

Service Level Agreement

Between

Eskom Holdings SOC

(hereinafter referred to as Eskom)

and

Service Provider

(hereinafter referred to as Service Provider)

Initials:

	Services and Service Levels	APPENDIX A
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1. Introduction

- 1.1. This document is a service-level agreement (SLA) between Eskom Holdings SOC Limited (Eskom) and Service Provider (Service Provider)
- 1.2. This SLA defines and formalises the working relationship between Eskom and Service Provider in relation to the supply, delivery, warranty, advanced replacement services, centralized management capabilities, software updates and OEM support services for Microsoft Teams Certified Telephony Devices.
- 1.3. The SLA document must be read together with the main Contract for the Supply and Delivery of Microsoft Teams Certified Telephony Devices.
- 1.4. The services covered under this SLA include the supply and delivery of Microsoft Teams Certified Telephony Devices to Eskom sites across South Africa, provision of advanced replacement services, centralized management capabilities, firmware and software updates, and OEM escalation support services.
- 1.5. This SLA document shall be reviewed as and when necessary to accommodate operational changes, continuous service improvement initiatives, technology advancements, and evolving Eskom business requirements.
- 1.6. The purpose of this SLA is to define the service expectations, warranty obligations, replacement service levels, delivery requirements, centralized management capabilities, escalation procedures, responsibilities, and performance management mechanisms applicable to the Microsoft Teams telephony solution and associated services provided to Eskom.

2. Scope

2.1. This SLA document contains:

- Services descriptions and categories.
- Key roles and responsibilities of Eskom and Service Provider.
- Service levels and service requirements applicable to the supply, delivery, warranty, replacement, and centralized management capabilities for Microsoft Teams Certified Telephony Devices.
- Incident escalation and replacement management requirements.
- Hardware warranty and advanced replacement services
- Delivery requirements applicable to Eskom sites across South Africa.
- Centralized management, monitoring, firmware, and software update requirements.
- Service-level monitoring and reporting requirements
- Service performance management requirements.
- Penalties and recoveries applicable to service level failures

2.2. The scope of services covered under this SLA includes, but is not limited to the following:

- Supply and delivery of Microsoft Teams Certified Telephony Devices to Eskom sites across South Africa.
- Five (5) year swop-out warranty services for supported telephony devices.
- Advanced hardware replacement services for faulty or defective devices within the agreed replacement service levels.
- Provision of firmware and software updates and upgrades at no additional cost to Eskom.
- Provision of a Centralized Management Tool for device inventory management, firmware updates, usage trends, network performance monitoring.
- Escalation management services for OEM-related issues, device failures, and unresolved hardware-related incidents.

- Reporting capabilities and access to operational information through the Centralized Management Tool.
- Training and knowledge transfer relating to the Centralized Management Tool and supported telephony devices.
- Delivery coordination and replacement services for Eskom business units and sites across South Africa.

2.3. The services covered under this SLA will support Eskom business units and sites across South Africa as defined within the contract and associated procurement documentation.

3. Purpose

- 3.1. The purpose of this agreement is to define and formalise the working relationship between Eskom and Service Provider in relation to the supply, delivery, warranty, advanced replacement services, centralized management capabilities, and associated OEM support services for Microsoft Teams Certified Telephony Devices.
- 3.2. This agreement establishes a common understanding between Eskom and Service Provider regarding the expected service levels, delivery requirements, replacement processes, escalation procedures, centralized management capabilities, and performance measurement requirements applicable to the Microsoft Teams telephony environment.
- 3.3. This agreement further defines the services to be delivered by Service Provider and the service levels that Eskom can expect in relation to device supply, delivery, firmware and software updates, advanced replacement services, and centralized management capabilities.
- 3.4. This SLA also provides the framework for measuring, monitoring, and managing service performance to ensure alignment with Eskom operational requirements, business objectives, and service delivery expectations across Eskom sites in South Africa.

4. Effective date

- 4.1. This agreement shall become effective on the date of signature of the main contract by both parties.
- 4.2. The act of signing the SLA will be binding on both parties with respect to the terms of the agreement.
- 4.3. This SLA shall remain valid for the duration of the main contract period unless amended, replaced, or terminated in accordance with the provisions of the main contract.

5. Normative/informative references

5.1. Parties shall apply the most recent edition of the documents listed in the following paragraphs.

5.1.1. Normative

- Eskom Information Security Policy (32-85)

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6. Definitions

Definition	Explanation
Assignment	The time at which a logged incident, request, problem, or change is allocated to the appropriate support resource, support group or resolver team and ownership for further action is formally established.
Centralized Management Tool	A management platform used for device inventory management, firmware and software update management, reporting, usage trend visibility and network performance monitoring for Microsoft Teams telephony devices.
Service Portal	A secure online support and escalation platform provided by Service Provider for the logging, tracking, monitoring and management of escalated incidents, replacement requests, OEM-related issues, and support-related activities relating to supported telephony devices.
Change	A request to modify, upgrade, patch, update, or reconfigure firmware, software, or Centralized Management Tool components relating to supported telephony devices.
Incident	An unplanned failure, malfunction, or hardware-related issue affecting a Microsoft Teams telephony device, Centralized Management Tool, or associated OEM-supported service requiring escalation, replacement or Service Provider intervention.
Problem	A recurring device, firmware, software or Centralized Management Tool related issue requiring root cause analysis or OEM escalation.
Request	A request relating to delivery coordination, replacement services, reporting, platform access, firmware updates, software updates, or other standard service activities relating to the supported telephony environment.
Response	The time taken by Service Provider to acknowledge and begin engagement on a logged incident, request, escalation, or replacement requirement.
Resolution	The time taken by Service Provider to complete the required replacement, escalation, workaround, or agreed service activity relating to a logged incident or request.
Escalation	The formal process of referring unresolved device, firmware, software, or OEM-related issues to higher technical support levels or the Original Equipment Manufacturer (OEM).
Service Hours	The agreed support period during which Service Provider services are available to Eskom, being Working Days from 08:00 to 17:00 unless otherwise specified in this SLA.
Swop-out Warranty	A warranty service where a faulty device is replaced with a new or equivalent device within the agreed service levels and replacement timelines.
Telephony Devices	Microsoft Teams Certified desk phones, conference phones, and related supported hardware supplied under the contract.
Working Day	Any day from Monday to Friday, excluding South African public holidays, between 08:00 and 17:00.
Advanced Replacement	A replacement service where a faulty telephony device is replaced by Service Provider within the agreed replacement service levels after confirmation of a hardware fault.
Firmware	Software embedded within a telephony device used to control device functionality and operations.
OEM Support	Support services provided directly or indirectly by the Original Equipment Manufacturer relating to supported telephony devices, firmware, or software components.

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7. Abbreviations

Abbreviation	Explanation
Eskom	Eskom Holdings SOC Limited
ITSM	Information Technology Service Management
KPI	Key Performance Indicator
MTTr	Mean Time to Respond
MTTR	Mean Time to Resolve
OEM	Original Equipment Manufacturer
PoE	Power over Ethernet
SLA	Service Level Agreement
SP	Service Provider
TAC	Teams Admin Centre (TAC)

8. Roles and responsibilities

8.1. Eskom is responsible for:

- 8.1.1 Ensuring that incidents, faults, and replacement requests relating to Microsoft Teams telephony devices are logged through the Eskom Service Desk.
- 8.1.2 Performing first-line troubleshooting and incident diagnosis through Eskom-appointed support service providers.
- 8.1.3 Escalating confirmed hardware-related faults and replacement requirements to Service Provider where device replacement or OEM escalation is required.
- 8.1.4 Providing Service Provider with authorised contact persons and escalation contacts.
- 8.1.5 Providing access to Eskom sites, facilities and authorised personnel where required for delivery, replacement or support-related activities.
- 8.1.6 Ensuring that telephony devices are used in accordance with Eskom policies, standards, and procedures.
- 8.1.7 Timely payment for services rendered upon receipt of valid invoices and supporting documentation.
- 8.1.8 Informing Service Provider of any planned environmental, operational, or infrastructure changes that may impact the supported services.
- 8.1.9 Facilitating access approvals, induction requirements and site-specific safety requirements where applicable.
- 8.1.10 Reviewing and approving firmware, software, or platform-related changes in accordance with Eskom change management processes where applicable.
- 8.1.11 Eskom shall be responsible for testing, approving, scheduling, and deploying firmware and software updates for supported telephony devices and the Centralized Management Tool.
- 8.1.12 Participating in quarterly service review meetings and service performance management activities.
- 8.1.13 Providing cooperation, operational information, and support required for Service Provider to fulfil its obligations under this SLA.

