

1. Purpose

This Service Level Agreement (“SLA”) sets forth the terms and conditions pursuant to which EVERTEC Group, LLC (“EVERTEC”) will provide to _____ (“COMPANY”) the Services contemplated herein. This SLA is subject to the terms and conditions of the Service Addenda and the Master Service Agreement between the parties, provided, however, that should there be a conflict among the terms and conditions of such documents and this SLA, those of the latter will govern.

This SLA defines the roles and responsibilities of each party, specifies the Service Levels, sets forth the procedures that will be used to measure and report these Service Levels as they apply to the Services, and establishes the remedies available to COMPANY should EVERTEC fail to comply with same.

2. General Terms and Conditions

2.1. Defined Terms:

- a) **“After Hours”** is defined as hours outside the scheduled Hours of Operation of a particular service.
- b) **“Availability”** is defined as the unit to measure the availability of a particular service, system, equipment and/or component using a percentage of actual availability based on the agreed upon Service Level that establishes the benchmark for EVERTEC making such service, system, equipment and/or component available, the percentage of which will be calculated on a monthly basis.
- c) **“Business Days”** is defined as Monday through Friday excluding Legal Holidays, unless otherwise specified.
- d) **“Business Hours”** is defined as ____ AM through ____ PM on Business Days. All times are Puerto Rico local times.
- e) **“Completion Time”** is defined as the time by which EVERTEC will complete its performance of a particular task relating to the services.
- f) **“Conditions Precedent”** is defined as the conditions, terms, factors and other elements established by the parties for each Service Level that COMPANY must comply with first in order that EVERTEC’s obligation under such Service Level operate.
- g) **“Critical Service Level”** is defined as a Service Level identified by the parties as critical because if the Service subject of the Service Level is not performed by EVERTEC in accordance with such Service Levels, such failure to perform will adversely impact COMPANY’s operations or the delivery of its services to its clients, and therefore, will not be subject to the imposition of SLCs.
- h) **“Cut-Off Time”** is defined as the time by which EVERTEC must receive from COMPANY or any Third Party, the data, materials, instructions and/or requests necessary for EVERTEC to meet its Completion Time or other Service Level commitments.
- i) **“Effective Date”** means (i) the date the Services are placed in live production, or (ii) the execution of this SLA, whichever is later.
- j) **“Excused Performance Problem”** is defined as certain events that if to occur will excuse EVERTEC from complying with the Service Levels.
- k) **“Hours of Operation”** is defined as the hours and times during which EVERTEC will provide the Services. All times are Puerto Rico local times.
- l) **“Incident(s)”** means any verifiable failure of a particular service, system, equipment and/or component to materially operate in accordance with the Specifications, unless such failure (a) results from COMPANY’s misuse or improper use of the particular service, system, equipment and/or component; (b) results from the modification by COMPANY of the particular service, system, equipment and/or component in a fashion not contemplated under the Service Addendum; or (c) results from COMPANY’s failure to implement in a timely manner any relevant improvements or modifications to the particular service, system, equipment and/or component.
- m) **“Incident Number”** is defined as the number used to identify an Incident Record that has been opened in EVERTEC’s Service Desk for Support Services.
- n) **“Incident Record”** is defined as the item used to identify an individual Support Request that has been submitted to EVERTEC.
- o) **“Late Transmissions”** is defined as the rate between the number of files transmitted late over total files transmitted, as established with customer during a specific month.
- p) **“Non-Critical Service Level”** is defined as a Service Level identified by COMPANY as non-critical because the Service subject of the Service Level _____.

- q) “Off-Peak” is defined as _____.
- r) “Peak” is defined as _____.
- s) “Processing Incident” is defined as Incidents in processing over total items processed.
- t) “Resolution Time” is defined as the time EVERTEC takes to identify the root cause, and prevent additional occurrences either by implementing a work-around, process modification, or fix.
- u) “Response Time” is defined as the time that EVERTEC may take to begin resolution of a reported Incident from the moment the Incident Record is opened.
- v) “Service Desk” is defined as the telephone support center that EVERTEC provides to COMPANY to receive requests of services and/or notifications of service problems.
- w) “Service Level Credits” or “SLCs” is defined as a remedy under this SLA which provides COMPANY with a credit over the fees paid for a particular Service subject to a Service Level, should EVERTEC fail to comply with such established Service Level.
- x) “Services” are defined as those services under the various Service Addenda between EVERTEC and COMPANY that are subject to the Service Levels as provided herein.
- y) “Support Request” means a request from COMPANY for Support Services.

