SERVICE LEVEL AGREEMENT (SLA) for

Electronic Data Interchange (EDI) & E-Invoicing Solutions for Tax Remittance

Between:

The OH-Res And

("Client")

[Client Name]

[Client Address]

Effective Date:

1. Agreement Overview

This Service Level Agreement (SLA) outlines the terms of the EDI and E-invoicing services provided by OH-RES to the Client for the purpose of tax compliance, including but not limited to the generation, transmission, validation, and storage of electronic invoices as required by the Federal Board of Inland Revenue and in accordance with prevailing MBS (Minimum Business Standards) for data security and system availability.

2. Goals & Objectives

The primary goals of this SLA are to:

- Ensure the consistent, secure, and reliable transmission and validation of e-invoices for tax remittance.
- Define the roles, responsibilities, and expectations of both parties.
- Minimize service downtime and ensure rapid resolution of any issues.
- Maintain the highest standards of data integrity, confidentiality, and security.

3. Service Scope

3.1. Services Covered:

- Provision of the OH-RES E-invoicing platform for invoice generation and submission.
- Secure EDI translation and mapping for invoice data (e.g., to/from JSON, XML, UBL).
- Transmission of validated e-invoices to the designated tax authority's system.

- Real-time status reporting on invoice submission (e.g., Accepted, Rejected, Pending).
- Secure, long-term archival of e-invoices and related metadata as per regulatory requirements.
- Provision of a dashboard for reporting and audit trails.

3.2. Services Excluded:

- Client's internal network infrastructure and internet connectivity.
- Client's hardware and software not directly provided by OH-RES.
- Data inaccuracies originating from the Client's ERP or accounting system.
- Services or downtime caused by the tax authority's system.

4. Roles & Responsibilities

4.1. OH-RES Responsibilities:

- Meet the service levels defined in this SLA.
- Provide a secure, scalable, and compliant platform.
- Perform proactive system monitoring and maintenance.
- Notify the Client of scheduled maintenance windows.
- Provide technical support as defined in this agreement.

4.2. Client (Taxpayer) Responsibilities:

- Provide accurate and complete company information for onboarding.
- Ensure the quality and accuracy of data sent to the OH-RES platform.
- Maintain secure access credentials and notify OH-RES immediately of any suspected security breach.
- Designate a primary and secondary contact for support communications.
- Ensure their internal systems are compatible and connected to the service.

5. Service Level Performance & Metrics

5.1. Service Availability (Uptime):

Target: The OH-RES E-invoicing platform will achieve 99.5% Monthly Uptime. **Measurement:** Uptime is calculated as the total minutes in a month minus unplanned downtime, divided by the total minutes in a month. Scheduled maintenance is excluded. **Remedy:** If availability falls below 99.5% in a calendar month, OH-RES will provide a service credit equal to 5% of the monthly service fee.

5.2. System Response Time:

Target: 95% of all API calls and user interface interactions will have a response time of less than 2 seconds. **Measurement:** Monitored internally by OH-RES application performance tools.

5.3. E-Invoice Submission & Validation:

Target: 99% of valid e-invoices submitted by the Client will be successfully transmitted to the tax authority's system and a status report returned to the Client within 5 minutes of submission. **Measurement:** From the time a valid invoice is received by OH-RES to the time a submission receipt/status is logged in the Client's dashboard.

6. Support & Issue Management

6.1. Support Channels:

Support is available via:

• Priority Support Portal: https://oh-res.com/login/

Email: <u>info@oh-res.com</u>Phone: +2342013309047

6.2. Issue Severity & Response Times:

Severity Level	Definition	Example	Initial Response Time	Target Resolution Time
Severity 1 (Critical)	Complete platform unavailability; no invoices can be submitted.	System-wide outage.	30 Minutes	4 Business Hours
Severity 2 (High)	Major functionality impaired; a significant number of users are affected.	Invoices are stuck in queue, not being sent to tax authority.	2 Hours	8 Business Hours
Severity 3 (Medium)	Partial, non- critical loss of functionality.	Dashboard reporting delay.	4 Hours	24 Business Hours
Severity 4 (Low)	General questions, feature requests, cosmetic issues.	How-to question.	8 Hours	48 Business Hours

Business Hours: 8:00 AM - 6:00 PM [Your Timezone], Monday - Friday, excluding public holidays.

7. Data Security & Compliance

OH-RES commits to the following:

- **Data Encryption:** All data in transit will be encrypted using TLS 1.2 or higher. All data at rest will be encrypted using AES-256.
- Access Control: Strict role-based access control and multi-factor authentication for administrative access.
- Audit Trails: Comprehensive logging of all system access and data transactions.
- **Data Privacy:** OH-RES will act as a Data Processor and will only process Client data as necessary to provide the services and as mandated by law. Client data will not be used for any other purpose.
- **Compliance:** The platform and its operations will adhere to the relevant MBS for information security and data protection, as well as all specific mandates from the tax authority regarding e-invoicing.

8. Disaster Recovery & Business Continuity

- **Data Backup:** All critical data is backed up at least every 24 hours.
- **Recovery Point Objective (RPO):** Maximum data loss of 4 hours.
- **Recovery Time Objective (RTO):** Service restoration within 8 hours of a major disaster declaration.

9. Termination

This SLA is effective as of the Effective Date and remains in force for the duration of the Master Services Agreement between OH-RES and the Client. Termination terms are as specified in the Master Services Agreement.

10. General Provisions

This SLA is a supplement to the Master Services Agreement. In the event of a conflict between the terms of the Master Services Agreement and this SLA, the Master Services Agreement shall prevail.

Agreed and Accepted by:			
For OH-RES Inc.:			
Name: [Name of Authorized Signatory]			
Title: [Title]			
Date:			

Name: [Name of Authorized Signatory]
Title: [Title]
Date:

For The Taxpayer (Client):

Important Recommendations for Implementation:

- **Consult Legal Counsel:** This is a template. You must have your legal team review and adapt it to your specific jurisdiction, the exact tax authority requirements, and your overall business terms.
- Master Services Agreement: This SLA should be an exhibit to a broader Master Services Agreement that covers pricing, payment terms, liability, indemnification, and the full term of the relationship.
- **Customize Metrics:** Ensure the performance metrics (especially the 5-minute submission time) are technically feasible based on your architecture and the tax authority's API performance. You may need to adjust these numbers.
- Communicate Clearly: Once finalized, ensure this SLA is easily accessible to your clients and that its terms are clearly communicated during the sales and onboarding process.

This SLA provides a strong foundation for a trustworthy and professional relationship with your taxpayers, directly addressing their need for a reliable and compliant e-invoicing service.