

SLA FOR BANK ID SERVICES

1. GENERAL PROVISION

- 1.1 This document sets forth the parameters and requirements for individual Services if the Customer has arranged for a paid SLA Guarantee.
- 1.2 Capitalized terms used in this SLA shall have the meanings set forth in the Agreement, the SLA and the Terms and Conditions, or other documents to which such documents expressly refer.
- 1.3 Where the Customer has agreed an SLA Guarantee, if the guaranteed level of any of the Service parameter expressly set forth in the SLA is not met, the Customer shall be entitled to claim the Agreed Discount, in the amount and under the terms set forth in this document. Unless stipulated otherwise in the SLA, the guaranteed level of a parameter must be met 24 hours a day, 7 days a week.
- 1.4 Unless stipulated otherwise in the SLA, the evaluation period is the calendar month.
- 1.5 Planned Outage means a specifically designated period of time during which the Services will not be available. The Customer (person authorised to deal in all technical matters under the Agreement) shall be notified of any Planned Outage by e-mail at least 2 Business Days in advance, except for Planned Outages to remove Priority 1 and 2 Defects. The total duration of a Planned Outage in any one calendar month shall not exceed 4 hours.
- 1.6 Bank iD shall not be obliged to maintain the guaranteed levels of Services parameters during a Planned Outage.
- 1.7 Where practicable given the scope and subject of the Planned Outage, Bank iD will preferably conduct the Planned Outage at a time that minimizes the impact of the Planned Outage on the provision of the Services.
- 1.8 The Customer is not entitled to the Agreed Discount if the failure to meet the guaranteed level of any Service parameters explicitly specified in the SLA was caused by:
 - a) force majeure;
 - b) the uneven loading of one IdP pursuant to Art. 2.5 of this SLA;
 - c) the speed of the End User's internet connection;
 - d) as a result of Customer's or third party's equipment, software or other technology, excluding equipment, software or other technology of IdP and third parties under the control of Bank iD;
 - e) actions or omissions of the Customer or any party on the Customer's side; or
 - f) suspension or termination of the Customer's right to use the Services in accordance with the Terms and Conditions.
- 1.9 The Agreed Discount will automatically be deducted from the price of the Services in the Invoice issued for the period in which the claim to the Agreed Discount arose. If there is no such subsequent invoicing (in particular due to termination of the Contract), the Agreed Discount will be credited to the Customer.

- 1.10 Solution Time means the time (measured in the period specified in the SLA) from reporting of a Defect to the HelpDesk until the Defect is resolved or a comparable alternative solution is accepted.
- 1.11 The Solution Time does not include the time Bank iD spends waiting for cooperation requested from the Customer.
- 1.12 The priority of the Defect shall be determined according to the classification in Table 1.
- 1.13 In the case of SIGN Services, only IdPs in respect of which Bank iD has notified the availability of SIGN Services in the Portal shall be taken into account for the purpose of evaluating compliance with the parameters under this SLA. To avoid any doubt, this means that the SIGN Service shall not be deemed unavailable and its functioning shall not be deemed impaired if it is unavailable or non-functional in relation to an IdP not notified by Bank iD pursuant to this Art. 1.13 of the SLA.
- 1.14 The Customer is obliged to report Defects via the HelpDesk.
- 1.15 Initial Defect classification is indicated by the Customer. Bank iD is authorised to change the Defect classification unilaterally. It shall inform the Customer of this fact without undue delay. The Defect classification made by Bank iD is decisive for designation of the Defect.
- 1.16 Bank iD shall be obliged to comply with the Solution Times set forth in Table 2.

2. AVAILABILITY

- 2.1 Outage means a situation outside of Planned Outages where:
- a) it is not possible to connect to the Service Interface; or
 - b) the Service Interface sends responses that are not in accordance with the Service Interface specifications and prevents all End Users from using the Service.
- 2.2 If a situation corresponding to an Outage occurs repeatedly at intervals of less than 30 minutes, the entire period from the occurrence of this situation until its termination, including such intervals, shall constitute a single Outage.
- 2.3 Outage Duration means the total duration of Outages within the Evaluation Period, expressed in minutes.
- 2.4 Measured Time means the total duration of the Evaluation Period, expressed in minutes, minus the duration of Planned Outages.
- 2.5 Uneven Load per IdP refers to case where 60% of the Transaction Requests are directed to a single IdP within a 60 minute interval.
- 2.6 Availability is expressed as a percentage and is determined according to the following formula: $100 - ((\text{Outage Duration} / \text{Measured Time}) \times 100)$
- 2.7 Bank iD shall ensure at least 99.5% Availability of Services. The agreed discount for non-compliance with this level of availability is set forth in Table 3.