2.2. Test and Probation Periods

- a) EVERTEC and COMPANY agree that during the initial _____ () day period following the Effective Date of this SLA (the “Test Period”), the Service Levels and Conditions Precedent contained herein will be monitored and tested to ensure their adequacy and modified accordingly. Upon expiration of the Test Period the Service Levels and Conditions Precedent will enter into effect and the parties agree to continue monitoring and adjusting such Service Levels and Conditions Precedent for an additional period of _____ () days (the “Probation Period”). Upon expiration of the Probation Period, the remedies set forth in this SLA will enter into effect and the parties will thereafter meet periodically, but not less frequently than annually to consider achievable improvements in the Service Levels and Conditions Precedent in light of variables such as, EVERTEC’s actual performance and improved performance capabilities, and the volume of Services being performed.
- b) Furthermore, the parties agree that should the manner in which the Services are performed or provided be subject to material changes, including without limitation, the volume of Services required by COMPANY, the Services may be subject to additional test and probation periods, the duration of which will be determined by the parties.

2.3. Modifications to Service Levels

- a) The parties mutually acknowledge and agree that this SLA may also be amended during the Term of the Service Addendum in order to, among others (i) add, delete or modify Service Levels, and Conditions Precedent and Excused Performance Problems; and/or (ii) ensure a fair, accurate, and consistent measurement of EVERTEC’s performance hereunder. Any changes to this SLA will be established in good faith by mutual agreement of the parties and will be documented in a written amendment to this SLA.
- b) In the event that (i) any applicable hardware, software or function used by EVERTEC to provide the Services is replaced during the Term with comparable hardware, software or function; or (ii) the COMPANY requests changes to such hardware software or functions (including adding any new functions to the EVERTEC System), any corresponding Service Levels will, to the extent reasonably practicable, be defined during an additional test period covering the initial days of operation of such replacement/modified hardware, software or function, provided that such Service Level will be established at a level intended to achieve performance at least the same as or better than the performance under the Service Level associated with the replaced/modified hardware, software or function.

2.4. Service Level Credits (SLCs)

- a) SLCs will be based on misses or actual performance as identified for each Service as “Misses” or “Performance Level” in the corresponding SLC tables. All SLCs are calculated at the end of the month depending on total Misses and the actual Performance Level for the current month. After determining the Misses or and/or Performance Level column that applies, cross-reference to the % Credit column to determine the credit that EVERTEC will return to the COMPANY.
- b) Misses may also be calculated based on reoccurrence of Misses by EVERTEC. If the Misses are incurred in a consecutive manner, the percentage may increase as the consecutive months with Misses increase. After determining Misses column that applies, cross-reference to the % Credit column for the number of consecutive months; this percent will determine the credit that EVERTEC will return to the COMPANY.

- c) SLCs will be applied only to the fees billed for the failed Service.
- d) In the event that an SLC becomes payable in accordance with this section, EVERTEC will provide COMPANY with a credit in the applicable amount on the next monthly invoice after receipt of the COMPANY's election or, if there are no remaining invoices, will pay COMPANY the amount of such credit within thirty (30) days following receipt of the EVERTEC monthly report which shows that COMPANY is entitled to the SLC.
- e) In order to receive the applicable SLCs COMPANY must be in full compliance with the terms and conditions of the Service Addenda and the Master Service Agreement, including without limitation the payment of all undisputed amounts thereunder.
- f) In no event will the total amount of SLCs credited to COMPANY under any Service Addendum in any one (1) calendar year exceed, in the aggregate, one (1) month's fees paid under the Service Addendum for the Service corresponding to the Service Levels under which an SLC is due. One (1) month's fees will be based on the average of monthly fees paid thereunder during the six (6) months immediately preceding the month for which the SLC is due and payable.
- g) In no event will COMPANY receive more than one (1) SLC attributable to a single root cause. In such event, where multiple credits would have been payable to COMPANY, COMPANY will receive the highest of the credits to which COMPANY would have been entitled.
- h) SLCs will apply after expiration of the Probation Period.
- i) The crediting of SLCs is COMPANY's sole and exclusive remedy for EVERTEC's failure to meet any Service Level excluding the repeated failure of EVERTEC to meet such Service Levels or material negligence on the part of EVERTEC.

