

COMPREHENSIVE SUPPORT AND MAINTENANCE

SERVICE LEVEL AGREEMENT

BETWEEN

BERHAN BANK S.C.

Bole Sub City, Wereda 03,

Bole Bridge,

TK building, Ethio-China Road

Tel: +251 11 663 0127

P.O.Box: 1110

ADDIS ABABA

(Hereinafter referred to Berhan Bank)

AND

Trans Business Machines Ltd,

Solution tech Place 6th Floor

Tel: +254 709893000

P.O Box 10069-00100 Nairobi,

(Hereinafter referred to as TBM)



Berhan Bank S.C		TRANS BUSINESS MACHINES LTD	
AUTHORISED CALLERS		TBM ENGINEERS	
		HELP DESK	07099893102
Coverage: 24 hours: 24 Hours a day 7 Days a week including public holidays as per Back to Back agreement with OEM (IBM)			
Commencement Date: 15 th September 2025			
End Date: 14 th September 2027			
Contract Period: 2 Years			

MAINTENANCE TERMS AND CONDITIONS

TBM provides Maintenance Service for Machines, located in Ethiopia, according to the terms and conditions herein.

Berhan Bank represents that it is either the owner of the Machines for which it requests service, or that it is authorised by the owner to request service for such Machines.

1 DEFINITIONS

Base Maintenance Period means the period from 08:00 to 17:00 hours, Monday to Sunday inclusive.

Business Day means any day other than a Saturday, Sunday or a public holiday.

24 Hr cover Means 24 hrs a day, for all days including weekends and public holidays

Berhan Bank means the person, company or firm identified as such in the Agreement.

TBM means Trans Business Machines Limited.



Machine means a machine (including its elements) or feature, as detailed in the appendix 1
Notice means notice as described in the clause herein entitled 'Notices'.

2 INTRODUCTION AND ENTIRE AGREEMENT

- 2.1 The headings of the clauses herein are for reference purposes only and shall not be considered in construing the content thereof.
- 2.2 When the context so requires, the singular shall include the plural, references to gender shall include the other genders, and references to a person shall include references to a juristic person.
- 2.3 These terms and conditions and any terms in the applicable Supplement exclusively govern the provision of services by TBM to Berhan Bank.
- 2.4 These terms and conditions constitute the entire Agreement between the parties and shall supersede all representations, proposals or prior agreements, oral or written, and all other communications between the parties relating thereto, and regardless of any other or additional terms stated or referred to in the Berhan Bank's request for such services.
- 2.5 No Agreement shall be varied, except in writing, by persons authorized to sign Agreements on behalf of Berhan Bank and TBM.
- 2.6 Variations to the Schedule of Machines.
'No agreement shall be varied, except in writing, by persons authorized to sign Agreements on behalf of the Berhan Bank and TBM.

3 MAINTENANCE SERVICE

- 3.1 Maintenance Service, at the applicable charge(s), is provided by TBM upon request from Berhan Bank, for Machines, in accordance with the terms and conditions herein.
- 3.2 Health checks where requested by IBM and delegated to TBM for delivery
- 3.3 TBM's response time outside of normal working hours will be in accordance to the IBM agreement with Berhan and as per call severity level.
- 3.4 In case of system malfunction TBM will work with IBM to implement any given action plan to resolve the Berhan Banks problem jointly to ensure the Berhan Bank is up and running with minimal down time.
- 3.6 This maintenance service is provided alongside IBM Annual Maintenance contract with TBM performing tasks as directed by IBM.
- 3.6 Where the IBM given action plan includes part replacement, TBM will replace faulty parts with quality parts from the vendor



21

- 3.7 TBM will ensure only qualified engineers will be engaged in support of the IBM equipment
- 3.8 TBM is responsible with availing skilled and competent personnel at all times when working on the Berhan Bank's equipment.
- 3.9 Equipment that is not previously covered by this agreement that Berhan Bank wishes to add to this agreement will require amendments to this contract and adjustments to the charges.

4 MAINTENANCE PERIOD

- 4.1 The Maintenance Period is a period of hours and days during which maintenance is available, and is from Monday to Sunday 24 hours a day seven days a week including public holidays.

5 SERVICE LEVELS

5.1 Response time

Service levels and response time are as per the definitions from IBM annual maintenance agreement. TBM will avail resources to attend calls and implement action plans as they are assigned by IBM

5.1.1 Emergency Calls (Critical – System down Situation)

Maximum response time will be as provisioned by IBM.

5.1.2 Non-emergency Calls (Major- System, in operation but with possibility of degradation)

Maximum response time will be as provisioned by IBM.

5.1.3 Non-emergency Calls (Minor - No impact on system operation)

Maximum response time will be as provisioned by IBM.

Severity	Impact	Response Goal
Critical	Critical business impact	As per IBM AMC
Major	Significant business impact	As per IBM AMC
Minor	Some business impact	As per IBM AMC



87

6 BERHAN BANK RESPONSIBILITIES

6.1 Berhan Bank agrees to:

- 6.1.1 Maintain a suitable operating environment for the Machines, as specified by IBM
- 6.1.2 Follow the problem determination and problem analysis procedures specified by IBM
- 6.1.3 Provide TBM with full and safe access to Machines which are subject to On-Site Service, and TBM undertakes to comply with any reasonable Berhan Bank security requirement;
- 6.1.4 Ensure the equipment is handled by technically competent personnel;
- 6.1.5 Take appropriate safeguards to avoid damage during the Maintenance Service Contract to, and to protect the license integrity of, all programs, programming and data.
- 6.1.6 Clearing, Local tax and charges handling and payments of all replacement parts and ensuring the parts are availed at the equipment site where to be replaced

7 CHARGES AND PAYMENT

Berhan Bank undertakes to pay for Maintenance Service as specified herein:

7.1 Charges

Charges for Maintenance Service are specified on clause 26 below.

7.2 Configuration Changes

Changes by Berhan Bank, to the configuration of a Machine, may result in an adjustment to the maintenance charges. E.g., any future upgrade including additional processors, Memory, hard disks etc.

7.3 Payment Period

Payment will be made annually in advance, and will include payment for both local support and for IBM Support in single invoice from TBM. The price quoted does not include Local Tax, Charges, import duty of replacement parts and clearing charges of the same

7.4 Increase in Charges

TBM pricing excludes all taxes. Any new equipment added into this contract will have a variation in pricing only at the beginning of the next year.

8 START OF MAINTENANCE SERVICE

8.1 Machines

Maintenance Service for a Machine will commence on the day specified in this agreement.



81

9 WITHDRAWAL AND TERMINATION

- 9.1 Either party reserves the right to terminate this agreement on giving 1-year notice. During the tenure of the notice period, the payments for any period that may exceed the quarter in which the notice was issued shall be calculated and paid on pro rata basis.
- 9.2 Should either party hereto commit a breach of any term of this Agreement and fail to remedy that breach within 30 (thirty) days (or in the case of non-payment 14 (fourteen) days) after receipt from the other party of a Notice requiring such breach to be remedied, then the party who sent such notice shall be entitled, in addition to, and without prejudice to any other right which that party may have as a result of that breach, either:
- 9.2.1 To enforce the performance of the terms of the Agreement; or
- 9.2.2 To cancel the Agreement and recover such damages as that party may have sustained, subject to that applicable limits specified herein.
- 9.3 If either party shall have ceased business or is placed under a provisional or final winding up or judicial management order (whether compulsory or voluntary), then the other party may immediately terminate the Agreement upon Notice.
- 9.4 The rights and obligations of the parties which expressly or by implication are intended to survive and continue after expiration or termination of this Agreement shall so survive and continue for any reason whatsoever, and shall bind the parties and their successors and assigns.
- 9.5 Berhan Bank may withdraw a Machine from Maintenance Service upon Notice of 1 year to TBM provided such Machine has been under Maintenance Service for at least 4 (four) months.
- 9.6 The withdrawal after the first day of a month of a Machine, for which charges are invoiced annually, will only be effective on the first day of the following year.

10 LIMITATION OF LIABILITY

- 10.1 Neither party shall be liable to the other for any special, indirect or consequential damages or loss, including, but not limited to, third party claims, loss of revenue or profits (whether in contract or delict, including negligence), whether or not this was contemplated by the parties, and even if either party has been advised of the possibility of such damages or loss.
- 10.2 Except as expressly provided in these terms and conditions, all warranties (express or implied, statutory or otherwise) are excluded.
- 10.3 The warranties herein are in lieu of all other warranties (express or implied).
- 10.4 TBM's entire liability to Berhan Bank arising out of a breach of any of its part in the terms of this contract, will be limited to the part damaged or which is the subject matter of the cause of action or which is directly related to the cause of action or to a maximum of USD 10,000 for that specific machine. Such charges will be those in effect for the specific Machine when the cause of action arose.



11 RISK OF LOSS

When any Machine is in TBM's possession, TBM shall only be responsible for any loss of or damage to such Machine, if such loss or damage is caused by the negligence of TBM. For the avoidance of doubt, Berhan Bank shall insure its goods whilst they are on TBM's premises or premises under the day-to-day control of TBM for the purposes of this Agreement. Likewise, TBM shall be insured against loss or damage to any machine or component belonging to the Berhan Bank.

12 SAFETY

TBM will inform Berhan Bank if in TBM's opinion the provision of Maintenance Service would involve a safety hazard. TBM shall not be responsible for failure to provide maintenance in such circumstances.

13 SUBCONTRACTING

Either party shall not assign, subcontract or otherwise transfer any of its rights or obligations hereon without the prior written consent of the other, which shall not unreasonably be withheld.

14 OTHER TBM SERVICES

Maintenance Service and parts are not provided under these terms and conditions if such Service or parts are required as a result of:

- 14.1 Improper use of Machines or failure to continually provide a suitable environment, as specified by IBM manuals;
- 14.2 alterations to a Machine, causing a deviation from the Machine specifications and/or design, except if performed by TBM or IBM
- 14.3 attachments, including any interconnection to the Machine, of equipment and devices which are not supplied by TBM or IBM or its appointee, and which cause a material deviation to the design specifications for such Machine or which result in additional maintenance requirements, except if such attachment(s) was made with the written consent of TBM or IBM;
- 14.4 conversion from one Machine model to another, or the installation or removal of a feature, when such activity has not been performed by TBM or IBM, except as provided for in terms of clause 3.11 hereof;
- 14.5 the use of non-IBM approved supplies, resulting in additional maintenance requirements;

15 NOTICES

- 15.1 the addresses and/or facsimile numbers contained in The parties choose for the purposes of this clause, the agreement. Either party may change its address upon notice to the other party.
- 15.2 Any legal process to be served on either party will be served on it at its address referenced in clause 17.1 hereof and it chooses that address as its domicilium citandi et executandi for all purposes under an Agreement.



- 15.3 Unless otherwise agreed by the parties, any notice to be given to either party in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by facsimile or electronic device shall be regarded for this purpose as having been given in writing.
- 15.4 Any notice to either party which is sent by registered post in a correctly addressed envelope to its address referenced in clause 17.1 hereof shall be deemed to have been received, within 10 (ten) Business Days from the date it was posted, unless the contrary is proved.
- 15.5 Any notice, which is delivered by hand to either party at the address referenced in clause 17.1 hereof, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during normal business hours.
- 15.6 Any notice by facsimile or other electronic device to either party at the facsimile number or physical address referenced in clause 17.1 hereof shall be deemed, unless the contrary is proved, to have been received within 4 (four) hours of transmission if it is transmitted during normal business hours or within 4 (four) hours of the commencement of the first Business Day after it is transmitted if it is transmitted outside those business hours.

16 CONFIDENTIALITY

- 16.1 Either party agrees that it shall, subject to the clause 17.2 hereof, ensure that it and its associated companies and their respective officers and employees shall keep confidential, both during and after the duration of the Agreement, all information which:

Consists of any of the commercial secrets of the other party; or

- 16.1.1 Consists of any other information of a confidential nature belonging to, or connected with, the other party and its activities, and designated by such party as confidential; and undertakes not to disclose any of such information to any third party without the prior written permission of the other party except as required by any applicable law or government regulation, and provided that each party may disclose the Agreement on a confidential basis to its public accountants, attorneys and financial advisors and/or lenders.
- 16.2 Neither party shall be required to keep confidential any information, which is, publicly available, is independently developed by either party outside the scope of the Agreement, or is rightfully obtained from third parties. In addition, neither party shall be required to keep confidential any concepts nor techniques relating to information processing submitted to either party or developed during the course of an Agreement by TBM personnel or jointly by TBM and Berhan Bank personnel.
- 16.3 This clause is severable from the rest of this Agreement and shall remain in effect if this Agreement is terminated.

17 DOMICILIUM CITANTI ET EXECUTANDI

- 17.1 The following addresses as referred in various parts of this agreement have been hereof chosen by the respective parties as their domicilium citandi et executandi for all purposes of this Agreement.



Trans Business Machines Ltd

Solution Tech Place 6th floor
P.O. Box 10069-00100 Nairobi.
Tel: +254 (0) 20 2731263
Fax: +254 (0) 20 2734702 and

BERHAN INTERNATIONAL BANK,

Bole Sub City, Wereda 03,
Bole Bridge,
TK building, Ethio-China Road

18 VIS MAJOR

18.1 Neither party shall have any claim against the other party arising from any failure or delay in the performance of any obligation of either party under an Agreement, caused by an act of vis major which includes but is not limited to, acts of God, fire, rain, smoke, electrical power fluctuations, vandalism, flood, lightning, war, strike, lockout, industrial dispute, shortage of materials, utilities, machinery or equipment, transport or facilities, government action, laws or regulations, riot, terrorism or civil disturbance, defaults, delays or discontinuance on the part of suppliers of products, programs and/or services, or on the part of independent contractors, or circumstances or factors beyond the reasonable control of the non-performing party, and to the extent that the performance of obligations of either party herein, is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

18.2 Each party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of vis major. If the parties fail to agree within 60 (sixty) days of the act of vis major first occurring, either party may thereafter terminate the Agreement with immediate Notice.



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19 PARTIAL INVALIDITY

If any provision herein shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

20 WAIVER

The failure by either party to enforce any provision herein or to exercise any right herein shall not in any way affect the right of either party to require performance of the provision or to exercise the right at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

21 GOVERNING LAW

The laws of the Federal Republic of Ethiopia will govern this Agreement.

22 LEGAL COSTS

All legal costs as between attorney and his own client, charges and disbursements and fees of a like nature, incurred by either party in successfully enforcing or defending any of the provisions herein, or any claim therein, shall be dealt with in accordance with clause 24.4 herein.

23 SUCCESSION

This Agreement shall be binding upon the successors in title, assigns, administrators, executors and heirs of either party.

24 CONSENT TO JURISDICTION AND DISPUTE RESOLUTION

24.1 All disputes shall be referred to the agreed arbitrator especially disputes of a technical nature, may be referred to arbitration on the terms set out below or through the arbitration laws of Kenya.

24.2 The arbitration shall be conducted by a single arbitrator, at a place and time to be determined by him, who shall be selected by agreement between the parties. At all times every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

24.3 Upon every or any such reference, the costs of, and incidental to the reference and award, shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall be a bar to that party subsequently instituting legal proceedings in respect of the same matter in any court of law.

24.4 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.



24.5 The arbitration shall be held in Addis Ababa in accordance with procedures to be determined by the arbitrator. The arbitration shall be conducted in an informal and summary manner and shall be held as quickly as possible with a view to its being completed within thirty days of the appointment of the arbitrator.

24.6 This clause shall constitute the irrevocable consent of the parties to the arbitration proceedings in terms hereof, and neither of the parties shall be entitled to withdraw there from or to claim at any such arbitration proceedings that they are not bound by the arbitration provisions of this Agreement.

24.7 This clause is severable from the rest of this Agreement and shall remain in effect if this Agreement is terminated.

25 PROBLEM ESCALATION

TBM Help Desk

Agrippina Khasandi +254 709893000 – Helpdesk@tbm.co.ke

Engineers

Paul Wambugu +254 721259649 - pwambugu@tbm.co.ke

Morris Wambua +254 709893000 - mwambua@tbm.co.ke

Escalation (TBM) Management

Service Delivery Manager

Luke Thambu +254 720803063 – lthambu@tbm.co.ke

Business Development Director

Davies Maina +254 722 527522 - dmaina@tbm.co.ke

Problem Escalation to IBM

SEVERITY LEVEL DEFINITION CRITERIA AND RESPONSE TIME

Severity Level	Further Edition
Severity 1	Critical situation/System Down - Business critical software component is inoperable. - usually applies to production environment - Critical interface has failed



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Severity 2	Severe Impact: A software component is severely restricted in its use, causing significant business impact
Severity 3	Moderate Impact: A non-critical software - component is malfunctioning, causing moderate business impact
Severity 4	Minimal impact: A non-critical software component is malfunctioning, causing minimal impact, or a non-technical request is made

26 PRICING

Support for New Equipment – Annually in advance

2 YEAR SUPPORT FOR NEW EQUIPMENT - (EXCLUSIVE OF ALL TAXES) - USD			
Support for New Machines Year 1	1	USD: 58,567.31	
Support for New Machines Year 2	1	USD: 61,410.99	
Total Support for 2 years		USD: 119,978.3	

This figure covers remote and local support and are inclusive of service after warranty for equipment whose warranty has expired. Addition of equipment to this contract will lead to adjustment to the charges.

27 CONTRACT VALIDITY

This maintenance agreement shall commence from 15th September 2025 and expire on 14th September 2027 Both parties if they so wish may renew the agreement on expiry.



28 SIGNING

Trans Business Machines Ltd

Trans Business Machines Ltd

[Signature]
Director

[Signature]
Witness

2-12-2025
Date

2-12-2025
Date

DAVIES MANA
Name (type or print)

DANIEL NGOCI
Name (type or print)

Seal / Stamp: ...



BERHAN INTERNATIONAL BANK

BERHAN INTERNATIONAL BANK

Tamru Behagu
Director - Supply Chain & Contract
Management Department

[Signature]
authorized signatory

Solomon Yazerew
Witness signature

Date

Date



Appendix1

EQUIPMENT AND SOFRTWARE LIST COVERED



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Type	Serial	Product Description	Service description	Service level	QTY	Charge Start Date
2076-824	75E3D9 T	HWMA Storage	IBM FlashSystem 7200 NVMe Control Enclosure	1h CNT + 5 D PAT, 24x7	1	15/09/2025
2076-ADT4		HWMA Storage	7.68 TB NVMe Flash Drive		24	15/09/2025
2076-824	75E3D9 T	GTMS analysis & update Storage	IBM FlashSystem 7200 NVMe Control Enclosure	ST5 / analysis[Remote data Coll.]&UPD per year	1	15/09/2025
2076-824	75E3D9 T	SWMA FlashSystem 7000 CTL	IBM FlashSystem 7200 NVMe Control Enclosure	Normal business hours	1	15/09/2025
-		SWMA FlashSystem 7000 CTL	Storage Device Base Software	Normal business hours	1	15/09/2025
3555-L3A	7801ND 9	HWMA Storage	TS4300 Tape Base Module	1h CNT + 5 D PAT, 24x7	1	15/09/2025
3555-L3A	7801ND 9	GTMS analysis & update Storage	TS4300 Tape Base Module	ST5 / analysis[Remote data Coll.]&UPD per year	1	15/09/2025
9040-MR9	78F9DC X	HWMA Power	IBM Power System E950	1h CNT + 5 D PAT, 24x7	1	15/09/2025
9040-EPWT		HWMA Power	12-core Typical 3.15 to 3.8 GHZ (max) processor		4	15/09/2025
9040-EPWX		HWMA Power	1W Processor activation for #EPWT		48	15/09/2025
9040-MR9	78F9DC X	GTMS analysis and update Power	IBM Power System E950	ST5 / analysis[Remote data Coll.]&UPD per year	1	15/09/2025
9040-MR9	78F9DC X	SWMA PowerVM Enterprise	IBM Power System E950	Normal business hours	1	15/09/2025
		SWMA PowerVM Enterprise	chargeable Processor Core Power System Small Tier	Normal business hours	48	15/09/2025



9040-MR9	78F9DC X	Full Support Extension Power	PowerVM Ent v3.1.4 year 1 - charge Core Small Tier	Normal business hours	48	15/09/2025
9040-MR9	78F9DC X	Full Support Extension Power	PowerVM Ent v3.1.4 year 2 - charge Core Small Tier	Normal business hours	48	15/09/2025
9040-MR9	78F9DC X	SWMA AIX Enterprise Edition	IBM Power System E950	Normal business hours	1	15/09/2025
-		SWMA AIX Enterprise Edition	chargeable Processor Core Power System Small Tier	Normal business hours	48	15/09/2025
9040-MR9	78F9DC X	Full Support Extension Power	AIX ENT v7.1 year 3 - charge Core Small Tier	Normal business hours	48	15/09/2025
9040-MR9	78F9DC X	Full Support Extension Power	AIX Enterprise Edition 7.1 year 4 - charge Core Small Tier	Normal business hours	48	15/09/2025



12