

## **ANNEXURE J**

### **1 SERVICE LEVEL AGREEMENT**

#### **1.1 Maintenance and support**

Support services include daily incident management and request fulfilment, availability management, capacity management, change management, and configuration management for the environment. Maintenance and support are required primarily during core business hours (08:00 – 16:30) Mon-Fri, excluding public holidays and weekends. As a result of possible support and change activities, the Supplier may be required to perform activities over weekends and public holidays, where it is in the interest of minimising risk to the CSIR Operations

#### **1.2 Service Request/Incident**

The supplier will respond to incidents and/or requests submitted by the CSIR within the following time frames:

- On average, all service incidents with priority 1 – 2, as depicted in section 2, are expected to be resolved within 4 hours or as agreed between the Parties, unless it is an OEM systems bug.
- On average, all service requests with priority 3-4, as depicted in section 2, are expected to be resolved within 8 hours.
- All Project targets will be negotiated per project.

#### **1.3 Service Availability**

The Supplier to ensure the end-to-end services Infrastructure is available on average 99.9% annually.

#### **1.4 Support includes Software Assurance (The Supply, Installation, and Commissioning of the latest software and firmware versions, where possible):**

The Supplier is to maintain and support the Licensing and partner assurance requirements for the Microsoft environment. The licensing services should satisfy the following conditions:

- i. **License Renewal Services:** The Supplier to proactively remind the CSIR when its "right-of-use" licenses are up for renewal. It is the Supplier's responsibility to

track multiple renewal dates to avoid the risk of not having access to a service due to late/non-renewal. Deliverables include:

- ii. **License Renewal Calendar Management and Notification:** Recording of renewable "right-of-use" license detail. The Supplier will create a specific license renewal calendar for the CSIR. The calendar will contain all the relevant product information, as well as the frequency of renewal and the next renewal date(s).
- iii. **Notification to client of upcoming renewals:** Based on the license renewal information provided, the Supplier will notify the CSIR of the need to renew affected licenses. The notification will be sent to a designated contact within the CSIR at least 60 days in advance of the renewal date. A product's license renewal notification will be provided until such time as the CSIR informs the Supplier that the specific product is no longer in use. A renewable "right-of-use" license refers to a vendor product license that is renewable at a pre-defined interval (e.g., every three months) and where renewal is compulsory for the continued use of the product. \_ It does not refer to licenses of additional services associated with such a product (such as vendor support or access to software updates) that do not affect the right of use of the product.
- iv. **Licensing upgrade/maintenance and patches:** The Supplier to provide assistance and support with regard to software upgrades/maintenance and patches.

## 1.5 Service Continuity

The supplier should ensure that there is service continuity of the services provided to the CSIR. This may be in the form of systems or resourcing.

- In the event that the primary resource is unable to work due to health reasons.
- In the event where infrastructure and systems fail, backup infrastructure and systems should be made available.
- In the event that the primary resource is on leave, the supplier must provide the CSIR a secondary resource within one (1) day, unless agreed otherwise in writing between the Parties.

## 1.6 Service Level Agreement Performance Reports (SLA PERFORMANCE REPORTS)

The Service Provider shall provide a Monthly SLA Performance Report or as and when required. The SLA Performance Report will include at least the following:

- The number of calls per month, the monthly view must include the total and the number of calls per category.
- The percentage (%) of calls resolved within four (4), eight (8), or more than eight (8) hours per month as at the end of each month.
- Note: A call resolution detail must be reflected in the month of resolving the call.

- Explanation (the root cause and contributing factors) for the service provider not meeting SLA targets.
- The corrective/preventative actions undertaken to meet the SLA target from then on.
- A summary of the maintenance and support actions undertaken in the month.
- An appendix with the restore time of all incidents.

## 1.7 Service Management

The Supplier will ensure consistent levels of service to the CSIR; the Supplier will perform:

- Formal management meetings on a monthly basis to discuss monthly performance.
- Compilation of a monthly report.

## 2 Penalties and Performance Management

### 2.1 Support Level

Priority	Classification	Response
1	Critical	If the critical infrastructure/ system fails, resulting in downtime for the entire CSIR
2	High	Significant Failure (A building / partial service failures)
3	Medium	User-related Incident
4	Low	All Request

### 2.2 Performance Level.

Service Description	Performance Level	Non-Performance Indicator	Measuring Tool	Penalties
Service Request and Incidents	Service request and fulfilment done in accordance with the SLA	Failure to deliver Service requests and Incidents in accordance with the SLA	Service Desk tool	20% of the breach percentage for the service/project on the service fee for each instance.
Infrastructure Availability	Infrastructure availability at 99.9% annually	Failure to achieve availability of 99.9% annually	End-to-End Infrastructure Availability Report	20% of the infrastructure cost per month
Service rework or reopened calls	Not more than two consecutive *reworked instances	More than two Consecutive rework instances	The number of calls logged on the same problem.	20% of the contract value per month

2.2.1 Penalties shall not be incurred where the cause of its failure to meet the Performance Level was a factor outside of the reasonable control of the Supplier or the failure is due to the CSIR, the CSIR's staff or sub-contractors or other third parties.

2.2.2 All penalties will be granted to the CSIR as a credit.

2.2.3 In the event that all three service description performance levels are not met, 30% of the monthly service fees as stipulated in section 2.2 above. SLA Management will be considered as monthly penalties.

### 2.3 Additional Performance Measures:

Should the client escalate a certain service element to the service provider as being sub-par, and this is confirmed by SLA adherence reports (where available), the Service provider will have two months to rectify the situation.

If insufficient progress has been made as measured through the SLA adherence reports, a penalty for the related charge for the specific service element will be deducted from the support/maintenance service fees owed by the client from month three (3) onwards until the matter has been resolved.

Type	Measurement
Critical Resolution	Target Resolution: All Critical problems are resolved in less than 8 hours (1 Business Day)
	Non-compliance: One or more critical issues resolved in more than 8 hours (1 Business Day) will be flagged for review.
High Resolution	Target: ≥95% of high-priority issues resolved within 40 working hours (5 business days). Non-compliance: Less than 95% resolved within the target timeframe will trigger escalation.
Medium Resolution	Target: At least 95% of medium-priority issues must be resolved within 56 working hours (7 Business days). Non-compliance: Resolution rate below 95% will be considered a breach of SLA.
Low Resolution	Target: ≥95% of low-priority issues resolved within 80 working hours (10 Business days). Non-compliance: Resolution rate below 95% will be considered a breach of SLA.