2.5. Conditions Precedent to EVERTEC's Obligations

- a) Each Service for which EVERTEC is obligated to comply with a particular Service Level under this SLA may be conditioned upon COMPANY's compliance with the established Conditions Precedent.
- b) COMPANY's failure to perform these Conditions Precedent as required will excuse any failure of EVERTEC to achieve the Service Levels.
- c) Furthermore, COMPANY agrees to notify EVERTEC immediately of any changes in its operations that may affect its ability to comply with any Conditions Precedent contained herein.
- d) Each Service below will indicate any applicable Conditions Precedent.

2.6. Excused Performance Problems

- a) In addition to any other Excused Performance Problem that may be established for a particular Service, EVERTEC will not be liable to COMPANY (and no SLCs will apply) for any failure to meet a Service Level to the extent that such failure is attributable to: (i) an Event of Force Majeure, (ii) acts or omissions of COMPANY or COMPANY's Third Party providers; (iii) breaches of this SLA, the Service Addendum and/or the Master Agreement by COMPANY or COMPANY's Third Party providers; (iv) problems in local area networks and telecommunication lines; (v) downtime for Scheduled Maintenance; (vi) downtime for Unscheduled Maintenance that does not comply with this section 2.6.
- b) Scheduled hours of Availability will exclude scheduled outages for which EVERTEC needs to perform, regular technical and preventive maintenance performed by EVERTEC for the purpose of maintaining the System in satisfactory operating condition ("Scheduled Maintenance"), which may result in downtime during this window. EVERTEC will perform Scheduled Maintenance on Saturday and Sunday. In addition, in cases where corrective maintenance is required to be performed by EVERTEC in order to return the System to good operating condition, after it has become inoperative or subject to malfunction or has otherwise failed to operate in accordance with the standards of operation applicable thereto ("Unscheduled Maintenance"), EVERTEC shall provide forty-eight (48) hours' prior notice of any such Unscheduled Maintenance specifying the duration of same. EVERTEC will use commercially reasonable efforts to effect Unscheduled Maintenance during hours that least impact PARTICIPANT's ability to use and access the System.
- c) Furthermore, the Service Levels established in this SLA do not contemplate rapid increases in volume. As such, COMPANY agrees to notify EVERTEC immediately if it foresees an increase in volume, so as EVERTEC may take reasonable measures to ensure its continued compliance under this SLA. Should a particular Service cycle represent an increase in volume of Services of 20% or more of the normal production, EVERTEC agrees to exercise Best Efforts to provide the Services in accordance with the Service Levels of this SLA; provided, however that upon EVERTEC's notification to COMPANY that such increase will hinder EVERTEC's ability to meet the established Service Levels, such instance of increased volume will be considered an Excused Performance Problem under this SLA. Should the increased volume be reoccurring, the parties agree to follow the procedures for modifying the Service Levels as set forth in this SLA.

a. Reporting & Investigations

- a) If EVERTEC fails to meet any of the Service Levels, EVERTEC will send COMPANY a report documenting the failure by the fifteenth (15th) day of the month following the month during which the failure occurred (the "Report Date").
- b) If COMPANY believes that a failure was not properly reported, COMPANY must notify EVERTEC within fifteen (15) days following the Report Date.
- c) COMPANY is responsible for promptly reviewing and reconciling all Service Level reports. Should COMPANY identify any omission or discrepancy between its records and the data provided by EVERTEC, or if it has any objection, it must notify EVERTEC in writing within thirty (30) days following the Report Date.
- d) EVERTEC will process the investigation according to its standard procedures for handling claims. EVERTEC will notify COMPANY in writing of the result of the investigation. within thirty (30) days from the date the omission or discrepancy is notified to EVERTEC.
- e) In the event the findings of the investigation prove that COMPANY's claims are justified, EVERTEC will make the appropriate adjustments to the corresponding Service Level report and proceed in accordance with this SLA.
- f) COMPANY accepts that its failure to report the omission, discrepancy or objection within the thirty (30) day time period, will release EVERTEC from any liability regarding such omission, discrepancy or objection.
- g) Source data considerations and formulas used for calculating Misses will be made available to COMPANY upon request.

b. Notifications and Escalation Procedures

- a) All Service Level reports and any notifications or other communications to be made under this SLA will be sent to the email addresses of the parties listed in **Schedule 1** to this SLA.
- b) In the event EVERTEC is unable to comply with the Services Levels in this SLA, the parties agree that the persons identified as Level One in **Schedule 1** will meet to determine a satisfactory resolution. In the event such Level One Representatives cannot reach an agreement, the persons identified as Level Two shall meet to formulate a resolution. These meetings may be in person or via teleconference as agreed to by the parties.

d) Service Levels

Particular Service Levels for Services COMPANY contracts from EVERTEC under the corresponding Service Addenda will be added to this SLA as Exhibits hereto. Each such Service Level Exhibit will be subject to the terms and conditions of this SLA, the corresponding Service Addenda and the Master Agreement, and will set forth the following:

- 1) Description of the Service
- 2) Hours of Operation
- 3) Type of Measurement to be used
- 4) The Service Level that will apply to the Service
- 5) Applicable SLCs
- 6) Conditions Precedents (if applicable)
- 7) Excused Performance Problems (if applicable)
- 8) Any additional terms and conditions that may apply to a particular Service Level

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their duly authorized Representatives, effective as of the latter of the two dates written below (the "Effective Date").

EVERTEC Group, LLC

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

This document and the information contained therein are proprietary and confidential information of EVERTEC. The document and the information may only be disclosed or reproduced with the prior written consent of the authorized Representative of EVERTEC. Any person using or disclosing the confidential information without such authorization will cause irreparable harm and significant injury to EVERTEC and will be responsible for any damage, loss, cost or liability, including legal fees and costs incurred in any procedure to enforce their rights.

Email Addresses for Service Level Reports, Notifications and Communications:

EVERTEC: slmadministrator@evertecinc.com

COMPANY: [INSERT]

First level of Contact may be made through EVERTEC’s Service Desk using one of the following options:

- WEB – Access the following link: <https://servicedesk.evertecinc.com>
- Telephone – Authorized personnel can report an Incident by calling to: 787-758-0467, 787-759-9999 x.2222 or 1-800-981-5545.

Support Requests for Priority 1 and Priority 2 Incidents must be notified via telephone.

Support Requests for Priority 3 Incidents may be notified via telephone or Web.

Authorized Representatives for Service Desk Escalation (EVERTEC):

Regular Business Hours Monday through Saturdays and Holidays 8:00am a 5:30pm	Out of Business Hours Network Operations Center NOC
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Level One
Level Two

Authorized Representatives for SLA Escalation:

EVERTEC COMPANY

Level One
Level Two
Level Three

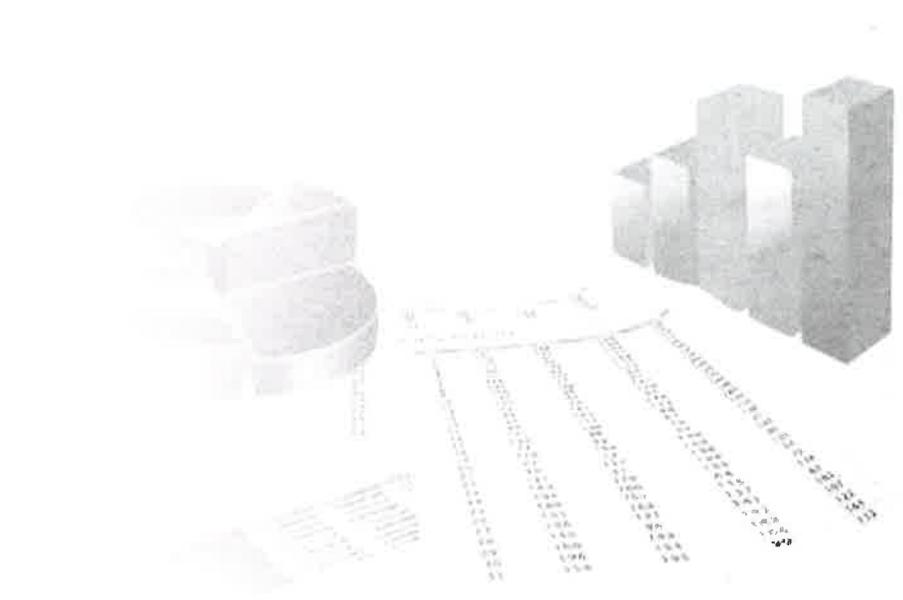
Sample SLA Report

	Service	Measurement	Service Level	Excused Performance/ Condition Precedent	Additional Terms
1.	Support Services/ Repair services	Response Time	2nd business day following the date of the Department’s request for services	Events or problems caused by client Force Majeure	Response times apply during standard working hours, Monday thru Friday, excluding federal and Puerto Rico holidays. Describe in detail the SLA plan to meet the Department’s Guaranteed On-Site Initial Response Time requirements and performance standards.
2.	Support Services/ Repair and Replacement	Completion Time	10 Business Days	Events or problems caused by client Force Majeure	The ten (10) business day repair period commences when a device is handed-off to the Proposer
3.	Call Center	Will be defined with client after revision of proposed solution. Example of metric,	Will be defined with client after revision of proposed solution. Example of metric, abandoned calls,	Events or problems caused by client	

Service Level Agreement

	Service	Measurement	Service Level	Excused Performance/ Condition Precedent	Additional Terms
		abandoned calls, Grade of service, among others.	Grade of service, among others.	Force Majeure	

SAMPLE



CLIENT NAME

SLM

Month 2018

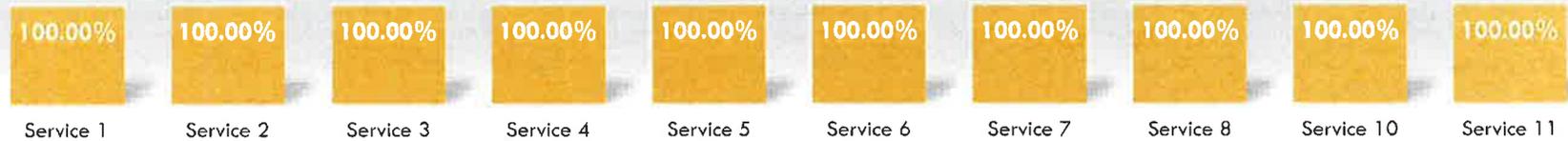
Objective



- Present to our client **Name** the results related to compliance with service levels during the month of **Month** 2018.

Service Level Compliance

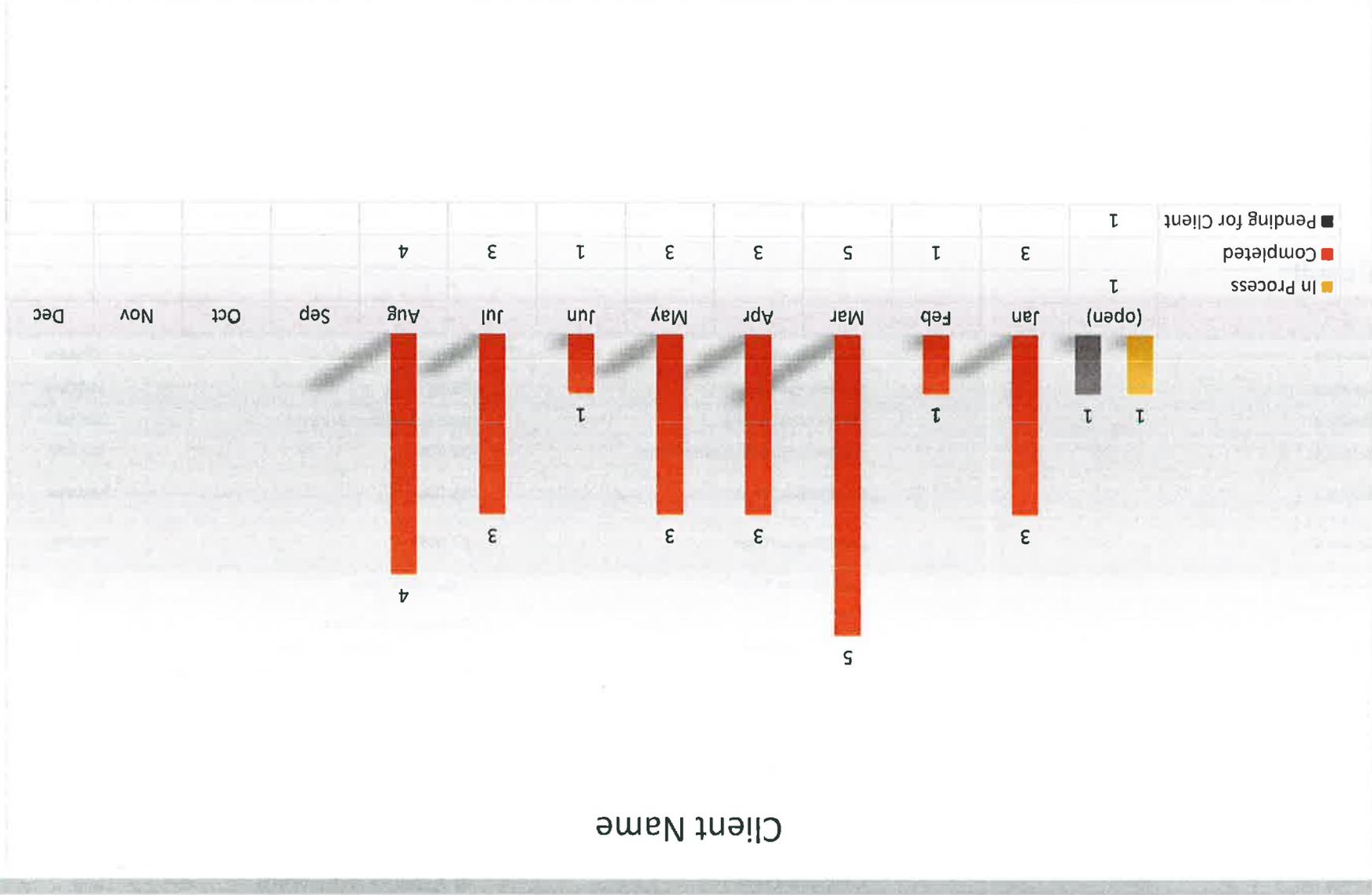
SLA's Compliance: Customer Name - Month 2018



