



# Service Level Agreement

Submitted to: NEXT CAPITAL LIMITED

Valid from 1 May 2025 to 1 May 2026

Product: BackConnect

(Back-office and Online Trading Solution)

Contact:

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## Proposed Product Details

Client Information	
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Proposal Information	
Proposal Valid Until	1 May 2025 to 1 May 2026



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## 1. Executive Summary

As part of this proposal, we offer 12 months of support for the system currently implemented by Softech Systems for the customer. This support encompasses resolving any issues related to the functionalities delivered and developed by us during the implementation phase.

We offer the following:

- Availability during office hours.
- Resolution of technical and functional issues.

The following conditions are part of the Support Proposal:

- Support for all technical and functional issues mentioned in the scope.
- Prompt resolution of inquiries.
- Support for the customer during working hours (Monday to Friday, 9:00 AM to 5:00 PM Local time), (Excluding 1 hour lunch / Prayer Break at 1 pm).
- Saturdays, Sundays, and national holidays will be observed as non-working days.
- Conduct root cause analysis upon request, including a detailed report on the issue and the necessary efforts to fix or prevent it in the future.

Softech Systems ensures a structured escalation process for addressing issues that require immediate attention or prioritization.

## 2. Support Scope

This section of the document covers support for the system components mentioned in the scope for duration of Twelve (12) months.

This support is for the components and functionalities provided as under:

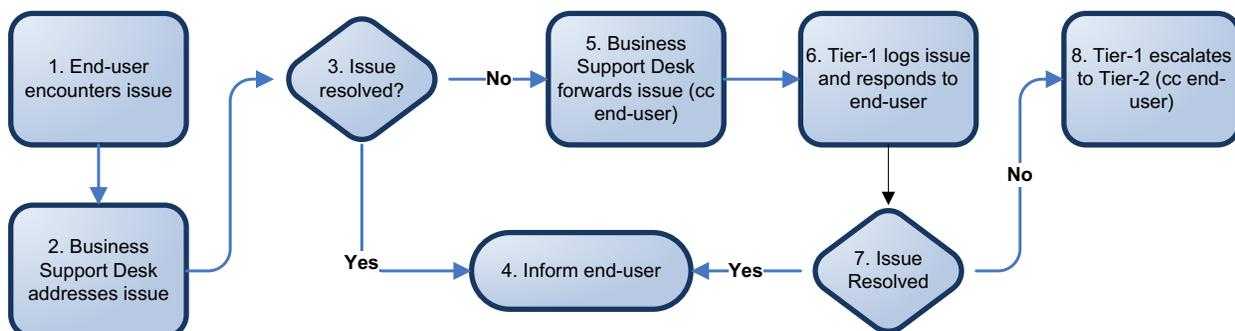
Backoffice

**Scope:**

S. No	Items
1	BackConnect BackOffice and MMF Module
2	Eclipse Desktop and Mobile Trading Solution Android & IOS
3	Local RDA

All modules or functionality developed separately as a change request and not part of the initial installation of the system are not automatically included in this SLA, unless they are specifically included through additional SLA payment.

## 3. Support Engagement Process



## 4. Levels of Support

The customer will provide Front-end support to their end-users (general public), and Softech Systems will provide Back-End Support to the customer on an as-required basis.



## Front-End Support Provided by the Customer to its End-Users

The customer will provide first-level functional and technical support to its application users. This support will include:

- Receiving and screening user calls.
- Incident reporting and tracking.
- Database problem investigation and resolution of documented issues.
- Assistance with installation.
- Problem isolation and identification.
- Diagnosis and resolution of issues.
- Distribution of replacement media, minor updates, or maintenance releases, if applicable.

## Back-End Support Provided by Softech to the Customer

Back-end Support encompasses all efforts necessary to resolve application issues that fall outside the scope of Front-end Support. This may include, but is not limited to:

1. Identifying defective software source code and addressing general system shortcomings.
2. Providing corrections, workarounds, fixes, and/or system updates to resolve system errors.
3. Resolving understanding issues with the system, data and results

The customer will make reasonable efforts to provide Softech Systems with sufficient information to replicate or identify the system error, with the understanding that if an error cannot be replicated or seen, then it cannot be resolved. Softech Systems will adhere to the following guidelines during problem resolution, with time measurement beginning upon initial contact from the customer.

## 5. Assumptions / Exclusions

### Assumptions for the Proposed SLA Proposal

#### Change Requests

- Any changes or enhancements to the existing system will be treated as a Change Requests and charged separately.

#### Support required due to Operational Mistake:

- If support is required and the issue is determined to be caused by an operational error (e.g., interruptions in Day End/Day Start processes, incorrect system setup data, incorrect data input, accidental data deletion, data modification, corruption or other DBA errors, incorrect sequence of operations, or any other error by the customer operations and administration staff, then the effort will be billed at the hourly rate outlined in the payment terms under the Change Request (CR) section.
- In case data discrepancy is due to an application bug, it will be fixed under support agreement.

#### Offsite Support

- Softech Systems will provide support through offsite resources from Lahore. Onsite engagement, if required, will be discussed and mutually agreed upon, with charges applied according to the payment terms, and including all travel-related costs.

#### VPN Access / Server / Database Access

- The customer is responsible for providing remote VPN access to the servers and environments to address support issues. Either the customer will provide access to the LIVE SERVER, or else the customer will provide access to the TEST SERVER with a copy of the live database, in such a way that the error can be reproduced and is visible on that server. The customer is free to change / mask customer names and any other confidential data before exposing to Softech Systems.
- Alternately, the customer can send a backup copy of the database to Softech Systems for troubleshooting and issue resolution at Softech premises, if issue resolution is possible in this mode
- If customer provides live server and live database for support, troubleshooting, bug fixing and data correction then it is the customer's responsibility to backup the database before providing to Softech Systems.



- In any case, Softech Systems is responsible for the confidentiality of customer data.

### Onsite Venue

- If onsite presence is required, the customer will provide an appropriate venue on their premises.

### Source Code Modifications

- Any modifications made by the customer to the provided source code will void the warranty and SLA support agreement. Softech Systems will not be responsible for any issues arising from these changes. Softech Systems cannot support systems with unknown modifications to the source code.

### Environment Management

- Softech Systems will support 2 environments – (1) UAT/Staging/Testing, and (2) Production. Any error or issue in either environment will be supported.

### Data Migration and Correction

- Data correction or migration required due to customizations or other needs for existing processes will be charged as per the payment terms under CR.

### Security and Management

- Softech Systems will continue to ensure the overall security and management of the software ecosystem, following its established practices.

### Support Commitment and Unavoidable Circumstances

- Softech Systems will make every reasonable effort to meet the response times specified. However, external or unavoidable factors such as internet outages, hardware failures, or force majeure events may impact response times.

### Client-Managed Database

- If the Client opts not to avail database services from Softech Systems, all database optimization, tuning, and maintenance shall be the responsibility of the Client's Database Administrator (DBA).

## 6. Out of Scope Items

The following items are considered outside the scope of this support and will not be covered under the current agreement:

### System Enhancements and Customizations

- Enhancements, customizations, or automation requests beyond the scope of support.

### Regulatory Changes / Changes in the processes of the Stock Exchange, Clearing, Settlement and Depository Systems and any other external agency or system

- All mentioned changes are beyond the scope of support

### Environment Setup

- Installation of the operating system and database software or any other base system, which is not a part of the software system provided by Softech Systems
- Creation of any new environment for the application other than the two supported environments Live and UAT.

### New Documentation and Training

- Preparation of new ongoing training manuals or functional/technical documentation related to the existing system.
- Repeated / ongoing user training unless explicitly stated in the scope.



Documentation or manual and training have already been provided upon initial client onboarding.

### Code and Data

- Code re-engineering of existing customizations.
- Data correction or migration within the existing system.

### System Upgrade and Migration

- System upgrades or migrations between environments.

### Unrelated Functionalities

- Resolution of issues for functionalities not developed by Softech Systems.

### Hardware and Licensing

- Installation or maintenance of physical hardware.
- Third-party licensing fees for tools or software.

### Disaster Recovery and Support Availability

- Disaster Recovery (DR) site setup and support is not the part of the support scope
- Any recovery process from any disaster is also not a part of the support scope

### Audits and Compliance

- The software system already provides standard audit / compliance features
- Any additional compliance or regulatory audits, if required by the regulators will be charged as a change request.

## 7. Service Availability

Availability Requirement	Details
Uptime Commitment	99.5% uptime during business hours (Any error in some particular function of the system is not considered as downtime of the system)
Business Hours	9 AM to 5 PM (local time), Monday to Friday, excluding public holidays
Planned Maintenance	72-hours prior notice

Contact Method:

WhatsApp Group (within the business hours)
Email (within the business hours)
Phone

Response time:

Response Times and Resolution Severity Level	Description	Response Time	Resolution Time OR ETR
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<b>Critical (Severity 1)</b>	<b>Complete system outage or critical failure</b>	<b>30 minutes</b>	<b>2 hours</b>
<b>High Priority (Severity 2)</b>	<b>Major functions partially affected, but not a complete outage and restrict the system's readiness for the next business day</b>	<b>1 hour</b>	<b>4 hours</b>
<b>Medium Priority (Severity 3)</b>	<b>Issue or functionality affecting a particular user or group of users and does not impact the broader system functionality or other users.</b>	<b>3 hours</b>	<b>2 business days</b>
<b>Low Priority (Severity 4)</b>	<b>Minor issues or cosmetic defects</b>	<b>1 business day</b>	<b>6 business days</b>

## 8. Escalation Process

Severity Level	Escalation Process	Escalation Time
<b>Critical (Severity 1)</b>	<b>Escalate to higher management</b>	<b>If the issue stays unresolved till the resolution time</b>
<b>(Severity 2, 3, 4)</b>	<b>Escalate to next level of support (Team Lead / Business Unit Head) Escalate to higher management</b>	<b>If the issue stays unresolved till the resolution time If the issue stays unresolved till 4 X the resolution time</b>

## 9. Client Responsibilities

Client Responsibility	Details
<b>Timely Feedback</b>	<b>Client must provide feedback or approval within 1 business day</b>
<b>Access to Systems</b>	<b>Ensure access to servers or systems for troubleshooting</b>
<b>Data Backup</b>	<b>Client must ensure data backup before any system changes or provision of system for troubleshooting</b>
<b>History Logs</b>	<b>Client will maintain history logs for at least 7 days.</b>

## 10. Termination and Remedies

Termination Condition	Details
<b>Termination Clause</b>	<b>90 day's notice required from either party</b>
<b>Continuous Breach</b>	<b>Every SLA breach event must be communicated to Softech formally via email within 24 hours. If service levels are not met for 3 consecutive months, the client can terminate with no further financial obligation.</b>



## 11. Terms Definition:

### Critical (Priority: Critical | Severity: 1)

- **Definition:** A critical system or application outage causing a total loss of business functionality. No workaround is available.
- **Examples:**
  - Database crashes.
  - Issues halting two or more major business operations simultaneously.
  - No user can access the system.
  - Major group of users cannot access the system.

### High Priority (Priority: High | Severity: 2)

- **Definition:** System or application issue causing partial outages of major functions. These issues do not cause a complete outage but restrict the system's readiness for the next business day. No workaround is available.
- **Examples:**
  - Major functions partially affected.
  - Operations critical for end-of-day or next-day readiness are impaired.
  - Reporting or content issues affecting key processes.

### Medium Priority (Priority: Medium | Severity: 3)

- **Definition:** An issue that impacts a single user or small group of users without affecting the overall functionality of the system. A workaround is available.
- **Examples:**
  - Functionality impacting specific users or groups.
  - Data-related issues requiring analysis.
  - General technical or policy inquiries.

### Low Priority (Priority: Low | Severity: 4)

- **Definition:** Minor issues or cosmetic defects that do not impact system functionality or operations.
- **Examples:**
  - Minor UI glitches.
  - Cosmetic design issues.

This alignment ensures that Priority Levels correlate with Severity Levels, reflecting the impact and urgency of the issue on business operations.

**Resolution time:** Resolution Time refers to the total duration required to fully resolve an issue and restore the affected service to its normal functionality.

**ETR:** Estimated Time to Resolve (ETR) refers to the projected timeframe provided for addressing and resolving a reported issue or service request.

**Response time:** Response Time refers to the time it takes a service provider to respond to an inquiry or request from a client

## 12. General Description

Softech Systems will be available for support via email, telephone, or mobile, five days a week, from Monday to Friday, between 9:00 AM and 5:00 PM. This excludes public or gazetted holidays, Softech Systems will provide skilled professionals to assist in resolving issues. If required, on-site visits to the customer can be scheduled to provide support as per the conditions in the payment terms, with the necessity for such visits determined on a case-by-case basis.

While Softech Systems commits to deploying its best efforts and resources to achieve the desired outcomes, no warranties—expressed or implied—are made regarding the successful implementation of the software.



We acknowledge that factors beyond the software itself may influence the effectiveness of the implementation.

The customer agrees not to offer or attempt to offer employment to any Softech Systems employees, whether directly involved in the assignment or otherwise, during the assignment period and for one year following its conclusion.

The contact information for Softech Systems is provided below. Softech Systems reserves the right to update the designated contacts by providing written notice to the customer's specified contact point.

## 13. Change Control Process for any Change Requests

All modifications or enhancements to the system will be managed through the Change Control Process, as outlined below:

### Purpose of the Change Control Process

The Change Control Process ensures a standardized and optimized approach for evaluating, testing, and implementing new components or enhancements to existing system components during the term of this maintenance agreement.

### Procedure

- **Initiating a Change Request**

- Any requested changes will be documented using a Change Request form.
- The form will detail the requested change, the reason for it, and its potential impact on the system.
- The Head of IT of the customer will submit the completed Change Request form to the Business Unit Head of Softech Systems.

- **Review and Approval**

- The Business Unit Head will review the submitted Change Request and either approve it for further analysis or reject it.
- Associated costs will be charged as per the payment terms.

- **Approval and Implementation**

- If both parties agree on the scope, and timeline, the Change Request form provided by Softech Systems will be signed by both Softech Systems and the customer for Approval for the change.

This process ensures clear communication and mutual agreement before implementing any changes to the application, with all modifications completed within the agreed timeline.

## 14. Change Requests and Scope Adjustments

- Any item not explicitly mentioned in the scope will be treated as out of scope and charged separately.
- Changes agreed upon after meetings will be estimated and charged separately.
- Major process changes, such as workflow modifications, custom logs, or new feature development, will be charged on an hourly rate via a Change Request (CR).
  - The scope, effort, and cost of any CR will be mutually agreed upon by the customer and Softech Systems.
  - Softech Systems will follow a standard software development methodology, including development, testing, impact assessment, and rollout, for all change request.
  - Resources handling change request will be separate from the support team to avoid overburdening.

This ensures clarity regarding the scope and outlines additional work requiring separate agreements.

### Payment Terms:

Onsite Resource Visit (Out of City):



The Customer will arrange and provide the following at its expense:

1. Economy class return air tickets for Softech Consultants' trips outside Lahore
2. Reasonably furnished Lodging and boarding, with internet connectivity
3. Softech Standard Daily Allowance
4. Local transportation in customer city
5. On-Site Work Charges at Softech Standard Per Day Rates

**On-site Resource Visit (within city):**

If Softech's team is required to travel to a client site within Lahore for support, or any other necessary purpose, then it will be charged as per On-Site Work Charges at Softech Standard Per Day Rates

**15. Payment Structure:**

Revised SLA Cost: PKR 1102557/-

Change Request Cost:

Details	Cost (PKR)/ Man-Day
Change Request	PKR 22500/-

**16. Approval:**

Softech Systems	NEXT CAPITAL LIMITED
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: