



Annex 3

Service Level Agreement

to the bLink Platform Participation Contract

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1. Availability

Any and all systems necessary for rendering services in connection with bLink platform (hereinafter referred to as “platform”) and related use cases shall be operated in the data center of SIX Group and constantly monitored. In principle, they shall be available on 365 days, 7 x 24 hours.

1.1 System Lines

The platform shall be operated in parallel in various system lines. Two system lines shall be available for use by service providers and service users (hereinafter referred to as “participants”): production system (P level) and test system (X level).

1.1.1 Test System as Reference System

With this system, functional tests may be performed separately from the production environment. Each external system may test own system changes independently with the test system.

In general, 2 different test system environments shall be available to the participants. The parameters for technical connection may vary for different system environments.

- **X_{E/P} level** shall denote the test infrastructure for participants which is available externally from a perspective of SIX. The test environments shall have different software versions being:

X_E which shall denote the external test system with software version as at development

–**X_P** which shall denote the external test system with software version as at production

1.1.2 Test System for Testing System Changes

At first, system changes made by SIX shall be tested on internal test systems of SIX and then transferred to the external test system (**X_{E/P} level**). From this moment on, the system changes shall be made available to all external systems for testing. This phase shall usually last between two to four weeks. The aim of these tests shall be to ensure backward compatibility.

This phase shall serve as an opportunity not only for the participants to test the new functions, but also for SIX to control the connections to the participants and to ensure interaction with all external systems. This is why tests with the platform as an object shall also take place in this phase on the test system (**X_{E/P} level**).

Once this phase is completed, changes shall be implemented on the productive system (P level), as a result of which the test system (**X_P level**) shall be the reference system of the production again.

In this short phase, there shall be differences between these two system lines, which may have an impact on the planned tests of the participants.

In the test system, the tests shall be carried out using synthetic or anonymized data. In particular, no genuine bank customer identifying data shall be collected, processed or stored. Mass tests on the test system are possible; however, they shall be subject to prior consultation with SIX in order to create analysis conditions necessary for that purpose (e.g. no simultaneous load tests of several participants).

1.2 Operating Levels

The system operation shall be split into three operating levels that build on one another and, in the event of a breakdown, cause different response times for removing such breakdown.

1.2.1 Basic Operation

The basic operation shall ensure day and night system operation. This shall include an automatic monitoring and initial assessment of a breakdown. Depending on the breakdown, appropriate measures shall be triggered to make the systems available again in time for the start of service operations.

1.2.2 Service Operation

In the course of service operation, in addition to the automatic monitoring within the basic operation, employees shall remain in service (stand-by) who can start localizing the error or removing the cause immediately. Maintenance works shall be planned outside the service operation (the exception being maintenance window).

1.2.3 Support Operation

Within the support operation, an additional support team of SIX shall be available as second level support and shall receive both breakdown reports and support requests from the participants. Any and all participants shall ensure support to their customers in accordance with their own operating levels.

1.3 Operating Levels of the Production System (P Level)

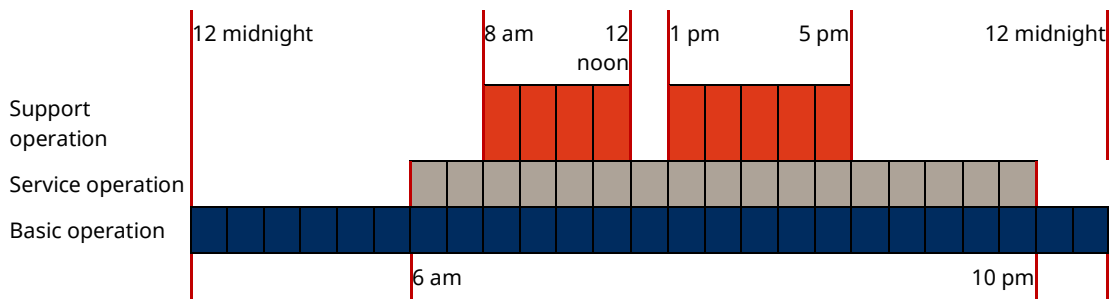


Figure 1: Operating levels of the production system (P level)

Operating level	Time period	Monitoring	Response time
Support operation	Bank working days 8 am – 12 noon 1 pm – 5 pm*	Active	Immediate
Service operation	Daily 6 am – 10 pm	Active	Within 60 minutes
Basic operation	7 x 24 hrs.	Active	Within 120 minutes (outside service operation hours)

* On days before a bank holiday, the support team shall close one hour earlier. Bank holidays shall correspond to the Swiss bank holiday calendar of SIX Interbank Clearing Ltd.

The workaround time for breakdowns shall be maximum 8:45 hours in the course of the service operation. The workaround solutions shall be fixed in the following release.

1.4 Operating Levels of the Test Systems (XE/P Level)

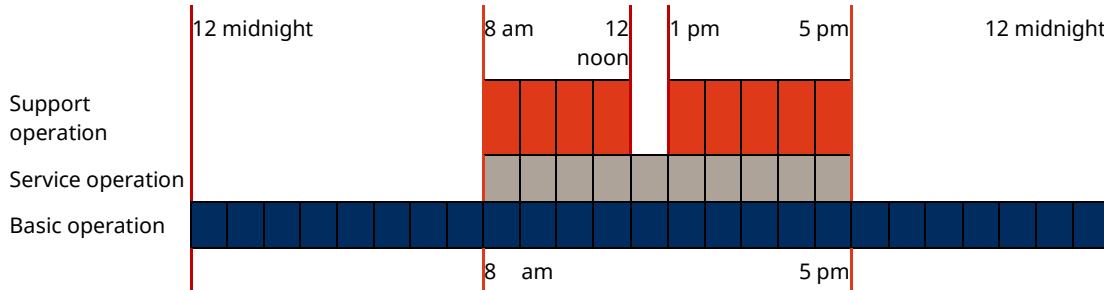


Figure 2: Operating levels of the test systems (X_{E/P} level)

Operating level	Time period	Monitoring	Response time
Support operation	Bank working days		
	8 am – 12 noon 1 pm – 5 pm*	Active	“best effort”
Service operation	Bank working days		
	8 am – 5 pm	Active	“best effort”
Basic operation	7 x 24 hours	Active	Start of the service time

* On days before a bank holiday, the support team shall close one hour earlier.

In principle, the test system can be used 7 x 24 hours; however, reduced operating levels shall apply to the production system. Breakdowns shall be removed only in the course of support operation and as second priority (“best effort”, the production system shall always take precedence). No breakdown team shall be available outside support hours. Maintenance shall take place unannounced and be possible at any time. No availability shall be shown.

1.5 Business Continuity and Disaster Recovery (BCM)

For a disaster causing partial or total breakdown of a building, IT infrastructure, personnel or provider relevant for rendering the agreed services, SIX has established a Business Continuity Management.

SIX Group Ltd shall maintain an emergency task force across all companies of SIX and a dedicated emergency organization for SIX. These processes shall be examined on a yearly basis.

In the course of such examination, the regular operation of the productive system shall be interrupted for a maximum of 4 hours and resumed in the backup data center. Subsequently, SIX shall render services within a specific time period from the backup data center. Then, a reset shall take place in the main data center. The reset shall mean a repeated operation interruption for a maximum of 4 hours, hence the same procedures shall be needed.

1.5.1 Breakdown of the Data Center

In the event of a breakdown of the main data center, SIX has taken precautions to move to a backup data center (hereinafter referred to as BDC) and to resume the operation of the platform service.

The BDC availability shall be ensured for the production system only.

In the backup data center (BDC) of SIX, which shall be operated in Switzerland, a structurally identical system shall be available in the event of a main system breakdown.

Within the run time of the system, the data in the productive system shall be transferred in the BDC in sync in order to minimize data loss. The data loss can only occur due to a reconnection or mutation of a participant in the list in the course of a breakdown. The period for such a data loss shall constitute the maximum of 15 minutes.

In the event of a breakdown of the main data center of SIX, it shall be expected that further and additionally more important services than the platform have been affected. This is why the effective period for a switchover shall depend on the priority list of the emergency organization of SIX. The switchover of the platform service to the BDC shall take place within 4 hours, provided that no other systems of SIX have been affected or that the emergency organization of SIX has given its approval to switch over to the BDC.

The service quality shall remain identical, regardless of the center in use (main data center or BDC).

1.6 Availability Calculation

SIX shall take any and all measures to ensure the availability of the productive system of 99.4% per quarter. The system availability shall be 100% if no breakdown occurs in the course of service operation, less all maintenance planned.

A breakdown shall be considered a complete interruption at the expense of the participants. Other restrictions (e.g. breakdown of individual functions, breakdown of individual system participants, low performance) shall not be considered a breakdown.

2. Information in Case of Breakdown

Any identified breakdowns regarding the operation and application shall be recorded, analyzed, categorized and solved by SIX.

2.1 Breakdown Notifications of SIX

In the event of production problems (breakdowns) affecting the participants, the reported support team of the participants affected shall be informed about the occurrence of a breakdown by SIX per e-mail within the periods (response times) specified in Chapter 1.3. Once the breakdown is removed, SIX shall inform the same recipients that the system is available again. Should the interruptions last longer, SIX shall inform that the breakdown further exists and define a point in time, at which the next information shall be announced.

These e-mails shall inform about the occurrence and effect of a breakdown. They shall not provide any information about the cause of such breakdown. For the sake of speed, SIX may send initial information without details of the breakdown. The e-mails shall be written in German and English. Breakdown reports shall be treated confidentially and may not leave the circle of participants and affected customers.

Forwarding of this information to third parties engaged by the participants (e.g. system operators of the participants) shall be ensured by the participants.

2.2 Breakdown Notifications of the Participants

In the course of support operation, the participants may report any breakdowns of production or test systems of SIX to the support team of SIX.

Outside the support operation, a central breakdown team of SIX shall be available to the participants. It shall only accept breakdown notifications from the production system; support requests shall not be possible.

SIX shall reserve the right to inform the participant about the current breakdown notification upon their corresponding request.

Safety-relevant incidents in accordance with Annex 5 shall be reported to SIX immediately.

2.3 Breakdown Categories

The occurring breakdowns shall be categorized according to their severity as follows.

2.3.1 Level 1 Breakdown

In the event of level 1 breakdown, individual customers shall be affected. The platform as a whole shall not be affected. The breakdown shall be processed and updated within the support hours.

2.3.2 Level 2 Breakdown

In the case of level 2 breakdown, either several customers (assessment of the participant) or one participant shall be completely affected. The platform as a whole shall be slightly affected. The breakdown shall be received and processed in accordance with Chapter 1.3. The participant affected shall be informed about the status on a regular basis.

2.3.3 Major Incident

In the case of a major incident, a great number of customers, i.e. several participants, shall be affected. The platform as a whole shall be considerably affected. The breakdown shall be received and processed in accordance with Chapter 1.3. Any and all participants shall be informed about the status on a regular basis.

2.4 Recurring Breakdowns

In order to maintain the agreed availability in the long term, SIX shall identify recurring breakdowns (problems) and subsequently prioritize, diagnose and solve them.

2.5 Breakdowns of Participants Subject to Reporting

SIX shall distribute the received breakdowns of the participants subject to reporting under the participation conditions to bLink platform to other participants in accordance with a separate regulation.

2.6 Breakdowns Resulting from Critical Attacks, Anomalies or Dangers

In the case of attacks, anomalies or dangers which for safety-related reasons have been classified as critical (in accordance with a separate regulation), SIX shall reserve the right to suspend the connection of the participants affected to the platform or to shut down the platform immediately.

In the case of incidents of lower criticality (in accordance with a separate regulation), SIX shall inform the points of contact mentioned in Chapter 6.

3. System Maintenance

In this document, maintenance shall be any and all works and activities on the software and IT systems of SIX (e.g. network) which are necessary for ensuring ordinary operation in the long term. These maintenance works may cause a system restriction or breakdown.

3.1 Frequency and Advance Information

SIX shall inform the participants about the planned system interruptions of the productive system in advance in order for the participants to have the possibility to take appropriate measures and inform their customers, if applicable. The information shall reach the participants via e-mail to the reported support team of the participants.

The forewarning period shall vary depending on the expected interruption time due to the maintenance works.

Maintenance type	Duration	Maximum frequency	Forewarning
Small-scale maintenance	up to 1 hr	4 per month	2 working days
Middle-scale maintenance	up to 4 hrs	2 per quarter	5 working days
Large-scale maintenance	over 4 hrs	1 per quarter	10 working days

With regard to system interruptions of the test system (X level), notifications shall not be sent.

3.2 Information about Maintenance Works

In order not to impede the works of technicians, no information about the course of the works may be given during the maintenance works. After completion of the works or if the announced maintenance period is exceeded, SIX shall inform the reported support teams of the participants via e-mail.

3.3 Unannounced Interruptions

SIX shall allow unannounced service interruptions in emergency cases only. Reasons for this can be security problems, unacceptable loss of performance or instability of the system. SIX shall keep the interruptions to the minimum extent possible and shift all works which can be carried out subsequently in an official maintenance window into such a window. Within the meaning of availability, unannounced interruptions shall not be considered maintenance.

4. Support

In the course of support operation, the support team of SIX shall be available to the participants as a single point of contact (SPOC) for any and all operational matters.

Via SPOC, SIX shall receive both second level support requests and breakdown notifications or any general queries of the participants.

The support team of SIX shall provide information only to those employees of the participants who are known to SIX and who have appropriate support authorization. Moreover, SIX shall enter identifying data concerning support-authorized employees of the participants into its systems. New employees of the participants can be authorized to receive support from already known employees. This authorization shall take place in such a way that SIX shall request an already known employee with support authorization to confirm the new employee via e-mail. Should the request be confirmed, the new employee with support authorization shall be recorded and receive information henceforth. The request shall be sent with a copy to the business and technical point of contact of the participant.

The participant shall ensure that the list of the support-authorized employees be always up-to-date.

Outside support hours, the breakdown team of SIX shall be available to the financial institutions. Such team shall only receive breakdown notifications and ensure the removal of breakdowns.



5. Reporting

SIX shall provide the participants with a quarterly report including information on the number and severity of breakdowns, the duration thereof and the ensuring of availability.

6. Operational Points of Contact

For efficient and secure operational processes, it shall be necessary to ensure that specific points of contact between the participants and SIX are agreed and staffed.

Should a given point of contact and their deputy in emergency cases not be available, or should SIX not be named, SIX shall decide to the best of its knowledge and belief on the measures to be taken.

6.1 bLink Product Management

The bLink product management shall be available to the participants as a point of contact in connection with the changes to the Service Level Agreement and as an escalation point of contact.

6.2 Business and Technical Contact Persons

Contact persons reported to SIX shall be responsible for the coordination and delegation within the organization of a participant. They shall be authorized to issue instructions to SIX on behalf of the participant. In case of configuration changes (e.g. certification exchange for authentication), the contact persons shall be responsible for the authentication of changes and simultaneously act as an escalation point of contact for SIX. Moreover, the contact persons shall be responsible for updating the operational points of contact and their deputies at SIX. In case of data protection violations, security problems or interruptions, SIX shall inform the reported contact persons.

6.3 Service Operations

The service operations point(s) of the participant shall be responsible for the software operation with the platform service. Such point(s) shall take care of technical breakdowns on the part of participants and, together with SIX, ensure swift restoration of the services offered via the platform. Moreover, the service operations point shall receive maintenance information from SIX to be passed on internally to the respective points.

6.4 Support Employees

The support employees of the participant shall be in contact with the support team of SIX in order to clarify more complex customer queries in second level support. They shall be authorized to place support queries at SIX and to request information about their customers or their use of the service. Moreover, they shall be responsible for a clear customer identification and proper handing over of identification features to the support team of SIX.

The support employees shall receive the breakdown notifications from SIX.