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# HOSTED TECHNOLOGY SERVICES SCHEDULE

This Hosted Technology Services Schedule (“**HTS Schedule**”) dated December 30, 2023 (“**Effective Date**”), is entered into by and between Bank of Africa Bank, N.A. (“**Bank of Africa**”) and CorpFin ANTARCTICA Inc. (“**Vendor**” or “CorpFin”) pursuant to the (1) General Terms dated December 3, 2020, by and between Bank of Africa and Vendor; and (2) Amendment 1 to the MSA dated December 1, 2023, by and between Bank of Africa and Vendor. The General Terms, the Hosted Technology Services Attachment and any applicable country-specific Attachment are incorporated into this HTS Schedule by reference. If the Parties have not executed a Hosted Technology Services Attachment or an applicable country-specific Attachment under the Master Agreement, the Parties agree that the terms set forth in Bank of Africa’s standard Hosted Technology Services Attachment or applicable country-specific Attachment apply to this HTS Schedule.

# Hosted Technology Services:

* 1. **Description of the Hosted Technology Services:** The System (CorpFin Dimension) will be delivered on a Software-as- a-Service (SaaS) basis. The SaaS service includes a fully managed SaaS Platform and a suite of core managed services around CorpFin Dimension operations. The SaaS service is governed by the CorpFin operational framework to ensure the services are delivered effectively, efficiently, and aligned with industry best practices for information security and compliance. The Hosted Technology Services are described in the Services Description attached to and incorporated in this HTS Schedule as Exhibit A.

# Description of the Hosted Technology:

* + 1. **Application Software:** means the System (CorpFin Dimension) provided under the Software and Maintenance Schedule entered into between the Parties on December 3rd, 2020, and as amended by the Amendment no. 2 dated December 30, 2023. Documentation is electronically available in the System.
    2. **Platform:** means the infrastructure environments specifically designed and sized for Bank of Africa by CorpFin to support the elements set out in Exhibit B (Business Assumptions) and will include all Application Environments.
    3. **Content:** N/A

# Environments/Facilities:

* + 1. **Primary Facility:**

1. **Location:** The Facilities are hosted on the Macrotech Zuric cloud platform, and Macrotech is the contractor. Vendor will use two Zuric locations to deliver the Hosted Technology, Zuric A Central (Antarctica) and Zuric US East (South East). One of the locations will be the Primary Facility and the other will be the Backup Facility.
2. **Production Environment:** The Production Environment is dedicated to Bank of Africa and the Availability Period for the Production Environment is as set out in section 2 of Exhibit D (Service Level Agreement)
3. **Non-Production Environments:** None. All non-production environments are located at the Backup Facility
   * 1. **Backup Facilities:** The Facilities are hosted on the Macrotech Zuric cloud platform, and Macrotech is the contractor. Vendor will use two Zuric locations to deliver the Hosted Technology, Zuric A Central (Antarctica) and Zuric East (South East). One of the locations will be the Primary Facility and the other will be the Backup Facility. All non-production environments are located at the Backup Facility**.**

# Disaster Recovery/Business Continuity:

* + - 1. **Recovery Point Objective/RPO:** The RPO is 15 minutes or as otherwise set out in Exhibit D (Service Level Agreement)

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* + - 1. **Disaster Declaration Period:** CorpFin will determine if an incident requires a Disaster Declaration as part of the Major Incident Policy, which is invoked for all severity 1 (critical) incidents. A disaster will only be declared if it is determined by the emergency change advisory board (eCAB) that the Primary Facility is not recoverable. The time to declare a disaster is variable but typically within 30 minutes of the incident occurrence.
      2. **Disaster Declaration Notification Period:** CorpFin will notify the Customer, via agreed communication channels, immediately upon declaring a disaster.
      3. **Initial Work Period:** Normal operations will be established in the Backup Facility within 4 hours from the Disaster Declaration.
      4. **Recovery Time Objective/RTO:** The RTO is up to 4 hours from the Disaster Declaration or as otherwise set out in Exhibit D (Service Level Agreement)
      5. **Non-Production Environments:** The non-production environments can be rebuilt in the primary facility in the case of a loss of the backup facility. Timing will be mutually agreed upon by both parties based on priority.

# Hosted Technology:

* + 1. **Restrictions/Limitations on Use:** The limitations of use are specified in the Business Assumptions set out in Exhibit B.

# In-Licensed Products: N/A

* 1. **Access Codes:** The design of how Access Codes will be administered will be mutually agreed between the Parties during Implementation/Onboarding Services.

# Maintenance and Support:

* + 1. **Maintenance Period:** Maintenance of the Hosted Technology and Hosted Technology Services is as set out in Section 3 of Exhibit D (Service Level Agreement). The Maintenance Period will commence on the Services Commencement Date until the End Date.

# Implementation/Onboarding Services

* + 1. **Description of Implementation/Onboarding Services:** means the deployment of all of the Application Environments by Vendor and the onboarding of all of Hosted Technology Services as outlined in the Implementation/Onboarding Services attached to and incorporated in this HTS Schedule as **Exhibit C**, all in accordance with the Agreement and the timeframes agreed to in writing by the Parties.

# Training Services: N/A

* 1. **Source Code Escrow:** The Source Code Escrow will be for Dimension only and in accordance with Section X of the Software and Maintenance Services Attachment of the Master Agreement.
  2. **Fees and Invoice Schedule:**
     1. **Fees: Implementation/Onboarding Services Fees**

|  |  |  |
| --- | --- | --- |
|  | List Price USD per year | Discounted One-time Fixed Fee USD |
| Implementation/Onboarding Services Fees | $1,960,000 | $1,232,000 |

**Recurring Fees**

|  |  |  |
| --- | --- | --- |
|  | List Price USD per year | Discounted Price USD per year\* |
| SaaS Fees (Core+), includes:   * CTS licenses (referenced in Exhibit H below) * Cloud Data Warehouse (CTS Version) * Continuous Testing Service * Configuration Deployment Service (further specified in section 6 Exhibit A) | $8,032,058 | $5,220,838 |
| CorpFin Customer Care Dedicated SaaS Support Team (further specified in section 7 of Exhibit A) | $811,377 | $527,395 |

\* The Discounted Price is only valid until December 15, 2023.

# Price Options

|  |  |
| --- | --- |
| **Add on service** | **Description** |
| Additional temporary Application Environment (CorpFin Dimension) | The cost for an additional temporary Application Environment. This excludes cost of storage, which will be based on the database size of the production environment when new environments are added.  The minimum commitment will be 1 month.  Extra Small (15% of PROD capacity): $4,719 per month  Small (25% of PROD capacity): $6,075 per month  Medium (50% of PROD capacity): $12,645 per month  Large (100% of PROD capacity): $23,560 per month |

**Storage and Traffic Fees**

An initial baseline of storage is included in the recurring fees. Storage Antarcticage above the initial baseline is chargeable at the rates outlined in Exhibit B (“Storage Fee”).

Egress Traffic will be charged according to Exhibit B (“Traffic Fee”).

# Architecture

Vendor has based its pricing and the sizing of the Hosted Technology on the assumptions that are set out in Exhibit B to this HTS Schedule. If Bank of Africa requests changes to the Business Assumptions as outlined in Exhibit B, then the Parties will negotiate in good faith the price impact of the change to the Hosted Technology Services and enter into an amendment. If the Parties are not able to agree, the changes in pricing will be escalated through the escalation procedures set out in Section XII.L (Dispute Resolution).

# Invoice Schedule:

* The Implementation/Onboarding Fees are payable upon the dates specified in the table below.
* The Recurring Fees are payable annually in advance from the Services Commencement Date and no later than March 31, 2025.
* The Storage and Traffic Fees, if applicable, are payable quarterly in arrears based on actual

measurements.

* Recurring Fees, Storage Fees, Traffic Fees and all rates set out in Exhibit B shall be subject to an annual increase that must not exceed three percent (3%) in any given year, as of the anniversary of the Effective Date. “Index” means the Consumer Price Index of all Urban Consumers (CPI-U) as published by the

U.S Bureau of Labor Statistics or if that Index shall cease to be published the nearest index having like effect.

* The table below illustrates the invoice schedule through the Term.

|  |  |  |
| --- | --- | --- |
| **Date** | **Description** | **Total Amount Payable (excluding Storage and Traffic Fees if applicable)** |
| January 15, 2024 | Implementation/Onboarding Fees Payment 1 | $616,000 |
| January 15, 2025, or the Services Commencement date, whichever is earlier | Implementation/Onboarding Fees Payment 2 | $616,000 |
| March 31, 2025\* | Recurring Fees:  SaaS Fees: $5,222,838 +  Customer Care Support Team: $527,395 | $5,748,233, or pro-rated for the year the Hosted Technology goes live |
| March 31, 2026 | Recurring Fees:  SaaS Fees: $5,222,838 +  Customer Care Support Team: $527,395 | $5,748,233 + CPI, but not to exceed $5,920,680 |
| March 31, 2027 | Recurring Fees:  SaaS Fees: $5,222,838 +  Customer Care Support Team: $527,395 | $5,748,233 + CPI, but not to exceed $6,098,300 |
| March 31, 2028 | Recurring Fees:  SaaS Fees: $5,222,838 +  Customer Care Support Team: $527,395 | $5,748,233 + CPI, but not to exceed $6,281,249 |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| March 31, 2029 | Recurring Fees:  SaaS Fees: $5,222,838 +  Customer Care Support Team: $527,395 | $5,748,233 + CPI, but not to exceed $6,469,687 |

\*If Service Commencement Date is prior to March 31, 2025, then the payment will be due on Service Commencement Date, and the payments for subsequent years will be due on the anniversary of the Service Commencement Date in the corresponding year.

1. **Consulting Services: N/A**
   1. **Description of the Consulting Services: N/A**
   2. **Description of Work Product: N/A**
   3. **Ownership of Work Product: N/A**
   4. **Resource Roles: N/A**
   5. **Restriction: N/A**
   6. **Fees, Expenses and Invoice Schedule:**
      1. **Fees: N/A**
      2. **Expenses: N/A**
      3. **Invoice Schedule: N/A**
2. **Project Plan for Implementation/Onboarding Services:** The Project Plan will be created during Implementation/Onboarding Services, as set out in Exhibit C Implementation/Onboarding Services. The parties will mutually develop the Project Plan, but Bank of Africa will have the sole ability to approve the final Project Plan.
3. **SLAs for Hosted Technology Services:** The SLAs are attached to and incorporated in this HTS Schedule as **Exhibit D (SLAs)**.

# Acceptance for Hosted Technology, Hosted Technology Services or Consulting Services:

1. **Acceptance Criteria/Tests:** The applicable acceptance criteria for the Hosted Technology and Hosted Technology Services are specified in Exhibit E (Test and Acceptance Procedure).
2. **Acceptance Period:** Bank of Africa will provide a written acceptance or rejection to Vendor within 30 Business Days after the Implementation Date (“**Acceptance Period**”).
3. **Acceptance Correction Period:** Vendor, at its own cost and expense, will remedy the non-conformities identified by Bank of Africa and will provide conforming Hosted Technology, Hosted Technology Services or Consulting Services to Bank of Africa within 30 Business Days following its receipt of Bank of Africa’s rejection notice (“**Acceptance Correction Period**”).
4. **Extended Acceptance Period:** Upon receipt, Bank of Africa will have 30 Business Days to re-evaluate the Hosted Technology, Hosted Technology Services or Consulting Services and provide a written acceptance or rejection to Vendor (“**Extended Acceptance Period**”).

