SBS SaaS General Service Level Agreement

SBS SaaS General Service Level Agreement_(eng)_v27102025

SBS

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1. INTRODUCTION

1.1. Foreword. This Service Level Agreement ("SLA" or "SLAs") is incorporated to and supplements the Agreement entered into between Customer and SBS. These SLAs set forth the performance and Service Levels applicable to the SBS Offering to which Customer has subscribed to under relevant STCs with SBS. By default, Implementation Services are not covered by these SLAs. All capitalized terms not defined in these SLA have the meaning given to them in other parts of the Agreement.

1.2. Cloud Models. SBS may deliver the SBS Offerings following two cloud models. The applicable cloud model is defined in the STCs. For both types of cloud models, the technical Infrastructure is owned by SBS or its providers.

SBS shared model is to deliver to Customer the SBS Offerings in a tenant fully dedicated to Customer and hosted on a shared private cloud environment based on AWS data centres with multiple tenants. A tenant is a logical and segregated logical environment where SBS Offerings are deployed and operated. Customer's tenant(s) is (are) isolated from other customers' tenants. By default, SBS shared model is subject to Standard SLAs

SBS dedicated model is to deliver to Customer the SBS Offerings hosted in a private cloud environment fully dedicated to Customer. Customer may have a multitenants environment. By default, SBS dedicated model is subject to Advanced SLAs

1.3. Support services

1.3.1. Network between Customer and SBS Infrastructure. SBS can propose 3 types of connectivity: (i) mTLS, (ii) VPN, (iii) AWS private links (recommended). In any case, the specific needs of the Customer will require to define, jointly, the proper connectivity architecture design and associated contractual charges at build and run time. Any later needs will follow the same principle of design and associated additional charges.

1.3.2. First level support. Customer will provide its Authorized Users the first level of support. Customer shall designate one or more administrators or "super users" who will have special access to the SBS Offering and can assist Authorized Users on the basic use of the SBS Offering. In addition, these administrators will be identified by Customer for SBS support if escalation is needed for an Incident or simply for a question.

2. SERVICE LEVELS - KPI DEFINITION FOR AVAILABILITY, PROBLEM, AND INCIDENT MANAGEMENT

SBS will make its best efforts to make the SBS Offering available as set out in these SLAs, except for any downtime resulting from outages or third-party connections or in case of Force Majeure.

Early life support: The Early Life Support (ELS) period is a critical phase immediately following the go-live or Major Update of an SBS Offering. During Early Life Support (ELS) period, Service Levels will be indicative but nonetheless measured, communicated to the Customer, and cross-checked with the Customer's own measurements.

Service Rate (SR): When needed, measures the processing time of the system within defined limits, as described herein.

Service Rate for API calls measures, when applicable, the capacity of the SBS Offering to process API calls in a given average time. Only standard API processed by SBS will be considered in this calculation, i.e., any call to an external system being under the responsibility of Customer or a third party will not be considered.

Incident is an unforeseen operational event or application malfunction which is not in the normal process of providing the SBS Offering or which does not align with the specifications described in the SBS Offering leading to a SBS Offering disruption (unavailability) and/or deterioration in terms of quality.

Incident management aims at restoring the SBS Offering to a nominal state by every possible mean. When SBS declares an Incident reaches a "solved" status, all functions are fully active, and production is normal or the degraded mode was accepted by the Customer. The resolution time (TTResolve) will be calculated monthly.

Problem is defined as the root cause or potential root cause of one or more Incidents affecting the SBS Offering. Identifying and resolving Problems is aimed at preventing recurrence of similar Incidents, ensuring long-term stability and performance of the Service.

Root Cause analysis, Problem Management, Known Error aims at bringing a definitive fix to the system that has already been restored by Incident management.

TTRespond (qualification time): Time, in the measurement period, between the creation of the ticket and the beginning of the real processing of the Incident by a SBS employee. The tasks performed during that qualification are the ticket pick-up by a support engineer, the verification of the ticket correct encoding, the check of the completeness of the ticket, the GDPR check and the notification to relevant people in case of Priority 1.

