

# SERVICE LEVEL AGREEMENT

## **BETWEEN**

## KENYA REVENUE AUTHORITY

## **AND**

# **SAFARICOM PLC**

## **FOR**

PROVISION OF FIXED DATA VIA
GPRS/2G/3G/4G SERVICE, MICROWAVE
SERVICE and E1 VIA FIBRE OR MICROWAVE
SERVICE.

This Service Level Agreement (SLA) is made on the \_\_\_\_\_ day of \_\_\_\_\_\_ 2024

#### **BETWEEN**

**KENYA REVENUE AUTHORITY (KRA),** a State Corporation in the republic of Kenya duly incorporated under the Kenya Revenue Authority Act (Cap. 469 of the Laws of Kenya) and whose registered office is situated at Times Tower, Haile Selassie Avenue, of P.O. Box 48240-00100 Nairobi (hereinafter referred to as "**KRA**" or "**Client**" which expression shall where the context so admits include its successors and assigns) of the one part;

#### **AND**

**SAFARICOM PLC**, a company incorporated in Kenya and having its registered office at Safaricom House, Waiyaki Way, Westlands, Nairobi and having the following postal address: P.O. Box 66827-00800, Nairobi, Kenya (herein referred to as the "**Service Provider**" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

## 1. Purpose

The purpose of this document is to define and measure the services provided by **SAFARICOM PLC** to **KENYA REVENUE AUTHORITY** for the duration of the Contract/ framework agreement for the provision of Network Connectivity services.

#### 2. Scope of Service

The scope of service shall be as detailed in the Contract document/ framework agreement. The Service Provider shall provide a single link to the following sites in Table 1 to Kenya Revenue Authority.

Table 1: Scope of services per site

No.	KRA SITES	SERVICE	NUMBER/ID	CAPACITY	MONTHLY CHARGE EXCL.TAX	BILLING- QUATERLY EXCL.TAX
1	KENYA REVENUE AUTHORITY-KITUI CERAGON	MPLS	95045429	10MBPS	43,500.00	130,500.00
2	KENYA REVENUE AUTHORITY BUNGOMA MICROWAVE	MPLS	95054463	25MBPS	27,500.00	82,500.00
3	KENYA REVENUE AUTHORITY GARISSA LOOP MICROWAVE	MPLS	95054469	20MBPS	78,000.00	234,000.00
4	KENYA REVENUE AUTHORITY KRATI MOMBASA WIMAX	MPLS	95001628	10MBPS	60,006.03	180,018.09
5	KENYA REVENUE AUTHORITY-SIO PORT	MPLS	95044901	5MBPS	29,304.31	87,912.93
6	KENYA REVENUE AUTHORITY MALABA-WIMAX	MPLS	95096536	12MBPS	69,997.41	209,992.23
7	KENYA REVENUE AUTHORITY NYERI CERAGON	MPLS	95054482	6MBPS	21,366.38	64,099.14
8	KENYA REVENUE AUTHORITY- KISUMU-LOOP-MICROWAVE	MPLS	95034612	10MBPS	44,990.52	134,971.56
9	KENYA REVENUE AUTHORITY - TIMES TOWER BACKHAUL	MPLS	95009016	200MBPS	110,000.00	330,000.00
10	KENYA REVENUE AUTHORITY- MANDERA	MPLS	95004139	10MBPS	44,990.52	134,971.56