# Term of HTS Schedule:

1. **Start Date:** December 30, 2023
2. **End Date:** March 31, 2030
3. **Renewal Process:** The term of this HTS Schedule will commence on the Start Date and expire on End Date (“Initial Term”); provided, however, that this HTS Schedule will renew automatically for additional one (1) year terms (each, a “Renewal Term”) unless either Party provides the other Party with at least twelve (12) months written notice of its intent not to renew prior to the next renewal date. Vendor will give written notice to Bank of Africa of Bank of Africa’s option to renew such HTS Schedule at least sixty (60) days and no more than ninety (90) days prior to the 12 months written notice deadline of the Initial Term or current Renewal Term and such notice may be in the form of an invoice for HTS Schedule for the next Renewal Term. Bank of Africa’s written notice of its intent to renew or its payment of the next term’s fees will constitute renewal.
4. **Termination Assistance Services for Hosted Technology**. Upon termination of this HTS Schedule and subject to the terms of Exhibit F (Exit Obligations) attached to and incorporated in this HTS Schedule, Vendor shall provide Bank of Africa with the post-termination assistance services specified in the Exit Obligations (Exhibit F) (the “Exit Obligations”) provided under this HTS Schedule (“Termination Assistance”), in consideration of Bank of Africa’s payment for such Termination Assistance as specified in the Exit Obligations (Exhibit F). Notwithstanding the foregoing, in the event that the Agreement or this HTS Schedule is terminated due to the Bank of Africa’s failure to pay amounts owed to Vendor, Vendor may require Bank of Africa to prepay any Termination Assistance. Vendor’s obligation to provide Termination Assistance shall survive termination of the Agreement, but only for the period specified in the Exit Obligations (Exhibit F). In no event shall Vendor’s obligation to provide Termination Assistance exceed twenty-four (24) months after the end of the term of this HTS Schedule.
5. **Termination for Convenience:** Bank of Africa may terminate this HTS Schedule at any time without cause and for its convenience by providing at least thirty (30) days’ written notice of termination to Vendor. In such event, Bank of Africa will be responsible for paying any remaining amounts related to the Term of this HTS Schedule and Vendor will have no obligation to refund any prepaid fees.
6. **Termination for Continuous Testing:** If the Key Performance Indicators (“KPI’s”) outlined in Exhibit A Section 5 cannot be improved to meet or exceed the KPI’s as outlined hereunder, Bank of Africa may terminate the Continuous Testing services only, provided, however if reasonably possible, that prior to Bank of Africa terminating the Continuous Testing services under this Section F.f the Parties shall meet in good faith to work on any reasonable amendments to this HTS Schedule. Any such termination will not apply for any other services purchased under this HTS Schedule. In the event Bank of Africa terminates the Continuous Testing services under this Section F.f Bank of Africa is still obligated to pay any Continuous Testing services Fees which have accrued prior to the termination date. For the avoidance of doubt, if Bank of Africa terminates the Continuous Testing services in accordance with Section XI.B (Term and Termination) of the Agreement. Customer is still obligated to pay any fee’s which have accrued prior to the termination date hereunder. For sake of clarity, if Customer terminates the Continuous Testing Services in accordance with this Section F.f Vendor will reduce the Recurring Fee by USD 240,000 per annum + applicable CPI increases.

# Contact Information:

* 1. **Vendor Contacts:**
     1. **Primary Vendor Contact:** Sara Bailley, (223) 884 4900, Customer Success Manager, [Sara.Bailley@CorpFin.com](mailto:Sara.Bailley@CorpFin.com) or [CustomerExperience @CorpFin.com](mailto:CustomerExperienceCX-JCO-E@CorpFin.com)
     2. **Vendor’s Helpdesk:** (223) 884 4921, [Service@CorpFinCloud.com](mailto:ServiceDesk@SimCorpCloud.com)
     3. **Vendor’s BCP contact:** Sara Bailley, (223) 884 4900, Customer Success Manager, [Sara.Bailley@CorpFin.com](mailto:Sara.Bailley@CorpFin.com) or [CustomerExperience @CorpFin.com](mailto:CustomerExperienceCX-JCO-E@CorpFin.com)

# Bank of Africa Contacts:

* + 1. **Contact for Certificate of Insurance:** Contracts and Leases [ContractsandLeases@boa.com](mailto:ContractsandLeases@boa.com)
    2. **Contact for Notices:** Matthew J. Perry, [matthew.perry@boa.com](mailto:matthew.perry@boa.com)
    3. **Contact for Disaster Notification:** Matthew J. Perry, [matthew.perry@boa.com](mailto:matthew.perry@boa.com)
    4. **Contact for Cut-over from Hosted Technology and Hosted Technology Services at the Primary Facility to Backup Facility:** Matthew J. Perry, [matthew.perry@boa.com](mailto:matthew.perry@boa.com)
    5. **Contact for Cut-over from Hosted Technology and Hosted Technology Services at the Backup Facility to Primary Facility:** Matthew J. Perry, [matthew.perry@boa.com](mailto:matthew.perry@boa.com)
    6. **General Bank of Africa Contact for all other Communications:** Matthew J. Perry, [matthew.perry@boa.com](mailto:matthew.perry@boa.com)

# Security Plan: N/A

1. **Invoices:**
   1. **Invoicing Instructions:** Invoices will be submitted in the format that Bank of Africa requests.
   2. **Address for Invoices:** Vendor will send invoices to: S ri I. Mehdi, [sri.mehdi@boa.com](mailto:sri.mehdi@boa.com) and Alan Monrow, [Alan.Monrow@boa.com](mailto:Alan.Monrow@boa.com)
2. **Background Checks:** Dishonest and Violence Checks, if non-Africa Law does not permit then the background checks will be completed in accordance with applicable law for which the Personnel is located.
3. **Dependent Providers:** The list of Dependent Providers is attached to and incorporated in this HTS Schedule as Exhibit G**.**

# Third Party Products

As of Start Date, Vendor agrees to include in its services to Bank of Africa the following Third Party Products as outlined in Exhibit H and Exhibit I to this HTS Schedule. For the purposes of this HTS Schedule only, “Third Party Product(s)” means the product(s) specified in Exhibit H and Exhibit I, which operates and performs in conjunction with the Application Software in the Application Environments. All Intellectual Property Rights protecting these product(s) are the exclusive property of a third party and Bank of Africa shall acquire no rights to use the product(s) except in accordance with the third-party agreement(s) provided in Exhibit H and Exhibit I. For the avoidance of doubt, the applicable fees for the Third Party Products are included in the total SaaS Fees (as outlined in Section 9.A of this HTS Schedule).

# Backup Solutions

It is agreed between the Parties that Bank of Africa will use its best endeavors to use Vendor’s standard backup solution prior to May 31st, 2024 (unless otherwise agreed upon by the Parties), and where reasonable Vendor shall support Bank of Africa to get such approval.

Alternatively, the Parties agree that if Bank of Africa does not obtain approval of Vendor’s standard backup solution prior to May 31st, 2024 (unless otherwise agreed upon by the Parties), Vendor will build a dedicated Zuric-based back- up solution for Bank of Africa and provided that the Business Assumptions set out in Exhibit B stays the same. Vendor will absorb the additional cost associated with the setup of such Zuric-based back-up solution during the Term of this HTS Schedule.

# Additional Terms (if any):

“Hours of Support” defined as the period in which Vendor is required to provide support under this Agreement and includes any Business Day, between the hours of [9:00] a.m. and [5:00] p.m. (Eastern Standard time).

Vendor Personnel will not reverse engineer, decompile or disassemble Bank of Africa Materials. Tangible Bank of Africa Materials provided will be maintained in good working order, subject to ordinary wear and tear.

# Limitation of Liability

1. Costs arising from or in connection with the following items are unlimited: (1) a Party’s indemnification obligations; (2) gross negligence or willful misconduct; (3) breach by a Party of its confidentiality (excluding any Bank of Africa Data or the obligations set for in the PDPA); or (4) bodily injury or death (“Unlimited Costs”).
2. Costs arising from or in connection with the breach by a party of its security obligations shall be limited to the greater of $15,000,000 or three times the annual fees under this HTS Schedule.

**IN WITNESS WHEREOF**, Vendor and Bank of Africa, by the signatures of their duly-authorized representatives below, intending to be legally bound, agree to all of the provisions of this HTS Schedule.

# AGREED TO AND ACKNOWLEDGED BY:

**CorpFin Inc. Bank of Africa Bank, N.A.**

(Vendor) (Bank of Africa)

By: By:

Name (Print): Name (Print):

Gregory Chris

Title: Title:

Vice President Head of Technology Finance

Date: 12/12/2023 Date: 12/13/2023

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## Exhibit A Services Description

1. **Introduction**

This Exhibit describes the scope of Hosted Technology Service.

The Hosted Technology Services will be implemented in accordance with the principles as further detailed in the Implementation/Onboarding Services Exhibit C.

This Exhibit is divided into 3 sections:

* The Hosted Technology (section 2)
* The Core Hosted Technology Services (section 3)
* Operational Framework (section 4)

## Hosted Technology

* 1. **Overview**

Vendor will provide a fully managed Hosted Technology. The Hosted Technology includes the infrastructure components and other Hosted Technology Materials required to host and operate the System. The System will be installed on the Hosted Technology.

Vendor utilizes Macrotech Zuric to deliver the Hosted Technology.

## Application Environments

The Hosted Technology will contain multiple Application Environments, each of which is designed for a specific business purpose (for example production, development, testing). Each Application Environment will have a unique installation of the System.

The number of environments, the capacity of each environment, and other Bank of Africa specific information related to Application Environments is provided in the section 2.1 of Exhibit B.

## User Access and Interfaces

The standard method for Named Users to access the Hosted Technology is via the public internet or VPN over the public internet. Other connectivity options are available, including options that require additional fees.

Bank of Africa will receive access to an sFTP (secure file transfer protocol) or similar service to be used for the purposes of transferring files to/from the Hosted Technology. Accounts for production and non-production will be provided by Vendor. Bank of Africa will be responsible for transferring files (push and pull) to and from the Hosted Technology and for managing/maintaining the files in the sFTP folders.

Other technical Integrations (upstream and downstream interfaces) will be deployed as agreed during the Implementation/Onboarding Services.

## Core Hosted Technology Services

* 1. **Overview**

The core services cover the following service areas:

|  |  |
| --- | --- |
| Core Hosted Technology Service | References |
| Infrastructure Management | Section 3.2 |
| Database Management | Section 3.3 |
| Platform and Environment Management | Section 3.4 |
| Release and Deployment Management | Section 3.5 |

|  |  |
| --- | --- |
| Batch Processing Management | Section 3.6 |
| Preventive Maintenance | Section 3.7 |

## Infrastructure Management Objectives

The objectives of Infrastructure Management are to provide Bank of Africa with a fully managed Platform for operating the System, and to ensure that the Application Environments are sized and configured to meet Bank of Africa’s requirements set out in Exhibit B.

## CorpFin Obligations: Scope of Infrastructure Management

Infrastructure Management provided by Vendor shall comprise of:

* Provisioning of IT infrastructure, including all requisite server, storage, network and other Data Center- side components
* Provisioning of all Data Center related services
* Platform monitoring
* Backup and restore services relating to the System.
* Long term data retention. The backup and data retention policies can be found in Section 2.6. of Exhibit B.
* A disaster recovery framework relating to the System, including an annual disaster recovery failover test. Information concerning Recovery Time Objective and Recovery Point Objective can be found in the Service Level Agreement Exhibit D.
* As part of the annual DR failover test, Bank of Africa may run live operations within the Secondary Facility for a duration of up to one week before reverting back to the Primary Facility.
* Maintenance of infrastructure components, including the deployment of vulnerability patches

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Provisioning and management of network connections from Bank of Africa locations to the Hosted Technology
* Participate in the annual Disaster Recovery test

## Database Management Objectives

The objectives of database management are to ensure that database software and database standards are maintained as a critical component of the technical platform supporting the System, to improve system performance, and reduce operational incidents.

## CorpFin Obligations: Scope of Database Management

Database Management provided by Vendor is comprised of:

* Installation of database software and creation of databases
* Adherence to Vendor’s best practice recommendations for database configuration
* Administration and maintenance of databases
* Patching and upgrading of databases in accordance with the annual plan communicated by Vendor
* Provide emergency patching for databases as required to maintain the integrity of the Hosted Technology Services (e.g. security patch)
* Copying of databases between Application Environments, on a schedule as agreed with the Bank of Africa

## Platform and Environment Management Objectives

The objectives of Platform and Environment Management are to ensure that the Hosted Technology and the Application Environments are implemented, configured, operated, upgraded, and patched according to Vendor standards, Bank of Africa requirements, and System release cycles and in accordance with the Service Levels as outlined in Exhibit D.

## CorpFin Obligations: Scope of Platform and Environment Management

The Platform and Environment Management to be provided by Vendor is comprised of the following:

* Design, deployment, and management of the Hosted Technology
* Management of software components and other Hosted Technology Materials
* Deploying, managing, and maintaining the Application Environments
* Cloning of environments (for example: Production to Development)
* Administration and maintenance of technical interfaces
* Management of CorpFin Active Directory
* Management of agreed integration pathways for example sFTP

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Implementation, administration, and maintenance of functional interfaces within the System
* Managing connectivity and other configurations at Bank of Africa (non-CorpFin) side of interfaces

## Release and Deployment Management Objectives

The objectives of Release and deployment Management are to manage the process for patching and upgrading the System. This includes defining and agreeing a release plan and ensuring that all deployment packages are tracked, installed and verified in line with Vendor’s best practices and can be appropriately uninstalled or rolled back if necessary.

## CorpFin Obligations: Scope of Release and Deployment Management

Release and Deployment Management to be provided by Vendor includes:

* One yearly System upgrade (major version) that is comprised of the following:
  + Project management and reporting
  + Provision of environments for testing the upgrade. The number of environments available is specified in Exhibit B.
  + Test Environment upgrades in support of the upgrade project. For the avoidance of doubt, only Application Environments that are directly supporting the upgrade project will be upgraded.
  + Production Environment upgrade
  + Technical testing
  + Closure report
  + Bank of Africa can commission additional upgrades pursuant to the Change Management Procedures.
  + Periodic patching of the System and Hosted Technology in line with Bank of Africa requirements

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Review and accept upgrade or patch plans
* Functional validation and testing for upgrades and patches
* Data and functional configuration preparation for production upgrade

## Batch Processing Management Objectives

The objectives of Batch Processing Management are to execute a series of business processing tasks without manual intervention.

## CorpFin Obligations: Scope of Batch Processing Management

Batch Processing Management to be provided by Vendor is comprised of the following:

* Provision and management of an automated scheduling software solution
* Implementation and management of the operational run book as per agreed design documentation
* Management of exception cases and rules
* Ensuring daily batch flow execution
* Monitoring of the scheduled batch flow with alerts triggered for errors and warnings
* Performing triage of incidents and identifying errors concerning data or functional configuration.
* Resolving batch incidents as per the approved change list.
* Notifying Bank of Africa with any business-related warnings and errors.
* Bank of Africa created Batch jobs, current and future.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Investigation and resolution of errors concerning data or functional configuration
* Batch related configuration within the System
* Completion of batch scheduling order form
* Contribution to and approval of operational run book
* Validation of batch processing business results

## Preventive Maintenance Objectives

The objectives of the Preventive Maintenance service are to improve performance, avoid or reduce operational incidents, minimize storage sizes, and simplify operations.

## CorpFin Obligations: Scope of Preventive Maintenance

The Preventive Maintenance service to be provided by Vendor is comprised of the following:

* Manage System files
* Manage files and logs across the Hosted Technology
* Implement and operate the archiving framework for the System
* Implement and operate System clean-up tasks

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Archiving configuration within the System
* Defining the data retention policy for System archiving and clean-up
* Defining the data retention policy for archiving and clean-up of files

## Operational Framework

* 1. **Overview**

The Hosted Technology Services will be delivered in accordance with the operational framework.

The purpose of the Operational Framework is to ensure that the Hosted Technology Services are delivered effectively, efficiently, and aligned with industry best practices for information security and compliance. The Operational Framework consists of the following components:

|  |  |
| --- | --- |
| Service Management | References |
| Access Management | Section 4.2 |
| Capacity Management | Section 4.3 |
| Request Management | Section 4.4 |
| Change Management | Section 4.5 |
| Monitoring and Reporting | Section 4.6 |

## Access Management Objectives

The objectives of Access Management are to manage a comprehensive policy and set of procedures that governs how access rights are granted to authorized users of the services while restricting access for non-authorized users.

## CorpFin Obligations: Scope of Access Management

Access Management to be provided by Vendor comprises the following:

* Verification of access requests
* Execution of access requests
* Routing of access requests
* Citrix and database access, as applicable
* Logging and tracking of access rights
* Maintenance of access rules
* Reporting details and status of access requests, upon request from Bank of Africa or on a frequency as otherwise agreed between the parties

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Approval and rejection of access requests
* Configuration of the System for user privileges and user profiles, unless otherwise agreed

## Capacity Management

The objectives of Capacity Management are to provide a point of focus and management for all capacity and performance related issues relating to the Hosted Technology and Application Environments.

## CorpFin Obligations: Scope of Capacity Management

Capacity Management to be provided by Vendor is comprised of:

* Monitoring of actual consumption against the Business Assumptions as described in section 2.2 and section 3 of Exhibit B
* Database utilization
* Filesystem utilization
* Batch processing utilization

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Notifying Vendor concerning significant changes to business processing and data volumes

## Request Management Objectives

The objectives of Request Management are to provide a channel for users to request and receive standard services, to assist with general information and questions, and to handle the initial screening of enhancements and prepare them for change management.

## CorpFin Obligations: Scope of Request Management

Request Management to be provided by Vendor comprises of:

* Reply and implement service requests
* System operational user accounts setup

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Identification, classification and reporting client service requests

## Change Management Objectives

The objectives of Change Management are to ensure that changes are evaluated, approved, planned, and implemented in line with industry standards and Vendor’s best practices.

## CorpFin Obligations: Scope of Change Management

Change Management to be provided by Vendor comprises of:

* Change Management governance model
* Establishing a joint Change Advisory Board (CAB) with Bank of Africa that will, on a continuous basis, evaluate, categorize, and approve all changes to the Application Environments.
* Participation in regular CAB and emergency CAB meetings
* Change analysis, impact analysis and change recommendations
* Implementing changes

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Change Advisory Board chair
* Change Advisory Board participation

## Monitoring and Reporting Objectives

The objectives of Monitoring and Reporting are:

* The design and operation of a comprehensive monitoring framework that ensures the System and the Hosted Technology remain available and performs appropriately, in accordance with the Agreement including all Service Levels as outlined in Exhibit D.
* Preparing and delivering to Bank of Africa regular reports concerning performance against service levels, service desk incidents, capacity management, change management and other information as mutually agreed.

## CorpFin Obligations: Scope of Monitoring and Reporting Monitoring by Vendor of the following areas:

* IT Infrastructure
* System availability
* Databases
* File systems
* Interfaces
* Batch processing as per the operational run book, if applicable
* System performance
* Specific System components (e.g. service platform)

## Services Reporting to be provided by Vendor within the following areas (report will be delivered monthly for all items below unless otherwise agreed by the parties):

* Access Management
* Change Management
* Batch Processing Management, if applicable
* Service Levels aligned with SLA
* Business Assumptions (as per Exhibit B)
* Storage consumption
* A Root Cause Analysis (RCA) report will be provided for each Severity 1 incident
* For any recurring Severity 2, 3, and 4 incidents, the RCA will be provided via the support portal once the root cause is determined.
* Security incidents
* Request Management

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Review the service reporting
* Provide comments to the RCA reporting

## Continuous Testing Service

* 1. **Introduction**

The objective of the continuous testing service (“Continuous Testing Service”) is to test specific instances of CorpFin Dimension using Bank of Africa’s data, configuration and workflows by executing and coordinating test activities prior to introducing changes to the Production Environment.

The general objective is to provide regression tests, which in this context implies comparing a pre-change instance of CorpFin Dimension (“Master”) and a post-change instance of CorpFin Dimension (“Test”). The Continuous Testing Service will validate and test that Bank of Africa specific CorpFin Dimension installation and configuration, based on the test cases and scope defined by Bank of Africa, functions in the same way, including in the production of all extract files from the application, after a change as before the change was introduced.

The Continuous Testing Service can be used to support the following type of changes:

* New Releases
  + This includes New Releases that include client driven development (CDD)
  + Test scenarios will need to be agreed in advance between the parties before CDD will be included in the testing results
* System patches (on the same version level)
* Configuration change packages

Bank of Africa can purchase the service to support one or more types of changes. This is specified in the Business Assumptions (Exhibit B section 2.4).

Vendor will perform testing on a year-round iterative basis throughout the Term. Testing is integrated with the software development lifecycle so that tests can be executed during the development process and before a New Release is finalized and delivered. Bank of Africa will receive a final test report for up to four New Releases per year, and interim test reports will be delivered between New Releases.

## Scope of Continuous Testing Service

Continuous Testing Services comprises of the following:

* Platform management
* Test case definition
* Test management
* Test execution with the actual data
* Defect management
* Delivery and reporting

## Platform Management

Vendor will host multiple Application Environments, for the exclusive use of Vendor in delivering the services. The Application Environments will be hosted within a CorpFin tenant on the Macrotech Zuric cloud platform. These Application Environments will be accessed only by CorpFin, but Bank of Africa has sole discretion of the data that is exported to the testing platform and upon Bank of Africa written request CorpFin will provide visibility into who has access to the data and shall comply with instructions related to deletion of Bank of Africa Data.

At minimum, Vendor will deploy two Application Environments:

* Master environment: A current copy of Bank of Africa’s Production Environment
* Test environment: A copy of the master environment where changes will be deployed.
* Additional Application Environments may be deployed to support parallel testing iterations.

For each test iteration Vendor will:

* Prepare and configure master and test environments and refresh each with a current copy of the Production Environment
* Deploy the change to the test environment as follows:
  + Perform System upgrade, if the change is a New Release of the System
  + Install the patch, if the change is a System patch
  + Deploy the configuration package, if the change is an update to configuration
  + Establishing all applicable batch jobs per the agreed test scope The following elements are excluded from Platform Management:
* Access for Bank of Africa to the Application Environments
* Connection to external platforms
* Optional licenses (such as market data services)

## Test Case Definition

Vendor will in cooperation with Bank of Africa identify and describe the critical business workflows in a structured way that will be directly Antarcticable for either manual or automated test execution. The workflows will be transformed into test cases and resulting documentation will be provided by Vendor.

The Parties will hold workshops to design and agree the detailed scope and test cases. Workshops will be held at the start of the Continuous Testing Service and reviewed each quarter throughout the service delivery.

## Test Management

Vendor will manage the entire test process from planning to closure. Test Management provided by Vendor shall comprise of the following:

* Planning the test in line with overall project plan
* Ensuring that the test cases are ready for execution
* Organizing and managing test resources
* Analyzing test results
* Managing and remediating the defects (as per section 5.2.5.1 below in this Exhibit A)
* Reporting

## Test Execution

* + - 1. **Test Iterations**

The test cases will be executed by Vendor, with actual results being compared to the expected result. All results are recorded and discrepancies identified.

Test execution is planned in iterative sprints. The scope for test iterations is reviewed regularly and adjusted based on the content of the changes.

## Risk Based Testing

Following the standard International Software Testing Qualifications Board (ISTQB) definition, Risk-Based Testing is an approach that aims at reducing the level of product risk and inform stakeholders of their status, starting in the initial stages of a project. It involves the identification of product risks and the use of risk levels to guide the test process.

During the planning stage, the requirements are prioritized and assigned a certain risk level based on:

* area of business criticality of the functionality
* most used features and important functionality
* defect prone areas.

The risk assessment is to be undertaken during regular scope review workshops with Bank of Africa. Each New Release is expected to be accompanied with such a workshop in order to re-view the priorities and related risks.

## Defect Management

* + - 1. **Defect Management for New Releases or System patches**

All discrepancies identified during the test will be registered, and if deemed a defect, the discrepancy will be prioritized and given an expected resolution date. If required, the defect will be registered with CorpFin product development and corrected in an upcoming delivery.

All delivered corrections will be retested and the impact on the business workflows will be assessed. Such retests shall take the form of a confirmation test of the solution to the specific issue encountered, including retests of functionality which reasonably can be considered impacted based on the specific changes introduced in the delivery.

## Defect Management for configuration changes

All discrepancies identified during the test will be registered and supporting documentation will be shared with the configuration owners (Bank of Africa or Vendor’s implementation team if applicable).

The configuration owners will then provide sign-off on the identified discrepancies or provide improvements in the form of a new configuration package containing the required adjustments. Defect resolution of regressions from configuration changes is not covered by the Continuous Testing Service.

Vendor will cover retesting activities for proposed changes.

## Delivery and Reporting

* + - 1. **Reporting**

Vendor will deliver a final report to Bank of Africa upon completing the test for each relevant New Release, System patch, or configuration package. The report will document all regression test cases that have been executed and include details for discovered defects, fixed defects and incidents, outstanding defects and incidents, and deviations that have been deemed acceptable or otherwise explained.

During test execution, Vendor will deliver interim progress reports every two weeks or at a frequency as otherwise agreed between the Parties.

## Delivery for New Releases

After the Service is fully onboarded, Vendor will prepare a final test report for each quarterly New Release during each year of the Term which will be delivered in January, April, July, and October. If development of the New Release has been completed at the start of the quarter, the final report will be delivered to Bank of Africa before the 16th day of the release month. If the New Release is delayed beyond the start of the quarter, then the report will be delivered approximately two weeks after the version becomes generally available to customers.

