

Service Level Agreement  
between

TVV lippu- ja maksujärjestelmä Oy  
(LMJ)  
and  
LITTLEPAY LTD

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## SERVICE LEVEL AGREEMENT

### 1 Parties

Client:	Supplier:
TVV lippu- ja maksujärjestelmä Oy	LittlePay Limited
Juha Ranta	Neelima Bansal
Bertel Jungin aukio 5, 02600 ESPOO, Finland	Ridge Court, The Ridge, Epsom, Surrey, KT18 7EP, UK
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This Service Level Agreement sets out the service level terms and conditions under which the Client procures the Services provided under the PSP Main Agreement (“Main Agreement”) from the Supplier.

This Service Level Agreement forms an essential and inseparable part of the Main Agreement signed by the Parties.

Whenever applicable, this document is based on the recommendation “JHS 174 Service level classification for ICT services”.

### 2 General

This Service Level Agreement defines the Services that the Supplier delivers to the Client under the Main Agreement and its other appendices. This Service Level Agreement shall in particular define the following:

- The service level objectives that bind the Supplier;
- The measurement and reporting of the Service Levels; and
- The Sanctions for not reaching a service level objective.

The Sanctions that are applied when a service level is not reached are administered on the fourth calendar month after the Service has been introduced and approved in production. The shortcomings or deviancies related to the service level objectives that are defined in this Service Level Agreement as well as the possible penalties incurred by these shall be evaluated on the basis of this Service Level Agreement and the Main Agreement. However, the applicable Support Service Sanctions are defined in detail in this Service Level Agreement.

### 3 Terms and definitions

Services are divided into separate service and quality attributes that can be used to tailor the Services to the possibly changing needs of the Client's activities. The following terms are used in connection with service level attributes.

Unless otherwise expressly agreed, the definitions and provisions set out in the Main Agreement shall apply to this Service Level Agreement.

20.11.2019

All the times specified in this Service Level Agreement are Finnish time (EET).

<b>Delivery Time</b>	The time in which a service/task must be delivered/implemented after a service request or order has been submitted. Cf. Solution Time, which defines the time in which an incident or problem must be solved.
<b>Deviation, Deviation in Quality</b>	Falling short of a specified service level objective when measured with the specified measurement mechanism during the agreed-upon review period.  A single Incident or Downtime shall not always cause a Deviation in Quality, as some service level objectives can be defined as the average values of a specific period of time.
<b>Downtime, Service Downtime</b>	A period when the Service and its intended purpose are not available to users. A Downtime period can also be referred to as a "Service Downtime". A Maximum Downtime Duration is defined for Downtimes (cf. the definition below) as well as the maximum number of monthly Downtimes that are permitted under the service's service level objectives during Service Hours. E.g. 2 downtimes within one calendar month, cf. Chapter 5.1.
<b>Fault</b>	The general term for a state that deviates from the predetermined and agreed-upon normal state. A Fault can be either an Incident or a more severe Problem, cf. ITIL.
<b>Incident</b>	Cf. ITIL. A negative deviation from the norm in the behavior of a technical solution that impedes its agreed-upon use, including failure to meet the indicated service level performance criterion. Part of the wider-ranging ITIL concept "Fault".
<b>Incident Classification</b>	A classification scale used to define the severity of an incident. The criticality classification forms a scale that ranges from the lowest-level incident to the highest-level incident.
<b>Quality attribute</b>	A factor and unit that apply to quality. An attribute that is used in quality-related measurements. E.g. Service Hours (unit = duration in hours and minutes), availability (unit = availability percentage), delivery time (unit = duration)
<b>Reachability</b>	Reachability refers to the ability of the Supplier's Service Desk to respond to the service requests that are submitted to it within the agreed-upon time frame. Typically, reachability is used in connection with phone services and is defined as average reachability.
<b>Resolution Time</b>	The Resolution Time begins after the Supplier has detected an issue (e.g. from a notification) or the Client has submitted a report or order, but always on the basis of what has been done before. The Resolution Time ends when the Supplier has completed the work request, solved the Incident, Fault or Problem and/or otherwise returned the service to its normal state.
<b>Response Time</b>	After an event or incident has been detected, the time in which the impact and scope of the incident must be determined, a ticket must be submitted and the solving process for the incident or event must be initiated. An incident can be detected either on the basis of an incident report submitted by the Client or an independent monitoring alert or other observation (notification) by the Supplier.
<b>Sanction</b>	A form of compensation for falling below a specific service level, and in this Service Level Agreement, this is determined on the basis of the calculated share of the support service's monthly

