



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**MKEL NETWORKS LIMITED AND**

**[CUSTOMER]**

**Confidentiality**

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This **SERVICE LEVEL AGREEMENT** (the “**SLA**”) is made this **[DATE]**

BETWEEN:

**MKEL NETWORKS LIMITED.** a private company limited by shares, duly registered under the Laws of the Federal Republic of Nigeria with RC No 1455240 and having its principal place of business at No. 4A, Kokoma Close, Off Buchanan Crescent, Wuse II, Abuja-FCT, Nigeria (hereinafter referred to as the “**VAS Provider**”, which expression shall where the context so admits include its successors-in-title and assigns) of the First Part

**AND**

**[CUSTOMER]** is a Limited liability company limited by shares, duly registered under the Laws of the Federal Republic of Nigeria with RC No \_\_\_\_\_ and having its principal place of business at **[CUSTOMERS ADDRESS]** (hereinafter referred to as “**[CUSTOMER]**” or “**Client**”, which expression shall where the context so admits include its successors-in-title and assigns) of the Second Part

VAS Provider and **[CUSTOMERS]** shall be jointly called “Parties” and individually called “Party”.

**WHEREAS:**

- a. The VAS Provider is a value-added service provider in the telecommunications industry, licensed by the Nigerian Commission to provide value-added services using short code numbers and through other approved bearers.
- b. **[CUSTOMERS]** is a value-added content provider, offering a variety of content for telecommunication service end users by harnessing technology.
- c. The VAS Provider is interested in offering Bulk SMS services and USSD aggregation services to **[CUSTOMERS]** as an avenue for **[CUSTOMERS]** to reach the consumers of its service.
- d. The Parties have agreed to go into this SLA contract, and that the terms herein agreed be binding on them.

**NOW THIS SLA WITNESSES AS FOLLOWS:****1. DEFINITIONS**

In this SLA, including the recitals and schedules, below are some terminologies and their meanings unless the context otherwise admits or requires:

**Administrator:** Is a user that can make configuration changes on a system

**Agreement:** This SLA

**API:** Application Programming Interface

**Bearers:** NCC-approved communication channels for transporting the value-added services

**Business Day:** Means, in relation to any notice, between the hours of 8:30 AM to 17:00 PM during working days in Nigeria, not including any public or statutory holidays

**Calls:** A complete circle of commands sent by a user of the client's services and the feedback sent back to the said user by the client or its system.

**Client's Requirement Form:** The form on which the client states the required services

**Confidential Information:** Means any information and data, however conveyed or presented and whether technical or commercial, disclosed by one Party to the other Party or obtained or received by a Party as a result of entering into this contract

**Connectivity:** refers to the link through which the client services are made accessible

**Disclosing Party:** A Party to this SLA disclosing confidential information

**Dispute Notice:** This is a written notice from one party to the other, stating areas of disagreement with the other party

**Effective Date:** means the date the last Party executes the SLA

**End User:** Persons who use the services for business operations

**MNO:** Mobile Network Operator

**MOU:** Memorandum of Understanding

**NCC:** Nigerian Communications Commission

**No.:** Number



**Parties:** MKEL Networks Limited and [CUSTOMERS] Network Services Limited

**Personnel:** Means employees, agents, consultants, contractors, and subcontractors of the party

**Purchase Order:** This is a detailed request of bulk SMS, or other products sent to MKEL by the client

**RC:** Registered Company

**Services:** Refers to any of the products offered by MKEL to [CUSTOMERS] which may include, but not limited to USSD, bulk SMS, etc.

**Service Order:** This is a detailed request for USSD, SMS, or other services required by [CUSTOMERS]

**Service Suspension:** This is temporary stoppage of all access to services

**Service Termination:** This is permanent discontinuation of a client's service

**SLA:** Means Service Level Agreement

**SMS:** Short Message Service

**USSD:** Unstructured Supplementary Service Data

**VAS:** Value Added Service(s)

**Written Notice:** This means a communication between parties physically or electronically

## **1.1. Interpretation**

In this Agreement, except where a different interpretation is necessary in the context:

1.1.1. A reference to a clause, party, or schedule is a reference to that clause or party to this Agreement;

1.1.2. The headings to clauses are for convenience only and shall not affect the construction or the interpretation of this Agreement;

