

Draft Service Level Agreement
between

“ _____ ”

and

SENTECH SOC Limited
("SENTECH")

for

Cloud Service Solution Providers

TABLE OF CONTENTS

1. DEFINITIONS	3
2. PURPOSE, SCOPE, DURATION AND VALIDITY	3
3. SERVICE LEVEL AGREEMENT (SLA)	4
4. EXCLUSIONS	6
5. MONITORING AND REPORTING	6
6. INCIDENT MANAGEMENT	6
7. TERM AND TERMINATION	6
8. GOVERNING LAW	6
9. ENTIRE AGREEMENT	6
10. VALIDITY	7
ANNEXURE A: FAULT MANAGEMENT AND ESCALATION MATRICES	8

Service Level Agreement

1. DEFINITIONS

- 1.1. "ASA" means Actual Service Availability..
- 1.2. "SERVICE PROVIDER" means "_____".
- 1.3. "Incident" means a fault that directly affects the Service levels by substantially or completely reducing them.
- 1.4. "GSA" means Guaranteed Service Availability.
- 1.5. 'MTTRs' (Mean Time To Respond) means the average time from the time the ticket is logged by the SENTECH Contact Centre to the time a Cloud Platform Support Representative attends to the incident or trouble ticket.
- 1.6. "MTTR" (Mean Time To Restore) means the average time from the first detection or first report to the SENTECH Contact Centre of a service failure until the time when the service is restored.
- 1.7. "Parties" means **SENTECH** and "**SERVICE PROVIDER**".
- 1.8. "SLA" means service level agreement.
- 1.9. Escalation Matrix (Service Provider to provide)
- 1.10. GMTTR means Guaranteed Maximum Time To Restore, being the maximum time allowed to enable SENTECH to complete the restoration of a service.
- 1.11. "Outage" is deemed to exist when there is a break in service.
- 1.12. "Downtime" is deemed to exist when there is no service for a period of 60 seconds or more on ten or more occasions in any rolling period of one hour.
- 1.13. "NMC" means Network Management Centre

2. PURPOSE, SCOPE, DURATION AND VALIDITY

- 2.1 The purpose of this Service Level Agreement (SLA) is to formalise an agreement between SENTECH and CLOUD SERVICE PROVIDER"_____ " for the support and use of the Cloud Platform Network services provided by the service provider.
- 2.2 This SLA covers the availability and support of the Service as described in clause 3.
- 2.3 This SLA shall form part of the Main Agreement between "Service Provider" and SENTECH dated _____ to which this service level agreement is attached.
- 2.4 This SLA shall commence on ----- and continue for the duration of the Main Agreement unless terminated in accordance with the Main Agreement as signed.
- 2.5 This SLA shall remain valid until superseded by a revised SLA mutually agreed in writing between the Parties. The SLA shall be reviewed annually, or earlier as circumstances dictate.
- 2.6 All of the terms and conditions contained in the SLA shall bear the same meaning as defined in the Main Agreement unless the context otherwise requires.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 Technical Capabilities

3.1.1 Architecture Review (Design Principles)

- **Well-Architected Framework Assessment:** The Service Provider shall submit a comprehensive WAF assessment for AWS/Azure/GCP or equivalent, demonstrating adherence to best practices in security, cost optimisation, reliability, and performance.
- **Reference Architectures:** The Service Provider shall provide reference architectures from past projects that align with the proposed solution's scope.

3.1.2 Performance & Scalability Testing

- **Load/Stress Testing:** The Service Provider shall conduct load/stress tests in a demo environment to validate auto-scaling capabilities, latency, and uptime SLAs.
- **Benchmark Results:** The Service Provider shall present benchmark results on cloud services, focusing on metrics such as transactions per second and recovery time objectives.

3.1.3 Disaster Recovery (DR) & Resilience

- **Failover Test Report:** The Service Provider shall present a failover test report demonstrating recovery within the agreed Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
- **Multi-Region Deployments:** The Service Provider shall provide evidence of deployments across multiple regions or availability zones.

3.2 Compliance & Security Verification

3.2.1 Certification & Audits

- **Cloud Platform Certifications:** The Service Provider shall provide valid certifications (e.g., AWS Advanced Partner, Microsoft Solutions Partner).
- **Compliance with Audit Reports:** The Service Provider shall confirm compliance with third-party audits (SOC 2, ISO 27001, HIPAA, GDPR, etc.).

3.2.2 Security Controls

- **Demonstrate Security Practices:** The Service Provider shall show examples of IAM policies, encryption protocols, and vulnerability scans from previous projects.
- **Penetration Test Report:** The Service Provider shall share a penetration test report from the last 12 months for a comparable solution.

3.3 Cost & Operational Efficiency

3.3.1 Total Cost of Ownership (TCO) Analysis

- **Detailed Cost Breakdown:** The Service Provider shall provide a thorough cost breakdown of potential cloud solutions, including hidden costs like egress fees and support tiers.
- **On-Prem vs. Cloud TCO Comparison:** The Service Provider shall present a comparison of TCO between on-premise and cloud solutions for a past client, if applicable.