3. RESPONSE TIME

- 3.1 Measured windows shall mean the time intervals every day from 12:00 a.m. to 8:00 a.m. inclusive, from 8:00 a.m. to 4:00 p.m. inclusive and from 4:00 p.m. to 12:00 a.m. inclusive of the following day.
- 3.2 Response time means the time from receipt of the request on the first Bank iD application element until the sending of the Bank iD response on the last Bank iD application element. Bank iD shall ensure that a Response Time of no more than 900 ms for at least 95% of uses of the Service to provide an End User with an End Service in the Application, measured in the time intervals pursuant to Art. 3.1 of the Terms and Conditions, starting with the Customer's request to Bank iD to provide the Service and ending with Bank iD's notification of the provision of the Service or the reason for not providing the Service in the measured window. The Agreed Discount for non-compliance with the maximum Response Time is set forth in Table 4.
- 3.3 Bank iD is not required to meet the Response Time if the number of Customer requests to the Service Interface in the measured window
- a) exceeds 72,000 and at the same time 6 months have not elapsed since the Service Activation Date; or
 - b) exceeds $0.05 \times$ the number of electronic identification devices used by the Customer in the last 6 months.
- 3.4 The Response Time guarantee does not apply to the SIGN Service. If the number of requests under Art. 3.3 of this SLA is exceeded and the total number of requests per second to the Service Interface from all
- 3.5 Bank iD Customers exceeds 500, Bank iD shall be entitled to display an error message to the Customer's End Users.

4. SLA GUARANTEE

- 4.1 If an SLA Guarantee is not agreed, the Customer is not guaranteed the Service parameters pursuant in this Annex No. 4 (SLA).
- 4.2 The value of the Agreed Discount is stipulated for the evaluation period. Repeated failure to meet the same parameter in one evaluation period shall entitle the Customer to the Agreed Discount only once.
- 4.3 The value of the Agreed Discount set as a percentage is calculated from the price of the Services for the given evaluation period for which the Customer is entitled to the Agreed Discount.
- 4.4 In order to measure the Response Time, the SeP is required to provide Bank iD by entering the SeP identifier specified in the Technical Specification into the call on the Service Interface. If the SeP fails to provide such assistance, Bank iD is not obliged to meet the guaranteed Response Time and the SeP is not entitled to claim the Agreed Discount for failure to meet the Response Time. SeP's failure to provide cooperation pursuant to this clause of the SLA shall not affect the price of the SLA Guarantee and its payment by SeP.

Table 1 - Priority of Defects

Parameter	Description and example of errors
1 - Critical	<p>Non-functional provision of the Services for at least 60% of End Users or at least 60% of Transactions within the Services used by the Customer (all, according to daily volume) within an interval of 5 minutes (the number of End Users and the number of Transactions is evaluated according to the daily average of Service provision).</p> <p>Security incident affecting at least 1% of End Users, e.g.: compromise of private keys for signing or encryption certificates, compromise of the access data of application administrators to the Portal, data leakage of a large set of End Users.</p>
2 - High	<p>Non-functional provision of the Services for at least 10% but less than 60% of End Users or at least 10% but less than 60% of Transactions within the Services used by the Customer (all, according to daily volume) within an interval of 30 minutes with the exception of individual cases (the number of End Users and the number of Transactions is evaluated according to the daily average of Service provision).</p> <p>The provision of the Services is disrupted for at least 60% of the End Users or at least 60% of the Transactions within the Services used by the Customer (all, by daily volume).</p> <p>A security incident affecting less than 1% of End Users, e.g.: compromise of the access data of ordinary users of the Portal, compromise of the access data of a larger set of End Users using Bank iD, data leakage of individual End Users.</p> <p>Availability incident, e.g.: unavailability of the website and Portal; login error preventing access to the Bank iD environment.</p>
3 - Moderate	<p>The provision of Services is disrupted for less than 10% of End Users and less than 10% of Transactions within the Services used by the Customer (all, according to daily volume) within an interval of 60 minutes, unless these are individual cases of disruption (the number of End Users and the number of Transactions is evaluated according to the daily average of Service provision).</p> <p>The provision of the Services is functional without limitations but exhibits operational deficiencies without impact on End Users (e.g. billing inputs).</p> <p>A security incident that does not result in an immediate compromise of the Services or involves vulnerabilities that are difficult to exploit.</p>
4 - Low	<p>The Services are fully functional with a minor defect without impacting the Customer's business services or processes, e.g.: a graphic or language error in the Portal, an error in the display of the logo in the environment, inaccurate or outdated information in the documentation.</p>

Table 2 – Solving time

Defect	Solving time	Agreed discount
1 - Critical	Within 24 hours	1% of the monthly amount invoiced, net of VAT
2 - High	Within 72 hours	0.5% of the monthly amount invoiced, net of VAT
3 - Moderate	Time not guaranteed	Discount not provided
4 - Low	Time not guaranteed	Discount not provided

Table 3 - Availability

Level of availability	Agreed discount
Lower than 99.5% and higher or equal to 98.5%	5% of the monthly amount invoiced, net of VAT
Lower than 98.5% and higher or equal to 97.5%	15% of the monthly amount invoiced, net of VAT
Lower than 97.5%	25% of the monthly amount invoiced, net of VAT

Table 4 – Response time

Response Time	Agreed discount for breach
More than 900 ms	5% of the monthly amount invoiced, net of

SAMPLE