Guaranteed time starts from the moment the request has been declared by the Customer or Software Banking System in the service management tool, available 24/7/365, with the necessary information/documentation.

Outside business hours the Customer will also need to call Service Desk to activate start time. In the absence of a call, the start time is deemed to be the first working hour of the following business day.

TTResolve (Incident resolution time): Time, in the measurement period between the beginning of the processing of the creation of the Incident ticket and its resolution (Resolved status).

3. INCIDENT MANAGEMENT

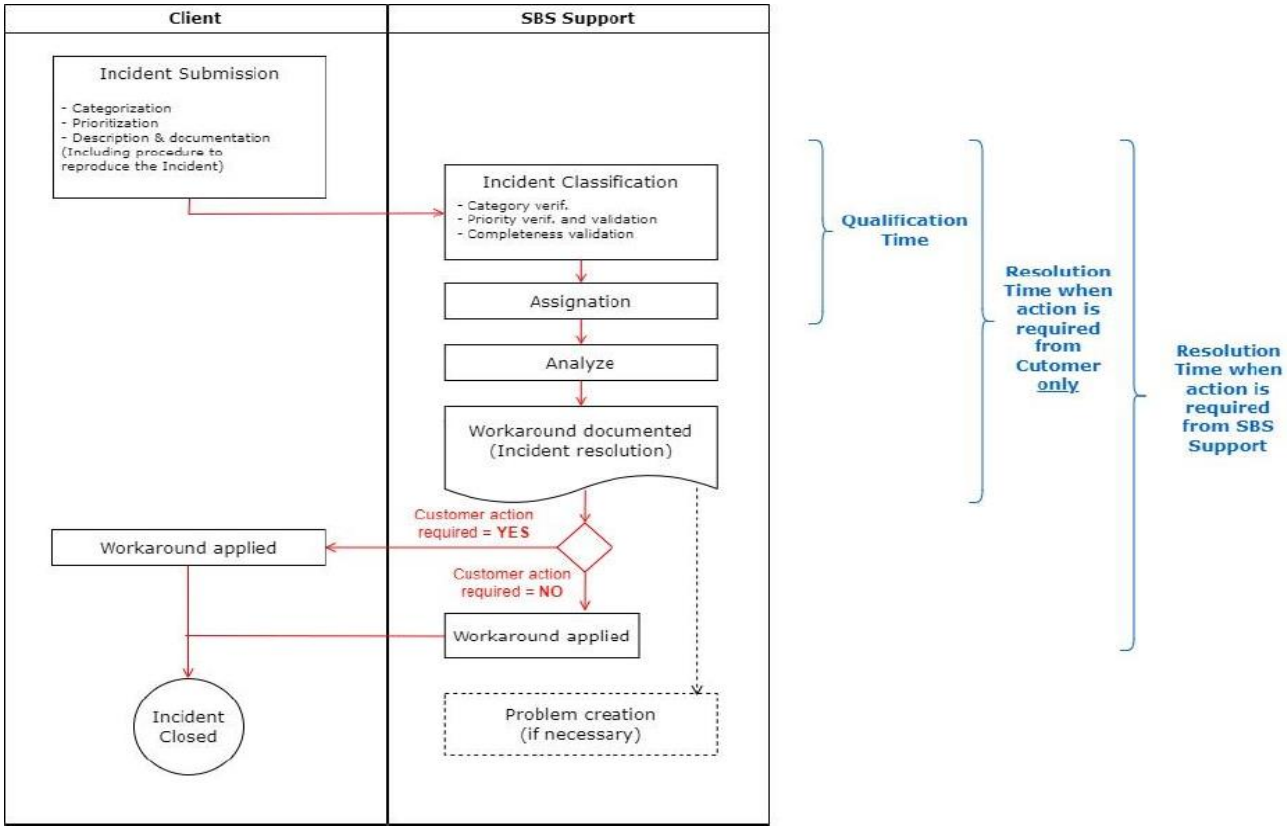
3.1. Incident management general description

Incident management aims at restoring the SBS Offering to a nominal state. When an Incident reaches a “resolved” state, it means the Customer can access and use the SBS Offering as expected, even if sometimes this is realized under a degraded but acceptable mode.

Service Incident Management overview:

- Upon occurrence of an Incident in the Solution, restore normal SBS Offering operation as quickly as possible and against an established Service Level to minimize the adverse impact on Customer business operations.
- The result is a Workaround or a (emergency) hotfix. The provision of a Workaround will always be preferred to a code change, to favour speed of resolution and to avoid destabilizing the Production environment with a Change deployment – unless the provision of the code change is quicker and allows to respect the Service Levels and quality.

Incident Management Process overview:



"Qualification time" (**TTRespond**) and "Resolution time" (**TTResolve**) for processing an *Incident* are measured, and Service Levels defined according to the priority of the *Incident*.

3.2. Incident priority assessment

Prioritization framework applied to Incidents is based on two dimensions:

Impact: the measure of how business critical it is

Urgency: a necessary speed of resolving the *Incident*

3.2.1. Impact

Impact (consequences) is a measure of the degree of realized or potential consequences of a business process failure, caused by the Incident. The scope of Service degradation is measured by the number of SBS Offering, systems or users affected. Impact is classified as follow:

Impact	Definition
1 - High	**Inoperative SBS Offering** - The SBS Offering or one of its critical functions produces erroneous results or is no longer operational for all Customers' Authorized Users, with a direct impact on business, brand, finance and/or resulting in loss of data for Customer. **Security Incidents are always considered as having the highest impact for Customer.**
2 - Medium	**Significant financial or operational impacts** - The SBS Offering is operational for the majority of Customers' Authorized Users, however it operates with limitations, and non-core business functions are affected.
3 - Low	**Minor financial or operational impacts** - The SBS Offering is operational for all Customers' Authorized Users however it operates with some limitations, or with some functions not behaving as expected, with minor impact for Customer.

3.2.2. Urgency

Urgency provides a second measure of business criticality, which indicates the necessary speed for the resolution of a request with a certain impact. Whereas impact is defined by scope, urgency is defined by time. It is determined by the time sensitivity requirement for a resolution, as measured in terms of financial, brand, or security impact of a particular SBS Offering's downtime. Urgency is classified as follow:

Urgency	Definition
1 - High	**Core Business Service / Emergency now** - An activity that has a direct financial, brand or security impact on the business organisation.
2 - Medium	**Support Service / Everyday business** - An activity that directly supports the execution of a core business SBS Offering.
3 - Low	**Non-urgent Service / Information** - An activity that does not directly support a core business SBS Offering and is not time sensitive.

3.2.3. Impact vs Urgency

The combination of impact and urgency gives the priority of an Incident, with the following levels:

Impact / Urgency	1 - High	2 - Medium	3 - Low
1 - High	P1 - Critical	P2 - High	P3 - Medium
2 - Medium	P2 - High	P3 - Medium	P4 - Low
3 - Low	P3 - Medium	P4 - Low	P4 - Low

In case Priority 1 or 2 is used improperly by Customer, SBS will inform and discuss with Customer during meetings or via any other communication means triggered by Customer. If the situation persists, SBS reserves its right to charge the time required to handle this event and more specifically outside of Business hours.

The priority of an Incident can be changed unilaterally by SBS if Priority 1 or 2 is used improperly by Customer subject to the escalation procedure above.

If the Workaround consists in executing actions by the Authorized User in the SBS Offering, these actions are expected to be realized by Customer, unless otherwise requested. Other type of workarounds (notably Infrastructure or operating interventions, temporary or permanent solution deployment), will by default be executed by the SBS Support, unless otherwise requested. If needed, a Problem ticket is opened as described below.

3.3. Problem management, Root Cause Analysis (RCA), Known errors.

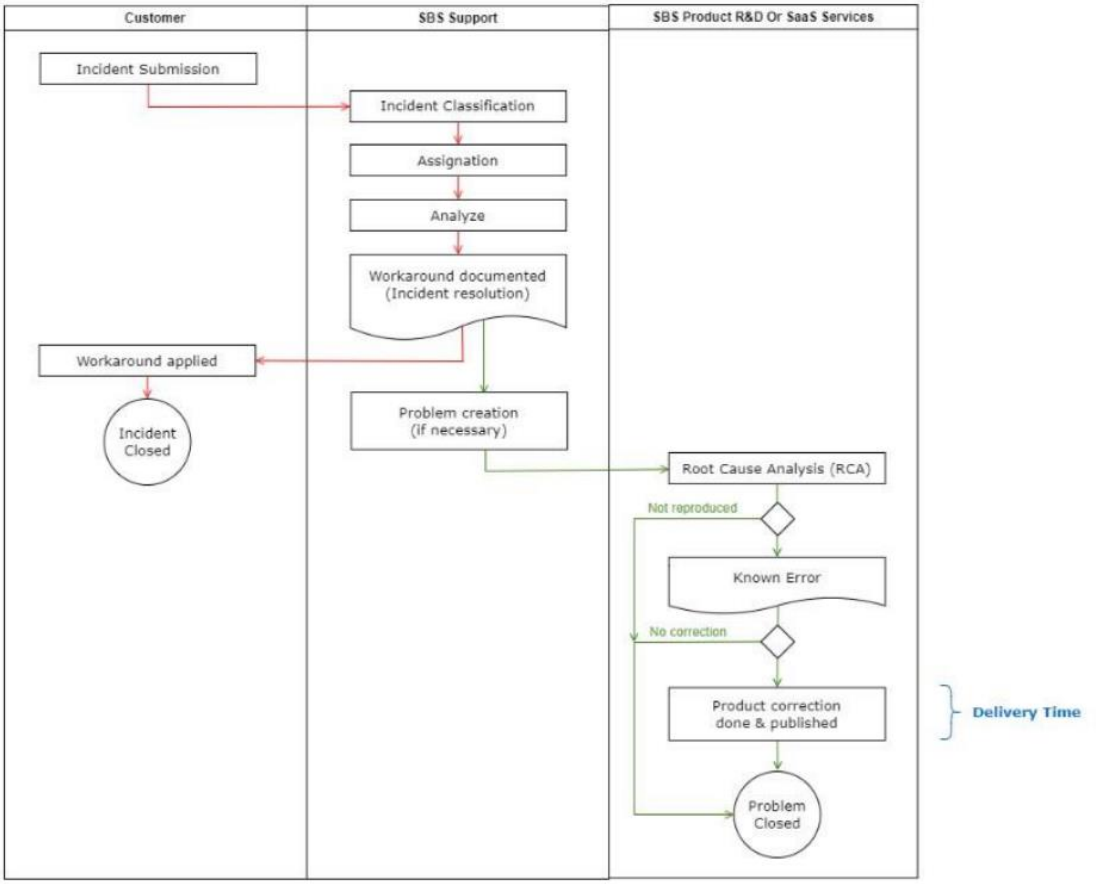
3.3.1. Process Overview

The Problem Management process is triggered by the submission of a Problem ticket in the SBS Service Management Tool. When a Problem is created, a Root Cause Analysis (RCA) is done to identify the underlying cause of the related Incidents.

Once the underlying cause is identified, the Problem is identified as a “Known Error”. Depending on the operational considerations, risk estimation and financial implications, a decision is then made between the SBS Support and Customer to:

(i) Either not solve the Problem and accept it as a “Known Error” with its impacts, including the assessment of the impacts of the work-around application in terms of workload for Customer and SBS.
(ii) or structurally solve the Problem (vulnerability management in case of a security related Problem).

In case the root cause analysis - despite all means used to perform the investigation - has not enabled SBS to reproduce the related Incidents, decision shall be made, in agreement between Customer and SBS, to accept it as non-reproducible and problem request will be closed or deemed closed.



The deliverable associated to a Problem resolution, is a correction made available in a Patch, a Service-Pack/Fix-Pack or a future version of the SBS Offering according to the priority of the Problem.

3.3.2. Problem priority assessment

Very similar to an *Incident*, a *Problem* is prioritized based on:

the **Impact** (consequences) of the related *Incidents* weighted by the existence of a **Workaround**.

the **Urgency** for a *Problem* resolution, being a combination of:

- **Frequency** of the resulting *Incidents*
- Complexity and cost for the execution of an existing **Workaround**

Impact

Impact (consequences) is a measure of the degree of realized or potential consequences of a business process failure, caused by Incidents resulting from a Problem. The scope of Service degradation is measured by the number of SBS Offering, systems or users affected. Impact, is classified as following (to be weighted by the existence of a Workaround):

Impact of the Incidents(s)	Without Workaround	With Workaround
Security *Problems* are always considered as having the highest impact for Customer.	1 - High	1 - High
[1 - High] Inoperative Service - The SBS Offering or a critical function of the SBS Offering produces erroneous results or is no longer operational for all Customer's Authorized Users, with a direct impact on business, brand, finance and/or resulting in loss of data, for Customer.	1 - High	2 - Medium
[2 - Medium] Significant financial or operational impacts - The SBS Offering is operational for the majority of Customer's Authorized Users however it operates with limitations and non-core business functions are affected.	2 - Medium	3 - Low
[3 - Low] Minor financial or operational impacts - The SBS Offering is operational for all Customer's Authorized Users however it operates with some limitations, or with some functions not behaving as expected, with minor impact for Customer.	3 - Low	3 - Low

Urgency

The combination of frequency and Workaround identifies the urgency of a Problem **Frequency**

Frequency of the resulting Incident(s) determines the recurrence of business disruption.

Frequency	Definition
1 - High	One or more similar *Incidents* per day.
2 - Medium	One or more similar *Incidents* per week.
3 - Low	One or more similar *Incidents* per month.

Workaround

Frequency of the resulting Incident(s) determines the recurrence of business disruption.

Problem priority is highly linked to the existence and complexity & cost of a Workaround for resulting Incidents. For example, Problems for which resulting Incidents can be easily solved with the execution of a simple Workaround shall have lower urgency than the ones without Workaround. The three levels for this parameter are as follows.

Workaround	Definition
1 - Absent	No workaround available
2 - Difficult	Workaround available, but with very complex and/or time consuming to execute and/or expensive to apply
3 - Easy	Workaround available, easy and not time-consuming to execute and not expensive to apply

Frequency vs Workaround

The combination of frequency and Workaround gives the urgency of a Problem, with the following levels:

Frequency / Workaround	1 - High	2 - Medium	3 - Low
1 - Absent	1 - High	1 - High	2 - Medium
2 - Difficult	1 - High	2 - Medium	3 - Low
3 - Easy	2 - Medium	3 - Low	3 - Low

Impact vs Urgency

The combination of impact and urgency gives the priority of a Problem, with the following levels.

Impact / Urgency	1 - High	2 - Medium	3 - Low
1 - High	P1 - Critical	P2 - High	P3 - Medium
2 - Medium	P2 - High	P3 - Medium	P4 - Low
3 - Low	P3 - Medium	P4 - Low	P4 - Low

4. REACTION TIMES

The reaction time, availability rates and other Service Levels are defined in the Annex therein depending on the Service Level grade (Standard or Advanced) indicated in the STCs and the concerned SBS Offering.

4.1. Service Availability calculation

The SA rate is calculated within the time of operations of production environment. Production environment is operational from a timeframe specified in the corresponding product SLAs table attached herein (working days in France, Paris area, working hours in Paris). The Service Availability of the SBS Offerings is calculated quarterly. Calculation formula in Minutes: PSA = (Duration of availability in the period * 100) / (Total duration of the period)

4.2. Service Rate calculation

The measurement of the Service Rate starts the moment the SBS Offering platform acknowledges the request and ends when the request is handed off to another system for further processing. The Service Rates may concern for example API calls or number of payments (the "**Requests**"). That Service Rate is calculated monthly. The calculation formula is: SR = (Number of Requests under given time * 100) / Total number of Requests)

4.3. Planned Downtime

For maintenance events, SBS will notify Customer 30 business days minimum before performing maintenance with downtime (the "**Planned Downtime**"). SBS can organize one Planned Downtime per month with a maximum of 6 per year. The maximum time for one Planned Downtime stated in the corresponding SBS Offering SLA document. Year is starting as of the STCs Effective Date and its annual anniversary thereafter.

SBS can define "**Frozen Zones**" during which any unplanned, non-lifecycle bound, non-vital, or non-security related changes on the SBS Infrastructure will be banned. The Frozen Zones periods are set below, unless otherwise stated in the STCs.

Frozen Zone title	Description of the period
Standard	Fridays, Weekend, Evenings, Last and first week of the year, August, and Public Holidays

The Frozen Zone does not apply for emergency security patches or if Customer requests it formally.

(i) Standard SLA

If Planned Downtime is required, maintenance will be organized on business days, after business hours, without compromising the end of day (excluding any Frozen Zone).

(ii) Advanced SLA

If Planned Downtime is required, maintenance can be organized any day, excluding any Frozen Zone. In accordance with Customer and SBS constraints the potential time windows are organized as such:

- From Monday to Thursday: From 2:00 am to 10:00 pm CET each day
- Saturday and Sunday: Saturday 8:00 am to 8:00 pm CET (except for the Saturday following the 22nd of the month where internal maintenance may occur) and from Sunday 2:00 am to 10:00 pm CET.

5. SERVICE REQUESTS

This service involves an additional charge if it is not included in the Agreement. Service requests are submitted by Customer when he needs information or ad hoc requests to be executed on the SBS Offering, outside of the cases covered by the STCs, but not linked with any malfunctioning of the SBS Offering or the system. Customer needs to record a Request (Service Request) in the SBS Service Management Tool. In this ticket, Customer needs to clearly detail his needs and the reason of his request, and also the desired date for the answer/execution of his request.

A priority (from P1 to P4) is assigned to the Service Request ticket by Customer. This priority gives a representation of the importance and urgency for Customer to have his request answered/executed by SBS. SBS will answer/execute Customer requests in best effort mode, regardless of the priority assigned to the request by Customer.

6. SLAS EXCLUSIONS

These SLAs are not applicable in the following events or cases:

- Planned Downtime
- Lifecycle bound, vital, or security related events
- Disaster Recovery Plan and maintenance with Planned Downtime period.
- Above four hours, or in case the request occurs repeatedly over a period to reach this duration, the time required for the restoration of the SBS Offering may be charged, in case of an Incident caused by improper use exclusively by the

Customer, an end user of the Customer or one of his partners, after presentation of a quotation to the Customer and his prior written approval of the Services. This includes, for example and not exhaustively, network problems on the Customer side, unwanted workloads triggered by the Customer or its partners outside of the normal production needs, configurations performed by the Customer and not required by SBS, corrupted data causing unwanted side effects, some resources outside of SBS Infrastructure that are consumed to deliver a SBS Offering.

- All non-production environments (Sandbox & Acceptance) will run, when needed, only during business days and can be available outside of these periods on simple request. By nature, no specific availability can be set on these environments. These environments will not be available during upgrades.

7. APPLICABLE SLA FOR EACH SBS OFFERING

The SLAs related to each SBS Offering can be consulted at the following address: https://sbs-software.com/saas-agreement-documents/.