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8.2. Service Provider is responsible for:

- 8.2.1 Supplying and delivering Microsoft Teams Certified Telephony Devices to Eskom sites across South Africa in accordance with the contract and this SLA.
- 8.2.2 Providing a five (5) year swop-out warranty for all supported telephony devices supplied under the contract.
- 8.2.3 Providing advanced hardware replacement services for faulty or defective devices within the agreed replacement service levels.
- 8.2.4 Providing OEM-backed escalation and support services where required for hardware, firmware, software or device-related issues.
- 8.2.5 Providing firmware, software updates, patches, and upgrades at no additional cost to Eskom.
- 8.2.6 Service Provider shall notify Eskom of the availability of firmware and software updates, patches, upgrades, and security releases applicable to supported telephony devices and the Centralized Management Tool.
- 8.2.7 Service Provider shall provide Eskom with sufficient information relating to the purpose, impact, prerequisites, and release notes of firmware and software updates to support Eskom testing and approval activities.
- 8.2.8 Providing and maintaining a Centralized Management Tool for supported telephony devices.
- 8.2.9 Providing capabilities relating to firmware compliance, usage trends, reporting, and network performance monitoring.
- 8.2.10 Providing escalation management services for unresolved device-related incidents and OEM-related issues.
- 8.2.11 Coordinating replacement activities for confirmed faulty devices escalated by Eskom.
- 8.2.12 Ensuring that sufficient technical resources, logistics capabilities, and OEM support arrangements are available to meet the agreed service levels.
- 8.2.13 Providing reporting capabilities and operational information through the Centralized Management Tool and providing additional reports upon Eskom request where required.
- 8.2.14 Ensuring that all services are delivered in accordance with Eskom information security, safety and operational requirements.
- 8.2.15 Ensuring that all personnel assigned to Eskom are appropriately trained, skilled, and authorised to perform the required services.
- 8.2.16 Maintaining accurate records relating to deliveries, replacements, firmware updates, escalations and support activities.
- 8.2.17 Providing training and knowledge transfer relating to the Centralized Management Tool and supported telephony devices where required.
- 8.2.18 Working collaboratively with Eskom and Eskom-appointed third parties where necessary to support service delivery and operational requirements.

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8.3. Eskom's IT Service Provider (IT Outsource Partner) is responsible for:

- 8.3.1 Providing first-line support, troubleshooting, fault diagnosis, and incident management activities for Microsoft Teams telephony device-related incidents assigned by the Eskom Service Desk.
- 8.3.2 Escalating confirmed hardware faults, replacement requirements, firmware-related issues or OEM-related issues to Eskom for further escalation to Service Provider where applicable.

9. Services and service levels

9.1. Description of service

- 9.1.1 Service Provider shall provide the supply, delivery, warranty, advanced replacement services, centralized management capabilities, firmware and software updates, and OEM escalation support services for Microsoft Teams Certified Telephony Devices.

The services shall include, but not be limited to, the following capabilities:

- Supply and delivery of Microsoft Teams Certified desk phones and conference phones to Eskom sites across South Africa.
- Provision of a five (5) year swop-out warranty for all supported telephony devices supplied under the contract.
- Advanced hardware replacement services for faulty or defective devices in accordance with the agreed service levels.
- Provision and maintenance of a Centralized Management Tool for device inventory management, firmware and software updates, usage trends, reporting capabilities and network performance monitoring.
- Provision of firmware, software patches, upgrades, and security updates for supported devices at no additional cost to Eskom, including notification of update availability and provision of supporting release information to enable Eskom testing and approval prior to deployment.
- Monitoring capabilities to determine whether network conditions are impacting telephony and conferencing services.
- Provision of reporting capabilities relating to device inventory, firmware compliance, usage trends, and operational visibility through the Centralized Management Tool.
- Support for Microsoft Teams native integration and compatibility with Microsoft Teams Admin Centre (TAC).
- Provision of OEM escalation and support coordination services for unresolved hardware, firmware, software, or device-related issues where required.
- Coordination of replacement services for confirmed faulty devices escalated by Eskom through approved support channels.
- Training and knowledge transfer for a minimum of five (5) Eskom employees relating to the use and administration of the Centralized Management Tool, including device inventory management, firmware updates, network performance monitoring and usage trends.

9.1.2. Training

Service Provider shall provide training and knowledge transfer to Eskom personnel on the use and administration of the Centralized Management Tool and supported Microsoft Teams telephony devices.

- Training shall include, but not be limited to the following
 - Device inventory management.
 - Firmware and software update management.
 - Network performance monitoring to determine whether network conditions are impacting conferencing experience.
 - Usage trends and reporting capabilities.

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- General navigation and administration of the Centralized Management Tool.
- Basic troubleshooting and support functions.

- Service Provider shall provide training to a minimum of five (5) Eskom employees as part of the service onboarding and implementation process.
- Training material, user guides, and supporting documentation shall be provided in electronic format and made available to Eskom upon request.
- Additional training sessions may be requested by Eskom during the contract period to support operational requirements, knowledge transfer, or continuous service improvement initiatives.
- Training may be conducted remotely or onsite as agreed between Eskom and Service Provider.