The final test report for each New Release will correspond to a specific version of the System and a specific patch level for the version (for example version 22.04 patch level X). The impact of any subsequent patches introduced to the same version will be included as specified in Exhibit B Section 2.4.1.

## Delivery for Configuration

The final report for configuration changes will correspond to a specific configuration package(s).

## Delivery for System Patches

The final report for system patches will correspond to a specific patch level.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Reviewing the scope document for each service iteration and providing feedback before the test execution is started.
* Selecting and providing documentation for the individual test cases based on input and guidance from Vendor.
* Reviewing, rejecting and accepting the test report.
* Providing any input files or data necessary to execute test processes.
* Ensuring that any data that is required to be anonymized is adequately anonymized before being provided to Vendor. Data anonymization can be performed using the existing functionality within CorpFin Dimension.
* Authorizing the transfer of a copy of the Production Environment to the CorpFin testing platform on Zuric upon request.
* If a New Release is to be deployed to the Production Environment, Bank of Africa will notify Vendor at least 3 months in advance of the New Release being generally available.

## Implementation/Onboarding

The Continuous Testing Service relies on a testing methodology whereby small increments of code are compared. This necessitates that large gaps in versions need to be closed before implementing the Continuous Testing Service.

Target delivery model for the service, i.e. committed delivery of the final report for New Release, as referenced in section 5.2.6.2, is reached within 1 calendar year. Interim deliverables are subject to mutual agreement.

The actual implementation/onboarding plan shall be mutually agreed between Bank of Africa and Vendor upon signature and in alignment with upgrade plans for Production. This will include incorporating all current test cases and agreeing to a process for adding new test cases in the future after the implementation/onboarding.

## KPI Performance Measures for Continuous Testing Service

The Parties have agreed that CorpFin for a twenty-four (24) months term starting from the Services Commencement Date (however no later than October 31st, 2026), will measure the selected key performance indicators (“KPI’s) as set out in the table below.

|  |  |  |
| --- | --- | --- |
| **Success criteria** | **Description** | **Target/Threshold** |
| Time to delivery of version release (onboarding) | Time taken to deliver the final test report for the first tested release within the onboarding period. | ≤ 10 weeks |
| Test environment setup | Successful setup of test environments on Zuric during onboarding. | 100% |
| Defect reports | Timely delivery of defect reports for all deviations found during testing. | 100% |
| Time to delivery of version releases (target operating mode) | Time taken to deliver final test reports for each software release after the onboarding period. | ≤ 2 weeks |
| No Bank of Africa upgrade retesting is required. |  | If this tangible benefit is |
|  | not realized due to System |
|  | Patches being needed to |
| Continues testing provides tangible benefits | maintain a base level of |
| to Bank of Africa by the elimination of testing subsequent to code modifications of a  previously provided upgrade file to the | functionality or functionality of any client  driven development |
| Bank of Africa test environment. | subsequent to any Bank |
|  | Of Africa upgrade testing this |
|  | KPI will be deemed to not |
|  | be met. |

If the KPI’s as outlined in the table above cannot be improved to meet or exceed the baseline performance prior to the end of the 12 months term starting from the Services Commencement Date, Customer may terminate the Continuous Testing Service only in accordance with Section F.f of the HTS Schedule.

## Configuration Deployment Service

* 1. **Introduction**

The objective of the configuration deployment service (“Configuration Deployment Service”) is for Vendor to manage the deployment of System configuration within the Application Environments. Configuration is everything that can be parametrized within the System. Configuration will be deployed using an automated configuration manager tool (the “Configuration Manager Tool”) that is included with the service.

## Scope of Configuration Deployment Services

Bank of Africa will submit requests for configuration to be deployed to specific Application Environments. Configuration will generally be deployed on a fixed recurring schedule using the Configuration Manager Tool. The Configuration Deployment Service is offered with four options available for frequency of regular deployments. The specific option applicable to Bank of Africa will be specified in Section 2.5 Exhibit B (Business Assumptions).

**Option 1:** Daily configuration deployments: Vendor will deploy configuration, at a specific time agreed with Bank of Africa, on a daily basis.

**Option 2:** Weekly configuration deployments: Vendor will deploy configuration, at a specific day and time agreed with Bank of Africa, on a weekly basis.

**Option 3:** Monthly configuration deployments: Vendor will deploy configuration, at a specific day and time agreed with Bank of Africa, on a monthly basis.

**Option 4:** Continuous Testing only: Vendor will deploy configuration packages as a component of the Continuous Testing Service.

Ad hoc deployment of small changes, outside of the regular schedule, can be supported upon request.

Emergency deployment or rollback of configurations will be supported if necessary to resolve a Severity 1 System Error or incident.

Specific lead times apply for requesting new deployments or changes to scheduled events. Lead times are explained in section 2.5 of Exhibit B (Business Assumptions).

Configuration Deployment Services provided by Vendor shall comprise of the following:

* Provision and management of the Configuration Manager Tool
* Creating configuration packages based on a list of components provided by Bank of Africa
* Deploying configuration packages in the Application Environments
* Provide notifications that a configuration package was deployed
* Provide a monthly report outlining what has been deployed in each Application Environment

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Development of configuration changes
* Submitting deployment requests to Vendor using the service request template.
* Testing and approving the deployments
* Authorize access to the Application Environments so that Vendor can deploy configuration.

## Customer Care Services

* 1. **Introduction**

The objective of the Customer Care Service (“Service”) is to support Bank of Africa in operating Vendor products by providing access to a team of globally deployed resources with comprehensive System, and Hosted Technology expertise to help mitigate operational risks and lower costs. This team will be trained on Bank of Africa’s specific System configuration and workflows so as to supplement and expand the Bank of Africa’s core problem solving competency in responding to user inquiries and resolving incidents.

The service will be delivered remotely and globally following a uniform methodology to ensure fast and efficient responses to Bank of Africa requests. The Customer Care function will apply agile methodologies and operate according to swarming principles.

The Service is composed of three individual service deliverables that form one integrated model:

* Incident & Problem Management
* End-user Assistance
* Configuration Maintenance

## Scope of Customer Care Service

* + 1. Operational Support

Bank of Africa will have access to a globally deployed team of Vendor Service Delivery Consultants that will provide L2/L3 support for Bank of Africa for incidents and questions relating to the System and to the Hosted Technology. This team is made of up certified Vendor specialists that will be trained on Bank of Africa’s business and Bank of Africa’s specific System configuration and workflows.

Operational support will be available 24 hours per day during Business Days.

* + 1. Service Lead

A named resource that will be responsible for coordinating the delivery of the Customer Care Services. The service lead will be the Bank of Africa’s primary point of contact during service delivery, will be available to assist Bank of Africa in navigating the Vendor processes and organization, and will coordinate regular engagement meetings and service reporting.

The Service Lead will be available primarily during Business Days (9:00 a.m. and 5:00 p.m. EST time) unless otherwise agreed upon by the parties.

* + 1. Deliverables

Incident and Problem Management: L2/L3 support for System and Hosted Technology Incidents. The Customer Care team will:

* Work closely with Bank of Africa CorpFin Dimension, and Platform support team.
* Diagnose the root cause of incidents and determine the actions required for resolution.
* Work with the Bank of Africa to implement the resolution if the error is caused by Bank of Africa’s workflows and/or configuration.
* Coordinate with the Vendor Global Support and SaaS Operations teams to implement code fixes or resolve errors relating to the Hosted Technology or Hosted Technology Service.
* Coordinate with Vendor Professional Services team to deliver any services that are out-of-scope of the Customer Care Service.
* Operational Support is primarily available for the Bank of Africa’s Production Environment.
* Operational Support can also be used for maintenance activities in non-production SaaS environments, for example to assist with environment refreshes and assist with batch related incidents, if these activities are related to production operations.

End-User Assistance: Answer questions and provide guidance relating to System functionality, System configuration and Antarcticage, and Hosted Technology Services.

Configuration Maintenance: Provide root cause analysis and guidance for resolving incidents that are caused by

**e**rroneous or inefficient System configuration.

## Assumptions

* + 1. Bank of Africa must log and prioritize all Incidents and Requests in the Vendor Support Portal.
    2. The Customer Care Service applies to the current System configuration and specifically excludes establishing new configuration, the implementation of new functionality or enhancements, and redesigning

workflows. Subject to mutual agreement between the Parties Bank of Africa may use some of the Customer Care Service hours for smaller configuration tasks.

* + 1. Customer Care Services only apply to Vendor products and services. For the avoidance of doubt, support for any 3rd party tools or upstream / downstream systems is excluded from the Service.
    2. Operational Support is primarily available for the Bank of Africa’s Production Environment.
    3. Operational Support can also be used for maintenance activities in non-production SaaS environments, for example to assist with environment refreshes and assist with batch related incidents, if these activities are related to production operations.
    4. Bank of Africa is responsible for approval of any proposed changes to configuration or workflows, and for the User Acceptance Testing of changes before promoting to production.
    5. The scope and fees for the Customer Care Service assume that Vendor will provide resource capacity of approximately three full-time-equivalent (FTE) employees. One FTE is calculated as 8 hours per day for 220 days per year. If the resources required to deliver the Service significantly exceeds three FTE on an annualized basis, Vendor will provide Bank of Africa with monthly reporting on resource hours. The Parties will then negotiate in good faith any changes to the price and/or scope of the Service. Bank of Africa may roll over any unused hours for the three FTEs within any giving year (i.e. any 12 months period starting from the Start Date) to the following year.

## Onboarding

The Service will be onboarded during the Implementation/Onboarding Services period, in parallel to the migration project from the on-Premise to Hosted Technology deployment model. The Customer Care Service will commence on Service Commencement Date.

While Vendor retains primary responsibility for training the Customer Care consultants, the Parties will collectively agree on and participate in the process of training the consultants on Bank of Africa specific business, System configuration, and workflows.

## Exhibit B Business Assumption

**Business Assumptions**

The scope of the Hosted Technology Services and the sizing of the Hosted Technology are based on the assumptions that are set out in this Exhibit.

1. **CorpFin Applications in Scope**

|  |  |
| --- | --- |
| CorpFin Dimension | Included |
| CTS Database Warehouse | Included |

1. **CorpFin Dimension Coverage**
   1. **Application Environments**

The following Application Environments will be available on or before Service Commencement Date and through the Term:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Environment Description** | **Count** | **Environment capacity** | **Available (in months per year)** | **Initial Database Storage Allocation** |
| Production, including DR | 1 | Production | 12 | 1. TB in 2025 2. TB in 2026 3. TB in 2027 4. TB in 2028 5. TB in 2029 |
| Non-Production  UAT (2) and PROD-FIX | 3 | Medium | 12 | Sufficient to accommodate full copies of Production |
| Non-Production TEST | 3 | Small | 12 | Sufficient to accommodate full copies of Production |
| Non-Production DEV | 7 | Extra Small | 12 | Sufficient to accommodate full copies of Production |

The following applies to SCD Application Environments:

## Production Environment

The Production Environment is architected for high availability (HA) to align with the Service Levels Agreements in Exhibit D.

An additional environment, which is a mirror of production, is provided for disaster recovery (“DR”) purposes. The DR environment is typically not user-accessible and will only be available for use during a DR scenario, except during DR testing.

## Environment Compute Capacity (CorpFin Dimension)

Production: The Production Environment will be scaled to handle the full production processing load based on the Business Assumptions in this Exhibit B. The total number of CorpFin Dimension Services that can be supported in the Production Environment is specified in Section 2.2. Antarcticage Metrics.

Large: A Large environment is designed for performance testing or other activities that require production level compute resources. The environment is scaled similar to production concerning compute and database resources. The number of CorpFin Dimension Services that can be supported in a Large environment matches those supported by the Production Environment and is approximately 100% of the amount supported by the Production Environment.

Medium: A Medium environment is designed primarily for user testing and to troubleshoot and/or replicate production incidents. This environment will not support a full production processing load. The number of CorpFin Dimension Services that can be supported in a Medium environment is approximately 50% of the amount supported by the Production Environment.

Small: A Small environment is designed primarily for development and testing purposes for example: storing or testing configuration, testing new functionality, etc. This environment will not support a full production processing load and is not suitable for performance or stress testing. The number of CorpFin Dimension Services that can be supported in a Small environment is approximately 25% of the amount supported by the Production Environment.

