

# Cloud Services Support Policy for Core Products and Infinity

This policy describes the Support Services which are provided for the Core Products and Infinity when provided as Cloud Services during the Support Term only if designated in the Order Form signed by Temenos and the Client for which the necessary fees have been paid. This policy is governed by the Agreement in place between Temenos and the Client. Please note that this document does not apply to Temenos Software licensed for on premises deployment.

## 1. Definitions:

The defined terms set out below and in the Agreement apply unless the context requires otherwise. If there is a conflict between the defined terms in the Agreement and the definition given below, the definitions below shall prevail with respect to this support policy.

<b>Application</b>	Either a Client Application or the Temenos Application
<b>Backup</b>	A snapshot of a Temenos Environment representing the state of that Temenos Environment and any data it contains at a particular point in time.
<b>Client Application</b>	A software application developed in whole or in part by or on behalf of the Client
<b>Client Portal</b>	The web based portal or url(s) provided to the Client from time-to-time in order to access the Support Services.
<b>Core Products</b>	The Temenos Software designated as such in the Order Form and which may include Transact (T24), Financial Crime Management (FCM); Temenos Payments Hub (TPH); Analytics; and Temenos Channels (UXP) .
<b>Dependency</b>	Any responsibilities, Client requirements, roles and obligations of the Client required for the purpose of enabling or facilitating the performance of the Cloud Services and which are set out in the relevant Agreement.
<b>Developments</b>	Any development or modification to the Temenos Software, made by Temenos (or a Temenos Affiliate) at the Client's request. Developments are identified in the relevant Order Form.
<b>Implementing Party</b>	The Temenos entity, or a Temenos partner or other third party providing Professional Services to the Client.
<b>Incident</b>	An unplanned interruption to or deviation from the Cloud Services or a reduction in the quality of that service and including (in the context of the Cloud Services provided) as a result of a Software Non-Conformity. Incident management is the process of managing the lifecycle of all Incidents that happen or could happen in delivering the Cloud Services
<b>Infinity</b>	The Temenos Software designated as such in the Order Form and which may include DBX Digital Banking Platform, Quantum, Experience APIs, DBX Application, Onboarding, Customer 360, Journey Manager, Journey Workspace, and Journey Analytics.

<b>IT Service Continuity</b>	The activities undertaken by Temenos to provide service continuity in the event of a disaster or a need to activate the Temenos business continuity plan or service continuity management plan in respect of a Major Incident.
<b>Major Incident</b>	An event or series of events with wide impact on the Cloud Services and critical urgency.
<b>Non-Production Environment</b>	A non-production or non-live Temenos Environment which may include an environment designed and build for SIT, demonstrations or training and to which no service levels apply.
<b>Non Software Fix</b>	A configuration change, a Workaround, a data modification, or other change that is implemented to resolve a Non-Conformity and that does not involve a Software Fix.
<b>Production Environment</b>	A Temenos Environment which is designed, built and maintained in order for live or production purposes and where applicable to hold Client Data and be made available to a specified service level as defined in this support policy. This may include LIVE or UAT.
<b>Qualification</b>	Means the determination by Temenos of (i) the nature of the Incident Including any Software Non-Conformity and (ii) the proposed resolution.
<b>Problem</b>	<p>A problem is defined as the root cause of one or many Incidents. A Problem ticket is opened for every Incident and will address the root cause of the Incident. For clarity, a Software Non Conformity is a Problem and a Problem ticket is opened for any Software Non Conformity</p> <p>Problem management is the process responsible for managing the lifecycle of all Problems that happen or could happen in delivering the Cloud Services.</p>
<b>Service Restoration</b>	The correction or elimination of an Incident.
<b>Software Fix</b>	A coding change to the Temenos Software or any part of it to fix a Problem and which may include a patch, fix, Workaround, service pack or build.
<b>Software Non-Conformity</b>	Occurs where, the Temenos Software does not perform the functions described in the applicable Documentation.
<b>Support Services</b>	The activities and services undertaken by Temenos under this support policy.
<b>Temenos Application</b>	The software application with common and selectable features and functionality (including DBX Application) provided by Temenos for use in conjunction with the Platform Services (Quantum)

<b>Temenos Environment</b>	The cloud environments under the control of Temenos used to provide the Cloud Services. Temenos Environments are further sub-divided into Production Environments and Non-Production Environments.
<b>Temenos Service Desk</b>	The help desk system provided by Temenos for the requesting and provision of support related to the Cloud Services and the Temenos Software. This is also referred to as the Temenos Customer Support Portal ("TCSP").
<b>Temenos Software</b>	The Temenos software modules set out in the applicable Order Form.
<b>Update</b>	A change to the Temenos Software as part of Support Services and may include Software Fixes.
<b>Upgrade or Main Release</b>	A major qualified and tested release of the Temenos Software or any part of it that includes Software Fixes and any improvement added to the functionality of the Temenos Software as part of Support Services as to constitute revised Temenos Software or part thereof; a Main Release is usually released annually.
<b>Workaround</b>	A procedural change that works around a Problem, a Software Non-Conformity or is a temporary / hot fix.

## 2. Release Management

Temenos makes available Updates and Upgrades (new Main Releases) of the Temenos Software purchased by the Client in accordance with the relevant policy for that specific software. Generally, a new Main Release is made available each calendar year. If the Client decides to install Updates, upon written request, Temenos shall give Client the necessary assistance to install them at then current published rates. The Client may refuse to install Updates; in such event, Temenos agrees to maintain the Temenos Software in the form in effect on the date Temenos requested the Client to accept any such Update, provided, however, that Temenos shall not be bound to provide any Support Services for the Temenos Software (or part thereof) that is more than two (2) Main Releases behind the then current Main Release which is being offered to all of Temenos' other customers. The Client also recognises that its failure to implement Updates may render the Temenos Software (or part thereof) non-conforming with regard to its Documentation and the Client assumes all risks arising therefrom.

The implementation of changes to the Temenos Environments by Temenos is subject to Temenos release and operational change management procedures.

For Infinity: the Updates and Upgrades for certain Temenos Software including hot fixes, patches are made available for the Client as part of the Cloud Services. Clients are strongly recommended to remain current on Updates, patches and fixes as made available and Upgrades at least once per year to maximise security and functionality.

The Client is solely responsible for testing all Updates and Upgrades with respect to Applications (including Origination / Journey Applications) and interactions with the Client's networks and systems.

For Quantum: Temenos will provide the Support Services for the current version of the Temenos Software as at the date of the applicable Order Form for a period of 12 months from the time of the next Main Release (ie the 24 months). If an Upgrade is provided by Temenos, the Support Services for the previous Main Release will be limited support (hotfixes and patches and no enhancements or re-releases).

For Journey Manager: Form authoring tools for Origination Applications (also known as Journey Application) and other components of the relevant Platform Services may also be subject to Updates and Upgrades and other patches and fixes. New releases of these tools do not result in automatic changes to the Origination Applications previously authored. The Client is solely responsible for determining whether it wishes to changes its Origination Applications in order to take advantage of the Updates and Upgrades

and patches to these tools. Updates and Upgrades to the Journey Manager Platform or the Origination Application development tools may affect the operation of later modified Origination Applications in certain cases. Origination Applications may be created by the Client, by Temenos or the Client or by Client's contractors and the Client may choose to engage these contractors to provide support for the relevant Origination Applications.

For Core Products : Updates and patches are available to the Client but are only implemented by Temenos following the procedure set out below. Upgrades are implemented subject to agreement to the Professional Services for the provision of such upgrade services.

The implementation of changes to the Temenos Environments is subject to Temenos release and operational change management procedures.

All changes are subject to change control prior to implementation and will be reviewed by the Temenos Change Advisory Board (CAB) to ensure:

- The risk of the change is known
- Appropriate planning has been undertaken to manage that risk and protect service
- Changes items are scheduled for the most appropriate change window
- Sufficient validation can be performed post implementation to ascertain the success (or otherwise) of the change
- A backout / restoration plan is in place should the change implementation be unsuccessful
- All implemented changes are reviewed to ensure no further actions are required
- Change items are applied correctly through the promotional model for the service
- An Emergency CAB (E-CAB) is in place to handle emergency changes
- Outside of scheduled CAB meetings change items can be approved via normal workflow.

Multiple change items may be implemented to a Cloud Environment as a change pack. Each change pack will then be treated as a single entity and promoted to Cloud Environments as a whole.

Once a change or change pack has been promoted to the UAT environment it must be tested and either a) promoted to PRE-PROD before LIVE; or b) backed out of the UAT environment before any other change can be implemented to the UAT environment.

### **3. Support Services**

#### **Temenos Service Desk**

- Temenos provides support regarding the operation and use of the Cloud Services including the resolving of functional and technical Incidents.
- Temenos provides technical support bulletins, on line knowledge base resources and learning systems.
- Assistance to resolve the Incident will be via telephone or the Temenos Service Desk accessed via the Client Portal. The Client is responsible for first level help desk within the Client's user base. The Client must provide the information requested by Temenos in order for Temenos to respond and/or resolve the Incidents.
- The Client will supply details of all staff authorized to log Incidents with the Cloud Services to the Temenos Service Desk and the Client commits to suitably train all staff in the operation of the Cloud Services and the Temenos Software. Staff designated by the Client to log Incidents shall not exceed the number of individuals specified for the Support Services purchased, unless expressly agreed with Temenos in writing. The designated Client staff shall be available for the duration of the Incident to provide information and verification where required.
- Prior to logging an incident, the Client must ensure (i) that the Incident has not previously been logged, (ii) that the knowledge to resolve the Incident is not held by the Client, (iii) that the request matches the business practice of the Client and any third party suppliers, e.g., the SWIFT organization; (iv) that the Incident is not caused by: improper usage of the Temenos Software; Third Party Resources; or dependencies on the Client's own systems and environments and (v)

that it has searched the Client Portal repository for known Incidents (where available) and confirmed that it is not an Incident already addressed.

- Temenos will make available documentation and forms relating to the information required from the Client for each Incident to be processed and resolved. The Client will ensure that all Incidents logged are fully documented to allow the Temenos Service Desk to readily identify the nature of each Incident and resolve such incident; including provision of an outline of the business impact of the incident and any other additional reasonably required information.
- The Client shall provide Temenos with a general description of the Incident and its characteristics, steps to reproduce the errors, documented examples of any Software Non-Conformities, screen shots, details of mobile device type and carrier and the exact text of any error messages. The Client acknowledges that it may not be possible for Temenos to provide Support Services and manage Incidents if such examples, information or documents are not provided to Temenos on a timely basis.
- All Incidents requiring assistance from the Temenos Service Desk will be logged with the Temenos Service Desk.
- For Priority 1 Incident, the Client must first dial the 24/7 Critical Call Centre telephone number.
- Access codes, passwords, e-mails, direct Temenos Service Desk telephone dialling information, and ultimate disaster recovery contact points will be supplied to the Client after the Effective Date of the Order Form.
- Temenos Service desk staff undertake the Qualification of the Incident based on the stated impact, urgency and the time the Incident was raised. If the Client requires the Incident to be handled on a more urgent basis, it shall escalate to 24/7 Critical Call Centre.
- Service Restoration of an Incident may involve any or all of the following:
  - An operating procedure to the Management Services provided by Temenos to correct the impact of the Incident;
  - A revised operating procedure agreed to be implemented by the Client; or
  - A Non Software Fix.

For Problem fixing: a Software Fix may be provided as part of an Update to the Client.

- To determine the status of each logged Incident, the Client will use the Temenos Service Desk.
- Temenos Service Desk staff will update the Client with each action undertaken in the resolution of an Incident ensuring that the Client has access to up to date information on each Incident.
- If an Incident cannot be replicated consistently then the Incident will be closed as unable to replicate and there shall be no obligation to implement a Software Fix. However, where possible and relevant, Temenos will provide a Non-Software Fix within the agreed timescale.
- The Client's co-operation and prior consent may be required to apply a resolution to the relevant Cloud Environments. Where possible and appropriate, the Client shall review, test, and accept the proposed resolution prior to promotion to any Production Environment. Any change to this process shall require the prior consent of the Client. Temenos shall not be liable for any delay on the part of the Client in providing its co-operation, review or consent.
- If Temenos becomes aware of an Incident (for example via service monitoring), which Temenos reasonably believes may impact the performance of the Cloud Services, then Temenos will:
  - Report the Incident to the Client via the Client Portal and for any Incident Priority 1 Temenos shall communicate the Incident Priority 1 to the Client's nominated representative appointed by the Client for such matters;

- For an Incident Priority 1 arising from a Software Non Conformity, publish the details of the relevant Update in which the incident is fixed; and
- For any other Incidents, arising from a Software Non Conformity, include the necessary fixes and related Documentation in the next relevant Update.
- Three days following a resolution, an Incident will be automatically closed. A closed Incident cannot be reopened, a new Incident must be logged.
- Temenos shall keep records of all duties carried out as part of the Support Services and the Client may make Service Request to obtain access to such records for review.
- If Temenos is required to provide on-site incident response and resolution, Temenos shall charge the Client for consulting fees associated with such work. Direct costs shall also be chargeable (e.g: travel costs related to the on-site visit.)
- By making a support request, the Client gives Temenos permission to access the relevant environments as reasonably required to provide the Support Services and in doing so consents to Temenos accessing the Client Data to the extent necessary to provide the Support Services.