9.2. Hours of service

- 9.2.1. Service Provider shall ensure that services relating to delivery coordination, replacement services, OEM escalation support, firmware and software updates and Centralized Management Tool capabilities are available during the agreed service coverage periods.
- 9.2.2. Standard support and coordination services shall be available during Working Days from 08:00 to 17:00.
- 9.2.3. The Centralized Management Tool and associated monitoring capabilities shall remain operational on a 24x7 basis, excluding approved maintenance periods.
- 9.2.4. Where it is necessary for Service Provider to perform planned maintenance or activities that may interrupt services or impact the availability of the Centralized Management Tool, a minimum of five (5) Working Days written notice shall be provided to Eskom and approved prior to implementation.
- 9.2.5. Planned maintenance activities shall be performed outside normal business hours unless otherwise approved by Eskom.
- 9.2.6. Where critical replacement requirements, OEM escalation support, or major service-impacting issues arise outside normal Working Days and hours, Eskom may request after-hours support and coordination services from Service Provider where operationally required.

9.3. Centralized Management Tool

- 9.3.1. Service Provider shall provide and maintain a secure Centralized Management Tool for all supported Microsoft Teams telephony devices.
- 9.3.2. The Centralized Management Tool shall provide capabilities including, but not limited to:
- Device inventory management
 - Device provisioning and configuration management
 - Firmware and software update management
 - Network performance monitoring to determine whether network conditions are impacting conferencing experience.
 - Email notification capabilities relating to faulty or non-compliant devices
 - Reporting and dashboard capabilities
 - Usage trend visibility and operational reporting capabilities.
- 9.3.3. The Centralized Management Tool shall support secure access controls and role-based access for authorised Eskom personnel.
- 9.3.4. Service Provider shall ensure that the Centralized Management Tool is available on a 24x7 basis, excluding approved maintenance windows.

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- 9.3.5. The Centralized Management Tool shall provide Eskom with visibility into firmware compliance, device inventory information, usage trends and related operational information.
- 9.3.6. Service Provider shall ensure that firmware updates and reporting information are maintained and available throughout the contract period.
- 9.3.7. Service Provider shall notify Eskom of any planned maintenance or outages affecting the Centralized Management Tool in accordance with the agreed maintenance and change management processes.

9.4. Service portal

- 9.4.1. Service Provider shall provide Eskom with access to a secure online service portal and designated email-based escalation channels for the logging, tracking, monitoring and management of escalated incidents, replacement requests, OEM-related issues, and support-related activities relating to Microsoft Teams telephony devices.
- 9.4.2. The service portal shall provide capabilities including, but not limited to
- Escalated incident tracking
 - Replacement request tracking
 - Access to historical ticket information
- 9.4.3. The service portal shall provide authorised Eskom personnel with role-based access to relevant escalation, ticketing and support-related information
- 9.4.4. The service portal shall be available on a 24x7 basis, excluding approved maintenance windows.
- 9.4.5. Service Provider shall ensure that authorised Eskom personnel receive automated notifications and updates relating to escalated incidents, requests and support activities logged through the service portal or designated escalation channels.

9.5. Service desk

- 9.5.1. All incidents, faults, replacement requests, and support-related queries relating to Microsoft Teams telephony devices shall initially be logged through the Eskom Service Desk.
- 9.5.2. The Eskom Service Desk shall assign incidents and service requests to Eskom's IT Service Provider for first-line troubleshooting, fault diagnosis, and incident management activities.
- 9.5.3. Where a hardware fault, replacement requirement, firmware-related issue, or OEM-related issue is confirmed and cannot be resolved by the Eskom's IT Service Provider, the matter shall be escalated to Eskom for further escalation to Service Provider where applicable.
- 9.5.4. Service Provider shall provide escalation coordination and support services relating to warranty, replacement, firmware, OEM-related, and device-related matters associated with supported telephony devices.
- 9.5.5. Service Provider shall provide authorised Eskom personnel with the applicable contact details and escalation channels for the logging and coordination of replacement requests and OEM-related issues.
- 9.5.6. Service Provider shall ensure that all escalated incidents and replacement requests are tracked and managed through appropriate ticketing, tracking or service management processes.
- 9.5.7. Service Provider shall maintain accurate records of escalations, replacement activities, firmware updates, and related support activities for reporting and audit purposes.

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9.5.8. Service Provider shall ensure that appropriately skilled technical and OEM support resources are available to support replacement coordination, firmware-related issues, and OEM escalation activities within the agreed service levels.

9.5.9. Service Provider escalation support services shall align with the agreed Hours of Service defined in section 9.2 of this SLA.

9.6. Request fulfilment (Request for a General Service)

9.6.1. A request ticket shall indicate that a standard service activity, administrative request, replacement request, reporting request, firmware update request or support-related activity is required relating to the Microsoft Teams telephony environment.

9.6.2. All service requests relating to Microsoft Teams telephony devices shall initially be logged through the Eskom Service Desk.

9.6.3. The Eskom Service Desk shall assign service requests to the Eskom's IT Service Provider for first-line support, troubleshooting, coordination, and request management activities.

9.6.4. Where a replacement requirement, firmware-related issue, or OEM-related issue is identified and cannot be resolved by Eskom's IT Service Provider, the request shall be escalated to Eskom for further escalation to Service Provider where applicable.

9.6.5. Actual time to fulfil a request shall be measured during Working Days.

9.6.6. Requests may include, but are not limited to:

- Replacement requests for faulty or defective telephony devices.
- Requests relating to the Centralized Management Tool.
- Firmware or software update requests
- Reporting or operational information requests.
- Device inventory information requests.
- Requests for technical guidance or advisory services relating to supported telephony devices.

9.6.7. All requests relating to replacement services, firmware or software updates, OEM escalation, or Centralized Management Tool activities shall be logged through approved Eskom support channels or agreed escalation processes.

9.6.8. Ninety percent (90%) of all request tickets escalated to Service Provider shall be assigned within four (4) Working Hours of receipt.

9.6.9. Ninety percent (90%) of all standard service requests shall be fulfilled within three (3) Working Days unless otherwise agreed between Eskom and Service Provider.

9.6.10. Service Provider shall provide Eskom with regular status updates for requests that cannot be completed within the agreed timelines.

9.7. Incident management

9.7.1. Incident tickets shall indicate that a Microsoft Teams telephony device, Centralized Management Tool, firmware component, software component, or related supported service is faulty, unavailable, degraded, or not functioning as intended.

9.7.2. Incidents relating to Microsoft Teams telephony devices shall initially be logged through the Eskom Service Desk and assigned to Eskom's IT Service Provider for first-line troubleshooting, fault diagnosis, and incident management activities.

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9.7.3. Where a hardware fault, replacement requirement, firmware-related issue, software-related issue, or OEM-related issue is confirmed and cannot be resolved by Eskom's IT Service Provider, the incident shall be escalated to Eskom for further escalation to Service Provider where applicable.

9.7.4. Actual response and resolution times for incidents escalated to Service Provider shall be measured during the applicable support coverage periods defined in section 9.2.

9.7.5. Ninety-five percent (95%) of all incidents escalated to Service Provider shall be assigned within four (4) Working Hours of escalation.

9.7.6. For incidents requiring hardware replacement by Service Provider, the replacement service level measurement shall commence from the date and time that Service Provider confirms assignment of the escalated incident or replacement request.

9.7.7. The target for incident resolution shall be as follows:

Priority	Description	Resolution Target
Priority 1(P1)	Critical failure of the Centralized Management Tool or multiple telephony devices requiring urgent replacement or OEM escalation	1 Working Day
Priority 2(P2)	Major degradation affecting multiple telephony devices, firmware services or management capabilities	2 Working Days
Priority 3(P3)	Single telephony device, firmware issue or replacement requirement impacting a user or site	3 Working Days
Priority 4(P4)	Minor issue, advisory request, low-impact incident or non-urgent operational request	5 Working Days

9.7.8. Service Provider shall provide Eskom with progress updates for all Priority 1 and Priority 2 incidents until resolution or completion of the required replacement or escalation activities. A Root Cause Analysis (RCA) report shall be provided to Eskom for all Priority 1 incidents and any Priority 2 incidents where requested by Eskom.

9.7.9. For Priority 1 incidents, Service Provider shall:

- Escalate the incident to the appropriate technical or OEM support teams where required.
- Notify Eskom nominated contacts within four (4) Working Hours of escalation.
- Provide progress updates at agreed intervals until service restoration, replacement completion, or implementation of an agreed workaround.

9.7.10. Where a permanent resolution cannot immediately be implemented, Service Provider shall provide a workaround, temporary replacement or mitigation where applicable.

9.7.11. All resolved incidents escalated to Service Provider shall include documented actions taken, replacement details where applicable, escalation activities and resolution information within the applicable tracking or ITSM system.

9.8. Problem Management

9.8.1. Problem management shall be implemented to identify, investigate, manage, and address recurring device-related incidents, firmware issues, software issues, or operational trends affecting supported Microsoft Teams telephony devices or the Centralized Management Tool.

9.8.2. A problem ticket shall be raised where:

- Multiple related incidents are linked to a common root cause
- Repeated device, firmware, OEM software or replacement failures occur
- A major incident requires root cause investigation
- Eskom identifies recurring operational or device-related issues requiring formal investigation

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- 9.8.3. All problem records escalated to Service Provider shall be logged, tracked, and managed through the applicable tracking or service management system.
- 9.8.4. Problem records escalated to Service Provider shall be assigned within four (4) Working Hours of escalation.
- 9.8.5. Ninety-five percent (95%) of all problem records shall have investigation activities initiated within two (2) Working Days of escalation.
- 9.8.6. Ninety-five percent (95%) of all problem records shall have documented findings, root cause analysis, and recommended corrective actions within five (5) Working Days unless delayed by OEM investigation activities or third-party dependencies outside the control of Service Provider.
- 9.8.7. Service Provider shall provide Eskom with status updates relating to all open problem records until closure or implementation of agreed corrective actions.
- 9.8.8. Where applicable, corrective actions, workaround solutions, firmware updates, replacement activities, preventative measures, and permanent fixes shall be documented and communicated to Eskom.
- 9.8.9. Problem management activities shall include trend analysis and identification of recurring device, firmware, software, replacement or operational trends to support continuous service improvement and proactive device management.

9.9. Change Management

- 9.9.1. Change requests shall indicate that a supported telephony device, firmware version, OEM software component, Centralized Management Tool configuration or related operational process requires modification, upgrade, patching, replacement, or reconfiguration.
- 9.9.2. All changes affecting supported Microsoft Teams telephony devices, firmware, OEM software components, or the Centralized Management Tool shall be formally logged, assessed, approved, implemented and tracked in accordance with Eskom change management processes.
- 9.9.3. No change impacting Eskom services may be implemented without prior Eskom approval, except in the case of emergency changes required to restore critical services or address major security vulnerabilities.
- 9.9.4. Service Provider shall notify Eskom of available firmware and software updates applicable to supported telephony devices and the Centralized Management Tool and provide the relevant release notes, impact information, and deployment recommendations.
- 9.9.5. Eskom reserves the right to test and assess firmware and software updates prior to deployment into the production environment. No firmware or software update shall be deployed without Eskom approval unless required to address a critical security vulnerability or service-restoration requirement.
- 9.9.6. Service Provider shall ensure that all proposed changes include:
- A description of the change
 - Risk and impact assessment
 - Implementation plan
 - Rollback plan
 - Expected service impact
 - Planned implementation schedule
- 9.9.7. Planned changes shall be implemented outside normal business hours unless otherwise approved by Eskom.

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9.9.8. Emergency changes implemented to restore critical services or address urgent firmware or security-related issues shall be communicated to Eskom as soon as possible and formally documented after implementation.

9.9.9. Service Provider shall maintain records of all approved, implemented, failed, rolled-back, and emergency changes for reporting and audit purposes.

9.9.10. Service Provider shall ensure that implemented changes do not negatively impact the stability, security, availability or operational performance of supported telephony devices or the Centralized Management Tool.

9.9.11. Ninety-five percent (95%) of all standard change requests shall be implemented within seven (7) Working Days unless otherwise agreed between Eskom and Service Provider.

9.10. Service Availability

9.10.1. Service Provider shall ensure the availability of the Centralized Management Tool required to support Microsoft Teams telephony devices.

9.10.2. The target availability for the Centralized Management Tool shall be 99.5%, excluding approved maintenance windows.

9.10.3. Planned maintenance activities approved by Eskom shall be excluded from service availability calculations.

9.10.4. Service Provider shall notify Eskom of any unplanned outages or service degradation affecting the Centralized Management Tool and provide updates until service restoration.

9.10.5. Availability information, outages, and maintenance activities relating to the Centralized Management Tool shall be made available to Eskom through the reporting and monitoring capabilities of the platform and additional reports may be provided upon Eskom request.

9.11. Reports

9.11.1. Service Provider shall provide Eskom with reporting capabilities and operational visibility through the Centralized Management Tool relating to supported Microsoft Teams telephony devices and supported services.

9.11.2. Reports and operational information shall be made available to authorised Eskom personnel through the Centralized Management Tool.

9.11.3. The reports shall include, but not be limited to, the following information:

- Device inventory information.
- Firmware and software update status.
- Usage trends and operational statistics.
- Replacement activities and replacement turnaround times.
- Incident and escalation trends where applicable.
- Service availability information relating to the Centralized Management Tool.
- SLA performance information where applicable.

9.11.4. Service Provider shall provide additional reports, supporting information or operational data upon Eskom request.

9.11.5. Where applicable, reports shall support drill-down visibility by site, region, business unit, device category, or operational status.

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9.11.6. Service Provider shall ensure that reporting information made available through the Centralized Management Tool is accurate, complete, and maintained throughout the contract period.

