

SMS Service Offer Contract

By Taqnyat Al Jawal company for information LTD

Prepared for:

Central Arriyadh Development Company (CADC)

Created by:

Taqnyat Al Jawal company for information LTD

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Agreement Overview

The following Service Level Agreement also known as (“SLA”) effective as of [12th of December], (“Effective Date”) is made by and between [Central Arriyadh Development Company (CADC)] (“Customer”) who have purchased a Service which Taqnyat has agreed to support with this SLA and Taqnyat Al Jawal company for information LTD (“Taqnyat”).

SLA Purposes

The purpose of this SLA is to set expectations for the provision of the Service as it is defined herein with regard to:

- Requirements to run the service.
- Criteria that will be used to measure the Service.
- Agreed service level targets that are the minimum performance requirement.
- Roles and responsibilities of Taqnyat and Client.
- Escalation contacts.
- Associated and supporting processes as well as any deviations.

SLA Duration & Parameters

This section defines the duration and describes the rules regarding renewal, modification, amendment, and termination of the SLA:

1. This SLA is remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
2. This SLA will automatically renew unless Taqnyat and Client mutually agree to another arrangement.
3. A review of this SLA by Taqnyat and Client may be conducted, if requested, a minimum of 30 days before the expiration date of the agreement. Modification requests must be submitted in writing via email to the Taqnyat Service Owner for Infrastructure Services.
4. Any amendments, modifications, or other terms outside those stated herein must be agreed upon by both parties.
5. The Client is responsible for providing Taqnyat with details of any current or future projects that may impact the provision of this SLA.
6. Service Extensions: Any requests to extend the hours of service on an ad hoc basis for a given day must be made to the Infrastructure Services team at the earliest opportunity. Failure to submit a request for a service extension will mean that the service will not be guaranteed beyond the hours defined by this SLA.
7. SLA Termination: Both parties must agree to any termination arrangement. Taqnyat requires a minimum of 90 days’ notice regarding early termination of the SLA.

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Service Description

Taqnyat al Jawal for IT and telecommunications we help businesses to connect with their customers by providing connecting with customers via SMS in a fast, secure and reliable way. Taqnyat has branches in major cities across the kingdom and many more branches to open soon. Connected with main telecom providers in the Saudi Arabian market we guarantee speed and quality in delivery.

Availability

The messaging instances will be available to Clients on a 24x7 basis except for maintenance windows or other scheduled or application specific maintenance outlined herein.

- It is our aim to ensure that the services supporting the Service are deemed reliable in terms of availability and performance. Therefore, we will measure the reliability using Mean Time Between Failures (MTBF) and compute the average (by month and year) time between each 'failure'. Taqnyat will strive to achieve a MTBF of 100 days at the minimum.
- In spite the fact that our normal operations see messages delivered in between 4 and 5 seconds, the average speed of real delivery is about 30 seconds only. However, traffic may normally delay two more minutes for one of the following reasons:
 - Volume of traffic on the network
 - Incidents failure in the sending process
 - A failure in the internet network

A failure is defined as any infrastructure related incident causing the Service to be unavailable. This can also include severe performance degradation, if any Incidents failure persists. Taqnyat will switch your traffic to an alternative gateway to have a prompt delivery for the next quantities sent after this Incidents failure. This action will be handled depending on the failure case and situation.

The target delivery level of 99.9% - 24 x 365, as demonstrated in Appendix C

Service Maintenance

Maintenance includes but is not limited to: adding/removing/replacing hardware on servers or network, bringing new servers online, patching servers/workstations/network devices, installing new/updated software on servers/workstations/network devices, etc. The network and/or systems will be interrupted only if it is absolutely necessary.

If there is a need for a change outside the hours of the Standard Maintenance Window, the resulting Nonstandard Maintenance Window will require a formal approval from the Taqnyat business service owner.

It is understood that in some circumstances, Emergency Maintenance Windows will be required.

Maintenance Notifications/Announcements

Taqnyat will announce all Maintenance Windows (Standard, Nonstandard, and Emergency) including which services will be affected and approximate durations, in the following ways:

- Via email to service-alerts@taqnyat.sa

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- Client must provide Taqnyat with a valid designated representative or group email address to be added to the distribution list
- Client must notify Taqnyat promptly in the event of any change/update for that representative or group email address

Service Continuity

Each of our sites is supplied by two separate sub-stations, and all are equipped with uninterruptible power supply (UPS). Our servers are located in secure, air conditioned, fully alarmed carrier level premises. Access to these premises is supervised and by appointment only.

Taqnyat's primary mission in the event of a disaster invocation is to recover all production applications. Once complete, critical application processing will resume within a specified period of time following the declaration of an emergency outage.

Service Scalability

Taqnyat will scale the Service at the Client's request to allow for growth and/or redundancy. However, such scalability may be capped and will require lead times.

Service Security

Services provided by Taqnyat will conform to Taqnyat's security and data classification policies.

If it is determined that any component of the Service is adversely impacting service availability, e.g., a Denial-of-Service condition, Taqnyat reserves the right to terminate the Service immediately until the impacting condition is remediated.