### **Priority categorization and management**

Priority categorization and management will be conducted as follows:-

Incident Priority Definition	Initial Response Time Target	Status Update frequency Target	Service Restoration target from the Initial Response Time Target
<p>1- Critical</p> <p>The event has widespread impact to the business and across the Cloud Services being delivered, introducing high risk and exposure for the business.</p> <p>For LIVE Production Environments only</p> <p>Log within the Client Portal under the category 'SEV 1 – Blocker'</p>	<15 minutes	30 minutes	< 4 hours
<p>2- High</p> <p>Key processing or service component failure, carrying a significant impact to normal operations.</p> <p>For LIVE Production Environments only</p> <p>Log within the Client Portal under the category 'SEV 2 – Critical'</p>	<30 minutes	1 hour	< 8 hours
<p>3- Medium</p>	<1 business day	1 business day	< 5 business days

<p>Effect contained to a specific area of service functionality, but with viable mitigation available through operational procedure.</p> <p>Log within the Client Portal under the category 'SEV 3 – High'</p>			
<p>4- Low</p> <p>A specific, isolated fault or deviation in the service that requires correction or alteration to operational procedures until a root cause solution is made available.</p> <p>Log within the Client Portal under the category 'SEV 4 – Medium'</p>	< 2 business days	weekly	< 20 business days

If in order to resolve a Problem, a Software Fix is required, Temenos shall notify the Client and agree the timeline for the deployment for the provision of an Update or a Workaround.

#### Major Incidents

All Priority 1 Incidents shall be treated as a Major Incident. In such event, Temenos shall:-

- Provide close dedicated management attention to the Incident through to resolution;
- Engage upper tier technical expertise as required
- Provide consistent and timely communications with the Client and its Nominated Representatives; and
- Perform a post Incident review to assess the detail of the Major Incident to build a mitigation plan to prevent further impact or recurrence.

Temenos' obligation to remedy an Incident including a Software Non-Conformity shall not apply in the event of; or in relation to:

- alteration (local or otherwise) having been made to the Temenos Software other than by Temenos or with its written consent;
- configurations, adaptations or variations made by the Client to the Temenos Application provided by Temenos;
- a Client Application;
- use of the Temenos Software or any deliverable in a manner inconsistent with the Documentation or specifications;
- failure in the Client's hardware or networks/infrastructure which is outside the control of Temenos;
- failure in third party software, interfaces, end points, services or data feeds not supplied by Temenos or the combination of the Temenos Software with such third party materials not approved by Temenos in writing;
- failure by the Client to adhere to or to use any required configurations, operating environment or hardware specified by Temenos;
- failure by the Client to provide the relevant information required by Temenos to manage the Incident;
- failure by the Client to accept or conduct installation of Updates, patches etc; and/or



- wilful or negligent acts or omissions of the Client.

If it is determined that the requirement to provide Support Services is due to any of the above, or any work conducted by Temenos is not linked or generated by the Temenos Software and/or Cloud Services, Temenos shall be entitled to either recover from the Client the cost of investigating or any work carried out on a time and material basis at then current published Temenos rates; or charge the Client \$500 per ticket logged with the Temenos Service Desk.

All Third Party Components (as defined below) which have been licensed by the Client or to which the Client has access via the Cloud Services will be subject to such supplier's support policy. The Temenos Service Desk will endeavour to resolve any incidents with the licensed Third Party Component(s). Where escalation of the call to the third party supplier is necessary to obtain satisfactory resolution, the Temenos Service Desk will act as the administration point, responsible for escalating the service call and co-ordinating any response. No undertakings as to the service commitments of any third party supplier are made by Temenos. The period of support for a Third Party Component(s) may be reduced due to the support policy imposed by the supplier. "Third Party Components" means any third party products or components, which are for use in conjunction with the Temenos Software but are made available separately from the Temenos Software and may be embedded in the Temenos Software or supplied separately and which are licensed by Temenos from a third party vendor and are always subject to additional or separate terms and conditions as specified in the Order Form.

## 4. Restrictions

The Client accepts the following:

- Temenos does not provide first level support to the Client.
- The Client is responsible for the conducting its own due diligence and business impact analysis and ensuring that the Cloud Services meets the Client's own regulatory and business continuity plan requirements.
- Client will not permit any third party who is not a Client User or End User access to the Cloud Services.
- Client is responsible for providing access to its Client Users and End Users and managing the security controls for such users.
- The Client Data is accessible only in accordance with the Documentation and the Agreement.
- Service maintenance will be carried out by Temenos as required and the Client does not have the right to inhibit these activities. Temenos will provide appropriate notification to the Client of any activities which may impact the Cloud Services.
- An audit trail is maintained for all changes at a Temenos Software application, Temenos Environment and database level. Clients only have access to audit trails at a Temenos Software application level however on a case by case basis, the Client may make a Service Request to access audit trails at Temenos Environment and database level.
- The Client will not have access to the Temenos Software except as provided through the unique URL. Direct access shall not be provided to any applications or databases under this Agreement.
- Service Resolution may be delayed by the Client's need or requirement to rebuild an Application or other Client testing or deployment activities which occur after the Incident has been resolved by Temenos.

## 5. Service Levels and Service Objectives

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Service Credit	A reduction to which the Client is eligible in the Fees payable by the Client monthly pro rata for the Cloud Services for a failure to meet the Service Levels
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Service Level	a level of performance or delivery specified as a “Service Level” for the designated Cloud Services
Service Objective	A level of performance or delivery specified as a “Service Objective” for the designated Cloud Services

- Temenos shall deliver the Cloud Services in accordance with the following Service Levels from the date that the Client first uses the Temenos Software in a LIVE Production Environment. In addition Temenos shall follow the Service Objectives. The Service Level and Services Objectives are subject to all the restrictions and limitations set out in this document
- Temenos will provide the Client with a monthly report or access to a self-service portal detailing its performance in respect of the Service Levels and the Service Objectives.
- Service Credits shall be made available by Temenos to the Client but the Service Credits available monthly shall not exceed ten per cent of the Fees pro rata on a monthly basis but excluding any applicable taxes, pass through expenses or other reimbursable items under the Agreement.
- Where a single Incident results in breach of one or more Service Level(s), the Client shall have the right to select one relevant Service Level under which it will be entitled to receive a Service Credit.
- Any claims for Service Credits must be made within four weeks of the Incident for which the Service Credit is being claimed and must be submitted in writing to Temenos with reference to the relevant monthly report and the supporting evidence.
- The Service Credit is the sole and exclusive remedy for a breach of the Service Level unless otherwise specified in the Agreement.
- Temenos will process any claim for Service Credits within forty-five days of receipt of such claim.
- If a Service Credit is applicable, Temenos will apply the Service Credit due as a credit against the Client account provided that the Client is in compliance with the Agreement and no undisputed invoices remain unpaid 90 days after the invoice date. A Client may not unilaterally offset any amount against Fees due for any breach of Service Levels.
- In the event that a default of Service Level constitutes Material Service Default, Temenos shall as soon as possible explain to the Client in a meeting the reasons for the occurrence of the Material Service Default and provide a plan of corrective issues to address the underlying causes of the Material Service Default and a timetable for its implementation. If the Client approves the Remediation Plan, Temenos will implement the Remediation Plan at its sole cost and expense. Pending the completion of the Remediation Plan, any rights of the Client to terminate or seek alternative remedies under the Agreement are suspended.

SERVICE LEVEL Name	Production Availability
Metric Description	The period of time (measured as a %) during the Committed Hours of Availability that a particular service has not been suffering from Unplanned Downtime

	<p>“Committed Hours of Availability” means the total amount of time in the Measurement Window (calculated in minutes, as follows: 24 hours per day multiplied by number of days multiplied by 60 minutes), excluding Agreed Outages.</p> <p>“Agreed Outages” means the period of time (computed in minutes) during the Measurement Window that the Temenos Environment is unavailable due to (i) Planned Maintenance; or (ii) the agreement of the Client. For clarity any outages experienced as part of the recovery of the service, or a service component, as the result of a disaster event or the implementation of IT Service Continuity are automatically classified as an Agreed Outage.</p> <p>“Planned Maintenance” means any activity undertaken in relation to the management and upkeep of the Temenos Environment, including the deployment of Updates and Upgrades and hot fixes.</p> <p>“Unplanned Downtime” means the period of time (measured in continuous minutes) of unscheduled interruptions in the availability of the Temenos Environment such that the Temenos Environment (or any component thereof) cannot be accessed and used.</p> <p>Availability of Journey Manager is measured as follows:</p> <hr/> <p>Journey Manager is considered to be available if a test Origination Application supplied by Temenos is able to be rendered successfully from an external endpoint. The successful rendering of a test Origination Application is deemed to be conclusive evidence that Journey Manager and its supporting infrastructure are operational and available.</p> <p>Journey Manager is considered to be unavailable from the time two consecutive renders of the Origination Application are unsuccessful at the external endpoint. Journey Manager is considered to become available again at the time the next successful render of an Origination Application occurs at the external endpoint.</p>
<b>Measurement Window</b>	Monthly

<b>Algorithm</b>	<p>The Availability of the Production Cloud Environments is calculated monthly as follows:</p> $\frac{[\text{Committed Hours of Availability}] - [\text{Unplanned Downtime}]}{[\text{Committed Hours of Availability}]} \times 100$ <p>For Journey Manager:</p> <p>Availability is measured at the end of each month for the preceding month as follows,</p> <p>Availability = (minutes in the monthly measurement period – minutes that Journey Manager was not available) / minutes in the monthly measurement period, excluding maintenance downtime</p>						
<b>Minimum Service Level</b>	99.9%						
<b>Constraints/Dependencies</b>	<p>Only applies to Production Cloud Environments.</p> <p>The Client must have accepted or applied all Updates, Upgrades and patches, and bug fixes provided by Temenos for the proper function and security of the Cloud Services.</p> <p>Any performance impacts due to failures in the Client's websites are excluded.</p>						
<b>Service Credit</b>	<table border="1"> <thead> <tr> <th>Monthly Uptime Percentage</th><th>Service Credit</th></tr> </thead> <tbody> <tr> <td>&lt; 99.9%</td><td>5%</td></tr> <tr> <td>&lt; 98%</td><td>10%</td></tr> </tbody> </table>	Monthly Uptime Percentage	Service Credit	< 99.9%	5%	< 98%	10%
Monthly Uptime Percentage	Service Credit						
< 99.9%	5%						
< 98%	10%						
<b>Material Service Default</b>	Service Level default three (3) or more times in a rolling twelve (12) month period.						

<b>SERVICE LEVEL Name</b>	<b>Incident Response</b>
<b>Metric Description</b>	<ul style="list-style-type: none"> <li>- To measure Incident Response Time for each of Priority 1 and Priority 2 Incidents.</li> <li>- "Incident Response Time" is measured (in minutes) from the time Temenos is notified or otherwise becomes aware of an Incident through an alert or other notification (including from Client) (the "log time") until Temenos notifies Client (via email, phone or case exchange) that it is aware of the Incident and has commenced to work on Resolving the Incident.</li> <li>- Incident Response Time Priority 1 = 15 minutes</li> <li>- Incident Response Time Priority 2 = 30 minutes</li> </ul>

<b>Measurement Window</b>	Monthly						
<b>Algorithm</b>	Total number of Incidents actually Responded to in the Measurement Window within designated Incident Response Time divided by the total number of Incidents in the Measurement Window multiplied by 100, with the result expressed as a percentage.						
<b>Minimum Service Level</b>	95%						
<b>Service Credit</b>	<table> <tr> <th>Breach Level for P1s and P2s</th><th>Service Credit</th></tr> <tr> <td>&lt;95%</td><td>2%</td></tr> <tr> <td>&lt;80%</td><td>5%</td></tr> </table>	Breach Level for P1s and P2s	Service Credit	<95%	2%	<80%	5%
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<95%	2%						
<80%	5%						
<b>Constraints/Dependencies</b>	Applies to Production Environment only All P1 Incidents logged by the Client or implementing party must be followed up by a call into the Cloud Service Desk by the Client						

<b>SERVICE LEVEL Name</b>	<b>Incident Restore</b>						
<b>Metric Description</b>	<p>To measure Incident Restore Time for each Incident Priority 1, and Incident Priority 2.</p> <p>“Service Restoration” means the correction or elimination of an Incident.</p> <p>“Incident Restore Time” is measured (in minutes) from the log time and shall conclude at Service Restoration</p> <p>Incident Restoration Time P1 = 4 hours</p> <p>Incident Restoration Time P2 = 8 hours</p> <p>Automatic senior escalation within Temenos operations team occurs if a P1 is unresolved in &lt; 2 hours.</p>						
<b>Measurement Window</b>	Monthly						
<b>Algorithm</b>	Total number of Incidents actually Restored during the Measurement Window within designated Incident Restore Time divided by the total number of Incidents during the Measurement Window multiplied by 100, with the result expressed as a percentage.						
<b>Minimum Service Level</b>	95%						
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Breach Level for P1s and P2s	Service Credit						
<95%	2%						
<80%	5%						
<b>Constraints / Dependencies</b>	Applies to LIVE Production Environment only All P1 Incidents logged by the Client or implementing party must be followed up by a call into the Temenos Service Desk by the Client						

<b>SERVICE LEVEL Name</b>	<b>COB for Transact</b>
<b>Metric Description</b>	Successful completion of Close of Business, excluding pre and post COB activities such as Backups.

	<p>“COB Event” means for each calendar day of a monthly period the completion of the primary phases of COB for the Production/Live Temenos Environment.</p> <p>“Total COB Conducted” means the number of COB Events conducted in the Measurement Period, excluding any Excluded Days.</p> <p>“Successfully Completed” means all stages of COB completed within the required period of time excluding time to resolve errors.</p> <p>“Unsuccessful COB” means a failure of the COB Event to be Successfully Completed within the required period of time excluding Client Caused Delays.</p> <p>“Client Caused Delays” means the period of time during the performance of a COB Event that Temenos’ performance of the COB Event is delayed in order to procure directions and/or approvals from Client that are required to complete the COB Event.</p> <p>“Excluded Day” means any day that is the last day of the month, the last day of a calendar quarter or the last day of a calendar year provided that the COB on such day is Successfully Completed in ten (10) hours or less.</p>
<b>Measurement Window</b>	Monthly
<b>Algorithm</b>	(Total COB Conducted during the Measurement Window) minus (Number of Unsuccessful COB during the Measurement Window) divided by (Total COB Conducted during the Measurement Window) multiplied by 100, with the result expressed as a percentage.
<b>Service Level</b>	COB completion in 5 hours or less - 95%
<b>Constraints/ Dependencies</b>	Applies to LIVE Temenos Environment only Delays arising from a Client or a third party contractor to the Client
<b>Material Service default</b>	Failure to have Successfully Completed the COB Event by start of next business day seven (7) or more times in any Measurement Window.

### Service Objectives

Temenos will report to the Client on the following objectives each month. To the extent that Temenos is not meeting the Service Objectives, the issues shall be escalated and discussed at the quarterly review meeting.

	<b>Service Objectives</b>
<b>Production System Backups</b>	<p>Production System Backups (Database, Applications and Config) are completed successfully per the operational schedule and design.</p> <p>A successful Backup is defined as a Backup job that automatically occurs as scheduled (or that is manually triggered where required) that successfully completes within the period of time prescribed in the operational schedule and design.</p>
<b>Change Management</b>	Successful operational changes (patches and Updates) to the Temenos Environments managed by Temenos that produced a successful result.

	<p>“Operational Change” means the aggregate of client application software and application system changes during the Measurement Window. This may include both normal and emergency changes.</p> <p>A successful Operation Change is:</p> <p>(i) Where the performed actions described in the Change Request are completed within the agreed upon change window.</p> <p>(ii) If the change was successfully executed the agreed upon change window (for reasons other than those covered in (iii) below) without an impact to Client and did not require any material additional action by Client.</p>						
Successful Annual DR Test	All elements of the DR Plan (inclusive of all relevant system and applications) successfully executed and all testing completed on an annual basis.						
Problem management – Root cause analysis for Transact only	<p>To measure the time from when an Incident workaround is in place until a Root Cause Analysis (RCA) is completed</p> <p>“RCA Completion Time” is measured (in minutes) from the time an Incident workaround is in place until Temenos delivers to Client a written RCA</p> <p>Incident P1 - 2 business days</p> <p>Client may request root cause analysis for Incident P2</p> <p>Applies to LIVE Temenos Environment only</p>						
Problem management – Root cause resolution for Transact only	<p>To measure the time from when a RCA is delivered to Client until a permanent resolution is developed for each of Priority 1 through 4 Incidents. Applies to both reactive and proactive problem management.</p> <p>“RCA Resolution Time” is measured from the time an RCA is delivered to Client until a permanent resolution is developed by Temenos.</p> <table><tr><th>Severity Level</th><th>RCA Resolution Time (Cloud Infrastructure)</th><th>RCA Resolution Time (Temenos Software)</th></tr><tr><td>P1</td><td>2 business days</td><td>7 business days</td></tr></table> <p>RCA Resolution Time (Cloud Infrastructure) and RCA Resolution Time</p> <p>Resolution of Software Non Conformities shall be measured and reported separately.</p> <p>Client may request root cause analysis for P2</p>	Severity Level	RCA Resolution Time (Cloud Infrastructure)	RCA Resolution Time (Temenos Software)	P1	2 business days	7 business days
Severity Level	RCA Resolution Time (Cloud Infrastructure)	RCA Resolution Time (Temenos Software)					
P1	2 business days	7 business days					
Incident Response Times P3 and P4	<p>To measure Incident Response Time for each of Priority P3 and P4 Incidents.</p> <p>“Incident Response Time” is measured (in minutes) from the time Temenos is notified or otherwise becomes aware of an Incident through an alert or other notification (including from the Client) (the “log time”) until Temenos</p>						

	<p>notifies Client (via email, phone or case exchange) that it is aware of the Incident and has commenced to work on Resolving the Incident.</p> <p>Incident Response Time Priority 3 = 1 business day</p> <p>Incident Response Time Priority 4 = 2 business days</p> <p>Applies to LIVE Temenos Environment only</p>
<b>Incident Restore Times P3 and P4</b>	<p>To measure Incident Restore Time for each of Priority P3 and P4 Incidents.</p> <p>“Service Restoration” means the correction or elimination of an Incident.</p> <p>“Incident Restore Time” is measured (in minutes) from the log time and shall conclude at the time of Service Restoration.</p> <p>Incident Restore Time P3 = 5 business days</p> <p>Incident Restore Time P4 = 20 business days</p> <p>Applies to LIVE Temenos Environment only</p>
<b>Journey Manager Origination Application Service Performance</b>	<p>To measure the average standard test Origination Application rendering completion within 3 seconds, measured each calendar month after the go live of the Journey Manager Platform.</p> <p>Only applicable to LIVE Production Environments.</p> <p>The performance is measured at the external end point.</p> <p>It is a condition of use of Journey Manager that the Temenos supplied Test Origination Form provided with Journey Manager is not deleted by the Client as it must be available for monitoring purposes.</p>
<b>Fabric App Services Response Times Service Performance</b>	<p>To measure the time taken to process a request received from the device to the Fabric app services component, to the time it responds to the mobile device barring custom application code execution time.</p> <p>This excludes any delays due to the mobile wireless network and the time required to retrieve and process data from the Client owned or other external back end systems.</p> <p>App Services Response Time: 1.0 second</p> <p>This time can be measured through the reporting capabilities of the Quantum Platform using the internal service duration metric available in the service detail report.</p> <p>This objective shall not apply to the additional processing time required as a result of custom logic within the Client’s Application including but not limited to the preprocessors, java connectors, response parsing and post processors.</p>



	Only applicable to LIVE Production Environments
<b>Messaging services Response Times Service Performance</b>	<p>To measure the time taken to process a request received from a device to subscribe or unsubscribe for push notification to the Fabric messaging services components of the Temenos Software within the Temenos Environment, to the time it responds to the mobile device barring the time taken to transmit data over the mobile wireless network,</p> <p>Messaging Services response Time: 2.0 seconds.</p> <p>The Client shall open a support ticket in order for Temenos to verify the response time if the Client suspects that the response time is not performing within this defined service objective.</p> <p>Only applicable to LIVE Production Environments.</p>

- **Performance baselining**

Before establishing a specific Service Level or Service Objective in relation to the performance of the LIVE Production Environment including any performance relating to application response times, baseline performance and load testing must be performed. The Client and Temenos will agree the target baseline for the performance of the LIVE Production Environment.

The initial exercises are to be performed by the Implementing Party and should be done with no load in the system. The typical result is adjusting the configurations of the system to be more efficient (e.g. Run 1 query on API call instead of 5 unnecessarily, reduce the number of elements in payload).

Once the configuration tuning is performed by the Implementing Party, platform tuning exercise is conducted by Temenos if the target performance is not acceptable. Once initial baselines are agreeable, load testing needs to take place to confirm the scalability of the platform and confirm adherence to the target performance. Additional tuning may take place if necessary. The final result is an agreed Service Level or Service Objective for performance which will be documented and agreed in writing by an amendment to the Order Form. Performance against the agreed Service Level or Service Objective will be monitored periodically (quarterly).

### **General Limitations:**

The Service Levels and Service Objectives and do not apply in the following circumstances:

1. Due to a Force Majeure Event or a network or device failure external to the Temenos Environment(s), including at the Client's site or on any hosting services within the Client's own subscription;
2. The Client failed to inform Temenos of the usage of the Temenos Environments as Production Environments (ie for production or live usage);
3. Due to Third Party Resources including Client back end data sources which cause the Cloud Services to be rendered unavailable or operating with degraded performance.
4. As a result of inadequate Client bandwidth; service degradation or failure arising from Client scripts, Client forms, the Client website; or the misconfiguration of a Client owned device or Application;

5. Suspension of the Cloud Services by Temenos if Temenos reasonably determines that (i) the Client's use of the Cloud Services is a breach of the Acceptable Use Policy or poses a security risk or threat to the function of the Cloud Services or poses a security or liability risk or threat to Temenos or its Hosting Provider; or (ii) the Cloud Services or any component of such services are suffering or about to suffer a significant or persistent threat to security or functionality;
6. Due to system monitoring or penetration or security testing conducted by the Client;
7. Caused by the acts, errors, or omissions of the Client, an Affiliate of the Client, a User or a person for whom the Client is responsible;
8. The ordinary operation of the Cloud Services is suspended to comply with applicable laws or the directions of any government, regulator or other relevant authority with jurisdiction over the Temenos, the Client, the Client Users or the End Users;
9. A failure by the Client to perform its obligations under that Agreement that triggered the root cause of the breach of the Service Level; and
10. Where the failure to achieve a Service Level or Service Objective is not caused or principally contributed to by Temenos, a Temenos Affiliate or a Third Party Subcontractor.