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11	KENYA REVENUE AUTHORITY ELDORET KIPTAGICH MPLS FIBER	MPLS	95054464	60MBPS	51,721.55	155,164.65
12	KENYA REVENUE AUTHORITY MACHAKOS LOOP FIBER	MPLS	95054476	6MBPS	21,366.38	64,099.14
13	KENYA REVENUE AUTHORITY- KIAMBU	MPLS	95054474	10MBPS	25,432.76	76,298.28
14	KENYA REVENUE AUTHORITY NAKURU KPC MICROWAVE	MPLS	95054480	5MBPS	20,357.76	61,073.28
15	KENYA REVENUE AUTHORITY-	MPLS	95044900	20MBPS	64,660.34	193,981.02
16	MARALAL KENYA REVENUE AUTHORITY	MPLS	95096537	30MBPS	50,000.00	150,000.00
17	THIKA-WIMAX KENYA REVENUE AUTHORITY	MPLS	95054468	30MBPS	29,997.41	89,992.23
18	FORTIS-WESTLANDS LOOP FIBER KENYA REVENUE AUTHORITY-CITY	MPLS	95054485	10MBPS	25,439.66	76,318.98
19	SQUARE PPO KENYA SCHOOL OF REVENUE -FIBER	INTERNET	95021939	10MBPS	15,300.00	45,900.00
20	KENYA REVENUE AUTHORITY VOI CERAGON	MPLS	95054486	5MBPS	20,000.00	60,000.00
21	KENYA REVENUE AUTHORITY	MPLS	95054481	5MBPS	20,352.59	61,057.77
22	NANYUKI LOOP FIBER KENYA REVENUE AUTHORITY KISII	MPLS	95054475	30MBPS	30,062.07	90,186.21
23	LOOP CERAGON KENYA REVENUE AUTHORITY	MPLS	95096873	12MBPS	69,997.41	209,992.23
24	LUNGA LUNGA WIMAX KENYA REVENUE AUTHORITY	MPLS	95096132	10MBPS		
	SHIMONI- WIMAX KENYA REVENUE AUTHORITY				44,990.52	134,971.56
25	NAIVASHA LOOP FIBER KENYA REVENUE AUTHORITY	MPLS	95054478	5MBPS	20,352.59	61,057.77
26	FORODHA JKIA LOOP FIBER KENYA REVENUE AUTHORITY ISIOLO	MPLS	95054467	10MBPS	25,439.66	76,318.98
27	LOOP MICROWAVE  KENYA REVENUE AUTHORITY -	MPLS	95054470	20MBPS	78,000.00	234,000.00
28	KILINDINI 20 MBPS MPLS	MPLS	95065396	20MBPS	72,414.00	217,242.00
29	KENYA REVENUE AUTHORITY MBITA CERAGON	MPLS	95060864	5MBPS	19,997.41	59,992.23
30	KENYA REVENUE AUTHORITY- KOPANGA	MPLS	95044902	5MBPS	29,304.31	87,912.93
31	KENYA REVENUE AUTHORITY- NAROK-LOOP-CERAGON	MPLS	95059102	20MBPS	70,000.00	210,000.00
32	KENYA REVENUE AUTHORITY- NAIVASHA ICD-MICROWAVE MPLS	MPLS	95062310	10MBPS	50,000.86	150,002.58
33	KENYA REVENUE AUTHORITY CUSTOMS OFFICE- NAIROBI- NAMANGA WIMAX	MPLS	95096687	12MBPS	69,997.41	209,992.23
34	KENYA REVENUE AUTHORITY JKIA ACHIL SHED LOOP FIBER	MPLS	95054471	5MBPS	20,352.59	61,057.77
35	KENYA REVENUE AUTHORITY CUSTOMS OFFICE MALINDI-WIMAX	MPLS	95001135	10MBPS	60,006.03	180,018.09
36	KENYA REVENUE AUTHORITY LOITOKTOK BORDER WIMAX	MPLS	95001574	10MBPS	60,006.03	180,018.09
37	KENYA REVENUE AUTHORITY MURANGA - 15 MBPS MPLS	MPLS	95061438	15MBPS	18,504.31	55,512.93
38	KENYA REVENUE AUTHORITY ISEBANIA-WIMAX	MPLS	95096716	20MBPS	70,000.00	210,000.00
l Š			0.500550	12MBPS	69,997.41	209,992.23
39	KENYA REVENUE AUTHORITY- TAVETA CERAGON	MPLS	95035538	121/101 5	0 3, 3 3 / 1-4 1	-0 ), ) ) -1 - 0
	KENYA REVENUE AUTHORITY- TAVETA CERAGON KENYA REVENUE AUTHORITY ELDORET KPC LOOP MICROWAVE	MPLS MPLS	95035538	5MBPS	20,357.76	61,073.28



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42	KENYA REVENUE AUTHORITY- MOYALE	MPLS	95004140	20MBPS	64,655.17	193,965.51
43	KENYA REVENUE AUTHORITY-KILIFI MICROWAVE	MPLS	95035537	10MBPS	60,006.03	180,018.09
44	KENYA REVENUE AUTHORITY JKIA SWISSPORT	MPLS	95054472	5MBPS	20,352.59	61,057.77
45	KENYA REVENUE AUTHORITY KAKAMEGA LOOP CERAGON	MPLS	95054473	25MBPS	27,500.00	82,500.00
46	KENYA REVENUE AUTHORITY USENGE 10 MBPS MPLS	MPLS	95065397	10MBPS	43,500.00	130,500.00
47	KENYA REVENUE AUTHORITY NAKURU GENERATION LOOP FIBER	MPLS	95054479	35MBPS	35,862.07	107,586.21
48	KENYA REVENUE AUTHORITY MOI AIRPORT MSA LOOP MICROWAVE	MPLS	95054466	10MBPS	25,432.76	76,298.28
49	KENYA REVENUE AUTHORITY 25TH FLOOR 2575	INTERNET	95006963	15MBPS	11,274.36	33,823.08
50	KENYA REVENUE AUTHORITY MERU LOOP CERAGON	MPLS	95054477	6MBPS	21,366.38	64,099.14
51	KENYA REVENUE AUTHORITY- LWAKHAKHA	MPLS	95044903	5MBPS	22,500.00	67,500.00
52	KENYA REVENUE AUTHORITY PODO PARK-KESRA LOOP FIBER	MPLS	95054484	30MBPS	30,040.52	90,121.56
53	KENYA REVENUE AUTHORITY-HQ- INTERNET	INTERNET	95034216	180MBPS	185,287.11	555,861.33
54	KENYA REVENUE AUTHORITY - KAJIADO-LOOP-FIBER	MPLS	95059101	4MBPS	16,998.28	50,994.84
55	KENYA REVENUE AUTHORITY- KERICHO FIBER	MPLS	95022778	10MBPS	60,006.03	180,018.09
56	KENYA REVENUE AUTHORITY WIMAX-WAJIR TOWN	MPLS	95004141	20MBPS	64,655.17	193,965.51
57	KENYA REVENUE AUTHORITY- DR BACKHAUL FIBRE	MPLS	95038953	80MBPS	93,504.31	280,512.93
58	KENYA REVENUE AUTHORITY BUSIA- WIMAX	MPLS	95096538	20MBPS	82,200.00	246,600.00
59	KENYA REVENUE AUTHORITY - SIAYA	MPLS	95018756	10MBPS	38,000.00	114,000.00
50	KENYA REVENUE AUTHORITY - MIGORI	MPLS	NEW LINK	20MBPS	35,000.00	105,000.00
51	KENYA REVENUE AUTHORITY - LAMU	MPLS	NEW LINK	20MBPS	42,840.00	128,520.00
	KENYA REVENUE AUTHORITY -ATHI	MPLS	NEW LINK	20MBPS	42,840.00	128,520.00
63	RIVER EPZ  KENYA REVENUE AUTHORITY -SIP REDUNDANCY CBC	MPLS	NEW LINK	5MBPS	15,000.00	45,000.00
			Total An	nount (KES)	2,824,159.13	8,472,477.3

## 3. Obligations of the Client

During the SLA lifecycle, **the Client** shall undertake the following obligations:

- 3.1 Monitor the links and report any observed incident through the service provider's portal, mail or through a call
- 3.2 Provide physical access to the service provider as may be requested
- 3.3 Provide secure space and cooling for installed equipment
- 3.4 Provide a single point of contact for incident reporting and resolution (request fulfilment).
- 3.5 Monitor SLA compliance.



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## 4. Obligations of the Service Provider

During the SLA lifecycle, **the Service Provider** shall undertake the following obligations:

- 4.1 Ensure that links are up 24 hours, 7 days per week
- 4.2 Ensure that the services are rendered in accordance to the SLA commitments
- 4.3 Undertake all associated maintenance required for the operation of the Service upon appropriate notification to Customer
- 4.4 Provide requisite reports on service level performance

## 5. Billing

- 5.1 Billing will commence upon successful commissioning and activation of the service signified by the receipt of a duly signed Service Connectivity Completion Form ("SCCF"). In the absence of or in the event of delay in delivery of the SCCF to Service provider, billing will be initiated on the activation day after notification of KRA that the link is active for billing.
- 5.2 The Service Provider upon calculation of service credits will make billing upfront on quarterly basis where applicable.
- 5.3 Payment to be made to the Service Provider upfront on a quarterly basis.
- 5.4 The Service Provider **SHALL NOT** effect any disconnections of the KRA service before escalation of such actions to the Chief Manager IT Infrastructure, Manager service level Management and business perspective and **FINAL CONSENT** obtained from Deputy Commissioner, ICT.

## 6. Service Availability, Reports and Service Credits

- 6.1 The Service provider guarantees the client 99.0% service availability per link.
- 6.2 The methodology for measuring Service Availability (SA) is as follows:  $SA\% = \underline{Total\ available\ Time\ (TAT)} \underline{Total\ Unavailable\ Time\ (TUT)} \times 100$

#### Total available Time (TAT)

- 6.3 Performance reports shall be obtained from the incidents and problem management tools at the Client's premises.
- 6.4 The Service Provider Support Team shall thoroughly investigate the causes of failure and generate a monthly Service Availability Report ("SAR"). The SAR will be presented to KRA for review and discussions to take place with all interested parties with the aim of improving the level of Service Availability to KRA.
- 6.5 The Service Provider shall provide quarterly and ad hoc reports to the Client detailing activity in the last quarter period, incidents reported and SLAs compliance level for each service, number of problems outstanding beyond target in each Priority, upgrades/improvements planned and proposed changes to maintenance schedules.
- 6.6 All scheduled maintenance periods will be communicated to the Client in a timely manner to allow prepare for possible disruption or changes. Planned outages are generally scheduled and performed on Sundays or at night. Work scheduled outside of this window should have explicit sign-off and advance warning to the Client.
- 6.7 Service Credits shall be calculated and allocated annually and credited on the next quarterly invoice. The Service Credits shall appear as a credit on the invoice and shall be off-set against Charges. Where no future invoice is due, payment will be made separately to the Client within 30 days of calculation of the Service Credit.



Overall, service availability and associated service credits are indicated in Table 2 below

### **Table 2: Service Availability Levels**

Performance	Measurement	Measurement	Service Credits  QSC = Quarterly Service Charge
Measurement	Target	Period	
Service Availability	99.0%	Per Service line, calculated for previous Quarterly Billing cycle	95% to 99.0%= 25% of SC;

- 6.8 In no event shall any Interruption Credit be given in respect of any Service Outage or Performance Degradation:
  - 6.8.1 Where the Customer has overloaded beyond 98% of the allocated bandwidth for the Service or that is caused by:
  - 6.8.2 Any Service Outage or Performance Degradation which is not reported to the Service Provider in accordance to the procedures defined in this SLA
  - 6.8.3 Where the services (KRA connected devices & services) connected to the dark fibre service ports are offline due to scheduled equipment maintenance, equipment failure or offline due to any reason other than dark fibre equipment or link failure.
  - 6.8.4 The failure or non-performance of Customer Equipment or other equipment or facilities of the Customer, including but not limited to the Service Location(s).
  - 6.8.5 Any act or omission of the Customer, its employees, agents or contractors;
  - 6.8.6 Any reasonable period during which the Service Provider interrupts a Service in order to perform scheduled or emergency testing, maintenance and adjustments in accordance with the terms of the Agreement; or
  - 6.8.7 Any cause outside the Service Provider's reasonable control, or any circumstances other than those set out in this SLA.

## 7. Fault Reporting, Response and Closure

- 7.1 The client will monitor the service for event disruptions that will affect quality service delivery.
- 7.2 All events will trigger a "Trouble Ticket" to log all service related events to service desk.
- 7.3 All Faults, whether identified by Service provider or reported by KRA, shall be recorded by Service provider on a Fault logging system and be allocated a unique Fault number. This Fault number shall be provided to the KRA when the Fault is reported and shall then be used as a common reference for all subsequent Fault resolution activity.
- 7.4 Fault logs will include, amongst others, the following details: Reference number, time reported, reported by whom, equipment/ service affected, symptoms, action taken, time restored, root cause of the problem and comments.
- 7.5 The service provider's Customer Service and Incidents Management will be available to the Client on a twenty-four hours a day, seven days a week three hundred and sixty-five days a year (24/7/365) basis.
- 7.6 Where KRA has logged a fault, Service provider shall respond within the times set out in Table 3 below confirming allocation of resource to investigate the fault and actions to be taken including timescales where possible.



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7.7 The service provider shall: in respect of all faults where it is necessary to undertake repair or rectification work at KRA Site, notify KRA as soon as Service provider' engineering personnel arrive at Site; and notify KRA immediately if Service provider considers that it will not be possible to repair or rectify the fault within the timescales set out in *Table 3* 

**Table 3: Priority Levels** 

Priority	Description	Reporting Requirement	Response Time	Resolution Time
PRIORITY 1 (Critical Impact)	Primary backbone route down or service down; Client Network down; IS security issue	Full root cause analysis shall be performed to provide a Schedule for Service Degradation and Improvement	Within 5 minutes	Within 30 minutes
PRIORITY 2 (High Impact)	Service impaired or backbone secondary route down; Client Network Impaired	Full root cause analysis shall be performed to provide a Schedule for Service Degradation and Improvement.	Within 5 minutes	Within 2 hours
PRIORITY 3 (Moderate Impact)	All other faults	Full root cause analysis performed as referred to with service Degradation and Improvement schedule	Within 30 minutes	Within 4 hours
PRIORITY 4 (Minimal Impact)	Request for information and/ or investigation in respect to the Access Network	Root cause analysis performed on the affected component/ Report provided as requested	Within 2 hours	Within 24 hours
PRIORITY 5 (Scheduled Process)	Work can continue but there upgrades scheduled replacements/ relocations/ new installations/equipm ent repair	Root cause analysis performed on the affected component/ Report provided as requested	Within 1 Day	Within 48 Hrs

- 7.8 KRA may at any stage after a fault has been logged initiate the Fault escalation process. Escalation contacts will be as indicated in **Table 4**.
- 7.9 Fault reports shall only be closed with the agreement of KRA. Although closed for the purposes of this Agreement, a Fault may be kept open by KRA in order to progress other activities not related to the Fault Repair Time. The exact Fault duration and cause shall be discussed openly and frankly between the Parties at the time of closure. Failure to meet the Fault Repair Time set out in **Table 3** shall result in the payment of Service Credits in accordance with **Table 2**.
- 7.10 For the purposes of change or modification of services, the persons authorized to provide or receive notices of Service Outage or Performance Degradation and related responses and documentation are listed in **Table 5** (Client's Escalation contacts).

### 8. Service Review Meetings

Service Review Meetings may be called at the request of either party. Periodic review meetings will take place bi-annually. Either party may call for Emergency Service Review Meetings upon a minimum of 3 days' notice. At periodic service review meetings, the agenda may include SLAs performance reviews, Changes and Improvements, Costs and Charging, Administrative and Planning issues.



## 9. Information Systems Security

The parties agree to work together to ensure that security requirements are fully implemented. The implementation should adhere to the provisions of the Authority's Information Security policies, procedures, standards and guidelines. The Contractor shall fill out and sign the Vendor Security Compliance Checklist.

## 10. Confidentiality

- 10.1 The service provider, its employees, agents and or independent Contractors acknowledge that in dealing with the Authority pursuant to this agreement, it may come across information, which is confidential and proprietary to the Client, disclosure or use of which might result in damages or loss to the Client business or affairs of the Client. It is therefore agreed that the service provider shall keep all such information confidential and will not disclose the same without the Client's prior written consent. For the avoidance of doubt, it is agreed that the provisions of this clause shall survive the termination of this Agreement
- 10.2The service provider shall sign the prescribed non-disclosure agreement (NDA) attached to this agreement, **Annex I**, and upon which they shall be issued with access control pass whenever necessary during the subsistence of this Agreement
- 10.3 The service provider will ensure all its employees, agents and contractors are well informed of the NDA and terms thereof, and provide communication to the client of any employee changes. The NDA remains in effect even after the existence of this contract.

### 11. Suspension of Services

KENYA REVENUE AUTHORITY reserves the right to suspend the services covered in this SLA, by issuing, in writing, one (1) month notice to the service provider, if in its own opinion KRA feels that the performance of the services rendered is inadequate.

### 12. Dispute Resolution and Arbitration

Any dispute or difference arising between the parties as to the meaning or construction of this Agreement shall be referred to arbitration. In that event, each party will appoint two representatives and the representatives will agree on one Arbitrator. In all other respects the proceedings shall be regulated by the provisions of the Arbitration Act and any statutory modification or re-enactment thereof. The decisions of the arbitrator shall be final and binding on all the parties.

#### 13. Duration

The SLA shall be in force from \_\_\_\_\_\_ to \_\_\_\_\_ in line with the contract/ framework agreement. Either party shall have the right to terminate or suspend its obligations under the SLA if the other party defaults in the performance of any obligation under the contract/ framework agreement. Any amendment to this agreement will require approval of both parties and will take place through an addendum to this agreement which will be recorded as an Appendix to this agreement.

#### 14. Governing Law

The SLA shall be governed by and construed in accordance with the laws of Kenya.



## 15. Service Provider Contacts and Escalation Matrix

## **Table 4: Service Provider Contacts and Escalation Matrix**

Calls for service should be made to the provided contacts. Where necessary the escalation should be made as per the matrix below.

<b>Escalation Level</b>	Function:	Timelines:	Contact:
1 <sup>st</sup> Level	Platinum Engineer	Immediate	Names: Joel Kipsang Too Phone: 0721664169 Email: jktoo@safaricom.co.ke
2 <sup>nd</sup> Level	Relationship Manager	1 hr	Names: Mkala Kauli Phone: 0722781493 Email: mkauli@safaricom.co.ke
3 <sup>rd</sup> Level	Senior Manager - Enterprise Services Support.	12 Hrs	Names: Fredrick Chacha Meni Phone: 0721530953 Email: fchacha@safaricom.co.ke

## **Table 5: Client Contacts and Escalation Matrix**

<b>Escalation Level</b>	Function	Contact
KRA Contact 1	ICT Service Desk	Email: servicedesk@kra.go.ke Phone: 020 2816100/ 0709 012 000
KRA Contact 2	KRA Business User	Name: Wahiire Kanake Email: wahiire.kanake@kra.go.ke Office: +254 709 111 850 Mobile: +254 722 877 099
KRA Contact 3	Head, ICT Service Management	Name: Edwin Oyucho Email: Edwin.oyucho@kra.go.ke Office: +254 709 013 204 Mobile: +254 722 629 324
KRA Contact 4	Head, ICT IT Infrastructure	Name: Kevin Kiptoo Email: k.kiptoo@kra.go.ke Office: +254 709 017 036 Mobile: +254 728 438 852
KRA Contact 5	Deputy Commissioner, ICT	Name: Deputy Commissioner - ICT Email: dcict@kra.go.ke Office: +254 709 017 080 / +254 709 017 124



## **Signatures:**

**IN WITNESS WHEREOF** the authorized representatives of the parties have set their hands here on the day herein before mentioned.

KRA	The Service Provider
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Witness	Witness
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date: