



TANZANIA COMMUNICATIONS REGULATORY AUTHORITY

Guidelines for Preparation of Service Level Agreements by Internet Service Providers

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GUIDELINES FOR PREPARATION OF SERVICE LEVEL AGREEMENTS BY INTERNET SERVICE PROVIDERS

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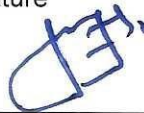
Approved by Dr. Jabiri K. Bakari	Title Director General	Signature 	Date 20.06.2024
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PART I PRELIMINARY PROVISIONS

1.0 Citation

These Guidelines may be cited as Guidelines for Preparation of Service Level Agreements by Internet Service Providers, 2024.

2.0 Application

These guidelines apply to Internet Service Providers (ISPs) in Tanzania who offer fixed Internet services to their customers through fibre optic cables, VSAT, and point-to-point wireless links, for both shared and dedicated internet service customers.

3.0 Objectives

Internet communication service has significant economic benefits and the potential to enhance the welfare of individuals and their lives. The demand for communication services in Tanzania continues to increase as more customers get connected. However, in today's world, service provision is not an end goal in itself. Customers have to be provided with meaningful connectivity to enjoy secure, quality and affordable communications services.

In providing services to customers, the Service Level Agreements (SLA) between the Service Providers and customers play a key role in managing the provided services and ultimately determine the customers' experience of provided services. Different services are offered using different technologies along with different forms of SLAs, as there is no standard SLA to represent the negotiated services. Therefore, these guidelines aimed to provide detailed information which needs to be included in the SLA between Internet Service Providers and their customers.

3.1 Specific Objectives

These guidelines are established to ensure clarity, accountability and mutual understanding between service providers and their customers. The specific objectives of SLA guidelines include: -

- a) define the basic structure of SLA;
- b) to set requirements for minimum levels of service that a service provider has to guarantee the customers;
- c) to clearly define the scope of services provided, including performance metrics, service levels and response times to ensure that both parties have a shared understanding of what is expected from the service;
- d) to establish measurable performance standards that the service provider must adhere to, which include uptime guarantees, resolution times for issues and quality of service;

- e) to outline communication channels and protocols for reporting and addressing issues to facilitate effective communication between the service provider and the customer which in turn helps in promptly resolving problems and minimizing downtime;
- f) to help to service providers to manage customer expectations by providing transparency regarding the services provided and the level of support available;
- g) to serve as a framework for monitoring and evaluating service performance over time by tracking key performance indicators and conducting regular reviews, both parties can identify areas for improvement and implement corrective actions as necessary; and
- h) to build trust and confidence between service providers with their customers by enhancing customer satisfaction and loyalty over the long term provided the service providers consistently meet or exceed service level expectations.

4.0 Interpretations

In these guidelines, unless the context requires otherwise: -

“**Authority**” means the Tanzania Communications Regulatory Authority established under the Tanzania Communications Regulatory Authority Act (Cap 172);

“**Consumer**” means any person who uses electronic communications or postal products or services;

“**Customer**” means any person who obtains or seeks to obtain goods or services of any kind from a person undertaking activities pursuant to the Act and includes subscribers;

“**Force Majeure**” means an event which is beyond the reasonable control of a licensee and which makes a licensee’s performance of its obligations under the licence impossible; such events may include but are not limited to fires, floods, epidemics, quarantine restrictions, strikes wars or revolutions;

“**Maintenance window**” means a time between 0000 hours and 0400 hours East African Time, within which planned maintenance that can potentially affect service provision is performed;

“**Scheduled maintenance**” means planned maintenance carried out in the service provider’s network; and

“**Service Level Agreement**” in its acronym SLA, means a formal agreement between the service provider and a customer of the provided services, that is reached after a negotiating activity with the scope to assess service characteristics, quality and level of services delivered, responsibilities and priorities of either party.

PART II

CONTENT OF SERVICE LEVEL AGREEMENT

5.0 General Requirements

The Internet Service Provider, pursuant to Regulation 5 of the Electronic and Postal Communications (Consumer Protection) Regulations, 2018, will prepare a Service Level Agreement which: -

- a) its language Swahili or English is clear and plain depending on the language the customer is conversant with, providing a complete description of the service to be offered and other services (service dependencies) required to effectively utilize the service;
- b) contains details of rates or charges not limited to: -
 - i. the applicable rates or charges for each service provided;
 - ii. what the charges include;
 - iii. each part or element of an applicable charge and the method of its calculation;
 - iv. the frequency of the charge or other circumstances that give rise to the charge; and
 - v. whether the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the customer will be informed of such changes.
- c) contains the following information regarding the terms and conditions: -
 - i. the commencement date of the agreement;
 - ii. the duration of the agreement;
 - iii. the manner and consequences of termination where applicable;
 - iv. situations where early termination is possible;
 - v. the amount or method of calculating any charges payable upon early termination;
 - vi. the conditions and terms of renewal of the contract, if applicable;
 - vii. the conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection;
 - viii. terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable;
 - ix. terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service;
 - x. terms and conditions relating to the delivery, installation or activation of the service; and
 - xi. whether the provisions or elements of the service are subject to change and how the customer will be notified of such changes.
- d) contains information on any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, how and where it is

- available;
- e) has accurate billing information for the clarity of the customer as detailed in the billing section below;
 - f) constitutes details of violations of Acceptable Use Policy depending on the nature of services provided but not limited to: -
 - i. using the services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated hereunder;
 - ii. using the Services to harm, or attempt to harm, minors in any way;
 - iii. using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property;
 - iv. using the services to transmit any material (by email, uploading, posting, or otherwise) that harasses another person; and
 - v. using the services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.
 - g) are specific and detailed enough to define expectations for services to be offered not limited to the following: -
 - i. service description by defining each service to be offered, such as internet access, email hosting, domain registration, etc and specify the features, functionalities and performance standards associated with each service;
 - ii. service availability to establish the expected uptime percentage for each service (e.g., 99.9%) and define the acceptable downtime window for planned maintenance and unscheduled outages;
 - iii. performance metrics that outline measurable performance indicators (e.g., latency, bandwidth, packet loss, etc and specify the acceptable thresholds for each metric (e.g., maximum latency of 50ms);
 - iv. detail the customer support channels available (e.g., phone, email, chat) and define response times for different types of support requests (e.g. critical issues within 1 hour, non-critical within 4 hours);
 - v. define the security measures in place to protect customer data and network infrastructure and may specify compliance with relevant regulations and industry standards;
 - vi. define parameters for customers receiving internet on a shared basis to ensure they do not experience significantly lower speeds during peak usage times by including the following: -
 - a minimum bandwidth level guarantee for each customer, even during peak times; and
 - fair usage policies to be implemented that prevent individual users from consuming excessive bandwidth, thereby ensuring a fair distribution of resources.

- vii. specify the conditions under which either party may terminate the agreement and define the process for renewing and revising the SLA, including any changes to terms or pricing.
- h) directly relates to the service to be offered and delivered;
- i) defines the service quality parameters in line with the Electronic and Postal Communications (Quality of Service) Regulations, 2018, other deliverables and provides mechanisms for tracking the actual performance against the promised levels of service as detailed under Quality of Service section.
- j) provides escalation matrices for support services, fault management procedures and expected response times and fault resolution times not limited to the following: -
- i. Support Services:
 - Level 1 Support (First Line): Basic technical support provided via phone, email, or chat, responsible for Initial troubleshooting, basic issue resolution and ticket creation, including their availability e.g. 24/7, etc.
 - Level 2 Support (Second Line): Advanced technical support staffed by experienced technicians responsible for in-depth troubleshooting, escalation of complex issues and coordination with third-party vendors if needed, including their availability e.g. 24/7, etc.
 - Level 3 Support (Third Line): Specialized technical experts responsible for resolving critical or highly complex issues responsible for advanced network diagnostics and root cause analysis, including their availability e.g. on-call basis, 24/7, etc.
 - ii. Escalation Path: Issues beyond Level 1's expertise escalate to Level 2 and if necessary, to Level 3 support based on the severity, complexity or time-sensitive nature of the issue;
 - iii. Expected Response Times: E.g. Level 1: Within 30 minutes of ticket creation, Level 2: within 1 hour of escalation and Level 3: Immediate response for critical issues; otherwise, within 1 hour; and
 - iv. issues unresolved within defined timeframes escalate to higher support tiers or management for additional resources or intervention.
- k) provide for compensation mechanisms, remedies or penalties to cover their customers when the service provider does not meet the agreed levels of service as detailed under the compensation section;
- l) provide for advanced notification of scheduled maintenance that may affect the provided services as detailed under the maintenance section; and
- m) for services involving sensitive data or personal information, including provision for a service provider to commit to maintaining stringent data security and privacy measures in accordance with data protection laws.

5.1 Quality of Service

In negotiating SLA, the service provider should ensure that Quality of Service (QoS) parameters that relate to the Quality of Experience (QoE) of customers for the negotiated services should be included in the SLA, and the respective targets should be in line with the provisions of the Electronic and Postal Communications (Quality of Service) Regulations, 2018. Once QoS parameters and related target values are agreed, the parties should agree upon measurement definitions and schemes. Measurement descriptions should include a description of the parameters being measured, where and how often they are measured and also how often they are collated in the form of a report.

Quality of Service parameters among others as per Quality of Service Regulations will not be limited to the following: -

- i. specify the minimum guaranteed bandwidth for both upload and download speeds;
- ii. define the maximum acceptable latency for accessing different types of services or applications;
- iii. set a threshold for packet loss percentage within the network;
- iv. define uptime expectations for the internet connection, typically expressed as a percentage of time the service is available;
- v. specify the maximum acceptable variation in latency over time, which can affect real-time applications like VoIP or video streaming (Jitter);
- vi. specify tools and system to be used for real time monitoring of network performance, including bandwidth usage, latency and uptime; and
- vii. provide customers with access to performance reports and dashboards showing key metrics and performance trends where necessary.

5.2 Tariffs and Billing

The SLA should contain obligations regarding billing and charging as outlined in Regulation 9 of the Electronic and Postal Communications (Consumer Protection) Regulations, 2018 by:

- a) specifying the frequency, media and format of billing information as well as the mode of payment to avoid any misunderstanding including the following at a minimum: -
 - i. the consumer billing name and address;
 - ii. the licensee's current business name, address and licence;
 - iii. a way of identifying the bill uniquely;
 - iv. the billing period;
 - v. a description of the charges (and credits) for which the customer is billed;
 - vi. the total amount billed, applicable credits, payments or discounts and the net amount payable by the customer;
 - vii. the dates on which the bills will be issued;
 - viii. the bill (or refund) payment due date;
 - ix. applicable methods of bill (or refund) payment;

- x. agreed currency of charging (TZS or USD); and
 - xi. conditions of non-payment of charges.
- b) ensuring mechanisms are in place for customers to validate their bills before payment; and
 - c) establishing a process of handling billing objections and disputes.

5.3 Compensation

The SLA should provide a mechanism for compensation pursuant to regulation 5(4) of the Electronic and Postal Communications (Consumer Protection) Regulations, 2018 where the agreement is breached or the quality of service parameters are not met. The compensation should include agreed upon items with their customers not limited to the following: -

- a) defining the metrics targets that will be used to measure the quality of service, such as uptime, response time, resolution time and performance benchmarks based on the expectations of the customer;
- b) determine under what circumstances compensation will be warranted. This may include instances where service levels fall below the agreed upon thresholds or where the service provider fails to meet certain commitments outlined in the SLA;
- c) decide on the method and criteria for calculating compensation. This may be based on the severity and duration of the service disruption, the impact on the customer's business, or a predetermined formula tied to the level of service degradation;
- d) types of compensation that may be offered to the customer, such as service credits, discounts on future invoices, extended service terms, or refunds for the affected period;
- e) clear procedures for initiating and processing compensation claims;
- f) provide regular reports to customers on service performance and any compensation provided, ensuring transparency and accountability;
- g) periodically review the effectiveness of the compensation framework and make adjustments as needed based on feedback from customers, changes in service requirements, or evolving industry standards; and
- h) ensure that the compensation framework complies with applicable laws, regulations, and contractual obligations.

5.4 Fault Management

The SLA should incorporate a fault management procedure including at least the following requirements: -

- a) the escalation matrices and description of the escalation process to be followed which will include the following: -
 - i. where to report when there is a problem (Helpdesk or Network Operation Centre (NOC));
 - ii. levels of escalation with respective outage times;
 - iii. escalation contacts (title) for each level of escalation;

- iv. escalation contacts (names) for each level of escalation; and
 - v. escalation contacts (Telephone and email addresses) for each level of escalation.
- b) arrangement for sending notifications to consumers about the nature of the faults, the status of the faults and the anticipated resolution times; and
 - c) fault resolutions and response times.

5.5 Maintenance

The SLA should state a mechanism regarding carrying out planned maintenance activities that are expected to affect service delivery and take the following into consideration among others: -

- a) issuance of advance notification to their customers and the Authority, forty-eight (48) hours before performing such planned maintenance using multiple communication channels to reach customers, such as letters, email, SMS, in-app notifications, website banners and social media platforms;
- b) different expected planned maintenance, purpose and the benefits it will bring, such as improved system performance, bug fixes, or security enhancements and if possible expected duration of each type of maintenance window; and
- c) clearly outline the potential impact on service delivery during the maintenance window and if there will alternative solutions or workarounds for customers to minimize the impact on their operations or activities.

5.6 Exceptions/Exclusions

The SLA should state any exceptions or exclusions in which the service provider cannot held accountable for disruptions of service and some common exceptions or exclusions might include the following: -

- a) force majeure events which are beyond the control of the service provider, such as natural disasters, acts of terrorism, or government actions, which may disrupt service;
- b) planned maintenance activities during which service may be temporarily interrupted or degraded;
- c) problems arising from actions or configurations implemented by the customer that affect service quality or reliability;
- d) issues stemming from third-party services or infrastructure used in conjunction with the service provider's offerings which has been negotiated by the customer;
- e) problems resulting from unauthorized access, hacking, or misuse of the service by the customer or third parties;
- f) limitations or failures of customer-provided equipment or infrastructure beyond the control of the service provider;
- g) unforeseeable events such as earthquakes, floods, or other natural disasters that may impact service delivery;
- h) breaches in security measures despite the service provider's reasonable efforts to safeguard against them; and

- i) compliance with new regulations or legal requirements that necessitate changes to the service, potentially impacting service delivery.

5.7 SLA Review Process

The SLA should state how frequently will the review be conducted so that it is always up to date with the actual technology and customer expectations. The SLA can be reviewed on an annual basis, or more frequently if deemed necessary by either party, to ensure that it remains current with technological advancements and meets the evolving expectations of the customers. Any proposed amendments to the SLA should be mutually agreed upon by both parties.

Contact Us

Tanzania Communications Regulatory Authority

Mwasiliano Towers, 20 Sam Nujoma Road,

P.O. Box 474, Postcode 14414 Dar es Salaam

+255 22 2199760 - 9 / +255 22 2412011 - 2 / +255 784558270 - 1