

Schedule 3

LCH.CLEARNET SUPPORT SERVICES

1 GENERAL PRINCIPLES

1.1.1 Support Services consist:

- in answering the Users ' queries regarding the proper use of the Clearing Access Solution(s) it has chosen,
- in providing the Users with solutions either definitive or temporary to remedy detected Anomalies,
- in supervising the connectivity of the Users Clearing Access Solutions,
- in assisting the Users to implement the changes they require on their Clearing Access Solutions, pursuant to the processes as set out in the relevant Request Forms available on request from LCH.CLEARNET Account Manager.
- in assisting the Users to remedy any Anomalies errors that arise in the course of normal use of Clearing Access Solutions,
- in co-ordinating actions of LCH.CLEARNET's Subcontractors,
- in keeping the Users informed of the progress and of the status of the Anomalies and/or changes he has raised.

2 SERVICE LIMITATIONS

2.1.1 The scope of the Support Services does not include any maintenance operations attributable further to a Users action and/or event such as:

- non-compliance with the instructions provided by LCH.CLEARNET or the Customer Technical Helpdesk (CTH);
- non-compliance with the technical specifications described in the Documentation;
- modification of the Clearing Access Solution without prior authorisation from LCH.CLEARNET;
- transmission media operated by third-party operators, whether private or public;
- intrusion, by fraudulent means or through negligence, of a third party in LCH. CLEARNET information systems via the Clearing Access Solution made available to the Users;
- non-compliance with the security procedures described in Schedule 1 of this Agreement;
- Force Majeure Events pursuant to Clause 15 of the Agreement.

For the avoidance of doubt, the Support Services do not encompass the provision of maintenance services regarding equipment or any hardware provided by Subcontractors.

The Support Services depend on the Users Clearing Access Solution and can include the Services set out below.

3 CUSTOMER TECHNICAL HELPDESK (CTH)

- 3.1 LCH.CLEARNET operates a technical support desk to which Users can submit queries as to the use of the Clearing Access Solutions.
- 3.2 Any Anomaly on Clearing Access Solutions must be identified by the Users or the Clearing Access Solution Third Party Provider and communicated to LCH.CLEARNET by telephone, facsimile or electronic mail to the Customer Technical Helpdesk during Service Hours and at the phone numbers and addresses as set out in Appendix 1.
- 3.3 The Users shall refer to the relevant Documentation relating to the Clearing Access Solutions prior to contacting the Customer Technical Helpdesk and shall describe precisely and thoroughly the symptoms of the problem encountered.
- 3.4 Anomalies, Change Requests or queries will be attributed a reference number (ticket reference) by the CTH. This reference number, to be construed as an acknowledgment of receipt, will be communicated by the CTH to the Users by e-mail.
- 3.5 Upon notification of a Anomaly, the CTH shall perform a 1st analysis, in collaboration with the Users, and may be able to provide assistance, and/or correction and/or a workaround solution
 - by telephone and/or
 - by remote access if feasible.
- 3.6 Workaround solutions are solely temporary and must be followed up with a definitive corrective solution unless otherwise decided by LCH.CLEARNET. The Users shall, where necessary, send to the CTH any items that the CTH may request.
- 3.7 The CTH is entitled, unless otherwise requested by the Users, to transfer the Anomaly to any Sub-contractor and/or to another LCH.CLEARNET internal department to establish a diagnosis, for assistance and/or corrective action; such Subcontractor or internal department being, for the sake of clarity, entitled to contact directly the Users to perform the above tasks.
- 3.8 The CTH will supervise the correction of the Anomaly by LCH.CLEARNET Subcontractor and/or internal department, until it has been remedied.
- 3.9 The CTH shall make its best endeavours to provide the Support Services to the Users. However LCH.CLEARNET does not undertake any commitment to effectively correct the Anomaly and/or implement the change and/or provide the Users with any workaround solutions in any timeframe whatsoever. LCH.CLEARNET does neither undertake any of the above commitment on behalf of any Authorised Third Party Provider.
- 3.10 The CTH shall, at the end of the Support Services process as detailed above, issue by e-mail to the Users a proposal to close the Anomaly or Change Request, which at the expiry of a 48 hours period, will be construed as a formal acceptance by the Users unless the Users requests otherwise.

4 ON-SITE SUPPORT

- 4.1 Where the telephone assistance and remote Support Services are insufficient to remedy the reported Anomaly, on-site support action may be necessary.

In this case, the CTH is entitled to assign the Anomaly to a Subcontractor with the ability to provide on site support to the Users.

The CTH will provide the Subcontractor with the detailed list of the actions already performed by the CTH to resolve the Anomaly. The Subcontractor will contact directly the Users to organise the on-site support, if need be.

The Users shall ensure free access to their premises.

The on-site Support Services are not in the scope of this Agreement and therefore each on-site support intervention will generate additional fees to be invoiced directly by the third-party to the Users. LCH.CLEARNET does not bear neither any cost nor any liability resulting from the on-site support services provided by the Subcontractor. For the avoidance of doubt, where on site Support Services are required due to the negligence or wilful default of LCH.CLEARNET, such Services will not be subject to a fee.

- 4.2 The Subcontractor will request, prior to planning any on-site support intervention, the Users prior consent. If the Users require an on-site support during Normal Service Hours, the Subcontractor may request the Users to interrupt its activities for the duration of the on-site support services.

5 UPGRADES

- 5.1 LCH.CLEARNET will rely on remote loading to supply upgrades to the software that include patches for the Anomalies, defects in design or implementation or Anomalies reported by the Users or the Subcontractor detected by LCH.CLEARNET on its own initiative, and/or that include new functionalities.

- 5.2 Such software upgrades are covered by the Support Services defined in this Schedule.

6 SUPERVISION

- 6.1 The CTH provides a supervision service of the Clearing Access Solutions. Therefore, the CTH can detect rapidly whether a Clearing Access Solution experiences some connections Anomalies. In this case, the CTH may be entitled to contact directly the Users in order to conduct a root cause analysis of such connections problems.

- 6.2 This supervision service does not substitute to the fact that the Users shall raise any encountered Anomaly to the CTH.

7 VERIFICATION TESTS

- 7.1 Whenever a Clearing Access Solution is installed or a Change Request is issued or an Anomaly is reported on the Users' Clearing Access Solution, the CTH is entitled to perform a series of verification test in direct collaboration with the Users in order to check that the Clearing Access Solution is satisfactorily operating. For that purpose, the Users undertake to comply with all

instructions given by LCH.CLEARNET and to dedicate any appropriate resource to perform the necessary verification tests.

8 CALLS RECORDING

- 8.1 The CTH will record and track every incoming Anomalies and/or Changes Requests and/or queries, reported by the Users in LCH. CLEARNET call management system.
- 8.2 The Users shall record all Change Requests and/or Anomalies raised to the CTH on an appropriate media.
- 8.3 The Users are informed that LCH.CLEARNET may use voice recording procedure in connection with any Anomaly and/or Change Requests issued by the Users.
- 8.4 CTH will record the following information in its call management system that will be updated and safeguarded:
- ticket reference
 - Anomaly and/or Changes Requests descriptions (effects, symptoms detected and all other information provided by the Users) provided by the Users via telephone calls, faxes and emails;
 - diagnosis performed;
 - solutions proposed;
 - major actions taken to resolve the Anomaly or implement the Change Request;
 - dates and times of the aforementioned actions or events.
- 8.5 In the event of any conflict, the information recorded into LCH. CLEARNET call management system shall be construed as "prima facie evidence" unless the Users are able to evidence that LCH.CLEARNET database is lacking one or several pieces of information duly exchanged between the Parties.

This Schedule includes the following Appendices:

9 APPENDIX 1: OPERATING HOURS AND CONDITIONS OF THE CTH

9.1 *Contact details*

- 9.1.1 The Users are responsible for making direct contact with the Customer Technical Helpdesk to report any Anomaly they encounter or Change Request they require during normal use of the Services provided by LCH.CLEARNET. The Customer Technical Helpdesk can be contacted at:

- **Telephone:** +33 (0)1. 70. 37. 66. 00
- **Facsimile:** +33 (0)1. 70. 37. 65. 05
- **Email:** lchclearnetsa_cth@lchclearnet.com

9.2 *Service Hours*

9.2.1 The Users can contact the Customer Technical Helpdesk at the following times:

| | | |
|-----------------------------|----------------------------------------------------------------------------------------------|----------------------|
| Normal Service Hours | Monday to Friday (excluding public holidays specified in the LCH.CLEARNET clearing calendar) | 7 a.m. – 8 p.m. CET |
| | Each third Friday of each month | 7 a.m. - 11 p.m CET. |

9.2.2 LCH.CLEARNET may decide to extend the Service Hours under certain circumstances and at its sole discretion. The Users may be informed in due time through a general information communicated via e-mail;

10 APPENDIX 2 : USERS CONTACTS AND REFERENCES

The Users shall fill in the following:

- a nominative contact
- a telephone number;
- a fax number; and
- an email address.

| | | | |
|------------------------------------------------------------------------|-------------------------|------------------|--|
| COMPANY: | | | |
| ADDRESS: | ----- ----- ----- | | |
| CTH GENERAL CONTACT | | | |
| LAST NAME: | FIRST NAME: | POSITION: | |
| TELEPHONE: | FAX: | EMAIL: | |
| CTH TECHNICAL CONTACT (to be completed if different from above) | | | |
| LAST NAME: | FIRST NAME: | POSITION: | |
| TELEPHONE: | FAX: | EMAIL: | |

The Users shall inform without delay LCH. CLEARNET of any change in the information indicated above.