



Annex 3

Service Level Agreement

for Consent as a Service for the bLink Platform

1. Availability

Any and all systems necessary for rendering the consent-as-a-service service for the bLink platform (hereinafter referred to as “**CaaS**”) shall be operated in the data center of SIX Group Ltd and constantly monitored by SIX BBS Ltd (“**SIX**”). In principle, they shall be available 365 days a year, 7 days a week, 24 hours a day.

1.1 System Lines

CaaS shall be operated parallel in various system lines. Two system lines are available for participants to use. The production system (P level) and the 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 its own system changes independently with the test system.

In general, two 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. These are:
 - **X_E** which shall denote the external test system with the development software version
 - **X_P** which shall denote the external test system with the production software version

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 and 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 check the connections to the participants and to ensure interaction with all external systems. This is why tests with the platform as the test 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 production 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.

1.1.3 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, SIX 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 users in accordance with their own operating levels.

1.3 Operating Levels of the Production System (P Level)

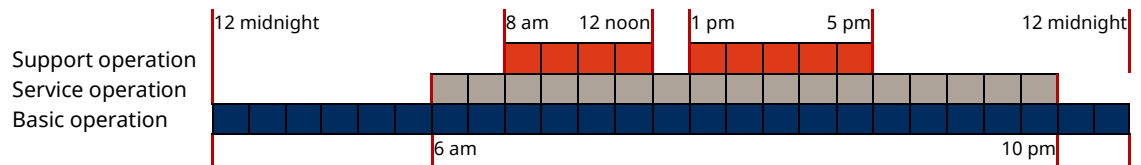


Figure 1: Operating levels of the production system (P level)

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 a maximum of 8 hours and 45 minutes 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/XP level)

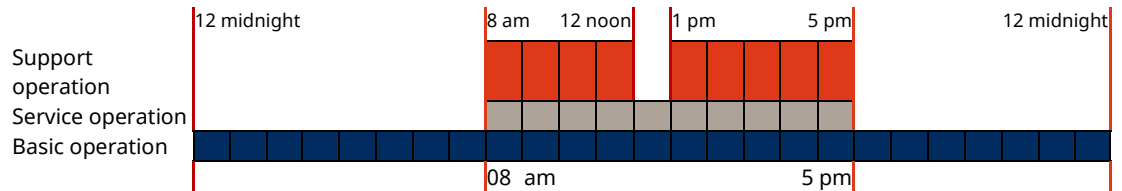


Figure 2: Operating levels of the test systems (X_{EP} level)

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	24/7	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 Management 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 production 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 production system shall be transferred into the BDC in sync in order to minimize data loss. The data loss can only occur due to a reconnection or change 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 production 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. 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 must not leave the circle of participants and affected users.

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.

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.

2.2.1 Level 1 Breakdown

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

2.2.2 Level 2 Breakdown

In the case of level 2 breakdown, either several users or the participant shall be completely affected. The service as a whole shall be 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.

2.2.3 Major Incident

In the case of a major incident, a great number of users shall be affected. The service as a whole shall be significantly affected. The breakdown shall be received and processed in accordance with Chapter 1.3. The 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 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 CaaS or to shut down CaaS 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 4.

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 participant in a timely manner about the planned system interruptions of the production system in order for the participant to have the possibility to take appropriate measures and inform its users, if applicable. The information shall reach the participant via e-mail to the reported support team of participant.

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 hour	4 per month	2 working days
Middle-scale maintenance	Up to 4 hours	2 per quarter	5 working days
Large-scale maintenance	Over 4 hours	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 participant as a single point of contact (SPOC) for any and all operational matters.

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

The support team of SIX shall provide information only to those employees of the participant who are known to SIX and who have appropriate support authorization. Moreover, SIX shall enter identifying data concerning support-authorized employees of the participant into its systems. New employees of the participant 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 participant with a quarterly report including information on the number and severity of breakdowns, the duration thereof and the ensuring of availability.