3.3.2 Operational Maturity

- **CI/CD Pipeline Examples:** The Service Provider shall show examples of CI/CD pipelines for Infrastructure-as-Code (IaC).
- **Incident Response Logs:** The Service Provider shall provide redacted incident response logs demonstrating resolution times for past outages.

3.4 Client & Project Validation

3.4.1 Reference Checks

- **Client References:** The Service Provider shall supply at least three client references with similar deployments, including contact details for verification.

Service Level Agreement

- **Quantifiable Outcomes:** The Service Provider shall share completed projects with measurable outcomes (e.g., cost reductions, scalability improvements).

3.4.2 Proof of Implementation

- **Managed Dashboards:** The Service Provider shall provide screenshots or videos of managed dashboards (e.g., Azure Cost Management, AWS Trusted Advisor).
- **Executed SOWs/Work Orders:** The Service Provider shall submit redacted executed SOWs or work orders to confirm hands-on experience.

3.5 Innovation & Future-Readiness**3.5.1 Emerging Tech Proof**

- **Use of Emerging Technologies:** The Service Provider shall demonstrate the application of AI/ML, serverless, or edge computing in past projects.
- **Alignment with On-Premise Solutions:** The Service Provider shall indicate solutions that align with on-premise offerings (e.g., Azure Arc, AWS Outposts, Huawei Cloud Stack).

3.1 Services

- 3.1.1 The Cloud provider agrees to provide the following services to SENTECH as detailed in available services (SOW): [Services to be identified, e.g., Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), specific cloud services like compute, storage, database, etc.]. The SOW forms an integral part of this SLA.

3.2 Service Level Objectives (SLOs)

Provider guarantees the following service level objectives for the services listed in the section below

- 3.2.1 **Uptime/Availability:** The provider guarantees a minimum uptime of [Percentage]% for the services provided. This excludes scheduled maintenance, which will be communicated to the Customer at least 7 days in advance. Unscheduled downtime will be addressed according to the procedures outlined in Section 6.
- 3.2.2 **Performance:** [performance metrics, e.g., average response time, data transfer speeds, etc.] The target for these metrics is [Specify target values]. Performance outside of these targets will be addressed according to the procedures outlined in Change Management.
- 3.2.3 **Data Security:** The provider will maintain appropriate security measures to protect Customer Data as outlined in the attached Security Addendum.
- 3.2.4 **Support:** The provider will provide support that is outlined in a Support Addendum. This includes [Cloud provider to specify support channels, response times, etc.].

3.3 Service Credits

- 3.3.1 If the Provider fails to meet the SLOs specified in the above Section, the Customer (SENTECH) will be eligible for service credits calculated as follows:
- 3.3.2 **Uptime/Availability:** For each percentage point below the guaranteed uptime, the Customer will receive a credit of [Percentage]% of the monthly service fee for the affected services. The maximum credit for any given month will not exceed [Percentage]% of the monthly service fee.
- 3.3.3 **Performance:** Service credits for performance issues will be determined on a case-by-case basis, considering the severity and duration of the performance degradation. The maximum credit for any given month will not exceed [Percentage]% of the monthly service fee.

Service Level Agreement

3.3.4 Service credits will be applied to the next invoice following the period in which the service level failures occurred.

4. EXCLUSIONS

The following are excluded from the service level guarantees:

4.1 Service interruptions caused by Customer's actions or negligence.

4.2 Service interruptions caused by force majeure events (e.g., natural disasters, acts of war).

4.3 Service interruptions caused by third-party services outside of the provider's direct control.

5. MONITORING AND REPORTING

The provider will monitor the services and provide SENTECH with regular reports on service performance. These reports will include usage, services, etc.

6. INCIDENT MANAGEMENT

In the event of a service interruption or performance degradation, the cloud provider will follow the incident management process outlined in the attached Incident Management Addendum.

7. TERM AND TERMINATION

This SLA shall commence on [Start Date] and continue for a period of [Number] [Months/Years], unless terminated earlier by either party with [Number] day's written notice.

8. GOVERNING LAW

This SLA shall be governed by and construed in accordance with the laws of South Africa.

9. ENTIRE AGREEMENT

This SLA, together with the applicable SOW, Security Addendum, Support Addendum, and Incident Management Addendum, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed on behalf of CUSTOMER:

Name

Position

Company

Signed on behalf of SENTECH:

Service Level Agreement

_____	Date	_____
_____	Place of	
_____	Signature	_____
	Signature	_____
	As	
	Witness:	
_____	1. Name	_____
_____	Signature	_____
_____	2. Name	_____
_____	Signature	_____

10. VALIDITY

This SLA remains valid until superseded by a revised agreement mutually endorsed by the signatories below. The agreement will be reviewed annually or when circumstances dictate. This SLA is subject to the terms and conditions in the Commercial Engagement Agreement.

ANNEXURE A: FAULT MANAGEMENT AND ESCALATION MATRICES