# SCHEDULE [●]

# SERVICE LEVEL AGREEMENT

**annexed to and forming an integral part of the Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under the National AI Innovation Hub (NAIIH), between Ignite – National Technology Fund ("the Company") and [SUCCESSFUL BIDDER NAME] ("the Successful Bidder")**

***Note – 1:*** *Any* ***stamp duty, registration fee, tax, levy, charge, or any other statutory payment, if applicable, arising out of or in connection with the execution, registration, performance, or enforcement of this Agreement, shall be borne solely by the Service Provider/Vendor/Supplier (Successful Bidder) or such other contracting party, as applicable. Ignite shall have no liability whatsoever for any such duty, fee, tax, levy, charge, cost, or expense.***

***Note – 2: This Agreement is a draft and subject to modifications/revisions in terms and conditions based on negotiations with the successful bidder at the time of award. Bidders are advised to rely solely on the Terms of Reference (TOR) and instructions provided in this RFP for the preparation and submission of their bids****.*

# DRAFT SERVICE LEVEL AGREEMENT

## 1. Preamble and Purpose

**1.1** This Service Level Agreement ("SLA") is a Schedule to, and forms an integral and binding part of, the Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under the National AI Innovation Hub (NAIIH) dated [●] (the "Agreement") between Ignite – National Technology Fund ("the Company") and [●] ("the Successful Bidder"), each as defined in the Agreement.

**1.2** This SLA gives contractual effect to Clause 31 (Operationalisation, Warranty, Support & Maintenance) and Clause 32 (Draft Service Level Agreement Schedule) of Part B (Terms of Reference) of the Request for Proposal for the NAIIH AI Infrastructure Project (the "RFP"), together with the related obligations of Part B Sections 28 (Colocation, Facility & Physical Hosting), 29 (Delivery, Integration & Programme Management), the Cross-Cutting Capabilities Part (Security, Governance & Compliance, Monitoring & Logging), and Section 33 (Performance Measurement: Successful Bidder KPIs & Programme Indicators), each as incorporated into the Agreement.

**1.3** This SLA sets out the binding minimum service levels, warranty, support and maintenance obligations, acceptance framework, availability and disaster-recovery targets, hardware replacement commitments, monitoring and reporting obligations, governance mechanisms, service credits and remedies, and KPI framework applicable to the Successful Bidder's performance of the Services for the full Term of the Agreement, including any extension.

**1.4** The targets stated in this SLA are binding minimums. The Successful Bidder's Proposal may commit to superior service levels; where it does, those superior levels are deemed incorporated into this SLA and are binding in place of the corresponding minimum stated below.

## 2. Definitions and Interpretation

**2.1** Capitalised terms used but not defined in this SLA have the meanings given to them in the Agreement and the RFP. In addition, for the purposes of this SLA:

| Term | Meaning |
|---|---|
| "Agreement" | Means an "Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under the National AI Innovation Hub (NAIIH) dated [●] (the "Agreement") between Ignite – National Technology Fund ("the Company") and [●] ("the Successful Bidder")." |
| "Availability" | means the percentage of a Measurement Period during which the relevant Service is available for productive use, measured in accordance with Clause 9 (Service Availability), and excluding Scheduled Maintenance and Excused Downtime. |
| "CAB" or "Change Advisory Board" | means the joint change-governance body established under Clause 15.3 to review and approve significant or high-risk changes to the Ecosystem. |
| "Complete Operationalisation" | means the later of Operational Acceptance and Sovereign-Model Acceptance, being the commencement date of the Managed Operations Term. |
| "Delivery Acceptance", "Operational Acceptance", "Sovereign-Model Acceptance" and "Final Operational Handover" | have the meanings given in Clause 5 (Acceptance Framework). |

| Term | Meaning |
|---|---|
| “Ecosystem” | means the NAIIH AI Infrastructure and all Layers 1 through 6, cross-cutting capabilities, and facilities described in Part B of the RFP, collectively. |
| “Excused Downtime” | means unavailability directly and solely caused by: (a) Scheduled Maintenance performed in accordance with Clause 7.2; (b) Force Majeure under Clause 20; (c) an act or omission of the Company or its authorised third parties outside the reasonable control of the Successful Bidder; or (d) a failure of Company-provided infrastructure, power, or connectivity not within the Successful Bidder's scope of responsibility under the Agreement. |
| “Managed Operations Term” | means the period of not less than three (3) years commencing on Complete Operationalisation during which the Successful Bidder shall operate the Ecosystem as a managed service under Clause 13, extendable or renewable at the Company's sole option on the terms of Clause 18. |
| “Measurement Period” | means each calendar month, unless a different period is stated against a specific target in this SLA. |
| “Resolution Time” | means the elapsed time from the initial Response to an Incident until the Incident is resolved or a workaround acceptable to the Company is implemented, measured per Severity Level in accordance with Clause 8. |
| “Response Time” | means the elapsed time from the logging of an Incident by the Successful Bidder's single point of contact until a qualified engineer engages with the Incident, measured per Severity Level in accordance with Clause 8. |
| “RPO” or “Recovery Point Objective” | means the maximum tolerable period for which data may be lost as measured from the point of an incident to the most recent valid backup or replica, as set out in Clause 11. |
| “RTO” or “Recovery Time Objective” | means the maximum tolerable duration within which a Service must be restored following a declared disaster, as set out in Clause 11. |
| “Scheduled Maintenance” | means planned maintenance performed within an agreed Maintenance Window under Clause 7.2, of which the Company has received not less than five (5) Business Days' prior written notice (or such shorter period as the Company may approve for urgent security patching). |
| “Service Credit” | means the financial remedy payable or credited by the Successful Bidder to the Company for a failure to meet a Service Level, calculated in accordance with Clause 16. |
| “Service Level” | means a specific, measurable performance target set out in this SLA (including Availability, Response Time, Resolution Time, RPO, RTO, and hardware-replacement targets). |
| “Severity Level” | means the classification of an Incident (Severity 1 to Severity 4) determined in accordance with Clause 8.1. |
| “Single Point of Contact” or “SPOC” | means the 24×7×365 support desk maintained by the Successful Bidder under Clause 7.5. |

**2.2** In this SLA: (a) references to Clauses are references to clauses of this SLA unless stated otherwise; (b) headings are for convenience only and do not affect interpretation; (c) “writing” includes email; and (d) in the event of any conflict between the numbering of this SLA and the numbering of Clauses 31 and 32 of the RFP, this SLA's numbering governs for contractual purposes, and the corresponding RFP clause is cross-referenced in italics for traceability.

# 3. Relationship to the Agreement; Order of Precedence

**3.1** This SLA supplements, and shall be read together with, the Agreement (including the RFP and the Successful Bidder's Proposal, each as incorporated by reference into the Agreement). This SLA does not create obligations independent of the Agreement; it particularises the operational, technical, and service-level content of the Successful Bidder's warranty, support, maintenance, and managed-operations obligations under the Agreement.

**3.2** Where a provision of this SLA duplicates a provision of the Agreement (for example, general confidentiality, indemnification, termination, dispute resolution, or governing law), the provision of the Agreement governs and this SLA shall not be read to create a separate or inconsistent obligation. Where this SLA contains operational or technical detail not addressed in the body of the Agreement (including Severity Levels, Response/Resolution Times, Availability targets, RPO/RTO, and Service Credits), this SLA governs on that subject matter.

**3.3** In case of any conflict between this SLA and the RFP (including Clauses 31 and 32 of Part B), this SLA governs as between the Parties, provided that no provision of this SLA may reduce a minimum Service Level, warranty obligation, or remedy prescribed by the RFP below the minimum stated therein.

# 4. Scope of this SLA

**4.1** This SLA applies to the entire Ecosystem delivered and operated by the Successful Bidder under the Agreement, including without limitation:

- Layer 1 – National AI Compute Infrastructure (accelerators, interconnect and networking fabric, compute host/control-plane/data-pipeline tiers, parallel storage, infrastructure monitoring and telemetry, and infrastructure-level backup/disaster recovery);
- Layer 2 – AI Platform & Model Stack (AI software and orchestration stack, sovereign AI language model, data pipelines, tiered public inference service, and enterprise hosting capability);
- Layer 3 – Resource Orchestration & Access (identity and access management, tiered access and quota administration);
- Layer 4 – Development & Deployment;
- Layer 5 – AI Marketplace & Adoption Ecosystem, including the NAIIH User-Facing Access Portal;
- Layer 6 – Analytics, Impact & Feedback;
- the Cross-Cutting Capabilities (security, governance & compliance, monitoring & logging, integration layer, interoperability); and
- the Primary and Disaster-Recovery Co-location Facilities, to the extent of the Successful Bidder's contractual responsibility for facility service levels under Clause 12.

**4.2** This SLA applies from the date of Operational Acceptance (for warranty and support obligations generally) and, for the specific obligations of Clause 6.2 (data-pipeline and sovereign-model support), continues through Sovereign-Model Acceptance, and thereafter for the full Managed Operations Term and any extension, save that certain facility-level and hardware-delivery obligations commence from Delivery Acceptance as specified in Clause 5.

# 5. Acceptance Framework and Commencement of SLA Obligations

Acceptance is staged to reflect that the Ecosystem is delivered in phases, with usable value produced over an extended period following physical installation. The warranty and comprehensive support obligations of this SLA commence at Operational Acceptance, not at Delivery Acceptance. (RFP Clause 31.1)

## 5.1 Delivery Acceptance

**5.1.1** “Delivery Acceptance” is achieved upon successful installation, interconnection, and commissioning of the supplied infrastructure, evidenced against the acceptance-criteria catalogue agreed under the Agreement.

### 5.2 Operational Acceptance

**5.2.1** "Operational Acceptance" is achieved upon the Successful Bidder demonstrating that the integrated Services (compute, storage, orchestration, software stack, management platform, and the parallel-track tiered inference service) are operational and meet their stated acceptance criteria.

**5.2.2** The warranty obligations of Clause 6 and the support and maintenance obligations of Clause 7 commence on the date of Operational Acceptance and the Successful Bidder remains fully bound through the subsequent data-pipeline and Sovereign-Model phase described in Clause 5.3.

### 5.3 Data-Pipeline and Sovereign-Model Operationalisation

**5.3.1** The Successful Bidder acknowledges that establishing data partnerships, ingesting and cleansing Urdu and local-language corpora, building production data pipelines, and fine-tuning the sovereign model constitute a defined operational phase extending for a material period beyond Operational Acceptance, throughout which the Successful Bidder shall remain fully engaged and bound.

**5.3.2** The Successful Bidder shall deliver a Sovereign-Model Operationalisation Plan with milestones for data-partnership establishment, corpora ingestion and cleansing, data-pipeline production readiness, fine-tuning, and evaluation, with target durations stated, and shall provide full support, maintenance, and engineering engagement throughout this phase under the Service Levels of this SLA until the sovereign model meets its acceptance criteria.

**5.3.3** "Sovereign-Model Acceptance" is achieved upon the Successful Bidder demonstrating that the fine-tuned sovereign model meets the agreed Urdu/local-context capability criteria and the full sovereignty-transfer obligations of the Agreement (weights, training code, and datasets, with full IP assignment).

**5.3.4** The tiered open-weight inference service shall be operated and supported in parallel from its earlier launch date, so that public value is sustained while the sovereign model is under development.

### 5.4 Phased Acceptance Plan

**5.4.1** The Successful Bidder shall provide, for the Company's approval, a phased acceptance plan mapping each of Delivery Acceptance, Operational Acceptance, Sovereign-Model Acceptance, and Final Operational Handover to measurable criteria and to the payment milestones of the Agreement.

## 6. Warranty

**6.1** The Successful Bidder warrants all supplied hardware, software, integration, and facility systems against defects and non-conformance for a warranty period of not less than [●] months commencing on the date of Operational Acceptance (the "Warranty Period").

**6.2** During the Warranty Period, the Successful Bidder shall, at no additional cost to the Company: (a) repair or replace defective hardware within the response and replacement times set out in Clause 10 (Hardware Replacement), including the provision of spares; (b) remediate software and integration defects, including by supplying updates, patches, and fixes; and (c) maintain manufacturer back-to-back warranty and authorised-channel support for all OEM components.

**6.3** The Successful Bidder's warranty obligations under this Clause 6 are without prejudice to, and additional to, its ongoing support and maintenance obligations under Clause 7, which continue for the full Managed Operations Term regardless of expiry of the Warranty Period.

## 7. Support and Maintenance

**7.1** The Successful Bidder shall provide support 24 (twenty-four) hours a day, 7 (seven) days a week, 365 (three hundred and sixty-five) days a year ("24×7×365") across all delivered Layers of the Ecosystem, with severity-tiered Response and Resolution in accordance with Clause 8.

### 7.2 Preventive and Scheduled Maintenance

**7.2.1** The Successful Bidder shall provide preventive and scheduled maintenance (including firmware, driver, and security-patch updates, and health checks) under a documented change-management process and within Maintenance Windows agreed in advance with the Company.

**7.2.2** Scheduled Maintenance shall not be counted as unavailability for the purposes of Clause 9, provided the notice and approval requirements of the definition of "Scheduled Maintenance" in Clause 2 are met. Emergency security patching required to address an active or imminent security threat may be performed on shorter notice, which the Successful Bidder shall give as soon as reasonably practicable.

### 7.3 In-Country Spares

**7.3.1** The Successful Bidder shall maintain an in-country spare-parts holding sufficient to meet the hardware-replacement Service Levels of Clause 10, with minimum stock levels for critical component classes stated in the Successful Bidder's support plan and subject to the Company's review.

### 7.4 Post-Go-Live Support Period

**7.4.1** The Successful Bidder shall provide a comprehensive post-go-live support and maintenance service under this SLA for the full Managed Operations Term, continuing community and skilling support consistent with the capacity-building obligations of the Agreement, and aligned with the transition-to-independence obligations of Clause 19 (Exit Management).

### 7.5 Single Point of Contact and Escalation

**7.5.1** The Successful Bidder shall operate a single point of contact ("SPOC") and a documented escalation matrix for all support across the integrated Ecosystem, consistent with the Successful Bidder's single-prime accountability under the Agreement, regardless of which consortium partner or subcontractor is responsible for the underlying component.

**7.5.2** The escalation matrix shall, at minimum, define escalation from the SPOC to a designated support lead, from the support lead to the programme manager, and from the programme manager to an executive sponsor of the Successful Bidder, with each escalation tier and its trigger conditions set out in the Successful Bidder's support plan approved by the Company.

### 7.6 Performance Reporting

**7.6.1** The Successful Bidder shall provide regular service-performance reporting against this SLA to the Company in accordance with Clause 14 (Monitoring, Reporting and Service Reviews).

## 8. Severity Classification and Response / Resolution Targets

**8.1** Every Incident shall be classified by the Successful Bidder, in consultation with the Company where practicable, into one of the four Severity Levels below, and shall meet not less than the Response Time and Resolution Time stated:

| Severity | Definition | Minimum Response Time | Minimum Resolution Time |
|---|---|---|---|
| Severity 1 – Critical | Complete outage or critical failure of a production Service (e.g. inference service down, cluster-wide failure, data-loss risk). | ≤ 15 minutes; continuous effort thereafter | ≤ 4 hours (resolution or workaround) |
| Severity 2 – High | Major degradation or partial outage; significant functionality impaired with no workaround. | ≤ 30 minutes | ≤ 8 hours |
| Severity 3 – Medium | Moderate impact; functionality impaired with an available workaround. | ≤ 2 hours | ≤ 2 Business Days |
| Severity 4 – Low | Minor issue, query, or cosmetic defect; no material service impact. | ≤ 1 Business Day | ≤ 5 Business Days |

**8.2** “Continuous effort” for a Severity 1 Incident means the Successful Bidder shall engage qualified engineering resources without interruption, including outside normal business hours, until resolution or an acceptable workaround is implemented, and shall provide the Company with status updates at intervals of not more than thirty (30) minutes until resolution.

**8.3** Where the Company disputes the Severity Level assigned by the Successful Bidder, the Company's classification shall apply pending resolution through the escalation matrix of Clause 7.5, and the Successful Bidder shall not delay its response pending that resolution.

**8.4** These targets apply to Incidents across all Layers of the Ecosystem, and are without prejudice to the more specific facility remote-hands Severity-1 response target of Clause 12.3.

## 9. Service Availability

**9.1** The Successful Bidder shall meet, for each service class, not less than the minimum Availability stated below, measured over each Measurement Period and excluding Excused Downtime:

| Service Class | Minimum Availability | Measurement Basis |
|---|---|---|
| Core platform & compute | ≥ 99.9% monthly | Excluding agreed Maintenance Windows |
| Tiered inference service | ≥ 99.9% monthly | Per-service measurement |
| AI marketplace portal | ≥ 99.5% monthly | Per-service measurement |
| Hosting facility (Primary and DR) | ≥ 99.982% annual | Facility-level (Tier III-class), per Clause 12 |

**9.2** Availability for each service class shall be calculated as: Availability (%) = [(Total Minutes in Measurement Period − Downtime Minutes) ÷ Total Minutes in Measurement Period] × 100, where “Downtime Minutes” excludes Excused Downtime.

**9.3** The Successful Bidder shall provide system-derived, independently verifiable Availability data to the Company for each service class, sourced from the monitoring and telemetry capability required under the Agreement (infrastructure monitoring under Layer 1 and service-level monitoring under Layer 6), and the Company shall have audit access to the underlying monitoring data at all reasonable times.

**9.4** Where the Successful Bidder's Proposal commits to Availability targets superior to the minima in Clause 9.1, the superior targets in the Proposal shall govern for the corresponding service class.

## 10. Hardware Replacement

**10.1** The Successful Bidder shall meet not less than the following minimum on-site hardware replacement targets, measured from the time of diagnosis of the fault, drawing on the in-country spares holding required under Clause 7.3:

| Component Class | Minimum Replacement Target | Basis |
|---|---|---|
| Critical components (accelerator node, storage, fabric) | On-site replacement ≤ 24 hours from diagnosis | From in-country spares |
| Standard components | On-site replacement ≤ 48 hours from diagnosis | From in-country spares |

**10.2** Where a hardware defect is diagnosed but the affected component remains covered by manufacturer warranty, the Successful Bidder remains responsible for meeting the replacement targets of this Clause 10 from its own spares holding pending any OEM warranty claim or replacement, and shall not treat OEM lead times as an excuse for missing a replacement target.

## 11. Backup, Disaster Recovery and Business Continuity

**11.1** The Successful Bidder shall provide a backup architecture for system state, configurations, datasets, and model artefacts, with defined retention, and infrastructure-level disaster-recovery mechanisms operating across the Primary and Disaster-Recovery facilities.

**11.2** The Successful Bidder shall meet not less than the following minimum RPO and RTO targets:

| Service Tier | Minimum RPO (data loss) | Minimum RTO (service restoration) |
|---|---|---|
| Critical services (sovereign model state, core platform, inference) | ≤ 15 minutes | ≤ 4 hours to the secondary site |
| Standard services (marketplace, developer, analytics) | ≤ 1 hour | ≤ 8 hours |
| Bulk / archival data | ≤ 24 hours | ≤ 24 hours |

**11.3** The Successful Bidder shall conduct scheduled disaster-recovery failover testing not less than annually, with documented results provided to the Company, and shall remediate any deficiency identified in such testing within a reasonable period agreed with the Company.

**11.4** Facility-level disaster recovery (siting, replication distance, and facility failover) is governed by Clause 12.4 (Colocation and Facility Service Levels); this Clause 11 addresses data and system-level protection operating across those sites.

## 12. Colocation and Facility Service Levels

**12.1** The Primary and Disaster-Recovery facilities shall each be certified to Uptime Institute Tier III, TIA-942 Rated-3, or an independently audited equivalent, for the constructed and operational facility (not design-only), and shall be concurrently maintainable (N+1 power and cooling), with any single power path, cooling unit, UPS, or generator maintainable or replaceable with zero IT-load downtime.

**12.2** Facility Availability shall be not less than 99.982% annually, as stated in Clause 9.1, with service-credit remedies for breach in accordance with Clause 16.

**12.3** The Successful Bidder (directly or through its named colocation partner, for whose performance it remains fully accountable) shall provide 24×7×365 on-site remote-hands and smart-hands support at both facilities, with a Severity-1 response of not more than one (1) hour.

**12.4** The Disaster-Recovery facility shall be located within Pakistan and separated from the Primary facility by a distance sufficient to survive a regional event while supporting the required inter-site replication, with the failover process and RTO/RPO governed by Clause 11.

**12.5** The facilities shall operate to a power-usage-effectiveness (PUE) target of not more than 1.5 (1.4 or better preferred), reported regularly to the Company, with transparent per-circuit metered power billing.

**12.6** Both facilities shall provide multi-factor physical access control, 24×7 manned security, mantrap or airlock entry, and CCTV with not less than 90 days' retention, and a dedicated locked cage or private suite physically segregated from other tenants.

**12.7** Facility hosting terms (renewal and price-escalation caps) and exit/decommissioning arrangements (secure equipment removal and certified data destruction, with no hostage-data or punitive exit fees) shall be as set out in the Agreement and Clause 19 (Exit Management) of this SLA.

# 13. Managed Operations

**13.1** Beyond the support and maintenance obligations of Clause 7, the Successful Bidder shall operate and run the entire deployed Ecosystem as a managed service for the Managed Operations Term, being a minimum of three (3) years commencing on Complete Operationalisation, extendable or renewable at the Company's sole option on the terms of Clause 18.

**13.2** The Successful Bidder shall, throughout the Managed Operations Term:

- operate and administer all Layers of the Ecosystem on a day-to-day basis – compute, accelerators, network/fabric, storage, container orchestration, software stack, and the cluster operations and management platform – to the Service Levels of this SLA;
- operate the tiered public inference service, the enterprise hosting capability, and the AI marketplace portal, including availability, scaling, and performance management;
- operate and continuously maintain the data pipelines on an ongoing basis – ingestion, cleansing, curation, and refresh of Urdu and local-context corpora – and support continued/iterative fine-tuning of the sovereign model under the Company's direction;
- perform tenant and user lifecycle administration across the beneficiary groups – onboarding, quota/credit administration, access control, and offboarding – under the Company's tiered-access and subsidy policies;
- perform capacity, performance, and availability management against this SLA, including monitoring, tuning, and proactive optimisation;
- operate security operations (monitoring, patching, incident response) and execute backup and disaster-recovery procedures across the Primary and Disaster-Recovery sites;
- perform incident, problem, and change management, with significant changes subject to the Company's approval through the governance gates of Clause 15;

- operate jointly with an embedded Company/in-country operations team from day one, progressively transferring operational responsibility so that the in-country team can assume operations by the end of the Term, consistent with Clause 19;
- operate under the governance and approvals of the Company, escalating decisions reserved to the Company under Clause 15.2 and acting on its directions; and
- provide regular operational reporting and service reviews to the Company under Clause 14 (utilisation, availability, incidents, adoption, and impact data).

**13.3** The managed-operations service shall be separately priced by the Successful Bidder as an annual (per-year) line item in the Financial Proposal incorporated into the Agreement, covering the full minimum Managed Operations Term and any optional extension years, so that the full-term operating cost is transparent.

**13.4** At the end of the Managed Operations Term (or any earlier non-renewal), the Successful Bidder shall maintain an orderly operational handover to the in-country team or a successor, with no service disruption and no hostage-data or lock-out, in accordance with Clause 19.

# 14. Monitoring, Reporting and Service Reviews

**14.1** The Successful Bidder shall measure, evidence, and report all Service Levels using system-derived data wherever possible, independently verifiable by the Company, and reported through the governance forums of Clause 15 at the cadence stated in this Clause 14.

## 14.2 Monthly SLA Performance Report

**14.2.1** The Successful Bidder shall provide a monthly SLA performance report covering, at minimum: Availability achieved per service class against target; Incidents by Severity Level and Resolution performance against target; hardware-replacement performance; backup/DR readiness (RPO/RTO met in tests); security patch compliance; preventive-maintenance adherence; and corrective actions taken.

## 14.3 Quarterly Service Review

**14.3.1** The Successful Bidder shall hold a quarterly service review with the Company's operations management forum, covering performance against this SLA, incidents, capacity, risks, and security.

## 14.4 Quarterly Executive Review

**14.4.1** The Successful Bidder shall hold quarterly executive service reviews with the Company's governance board, covering service outcomes, adoption and impact, financials, transition progress, and the forward plan.

## 14.5 Annual Service Review

**14.5.1** The Successful Bidder shall support an annual service review assessing the year's performance, value delivered, SLA compliance, and recommendations, which shall inform any extension decision under Clause 18.

**14.6** The Successful Bidder shall maintain transparent operational records, dashboards, and audit access for the Company across all governance forums referred to in this Clause 14.

# 15. Operational Governance, Change Management and Decision Rights

**15.1** The managed operations of Clause 13 shall be governed by a joint governance structure comprising an executive governance board (chaired by the Company), a programme/operations management forum, and a technical Change Advisory Board, with terms of reference agreed at contract start.

**15.2** Strategic, policy, sovereignty, pricing/subsidy, and security-classification decisions are reserved to the Company; routine operational execution rests with the Successful Bidder within agreed policies. The Successful Bidder shall not exercise any decision right reserved to the Company.

**15.3** The Successful Bidder shall submit all significant or high-risk changes (architecture, security posture, capacity, data handling, configuration baselines) to the CAB for the Company's approval before implementation. Emergency-change procedures with retrospective approval shall be defined in the Successful Bidder's change-management plan approved by the Company.

**15.4** The Company's reciprocal responsibilities – timely approvals, provision of the embedded in-country team, access and facilities, and decisions on reserved matters – are set out in the Agreement, so that the Successful Bidder's obligations under this SLA are matched by defined Company obligations.

## 16. Service Credits, Remedies and Escalation

**16.1** Without prejudice to the Company's other rights and remedies under the Agreement, a failure by the Successful Bidder to meet a Service Level under Clauses 8 (Severity/Response/Resolution), 9 (Availability), 10 (Hardware Replacement), 11 (RPO/RTO), or 12 (Facility) shall entitle the Company to a Service Credit calculated against the relevant service charge for the Measurement Period in which the breach occurred, scaled by severity and duration of the breach, as set out in the table below.

| Service Level Category | Trigger | Illustrative Service Credit | Cap (per Measurement Period) |
|---|---|---|---|
| Availability (per service class) | Availability falls below the Clause 9.1 minimum for that service class | [●]% of the monthly managed-operations fee attributable to the affected service class, per full percentage point of shortfall | [●]% of the monthly managed-operations fee |
| Severity 1/2 Response or Resolution | Response or Resolution Time exceeds the Clause 8.1 target | [●]% of the monthly managed-operations fee per breach | [●]% of the monthly managed-operations fee |
| Hardware Replacement | Replacement exceeds the Clause 10.1 target | [●]% of the monthly managed-operations fee per breach | [●]% of the monthly managed-operations fee |
| RPO / RTO | Actual recovery exceeds the Clause 11.2 target in a live incident or failed DR test | [●]% of the monthly managed-operations fee per breach | [●]% of the monthly managed-operations fee |

*Drafting note: exact Service Credit percentages, caps, and breach thresholds are, per RFP Clause 32, reserved to the Company to finalise during contract formation and are shown here as placeholders. The mechanism, triggers, and cap structure are fixed by this SLA; only the numeric values remain to be inserted.*

**16.2** Sustained or material underperformance against any Service Level shall trigger a performance-improvement process through the governance escalation of Clause 15, with an improvement plan and deadlines agreed with the Company.

**16.3** Persistent failure to meet a Service Level after the improvement period under Clause 16.2 shall escalate through the escalation matrix of Clauses 7.5 and 15 to executive/governance intervention, without prejudice to the Company's rights under the Agreement (including termination for default).

**16.4** Cumulative Service Level and KPI achievement over the Managed Operations Term is a material input to the Company's decision on any extension or renewal under Clause 18.

**16.5** Service Credits are the Company's remedy for the specific Service Level failures to which they apply, and are without prejudice to the Company's other contractual remedies, including in respect of matters not covered by a Service Credit.

# 17. Key Performance Indicators and Consequences of Performance

**17.1** This Clause 17 gives effect to Section 33 of Part B of the RFP, which draws a deliberate distinction between (a) Successful Bidder Performance KPIs, being matters within the Successful Bidder's control, which carry the contractual consequences of Clause 17.4; and (b) Programme Indicators, being programme-level outcomes dependent on market, policy, and demand factors beyond the Successful Bidder's control, which are monitored for the Company's oversight only and carry no penalty. These two categories shall not be conflated.

## 17.2 Successful Bidder Performance KPIs

| Category | Representative KPIs | Cadence |
|---|---|---|
| Operational Performance | Platform & compute availability vs. SLA; inference and marketplace service availability; % Incidents resolved within SLA target; MTTR (critical Incidents); security patch compliance; data-pipeline operational uptime; backup success rate and DR readiness; preventive-maintenance adherence | Monthly |
| Delivery & Milestone | % milestones delivered on schedule; sovereign model delivered and accepted on schedule; full sovereignty transfer completed; Urdu/local-context capability uplift vs. target; operational readiness at each phase gate | Quarterly / Milestone |
| Capability-Transfer & Service-Management | Personnel trained/certified; train-the-trainer cadre established; in-country operations readiness enabled; curriculum accreditation; community support delivered to agreed levels; reporting delivered on time and complete; corrective-action closure within agreed time | Quarterly / Annual |

## 17.3 Programme Indicators (Monitored Only)

**17.3.1** The Successful Bidder's sole obligation regarding Programme Indicators (inference and compute pricing position vs. international rates; subsidised-access uptake; active users/adoption by tier; third-party and sovereign-model usage; marketplace listings, transactions and investor connections; economic and sectoral impact) is to operate the enabling platform and to provide accurate, timely data and reporting. Underperformance of a Programme Indicator shall not of itself be attributed to the Successful Bidder unless shown to result directly from a failure of a Successful Bidder Performance KPI under Clause 17.2.

## 17.4 Consequences of KPI Performance

- Sustained or material KPI underperformance triggers a performance-improvement process under Clause 16.2, on breach, via the governance escalation of Clause 15;
- KPI breaches corresponding to the SLA service classes of Clauses 8–12 attract the Service Credits of Clause 16, applied per the relevant cadence;
- persistent failure after the improvement period escalates through the escalation matrix of Clauses 7.5 and 15 to executive/governance intervention; and

- cumulative Successful Bidder KPI achievement is a material input to the extension/renewal decision under Clause 18, assessed at the annual service review of Clause 14.5.

# 18. Commercial Protection and Anti-Lock-In

**18.1** All recurring charges (support, managed operations, subscriptions, licences) shall be held firm for the initial Term, with any escalation in extension years capped to a pre-agreed index-linked ceiling stated in the Agreement.

**18.2** The Successful Bidder shall guarantee continuity of all software subscriptions, licences, and entitlements required to operate the Ecosystem for the full Term and any extension, with no mid-term withdrawal of entitlements that would impair operation.

**18.3** Ownership of all configurations, scripts, documentation, runbooks, and bespoke developments created for the Company shall vest in the Company, and sovereign artefacts shall be owned by the Company, consistent with the IPR provisions of the Agreement.

**18.4** The Successful Bidder shall ensure the Company is not locked into the Successful Bidder for continued operation: open or documented interfaces at layer boundaries, portable data formats, and the exit provisions of Clause 19 shall together guarantee substitutability of the operator.

**18.5** Any extension or renewal of the Managed Operations Term shall be offered on terms no less favourable than the initial term (on a like-for-like basis), at the Company's sole option, with no renewal-conditional penalties.

**18.6** The Successful Bidder shall disclose, and shall not unreasonably restrict, all third-party dependencies (licences, subscriptions, support contracts) whose lapse could affect operation, and shall assign or enable their transfer to the Company on exit where permissible.

**18.7** No foreign-controlled licence check-in, remote disablement, or external dependency shall be capable of interrupting operation of the Ecosystem under the Company's control.

# 19. Exit Management, Transition Assistance and Operational Handover

**19.1** This Clause 19 consolidates the Successful Bidder's obligations on exit – whether on expiry, non-renewal, or termination – to ensure the Company, or a successor Successful Bidder or the in-country team, can assume full operation of the Ecosystem without disruption, loss of data, or dependence on the outgoing Successful Bidder. These obligations are binding and survive termination or expiry of the Agreement.

**19.2** The Successful Bidder shall maintain, throughout the Term, an up-to-date Exit and Transition Plan, refreshed at least annually and on request, describing how operations, knowledge, and assets will be handed over.

**19.3** On exit, the Successful Bidder shall: (a) transfer complete, current operational documentation, including architecture documentation, runbooks, operational playbooks, standard operating procedures, network and configuration diagrams, and known-issue registers; (b) transfer all configurations, infrastructure-as-code, automation scripts, operational tooling configurations, and baseline definitions required to operate the Ecosystem; (c) transfer all credentials, access rights, certificates, keys, and administrative control of all systems to the Company or its nominee, and revoke its own access on completion; and (d) transfer the source code, weights, datasets, and artefacts of all sovereign components, and provide escrow or documented continuity arrangements for any proprietary third-party components necessary for continued operation.

**19.4** The Successful Bidder shall export all Company and tenant data, models, and content in open, documented, non-proprietary formats, with verified integrity and completeness, and shall securely erase such data from its own systems thereafter.

**19.5** The Successful Bidder shall provide a defined transition-assistance period (minimum to be specified in the Agreement) during which it continues to operate and/or supports the incoming operator to maintain uninterrupted service, and shall cooperate fully with, and provide reasonable assistance and information to, a successor Successful Bidder or the in-country team, including knowledge-transfer sessions and parallel-running where required.

**19.6** The Successful Bidder shall impose no hostage-data, lock-out, or withholding of any kind; the Company's data, sovereign artefacts, and operational control shall never be contingent on payment disputes or any other leverage. No punitive exit, de-installation, or data-extraction fees shall be levied; any exit-related charges shall be limited to fair, pre-agreed, cost-based amounts stated in the Agreement.

**19.7** Exit is complete upon Final Operational Handover, certified against defined criteria confirming the Company or successor can operate the Ecosystem independently with no residual dependency on the outgoing Successful Bidder.

## 20. Force Majeure

**20.1** Where a failure to meet a Service Level under this SLA arises directly from an event of Force Majeure as defined in the Agreement, and the Successful Bidder has complied with the notification and mitigation obligations of the Agreement's Force Majeure clause, the corresponding period shall be treated as Excused Downtime for the purposes of Clause 9, and no Service Credit shall accrue in respect of that period to the extent the failure is directly attributable to the Force Majeure event.

**20.2** The Successful Bidder shall resume compliance with this SLA as soon as reasonably practicable following cessation of the Force Majeure event, and shall keep the Company informed of its recovery efforts throughout.

## 21. Review and Amendment of this SLA

**21.1** This SLA shall be reviewed at each annual service review under Clause 14.5, and may otherwise be reviewed at the Company's request following a material change in scope, technology, or operating conditions.

**21.2** No amendment to this SLA shall be effective unless made in writing and executed in accordance with the amendment provisions of the Agreement. No amendment may reduce a Service Level below the corresponding minimum prescribed by Clauses 31 and 32 of the RFP without the Company's express written agreement recording the specific justification for the reduction.

**21.3** Where the Company finalises any figure left as a placeholder in this SLA (including under Clause 6.1, Clause 16.1, or elsewhere) during contract formation, the finalised figure shall be inserted by written agreement of the Parties prior to execution of the Agreement, and shall thereafter form part of this SLA without further amendment procedure.

## 22. Miscellaneous

**22.1** Capitalised terms, notice provisions, assignment restrictions, confidentiality, indemnification, dispute resolution, and governing law applicable to this SLA are as set out in the Agreement and are not restated here.

**22.2** This SLA shall be read, construed, and enforced together with the Agreement as a single, integrated set of contractual obligations. This SLA shall take effect on the Effective Date of the Agreement and shall continue for the Term of the Agreement, including any extension of the Managed Operations Term.

# Execution

This Schedule is executed by the Parties as an integral part of the Agreement referred to in Clause 1.1 above, on the date of execution of the Agreement.

**Signed and stamped for & on behalf of the Company**

By: ______________________________
Title: ____________________________
CNIC: ____________________________
Date: ____________________________

**Signed and stamped for & on behalf of the Successful Bidder**

By: ______________________________
Title: ____________________________
CNIC: ____________________________
Date: ____________________________