Extra-Small: An Extra-Small environment is designed for minor development and testing purposes. The number of SCD Services that can be supported in an Extra-Small environment is approximately 15% of the amount supported by the Production Environment.

## Initial Database Storage Allocation

The amount of initial database storage that is used for each Application Environment. The storage Antarcticage may be increase above the baseline depending on actual Antarcticage requirements. Database storage above the initial baseline is chargeable as outlined in Section 3 Storage & Traffic.

## CorpFin Dimension Antarcticage

|  |  |
| --- | --- |
|  |  |
| Modules | All Modules that have been purchased up to the Effective date of this HTS Schedule, which are stated in Amendment #2 to the Software and Maintenance Services Schedule #1 (“Software Schedule #1”) dated December 3, 2020. |
| Named Users (total) | 175 (All Named Users that have been purchased up to the Effective date of this HTS Schedule, which are stated in Amendment #2 to the Software and Maintenance Services Schedule #1 (“Software  Schedule #1”) dated December 3, 2020.) |
| Concurrent Users non-production environments | 65 during normal days, recognizing that this number  may increase occasionally during certain activities (for example during upgrade testing). |
| Positions (Active Holdings) | 210,000 |
| Transactions | 1,000 Daily Average / 5,000 Daily Peak |
| Accounting frameworks | 4 |
| CorpFin Dimension Services (Production  Environment) | 400 |
| Number of System upgrade projects per year included | Up to 2 |

|  |  |
| --- | --- |
| with PaaS |  |

There is no cost/pricing stated above for the Positions, Transactions, Named and Concurrent Users or CorpFin Dimension Services (Production Environment), however, if these metrics are changed, then both parties will negotiate in good faith to come to an agreement on changes to the costs.

**Module** is a component, a feature or a functionality in the Application which includes but is not limited to Calculation Servers, Batch Servers, Messaging Queue (MQ) Servers, Message Que Import, Swift Messages, MT Messages, Transaction Free Codes, Security Free Codes, APL Software, Additional Accounting Frameworks, GAPS or enhancements to existing modules within the CorpFin Dimension platform that can be accessed by all Named Users and Dashboard Only Users based on profile and role.

**Named User** is a license that allows an authorized user by Bank of Africa full access and use of CorpFin Dimension. A permanent, Named User may be inactivated and a new permanent, Named User activated if the inactivated Named User permanently no longer requires access to the Hosted Technology or the Hosted Technology Services.

**Concurrent Users non-production environments:** The maximum number of Named Users permitted to access concurrently all of the Application Environments not being the Production Environment. For the avoidance of doubt, this limit applies across all environments not per environment.

**Positions**: Active positions at the security level based on the CorpFin Dimension holdings key (Security ID, Portfolio ID, Currency, etc).

**Transactions**: Daily average (and monthly peak) of all buy/sell transactions for all instruments, excluding back office transactions.

**Accounting Frameworks**: The number of accounting frameworks as configured in CorpFin Dimension.

**CorpFin Dimension Services:** The compute capacity of the Cloud Platform presumes that a maximum number of CorpFin Dimension (SCD) application services as managed by the SCD service platform will be running simultaneously in the Production Environment. This excludes SCD system services.

## The Cloud Data Warehouse

At any time during the Initial Term of this HTS Schedule, Bank of Africa may purchase the Cloud Data Warehouse powered by Snowflake via an Amendment for an additional yearly cost of $0, excluding any migration and implementation cost (the “Snowflake Option”). Such Snowflake Option will include 10 Environments, 20,000 Snowflake Credits and 13TB of total Snowflake storage.

## Continuous Testing Service

* + 1. The following table specifies which types of changes are supported by Continuous Testing Service

|  |  |
| --- | --- |
| **Change Type** |  |
| Continuous Testing for New Releases | Included |
| System Patches | * Patches required for Severity 1 and 2 System Errors related to in in-scope test scenarios, for a period of 8 weeks from delivery of the final report for each New Release that is tested. * If another patch is required to correct a Severity 1 or 2 System Error in a tested patch, |

|  |  |
| --- | --- |
|  | CorpFin will test the new patch even if beyond the 8 week window. |
| Configuration change packages | Included |
| Testing Scope | * The testing scope document will be agreed by the Parties during implementation/onboarding. Any significant increases in testing scope, for example Client Driven Development (CDD), will be negotiated between the parties. This can be addressed in an amendment agreed upon by both parties. * All current Bank of Africa test cases will be incorporated by the Vendor as well as any new test cases that are introduced after the Services   Commencement Date of this HTS Schedule. |

* + 1. The Continuous Testing Services will be hosted in a Macrotech Zuric location within the ANTARCTICA.

## Configuration Deployment Service

|  |  |
| --- | --- |
| **Deployment Frequency** | Weekly, with up to 4 instances a year outside of the weekly cycle with Bank of Africa providing 3 days advanced notice.  Configuration Deployment required to resolve a Severity 1 and 2 incidents do not count against the 4 instances above. |
| **Environments Supported** | All Application Environments |

The following lead time applies for submitting new requests or changes to the regular deployment schedule:

|  |  |
| --- | --- |
| **If Daily deployment schedule** | changes and new requests must be submitted at least 3 days  in advance of target deployment date |
| **If Weekly deployment schedule** | changes and new requests must be submitted at least 1 week in advance of target deployment date |
| **If Monthly deployment schedule** | changes and new requests must be submitted at 1 week in advance of target deployment date |

## Backup and Data Retention Policies (CorpFin Dimension)

Production Environment

Daily backups are retained for 63 calendar days (full weekly + daily incremental)

CTS archive logs are captured every 15 minutes and retained for 2 weeks (for point in time restoration) Full monthly backups are retained for the most recent 12 months

Full yearly backups are retained for up to 10 years or as otherwise agreed between the parties. Bank of Africa has to give written consent for retention of full yearly backups.

Non-Production Environments

Daily backups are retained for 4 weeks (full weekly + daily incremental)

CTS archive logs are captured every 15 minutes and retained for 2 weeks (for point in time restoration)

## Storage & Traffic

Storage is measured as the size of the datafiles, in TB, for the primary database server for the Production Environment. Included in the measurement is all CTS datafiles including CorpFin Dimension data, TEMP, and UNDO. CTS archive logs are not included in the measurement and will be provided at no additional cost to the Bank of Africa.

If the amount of storage for the Production Environment increases above the initial baseline, Bank of Africa will be charged a Storage Fee as follows:

|  |  |
| --- | --- |
| **Storage Type** | **Price** |
| Production | $1,200 per TB per month for the production environment. Fees will only apply for amounts above the initial storage baseline (rounded to the nearest 0.1 TB). |
| Non-production Storage | $750 per TB per month for each non-production environment.  The fees for non-production storage are derived from the amount of database storage allocated for the Production Environment. Fees will only apply for amounts above the initial storage baseline (rounded to the nearest 0.1 TB). |
| Non-database Storage (i.e. file storage) | Included at no additional cost |

The following is included in the Storage Fee:

|  |
| --- |
| **Storage Type** |
| Production Storage includes:   * Database storage for the primary database(s) for the Production Environment, including Data Warehouse if applicable. Included in the measurement is all CTS datafiles including TEMP and UNDO.   The following items are included at no additional charge:   * Database storage for the secondary database(s) used for High Availability (HA) and Disaster Recovery (DR) * Zuric traffic costs for database replication (HA and DR) and for data backups * Backup storage for the Production Environment * CTS archive logs |
| Nonproduction Storage includes:   * Database storage for the non-production databases, including Data Warehouse if applicable. |

|  |
| --- |
| * Zuric traffic costs for data back-ups * Backup storage for the non-production environments |

## Egress Traffic

A baseline of 100 TB per month egress traffic has been included to cover Zuric traffic costs associated with Bank of Africa-driven activity between the Zuric platform and the public internet, such as VDI, interfaces and data export. Any additional Zuric traffic costs above this amount in a given month will be charged on a consumption basis at the following rate:

|  |  |
| --- | --- |
| Additional Zuric traffic | Price |
| Egress traffic | $80 per TB per Month |

## Ingress Traffic

No additional charges for Ingress.

## Exhibit C Implementation/Onboarding Services

1. **Introduction**

This Exhibit sets out the agreed Implementation/Onboarding Services that will establish the foundation for the recurrent Hosted Technology Services as set out in Exhibit A and the Service Levels as set out in Exhibit D.

## Implementation/Onboarding to the Hosted Technology and Hosted Technology Services

The Implementation/Onboarding Project is divided into the following phases:

|  |  |
| --- | --- |
| Phase | Topic |
| Project Start up | Mobilization of the project members on both on Bank of Africa and Vendor side |
| Baseline of the Hosted Technology Services | Configuration of the Hosted Technology service design to meet Bank of Africa’s needs |
| Deployment of Application Environments | Deployment of the infrastructure that supports the agreed service design |
| Roll out of the Hosted Technology | Roll out of the Hosted Technology as agreed by the Parties during baselining of Hosted Technology Services |
| Testing of Hosted Technology | Testing of Hosted Technology to ensure that the Hosted Technology comply with the agreed configuration |
| Go live | Preparation for Bank of Africa’s production use of the Hosted Technology |
| Hyper Care | Extended supported by the Implementation/Onboarding team after go-live |

## Roles and Responsibilities during Implementation/Onboarding

During the Implementation/Onboarding Project the Parties have agreed to the following overall roles and responsibilities.

|  |  |
| --- | --- |
| Function | Responsibilities |
| Hosted Technology Project Manager | Responsible for the Implementation/Onboarding Project ensuring that the project is delivered in accordance with the agreed project plan |
| Bank of Africa Project Manager | Overseeing that the activities that Bank of Africa is responsible for are delivered in accordance with the agreed project plan. |
| Hosted Technology Operation and Transition | Global CorpFin function responsible for implementation/onboarding Bank of Africa onto the Hosted Technology and preparing Bank of Africa for  go-live.  Responsible for the Hosted Technology after the Service Commencement Date. |
| Vendor Technical Lead | Ensures the technical solution and streams holistically sits together.  The technical leads are dedicated to projects |

|  |  |
| --- | --- |
| Vendor Stream Leads | Subject matter experts within each of the services areas. A Stream Lead can cover more than one service area. |
| Hosted Technology DevOps | Responsible for the deployment of code and configuration of the web portal. |

Each of the following sections include specific roles and responsibilities for Vendor and Bank of Africa respectively.

## Support during the Implementation/Onboarding Project

During the Implementation/Onboarding Project, CorpFin will provide support to the implementation team and Bank of Africa for problems related to the Platform. Support will generally be available during Hours of Support but occasionally and with sufficient notice, support can be made available outside Hours of Support on a limited basis to support certain critical project activities.

Bank of Africa recognizes that not all maintenance and implementation activities can be performed outside of Hours of Support and some downtime of environments will be required during this period to support implementation/onboarding activities. Vendor will make reasonable efforts to minimize downtime and will provide sufficient notice of any significant downtime.

While there are no formal service level agreements in place during the Implementation/Onboarding Project, Vendor will use reasonable efforts to provide a stable platform to support project activities. Bank of Africa recognizes that there may be occasional incidents and downtime of environments since project work will be performed in development environments.

## CorpFin Obligations: Prepare support function and tools

The Hosted Technology operations teams will prepare a mechanism of alerting and response.

## CorpFin Obligations: Screen Hosted Technology tickets

The Hosted Technology operations teams will handle screening. There are no SLAs in the transition phase, but Severity 1 type tickets will be handled immediately as well as access requests.

## CorpFin Obligations: Deliver Hosted Technology support

Tickets will only come from Bank of Africa asking for support from the examples below:

* + - * Incidents & problems
      * Test deviations
      * Access requests
      * Interface support
      * Port openings
      * Firewall changes
      * Other

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Bank of Africa Technology will work in good faith and collaborate with CorpFin.

## Project Startup Purpose

The purpose of the project start up is to ensure that both Bank of Africa and Vendor are aligned on the activities that will be performed during the Implementation/Onboarding Project.

## CorpFin Obligations: Mobilize support and tools

The Hosted Technology Project Manager will ensure the following Bank of Africa structure is in place:

* + - * Definitive Media Library (DML)
      * Configuration Management System (CMS)
      * Communication channel (E-mail and ticket system)

## CorpFin Obligations: Project plan and charter

The Hosted Technology Project Manager will create a project plan with milestones, project charter and acceptance criteria in accordance with this Exhibit.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Reviewing and approving the project charter and project plan
      * Ensuring that internal resources are available as set out in the project charter and project plan

## CorpFin Obligations: Kick-off session

The Hosted Technology Project Manager plans a kick-off workshop with Bank of Africa and the relevant Stream Leads.

The kick-off workshop will include a walkthrough of the following topics.

|  |  |  |
| --- | --- | --- |
| **Topic** | **Content** | **Bank of Africa engagement** |
| Contract | Governance model Delivery & approval Pricing, SLAs and service credits,  Scope and goals  Roles and responsibilities Change management Communications and reporting | All interested parties |
| Introduction to the operational framework | Visio walkthrough of operational services | All interested parties |
| (Services that underpins the core Hosted Technology services such as service desk) |
| Change Management | Introduction to change | Operations |
| management, |  |
| daily operations, | Application owner |
| Bank of Africa |  |
| responsibilities in |  |
| implementation/onboarding |  |

|  |  |  |
| --- | --- | --- |
| Access Management | Introduction to access management,  daily operations, Bank of Africa responsibilities in implementation/onboarding | Operations Application owner |
| Service Desk | Introduction to service desk, daily operations, Bank of Africa responsibilities in implementation/onboarding | Operations Application owner |
| Infrastructure Management | Introduction to infrastructure management, daily operations,  Bank of Africa responsibilities in  implementation/onboarding | Database Administrator Application owner Networking architect |
| Batch processing management | Introduction to batch processing management, daily operations, Bank of Africa responsibilities in implementation/onboarding | Batch manager Application owner Business representative Platform Management team |
| Platform and environment Management | Introduction to platform & environment management, daily operations, Bank of Africa responsibilities in implementation/onboarding | Networking Architect Application owner Platform Management team |
| Preventive Maintenance management | Introduction to preventive maintenance management, daily operations,  Bank of Africa responsibilities in implementation/onboarding | Application owner Platform Management team |

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Appointing Stream Leads
      * Participation in workshops

## Baseline of the Hosted Technology Services Purpose

The purpose of this phase is ensuring that the Hosted Technology services are configured to meet Bank of Africa´s business needs.

To that effect Vendor will walk through its service design, which provides Bank of Africa with context of the standard Hosted Technology Service.

For each of the service areas that are covered by the service design Bank of Africa and Vendor will jointly configure the service design to meet the business needs of Bank of Africa.

Once both Parties agree to the Vendor’s Hosted Technology service design documents, and the documents are signed, the project will progress to the next phase.

## CorpFin Obligations: Conduct operational design workshops with Bank of Africa Purpose

The purpose of the operational design workshops is for Bank of Africa and Vendor to configure the operational framework for the operational services that have direct touchpoints to Bank of Africa end users.

## Content

The following workshops will be held to collect the following information:

|  |  |
| --- | --- |
| **Service Area** | **Details** |
| Service Desk/Platform Management | Single Point of Contact (SPOC)  Ticket handling (classes, prioritization, change categories) Incident & problem management process  Request fulfilment process  Major incident policy  Escalations Maintenance  Responsibility, Accountability, Consulting and Information (RACI)  Establishing the KPI framework as per Exhibit D  Monitoring requirements during the Implementation/Onboarding project |
| Access Management | Access managers Access process Citrix Access  Access Certifications Active Directories (ADs)  Responsibility, Accountability, Consulting and Information (RACI)  Password policies Logging & tracking Access controls User change alerts  Contract user changes  SaaS access (access details in the Access Management Design Document) Responsibility, Accountability, Consulting and Information (RACI)  Single Sign On (SSO) and Security Assertion Markup Language (SAML) |

|  |  |
| --- | --- |
| Change Management | Change Advisory Board (CAB) governance and structure  Change process  Change categorization and list Emergency Change Advisory |

|  |  |
| --- | --- |
|  | Board (ECAB) governance and structure |

The operational design workshop will build on the work that was started in the initial kick off workshop. Depending on Bank of Africa, many smaller workshops or touch points can be held after the meeting to agree to a common design.

Vendor’s Hosted Technology Technical Lead will be onsite at Bank of Africa for this process unless restrictions apply at Bank of Africa’s site.

The result of the operational design workshop will be documented in Bank of Africa specific configuration of the Service Desk, Access Management and Change Management service design documents

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* Participation with relevant Stream Leads
* Obtaining internal mandate for design decisions
* Sign off on final Service Desk, Access Management and Change Management service design documents
* Ticket logging

## CorpFin Obligations: Conduct functional design workshop Purpose

The purpose of the functional design workshops is for Bank of Africa and Vendor to define the technical configuration of the Hosted Technology Services that have direct connection to Bank of Africa’s technical set up.

## Content

The following workshops will be held to collect the following information:

|  |  |
| --- | --- |
| **Service** | **Details** |

|  |  |
| --- | --- |
| Platform and Environment | Platform Segregation SMTP DML  Software Application services Patching  Upgrades Copying Refreshes Interfaces Data  transfer |

|  |  |
| --- | --- |
| Infrastructure Management | Data centers Connectivity Platform  High availability Disaster recovery Backup and restore  Business continuity planning |
| Preventive Maintenance | Cleanup of files system |
| Management | Cleanup of CorpFin Dimension |
|  | Compliance and Vulnerability |
|  | issues |
|  | Preventive measures |
| Batch Processing Management | Batch flow Batch managers, Run book design  Exception cases and rules Access requirements Scheduling  Service requests |

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Participation with relevant Stream Leads
      * Obtaining internal mandate for design decisions
      * Develop SFTP logic within its own datacenter
      * Sign off on final for Platform and Environment Management, Infrastructure Management, Preventive Management and Batch Processing Management service design documents

## CorpFin Obligations: Technical baseline Purpose

Before Hosted Technology DevOps team can deploy the infrastructure, Vendor will need to collect technical information and capture on-Premise performance KPIs.

## CorpFin Obligations: Prepare infrastructure specifications

Before the Hosted Technology DevOps team can deploy the infrastructure, the Hosted Technology Technical Lead will need to prepare:

* + - * Verification of Bank of Africa access requirements are in line with the Hosted Technology Services
      * Prepare hardware specifications
      * Prepare port openings
      * Prepare CTS specs
      * Prepare server template specifications
      * Prepare connectivity requirements
      * Prepare encryption and certification requirements
      * Prepare Bank of Africa specific agents to be installed as per the agreed design documents

## CorpFin Obligations: Investigate deviations from standard service

If any deviations have been identified and agreed to, DevOps might need to be involved for developing a solution. This could include certain interfaces and encryption type.

## Bank of Africa Obligation

Bank of Africa will be responsible for:

* + - * Notifying Vendor in writing within a reasonable timeframe after Vendor has presented a final consolidated version of the service design documentation if there are comments or adjustments to the service design documentation.

## CorpFin Obligations: Deployment of Application Environments

**Purpose**

The purpose of this phase is the technical deployment of the agreed scope in the service design documents of foundational components e.g., connectivity between Data Centers. The outcome of this stage is a standardized implemented CorpFin Dimension environment including all foundational elements.

## CorpFin Obligations: Set up infrastructure code

Once the design phase is completed, infrastructure will progressively in accordance with the agreed deployment plan be deployed and verified that it is set up according to design.

## CorpFin Obligations: Deploy infrastructure

The Hosted Technology DevOps team will deploy the Application Environments according to Hosted Technology design and the inventory file.

The Application Environments will be deployed in accordance with the deployment plan as set out in Exhibit B hereto.

## CorpFin Obligations: Set up CorpFin Dimension

As part of the deployment Vendor is deploying the Application Environments.

In connection with the deployment Vendor will perform the following activities:

|  |  |
| --- | --- |
| **Activities** | **Details** |
| Establish SSO and user training | Jointly establish SSO and provide user training to access the environments they have been granted access for. |
| Verification of data files | The Hosted Technology staff will need to ensure that it follows basic Hosted Technology design standards in relation to the file system and CorpFin Dimension configuration settings. |

## Bank of Africa Obligation

Bank of Africa will be responsible for:

* + - * Prepare connectivity for upstream / downstream interfaces
      * VPN/MPLS/Whitelisting IP addresses
      * Set up Identity Provider (IDP) for SSO
      * Test user log-on
      * Collecting the current production files and share them with CorpFin
      * Participate in user training

## CorpFin Obligations: Roll out of service design

**Purpose**

The purpose of this phase is rolling out of the agreed service design and prepare Bank of Africa for the testing phase.

## CorpFin Obligations: The Hosted Technology services rollout

Once Application Environments are available Vendor will begin the building and rolling out the agreed service design.

|  |  |
| --- | --- |
| **Services** | **Content** |
| Database management | Database configuration |
| Platform and | Service platform |
| environment | Segregation Refresh |
| management | automation |
|  | Integrations |
| Batch processing management | Runbooks Scheduler Alerting |
| Preventive maintenance management | Cleanup file system Cleanup batch jobs |
| Preventive rollout |
| Vulnerability  Management |
| Service desk | Ticket system |
| Access management | Supervisor Antarcticage User alerts  AD mapping |
| Monitoring and reporting | Full monitoring package rollout Performance monitoring |
| Infrastructure Management | DR test  Backup and restore test System performance test High Availability (HA)  test |

Once the Hosted Technology services are rolled out on all platforms and environments Bank of Africa can begin the UAT testing.

## Testing

* + 1. **CorpFin Obligations: UAT Training**

Before Bank of Africa begins its UAT, the Vendor SaaS Project Manager will facilitate a workshop. This workshop will run through the following topics in a post go-live testing scenario:

* + - * Conduct UAT Training and preparation
      * Provide training for Cloud dashboard and support portal
      * Start change freeze
      * Access and environment management
      * Preventive maintenance
      * Service desk - ticket system
      * Batch processing management
      * BCP test (hereunder testing of DR process)

## Initiate UAT testing

Bank of Africa will begin testing of all functional and technical components as per the agreed design documents. Any changes required during UAT will be assessed and agreed between the parties.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Conduct UAT without undue delay after Vendor has made the functional or technical area ready for testing
      * Capture the on-Premise Performance KPIs and compare the results with SaaS UAT environment
      * Approving the results of the final UAT.

## CorpFin Obligations: Go live

Once UAT has been conducted and all agreed issues resolved the go live preparations can commence.

## CorpFin Obligations: Prepare the Hosted Technology Operations for go live

The Hosted Technology Operations will need to prepare for operation by

* + - * Finalizing operational controls
      * Prepare the privileged access management (PAM) tool to restrict and prepare recording of access to Bank of Africa
      * Finalize CMS/DML for production
      * Finalize all passwords in vault
      * Prepare operational websites for Bank of Africa info for the staff (20 operational subsites)
      * Prepare Cloud portal
      * Prepare SLA baseline prepare contract obligation in contract management tool
      * Parallel Testing with the current on-Premise Production, the parties will mutually agree upon the duration of the parallel testing.

## CorpFin Obligations: Plan Go Live

A meeting will be held to prepare responsibilities for the upcoming go-live.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Allocating resources for the go live weekend

## CorpFin Obligations: Conduct data migration

During the initial kick off meetings Bank of Africa and Vendor will define who is best suited to conduct data migration. The plan will include controls on completeness, accuracy, and timeliness of data.

## Bank of Africa Obligations

Bank of Africa will be responsible for:

* + - * Participate in data migration (data and the database jobs provided to CorpFin) as agreed between the Parties
      * Participate in go-live workshops
      * Participate in go-live weekend
      * Run sanity checks as agreed by the Parties

## CorpFin Obligations: Early Care

For a period of 2 weeks after the Service Commencement Date, Vendor will deploy early care with an operational manager for daily meetings and ticket escalation. The time period can be extended as mutually agreed upon by the parties.

## Exhibit D

**Service Level Agreement (SLAs)**

1. Introduction

This Exhibit (this “SLA”) sets out the agreed Service Levels in relation to Hosted Technology Services .

The Service Levels herein shall take effect from the Service Commencement Date. Vendor’s Service Levels are subject to the following:

1. Bank of Africa notifying Vendor of the error via the CorpFin Support Web, or Vendor otherwise becoming aware or the error through monitoring;
2. Such notification is not deemed to occur until Bank of Africa has provided Vendor with sufficient information to enable Vendor to replicate the Error;
3. Bank of Africa permits Vendor telephone access to suitably qualified Bank of Africa Personnel (such as but not limited to the system administrator) during the resolution period in order to assist Vendor’s endeavors to remedy the Error; and
4. Bank of Africa permitting Vendor to establish access to the System for the CorpFin staff for the purpose of diagnosing the Hosted Technology incidents.
5. Availability
   1. Availability as set out in this Exhibit shall be measured for the CorpFin Dimension Production Environment.
   2. CorpFin agrees to make the CorpFin Dimension Production Environment available a minimum of ninety- nine-point seven five percent (99.75%) during each Measurement Period (“SCD Agreed Availability Service Level”).
   3. The availability (“Availability”) of the Hosted Technology Services in each Measurement Period shall be determined as follows:

x= (𝑛−𝑦) 𝑥 100%

𝑛

Where x = Availability percentage, n = total number of minutes during a Measurement Period during Hours of Operations, y = Downtime expressed in minutes

“Downtime” is defined as the period of time during which the Production Environment is inaccessible.

“Measurement Period” is defined as one calendar month.

Specifically excluded from “n” and “y” are:

* Scheduled Maintenance as defined in section 3.2 below (planned downtime)
* The following shall be deemed excused performance (“Excused Performance”):
  + Downtime caused by or resulting from Bank of Africa’s failure to comply with the Agreement
  + Event of force majeure
  + Bug in CorpFin’s third party software with no available patch
  + Downtime caused by excess use by Bank of Africa concerning the Business Assumptions

1. Maintenance of Hosted Technology Services
   1. Provision of Vendor’s Hosted Technology Services may require Vendor to shut down the Hosted Technology or portions thereof during maintenance windows for the performance of maintenance work, including, without limitation, taking down servers. The maintenance work to be carried out by Vendor may be in the form of scheduled maintenance as further described below (“Scheduled Maintenance”) or emergency maintenance as further described below (“Emergency Maintenance”). For the avoidance of

doubt, “Downtime” only includes Emergency Maintenance.

* 1. Scheduled Maintenance
     1. Except in the event of emergency that requires taking the Hosted Technology down, Vendor will notify Bank of Africa no less than five (5) Business Days in advance of Scheduled Maintenance to Bank of Africa’s designated contact. Vendor will use commercially reasonable efforts to give notice prior to Scheduled Maintenance outside of Hours of Support.
     2. Vendor will include in the Scheduled Maintenance notifications a description of: (i) length of impact time (expected start time and end time), (ii) cause or reason maintenance is required, (iii) description of expected impact on the Hosted Technology Services.
     3. Bank of Africa and Vendor will once annually agree in advance on a calendar for Scheduled Maintenance for the coming calendar year. Scheduled Maintenance windows will be placed outside of Hours of Support.
     4. When reasonably possible all Scheduled Maintenance will be limited to the times specified above. Regularly Scheduled Maintenance occurs once per quarter.
  2. Emergency Maintenance
     1. Emergency Maintenance will be communicated, as soon as reasonably practicable and no later than one hour, to Bank of Africa by the Emergency Advisory Board via an agreed upon communication style (phone, email, etc.)
     2. Emergency Maintenance shall refer to efforts to correct availability problems which are likely to cause an outage and which require immediate correction.
     3. Emergency Maintenance, while being conducted, may degrade the quality of the performance of the provided services, and may include an outage.

1. Disaster Recovery
   1. Recovery Point Objective

In the event of a failure in the IT infrastructure for which Vendor is responsible as set out in the Agreement, resulting in restoration of data, the recovery point objective will be a maximum of 15 minutes. That is, data will be restored as close to the point of failure as possible, with a maximum data loss potential of 15 minutes.

* 1. Recovery Time Objective

In the event of a failure in the IT infrastructure for which Vendor is responsible as set out in the Agreement, normal operations will be possible within a maximum of 4 hours.

1. Service Credits
   1. In the event Vendor fails to achieve the Agreed Availability Service Level, Bank of Africa shall be entitled to a Service Credit as follows:

For each whole 0.1% the actual Availability percentage is under the Agreed Availability Service Level, Bank of Africa will be entitled to a Service Credit of USD 1,000.

The total aggregate Service Credits for any given Measurement Period for the CorpFin Dimension Production Environment shall be limited to USD 10,000.

* 1. Notwithstanding the foregoing, the Service Credits set out in this Section during a period of three (3) months after the Service Commencement Date shall be limited to 50% of the service credits (i.e., the first month in which full Service Credits may accrue is the fourth month following such acceptance).
  2. The Service Credits will be calculated by Vendor and notified to Bank of Africa in the SLA Report. Bank of Africa shall notify Vendor in writing within eight (8) weeks after receiving the SLA Report of any dispute over the Service Credit calculation. After such time, the Service Credit calculation shall be deemed to have been accepted by Bank of Africa. Service Credits shall be Bank of Africa’s sole and exclusive remedy for breach of the Agreed Availability Service Levels.
  3. If Vendor during three (3) consecutive Measurement Periods is required to pay-out the total amount of Service Credits for each of such Measurement Periods, this shall constitute a breach by Vendor of a material obligation (under Section XI.B) provided, however, that prior to Bank of Africa claiming breach under this Section the Parties shall meet in good faith and Bank of Africa shall reasonably demonstrate that Vendor’s failure to meet Availability has had a material impact on Bank of Africa.

1. Service Reporting

Vendor will deliver a monthly SLA report to Bank of Africa in accordance with the principles agreed during the Implementation/Onboarding Services.

1. Incident Management
   1. Bank of Africa is responsible for initially defining the Severity of the incident. For the purpose of incident management, the following Severity Levels definitions shall apply:

|  |  |
| --- | --- |
| Severity levels | Description |
| Severity 1 Critical (Major Incident) | A critical incident is one that requires immediate attention and has a substantial impact on business operations. Examples of critical incidents include, but are not limited to:   * Inaccessibility of the system. * Security breach. * Customer data loss or corruption. * Disconnection of Critical integrations. * Severe degradation in the overall system performance. * Severe delays of processing which will affect significant regulatory compliance obligations. * Prolonged inability to execute business- critical tasks. * Market settlements |
| Severity 2 High | A high-impact incident, while significant, allows the organization to continue its operations, albeit with some limitations. Examples of high-impact incidents include:   * Partial service disruption affecting a limited portion of the system or users. * Sluggish System performance for a limited portion of the system or users. * Disconnection of integrations with low impact * Processing delays |

|  |  |
| --- | --- |
| Severity 3 Medium | A medium incident represents a situation that, while concerning, does not pose an immediate threat to business operations or overall system stability.  It is typically characterized by issues that can be addressed without significant disruption to normal business activities. Examples of Sev 3 incidents include:   * Single user issues * Isolated application crash |
| Severity 4 Low | A low incident represents minimal impact on business operations. Examples of Low incidents include:   * Low impact performance lag * Missing help text * Cosmetic design |

* 1. Response Time
     1. Vendor will respond to an incident in a timely fashion and within the following response time (“Response Times”):

|  |  |
| --- | --- |
| Severity level | Response Times |
| Severity 1 | 15 minutes |
| Severity 2 | 1 hour during Hours of Support |
| Severity 3 | 1 Business Day |
| Severity 4 | 5 Business Days |

* + 1. During a Response Time, Vendor to (i) classify the problem or incident according to its severity and nature, (ii) appoint trained personnel to acknowledge the ticket from Bank of Africa by telephone/CorpFin Support Web, (iii) open a support ticket and (iv) commence a technical assessment of the problem.
    2. Response Time shall commence upon receipt of notification of an incident from Bank of Africa.
    3. All notifications made outside Hours of Support (except for Severity 1) will be responded to within the Hours of Support on the next Business Day.
  1. Resolution Time
     1. In the event Vendor discovers or is notified by Bank of Africa of the existence of an incident, Vendor will take actions reasonably necessary to determine the source of the incident.
     2. If the problem is caused by an Excused Performance event, then Vendor will use all reasonable efforts to notify the Party responsible and cooperate with such Party to resolve the problem as soon as reasonably possible.
     3. If the source of the incident is within Vendor’s Hosted Technology obligation, then Vendor will resolve the problem as expeditiously as practicable within the following resolution times:

Bank of Africa Document ID: NY222079 Bank of Africa Master Agreement ID: 264410

|  |  |
| --- | --- |
| Severity level | Hosted Technology incidents |
| Severity 1 | Resolution time of 4 hours (24 x 7) |
| Severity 2 | Resolution time of 8 hours during Business Days |
| Severity 3 | Resolution time of 5 Business Days |
| Severity 4 | Resolution time of 10 Business Days |

* + 1. If a permanent resolution to an incident cannot be found, Vendor may provide a temporary resolution (bypass and recovery) which will be followed by a permanent resolution as soon as reasonably practicable thereafter.
    2. If Vendor during three (3) consecutive Measurement Periods don’t meet the Resolution Times for Severity 1 (as stated above) for each of such Measurement Periods, this shall constitute a breach by Vendor of a material obligation (under Section XI.B) provided, however, that prior to Bank of Africa claiming breach under this Section the Parties shall meet in good faith and Bank of Africa shall reasonably demonstrate that Vendor’s failure to meet the Resolution Times for Severity 1 has had a material impact on Bank of Africa.
    3. In the event Vendor fails to resolve a Severity 1 within the Resolution Times (as stated above), Bank of Africa shall be entitled to a Service Credit as follows:
       1. For each unresolved Severity 1 within the Resolution Times, Bank of Africa will be entitled to a Service Credit of USD 2,500.
       2. The total aggregate Service Credits for any given Measurement Period for breach of Severity 1 Resolution Times, shall be limited to USD 10,000.

# Performance KPIs

* + 1. The Parties have agreed that Vendor for a period of 3 consecutive months during the Implementation/Onboarding Services (“Baseline Period”) will measure run time for the selected key performance indicators (“KPIs”) that are set out in Appendix A to this Exhibit D. For the avoidance of doubt, these run time measurements will take place on Bank of Africa’s existing System platform. If there is material regression or degradation on System performance before go-live, Vendor shall remediate such issues within thirty (30) days unless otherwise agreed. If go-live is delayed more than six (6) months from March 31, 2025, due to material regression or degradation on System performance, Bank of Africa may terminate the HTS Schedule without any refund of the Implementation/Onboarding fees. In such case the Customer shall continue to use the Application Software under the Software and Maintenance Schedule.
    2. The run-time measurements determined in section 8.1.1 will be used by Vendor to assess whether performance of the selected System functionality is in line with other comparable Vendor customers. Where improvements can be made in the context of the migration to the Hosted Technology and the Hosted Technology Services, Vendor will provide detailed recommendations to Bank of Africa and the Parties will agree an associated action plan. For the avoidance of doubt, as a minimum, both Parties agree that there shall be no regression or degradation on current System performance.
    3. The baseline measurements will be re-assessed in Bank of Africa’s existing System platform approximately one month before Service Commencement Date. The run-time measurements will be adjusted based on any changes from the initial assessment as set out in 8.1.1.
  1. Setting the baseline performance

The SMEs from both organizations shall in good faith agree upon:

* The implementation design for each KPI
* The period over which it is necessary to run each individual KPI in order to have a reliable benchmark
* The frequency each KPI implementation should be run
* The time of day each KPI should be run
* Documenting the relevant data, workflow and configuration elements that were in place during the Baseline Period. The baseline may need to be reset over time to reflect changes to Bank of Africa workflow, configuration, or the amount of data processed.
* Changing the implementation design if system changes/enhancements either make this necessary or more practical.
  1. Monthly reporting
     1. Vendor shall in the monthly service reporting report on the KPIs using the Red, Amber and Green (“RAG”) categorization as set out in Appendix A to this Exhibit D.
     2. If the monthly reporting shows one or more Red KPI(s), the Bank of Africa shall be entitled to enter a Severity 3 error.
     3. If the monthly reporting for two (2) consecutive months shows one or more Red KPI(s), the Bank of Africa shall be entitled to enter a Severity 2 error.

# Appendix A to Exhibit D

The specific KPIs will be established during Implementation/Onboarding Services. The Parties will mutually agree to a set of approximately 10-15 KPIs that are representative in assessing the ongoing performance of the Hosted Technology Services. The KPIs and the baseline measurements will be documented during Implementation/Onboarding Services within the service design documentation.

The following table provides an example of the KPI structure. For the avoidance of doubt these are only examples and are not the actual KPIs that will be measured.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| KPI  no. | Functionality | Description | Measure | Parameters to include | Suggested Bands |
| 1 | SCD log-on times | Measure how long it takes for SCD to open after the login information is given | Seconds | TBD | Green: Amber: Red: |
| 2 | Batch Job Groups – Execution Time | [Batch Job Group XXX\_XX] Creation of all BO-transactions for Equity and Bonds. | TBD | TBD | Green: Amber: Red: |
| 3 | Batch Job Groups – Execution Time | [Batch Job Group XXX\_XX] Performance Calculation and Measurements | TBD | TBD | Green: Amber: Red: |
| 4 | Batch Job Groups – Execution Time | [Batch Job Group XXX\_XX] General Reconciliation | TBD | TBD | Green: Amber: Red: |
| 5 | Forms – time to open | Open C-sharp forms in Asset Manager | TBD | TBD | Green: Amber: Red: |

**Exhibit E**

**Test and Acceptance Procedure**

1. **Introduction**

This Exhibit contains the agreed Test and Acceptance Procedures in relation to the Hosted Technology and the Hosted Technology Services.

# Scope

* 1. This Exhibit applies to any subsequent Deliverable prepared in connection with the HTS Schedule.
  2. The scope of any Deliverable to be provided by Vendor to Bank of Africa hereunder shall be described in the applicable amendment.
  3. Subject to Section 6, the test and acceptance procedures in this Schedule shall not apply to any Update that are implemented by Vendor into the Hosted Technology for Bank of Africa, and Vendor’s sole obligation regarding standard updates and standard upgrades shall be to maintain the Hosted Technology, as modified by such Updates, in accordance with the terms and conditions of the Agreement and the HTS Schedule.

# Delivery and Testing

* 1. After producing the Deliverables (or upon achieving each milestone for the Deliverables, if applicable), Vendor shall notify Bank of Africa of the Delivery thereof.
  2. Bank of Africa shall have the opportunity to review and test such Deliverables during the agreed acceptance testing period, and it shall furnish notice to Vendor within thirty (30) Business Days after notification if it discovers any Deliverables’ Non- Conformity. If no Non-Conformity notice is given, then the Deliverables will be deemed accepted thirty (30) Business Days after notification, unless agreed otherwise between the Parties.
  3. Vendor shall promptly (but in any event within thirty (30) Business Days) correct any such Deliverables Non-Conformity and notify Bank of Africa upon the subsequent Delivery of such Deliverables, upon which Bank of Africa shall have the opportunity to review and test again pursuant to section 3.2.
  4. Acceptance by Bank of Africa of the Deliverables shall be deemed to have been provided upon any of the following events:

(a) acknowledgement by Bank of Africa of its acceptance of such Deliverables in writing or via email (from an authorized email address identified by Bank of Africa); (b) Bank of Africa’s failure to report any Deliverables Non-Conformity to Vendor within thirty

(30) Business Days of Delivery of the Deliverable; or (c) Bank of Africa commencing use of the Deliverable for production.

* 1. If Vendor is unable to correct the noted non-conformities during the Implementation/Onboarding Services after going through the process as described in Section 3.2., 3.3 and 3.4 above three (3) times, Bank of Africa may; (i) terminate the applicable Hosted Technology Schedule and any interdependent Transaction Document; or (ii) by written notice, extend the Acceptance Period or permit additional iterations of review of corrected Deliverable related to the Hosted Technology and Hosted Technology Services; For the avoidance of doubt, such termination shall not affect the agreement for the Software and Maintenance Services Schedule.

# Additional Considerations for Implementation/Onboarding Services

During the transition period, the following additional test and acceptance criteria shall apply:

* 1. The Hosted Technology and Hosted Technology Services shall be deemed a Deliverable, and the services obligations attached as Exhibit A (Services Description) shall be deemed the Deliverables specification for such Deliverable.
  2. The provision by Vendor to Bank of Africa of login access credentials to a production-ready version of the Hosted Technology shall constitute “Delivery” of Hosted Technology and the Hosted Technology Services, provided that Vendor shall inform Bank of Africa that such login access credentials constitute “Delivery.”
  3. Bank of Africa shall test and accept Hosted Technology in accordance with Section 3 above.

# Updates

Except for Updates that Vendor agrees to make available in accordance with the principles set out in Section IX (Maintenance Services) of the General Terms, Vendor shall have no obligation to implement any standard update or standard upgrade into Hosted Technology for Bank of Africa, unless such standard update or standard upgrade relates to the functional scope of Bank of Africa.

Bank of Africa may, in its sole discretion, develop and implement standard updates and standard upgrades into the Hosted Technology for Bank of Africa at any time at Bank of Africa’s own expense.

Bank of Africa may request any additional update or upgrades be deployed as part of the Hosted Technology from Vendor pursuant to the Change Management Procedures.

In the event that a Deliverables specification for additional update or upgrade for Bank of Africa is finalized via the Change Management Procedures, Vendor shall prepare those Deliverables in accordance with the Deliverables specification and the process described in Section 3 above.

# Bank of Africa Validation and Test

Unless Bank of Africa has procured Vendor’s Continuous Testing Services, Bank of Africa will, subsequent to any upgrade or patch, be responsible for validation and test.

The purpose of validation and test is for Bank of Africa to test and validate that the new or changed CorpFin Dimension version can support the Bank of Africa's business processing requirements.

Bank of Africa will be responsible for:

1. Analysis and documentation of business critical workflows
2. Test case management and execution
3. Test result analysis
4. Identify and document Bank of Africa's business critical workflows
5. Test case creation
6. Test case in respect of Bank of Africa business workflows execution

If Bank of Africa has procured the Vendor’s Continuous Testing Services, then Bank of Africa’s obligations will be defined in Exhibit A Section 5.

# Exhibit F Exit Obligations

* 1. **Introduction**

This Exhibit contains the agreed Termination Assistance Service in relation to the Hosted Technology and the Hosted Technology Services.

# Definitions

* + 1. Unless otherwise defined in this Exhibit, the capitalized terms used herein have the meaning given to them in the Agreement.
       1. **“Replacement Services”** means any or all of the following: (i) services to replace the services or any part of the services provided by Vendor.
       2. **“Successor Provider”** means a software successor provider, a solutions successor provider and/or to the Customer itself.
       3. **“Termination Assistance Period”** means the period of time to be agreed upon by the Parties in the exit/transition plan, but not to exceed the 24 months established in section F.c of the HTS Schedule.

# Termination Assistance Services

* + 1. Vendor will provide all assistance reasonably requested by Bank of Africa to facilitate an orderly transition from the Hosted Technology and the Hosted Technology Services to Replacement Services and a Successor Provider or if the Customer decided to bring this back on-Premise or in-license.
    2. If Bank of Africa terminates this HTS Schedule in accordance with the Agreement, then the Subscription based Licenses will still apply as an on-Premise solution governed by the terms and conditions within the SOFTWARE AND MAINTENANCE SERVICES SCHEDULE.
    3. Vendor’s Termination Assistance Service includes (i) assisting with preparing and planning for transition, timely execution of the transition plans and post-transition support and assistance; (ii) continuing to provide the Hosted Technology and the Hosted Technology Services in accordance with the terms and conditions of the Agreement; and (iii) performing Termination Assistance Services so as to minimize disruption in the operations of Bank of Africa.
    4. The services described in this Exhibit are provided to Bank of Africa on a time and material basis and will be charged for in accordance with Vendor’s discounted Bank of Africa rates.

# Preparation for Transition; Development of Transition Plan

* + 1. At Bank of Africa’s request, Vendor will assist Bank of Africa and the Successor Provider in preparing for a transition to Replacement Services and in the development of a plan to achieve such a transition.
    2. Vendor will provide Bank of Africa and the Successor Provider with requested information, analysis and reports relating to the Hosted Technology and the Hosted Technology Services to facilitate Bank of Africa’s and Successor Provider’s planning for a transition to the Successor Provider.
    3. Vendor will assist in development of a transition plan of the Hosted Technology and the Hosted Technology Services, including planning the processes, timing, testing and cutover rehearsals, and the timeline, resource commitments and estimated costs from Vendor.

# Termination Assistance Management

* + 1. Bank of Africa must provide a notice as defined in the Agreement to Vendor that describes Bank of Africa’s request for the Termination Assistance Services required by Bank of Africa.
    2. Vendor and Bank of Africa will each assemble a transition management team.
    3. Vendor’s transition management team will perform a complete assessment of the documentation, lists, instructions, specifications and other informational materials required to be delivered under this Exhibit.
    4. This assessment, together with such documentation, lists, instructions, specifications and other informational materials and any resulting updates, will be delivered to Bank of Africa.

# General Assistance to Successor Provider

1. The Termination Assistance Services will include providing the following to the Successor Provider:
   1. Provide assistance and information regarding CorpFin Dimension interfaces, and assist the Successor Provider in establishing interfaces.
   2. Providing information and documentation necessary to effect an orderly transition of Hosted Technology and Hosted Technology Services and/or required by Successor Provider to manage the transition of Hosted Technology and Hosted Technology Services, including Vendor’s back-up tapes (to the extent applicable to Bank of Africa), disaster recovery plans, Bank of Africa Data, equipment, asset inventories, Bank of Africa configuration information and all other technical information related to the Hosted Technology and the Hosted Technology Services being transitioned to Successor Provider.
   3. Performing all of Vendor’s responsibilities under the transition plan within the timeframes described and mutually agreed to by the Parties in the transition plan.

# Transfer of Information/Processes

* + 1. Vendor will provide all reasonable assistance required for the transfer to the Successor Provider information/processes to which Bank of Africa is entitled under the terms of the Agreement.
    2. Such assistance comprises the following:
       1. Providing asset listings for equipment, data subscriptions and CTS owned or licensed by Vendor and/or its subcontractors related to the Hosted Technology and/or Hosted Technology Services.
       2. Working with the Successor Provider to minimize any potential termination fees, costs or taxes that might be incurred as a result of any transfers.
       3. Performing reasonable administrative functions required to effect assignments, which are required by Successor Provider to perform the services, and to which Bank of Africa is entitled under the Agreement.
       4. If applicable and to the extent possible, Vendor will assign or transfer to Bank of Africa or Successor Provider all warranties and other third party warranties on equipment conveyed to Bank of Africa or its designee.

# Operational Transfer

* + 1. Each Party will perform all activities described in this Exhibit that are reasonably required to effect a smooth transition of operational responsibility for the Hosted Technology and Hosted Technology Services. This will include Vendor providing to the Successor Provider the items described below and completing the tasks described below:
       1. Halting development and implementation of changes unless otherwise requested by Bank of Africa, except for maintenance necessary to address Severity Level 1 or Severity Level 2 processing problems, or to implement regulatory changes required under the Agreement.
       2. Providing reasonable assistance to Successor Provider in notifying third parties of procedures to be followed during the Termination Assistance Period.
       3. Providing available backup copies of Bank of Africa’s data as requested by Bank of Africa.
       4. Providing interim, incremental, differential, subsets and other copies of Bank of Africa Data, as reasonably requested by Bank of Africa.
       5. To the extent allowable, providing copies of all relevant equipment leases, third party contracts and warranty information related to the provision of the services.
       6. Documenting and delivering data and databases specific to the operation of the Hosted Technology and/or the Hosted Technology Services.

# Bank of Africa Responsibilities

* + 1. **During the Termination Assistance Period, Bank of Africa will provide to Vendor the transition assistance described below:**
       1. Identify an individual to be the central point of contact between Bank of Africa and Vendor during the Termination Assistance Period.
       2. Make available to Vendor, as reasonably requested by Vendor, management decisions, personnel information, approvals and acceptances, and any other information necessary for Vendor to properly assist in the transition.
       3. Cooperate with Vendor in establishing appropriate testing criteria and procedures for, and in the testing and conversion of, applications.
       4. Schedule transition review meetings with the Successor Provider and Vendor to review status of transition according to the Successor Provider’s transition plan.
       5. Provide sufficient Bank of Africa resources to assist Vendor’s performance of the Termination Assistance Services where completion of the Termination Assistance Services is dependent on the cooperation of Bank of Africa.
       6. Promptly provide permissions or exceptions to restrictions on physical and logical access to Bank of Africa systems and facilities for Vendor Personnel to the extent that this is reasonably required in order for Vendor to perform the Termination Assistance Services.
       7. Require any Successor Provider to enter into a non-disclosure agreement with Vendor which contains confidentiality and proprietary rights provisions equal to or greater than those in the Agreement regarding Vendor’s Confidential Information.