Channels	Owner	Assistant	-
SLA Response	Owner	Assistant	-
Problem Escalation	Owner	Assistant	Assistant
Fault Info Provision	Assistant	Assistant	Owner
Remote Problem Handling	Owner	Assistant	-
Remote Access Setup	Owner	Assistant	Owner
Solution Implementation	Assistant	Assistant	Owner
Confirmation & Reporting	Assistant	Assistant	Owner