

TRADINGHUB SERVICE LEVEL AGREEMENT

Last updated: 12th May 2023

1. APPLICABILITY

This service level agreement (“**SLA**”) will govern the use of the applicable Tool by the Customer provided it is explicitly incorporated into the Contract by reference. Notwithstanding any other provision of this SLA, the SLA shall not apply to any user acceptance testing sites or implementation/onboarding services. Where the SLA applies, in the event of a conflict between the terms of this SLA and the terms of the Contract, the terms and conditions of this SLA take precedence, but only to the extent of such conflict. Capitalised terms used herein but not defined herein shall have the meanings set forth in the Contract.

2. DEFINITIONS

In this SLA:

“**Applicable Data Protection Legislation**” means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including: (i) UK GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); and (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (in each case as amended from time to time); and
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which TH is subject, which relates to the protection of personal data;

“**Contract**” means the contract for services between the Customer and TH;

“**Customer**” means the entity you represent, which has entered into a contract for services with TH;

“**Downtime**” means the Customer’s instance of the Tool website is unavailable during Service Hours, excluding: (i) downtime required as a result of a request by or on behalf of a Customer or Customer affiliate; (ii) downtime caused by Customer or Customer affiliate (or a person acting on their behalf), or their service provider, systems or technology; and (iii) downtime caused by factors beyond TH’s reasonable control;

“**Downtime Percentage**” means for each calendar month, the proportion of Downtime hours to the total number of Service Hours in the calendar month;

“**EU GDPR**” means the General Data Protection Regulation ((EU) 2016/679);

“**Global Support**” means the transfer of Personal Data by TH or its affiliates to all of its then-current Sub-processors and offices globally;

“**Personal Data**” shall have the meaning ascribed to it in the Applicable Data Protection Legislation;

“**Service Hours**” means:

- (a) where Customer has not consented to Global Support: the hours of 9 a.m. to 6 p.m., Monday to Friday London (UK) time, excluding public holidays in London; and
- (b) where Customer has consented to Global Support: the hours of 8 a.m. to 8 p.m., Monday to Friday in the local time zone of Customer’s registered office location, or such other time zone as Customer and TH may agree in writing (email shall suffice) from time to time, excluding Christmas Day and 1 January;

“**Sub-processor**” means a sub-processor engaged by TH or a TH affiliate for the processing (as such term is defined under the Applicable Data Protection Legislation) of Personal Data in the course of providing the services under the Contract;

“**Support Hours**” means:

- (a) where Customer has not consented to Global Support: 9 a.m. to 5 p.m., Monday to Friday London (UK) time, excluding public holidays in England (such period being “**Core Support Hours**”); and
- (b) where Customer has consented to Global Support: 12.00 a.m. to 11.59 p.m., Monday to Friday London

(UK) time, Monday to Friday, (including U.K. public holidays but excluding Christmas Day and New Year's day);

“TH” means TradingHub Group Limited;

“Tool” means the Customer’s production (i.e. not user acceptance testing or implementation/onboarding) instance of MAST (as applicable and only to the extent such tools are services provided under the Contract); and

“UK GDPR” has the meaning given to it in the Data Protection Act 2018.

3. SUPPORT

3.1 Levels and contact information:

TH severity levels	Response time	Resolution time	Contact information
Level 3 Notification: emergency conditions that make the use of the Tool website impossible.	½ hour	TH will aim to make the Tool website available within 4 hours of Notification.	customersupport@tradinghub.com
Level 2 Notification: problems that make normal operation of the Tool website very difficult and cannot be circumvented or avoided on a temporary basis, including batch failures.	½ hour	TH will aim to commit the required fix (e.g. to enable the batch to run successfully) within 24 hours of Notification.	customersupport@tradinghub.com
Level 1 Notification: all other Tool website issues.	½ hour	TH will submit a feature request for review.	customersupport@tradinghub.com

3.2 A “Notification” is delivered upon Customer notifying TH using the contact details above or, if such notification is made outside of Support Hours, when the Support Hours begin the next day.

3.3 Response time is measured from Notification to the time when TH issues a tracking number and is only measured during Support Hours.

3.4 Fixes for Level 3 issues are investigated on a priority basis but where Notification is received outside Core Support Hours, resolution may be deferred to the next Core Support Hours period. Where resolution of a Level 3 issue does not occur within the relevant target resolution time, TH will keep the Customer informed on a daily basis of progress and expected resolution timeframes.

3.5 The TH Customer Support team requires timely co-operation from Customer to assist in the resolution of errors. The Customer shall provide all co-operation, assistance and information as is reasonably requested by TH, which may include (without limitation):

- 3.5.1 technical details about the operational environment of the TH products and services;
- 3.5.2 accurate data about the error / performance problem encountered;
- 3.5.3 access to sample data, and database files as appropriate;
- 3.5.4 access to personnel (with the appropriate security access to systems) to help in the resolution of the problem; and / or
- 3.5.5 access to technical personnel at the Customer (for more efficient problem resolution).

Where Customer fails to satisfy its obligations under this paragraph 3.5 and such failure prevents, limits or delays TH’s performance of its obligations under this SLA, TH shall be relieved of its obligations under this SLA, and shall not be liable for any failure or delay in the performance of its obligations, to the extent the Customer’s failure prevents, limits or delays TH’s performance of its obligations under this SLA.

4. REPORTING

Following Customer's written request (by email will suffice), no more than once per calendar month (unless otherwise agreed between TH and Customer), TH will provide Customer with a high-level report in TH's form, such report to contain:

- (a) daily batch runtime;
- (b) Downtime Percentage;
- (c) analysis of any batch failures;
- (d) high level statistics on production support issues raised, along with resolution / performance reporting; and
- (e) ageing analysis of any open production support issues,

in each case, in relation to Customer's Tool website over the immediately preceding calendar month prior to the date of such written request.

5. PERFORMANCE

5.1 **Availability.** TH will use reasonable endeavors to ensure the Customer's instance of the Tool website is available for an average of at least 97% of the Service Hours per calendar month.

5.2 **Maintenance.** Unless otherwise agreed between TH and Customer (by email will suffice), TH shall only perform scheduled maintenance on the Customer's instance of the Tool website between 10 p.m. Friday and 10 p.m. Sunday London (UK) time. Scheduled maintenance excludes emergency maintenance and unscheduled maintenance.