9.11.7. Formal service performance or SLA-related reports shall be electronically provided by Service Provider for quarterly service review purposes or upon Eskom request.

9.12. **Key Performance Indicators (KPIs)**

9.12.1. Unless otherwise defined in the exception list, all services provided under this agreement shall be measured and managed against the agreed Key Performance Indicators (KPIs).

9.12.2 Service levels shall be measured against the agreed reporting and measurement periods and assessed based on the supporting operational data and service records maintained by Service Provider.

9.12.3 All KPI calculations, measurements, and supporting evidence shall be made available to Eskom upon request.

9.12.4 KPI performance shall be reviewed during quarterly service review meetings or as otherwise agreed between Eskom and Service Provider.

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KPI ID	Service Category	Service Description	Service Target	Measurement Period	Weighting
MTT001	Incident Assignment	Assignment of incidents and replacement requests	95% within 4 Working Hours – 8X5	Quarterly	Medium – 3%
MTT002	Incident Resolution	Resolution of Priority 1(P1) incidents	95% within 1 Working Day – 8X5	Quarterly	High – 5%
MTT003		Resolution of Priority 2 (P2) incidents	95% within 2 Working Days – 8X5	Quarterly	High – 5%
MTT004		Resolution of Priority 3 (P3) incidents	95% within 3 Working Days – 8X5	Quarterly	Medium – 3%
MTT005		Resolution of Priority 4 (P4) incidents	95% within 5 Working Days – 8X5	Quarterly	Low – 0%
MTT006	Request Fulfilment	Fulfilment of general service requests	90% within 3 Working Days – 8X5	Quarterly	Medium – 3%
MTT007	Hardware Replacement	Replacement of faulty devices	98% within 3 Working Days	Quarterly	High – 5%
MTT008	Service Availability	Availability of the Centralized Management Tool	99.5%	Quarterly	High – 5%
MTT009	Change Management Compliance	Notification of firmware, software, and platform updates and provision of supporting release information to Eskom	95% of firmware, software, and platform updates communicated to Eskom within five (5) Working Days of OEM release or notification.	Quarterly	Medium – 3%

9.13. Overall SLA Achievement Report

- 9.13.1. Service Provider shall provide Eskom with overall SLA achievement information reflecting performance against all applicable KPIs defined in this SLA.
- 9.13.2. If one or more KPIs are not achieved during a reporting period, the affected KPI shall be recorded as failed for that reporting period.
- 9.13.3. Where there are no incidents, requests, replacements, changes, or measurable activities during a reporting period, the affected KPI shall be recorded as “No Activity” and excluded from the overall SLA calculation for that reporting period.
- 9.13.4. Overall SLA achievement information and supporting operational data shall be made available to Eskom through the agreed reporting processes, quarterly service review meetings or upon Eskom request.
- 9.13.5. Eskom reserves the right to validate and verify all SLA measurements, calculations, and supporting evidence provided by Service Provider.

9.14. Service performance management

- 9.14.1. Service Provider shall monitor, measure, manage and provide service performance information relating to the agreed service levels and KPIs defined in this SLA.
- 9.14.2. Service performance measurements shall commence from the service commencement date unless otherwise agreed between Eskom and Service Provider.
- 9.14.3. Service Provider shall maintain accurate operational records and supporting evidence for all reported SLA measurements and KPI calculations.
- 9.14.4. Service performance information, operational visibility, and supporting data shall be made available to Eskom through the Centralized Management Tool and agreed reporting processes.
- 9.14.5. Service-level breaches shall be identified, addressed and managed together with corrective actions and recovery plans where applicable.
- 9.14.6. Eskom and Service Provider shall jointly review actual service performance against agreed service targets during quarterly service review meetings.
- 9.14.7. Service Provider shall continuously identify opportunities to improve service delivery, operational efficiency, replacement services, firmware management and overall service performance.
- 9.14.8. Eskom reserves the right to request reasonable amendments to service levels, reporting requirements or KPI measurements during the contract period, subject to mutual agreement and applicable contract change control processes.
- 9.14.9. Service Provider shall provide the applicable service performance information, SLA measurements, KPI performance results, and supporting operational information to Eskom at least two (2) Working Days prior to the scheduled quarterly service review meeting.
- 9.14.10. Where the required reports or supporting information are not submitted within the agreed timelines, Eskom reserves the right to regard the reporting obligation as failed for the applicable reporting period until the required information is submitted.

