

SERVICE LEVEL AGREEMENT (SLA)

BETWEEN

E-Transfer Technologies

Nou 63 1^a – 6^a, 17600 Figueres, Girona, Spain

(Hereinafter called "ETT")

AND

<CLIENT NAME>

<INSERT ADDRESS HERE>

(Hereinafter called "Client")

Effective as of <DATE>

For the Support of the Software Services and
Support of Server Hosting (where applicable)

1. INTRODUCTION

This Service Level Agreement (SLA) describes the general scope and nature of the services ETT will provide in relation to the ETT software licensed to the Client.

This document and any associated attachments are unique per Client and define the services to be provided during the period specified.

1.1 DEFINITIONS

In this Agreement the following expressions have these meanings set against them:

Client	<CLIENT NAME>
ETT	E-Transfer Technologies, SPAIN.
Services	Software as a Service (SAAS) - application on a dedicated server.
Assignment	The response by ETT to a request for Support.
Fault Condition	A fault condition is one in which the expected operation of the service fails due to improper design or server failure. A fault condition would not include requests by the Client for functional enhancements nor modifications of the existing design to overcome limitations of a particular product.
Support	Technical expertise in use of the Services that is provided by the ETT's staff, consultants or agents.
Supported Products	The components covered by the Services described within this Agreement are defined within the Supported Products section.

1.2 DOCUMENT OBJECTIVES

The objective of this SLA is to document the procedures used by the Company for providing services to the Client. The Agreement also documents the process for ensuring that calls are dealt with on a priority basis and that there are agreed levels of escalation and review.

Specifically, this document addresses:

- availability of the service
- range and scope of the service to be provided
- procedures to be observed
- target response times to calls
- call priority system
- escalation process

2. SCOPE OF SERVICE PROVIDED

The service is undertaken by the ETT's personnel, who are conversant with the Service provided. Support services provided by the ETT to the Client will be in accordance with any agreed procedures.

2.1 SUPPORT WARRANTY

ETT will provide services under the terms of this Agreement using competent staff to provide such services.

The Client recognizes that the Services may have design limitations, which should not be considered a fault condition. ETT, in such instances, will attempt to provide an alternative solution to minimize the impact of such design limitations, if possible.

ETT will ensure on all Assignments that the re-establishment of a working system is of first importance.

2.2 FORCE MAJEURE

ETT shall not be liable for any failure to comply with, or for any delay in, the performance of its obligations hereunder where such failure or delay is indirectly caused by, or in any manner arises or results from, events beyond the control of the ETT. These events shall include, but not be restricted to, governmental action, industrial dispute, labour shortage, or natural calamities. If any such event shall continue for more than 90 days, either party may terminate the contract in respect of Services not yet delivered.

2.3 SOFTWARE ACCESS

ETT will provide access codes to enable the Client to gain access to the software and their customer's data.

2.4 INSOLVENCY

In the event that the Client shall become insolvent or shall become unable to pay his debts to ETT as they become due, or in the event of appointment of an Administrator or Receiver, or in the event of any similar situation arising, ETT may elect to cancel any unfilled part of the contract and the Client shall pay the ETT's costs up to the point of cancellation.

In the event that ETT becomes insolvent, Client will be granted full access to their server to gain access to the data of their customers, provided under this Agreement, to support Client's continued operation according to the terms of the Software Licence.

2.5 NON-PAYMENT OF LICENCE FEE

In the event that the Client has not paid its Licence Fee on the due date, and after notifying the CLIENT by any manner ETT has at its disposal, ETT reserves the right to suspend all Services under this SLA, including any transaction processing, until payment is received.

2.6 APPLICABLE LAW AND JURISDICTION

The agreement shall be in all respects construed and will operate as a Spanish contract and in conformity with Spanish law. All legal fees, including reasonable lawyer fees and court fees, will be paid to the prevailing party by the unsuccessful party.

2.7 PERSONNEL

Both parties undertake not to make any offers of employment or consultancy services to each other's employees, consultants or subcontractors without prior written agreement.

2.8 CONFIDENTIALITY

ETT shall not (and shall use its best endeavours to require that its employees, consultants and subcontractors shall not) during this Agreement or any time thereafter divulge or communicate to any person other than to officers or employees of the Client whose province it is to know the same or on the written instructions of the Client any information concerning the Customer's trade secrets, manufacturing processes or the business accounts, finance or contractual arrangements of the Client or its other dealings, transactions or affairs which may come to its knowledge arising from this SLA.

All documents, and any copies thereof relating to the business of the Client in the possession of the ETT or under its control shall be and remain the property of the Client and shall be delivered

to it upon request from the Client or upon termination of this Agreement. ETT undertakes that its employees, consultants and subcontractors shall take all reasonable steps to ensure the security of the Client's data is not compromised and will comply with all security directives made known to them by the Client.

2.9 ENTIRE UNDERSTANDING

It is understood and agreed that the SLA, along with the associated attachments and exhibits if any, shall contain the entire understanding between the parties relating to the subject matter hereof and that any representation, promise or condition not contained herein shall not be binding on either party.

The aforementioned documents shall be binding on the parties hereto, their successors and assigns, provided however that these documents may not be assigned, transferred or hypothecated by either party, in whole or in part, directly or indirectly without the prior written consent of the other party.

3. SERVICES

ETT offers a variety of services designed to assist with the operation of the Services. The basic service groups are described within this section.

3.1 AVAILABILITY OF SERVER *(where the Client has chosen to use ETT's servers)*

ETT uses the servers of OVH, in France which is one of the biggest and most professional hosting companies in Europe. With over 120000 servers and 8 million customers, OVH has vast experience in providing top-level services to businesses around the world.

OVH has all the tier-4 level requirements such as redundant networks, air conditioning, security, electricity, etc. and a hardware uptime of over 99.9%.

Tier 4 data centre is considered as the most **robust and less prone** to failures. Tier 4 is designed to host mission critical servers and computer systems, with fully redundant subsystems (cooling, power, network links, storage etc) and compartmentalized security zones controlled by biometric access controls methods.

100% accessibility on the Dedicated Server data centre network, with the exception of scheduled maintenance works which customers will be advised of in advance.

Dedicated internet connectivity is guaranteed 99.95% of the time, with the exception of scheduled maintenance works which customers will be advised of in advance.

OVH guarantees 99.99% availability on the dedicated servers. The Service hosted on these servers will benefit from this availability. Our data centre provider provides a replacement host in less than 15 minutes if a host server goes down.

OVH provides 24/7 hardware support in the case of a component failure. A network of detection systems monitors all servers and components permanently and alerts staff if a component has a problem. Staff will then replace the component as quickly as possible.

3.2 AVAILABILITY OF SERVICE (where the Client has chosen to use ETT's servers

ETT will host the Services for the Client on redundant dedicated servers with hot-swappable RAID arrays. In the event of a hardware failure, in most cases, the system can simply continue to run while the defective component is swapped.

In the unlikely event of a server crash, The Company has a failover server that can take over by simply routing all traffic to the second server which is kept up to date with the master server at all times.

All databases are constantly replicated to the failover server so that at any time, we have 2 live copies of the Client's database.

3.3 AVAILABILITY OF CLIENT DATA

Client data can be made available permanently on their server. If the Client provides a server to our specifications, we can set it up as a replication slave so that it is permanently synchronized with the live database. The Client can access this database directly or with a database access tool. The Client will be able to download and export their data. This service can be under the Client's control or provided as a managed service.

3.4 BACKUP SERVICE

Every hour, we make a backup of the Service databases and copy it on an external FTP server. We can go back up to 1 month, any hour to bring back the status of the Service.

In case of a security breach or data corruption, we can use our backups to go back to the last stable version of our data or analyse how the Service arrived in the current state.

3.5 SECURITY OF THE SERVICE

3.5.1 HTTPS

All access to the server for the Service is protected by SSL. The Client gets an SSL certificate for their domain name and access over SSH, SFTP or HTTPS is exclusively protected by SSL.

3.5.2 Fail2ban

The server runs continuous log file analysis to detect and stop suspicious activity. Known IP addresses are banned after repeated attempts on the server.

All our servers are scanned by Fail2Ban to be able to reduce the rate of incorrect authentications attempts and stop suspicious activity. It bans the IP that makes too many password failures. It also updates the firewall rules to reject these IP addresses.

3.5.3 DDOS protection

OVH servers are protected by DDOS mitigation. When the OVH network detects an attack, all traffic is passed through a 'vacuum cleaner' to block malicious traffic while keeping the server stable for responding to legitimate traffic.

This ensures a constant availability of the servers.

3.6 SERVICE DELIVERY

During normal business hours, a basic Support Service facility is provided to assist with issues of an operational or administration nature encountered during use of the Services by the Client. The Client can contact the Company's Support Services via telephone, Skype or e-mail.

3.7 SERVICE MAINTENANCE UPDATES

As Service maintenance updates or security patches become available, ETT will make such updates available to the Client at no additional charge for the duration of this Agreement. All updates and/or security patches the Client will be informed in advance by email, phone or Skype and release notes will be made available.

3.8 SERVER SUPPORT

ETT will assist with isolation/resolution of issues affecting use of hardware components. These efforts may include working with the original manufacturer and/or designated service representative.

4. ADDITIONAL SERVICES

For each of the services listed within this section, an annotation will follow to indicate the service level to be provided within the scope of the Agreement. If the Client desires a service not listed within this section, ETT will review the Client's requirements and advise if the desired services can be provided. Service Level: These services are not covered within the scope of this Agreement.

4.1 EXTENDED TELEPHONE SUPPORT COVERAGE

ETT may provide extended telephone support coverage outside of normal operational hours. If this service is offered, ETT will define within the Agreement the hours of the extended telephone support coverage, and the process to be used when requesting these services.

4.2 BESPOKE DEVELOPMENT

ETT may be requested by the Client prior to or after installation of the Software to provide bespoke software services. This will be charged at the rate of €32.50 per hour including management time.

4.3 Training

An essential prerequisite for the support provided by ETT is Client training. Within the Licence Agreement 12 hours of training are included. If ETT or the Client deems that additional training is necessary, then this service will be charged at €50 per hour for general training and €150 per hour for specific and high-level training. The ETT Support Services Group will manage this service.

4.4 Consultancy Services

The personnel of ETT have decades of experience in systems for the financial services sector and can provide high-level consultancy services on request. The daily rate for these services is €1500 with a minimum of half a day.

5. CONTACT PROCEDURES

In order that the Company may provide the highest possible level of service to resolve an issue, in a timely and appropriate fashion, it is essential that the Client observe the correct procedures in respect to reporting an issue. This section describes the procedures relating to the reporting of support calls to the Company.

5.1 SERVICE SUPPORT GROUP

Service calls should be reported to the Service Support Group using the following via email to support@ett-spain.com. In addition, specific telephone and Skype contacts will be made available.

If staff from the Service Support Group are not immediately available, an opportunity to leave a voice message will be provided. A call back should be received in the shortest time possible of placing the service call during the business hours of support covered by this Agreement.

In order to respond to a fault call in a timely and appropriate fashion, when placing a service call, the Customer will have to provide the following information:

- Customer Name
- Name of person reporting the fault
- Name of person to be contacted on site (if different from above)
- Telephone number/extension of site contact (if after hours, ensure that the number provided is accessible)
- System(s) affected
- Brief description of the fault/bug symptoms
- Priority of call required

On placing a service call, the Service Support Group will allocate a unique tracking number which will be given and this should be quoted on any future communication regarding the fault.

The Service Support Group should be used as a central contact point for fault progression and escalation.

The Service Support Group will inform the customer by email, skype or phone about the fix or resolution of any support call. Within the next 48h if the Client does not have any suggestions, complaints or queries about the solution given, the Support Services Group will mark the service request as resolved and will proceed to close the matter.

5.2 CALL PROGRESS

Once a call has been received by the Service Support Group it will contact the Client to establish the exact nature of the problem and begin the fault resolution process.

The Client will be kept informed of progress, including what action has been taken to resolve the problem.

When the problem has been resolved, the Client will be informed of the following:

- The time and date the call was closed by the Company
- A brief description of the action taken

6. CALL PRIORITIES

ETT uses a system of service call priorities. Any of the call priorities defined below can be set by the Client when reporting a fault. However, the default used is as follows:

When placing the service call, the Client will be asked if there is a major system impact. If the answer is YES, a P1 will be allocated. If the answer is NO, a default P2 will be allocated, or if more appropriate, a P3 or P4 as defined below:

6.1 PRIORITY P1 (CRITICAL)

A Priority ONE call is used for system faults where there is a major impact on normal operation of the system. ETT will immediately begin work on a P1 call, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory work-around. Misuse of this priority affects the ability of ETT to respond to genuine P1 calls.

6.2 PRIORITY P2 (URGENT)

Priority TWO calls are used for system faults where normal system operation is affected to some degree and a satisfactory work-around is not available. ETT will use its best endeavours to respond to the call in the times stated in Response Times section of this document. In most cases, it is normal for ETT to respond in faster times than those stated.

6.3 PRIORITY P3 (STANDARD)

Priority THREE calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware

related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

6.4 PRIORITY P4 (ENHANCEMENT REQUESTS)

Priority FOUR calls are used when an enhancement request is made for potential modifications to System Software.

7. RESPONSE TIMES

The priority of the call will, to some degree, dictate the most appropriate action for any given fault call, ensuring the minimum of disruption to the user and providing the early involvement of ETT management where problems are of a more serious nature.

7.1 RESPONSE DEFINITIONS

Note that resolutions may involve a “workaround” to an issue that will allow continued use of the affected component. The response times expressed bellow corresponds to business hours.

The software responses are the permissible delays for the Support Services Group to return a call to the Client’s support contact to start diagnosis of the problem.

7.2 RESPONSE TARGETS

	SOFTWARE
Priority	Response
P1	1 hour
P2	4 hours
P3	Issue dependent
P4	Issue dependent

8. ESCALATION PROCEDURES

ETT will use all reasonable endeavours to ensure that calls are cleared within the specified timescales detailed in Section 5. In the event that calls remain outstanding beyond the agreed times, the Support Services Group will escalate the call to ETT Senior Management, who will contact his counterpart within the Client's organization to agree a course of action to be taken.

8.1 ESCALATION TIMES

There are two levels of escalation as shown in the table below. As a call is escalated, regular contact will be maintained at between the Company and a nominated member of the Customer's organization.

Call Priority	Escalation Level	Target Exceeded by	ETT Management Contact	Client Management Contact
P1	Level 1	1 hour		As per KYC Documentation
	Level 2	4 hours		
P2	Level 1	8 hours		As per KYC Documentation
	Level 2	24 hours		
P3	Level 1	n/a		As per KYC Documentation
	Level 2	n/a		
P4	Level 1	n/a		As per KYC Documentation
	Level 2	n/a		

The target times apply to normal business days, and operational hours only.

8.2 GENERAL ESCALATION NOTES

The Support Services Group will notify the Customer if it is apparent that resolution of a call may result in a protracted timescale. The Support Services Group may also escalate calls of a repetitive nature.

The Client may escalate any call at any time should they deem it to be appropriate in any specific instance.

9. OPERATIONAL REQUIREMENTS

ETT's ability to meet its obligations under the terms of this Agreement depends upon the Client meeting certain operational requirements. Inability to meet these requirements may prolong the final resolution to any given fault.

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- ETT requires all faults to be reported to the Company's Support Services group in accordance with Call Procedures section of this document.
 - The Client should respond to requests for additional information regarding the fault in a timely manner.
 - Fault isolation efforts by ETT may result in a request for the addition of debug of the Service and/or trace statements within the affected component.
 - Whenever possible, the Client should allow use of the additional fault isolation efforts requested by ETT.
 - When appropriate, ETT will be informed of all passwords or other security measures used by the Client which control or may prohibit access to the systems.
 - The Client should provide contact names and numbers for escalation procedures.
 - The Client is responsible for informing users of potential outages which may occur during problem isolation.
 - The Client should be satisfied that faults have been fully rectified to their satisfaction before agreeing to close calls.

 - When undertaking any maintenance or other operation on any Client system, or as part of any meeting or discussion, the Client will be informed of any situation that may adversely affect the efficient and effective operation of any of their systems.

 - The Client may request that the fault originator be regularly updated as to the status of faults, if the fault has reached any point at which it has been escalated.
 - ETT will inform the Client at least 24 in advance, before installing or modifying the Service on the Client's system. Unless the Client objects within those 24 hours ETT will assume it can proceed with the installation.

10. SERVICE REVIEW

The Services provided by ETT under the terms of this Agreement are subject to review and/or change as required by either party at any time. However, any such change must be documented and approved by both parties.

10.1 REVIEW MEETINGS

As appropriate, ETT will participate in review meetings, to discuss the effectiveness and quality of the service provided. The participants of these meetings would normally comprise a representative of the Client’s Management and ETT Management.

10.2 FAULT INVESTIGATION

If requested by the Customer, the Company will carry out a detailed investigation of specific calls or situations to determine the most likely course of events associated with any particular problem that reaches a P1 or P2 priority level.

11. OPERATIONAL HOURS

11.1 COMPANY SERVICES

The normal operational hours for the services provided by the Company are shown in the table below.

Monday to Friday (excluding Company Holidays)	08.00 - 16.00 hours (CET)
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11.2 ETT CONTACTS

Contact Person	Phone	Email	Skype
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11.3 CLIENT CONTACTS

Contact Person	Phone	Email	Skype

If the Client needs to add more contacts to the contact list, they must inform support, they will send you an annex of the KYC form to fill out the details. For security reasons, only people previously identified and approved will be able to access Support Services

12. ENTIRE AGREEMENT

THIS AGREEMENT AND THE LICENCE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND CANCEL AND SUPERSEDE ANY PREVIOUS AGREEMENTS RELATED THERETO. EXCEPT AS PROVIDED WITHIN THE TERMINATION AND REMEDIES SECTION HEREIN,

THIS AGREEMENT SHALL NOT BE MODIFIED OR TERMINATED OTHER THAN BY A WRITTEN DOCUMENT SIGNED BY AN AUTHORIZED OFFICER OR AGENT OF EACH OF ETT AND CLIENT. THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL THE USE OF SOFTWARE BY CLIENT. CLIENT AGREES TO RETURN ALL COPIES OF ANY SOFTWARE FROM WHOMEVER RECEIVED IF DELIVERY OF THAT SOFTWARE WAS OUTSIDE THE LEGAL AUTHORITY OF THE DELIVERING PARTY. ACCEPTANCE BY CLIENT OF ANY SERVICE FROM ETT SHALL BE DEEMED CONCLUSIVE EVIDENCE OF CLIENT 'S AGREEMENT THAT THE LICENCE FOR SUCH SERVICE IS GOVERNED BY THIS AGREEMENT.

13. SERVICE LEVEL AGREEMENT APPROVALS

ETT

Signed _____ Date _____

Title _____

On behalf of ETT Spain – Name and Position:

CLIENT

Signed by _____ Date _____

Title _____

On behalf of Client – Name and Position: