

# Service Level Agreement (SLA) — Blackpaw ERP Systems

### **1**. Service Overview

Blackpaw Innovations ("Service Provider") agrees to provide ERP hosting, system maintenance, data management, and secure network operations for the Client's business, in accordance with the terms outlined below.

This SLA outlines the responsibilities and expectations between Blackpaw and the Client regarding uptime, support, updates, and data integrity — all hosted on Blackpaw's Contabo infrastructure, accessed via a dedicated VPN network.

By accepting the Terms and Conditions during onboarding, the Client is also deemed to have accepted this SLA in full. A downloadable copy of this SLA is provided for reference.

### 2. Service Scope

### Hosting & Network Infrastructure

- All client systems are hosted on **Contabo cloud servers** with dedicated resource allocations.
- Each client operates within a **secured private network (VPN)** for enhanced isolation and data safety.
- System orchestration, scaling, and remote support are performed via **Ansible for** secure server communication and update automation.

#### Maintenance

- Continuous monitoring of system uptime and performance
- Issue detection and resolution (24/7 active server logs and alerts)
- Routine system health checks and patching

### System Updates

• Installation of core ERP updates and modules



- Testing for compatibility and business continuity
- Deployment via Ansible with rollback protection

#### Data Management

- Weekly encrypted backups stored securely
- Periodic data integrity validation
- Restoration plan in case of system failure or data corruption

### 3. Service Levels

#### **Support Response Times**

- Critical Issues (system downtime or major loss of functionality): Response within 4 hours, resolution within 24 hours
- Non-Critical Issues: Response within 8 hours, resolution within 72 hours

#### Scheduled Updates

- Deployed **biannually**, with at least **7 days' notice**
- Maximum update window: **4 hours**
- Updates executed during low-traffic hours where possible

#### **Backup & Recovery**

- Weekly Backups, retained for 90 days
- **Disaster Recovery Window:** Max downtime of **48 hours** in the event of full server or system failure

#### **Uptime Commitment**

Blackpaw commits to delivering a **minimum uptime of 99.9%** for all hosted services, aligned with Contabo's infrastructure reliability. Scheduled maintenance windows are excluded from this calculation. Uptime performance is monitored and reported monthly.

### 4. Roles & Responsibilities

Blackpaw (Service Provider):



- Maintain server infrastructure and uptime
- Execute updates, patches, and backups
- Ensure data protection through network isolation and encryption
- Provide ongoing technical support and incident response

#### Client:

- Provide access and permissions necessary for system maintenance
- Promptly report issues, downtime, or system errors
- Ensure staff are trained on basic system use and issue reporting
- Maintain updated contact information for support communication

### 5. Reporting & Transparency

- Monthly performance reports including:
  - System uptime
  - Backup logs
  - Update summaries
  - Support ticket history

### 6. Term & Termination

This SLA applies from the date of system activation and remains valid until canceled or superseded.

Either party may terminate with **30 days' written notice**, or immediately in the event of material breach of terms.

# 7. Confidentiality

Both parties agree to uphold confidentiality of all data and business processes accessed or shared during service delivery. This includes source code, customer records, and financial data.



# 8. Governing Law

This agreement is governed by the laws of the **Republic of Kenya**, including the **Data Protection Act (2019)** and other applicable national regulations governing digital systems, privacy, and electronic commerce.

### 9. Review & Changes

This SLA will be reviewed annually and may be revised with mutual agreement.