	payment. Sanctions include all penalties. The Supplier shall issue the compensation defined in the Sanction automatically to the Client.
<b>Service</b>	Any service within the definition of Services as defined in the Main Agreement. The Service Level Agreement divides the Services into the following Service types: Payment Services, Passenger Portal Services, Merchant Portal Services and Point of Contact Services.
<b>Service Desk</b>	A centralized contact point whose task is to receive the Client's incident reports and service requests in the agreed-upon manner and initiate the processing of these.
<b>Service Hour Periods</b>	Cf. ITIL. The agreed-upon duration during which the service described in the service description is provided to the Client or target of the service. E.g. on weekdays between 8 am and 4 pm.
<b>Service Level</b>	A Service Level Classification for a specific quality attribute that has been selected by the Client for the Main Agreement and which is also tailored to the Client's operative needs and binds the Supplier. This may vary by Service type and over time.
<b>Service Level Classification</b>	Cf. ITIL. The classified quality level of a specific quality attribute that the Client may choose for the service in question. E.g. the service level classifications for Service Hours can be e.g. "weekdays, 8 am – 4 pm" and "24/7 every day of the year". Sometimes this is shortened to "Service Level", and in this document, this term refers explicitly to the Service Level Classification.
<b>Service Maintenance Objective</b>	A prescheduled break in the availability of the service for maintenance purposes; e.g. the first Sunday of the month between 2.00 - 4.00 am. The Service may be available during the Service Maintenance Objective, but this cannot be guaranteed. All planned maintenance procedures are to be completed during the Service Maintenance Objective.
<b>Supplier</b>	A party that produces a service and who is responsible for ensuring that its activities and processes help the service achieve the mutually agreed service level objectives and service contents. In this Agreement, the Service Provider is referred to as the Supplier.

In addition, the Service Level Classification utilizes the following abbreviations for time:

- wd = working day, weekday. This does not include any official national holidays that are celebrated in Finland or weekends.
- h = hour,
- min = minute
- s = second
- ms = millisecond, a thousandth of a second.

These different amounts of time are evaluated within the framework of the Service Hours, apart from the exceptions that are presented later in this Agreement. For example, if the Supplier's delivery time requires that the service request or Incident that is hindering the use of the Service must be resolved within one working day, and the service request is submitted to the Supplier on Friday at 2 pm, the service request in question must be resolved by the following Monday by 2 pm at the latest. In case of any Deviations in quality that hinder the use of a Service, the Supplier must continue with the investigation and resolution of the Incident even after the agreed service hours until the Incident has been corrected.

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## 4 Quality monitoring

The quality of the Service is measured continuously and reported per calendar month in accordance with the Service Level Agreement and the ITT: Appendix\_3\_HSL\_Supplier\_Management\_Model. Upon the Client's request, the Supplier must provide a report on the quality of the Service at other times whenever necessary.

Sanction measures are implemented for the events that have occurred during one (1) calendar month. Sanction payments for Service Level deviations are agreed on in the Operational meetings. The Supplier shall compensate the Sanctions for the Service Level deviations automatically in its next invoice after the Operational meeting.

Both Parties also have the right to convene a tactical meeting in accordance with the ITT: Appendix\_3\_HSL\_Supplier\_Management\_Model without delay if the state of the Services or a similar reason requires that such a meeting must take place.

### 4.1 Measuring the realization of quality

The monitoring period used to measure the realization of the quality of the Service is one (1) calendar month.

The Supplier is responsible for measuring the usage levels of the Service and for the arrangement of the measurement process.

### 4.2 Sanctions

The monitoring period for Sanctions is one (1) calendar month.

If the service level criteria justify the imposition of several different Sanctions within the same monitoring period, only the quality criteria that will produce the largest compensation to the Client shall be used for the Service in question.

The maximum amount of Sanctions for a single Service can be the amount that corresponds to the service charge of the Service during the monitoring period (one calendar month). The Sanctions included in the Agreement are defined in Section 8. Any overlapping Sanctions that are incurred when a Service Level is not reached are not applied.

The Supplier is not required to pay a Sanction when the deviation in quality is caused by one of the following reasons:

- Service deviations that are the sole responsibility of the Client or a third party related to the Client (a party that is not the Supplier's subcontractor, e.g. the Client's hardware, software or application Supplier) and are caused by an action made by or the inaction of said party.
- The deviation in quality is caused by a fault in an application or application platform that is the responsibility of the Client or a third party to the Client (a party that is not the Supplier's subcontractor).
- The deviation in quality is the result of a fault that is present in a third-party platform, utility program or application software and that has been detected jointly and that the Supplier cannot fix or circumvent by itself and for which no commonly known fix exists. The Supplier must present the aforementioned fault to the Client after it has detected the fault in question.
- Mutually agreed service downtimes or mutually agreed downtimes related to the prevention of security threats.
- The deviation in quality is caused by a force majeure specified in the section "Force majeure" in the Main Agreement.

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If the Deviation in Quality is caused in part by a matter that is the responsibility of the Client or a third party related to the Client, the Parties shall negotiate on the application of the Sanction in accordance with the ITT: Appendix\_3\_HSL\_Supplier\_Management\_Model.

After the matter has been reviewed at the Tactical Meeting, the verified compensation invoice for the Sanction shall be delivered by the Supplier automatically in connection with its monthly invoice without a separate compensation claim.

If the Supplier does not, without a justifiable reason, produce information required for the verification of the quality of the Service, the Client shall not be required to pay the service charge for the corresponding reporting period before it has received the information, even if the Service is provided for its use. The information is provided in the agreed-upon report format on a monthly basis.

For the avoidance of doubt, let it be stated that a slight lack in the information required for the verification of the fulfilment of the service level objectives that does not hinder the evaluation of the fulfilment or lack of fulfilment of the quality or service level objectives of the Service shall not remove the obligation to pay for the service.

## 5 Service levels and their measurement

### 5.1 Service Level Classification

The Service Level Classifications used for Services:

**High:** Services which are central to the Client's processes, Client's reputation or passengers or has financial impact.

**Medium:** Services which are central to the Client's processes and have affect the Service Client delivers to passengers.

**Low:** Services which are part of the Client's processes but not central and do not affect the Service Client delivers to passengers.

### 5.2 Service Hour Period (P)

The Supplier must produce the Service during the agreed-upon Service Hours. Service Hours are based primarily on the Supplier's service control, service request management and/or work time management system entries as well as the Deviations detected by the Client that the Client can verify.

The following service hour classification is used for Services (P1-P3):

P1: Normal working hours, weekdays 8:00 am – 4:30 pm.

P2: Extended working hours, weekdays 07:00 am – 6:00 pm.

P3: Round-the-clock, 24/7.

If the corrective measures used to fix an Incident that prevents use (cf. 5.4 below) have not been finished before Service Hours end, the Supplier must continue the corrective measures even after Service Hours have ended.

All Service Hours comply with Finnish national holidays.

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### 5.3 Reachability

The Supplier's Point of Contact or Service Desk has to be reached by phone, email or through portal at all times during the defined service time. Automatic verification to the support requests made by email or through portal have to be received within 5 minutes and calls made to the Point of contact have to be answered within 5 minutes.

The Client has the right to audit the ability of the Supplier's phone system to measure and report on the Reachability of its support requests.

### 5.4 Downtimes

A downtime is such an incident that prevents the use of a Service for at least 15 minutes.

The basis for measuring the Quality Attributes related to Downtimes is the recording/storage of all Service-related incident reports, reactions, incident processing and solution implementation event times in the ERP system used by the Supplier, e.g. (a ticketing system).

The incident time of a service deviation shall also begin when the Supplier's IT monitoring system has detected the incident.

The Supplier uses the service request management system to keep track of the Response and Resolution Times as well as Downtimes related to Incidents. The start time of an Incident is compared to the time stamp for when the corrective measures were initiated. The Supplier then compares these to the agreed-upon Response and Resolution Times as well as the number of Downtimes and their maximum durations. The Supplier shall report on the Deviations in Response and Resolution Times as well as on the number and maximum duration of Downtimes in its monthly reports on quality.

The following are not considered Downtimes:

- Any Downtimes that are planned and have been preapproved by the Client, and
- Any Downtimes that are caused by an action taken by the Client or a third party related to the Client and that are beyond the Supplier's control.

However, if it is demonstrated that the Supplier has escalated a fault whose correction is the responsibility of the Supplier, the time spent by the third party due to the erroneous escalation of the Supplier's service request shall be considered to constitute an Downtime.

The length of the review period for Quality Attributes related to incidents is one (1) calendar month.

### 5.5 Incident Classification

The Incident Classifications used for Services:

**High:** An Downtime that prevents use; the performance and/or Services related to (the platform, application or its part belonging to) the Service have been disturbed to an unusable state, the application, its part or process has stopped, the Services are so unstable that no normal activities can be performed. If the Incident concerns users who are central to the Client or if the Incident concerns passengers, the Incident is classified as high.

**Medium:** The Incident significantly hinders the usability of the Service, the hardware, application, Modification or platform are repeatedly unstable or do not respond normally to service requests.

**Low:** The Incident occurs only on occasion and does not hinder use in a significant manner,



the Incident concerns special services that are used rarely and/or it can be circumvented. Other situations that do not hinder the Client's normal activities.

## 6 Service-specific service levels

The Service Level Classifications of different Services are defined as combinations of the aforementioned Service Levels.

However, if the Client's activities require Service levels that deviate from the following, the Client and Supplier can agree separately on how other Quality Attribute-specific service level combinations can be used as Client-specific service levels.

Service levels for incident and problem resolution:

Service level			Explanation
<b>Incident resolution</b>	Completed within	Sanction % of the Service's monthly service fee	The inspection and resolution of incidents that prevent or hinder the use of the Service
<b>High</b>			
Reaction time max, includes transfer time, Round-the-clock, 24/7	15 min	2%	The reception of a notification or incident report, opening the ticket, evaluating the impact and scope, classification; transfer time = the ticket has been transferred to the correct work queue: The Supplier's experts, a 3rd party, the Client
Solution time max, Round-the-clock, 24/7	2 h	2%	A single incident resolved (ITIL) during 24/7; cf. criticality, includes reaction time
<b>Medium</b>			
Reaction time max, includes transfer time, weekdays, 8.00 am – 4.30 pm	30 min	2%	the reception of a notification or incident report, opening the ticket, evaluating the impact and scope, classification; transfer time = the ticket has been transferred to the correct work queue: The Supplier's experts, a 3rd party, the Client
Solution time max, weekdays 8.00 am – 4.30 pm	8 h	2%	A single incident resolved (ITIL) during Normal working hours; cf. criticality, includes reaction time
<b>Low</b>			
Reaction time max, includes transfer time, weekdays 8.00 am – 4.30 pm	1 working day		The reception of a notification or incident report, opening the ticket, evaluating the impact and scope, classification; transfer time = the ticket has been transferred to the correct work queue: The Supplier's experts, a 3rd party, the Client
Solution time max, weekdays 8.00 am – 4.30 pm	agreed upon separately		A single incident resolved (ITIL) during Normal working hours; cf. criticality, includes reaction time

## 6.1 Payment Service Service Levels

<b>Operational Performance Service Levels</b>		
<b>Operational time</b>	<b>Service Level</b>	<b>Explanation</b>
Service availability time	24/7	When the Service needs to be available and operational
Test service availability time	Work days 7-18	When the test service needs to be available and operational

<b>Service Levels</b>				
<b>Service</b>	<b>Service Level Classification</b>	<b>Key Indicator</b>	<b>Service Level</b>	<b>Sanction % of the Service's monthly service fee</b>
Settlement Submission	High	Supplier will deliver the settlement file to the nominated acquirer of the Client at least once every Business Day. Failure to meet this commitment is a failure to meet Settlement Submission. This shall not include circumstances where the acquirer is unavailable. This includes payments eligible for settlement one hour before the daily cut-off time.	100 %	2 %
Deny List	High	Deny List is updated and authorisations are done according to Visa and Mastercard guidelines	98 %	2 %
API's to ABT	High	Availability	98 %	2 %
API's to Devices	High	Availability	98 %	2 %
API's to Acquirer	High	Availability except the settlement submissions	98 %	2 %

## 6.2 Merchant Portal Service Levels

<b>Operational Performance Service Levels</b>		
<b>Operational time</b>	<b>Service Level</b>	<b>Explanation</b>
Service availability time	Work days 7-18	When the Service needs to be available and operational
Test service availability time	Work days 7-18	When the test service needs to be available and operational

<b>Monitoring and Management Service Levels</b>		
<b>Operational time</b>	<b>Service Level</b>	<b>Explanation</b>
<b>Service Level Classification</b>	Medium	
<b>Service Level</b>	98 %	
<b>Monitoring</b>	24/7	Monitoring of Service and sending alerts to agreed parties
<b>Point of contact</b>	work days 08-16.30	* work days 08-16.30: incident resolution, incidents and changes that require specialist support, minor changes, e.g. configuration changes * other times than work days 08-16.30: incident resolution, automatic or instructed operations, critical security updates
<b>Service Window</b>	to be agreed separately, typically work days 02-04.30	Major changes due to Supplier, e.g. software and security updates and upgrades

<b>Other Service Levels</b>		
<b>Other Service Levels</b>	<b>Service Level</b>	<b>Explanation</b>
Updates and upgrades	Outside critical time, to be agreed	Major updates and upgrades
Changes	The implementation of changes, to be agreed separately	Agreed changes to the service

### 6.3 Passenger Portal Service Levels

<b>Operational Performance Service Levels</b>		
<b>Operational time</b>	<b>Service Level</b>	<b>Explanation</b>
Service availability time	24/7	When the Service needs to be available and operational
Test service availability time	Work days 7-18	When the test service needs to be available and operational

<b>Monitoring and Management Service Levels</b>		
<b>Operational time</b>	<b>Service Level</b>	<b>Explanation</b>
<b>Service Level Classification</b>	High	
<b>Service Level</b>	99,8 %	
<b>Monitoring</b>	24/7	Monitoring of Service and sending alerts to agreed parties

<b>Point of contact</b>	work days 08-16.30	* work days 08-16.30: incident resolution, incidents and changes that require specialist support, minor changes, e.g. configuration changes * other times: incident resolution, automatic or instructed operations, critical security updates
<b>Service Window</b>	to be agreed separately, typically work days 02-04.30	Major changes due to Supplier, e.g. software and security updates and upgrades

<b>Other Service Levels</b>		
<b>Other Service Levels</b>	<b>Service Level</b>	<b>Explanation</b>
Updates and upgrades	Outside critical time, to be agreed	Major updates and upgrades
Changes	The implementation of changes, to be agreed separately	Agreed changes to the service

#### 6.4 Point of Contact Service Levels

<b>Point of Contact Service Levels</b>		
<b>Operational Time</b>	<b>Service Level</b>	<b>Explanation</b>
<b>Service Time</b>	Service requests by phone: work days 08-16.30 Incidents by phone: extended work days 07-18  Incidents and service requests by email or other digital means: 24/7	Point of Contact for incidents and service requests  <ul style="list-style-type: none"> <li>• one phone number, one email address</li> <li>• contact and requests allowed by: Service Manager(s), named Customer specialists, named persons of third parties participating in the service production.</li> </ul>

Incident reports and service requests that are submitted using electronic devices must be answered within the Response and Resolution times specified in the table **Service level/Incident resolution**.

In the aforementioned classification, the “initiation of the processing” of service requests that are submitted by email or using some other electronic tool (e.g. the self-service portal) means that the person responsible for the task shall actively include the service request in their work queue and take responsibility for said service request, read the service request, create a ticket and initiate the related procedures.

If a service request is automatically transferred to a service queue or to an available expert, this shall not yet constitute the initiation of the processing of the service request, but just the reception of the service request.

## 6.5 Commission service levels

Here, a commission refers to both tasks that are included in services that are invoiced monthly and tasks that are ordered separately.

Commissions, their service hours and service responses (especially delivery times) are usually agreed upon on a case-by-case basis and recorded in separate modification or delivery agreements.

Commission service levels:

- Configurational modification: 2 working days
  - The Supplier must be able to deliver a small modification to the Service for the Client's tests that can be implemented with a configuration or by parameterization. Any configurational changes that will require a large amount of work will be agreed upon using the Change management procedure of the Main Agreement.

## 7 Incident communication

Informing about the start time of an Incident that prevents use to the target of the Incident during the agreed Service Hour period:

- information security event/service level deviation:
  - Status reports every 2 hours.

The Supplier shall immediately inform the Client's users or the parties specified by the Client about the Incident that prevents use and its resolution in the mutually agreed-upon manner.

The Supplier shall immediately inform the Client's users or the parties specified by the Client in the mutually agreed-upon manner if an Incident caused by a service level deviation will concern passengers.

## 8 The sanctions for not reaching the service level of the Service

The sanctions that are applied when a service level is not reached are administered on the second calendar month after the service has been introduced and approved in production.

The Sanctions incurred by Service Level Agreement breaches cannot, in their entirety, exceed the service charge that is charged for one month of the Service.

The sanction model presented below applies to any deviations in quality of the Services.

The sanctionable targets related to the functionality of an application are the parts and functionality of the Service that are the responsibility of the Supplier, and this includes the Modifications made by the Supplier to the Service.

<b>Sanctions for incident and problem management service levels</b>		
<b>Sanctions</b>	<b>Explanation</b>	<b>Sanction</b>
Total Sanction	Sanction to be paid by the Supplier when one or more of the defined service levels have not been met.	= Monthly service fee * (times of service level not met * 2%)  Maximum total sanction is one month's service fee Minimum total sanction is 2 %

### 8.1 Downtimes – prevent use, sanctioning

Downtimes that prevent use are sanctioned in the manner described below.

Service Level Classification	Downtime that prevents use	or	Number of downtimes / month,	=	Sanction % of the Service's monthly service payment
High	2 h < Downtime < 3 h	or	number 2-3 pcs	=	20%
High	Downtime ≥ 3 h	or	number ≥ 4 pcs	=	50 %
Medium	16 h < Downtime < 24 h	or	number 2-3 pcs	=	10%
Medium	Downtime ≥ 24 h	or	number ≥ 4 pcs	=	25 %

### 8.2 Sanctions for recurring deviations

If, for a reason that is the responsibility of the Supplier, the duration or number of the Downtimes that prevent the use of the Service repeatedly (two concurrent months or twice on a sliding six-month period) justify the imposition of sanctions on the basis of the definitions presented in Section 9.1, the amount of the latest sanction shall be increased to an amount that is double the monthly payment for the Service.

Correspondingly, if, for a reason that is the responsibility of the Supplier, the duration or number of the Downtimes that prevent the use of the Service continuously (four concurrent months or four times on a sliding twelve-month period) justify the imposition of sanctions on the basis of the definitions presented in Section 9.1, the Client is entitled to terminate the Service Agreement during the Agreement Period in the manner described in the Main Agreement. In this situation, the Client is also entitled to a penalty.

## 9 Signatures

Two (2) identical copies of this Service Level Agreement have been made, one for the Client and one for the Supplier.

The undersigned have the full power and authority to sign this Service Level Agreement on behalf of the Parties they represent.

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Agreement has been confirmed with electronic signatures.