

**THIS SERVICE LEVEL AGREEMENT is made this .....day of ..... 2025**

**BETWEEN**

**BSSL TECHNOLOGIES LIMITED** a limited liability company registered under the Laws of the Federal Republic of Nigeria and having its registered office at Plot 21, Block 38, Ilasan New Road, Opposite Mopol Zone, Lekki, Lagos (Hereinafter referred to as “**BSSL**” and which expression shall, where the context so admits include its successors-in-title and assigns) of the ONE PART,

**AND**

**OUR VALUED CUSTOMER**, a Bureau De Change operator, is a corporation registered in Nigeria, having its principal office at ----- (hereinafter referred to as “**THE CLIENT**”, which expression shall, wherever the context admits, include its affiliates, their successors-in-title and authorized representatives) of the OTHER PART;

**1. STATEMENT OF INTENT**

The purpose of this Service Level Agreement (**SLA**) is to document the understanding between the BSSL and THE CLIENT regarding the scope of Information Technology Services provided, Service Level Targets expected, and overall responsibilities of both parties to this SLA.

**2. TERMS AND DEFINITIONS**

- **SLA:** - Means Service Level Agreement
- **dController Solution:** - The Cloud based solution deployed to THE CLIENT. by **BSSL** subject of the **SLA**.
- **Service Level:** - The measurement of the performance of a **dController Solution** and/ other service to be offered against agreed goals. This will include **UPTIME** experiences, **DOWNTIME** experiences, **REPONSE TIME** to resolve Support request and Complaints.
- **API:** - Third Party Application Programming Interface to be used and/or provided by third parties
- **Services:** - The body of technology to be provided to THE CLIENT including **dController** Software, Database to host THE CLIENT data, Hardware server, operating Systems and all other collaborative tools needed to make the **dController Solution** available 24/7 to THE CLIENT.
- **Availability:** - The hours of operations that the Services are available
- **Technical Support:** - Bodies of support to be provided by BSSL to ensure that THE CLIENT continue to use **dController Solution**
- **Incident Log:** - Report of events observed which is outside the ordinary operation of the system

- **Working Hours:** - Normal working hours in Nigeria Monday to Saturday 8.00 Hours to 17.00 Hours.
- **Outside Working Hours:** - Other hours 17.00 hours through to 07.59 hours Monday to Friday and 17.01 hours Friday to 07.59 hours Monday including public holidays.
- **Planned Maintenance:** - Required maintenance that a pre-planned and notices issued to Clients beforehand usually notices of more than 24 hours is given.
- **Emergency Maintenance:** - Instantaneous maintenance usually required immediately to address highly critical system issues
- **Regulators:** - THE CLIENTs supervising office in accordance to the extant laws under which the Bureau the change companies operate.
- **Third Parties Tools:** - Required third parties' tools such as NIBSS API for BVN validation, NIMC for NIN validation and any other such tools that may required from time to time.

### 3. WHEREAS

- a. **THE CLIENT** has the statutory obligation of providing Bureau De Change services to her clients
- b. **BSSL** is a systems integrator and automated solutions provider engaged in the provision of automated platform nationwide.
- c. **THE CLIENT** is desirous of a Web portal solution

### 4. SCOPE OF SERVICES

BSSL will provide the following services under this SLA:

- **Cloud server** to host *dController Solution*, host Client data and other **collaborative** tools to provide the service to THE CLIENT and her customers
- **Admin Dashboard:** - for THE CLIENT manage users and control transactions, store customer records, create/store users, produce reports both for client's usage, customer usage and regulatory usage.
- **Customer Dashboard:** - for customers to create request, make payment to THE CLIENT account, monitor the progress of request and receive information from THE CLIENT.
- **API:** - Interface for automated data exchange between THE CLIENT and third parties such as CBN, NIBSS etc
- **Data Validation features** using third parties **API** such as **BVN** and **NIN**, **Banks** and **Nigeria International Passport numbers**
- **Features** for uploading attached document on application request form
- **Provision** of a work flow process
- **Approval** process for application request
- **Reporting interface** for Admin user and customers

- **Telephone services** for on request maintenance support
- **Email request** for maintenance support
- 24/7 Technical support to keep *dController Solution* running 24/7

## 5. SERVICE AVAILABILITY AND UPTIME

BSSL commits to the following availability standards for the Services:

Metric	Target Level	Exclusions
<b>Guaranteed Uptime</b>	<b>99.5%</b> measured monthly	Scheduled maintenance (see Section 6), loss of local internet connectivity and force majeure events.
<b>Measurement of target</b>	Uptime is calculated as: $\frac{\text{Total Minutes in Month} - \text{Total Downtime Minutes}}{\text{Total Minutes in Month}} \times 100$	<b>Downtime</b> is defined as the period when the core functions of the software are inaccessible or unusable.

## 6. SCHEDULED MAINTENANCE

- **Frequency:** Routine maintenance will be scheduled [e.g., monthly/quarterly] outside of normal business hours (Mon-Fri, 9 am - 5 pm).
- **Notice:** The BSSL will give THE CLIENT at least **48 hours** notice of any scheduled maintenance that may result in service interruption.
- **Maximum Duration:** Routine maintenance will not exceed [e.g., 4 hours] per event.

## 7. TECHNICAL SUPPORT AND INCIDENT RESPONSE

The BSSL will classify incidents based on severity and respond according to the targets below. **Business Hours** are defined as [e.g., 08:00 AM to 17:00 PM, Monday through Friday, local time]. Technical support shall be escalated Level 1 by email and telephone.

## 8. INCIDENT CLASSIFICATION

Severity Level	Description	Resolution Goal
<b>Severity 1 (Critical)</b>	System is completely down or major functionality is unusable; affecting all users.	<b>4 hours</b> (24/7/365)
<b>Severity 2 (High)</b>	Major function is impaired; affecting a significant number of users or critical business flow.	<b>8 business hours</b>
<b>Severity 3 (Medium)</b>	Minor loss of function or inconvenience; reasonable workaround exists.	<b>48 business hours</b>
<b>Severity 4 (Low)</b>	General question, cosmetic error, or documentation issue.	<b>Next business day</b>

## 9. SERVICE CREDITS (REMEDIES)

If the Provider fails to meet the **Guaranteed Uptime** specified in Section 5, THE CLIENT shall be entitled to a service credit as a percentage of the *monthly service fees* for the affected Service.

Monthly Uptime Achieved	Service Credit (%)
<b>99.0% - 99.49%</b>	2%
<b>98.0% - 98.99%</b>	3%
<b>Below 98.0%</b>	5%

**Note:** Service credits are THE CLIENT's **sole and exclusive remedy** for any failure to meet the guaranteed uptime. The total amount of service credits awarded in any single calendar month shall not exceed **5%** of the monthly fee for the affected Services.

## 10. BUSINESS CONTINUITY & DISASTER RECOVERY

- BSSL shall maintain close monitoring of THE CLIENTs data resources as a way of supporting THE CLIENTs Business going concern. A cloud server mirroring infrastructure shall be provided for Disaster Recovery (DR). The aim is to ensure that Client data are protected at all times and recovery can be achieved even on the **unlikely** event of a server crash
- Client may request for data backup for their own safe keeping quarterly.

## 11. BSSL RESPONSIBILITY

**BSSL** shall be responsible:

- (i) To **Provide** access to the **dController Solution** 24/7 to THE CLIENT
- (ii) **Meet** the Service Availability & Performance targets.
- (iii) **Maintain** the hosting infrastructure and all collaborative tools
- (iv) **Monitor** all software and integration performances.
- (v) Apply necessary security patches and updates to the Software and its underlying infrastructure.
- (vi) **Proactively** manage and maintain the **API** integrations with Regulators and Third-Party Validators, including updating **endpoints** or **protocols** as required and communicated by the external parties (subject to reasonable effort and potential change request process if significant rework is needed).
- (vii) Provide **Technical Support services**.
- (viii) Implement and maintain appropriate data security and confidentiality measures.

## 12. THE CLIENT

- a. Provide all necessary data, detail and information to **BSSL** to enhance the effective setup of the solution.
- b. Provide **BSSL** with details of authorised officers who would assist in the implementation of the services.
- c. Provide adequate security for the equipment, personnel and other resources to be used to access the solution on the cloud.
- d. Complement the effective deployment of the services by embarking on sufficient enlightenment programme to sensitise the public on the services to be provided.

## 13. SLA DURATION

This **SLA** shall be in operation for a period of **Twelve (12)** months. Commencement date is however subject to CBN License startup date.

## **14. CONFIDENTIALITY**

a. The parties hereby undertake to keep confidential all information regarding this SLA and shall not disclose to any person, competitors, associates and the public, any information as to the relationship between both parties, corporate practices, business dealing or trade secret, except when a law imposes an obligation to disclose such information; so however, that any such information to be so disclosed shall be promptly notified and furnished to the non-disclosing party. Confidential information shall not include information that is now generally known, or which is later published, or generally disclosed to the public by the Parties.

b. *dController Solution* will comply with applicable data protection laws (GDPR,NDPR).

c. In furtherance of this **SLA**, the parties agree not to conduct themselves in such form or manner as to obviate or impede the interest of the other party without that party's express written consent.

d. The parties further agree that they will not use any information in any manner that constitutes bad faith, or which is materially detrimental to the objectives of this **SLA**.

## **15. NON-CIRCUMVENTION**

For the avoidance of doubt, the parties shall not, in any way whatsoever, circumvent or attempt to circumvent each other, in any of the service contemplated by this **SLA** and to the best of their ability, assure one another that any original transaction code or process established pursuant to this **SLA** will not be unilaterally altered.

## **16. FORCE MAJEURE**

If any of the parties hereto is prevented from fulfilling its obligations under this **SLA** by reason of any supervening event beyond its control (including but not limited to Global Cyber Attack, an Act of God, Natural Disaster, or Civil Disorder) the party unable to fulfil its obligations shall immediately give notice of this to the other parties and shall do everything in its power, including accepting assistance from the other party, to resume full performance.

If the period of incapacity exceeds 12 months, then this **SLA** shall automatically terminate unless parties expressly agree otherwise.

## **17. MODIFICATIONS**

This SLA may not be modified except by an instrument in writing signed by the parties or their duly authorized representatives.

## **18. NOTICES**

Any notice, consent or waiver required or permitted to be given under this SLA shall not be binding unless in writing, signed and delivered by hand or sent by pre-paid post or by telex,

electronic mail or facsimile transmission at its address as set above or as otherwise notified in accordance with this clause.

**19. TERMINATION**

Parties may decide to terminate this SLA by giving the other thirty (30) days’ notice to that effect and shall reconcile all interests/obligations and responsibilities accrued to parties when terminating the contract. Client shall cease the use of the Platform and all its collaborative tools.

On the successful settlement of all obligations, BSSL shall provide a backup of THE CLIENTs Data on a portable drive to be provided by THE CLIENT within 14 days of all preceding settlement of obligations.

**20. NON-ASSIGNMENT**

This SLA may not be assigned or otherwise transferred in whole or in part without the prior written consent of all the parties but shall be binding upon and inure to the benefit of each of the parties and, where so permitted, their assigns or other transferees.

**21. SIGNATURES**

**IN WITNESS WHEREOF** the Parties hereunto have executed this Agreement the day and year first above written.

<b>BSSL TECHNOLOGIES LIMITED</b>	<b>OUR VALUED CUSTOMER</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____