**Service Level Agreement**

**Between**

**Luminous Infoways Pvt. Ltd.**

**&**

**OMMCOM Pvt. Ltd.**

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Date: 04/04/2016

Approved By : Sarada Prasanna Behera

Approval Date : 04/04/2016

# Introduction

Service Level Agreements (SLA) is considered an important attachment or a separate document to projects. All clauses in the contract that encourages a performance and service level management schemes will have a reference in this Agreement.

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# introduction

## Purpose and Objectives

The purpose is to;

=> provide application level services

=> IP configuration, Server-up-time specific services

=> Data Storage, backup and on-demand submission services

## Parties to the Agreement

This agreement is made between Vodafone and Luminous Infoways, Under Bhubaneswar jurisiation.

## Commencement Date

The agreement is commence on 04th April 2016.

## Duration of the Agreement

**This Agreement shall commence on the Service Commencement Date and ends on the earlier of the May 2017**

# periodic review

This Agreement is valid from the Signature Date of the Contract and is valid until the Expiry Date or the Early Termination Date of the Contract whichever is earlier.

This Agreement should be reviewed a minimum of [once] per year; however, in lieu of any review in any period, this Agreement shall remain in effect.

The Business Relationship Manager is responsible for facilitating regular reviews of this Document. Content of this Agreement maybe amended or modified as required provided mutual agreement is obtained from all signatories.

This Agreement will be posted to [specify a location, either electronic or a facility] and will be made accessible to all Stakeholders.

# services descriptions

|  |  |  |  |
| --- | --- | --- | --- |
| **SL#** | **Service Name** | **Description** | **Specifications** |
| **1.** | **Hand holding support** | **Hand holding support to OMMCOM staffs** | * **One dedicated resource deployed on-site** * **Social group to handle the incoming issues** |
| **2.** | **Server Up-time support** | **Ensuring Web server up-time** | **\* Ensuring server is up for 24 hours**  **\* coordinate with 3rd party ISPs for any raised issues** |
| **3.** | **Mobile App Stores** | **Developer certificates renewals** | **\* Ensure yearly developer certificate renewals at Play store** |
| **4.** | **Application support** | **Application level support to be provided confined to fixation of raised issues in website and mobile app** |  |

Table 1: Service Descriptions

# Agency responsibilities

|  |
| --- |
| **Agency Responsibilities** |
| * **Periodic reviews of the services** |
| * **Preparing the services needed and their general specifications** |
| * **Coordination with client, application moderatorsa** |
| * **Coordination with Server vendor, ISP** |

Table 2: Agency Responsibilities

# Private Partner Responsibilities

|  |
| --- |
| **Private Party Responsibilities** |
| * **Delivering the Services as specified in this Agreement** |
| * **Reporting on any service breaches.** |
| * **Direct coordination on arised issues** |
|  |

Table 3: Private Partner Reponsibilities

# service management

## service availability

**Example**

A good example is to specify this section in a table format where each service is assigned an operational period as agreed between the Parties or each service is assigned a percentage.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Name** | **Availability Period** | **Maintenance Window** | **Availability (%)** | **Restrictions** |
| **Call Center** | **Mon-Sat (9.30 AM – 8.00 PM)** | **2 hours every Saturday** | **99** | **Sunday and Public Holidays** |
| **Mail** | **24x7** | 24hrs | 99 | **Sunday and Public Holidays** |

Table 4: Service Availability

## 

## service measurement

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service Metric** | **Definition** | **Baseline** | **Low Performance** | **High Performance** | **Breach** |
| Average Wait Period at service centers, peak hours | This is the time period waited by citizens to get served at service centers in peak hours of the day | < 15 min | 15 – 25 min | < 12 min | > 30 min |
| Average Wait Period at service centers, non-peak hours | This is the time period waited by citizens to get served at service centers at non-peak hours of the day | < 1 min | 0 – 3 min | No waiting | > 2 min |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Table 5: Service Measurement

## service requests

In support of services outlined in this Agreement, the Private Partner will respond to service related incidents and/or requests submitted by the Agency within the following time frames:

* One (1) hour (during business hours) for issues classified as Critical.
* Two (2) hours (during business hours) for issues classified as High priority.
* Four (4) hours (during business hours) for issues classified as Medium priority.
* Eight (8) hours (during business hours) for issues classified as Low priority.
* Twenty Four (24) hours (during business hours) for a general service Request.

## service reporting

|  |  |  |  |
| --- | --- | --- | --- |
| **Report Name** | **Report Description** | **Report Interval** | **Recipient** |
| Service Level Agreement Monitoring Report | This report shows the number of breaches for the Call Center service | monthly | Call Center Manager |
|  |  |  |  |
|  |  |  |  |

Table 6: Service Reporting

# Termination

=> A persistent failure to meet the service levels over a period of time will give rise to a right of termination. I

=> “material” breach

# general provisions

(a) Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.

(b) Entire Agreement. This Agreement, together with the PPP Contract, represents the entire agreement of the parties with respect to the subject matter hereof and any other previous understanding, commitments, or agreement, oral or written, between the Agency and the Private Partner with respect to the subject matter hereof.

(c) Notices. Any notices given hereunder shall be given pursuant to and as provided in the PPP Contract.

(d) Waiver. No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy, shall constitute a waiver of such right or remedy on any subsequent occasion.

(e) Governing Law. The validity, construction, scope and performance of this Agreement shall be governed by the laws of the Kingdom of Saudi Arabia, exclusive of its choice of law provisions.

(f) Amendments. This Agreement may not be amended except in writing executed by duly authorized representatives of both the Agency and the Private Partner.

(g) Assignment. This Agreement may not be assigned by either party except in connection with and under the circumstances permitted under the PPP Contract. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and permitted assigns.

(h) Counterparts. This Agreement may be signed in one or more counterpart copies, all of which together shall constitute one Agreement and each of which shall constitute an original.>

# Agreement Approval

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Agency deputy Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Private Partner deputy Date