1.1.3. Use of the singular includes the plural and vice versa;

1.1.4. Use of any gender refers to the male and female;

1.1.5. Reference to words like "person" or "it" includes any natural person, firm, partnership, company, corporation, association, organisation, voluntary association, joint venture, trust, unincorporated organisation, authority, government, state, foundation and trust or any other entity whether acting in an individual, fiduciary or other capacity (in each case whether or not having separate legal personality);

1.1.6. A reference to a document or this Agreement includes an amendment or supplement to, or replacement or novation of, that document or this Agreement but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;

1.1.7. References to "include", "including" or "includes" and the like in this Agreement shall be construed, in each case, as if followed by the words "but without limitation";

1.1.8. The words "this Agreement", "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and

1.1.9. Where any person is required by the terms of this Agreement to consent to any matter, that requirement shall be construed as a requirement for such person to indicate its consent in writing with respect to the relevant matter and any agreement, consent, approval, authorisation, notice, communication or information required under or pursuant to this Agreement from or by any Party to the others shall be valid and effectual only if it is in writing and not otherwise.

## **2. THE OBLIGATIONS OF THE PARTIES**

### **2.1. [CUSTOMERS] shall:**

- a. Permit MKEL to route traffic to and from the end users on the client's behalf.
- b. Integrate with MKEL's APIs for SMS and USSD services.
- c. Make a prepayment to MKEL for the number of bulk SMS ordered, per the schedule of fees stated in Schedule 1 below.
- d. Pay operational costs for USSD services when requested by the MNOs and relevant fee set by the NCC and or CBN for the USSD service to be charged to the customers of the client per transaction.
- e. Be responsible for the installation and configuration of their systems.

### **2.2. MKEL shall:**

- a. Transit the traffic to and from the client's short code (if any), on behalf of the client through NCC approved bearers.
- b. Transit promotional and transactional SMS from the client to the client's customers.
- c. Serve as an interface between the client, the client's customers, and the MNOs.
- d. Provide a 24-hour first level support to the Client and issues shall be escalated as in the escalation matrix highlighted in Schedule 2.
- e. Make available analytic reports for SMS and USSD passed through its channel.



- f. MKEL shall communicate adjusted rates for SMS to the Client when there are changes from the MNOs.
- g. Make a refund to the client for unexhausted sms paid for where SLA is terminated. This is not to preclude any other rights or obligations due to the client.

### **3. WARRANTIES**

Each Party represents and warrants to the other that it has the legal capacity and requisite licence from regulatory authorities to provide the services agreed in this SLA, and to perform and deliver any obligation hereunder or subsequent and that the execution and delivery of this SLA will not result in the breach of any law, agreement (written or otherwise) or instrument by which such Party may later be bound.

### **4. SERVICE DISRUPTION**

**4.1.** A disruption in service would be the case if MKEL's channel will be unavailable (temporarily or otherwise) for reasons outside of the Service Level Agreement exceptions as listed below:

- a. Shut down due to the termination of this contract.
- b. Outage as a result of client's request.
- c. Pre-announced disruption to allow for maintenance (in which case, a minimum of one week notice is to be given to **[CUSTOMERS]**, and back up procedures will be activated by MKEL).
- d. Outages caused directly or indirectly by the client
- e. Force majeure or, an order if the court, or an order by authorised government agencies.

### **5. SCHEDULED MAINTENANCE**

MKEL will notify the Client about scheduled and unscheduled maintenance using various communication channels such as emails, phone calls etc. Alerts and outages site of service availability and service delivery issues will be communicated. Services may not be available during the maintenance periods. Provided that MKEL shall activate its back up option. (Minor disruption may occur while transitioning).

### **6. SUPPORT**

All requests for technical support to MKEL shall be logged using the escalation matrix in Appendix 2

## **6.1. Client Escalations**

- a. Client shall follow the documented incident management process and escalation procedures (escalation matrix in schedule 2) for the resolution of incidents.
- b. If the Service Availability Level is less than the Service Availability Target and the Client feels dissatisfied with the efforts of personnel assigned by MKEL in respect of responding to such incidents, then the Client can request that another Personnel be allocated by MKEL to assume responsibility as covered in the escalation matrix in schedule 2.