9.15. Service Level review

- 9.15.1. Eskom and Service Provider shall conduct quarterly service review meetings to review service performance, SLA compliance, operational issues, risks, escalations, replacement activities, service performance trends and continuous improvement initiatives relating to the Microsoft Teams telephony environment.
- 9.15.2. Service Provider shall provide the applicable service performance information, KPI results, SLA measurements, and supporting operational information prior to the scheduled service review meetings.
- 9.15.3. Meeting minutes and agreed action items shall be documented and tracked to closure by the responsible parties.
- 9.15.4. This SLA is a dynamic document and may be reviewed and updated periodically to accommodate:
- Changes in Eskom operational requirements
 - Technology or service changes
 - Continuous improvement initiatives
 - Changes to service levels or KPIs
 - Industry best practices and benchmarking outcomes
- 9.15.5. Any agreed changes to this SLA shall be formally documented and managed in accordance with the applicable contract change control process.
- 9.15.6. Eskom reserves the right to request additional service review meetings where necessary to address operational, service performance, or escalation-related matters.
- 9.15.7. Where required, Eskom and Service Provider may jointly conduct service review assessments or operational feedback sessions to identify service improvement opportunities relating to delivery, replacement services, firmware management, and overall service performance.

9.16. Excused performance

- 9.16.1. Service Provider shall not be held liable for failure to meet service levels or performance obligations where such failure is directly caused by Eskom dependencies, third-party dependencies outside the control of Service Provider or circumstances beyond the control of Service Provider.
- 9.16.2. Excused performance events may include, but are not limited to:
- Eskom network outages
 - Eskom power failures
 - Microsoft Teams or Microsoft 365 service outages
 - Failure or delay by Eskom-appointed third parties
 - Delayed Eskom approvals or access
 - Site access restrictions
 - Delays caused by courier, logistics, customs, or OEM-related dependencies outside the control of Service Provider.
 - Force majeure events
 - Any Eskom dependency preventing Service Provider from performing its obligations
- 9.16.3. Service Provider shall notify Eskom of any actual or potential excused performance event as soon as possible after becoming aware of the event.

Initials:

9.16.4. The notification shall include:

- Description of the event
- Impact on services and service levels
- Affected services or sites
- Expected duration
- Proposed mitigation or recovery actions

9.16.5. Service Provider shall take all appropriate actions to minimise the operational impact of the excused performance event and restore affected services, deliveries or replacement activities as quickly as possible.

9.16.6. Any service level failures directly attributable to an approved excused performance event shall be excluded from SLA measurements and penalty calculations for the affected reporting period.

9.16.7. Service Provider shall maintain records and supporting evidence relating to all excused performance events for audit and reporting purposes.

9.17. Penalties and recoveries

9.17.1. Service Provider shall be required to meet or exceed the service levels and KPI targets defined in this SLA.

9.17.2. Service level breaches shall be identified, recorded, reviewed, and discussed during quarterly service review meetings.

9.17.3. Where service levels are not achieved, Service Provider shall provide:

- Root cause analysis
- Corrective action plans
- Target dates for service improvement

9.17.4. Service Provider shall be afforded the opportunity to implement corrective measures to restore service performance before further escalation actions are considered by Eskom.

9.17.5. Repeated or persistent failure to meet agreed service levels may result in formal escalation and remedial actions in accordance with the provisions of the main contract.

9.17.6. Penalties shall be calculated according to the weighting percentage applicable to the failed KPI during the applicable reporting period.

- High weighting KPIs shall attract a penalty of five percent (5%) of the applicable service bill.
- Medium weighting KPIs shall attract a penalty of three percent (3%) of the applicable service bill.
- Low weighting KPIs shall not attract financial penalties.
- Where more than one KPI is failed during a reporting period, the total cumulative penalty shall not exceed ten percent (10%) of the applicable service bill for that reporting period.

9.17.7. The penalties will be recoverable in the form of a credit note against the applicable billing period.

9.17.8. Service breaches, corrective actions and improvement opportunities shall be reviewed as part of the agreed service performance management and quarterly service review processes.

9.17.9. Service Provider shall provide supporting information, corrective action updates and recovery plans relating to identified service breaches upon Eskom request or during quarterly service review meetings.

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9.17.10. The application of penalties shall not limit Eskom's rights or remedies available under the main contract or applicable law.

This agreement constitutes the sole agreement between Service Provider and Eskom, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the Service Provider and Eskom, each signatory to this warranting that he/she has the requisite authority to do so.

Service Provider Responsible Manager *(responsible for signing the contract on behalf of the Service Provider)*

Signed this day of 20 at

..... *(Place)*

(Full name)..... *(Signature)*on

behalf of **(supplier/contractor)**

Witnesses

1.

2.

Eskom Holdings SOC Limited (Eskom's representative) *(responsible for signing the contract on behalf of the Eskom)*

Signed this day of20.....

at *(Place)*

(Full name)..... *(Signature)*.....on behalf of

Witnesses

1.

2.

Initials: