

BULKCHAIN T&C SLA. Part of Annex 1 – documentation

1. Introduction

This Service Level Agreement (referred to as the "SLA") is an integral part of the Bulkchain Agreement - annex 1: documentation, published on <https://documentation.nxtport.com/bulkchain>. It outlines the scope of services and responsibilities that NxtPort will provide to the Subscriber relating to the Bulkchain Solution. In order for NxtPort to meet these responsibilities, the Subscriber (as a consumer of the API) is expected to ensure proper and timely integration with the BULKCHAIN Solution, adhere to the technical specifications and usage guidelines provided by NxtPort, maintain secure and reliable connections, and promptly report any issues or anomalies that may impact service performance.

The SLA may, pursuant to clause 14.2 Operational emergency procedures in the BULKCHAIN Terms and Conditions, be modified by NxtPort to adjust the Service Levels for the BULKCHAIN Solution offered at that time.

2. Definitions

The capitalised terms used in this SLA shall have the meanings set forth herein and will take precedence over the general terms and conditions in case of conflict. Capitalised terms not defined in this section shall have the respective meanings assigned in the BULKCHAIN Terms and Conditions.

Availability	means a percentage of the total time, calculated as described in Art. 6 of this SLA document, when the BULKCHAIN Solution is available to the subscribers.
Availability level	means the target levels of Availability as defined in this SLA.
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 Subscriber(s) and/or on the Data.
Scheduled Maintenance	Means scheduled maintenance as described in Art. 65.c of this SLA document.
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.
Incident management	Means the response to, handling and escalation of an Incident as described in Art. 7.
Incident	Means an unplanned interruption of the BULKCHAIN Solution in which the BULKCHAIN Solution fails, malfunctions, or functions partially and with respect to one User, a limited set of Users, or all Users by the subscriber.
Other Security Incident	Any use, misuse, damage to or destruction of Data by a third party.
Response time	Response Time refers to the time it takes for the NxtPort Support team to acknowledge an incident or service request after it has been reported. It's the initial response, indicating that the support team is aware of the issue and is taking steps to address it. The confirmation of receipt or notification of an Incident will be published on the support page and notification will be sent out by NxtPort to the notification subscribers on this NxtPort support page.
Service Levels	Means the 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. 6 or 7 of this Annex.
NxtPort Status page	The status pages is a webpage where the subscriber can find an overview of our services, see if there is planned maintenance scheduled or whether there is an outage ongoing. All users can subscribe to updates to receive this information automatically.
Working days	All Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except for official Public Holidays in Belgium (https://www.nbb.be/en/about-national-bank/national-bank-belgium/public-holidays).

3. NxtPort responsibilities

Nxtport will:

- Provide remedial maintenance to the BULKCHAIN solution in accordance to this SLA
- Provide evolutive maintenance to the BULKCHAIN solution in collaboration with the BULKCHAIN Product Governance.

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

- Availability Levels (Art. 6);
- Incident management in which Recovery and Response times are pursued (Art. 7);

4. Subscriber's responsibilities

The Subscriber will use the Platform in a manner consistent with the features and functionality of the BULKCHAIN-platform and consistent with the Documentation.

Additionally, the subscriber will :

- Use the API according to the documentation.
- Foresee a stable internet connection (including sufficient bandwidth and stability).
- Test the integration in an acceptance environment before moving to production. Failure to test may result in exclusion from the SLA.
- Securely manage API keys and access in a "vault" by the subscriber.
- Not manipulate the code, nor, reverse engineer, or use unauthorized plugins (similar to hacking issues).
- The Subscriber must monitor their own systems for API errors or unavailability or foresee monitoring and audit trail functionalities when assigning an IT partner, if he should decide to work with an external IT partner to maintain its interface. Disruptions must be proactively reported by the API subscriber to NxtPort BV as set forth in article 7.1.
- Notify NxtPort of incidents in a timely manner, via the correct channels as indicated in this document. The Subscriber 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. Both parties shall collaborate and share all relevant information to solve the incident in a timely manner. In the absence of correct or complete information, the SLA is not applicable.

5. Duration

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

6. Availability

a. Availability level

In order for the subscriber to do business effectively, NxtPort will use its best efforts to make the BULKCHAIN Solution available without problems at all times. If an Incident substantially reduces the Availability, NxtPort will strive to resolve this Incident at its best effort.

NxtPort aims for an Availability of the BULKCHAIN Solution of 99% per month, where Availability is calculated as follows: $(1 - \frac{\text{number of minutes of Downtime}}{\text{total number of minutes per month}}) \times 100\%$

b. Measurement

Availability is measured using NxtPort's systems during each calendar month. It is accurately calculated to the minute, based on the number of minutes in the month in question. This will be shared with the BULKCHAIN product Governance monthly, unless otherwise agreed.

Additionally, the system availability is published on the NxtPort status page for consultation by the Subscriber.

c. Scheduled Maintenance

During maintenance and development of the BULKCHAIN Solution, NxtPort may need to take the BULKCHAIN Solution offline temporarily to render maintenance services. NxtPort has the right to adjust the Services (or have them adjusted) in accordance to the process described in the BULKCHAIN Product Governance. NxtPort will announce and notify the subscriber of the scheduled maintenance at least 1 week prior, via publication on the Nxtport status page ([NxtPort Status](#)).

NxtPort will strive to limit Downtime due to Scheduled Maintenance.

d. Planned Hotfixes

Planned Hotfixes will be planned and announced in advance after consultation with BULKCHAIN Product Governance.

7. Incident management

a. Incident Reporting

- The subscriber may only report incidents through the official service portal or other approved channels.
- Web Forms: <https://nxtport.atlassian.net/servicedesk/customer/portals>
- In case of P1 or P2: +32 3 246 02 30

If Incidents are reported to NxtPort by other means, proper handling cannot be guaranteed and SLA's may not be applicable.

b. Response and recovery times

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

Priority	Conditions	Response time	Recovery time
P1 Fatal	This is the highest priority level and is assigned to critical incidents that have a significant impact on the business. These incidents usually cause a complete service outage or a major disruption affecting a large number of users of the subscriber. Can only be reported by a Power User	Immediate attention and resolution are required to minimize the impact on the business. 24/7 on Call	NxtPort will undertake best effort to restore services as soon as possible (24/7)
P2 Severe	These incidents are high-priority but not as critical as P1 incidents. They may cause partial service outages or significant disruptions affecting a small number of users of the subscriber. Can only be reported by a Power User	Prompt attention is needed to resolve these incidents to prevent them from escalating 24/7 on Call	NxtPort will undertake best effort to restore services during Extended office hours.
P3 Medium	This priority level is assigned to moderate incidents that cause minor disruptions or affect a limited number of users.	These incidents do not have a severe impact on the business and can be	NxtPort will undertake best effort to restore

		addressed during Standard office hours.	services during Standard office hours.
P4 Minor	This is the lowest priority level and is assigned to incidents that have minimal impact on the business.	These incidents usually involve minor issues or requests that can be resolved at a later time without causing significant disruption.	NxtPort will consider these incidents and will determine with the BULKCHAIN Product Governance if/how they will be incorporated in the release calendar

c. Measurement of Response and Recovery Times

Response times are measured from the time the subscriber reports an Incident through the indicated channels to the time NxtPort responds to this report.

It is vital that the subscriber reports any Incident as set forth in Art. 7a. If an Incident is not properly submitted through the online service desk, the Response and Recovery Time does not apply to that Incident.

d. Office Hours – Extended Office Hours - On Call 24/7

Incident management is offered by NxtPort as follows:

1. All priority levels – Standard office hours
 - Working Days from 9am to 5pm
2. Priority P2 only - Extended Office Hours
 - Working Days 7am to 9am / 5pm to 9 pm
 - Saturdays, excluding Belgian Public holidays from 8am to 12am
 - For reporting a Priority P1 or P2 , a 24/7 On call service is available to Power users of the subscriber.
3. Priority P1 only – 24/7 service
 - 24/7 service to resolve P1 incidents as soon as possible
 - For reporting a Priority P1 or P2 , a 24/7 On call service is available to Power users of the subscriber.

Incident management will only be used for submitting incidents.

This coverage is offered for the BULKCHAIN Solution only:

- If an Incident is a consequence of the use of Alfapass: only the standard Alfapass SLA's are applicable. NxtPort cannot be liable for Alfapass service defaults.
- If an Incident is a consequence of the use of MyPOAB, only the standard MyPOAB Terms and Conditions are applicable. NxtPort cannot be liable.

e. Cyber Incident management

If NxtPort or the subscriber becomes aware of or suspects (i) a Cyber Incident; or of (ii) any other unauthorised access to the BULKCHAIN Solution or any Other Security Incident NxtPort and/or the subscriber will act in line with the NIS2 guidelines as set forth by the Center for cybersecurity Belgium (<https://ccb.belgium.be/nl/regelgeving/nis2>) and :

- (i) notify the impacted Subscriber(s) or Nxtport immediately in writing at Security@nxtport.com (and no longer than 24 hours after becoming aware of the Cyber Incident or Other Incident);
- (ii) comply with all guidelines as set forward by the Center for Cybersecurity Belgium for the Transport sector, including with respect to obtain evidence as to how, when and by whom the Subscriber's information system and/or the Data has been or may have been compromised, and providing this to the Subscriber 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 Subscriber'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 BULKCHAIN Solution for security reasons, whereby this unavailability will not be counted in the formula for the Availability Level.

f. Monitoring – audit

Meetings will be set up as agreed with the BULKCHAIN product Governance to discuss i.e. the following topics:

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

8. Application and exclusions

This SLA applies to the BULKCHAIN 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 Subscriber 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 BULKCHAIN Solution can be included under the SLA for the BULKCHAIN Solution if there is a reliable connection to the BULKCHAIN 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 BULKCHAIN Solution has been tested by the provider of the underlying integration component, including a test report, in consultation with NxtPort and the BULKCHAIN Product Governance.

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 the BULKCHAIN-Solution in a manner inconsistent with the Documentation (e.g. attempts to perform operations that are not supported);
- In the event of usage of outdated endpoints on the Subscriber side, misuse, or incorrect requests.
- in cases of a security incident caused without the negligence of NxtPort;
- in cases of Force Majeure