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1 Service Level Agreement

1.1 Introduction

- 1.1.1 **Scope.** This Schedule [SLA] (Service Level Agreement), sets out the Service Levels applicable to the Supplier's provision of Services to the Customer (Entity) and the Supplier's obligation to monitor, measure, report and manage the Service Levels.

This Schedule [SLA] contains the overall framework for the Supplier's performance of the Services in accordance with the Service Levels.

Schedule Support and Schedule Development with attachments indicate specific applicable Service Levels.

1.2 Definitions and interpretations

- 1.2.1 **Terms and acronyms used in the Schedule.** Capitalised terms used in this Schedule have the same meaning as ascribed to them in Schedule Interpretations, Acronyms and Definitions to the Agreement.
- 1.2.2 **ITIL.** The Supplier has adopted the ITIL approach and framework and has established Service Level Management to maintain and improve IT service quality, through a constant cycle of agreeing, monitoring, and reporting upon IT service achievements and the initiation of actions to eradicate poor service.

1.3 Service Level Compliance

- 1.3.1 **Delivery requirements.** The Services will meet or exceed the Service Levels set out and will be determined based on the methodology set out in this Schedule [SLA].
- 1.3.2 **Application of Service Level Credits.** If the Supplier fails to achieve the Minimum Service Level and/or the Expected Service Level of a Critical Service Level, Service Level Credits can be applied in accordance with Article 6.
- 1.3.3 **Measurement and liability.** Service Levels will be measured and the Supplier may be liable for any Service Level Credits incurred from the next month after first full amount of Support Fee is paid to the Supplier. The date on which the Supplier is first obliged to meet a Service Level hereinafter is referred to as the "Service Level Effective Date".
- 1.3.4 **Measurement period.** Service Level Performance will be measured on a monthly basis unless otherwise specified in other respective Schedules.

1.4 Changes to Service Levels and new Service Levels

- 1.4.1 **The Customer's right to ask a change to the Service Levels.** Once per calendar quarter by sending written notice (and such notice may contain multiple additions, deletions, and/or changes) to the Supplier, the Customer may ask the Supplier:
- (a) add or delete Service Levels; and
 - (b) change the designation of a Critical Service Level to a Key Measurement and vice versa.

- 1.4.2 Changes to Service Levels. Any requests for changes to the Service Levels shall be agreed between the Parties according the rules indicated in Schedule Governance.

1.5 Measurement Methodologies

- 1.5.1 **Purpose and general requirement.** The Measurement Methodologies set forth in Schedules will be used by the Supplier to measure compliance with the Service Levels.
- 1.5.2 **Co-ordination.** The Supplier will co-ordinate any Agreed Down-Time of the ServiceDesk system, Documentation Portal, contact phones for incident management with the Customer contact person to ensure that the period of Agreed Down-Time is minimized, including through co-ordination with the Customer's other vendors.
- 1.5.3 **Notification.** The Supplier will inform the Customer about all planned activities that might lead to unavailability as soon as possible after a requirement for downtime has been identified. All planned activities that might lead to down-time will be notified at least ten (10) Business Days before the work starts.

1.6 Service Level Credits

1.6.1 Liability and calculation of Service Level Credits

- 1.6.2 **Liability for Service Level Credits.** For each Service Level Default, the performance credits are calculated ("**Service Level Credits**") to compensate for the diminished value of the Services resulting from the Supplier's failure to meet the agreed upon level of performance if such remedy is specifically indicated in schedules and all other requirements for such Supplier's liability (part 7 of this Schedule, Exceptions) are met.

- 1.6.3 The following Six formulas apply for Service Credit Calculation:

- N/A (Not Applied)
- Method 1
- Method 2
- Method 3

- 1.6.4 **Calculation of Service Level Credits.** Service Level Credits will be calculated as follows:

1.6.4.1 **N/A**

Service Credit is not applied. Service Default is considered in the context of Master Services Agreement.

1.6.4.2 **Method 1**

Applied mainly to operations related services in Critical and High Priority Incidents cases. Qualification.

Any single breach instance is calculated (e.g. Workaround is delivered late).

Repetitive breach instance is calculated in full integers with round-down condition (e.g. Workaround is delivered within time that is 3.5x of allocated time. Therefore, breach amount is 3x the set credits amount).

Credit amount - 400 EUR per breach.

1.6.4.3 **Method 2**

Applied mainly to Development services.

Penalties for delay. If the Supplier fails to meet a Critical Milestone identified in a Change Order, other than as a result of an act or omission of the Customer, the Supplier may, without prejudice to the Customer's other rights or remedies whether under the Agreement or Law, pay to the Customer penalties for delay in accordance with following provisions:

- (a) If the Supplier foresee that the agreed time schedule may be jeopardized, the Supplier must immediately inform the Customer of this.
- (b) If the Supplier has informed Customer of the possibility for delay in good time, the Critical Milestone may be delayed for 10 (ten) percent of all the terms needed for of a specific Service, but not less than for 20 (twenty) calendar days without any liquidated damages. The Parties may agree on different days for delay in separate Work Order;
- (c) Should the Supplier be further delayed, the Customer may by written notice to the Supplier and with immediate effect exercise its right to liquidated damages with penalties for delay. The rate thereof shall comprise 0.02% of all the agreed fixed Work Order amount for each day of Delay until the Critical Milestone is completed, in up to a maximum of 30 (thirty) Days. The Parties may agree on different rates of Penalties for delay in separate Work Order.

1.6.4.4 **Method 3**

Single breach instance is not the basis for Service Credit calculation.

The following cases qualify:

- multiple breaches of the same Service (in three or more cases per rolling quarter) or

breaches of three or more Method 3 credits category service within single reporting period (usually one month, indicated in Service Level Matrix).

Amount: 2% of monthly Support fee per instance of default.

1.6.5 **Applying of Service Level Credits**

1.6.5.1 **Counting of Service Level Credits.**

Service Level Credits will be counted by the Customer on a monthly basis and presented to the Supplier. Parties agree that Service Level Credits are not applied automatically. The Parties shall discuss Service Credits issues during monthly meetings according Schedule Governance. If any Service Credits are accepted and agreed, the Customer shall issue separate invoice for Service Credits. The Customer's right to require applying of the Service Credits shall expire after 3 (three) months after the breach of the Service Level occur.

1.7 **Exceptions**

1.7.1 **Extenuating circumstances.** The Supplier will not be liable for any failure to meet a Service Level (or to measure a Service Level) and will have no liability to pay a Service Level Credit if such failure is caused by one or more of the following:

- (a) A failure by the Customer or Service Recipient to comply with any of their obligations or, including failure of any Equipment which is the responsibility of the Customer or Service Recipient or any failure to fulfil any agreed dependencies on the Customer or Service Recipients in connection with the Services such as the timely and accurate provision of inputs or failure to follow the reasonable instructions set by the Supplier in order to ensure quality of service;
- (b) The action or omission of a Third Party Supplier of the Customer or a Service Recipient and which the Supplier is not responsible for as a Sub-contractor;
- (c) Services performed during the execution of the Business Continuity Plan;
- (d) A Force Majeure Event; or
- (e) Agreed Down-Time; or
- (f) Customer version of Forbis IPS is not within one version of the current version, with the restriction that the Customer is not required to perform more than 1 version upgrade per an-

num. After the release of newest version of Forbis IPS the Supplier for 6 (months) shall support released version, current version and previous version of Forbis IPS;

- (g) incidents, requests and other requirements from the Customer's side are not properly registered in online system, administered by the Supplier, except for Critical and High Priority Incidents, which starting point is telephone call as it is indicated in specific matrix;
- (h) if the Customer uses own or the third party's software components uncertified by the Service provider within framework of Forbis IPS software;
- (i) in case of the illegal modification of the Supplier's software;
- (j) if the Customer does not follow proper installation instructions indicated by the Supplier. In such case the Customer shall pay for the additional Supplier's consulting and problem resolving services. Also final deadlines of Services which part was patch installed infringing above mentioned requirements could be reasonably redefined at the Supplier's discretion;
- (k) The Customer breaches his obligation to pay for the Services provided by the Supplier according Agreement and the Supplier suspends performance of his obligations under the Agreement following the conditions and rules indicated in the Agreement.

1.7.2 Supplier is entitled to reduce priority of Service Request by ONE notch (i.e. High to Normal OR Normal to Low) if Customer fails to provide information or access or other reasonable help to Service Provider for provision of services on level as agreed in SLA matrix. Only one downgrade is allowed per Service Request (i.e. re-prioritizing from High to Normal to Low is not allowed).

1.7.3 The Supplier has the right to increase the expected delivery time of Service in the amount delayed by the Customer in providing input to provision of the Service (e.g. High priority Workaround SLA level is 4 hours but is increased to 4 h 30min because Customer provided input in 1 hour instead of agreed 30 minutes).

1.7.4 If the Customer indicates wish to change in the requirements for Service Request already in progress, Service Provider has the right to suspend work on Service Request until the Customer has presented updated requirements.

1.7.4.1 *In such case the updated Service Request will be treated either as new request (delivery time and acceptance criteria) or existing request is amended with relevant updates to its parameters (may include delivery time and acceptance criteria).*

1.7.4.2 *Reaction time from the Customer's side (for example presenting of information) should correlate with indicated Service performance time indicated for the Supplier. If the Customer fails to follow such requirement, the Supplier shall have right to change the priority of issue according 7.2. clause and notifies about it the Customer.*

1.8 Acceptance

- 1.8.1 **Invoicing after Acceptance.** The Supplier shall invoice Services according Agreement only after the Acceptance Note for the Services is signed if other way is not specified in the Agreement and specific Work Orders. Partial Acceptance note could be issued if such is agreed between the Parties.
- 1.8.2 **Acceptance Note procedures.** After the delivery of the Services the Supplier shall present an Acceptance note for the Customer via Supplier's documentation portal. The Customer shall present remarks concerning presented Acceptance Note in 5 (five) Business days after the Acceptance Note is posted in Documentation Portal. If no grounded remarks to Acceptance Note are received or no answer concerning Acceptance Note is received during indicated above term, the Services shall be deemed to be accepted by the Customer. The Parties usually shall include acceptance procedures into project plan and indicate it the Work Orders.
- 1.8.3 **No Acceptance Note for Support Services.** The Supplier shall present Support monthly report inter alia indicating provided Support Services during last month.

1.9 Analysis of Problems

- 1.9.1 **The Supplier's obligation to investigate failures to meet Service Levels.** If the Supplier has failed to provide Services in accordance with the Service Levels and the Agreement, the Supplier will (after restoring the Services or otherwise resolving the immediate problem) investigate and inform on the causes of the problem if such is required by the Customer in 30 (thirty) days after the failure occurs.
- 1.9.2 **The Supplier will minimize recurrences of any performance-related failures.** To the extent that the Supplier is responsible for such failures, the Supplier will use commercially reasonable efforts to minimize recurrences of any performance-related failures.

Schedules

Licensing – Model of standard licensing agreement
Support and Maintenance - Model of standard maintenance and support agreement
Warranties - Model of Product warranty

Schedule Licensing

1.1 Main notions

- 1.1.1 **Licensee** – contracting authority, National Bank of Moldova, hereafter referred to as Bank or NBM or Licensee.
- 1.1.2 **Licensor** – Forbis Solutions Ltd.
- 1.1.3 **Forbis Instant Payment System** (hereafter referred to as IPS or Forbis IPS) – a set of applications and information means and methods, designed for management of information flows, record keeping, preparation of accounting and analysis of activity of Instant Payment system.
- 1.1.4 **IPS product** (hereafter referred to as the Product) – a product, subsystem or a software module making a compositional part of Forbis IPS.
- 1.1.5 **Forbis IPS license** – non-exclusive right of the National Bank of Moldova (NBM) to compensated use of Forbis IPS with all its functions on server equipment.
- 1.1.6 **Forbis IPS product license** – non-exclusive right of the NBM to compensated use of the Product.
- 1.1.7 **Environment** – integrity of hardware, general software and the executed components of IPS. In the framework of execution of obligations according to the present Schedule the Parties may use the following environments:
 - 1.1.7.1 *Test environment of the Licensor – an environment of IPS operation, designed for checking of software operation by the Licensor.*
 - 1.1.7.2 *Test environment of the Licensee – an environment of IPS operation, designed for checking of software operation by the Licensee, as well as for training of IPS users.*
 - 1.1.7.3 *Production environment of the Licensee – an operating environment of the Licensee, designed for servicing of the IPS participants, which is located in Chişinău, the Republic of Moldova.*
- 1.1.8 **Licenses Acceptance Note** – a document signed by the Parties, confirming transference of IPS license and IPS product licenses, if applicable.
- 1.1.9 **FTP** – a standard protocol of data exchange of the Internet network used for transference of the IPS components from the Licensor to the Licensee in the framework of the present Schedule.

1.2 Object of schedule

- 1.2.1 In consideration for payment of the price specified at clause 4.1 of the Agreement, the Licensor grants to the Licensee:
 - 1.2.1.1 *Forbis IPS license.*
- 1.2.2 The conditions of purchasing of additional licenses (Product name, cost, completeness of set etc.) will be agreed by the Parties in the Additional agreement, which is an integral part of the present Schedule.
- 1.2.3 The Licensor represents and warrants that it has all necessary rights to perform this Schedule (*inter alia* legally sell to the Licensee all licenses stipulated in this Schedule), as well as any other agreement executed between the Parties in connection with the sale of IPS, to the full extent.
- 1.2.4 IPS is able to meet the Licensee's requirements that are available at the time of signing of this Schedule. The Licensee's requirements that have arisen since signing of this Schedule and that cannot satisfy the Licensor without any additional development of IPS will be met for an additional cost.

1.3 Obligations of the parties

1.3.1 The Licensor shall:

- 1.3.1.1 *provide the NBM access to IPS Service desk and Documentation knowledge base portal according to agreed work schedule.*
- 1.3.1.2 *prepare and together with the license Acceptance Note transfer to the Licensee the IPS Product license according to agreed work schedule.*

1.3.2 The Licensee shall:

- 1.3.2.1 *accept and pay the licenses in accordance with the terms of the present Schedule.*
- 1.3.2.2 *use Forbis IPS in accordance with the terms of the present Schedule.*
- 1.3.2.3 *strictly observe all recommendations of the Licensor on implementation and operation of IPS or its compositional parts, including configuration of the hardware and general software, which have been provided in technical documentation for the tender.*

1.4 Intellectual property right

- 1.4.1 The Licensee acknowledges and agrees that all intellectual property rights to the software product Forbis IPS (including without limitation copyright and all related rights) belongs and shall belong to the Licensor (or to the relevant third party intellectual property owners) and the Licensee shall have no rights in or to the IPS Product other than the right to use it in accordance with the terms of this license.
- 1.4.2 The software product Forbis IPS is protected by the international agreements on the copyright protection. Forbis IPS is licensed, not sold.
- 1.4.3 The Licensor grants to the Licensee a non-exclusive, non-transferable, royalty free (except price specified in 4.1. item) worldwide, perpetual license, which comes into force from the moment of its transference and includes the following:
 - 1.4.3.1 *Implementation and use of Forbis IPS in a single Production environment with the number of Forbis IPS users not exceeding the paid number of licenses of IPS users.*
 - 1.4.3.2 *Implementation and use of unlimited number of Forbis IPS test environments.*
- 1.4.4 The Licensee does not have the right to rent sub-license, assign transfer or novate the right to use Forbis IPS, or any other benefit or burden of this License, in whole or in part to any third party.
- 1.4.5 The Licensee is forbidden to recompile, modify, split into compositional parts or alter any of the components of the Forbis IPS data base, except for the cases stipulated in the present Schedule.
- 1.4.6 The Licensee is forbidden to delete, correct or anyhow alter any information on the property copyright to Forbis IPS.
- 1.4.7 The Licensee has the right to supplement IPS with the software modules and database components developed by the Licensee itself or by third parties using the components of IPS software and database. To enable this, the Licensee may only change the components of IPS software and database to the extent which is necessary for integrating other software modules and database components with IPS software and databases.
- 1.4.8 The Licensee shall not have the right to begin operation of Forbis IPS in the Production environment of Licensee until the Licenses Acceptance Note has been signed by the Licensee and the Licensor.
- 1.4.9 The Licensee shall be obliged not to use Forbis IPS otherwise than it is stipulated in the present Schedule.

- 1.4.10 The Licensor represents and warrants that the licenses granted to the Licensee under this Schedule are sufficient to enable a "turn-key" solution to all requirements regarding all existing functionalities of the Licensee at the time of signing of this Schedule and to meet these requirements there is no need for the Licensee to purchase any additional licenses from the Licensor.
- 1.4.11 All third party licenses (including *inter alia* all licenses related to Oracle) obtained by the Licensor from third parties for use by the Licensee under or directly in connection with this Schedule shall be sublicensed by the Licensor to the Licensee under the standard terms and conditions applied by the original licensor of such licenses.
- 1.4.12 The Licensor does not warrant that the use of the IPS Product will be uninterrupted or error-free.
- 1.4.13 Except as expressly stated in any warranty given by the Licensor in this License (or in the Service Level Agreement or the Contract), all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including without limitation any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.
- 1.4.14 No variation in the terms of this Licence shall be effective unless it is in writing and signed by the parties.

Schedule Support and Maintenance

1 General Services

1.1 Introduction

- 1.1.1 **Scope.** This Schedule General Services, including Attachments, sets out the Services that will be delivered by the Supplier to the Customer.

1.2 Definitions and interpretations

- 1.2.1 **Terms and acronyms used in the Schedule.** Capitalised terms used in this Schedule have the same meaning as ascribed to them in Schedule Interpretations, Acronyms and Definitions to the Agreement.

1.3 Service Object

- 1.3.1 The service provided by Supplier is Support services of IPS system. The service is defined according to ITIL structure. The processes performed within the service are the following:

- a) Service Operation
- b) Service Improvement
- c) Service Strategy
- d) Service Design
- e) Service Transition

1.3.2 Service Operation

1.3.2.1 Service Desk

ServiceDesk is single point of entry for operational communication for all Services provided by the Supplier.

ServiceDesk ensures that the Customer requests are handled in timely manner by the right people and according to the agreement with the Customer. ServiceDesk also ensures that information about Service Requests is up to date and communicated in the agreed manner.

ServiceDesk supports three main communications methods for request management and communication:

- ServiceDesk system which is used to manage Service Requests (input, changes during process, reporting)
- Telephone call handling. Used to coordinate time-critical issues and Critical or High priority Incident registration.
- e-mail for general information and notifications – support@forbis.it

Service Request is registered counting from inserting the request to ServiceDesk system or for Critical and High priority incidents, finishing the telephone call to ServiceDesk.

1.3.3 Service Improvement

1.3.3.1 SLA Measurement

Measure all services according to SLA requirements

1.3.3.2 Service Reporting

Produce Reports to the Customer including all services SLA measurement results and agreed reporting items.

1.3.3.3 Improvements Proposals

The Supplier will make proposals for service improvements. Mandatory in context of services which

have experienced issues with delivery.
Optional for other reasons.

1.3.4 Service Strategy

1.3.4.1 Resource Planning

Development plans will be discussed once per every 12 month period to guarantee that the Supplier has required resources to perform the work planned by the Customer and that the Customer has input to planning the Supplier's system operations related topics (e.g. IPS release upgrade or underlying technology upgrades)

1.3.4.2 Supplier's Strategy

The Supplier will introduce company and product strategy.

1.3.4.3 Managed Lifecycle

The Supplier guarantees that IPS always uses technologies and solutions that are officially supported by vendors whose solutions are used to build or run the system.

The Supplier guarantees that IPS has method for integration (via API's) that is adheres to industry best practices for application programming and the technologies used to build the system.

1.3.5 Service Design

1.3.5.1 API Management

The Supplier manages the list of technical integration points (API's/views etc)
These are the intended methods for Customer to technically interface IPS to other services.
Changes to API list are announced as agreed in SLA.

1.3.5.2 Capacity Estimations

The Supplier evaluates technical capacity requirements for changes.
The Supplier is obligated to estimate the needed additional resources to all system changes delivered by the Supplier.
If change has minimal effect, it can be noted that the expected impact is under 1%.
Significant changes must be estimated more precisely and if relevant provide suggestions for issue avoidance.

1.3.5.3 Risk Assessment

The Supplier performs Risk assessment According Proactive Risk Management.

1.3.5.4 ISO27001 Compliance

Regular Supplier's auditing for ISO27001 compliance.
Full audit performed at least once per 3 years.
Limited audit performed annually (except full audit years).

1.3.5.5 Supplier Management

The Supplier keeps List of suppliers delivering parts of IPS or with potential access to source code. Upon request by the Customer, the Supplier will forward the list.

1.3.6 Service Transition

1.3.6.1 KnowledgeBase

Customer accessible knowledge base of IPS.
Goal: Have an updated searchable and linkable knowledge base about the system containing articles

about known bugs, problems and other technical matter.

1.3.6.2 *Release Notes*

Release notes for all changes.

Goal: mid-level detailed description of all changes contained in change package is delivered with change package including changed API/integration points. Only exception is when change is done as fast remedy to critical situation, in which case release notes can be produced post-fact in 3 working days.

1.3.6.3 *Technology Portfolio*

List of technologies used in IPS.

Goal: The Customer must know which technologies must be supported by operations to run the system.

1.3.6.4 *Releases Roadmap*

Roadmap of future releases

Goal: the Customer knows minimum 6 months ahead of main changes including technologies, functionalities and other aspects of IPS system.

1.3.6.5 *Release Planning*

The Supplier support in planning release upgrade on Customer site or in remote (according to bank instructions). Travel and accommodation expenses for work at Customer's site will be covered by the Customer.

1.3.6.6 *Release Upgrade*

The Supplier support during release upgrade and during stabilisation period after.

Travel and accommodation expenses for work at Customer's site will be covered by the Customer

1.3.6.7 *Patch Planning*

The Supplier support in planning IPS patching on Customer site or in remote (according to bank instructions).

Travel and accommodation expenses for work at Customer's site will be covered by the Customer

1.3.6.8 *Patching Deployment*

The Supplier support during patching and during stabilisation period after.

Travel and accommodation expenses for work at Customer's site will be covered by the Customer

1.4 SLA Matrix

1.4.1 Service Operation

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Service Desk	ANY	SD is available 24/7 with maximum monthly downtime of 15minutes	At least one of SD channels (phone or SD system) must have 99,96% availability.	24/7	MONTHLY	3

1.4.2 Service Improvement

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
SLA Measurement	N/A	All services SLA's are measured	The accuracy of measurements must be at least 90%	9/5	MONTHLY	3
Service Reporting	N/A	Service performance is reported according to SLA	All SLA parameters named in agreement must be presented in reports. The accuracy presented parameters must be at least 90%.	9/5	NOT APPLICABLE	3
Improvements Proposal	N/A	ALL non-performing SLA's have improvement proposals presented and follow-up structured	Improvement proposals to non-performing services be presented together with monthly report	9/5	MONTHLY	N/A

1.4.3 Service Strategy

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Forbis Strategy	N/A	Strategy document	Strategy document must meet world best practice requirements	9/5	ANNUAL	N/A
Managed Lifecycle	N/A	ALL components must be on active support	There are no software components of IPS without official support	9/5	6MONTH	N/A
Managed Lifecycle	N/A	Integration method must conform practices recommended by main vendors of underlying technology of IPS system.	All requirements are fulfilled	9/5	6MONTH	N/A

1.4.4 Service Design

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
API Management	N/A	NEW = 3M report		9/5	NOT APPLICABLE	N/A
API Management	N/A	CHANGES = -3M upfront		9/5	NOT APPLICABLE	N/A
Capacity Estimations	N/A	Capacity requirement is estimated.	For all changes must be provided preliminary capacity estimation.	9/5	RELEASE NOTES	N/A
Risk Assessment	N/A	Risk assessment presented Mitigation plan presented Risk acceptance presented	Risk assessment provided upon request	9/5	ANNUAL	N/A
ISO27001 compliance	N/A	Audit report is presented from reputable auditor.	3rd party ISO27001 audit report is presented on time (at least annually).	9/5	ANNUAL	N/A
Supplier Management	N/A	Up-to-date List presented		9/5	MONTHLY	N/A

1.4.5 Service Transition

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Knowledge Base	N/A	Accessible on Business Days 99% AVAILABILITY	Monthly average availability must be 99%	9/5	MONTHLY	N/A
Release Notes	N/A	RELEASE NOTES PRESENTED for ALL CHANGES except WORKAROUNDS.	All changes related to the Customer must be documented and published in Supplier's documentation portal.	9/5	RELEASE NOTES	N/A
Technology Portfolio	N/A	List is presented	Release notes must include list of new software (including licenses)	9/5	RELEASE NOTES	N/A
Releases Roadmap	N/A	Roadmap is presented	Release roadmap must be presented annually.	9/5	12MONTH	N/A
Release Planning	N/A	ON REQUEST	All necessary resources from Forbis must be allocated for planning and transition. Customer must be informed at least 1M before.	9/5	MONTHLY	N/A

Release Upgrade	N/A	ON REQUEST	All necessary resources from Forbis must be allocated for planning and transition	9/5	MONTHLY	N/A
Patching Planning	N/A	ON REQUEST	Patching Planning support available within agreed time based on request. The Supplier must be informed at least 1 week before.	9/5	MONTHLY	N/A
Patching deployment	N/A	ON REQUEST	Patching support available within agreed plan. The Supplier must be informed at least 1 week before.	9/5	MONTHLY	N/A

2 Support

2.1 Introduction

2.1.1 Scope. This Schedule – Support (Statement of Work for Support Services), including Attachment, sets out the Services that will be delivered by the Supplier to the Customer.

2.2 Definitions and interpretations

2.2.1 Terms and acronyms used in the Schedule. Capitalised terms used in this Schedule have the same meaning as ascribed to them in Schedule (Interpretations, Acronyms and Definitions to the Agreement).

2.3 The Service

2.3.1 The service provided by Supplier is Support services of Forbis IPS system. The service is defined according to ITIL structure. The processes performed within the service are the following:

- a) Incident Management
- b) Problem Management
- c) Request Fulfillment
- d) Application Management

2.3.2 Incident Management

2.3.2.1 *Incident Reaction*

The Supplier will start working on the Customer's registered incident within the specified time-frame counting from receiving an RFS (Request For Service).

RFS is registered when:

- Receiving phone call with CRITICAL, HIGH PRIORITY, OR
- RFS is entered in ServiceDesk system by the Customer

Customer sets the Incident priority (CRITICAL, HIGH, NORMAL, LOW). The Supplier may change the priority of the Incident if no objection of the Customer in ServiceDesk system is received in reasonable time and prioritisation of the Incident is clearly not correct.

For CRITICAL or HIGH PRIORITY, phone call based RFS must be registered in ServiceDesk by the Customer.

All other RFS are registered by the Customer in ServiceDesk system.

Applicable to the following the Customer's environments:

- production (Highest possible priority is CRITICAL)
- Pre-Live (highest priority is NORMAL)

2.3.2.2 *Patch Delivery*

Patch is Delivered to the Customer with intent to solve the root cause of a registered incident. Patch is an expected permanent fix to a problem or incident.

2.3.2.3 *Workaround*

Workaround to an incident or problem is delivered to the Customer with intent to quickly remedy issues due to a registered Incident (based on RFS) with goal to resume normal or limited operations with Forbis IPS system within the agreed time-frame. The Customer shall ensure remote access to the system live environment to the Supplier's specialist in 30 minutes

after Critical/High Priority Incident is registered. If no workaround could be presented, the Patch is delivered according SLA terms.

2.3.3 Problem Management

2.3.3.1 Root Cause Analysis

RCA delivers reports and solutions to Incident Root Causes in the form of software Patch or other means that avoid similar Incidents in the future. Result of RCA are:

- Permanent fix to the Root Cause (Patch)
- Root Cause Analysis Report
- Other possible means including reasonable instructions.

The Goal is that all incidents must have root causes determined with patch or other solutions provided.

RCA can include intermediate means to help isolate the root cause during the next incident and/or to alleviate impact of the next incident.

2.3.3.2 Problem Management

Supplier keeps a list containing:

- all incidents connected with the Customer with unresolved root causes and current status;
- incidents connected with the Customer that have occurred more than once;
- Relevant Events from Event Management that have or may have direct effect on the Customer's IPS installation, such as required component update, required version upgrade, required patch of system component, etc. which can rise from the system intrinsically (e.g. a resolved root cause and resulting patch from RCA with another Forbis customer) or from the underlying technologies that IPS system is built on (e.g. Oracle database mandatory upgrade or software Patch).

The goal of Problem management is to guarantee that Forbis IPS software can run on up-to-date system components, has clear upgrade path to newer versions of the system and underlying technologies and that different events are cross-correlated and analysed for resulting effect or unexpected potential Incidents.

Supplier can propose to close Problems even if the Root Cause is not determined. The proposal must include the reason for closing the Problem.

2.3.4 Application Management

2.3.4.1 Configuration Approvals

The Supplier will Confirm planned configuration changes by the Customer

The Customer will enter RFS to ServiceDesk with request to confirm planned configuration change with details of planned change.

The Supplier will perform evaluation of planned changes to Customer's system and will confirm planned changes or propose amendments within agreed timeframe.

The goal is to avoid changes that can cause disruptions or degradation of Forbis IPS system availability and functional and non-functional quality.

2.4 SLA MATRIX

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Incident Reaction	CRITICAL	CRITICAL PRIORITY = 30m	Starting from incident registering time in SD system up to real activities with this incident have started	24/7	MONTHLY	N/A
Incident Reaction	HIGH	HIGH PRIORITY = 2h	Starting from incident registering time in SD system up to real activities with this incident have started	24/7	MONTHLY	N/A
Incident Reaction	NORMAL (ORDINARY)	NORMAL PRIORITY = 1D	Starting from incident registering time in SD system up to real activities with this incident have started	9/5	MONTHLY	N/A
Incident Reaction	LOW	LOW PRIORITY = 3D	Starting from incident registering time in SD system up to real activities with this incident have started	9/5	MONTHLY	N/A
Workaround	CRITICAL	CRITICAL PRIORITY = 2h	Starting from incident registering up to workaround is delivered. If no workaround could be presented, the Patch is delivered.	24/7	MONTHLY	1
Workaround	HIGH	HIGH PRIORITY = 6h	Starting from incident registering up to workaround is delivered. If no workaround could be presented, the Patch is delivered.	24/7	MONTHLY	1
Workaround	NORMAL (ORDINARY)	NORMAL PRIORITY = 4D	Starting from incident registering up to workaround is delivered. If no workaround could be presented, the Patch is delivered.	9/5	MONTHLY	3

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Workaround	LOW	LOW PRIORITY = 2W	Starting from incident registering up to workaround is delivered. If no workaround could be presented, the Patch is delivered according to SLA terms.	9/5	MONTHLY	N/A
Patch	CRITICAL HIGH	CRITICAL, HIGH PRIORITY = 1W	Starting from the incident registering time up to patch is delivered to the Customer and incident or problem is solved	9/5	MONTHLY	1

Patch	NORMAL (ORDINARY)	NORMAL PRIORITY = 3W	Starting from the incident registering time up to patch is delivered to the Customer and incident or problem is solved	9/5	MONTHLY	3
Patch	LOW	LOW PRIORITY = RELEASE THE BEST EFFORT	Starting from the incident registering time up to patch is delivered to the Customer and incident or problem is solved	9/5	MONTHLY	3
Root Cause Analysis	CRITICAL, HIGH	CRITICAL, HIGH PRIORITY = 1W	All High priority incidents must have root cause analysis performed during one week after incident happens	9/5	MONTHLY	3
Root Cause Analysis	NORMAL (ORDINARY)	NORMAL PRIORITY = 3W	Normal priority incidents must have root cause analysis during 3W after incident.	9/5	MONTHLY	3
Root Cause Analysis	LOW	LOW PRIORITY = 3M	Low priority repeated incidents (2 or more times) must have root cause analysis during 3M after incident.	9/5	MONTHLY	N/A

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Problem Management	ANY	Problems are defined by Forbis	Problems must be defined by Forbis to all incidents and potential incidents (e.g. required patch of underlying technology like Oracle database)	9/5	MONTHLY	3
Configuration Approvals	HIGH	HIGH PRIORITY = 1W	Confirmation time starts from registering request in Supplier's Service Desk system up to response for the configuration change is registered in Supplier's Service Desk system.	9/5	MONTHLY	3
Configuration Approvals	NORMAL	NORMAL PRIORITY = 2W	Confirmation time starts from registering request in Supplier's Service Desk system up to response for the configuration change is registered in Supplier's Service Desk system.	9/5	MONTHLY	N/A
Configuration Approvals	LOW	LOW PRIORITY = 1M	Confirmation time starts from registering request in Supplier's Service Desk system up to response for the configuration change is registered in Supplier's Service Desk system.	9/5	MONTHLY	N/A

3 Development

3.1 Introduction

3.1.1 Scope. This Schedule **Development** (Statement of Work), including Attachments, sets out the Services that will be delivered by the Supplier to the Customer.

3.2 Definitions and interpretations

3.2.1 Terms and acronyms used in the Schedule. Capitalised terms used in this Schedule have the same meaning as ascribed to them in Schedule (Interpretations, Acronyms and Definitions to the Agreement).

3.3 The Service

3.3.1 Part of the Service provided by the Supplier according the Agreement are Development services of Forbis IPS system. The services are defined according to ITIL structure.

3.3.1.1 Request For Change

This step initiates Development service delivery process. The Customer prepares RfC document and registers in Service Desk System RfC to the Supplier.

The Supplier reviews RfC and does one of the following:

- A – Accepts RfC and initiates Proposal for Change, OR;
- B – Sends RfC rejection note including exhaustive list of issues preventing acceptance.

RfC will be sent to the Supplier on given contacts and on RfC Form. Monthly report will contain list of received RfC during reporting period plus current status.

3.3.1.2 Proposal for Change

The Supplier has Accepted RfC and initiates building proposal for change with scope of Analysis or Development, depending on RfC scope.

The Proposal for Change must include the following items:

- Cost
- Time
- High level project plan .

PfC will be forwarded to the Customer on PfC Form and nominally constitutes a binding proposal.

3.3.1.3 Progress Reporting

Progress reporting shall be agreed separately according to applied development model and according agreed report template.

3.3.1.4 Development Delivery

The Supplier will deliver Change as follows:

- Change Package for deployment
- Release Notes
- Deployment tools and instructions
- Indication of passed Test and Test Protocols upon request according Schedule [TT] Testing procedure
- Rollback Plan and tools if applicable
- Acceptance tests (tools) if applicable.

3.3.1.5 *Audit Reporting*

On customer request for Work Orders based on time and material spent model, the Supplier will deliver to the Customer work logs of all teams involved in development of RfC.
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3.3.1.6 *Development Portal*

The Supplier keeps a Development Portal for recording development progress and for bug-tracking, test logs etc.

The Customer's responsible persons will have access to project artefacts and are responsible for bug reporting for the relevant RfC.
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3.4 SLA MATRIX

NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Request for Change	HIGH	HIGH = 2W NORMAL = 2M LOW = 2M	Starting from RfC registration up to Supplier's acceptance or rejection. The time, during which the Supplier is waiting for the information from the Customers side shall be deducted from the time dedicated for execution of certain obligation according SLA.	9/5	MONTHLY	3
Change Proposal	N/A	Default standard is 2W The Supplier must inform the Customer if compiling proposal takes more than 1 week. 4 weeks is maximum.	Starting from RfC registration up to Supplier's acceptance or rejection. The time, during which the Supplier is waiting for the information from the Customers side shall be deducted from the time dedicated for execution of certain obligation according SLA	9/5	MONTHLY	-
Progress Reporting	N/A	Monthly reporting on progress	Reports uploaded to Development Portal once per month.	9/5	MONTHLY	-
Development Delivery	N/A	Development delivery shall be deemed in conform with SLA, if the Suplier proceeded testing according the rules indicated in Schedule TT (Acceptance Testing) and further criterias are met: 0 Critical Issues 0 Medium Issues 5 Minor Issues (subject to RfC or PfC) 10% Time Buffer allowance unless mandatory date set in RfC.		9/5	MONTHLY	2

		10% Cost Buffer allowance unless Binding Proposal required in RfC. The Parties may also separately agree on different criterias.				
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NAME	PRI.	SLA CRITERIA	Measuring	HOURS	REPORT	CREDITS
Audit Reporting	N/A	5 Business days from request		9/5	ON REQUEST	-
Development Portal	N/A	Accessible on 9/5 basis. 99% AVAILABILITY	(Availability in minutes during Working Days) divided by (Workdays/month * 9h*60min)	9/5	MONTHLY	-

1 Introduction

1.1 Customer warranties

1.1.1 For the Term of the Agreement the Customer warrants that:

- (a) it has full capacity and authority and all necessary licenses, permits and consents (including but not limited to, where circumstances and procedures so require, the consent of its board of directors) to enter into and to perform the Agreement;
- (a) the conclusion and signing of this Agreement and honouring the obligations entered into under it do not contravene the articles of incorporation of the Customer, nor its arrangements, contracts, agreements or obligations or the rights and legitimate interests of other third parties, nor the requirements of legislation of the applicable law, the rights and legitimate interests of the Customer and its shareholders, the rights and legitimate interests of any third parties;
- (b) a duly authorised representative of the Customer executes the Agreement;
- (c) it shall ensure that all personnel assigned by it to provide assistance to the Supplier shall have the requisite skill qualification and experience to perform the tasks assigned to them;
- (d) it shall provide the Supplier with all assistance materials and accurate information reasonably required by the Supplier for the purposes of enabling it to provide Services;
- (e) it shall provide the Supplier with such access to its premises as may be reasonably required for the purposes of providing the Services;
- (f) each of the Transferred Assets from the Customer to the Supplier is (or will be at the date upon which title in such Transferred Asset is to be transferred hereunder) owned legally and beneficially by the Customer or the Customer will be able to procure its sale to the Supplier free from any third party right, option, right to acquire, mortgage, charge, pledge, lien or other form of security or equity other than Transferred Assets which are held under Equipment Leases, if any; and
- (g) the Customer Software and the Customer Data and its use by the Supplier or the Sub-contractors in the provision of the Services and in accordance with the Agreement will not infringe any Third Party's Intellectual Property Rights provided that no warranty is given with respect to any use outside the provision of the Services or otherwise than in accordance with the Agreement and the instructions of the Customer or a Service Recipient.

1.2 Supplier warranties

1.2.1 The Supplier warrants that:

- (a) it has full capacity and authority and all necessary licences, permits and consents (including but not limited to, where circumstances and procedures so require, the consent of the Supplier Parent) to enter into and to perform the Agreement;
- (b) the conclusion and signing of this Agreement and honouring the obligations entered into under it do not contravene the articles of incorporation of the Supplier, nor its arrangements, contracts, agreements or obligations or the rights and legitimate interests of other third parties, nor the requirements of legislation of the applicable law, the rights and legitimate interests of the Supplier and its shareholders, the rights and legitimate interests of any third parties;

- (c) a duly authorised representative of the Supplier executes the Agreement;
- (d) the Supplier Software and its use by the Customer or Service Recipients in accordance with the Agreement will not infringe any Third Party's Intellectual Property Rights provided that no warranty is given with respect to any use outside the provision of the Services or otherwise than in accordance with the Agreement;
- (e) the Supplier will discharge its obligations under the Agreement with all reasonable skill, care and diligence including but not limited to best industry practice and (without limiting the scope of this Clause) in accordance with its own established internal procedures as applicable;
- (f) the Services and Deliverables will comply with and be provided in accordance with the Service Levels and the standards and policies specified in the Agreement;
- (g) the Supplier shall implement best industry practice for testing and quality assurance to avoid errors and defects in the Services, Deliverables and Supplier Software delivered to the Customer; – if there is such errors or defects the Supplier will be obliged to rectify those;
- (h) the Services and the Deliverables meet the requirements provided by the Customer, including as to functionality, knowledge transfer, integration and security, if applicable;
- (i) the Services and Deliverables will be performed by a sufficient number of appropriately experienced, qualified and trained professional service Personnel with all due skill, care and diligence and in accordance with best practice;
- (j) the Supplier will, provided that the Customer inform of these requirements and given sufficient time to implement, comply with all Supplier Regulatory Requirements and those of the Customer Regulatory Requirements and Service Recipients Regulatory Requirements, in accordance with the provisions of this Agreement. The Parties will agree separately on price, deadlines and other terms for the implementation of such obligation;
- (k) all statements and representations made to the Customer in connection with tendering for and entering into the Agreement are, to the best of its knowledge, information and belief, true and accurate;
- (l) the Supplier has and will maintain in good standing all licenses, registrations, permits and all approvals required under local Law necessary to perform the Services and to otherwise operate its business;
- (m) the Supplier, any Supplier Group Entity, any of its Sub-contractors, or any employee of such, has not used or will not use any Confidential Information to obtain financial gain, advantage or any other benefit for the Supplier, any Supplier Group Entity, any of its Sub-contractors, any of their employees, any member of the immediate family of any such employee, or any other Person; the Supplier, any Supplier Group Entity, any of its Sub-contractors, or any employee of such, has not disclosed and/or transferred or will not disclose or transfer any Confidential Information to any third person without prior consent of the Customer unless otherwise specified by the Agreement;
- (n) the Software does not contain, and the Supplier will not insert into the Software, any code that could be invoked to disable or otherwise shut down all or any portion of the Software, Equipment and/or Systems;
- (o) the Supplier will not use Third Party materials consisting of Software containing disabling code without the prior approval of the Customer. For the purposes of this

warranty, code that serves the function of ensuring software license compliance (including passwords) will not be deemed disabling code, provided that the Supplier will use commercially reasonable efforts to attempt to learn from Third Parties whether such code is included in Third Party products and will notify the Customer accordingly and obtain the Customer's approval prior to installing such code in any Software, Equipment or System;

- (p) the Supplier will maintain the Equipment and Software so that they operate in accordance with the Service Levels and their specifications, including:
 - i. maintaining Equipment in order to provide the Services in accordance with the Agreement;
 - ii. undertaking repairs and preventive maintenance on Equipment and Software in accordance with the applicable Equipment manufacturer's recommendations and requirements (and the other requirements set out in this Agreement); and
 - iii. performing Software maintenance in accordance with the applicable Software, the relevant Documentation, recommendations and requirements and in accordance with the currency requirements set out in this Agreement;
- (q) any Supplier Software and any Equipment provided by the Supplier will comply with the applicable Documentation and will provide the functions and features and operate in the manner described in the Documentation and specifications;
- (r) functionality has to the highest possible degree been achieved by re-use of components and objects already provided to a Service Recipient; and
- (s) on behalf of itself and the Supplier Group Entities , in the three (3) Years prior to the Signature Date and throughout the Term:
 - i. it has conducted all financial auditing and reporting activities in compliance with generally accepted accounting practices and Applicable Law that applies to it in any country where it files accounts;
 - ii. it has been in full compliance with all Applicable Laws relating to securities and regulations; and
 - iii. it has performed, and has not omitted, any act with respect to its financial accounting or reporting; which could have an adverse effect on the Supplier's ability as an ongoing business group to fulfil its obligations under the Agreement.

1.3 Separate warranties and representations

- 1.3.1** Each of the above in [Clause 2.1](#) will be construed as a separate warranty or representation on behalf of the Supplier and will not be limited or restricted by reference to, or inference from, the terms of any other warranty or representation or any other terms of this Agreement. The Supplier agrees that its compliance with any or all of the warranties and representations contained under this Schedule will not itself constitute performance of any of its other obligations under this Agreement.

1.4 Remedies if warranties and representations are breached

- 1.4.1** In the event of a Party's breach of a warranty or a representation all remedies set out in this Agreement will be available to the other Party. The Party in breach of a warranty or representation will be liable for damages (which are subject to the limitations and exceptions set out in this Agreement).

Signed for and on behalf of the Customer:

By _____
Name _____
Title _____
Date _____

Signed for and on behalf of the Supplier:

By _____
Name _____
Title _____
Date _____