## **7. CONFIDENTIALITY AND NON-DISCLOSURE**

**7.1.** During the term of this SLA and thereafter each Party shall make all reasonable and diligent efforts to keep confidential and not disclose to any third party or use for the benefit of any party the disclosing party's proprietary materials. Each Party shall protect the confidential information disclosed pursuant to the provisions of this agreement using the same standard of care that the receiving party applies to safeguard its own proprietary, secret or confidential information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

**7.2.** Notwithstanding anything to the contrary contained in this SLA each Party agrees that the confidential information may be disclosed by the other Party to their professional advisors on a need-to-know basis, provided that such Party takes such steps as may be necessary to procure that such professional advisors agree to abide by the terms of this SLA that prohibit the unauthorised disclosure of the confidential information to third parties.

**7.3.** The obligation of confidentiality under this paragraph shall not apply to confidential information:

- a. Which is already known to either Party or which is now or hereafter available to the public and in the public domain through no breach of this Agreement by the Receiving party.
- b. Which is required to be disclosed by law or regulation in accordance with which the Receiving Party is required to act.
- c. Which the Receiving Party is or may be required to disclose by any court of competent jurisdiction, any government regulatory or supervisory agency or institution or authority lawfully requesting the same or by the regulations of any recognized banking or taxation authority. Provided the receiving Party notifies the Disclosing Party, in writing, 48 hours prior to such disclosure or within such other period as the Receiving Party deems in its reasonable opinion to be appropriate having regard to the circumstances at the relevant time.

## **8. DISPUTE RESOLUTION**

This Agreement shall be governed and construed in accordance with the Laws of the Federation of Nigeria.

8.1. The Parties shall act in good faith and use commercially reasonable efforts and negotiation to promptly resolve amicably any claim, controversy, or disagreement (each a "Dispute") between the Parties relating to this Agreement.

8.2. A Party claiming that a dispute has arisen under this Agreement, must give a Dispute Notice to the other Party, specifying the nature of the dispute.

8.3 A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

8.4 In the event that Parties fail to resolve amongst themselves any breach or default that may arise during the course of this Agreement within 14 days after their first meeting, such dispute shall be resolved through Arbitration conducted by a mutually chosen Arbitrator from the Abuja Multi-door Courthouse.

8.5 In case of disputes and differences arising between the parties or concerning this Agreement or its construction or effect or as to the rights, duties, and liabilities of the parties or each of them under and by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement, representatives of the parties shall within 7 working days of a written request from any of the parties, attempt in good faith to resolve the dispute without recourse to legal proceedings.

8.6 Notwithstanding anything contrary contained in this Agreement, neither Party shall be precluded from obtaining interim, injunctive, or similar relief from a court of competent jurisdiction.

## **9. AMENDMENTS**

The Parties hereby agree that no modification or amendment of this Agreement shall be effective unless set out in a document, specifying such modification or amendment, that is executed by all Parties hereto.

## **10. ASSIGNMENTS**

This SLA shall not be assigned by either Party without the prior written consent of the other party, such consent not to be unreasonably withheld.





## **11. RELATIONSHIP OF PARTIES**

Nothing in this SLA shall render either of the Parties hereto an agent of the other Party and at no time shall any Party hold itself out as being an employee, agent, or representative of the other Party.

## **12. TERMINATION**

Either Party may seek the termination of this SLA by giving notice of at least 30 days in writing without default, or an immediate termination where either of the Parties herein, makes a fundamental breach of the SLA, or where either party uses the SLA in pushing any content or doing anything considered illegal by the laws of the Federation of Nigeria.

## **13. COUNTERPARTS**

This SLA may be executed and delivered in any number of counterparts, each of which shall when executed be deemed to be an original, but which all together shall constitute one and the same instrument.

## **14. NOTICES**

Any notice or other written communication required or authorised to be given by a party under this Agreement shall be in writing and may be sent by email, facsimile, hand delivery or registered airmail or pre-paid air freight to the other party and marked for the attention of the person set out below or such address, number electronic mail address or person as that party may notify the other from time to time in accordance with this paragraph.

Delivery to Mkel Networks Limited:

Address: No. 4A, Kokoma Close, off Buchanan Close, Wuse II, Abuja, FCT

Contact Number: 09136000476

Email: [info@mkelnetworks.com](mailto:info@mkelnetworks.com)

Contact Person: Mahmoud K.I. Umar

Designation: COO

Delivery to **[CUSTOMERS]** Network Services Limited

Address:

Contact Number:

Email:

Contact Person:

Designation:



**IN WITNESS WHEREOF,**

the Parties have caused their respective seals to be affixed to this SLA

The common seal of **MKEL NETWORKS LIMITED** has been affixed in the presence of:

.....

DIRECTOR DIRECTOR/SECRETARY

The common seal of **[CUSTOMERS]** has been affixed in the presence of:

.....

AUTHORISED SIGNATORY AUTHORISED SIGNATORY

DATED THIS **[DATE]**



# **PLATFORM LEVEL AGREEMENT**

**BETWEEN**

**MKEL NETWORKS LIMITED AND**

**[CUSTOMER]**

## **Confidentiality**

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This Support Agreement (the "Agreement") is entered into between MKEL Networks Ltd (the "Service Provider") and [Customer Name] (the "Customer") on this [Date], ("Effective Date").

### Service Definitions

1.1 MKEL Services: The Service Provider shall provide Platform as a Service (PaaS) and/or Software as a Service (SaaS) solutions - the MKEL Platform - as specified in the attached Exhibit A, which includes a detailed description of the services, features, and functionalities provided.

1.2 Service Levels: The Service Provider shall ensure that the MKEL services meet the service levels as defined in Exhibit B. Any deviations from the agreed service levels shall be addressed as per the Incident Management process outlined in Section 3.

### Support Services

2.1 Support Availability: The Service Provider shall provide support services during business hours 10/7 for the MKEL services as outlined in Exhibit A.

2.2 Support Channels: The Service Provider shall establish and maintain support channels, including but not limited to telephone, email, and Slack/Skype, to receive and address support requests from the Customer.

2.3 Incident Resolution: The Service Provider shall use commercially reasonable efforts to resolve incidents in accordance with the service levels defined in Exhibit B.

2.4 Service Updates: The Service Provider shall provide regular updates to the Customer regarding service improvements, new features, and planned maintenance windows.

### Incident Management

3.1 Incident Reporting: The Customer shall promptly report any incidents or service disruptions to the Service Provider through the designated support channels.

3.2 Incident Classification: The Service Provider shall classify reported incidents based on severity levels as defined in Exhibit B, taking into consideration the impact on the Customer's business operations.

3.3 Incident Escalation: In the event of critical or unresolved incidents, the Service Provider shall escalate the issue to appropriate levels of management to ensure timely resolution.

3.4 Incident Communication: The Service Provider shall keep the Customer informed of the status, progress, and resolution of reported incidents in a timely manner.

3.5 Root Cause Analysis: The Service Provider shall conduct a root cause analysis for major incidents and provide the Customer with a detailed report outlining the causes, actions taken, and preventive measures implemented.



## **Term and Termination**

4.1 Term: This Agreement shall commence on the Effective Date and continue for an initial term of [number] years, unless terminated earlier as per the provisions of this Agreement.

4.2 Termination for Convenience: Either party may terminate this Agreement for convenience by providing [number] days' written notice to the other party.

4.3 Termination for Cause: Either party may terminate this Agreement in the event of a material breach by the other party, provided that the breaching party has been given [number] days' written notice to cure the breach.

4.4 Effect of Termination: Upon termination of this Agreement, the Customer's access to the PaaS/SaaS services and support shall be discontinued, and any outstanding fees shall become immediately due.

## **Confidentiality**

5.1 Confidential Information: Each party acknowledges that it may have access to certain confidential information of the other party during the course of this Agreement. The parties agree to maintain the confidentiality of such information and use it solely for the purposes of this Agreement.

5.2 Exceptions: The obligations of confidentiality shall not apply to information that is publicly available, already known to the receiving party, or independently developed by the receiving party without reference to the disclosing party's confidential information.

6.3 Survival: The confidentiality obligations under this Agreement shall survive the termination of this Agreement for a period of [number] years.

## **General Provisions**

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Nigeria.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral, relating thereto.

6.3 Amendments: Any amendments or modifications to this Agreement shall be made in writing and signed by authorised representatives of both parties.

6.4 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.



## MKEL NETWORKS LIMITED (PLATFORM LEVEL AGREEMENT)

6.5 Waiver: The failure of either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

7.6 Assignment: Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

IN WITNESS WHEREOF, the parties hereto have caused this Support Agreement to be executed by their duly authorised representatives as of the Effective Date.

### **MKEL Networks Ltd:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **[Customer Name]:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_