

# Annex 2: SLA

## 1. Introduction

This Service Level Agreement (hereinafter the "SLA") is an attachment to the Certified Pick up Terms and Conditions and describes the level of imposed task that the User will obtain from NxtPort under the Certified Pick up Solution.

The SLA may, pursuant to clause 15.2, be modified by NxtPort to adjust the Service Levels for the CPu Solution offered at that time.

## 2. Definitions

The capitalised terms used in this SLA shall have the meanings set forth herein. Capitalised terms not defined in this section shall have the respective meanings assigned in the CPu Terms and Conditions.

Availability	means a percentage of the total time, calculated as described in Art. 5 of this Annex 2, when the CPu Solution is available to a given User
Availability level	means the target levels of Availability as defined in this SLA.
Downtime	means the time the User cannot use the CPu Solution owing to P1 and P2 incidents. Downtime begins when the unavailability occurs and ends when the Availability of the CPu Solution is restored or an alternative (temporary) solution and/or alternative mode of operation is provided and excludes Scheduled Maintenance and Scheduled Hotfixes
Scheduled Maintenance	Means scheduled maintenance as described in Art. 5.3 of this Annex 2
Recovery time	Means the time elapsed between (i) receipt of notification of the Incident, in accordance with this SLA or discovery of an Incident by NxtPort and (ii) resolution of the Incident and/or alternate mode of operation is offered, whereby the clock is stopped if there is a subsequent action for the User
Incident management	Means the response to, handling and escalation of an Incident as described in Art. 6.
Incident	Means an unplanned interruption of the CPu Solution in which the CPu Solution fails, malfunctions, or functions partially and with respect to one User, a limited set of Users, or all Users.
Response time	Means the time elapsed between receipt of a notification of an Incident or NxtPort's identification of an Incident, in accordance with this SLA, and confirmation of receipt or notification of an Incident sent out by NxtPort.
Service Levels	Means the guaranteed levels of task imposed as described in this SLA.
Service Level Default	Means a situation where NxtPort fails to meet or exceed a Service Level as set forth in Art. 5 or 6 of this Annex 2
Working days	A day when banks are open in Brussels, Belgium.

### 3. Purpose

This SLA describes the guaranteed task imposed by NxtPort with respect to the CPu Solution through:

- Guaranteed Availability Levels (Art. 5);
- Incident management in which Recovery and Response times are pursued (Art. 6);

### 4. Duration

This SLA is an intrinsic part of the CPu Terms and Conditions and has the same duration.

### 5. Availability

#### 5.1. Availability level

NxtPort will use its best efforts to make the CPu Solution available without problems at all times. If an Incident substantially reduces the Availability, NxtPort will strive to resolve this Incident within the time frames specified in the SLA.

NxtPort commits to an Availability of the CPu Solution of 99.9% per month, where Availability is calculated as follows:  $(1 - \frac{\text{number of minutes of Downtime}}{\text{total number of minutes per month}}) \times 100\%$

#### 5.2. Measurement

Availability is measured using NxtPort's automated systems during each calendar month. It is accurately calculated to the minute, based on the number of minutes in the month in question. This can be shared with Community Representative monthly.

#### 5.3. Scheduled Maintenance

During maintenance and development of the CPu Solution, NxtPort may need to take the CPu Solution offline temporarily to render maintenance services. Periodic maintenance will be scheduled after consultation with Community Representation.

NxtPort will strive to limit Downtime due to Scheduled Maintenance to eight (8) hours per calendar month with a maximum of six (6) hours per maintenance intervention and per weekend during a Saturday or Sunday, and will notify Users of Scheduled Maintenance at least one (1) week prior to Scheduled Maintenance if maintenance intervention is scheduled to exceed ninety (90) minutes.

#### 5.4 Planned Hotfixes

2x per month of max 1hr downtime outside of office hours, which will be announced in advance after consultation with Community Representation

## 6. Incident management

### 6.1. Incident Reporting

Incidents should be reported by the Users to NxtPort using the following channel:

- Web form: <https://nxtport.atlassian.net/servicedesk/customer/portal/9>
- For terminals: phone number for P1 incidents

If Incidents are reported to NxtPort by other means, proper handling cannot be guaranteed. The User undertakes to the best of their ability to provide NxtPort with all relevant information that may assist in resolving an Incident, as well as to provide any additional information requested in a timely manner, e.g. reproduction on the acceptance environment if required. In the absence of correct or complete information, a stop-the-clock mechanism will be applied to measure the Recovery Time.

### 6.2. Response and recovery times

Incidents, when reported/identified by NxtPort, are divided into different priority levels as follows:

Priority	Conditions	Response time	Recovery time
<b>P1 Fatal</b>	The following conditions have been met: <ol style="list-style-type: none"><li>1. Critical business processes of the CPu Solution are not available</li><li>2. All or most Users (within one particular group of Users (e.g. Terminal Operators)) are impacted</li><li>3. No Workaround or fallback possible</li></ol>	<b>NxtPort: &lt;15 min (Extended Office Hours)</b>	<b>NxtPort: &lt;2 hours (Extended Office Hours)</b>
<b>P2 Severe</b>	The following conditions have been met: <ol style="list-style-type: none"><li>1) Critical or important business processes of the CPu Solution are negatively impacted, these being<ul style="list-style-type: none"><li>- Critical business processes of the CPu Solution are unavailable to a limited number of Users within one particular group of Users, or</li><li>- Important business processes of the CPu Solution are unavailable to a limited number of Users within one particular group of Users</li></ul></li><li>2) No Workarounds or fallback possible</li></ol>	<b>NxtPort: &lt;30 min (Extended Office Hours)</b>	<b>NxtPort: &lt;4 hours (during Office Hours) NxtPort: &lt;6 hours (during Extended Office Hours)</b>

<b>P3 Medium</b>	1 of the following conditions have been met:  1) Critical or important business processes of the CPu Solution are negatively impacted or are unavailable  2) Critical or important business processes of the Comprehensive CPu Solution are negatively impacted or are unavailable  3) Data quality-related issues	<b>NxtPort: &lt;2 hours (during Office Hours)</b>	<b>NxtPort: best effort at high urgency or included in release calendar</b>
<b>P4 Minor</b>	Less important functionality: - <i>Minor degradation of functionality or performance</i> - <i>Limited number of Users involved</i>	<b>NxtPort: &lt;1 week</b>	<b>NxtPort: will be included in release calendar</b>
<b>PX</b>	Customer-specific functionality made available only to individual or a limited number of Users within a group of Users (e.g. terminal operators)	<b>NxtPort: best effort during Office Hours (Individual agreements can be drawn up)</b>	<b>NxtPort: best effort (Individual agreements can be drawn up)</b>

The above response times and recovery times may be adjusted after consultation with the Community Representative.

### 6.3. Measurement of Response and Recovery Times

Response times are measured from the time the User reports an Incident to the time NxtPort responds to this report.

It is vital that the User report any Incident as set forth in Art. 6.1. If an Incident is not properly submitted through the online service desk, the Response and Recovery Time does not apply to that Incident.

### 6.4. Office Hours – Extended Office Hours

Incident management is offered by NxtPort as follows:

1. Office hours
  - Monday through Friday 9am to 5pm
2. Extended Office Hours: Office Hours extended by
  - Monday through Friday 6am to 9am / 5pm to 10pm
  - Saturday 8am to 12pm

Incident management will only be used for submitting incidents.

This coverage is offered for the CPu Solution and where times can be adjusted after consultation with the Community Representative.

## 6.5. Proactive support

The status of the CPu Solution is monitored and is reported internally to the NxtPort support team. This includes noticing, reporting and escalating strong fluctuations in ingestion of Data or usage by Users.

Incidents that are identified by NxtPort itself (and thus not pursuant to a notification from a user in accordance with Art. 6.1) will be resolved by NxtPort within the resolution times set forth in Art. 6.2 and shared with the Community Representative.

## 6.6. Cyber Incident management

If NxtPort becomes aware of or suspects (i) a "**Cyber Incident**" (action taken through the use of computer networks that results in an actual or potential adverse effect on the information system of NxtPort and/or of the User(s) and/or on the Data); or of (ii) any other unauthorised access to the CPu Solution or any use, misuse, damage to or destruction of Data by a third party ("**Other Incident**"), NxtPort will:

- (i) notify the impacted User(s) immediately in writing (and no longer than 36 hours after becoming aware of the Cyber Incident or Other Incident);
- (ii) comply with all guidelines considered reasonable by the sector, including with respect to:
  - obtain evidence as to how, when and by whom the User's information system and/or the Data has been or may have been compromised, and providing this to the User upon request and retaining and protecting that evidence for a period of 12 months;
- (iii) supply the audit trail and event logging as soon as possible to conduct incident response on the User's side;
- (iv) implement mitigation strategies as soon as possible to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of a future similar incident; and
- (v) retain and protect the Data (including, if necessary, returning to a backup or alternative site or taking another action to restore Data).

NxtPort reserves the right to proactively or reactively reduce the Availability of the CPu Solution for security reasons, whereby this unavailability will not be counted in the formula for the Availability Level.

## 6.7. Monitoring – audit

Monthly meetings will be set up with the Community Representative to discuss the following topics:

- General overview of Incidents
- Further explanation of P1 and P2 Incidents
- Discussion of Response and Recovery Times
- Root cause analyses
- Availability level (inc. unavailability for security reasons)

- Mitigating actions

Upon notification of an Incident by a User, NxtPort will supply event logging upon request by the User to enable Incident response on the User's side. A follow-up conversation will be scheduled at the request of the affected Users.

## 7. Application and exclusions

This SLA applies to the CPU Solution. This SLA does not apply to software, hardware or services not offered by and/or operated by NxtPort or any of its subcontractors, including, but not limited to, Incidents resulting from insufficient bandwidth at the User or relating to third-party software or services (including the Third Party Application) not purchased through and/or operated by NxtPort or any of its subcontractors.

Add-on components of the Comprehensive CPU Solution can be included under the SLA for the CPU Solution if there is a reliable connection to the CPU Solution and if the integration of the current version of the underlying integration component (e.g. Third Party Application) with the current major version of the CPU Solution has been tested by the provider of the underlying integration component, including a test report, in consultation with NxtPort and the Community Representative.

Moreover, this SLA does not apply:

- in the event that an Incident is caused by the use of equipment, software or service(s) in a manner that is not supported or is inconsistent with the Documentation
- to Incidents resulting from the use of CPU Solution in a manner inconsistent with the Documentation (e.g. attempts to perform operations that are not supported);
- in cases of a security incident caused without the negligence of NxtPort;
- in cases of Force Majeure.