Upon provisioning of taqnyat portal, you will receive access instructions. Please note that in order to uphold Taqnyat's Security and Standard Operating Environment (SOE) policies, the following restrictions will apply

1. Taqnyat will be the sole possessor of root or administrator credentials to the server
2. You will be given an account with sufficient privileges to perform daily regular operation e.g.: sending messaging.
3. Each account will be configured with Taqnyat management tools including access credentials, personal settings and API Keys which cannot be disabled and which must remain operational so that client can use the services.
4. Each Message transmitted or information exchange among servers will be provisioned in a designated security zone based on your initial configuration.
5. Each Message are encrypted before being transmitted to servers, in case of stored databases, messages will be stored encrypted to reduce the possibility of benefit from them in case of illegal access to them, God forbid.
6. Servers well protected by Anti-virus Software and firewall continuously updated to maintain data secure and prevent any unauthorized access to servers and data.

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Service Management, Support & Escalation

Support Hours

Infrastructure and services defined in this SLA will be supported on a 24x7x365 basis. technical support is available among different channels to answer query about specific technical information:

- Tickets System: for existing client they can submit tickets and get answered on the same portal.
- Email: The client could send an email to the technical support department directly, and he will be answered quickly.

Incident and Major Incident Management

The purpose of the Major Incident process is to ensure that all faults and queries reported to the Service Desk are managed to minimize business impact by restoring service as soon as possible in accordance with the SLA. The following processes are employed for the management of Taqnyat incidents:

- Incident Management
- Major Incident Management

The following priority definitions and associated resolution times have been agreed with regards to all faults reported to the Taqnyat Service Desk:

Priority Definitions:

	<u>Priority 1 – Critical</u>	<u>Priority 2 – High</u>	<u>Priority 3 - Medium</u>	<u>Priority 3 - Low</u>
<u>Description</u>	a PRODUCTION service major failure or security breach impacting the service as whole	a PRODUCTION service failure or a security breach impacting group of users	A PRODUCTION incident disrupting VIP user or a group of normal users from working normally	A PRODUCTION incident causing minor impact to users' operation and/or user's work orders
<u>Covered Cases</u>	• Unavailability of SMS notification services, either by the control panel or through integrated apps • Inaccessibility to control panel by CADC's team, for what so reason	• Uncontrolled sending of messages in a way that depleats CADC's credit • Security incident causing improper access to CADC's assets in the system	• User's critical incidents • VIP user's non-critical incidents	• User's uncritical incidents • User's work orders

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	- A critical incident/event affecting reachability of SMS to all receivers - Uncontrolled sending of non-approved content causing harms\disturbing to some\all receivers			
Time to Respond	1 Hour	2-4 Hours	4-8 Hours	1-2 Business Days
Time to Resolve	4-8 Hours	1 Business Day	2-3 Business Days	4-5 Business Days

Taqnyat will base a call's priority on the following factors: Criticality of the issue and the impact; number of users impacted.

Escalation Requests and Procedures

1. In the event service is unsatisfactory, the Client will contact the Taqnyat Service Owner identified in Appendix A to request escalation of an incident/problem/request.
2. If needed a joint meeting between the Client and Taqnyat will be convened to discuss and resolve issues to restore services to satisfactory levels.
3. In the event that additional escalation is determined to be necessary, Taqnyat will escalate to its Senior Leadership Team for a resolution.
4. Taqnyat may periodically request your feedback.

Monitoring Service Performance

Process & Procedural Responsibilities

Taqnyat will ensure procedures exist to measure and monitor the level of service provided against the defined service targets. Taqnyat's services are aligned with ITIL Best Practice service management methodologies with regard to Service Desk, Incident Management, Problem Management (PIR), and Change Management.

Service Reporting

Beginning in calendar year 2022, Taqnyat's plans to provide quarterly utilization (capacity), performance, and availability reports for the Service. Client can request reporting on additional parameters; however, such parameters will be included at the sole discretion of Taqnyat based on impact and resources needed.

Performance Review

Periodic Service Level Review (SLR) meetings will be established for all stakeholders. The primary goals of the meetings will be to review performance against

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service targets and to agree on any remedial action as appropriate. SLR meetings will provide an opportunity to discuss organizational, operational and strategic changes. Taqnyat will continually monitor, review and if necessary, act upon the service performance against the Service Level as defined within this SLA.

Financial Considerations

The services defined in this Service Level Agreement are provided no charge to either party. Failure to provide the services or meet the service level targets defined in this agreement would results in one of four actions:

1. Pay a penalty clause with agreed value.
2. Escalation of the issue to senior management for resolution.
3. Renegotiation of this agreement.
4. Termination of this agreement.

APPENDICES

APPENDIX A: Taqnyat's Service Owner & Key Business Stakeholders

This document will be distributed as follows; each name on the distribution list has been identified as a Key Business Stakeholder.

Technical Issues

Level	Title	Contacts
level 1	Available Channels	APPENDIX B
level 2	Shift Leader	supportop@taqnyat.sa
level 3	Escalation manager	D.alqwasmi@taqnyat.sa

Non-tech issues

Name	Title	Email	Contact Number
Ahmed Ismail	Sales Supervisor	a.ismaeil@taqnyat.sa	+966 55 821 1125
Ahmad Mohammad	Account Manager	a.mohammed@taqnyat.sa	+966 55 937 9471

APPENDIX B: Taqnyat's Available channels

Our 24/7 Customer Support Center is here to help you out whenever you need us through the channel of your choice.

Channel	Contacts
Ticket	For Clients through portal
Email	Support@taqnyat.sa

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