Results

Service	Metric	Target	Month
Service 1	System Availability	99.00%	100.00%
Service 2	System Availability	99.50%	100.00%
Service 3	System Availability	Average of the services	100.00%
Service 4	Authorization Response Time	98.00%	100.00%
Service 5	Completion Time	95.00%	100.00%
Service 6	Completion Time	87.00%	100.00%
Service 7	Completion Time	5 Business Days	100.00%
Service 8	Resolution Time	Priority 1: 24 Hours Priority 2: 5 Business Days Priority 3: next scheduled maintenance	100.00%
Service 9	Call Abandon Rate	5%	0.00%
Service 10	Grade of Service	90%	100.00%
Service 11	System Availability	99.00%	100.00%
Service 12	Completion Time	10 Business Days	*
Service 13	Completion Time	5 business Days	*
Service 14	Completion Time	As agreed for each proposal	*
Service 15	Processing Error Rate	0.05%	*
Service 16	Compliance	90%	*

Incidents Status



Client Name



Escalation Levels for Services Agreements



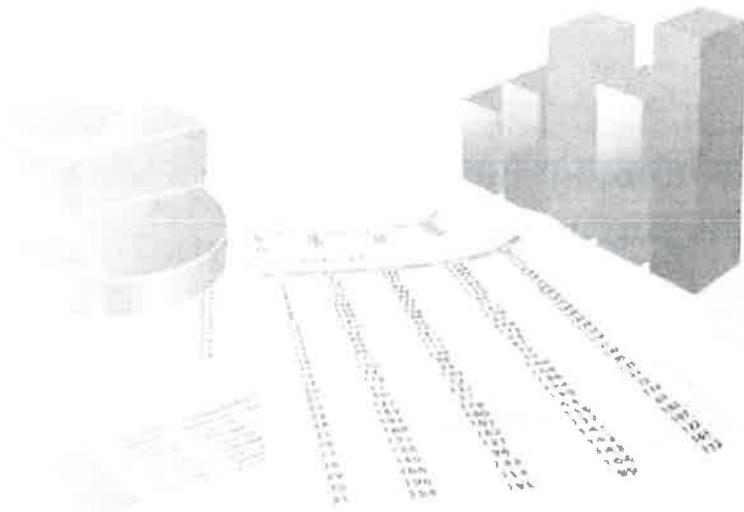
sladministrator@evertecinc.com

Gloria.Betancourt@evertecinc.com



Carr. 176 K.m. 1.3 Cupey Bajo,
Río Piedras 00926

Remember to use our official channels for your requests and/or incidents,
this helps us to provide better attention.



CLIENT NAME

SLM

2018