

**Techsavanna Co. Ltd and Afstrad Trading Limited**

**Support & Maintenance Service Level Agreement**

**Supplement to the SAVANNA DOCUMENT MANAGER Support Agreement**

**Techsavanna Co, Ltd.** Supports and maintains the **Cloud Back up and Document Management Software**. This Service Level Agreement (the “Supplement") is a supplement to and a part of the Agreement, and sets forth the extent, detail and dependencies of the Maintenance Services to be provided by Techsavanna to (the “Client")

The provision of Maintenance Services under the Agreement is subject to and conditioned on the terms of this Supplement.

Techsavanna only provides Maintenance Services on the Software to a Customer who has obtained the Software pursuant to the Agreement. Terms defined in the Agreement shall have the same meaning when used in this Supplement unless otherwise expressly stated.

**1. Maintenance Services.**

Maintenance Services include:

1.. Data Backup

1.2. Cloud Migration; and

1.3 Document Management

**2. Support.**

2. Support Services are comprised of the analysis and correction of an "Error"(define below) in the Software.

2.2 An “Error "is a" Reproducible"(defined below) malfunction or issue in the Software that causes the Software to operate in a way that is materially different from what is described in the applicable documentation.

2.3 “Reproducible” means that the issue that causes the Error must re-occur when the operation and configuration of the Customer implemented version of the Software is repeated in Techsavanna support center, indicating that the issue is caused by a bug or other issue inherent to the software, rather than caused by the specific Customer environment or use. – (This means the Techsavanna development team should be able to recreate the error on their development environment so as to be able to address it. In this case, the environment is same for developer and client i.e. Cloud)

2.4 In case of doubt on the Reproducible character of an issue, Techsavanna will normally provide Services as if the issue Was reproducible (i.e. without any additional fee); provided, however, if, at any time during analysis or resolution, an issue appears to be not Reproducible, Techsavanna continued resolution efforts will be subject to Customer agreeing to pay Techsavanna then current fees and charges for such efforts.

2.5 If, on initial analysis, an issue appears not be Reproducible, Techsavanna may still choose to assist the Customer in finding a solution, but Techsavanna does not have any contractual duty to do so, and Techsavanna is entitled to charge additional fees, and such continued Techsavanna assistance will be subject to Customer agreeing to pay Techsavanna then current fees and charges for such efforts.

2.6 If, after final analysis, an issue is found to be Reproducible (even if it appeared as non-Reproducible at initial logging), Techsavanna will not charge any additional such fees.

**3. Different levels of Errors.**

Errors shall be categorized in accordance to their severity as defined in the following four (4) Severity Levels:

3.1 Severity Level1 (Critical).

An Error is Severity Level 1, when, in the production environment, the Software is completely down, or a major function of the Software is not working at all or is in accessible, and there is no work around available.

The support team shall engage the client in a maximum of **2 hours**

3.2 **Severity Level 2 (Serious).** An Error is Severity Level 2, when, in the production environment, the Software is significantly impaired (e.g. loss or degradation of substantial functionality), which causes the Software to perform at aerially less than as described in the applicable documentation, or, in attest or back-up environment, the Software is completely down, or a major function of the Software is not working at all or is in accessible, and there is no work around available.

The support team shall engage the client in a maximum of **8 hours**

3.3 **Severity Level 3 (Moderate).**

An Error is Severity Level 3, when, in the production environment, the Software encounters a technical or functional problem, but a temporary work a round is available, or, in a test or back-up environment, the Software is significant Impaired (e.g. loss or degradation of a substantial functionality), which causes the Software to perform materially less than as described in the applicable documentation. The support team shall engage the client in a maximum of **48 hours**

3.4 **Severity Level 4 (Minor).**

An Error is Severity Level 4, when there is an issue that relates to improvement of performance or functionality, or there is an issue for which a permanent work around has been provided. The support team shall engage the client in a maximum of 1 **week.**

**4. Support Services.**

4.1 Errors have to be logged by Customer through the designed telephone hot-line, or via a dedicated support helpdesk website or email address ("First Line Support"). Techsavanna will indicate to Customer the exact contact details for First Line Support.

4.2 Techsavanna will use its reasonable efforts to provide Customer with a solution to the Error.

4.3 Solution times. Since Techsavanna will not know in advance of receipt of Customer's notice of an Error what the cause of an Error is, or how it can be resolved, Techsavanna cannot commit to solution times. Techsavanna will use reasonable commercial efforts to resolve the Error as soon as possible, taking into account the Severity Level of the Error.

**5. Availability of First Line Support.**

5.1 First Line Support is available during normal business hours of your Techsavanna sales representative, excluding weekends and holidays.

**6. Remote Access and On-Site Support.**

6.1 It is an essential condition of Support Services that Customer provides on-line remote access to the production environment of the Software. If no such remote access is provided, the level of Service maybe severely impacted, and the response times will be delayed as a result.

6.2 The standard Support Services do not include On-Site Support. Upon Customer written request, and subject to Customer's agreement to pay Techsavanna then current fees and charges there for, Techsavanna may (but is under no obligation to) agree to provide On- Site Support. In such case, all travel and accommodation costs shall be charged in addition to Techsavanna then current fees and charges.

**7. Conditions to be able to call upon Support Services.**

7.1 In order to be able to call upon Support Services, the Customer must:

7.1.1 Have a valid user license to the Software, and not being breach of any of the terms of the Software license;

7.1.2 Have effectively paid all due and owing software, maintenance, and other fees owed to Techsavanna;

7.1.3 use the Software strictly in accordance with the applicable documentation and the Techsavanna instructions (including but not limited to the hardware and technological environment and usage instructions as issued by Techsavanna from time to time);

7.1.4 Comply with the instructions on installment of the latest Software release as set out in this document or as instructed by Techsavanna from time to time;

7.1.5 Ensure that the Software is only used by Customer's personnel that is properly qualified and trained in the use of the Software;

7.2 Techsavanna is entitled to request Customer to impose certain minimum training and certification requirements to the staff using the Software, in order to comply with the latest condition above.

7.3 If at the time Customer Contacts First Line Support, it appears that Customer does not comply with one or more of the above conditions, Techsavanna will be entitled (but is not obligated) to make the provision of Support Services subject to payment of additional fees and charges of KES 3000 per hour for out-of scope customizations. (This includes new reports, new features, integrations and other works outside Cloud Backup and Document Management)

7.4 If at the time Customer Contacts First Line Support, it appears that the issue to be logged has been resolved by a new Release (either a Major or Minor Release, including fixes and hot patches) that has already been made generally available by Techsavanna, then Customer will first have to implement such Release, prior to Techsavanna performing any Support Services.

7.5 The following are not included in Software Support Services

(“Out-of-Scope Services”):

7.5.1 Data retrieval; Techsavanna shall provide weekly backups for the system

7.5.2 Support of issues that are not Reproducible or that otherwise fails to be qualified as Errors;

7.5.3 Support of interfaces;

7.5.4 Support of Customer-specific development software; -As per mentioned above beyond 6 month free support period shall be billed separately

7.5.5 Support of the technological environment in which the Software is installed;

7.5.6 Support of hardware (Other parts of the Techsavanna hardware configuration are covered by separate agreements, and are specifically excluded from Software Support Services); and

7.5.7 Support of third party software.

7.6 Upon Customer’s request, Techsavanna may (but has no obligation to) accept to provide Out-of-Scope Services, subject to Customer agreeing to pay Techsavanna then current fees and charges there for time and materials. Any such Out-of-Scope Services will be provided on a reasonable effort basis, without any commitment as to Response or Solution times.

**8. New Releases.**

8.1 Techsavanna will make available to Customer new Releases of the Software as and when they are made “generally available” by Techsavanna to similarly situated customers. New Releases are made available to Customers with valid Maintenance Agreements at no additional cost.

8.2 Implementation (e.g. Installation, and configuration) of new Releases is not included in the Maintenance Services. If Customer wants to receive such implementation services, they need to be ordered separately.

**9. COST**

***The cost of annual maintenance shall be Forty thousand Kenyan shillings (40,000) payable annually on 20th day of December.***

***Payable to Tech Savanna Investment Ltd KCB a/c 1224538935***

**10. TERMINATION**

a. *In General*. This Agreement may be terminated by either party upon written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for thirty (30) days following written notice from the non-breaching party specifying the breach.

b. *Failure to Meet Milestone*. Customer may terminate this

Agreement immediately upon notice to Developer at any time that Developer fails to meet a milestone within fifteen (15) days of the date set for such milestone by the parties.

c. *Obligations upon Termination.* Upon termination of this Agreement for any reason, the parties shall have no further obligations pursuant to the terms of the Agreement except as set forth in Sections 7, 8 **Services and System Development**

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