



EMISSIONS CONNECT SAAS SERVICE LEVEL AGREEMENT

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1 DEFINITIONS

Definitions used in this document that are over and above those defined in the Agreement

Expressions	Meaning
Service Operations Team (SOT)	The operational team responsible for the delivery and maintenance of the Service
Service Support Team (SST)	The point of contact between DNV and the Customer for receiving Incidents (disruptions or potential disruptions in service availability or quality) and for users making service requests. Customer will use DATE for this purpose
Agreed Service Time (AST)	The amount of time agreed where the Customer can expect the service to be fit for use. Calculated as total available time less any scheduled / planned downtime and any downtime that is beyond the control of DNV.
Product	A standard, non-bespoke or exclusive software application provided by DNV.
DATE	Direct Access to Technical Experts – the tool used for incident handling for the Service. DATE for Emissions Connect can be reached here: EmissionsConnectDate@dnv.com

2 INTRODUCTION

2.1 Purpose

This bi-directional Service Level Agreement (SLA) defines the service provided and managed by DNV to the Customer, the responsibilities for both parties and data processing requirements for this service. The document is structured to define how Emissions Connect will be delivered, the level of service and the responsibilities of each party.

2.2 Objective of the Service

Emissions Connect is a standard digital product from DNV. Emissions Connect will develop as a product following a product roadmap. Enhancement requests from Customer will be evaluated and prioritized into the product roadmap. Emissions Connect will do incremental releases of established modules and can also introduce new modules moving forward.

The objective is to deliver a timely, accurate and complete service to the Customer. The Service Level Agreement defines the service and the service level with the objective of

- Clearly defining responsibilities
- Ensuring effective management of the Solution
- Defining effective communication channels
- Documenting problem resolution and escalation processes

To support the achievement of the objectives, standards and quality of service expected the contribution from the Customer is important and highly dependent on the Customer, meeting the following:

- Clear definition and quality of data
- Adherence to data formats and data quality guidelines of Operational Vessel Data and Emissions Connect
- Maintenance of own IT infrastructure to enable access
- Open and detailed communication channels



3 SERVICE MEASUREMENT

The service measurement period will be per full calendar month within the agreed start and end dates of the service.

Service Availability is measured over a calendar month period against the Agreed Service Time (AST). The following calculation is used to determine the Service Availability percentage

$$\text{Service Availability \%} = \frac{\text{AST} - \text{Unplanned Downtime}}{\text{AST}} \times 100$$

4 IT SERVICE LEVEL OBJECTIVE

SERVICE	Availability
Step 1: Data Management with Data Workbench	99.5%
Step 2: Monitoring and Voyage assurance	98%
Step 3: Voyage Simulation and improvements	99.5%

In the event that the SLA has been breached DNV will inform openly via a service specific webpage on the status.

The Service Level Agreement does not apply to any performance or availability issues due to downtime caused by any of the following:

- Occurs during scheduled maintenance that: (i) has been notified by DNV to the Customer at least forty-eight (48) hours prior to its commencement; (ii) such maintenance is not required to remedy Errors (including where the Customer agree to the maintenance) and does not result from a breach of the SaaS Agreement by the DNV; and (iii) the downtime has been agreed by the Customer (agreement not to be unreasonably withheld or delayed);
- Downtime or other errors in third party deliveries used to provide the Cloud Service, such as the network and any third-party tools and services not deliberately engaged by DNV for the delivery of this service; or
- Circumstances for which the Customer is responsible, including any failure by the Customer to meet the responsibilities and any errors or downtime in the Customer' IT infrastructure.

5 SAAS SOLUTION RESPONSIBILITIES & OBLIGATIONS

The responsibilities and obligations of DNV and the Customer to maintain the integrity of the Service, which are in addition to those set out in the Agreement are defined below:

5.1 DNV RESPONSIBILITIES AND OBLIGATIONS

- To secure, maintain and optimise the related Infrastructure related to providing the Service.
- To ensure availability of the Solution to authorised Customers
- Notify the Customer of any changes, issues and upgrades that are likely to impact the Customer's use of the Service.
- To identify and act as appropriate when emergency updates or fixes are required to be applied - endeavour to notify the Customer in writing or by email as necessary. This includes appropriate notification prior to any additional (post-incident) maintenance
- To perform emergency maintenance when deemed appropriate, it being understood that this may cause downtime. DNV will use reasonable efforts to notify the Customer of any downtime due to emergency maintenance in advance.
- Maintain a Disaster Recovery Plan and Backup Solution in accordance with industry standard to facilitate the recovery of the Production Environment in the event of a Disaster.
- Requests for data restoration without platform incident may be subject to additional charge.

5.2 CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

- Customer is responsible for the quality of data ingested into the OVD pipeline and to handle the feedback on data quality. Parts of the service will give value only if the quality customer's data is sufficient
- Maintain a compatible browser and adhere to DNVs recommendations of recent browser versions.
- Secure that persons communicating with DNV according to this agreement has proper skills and training in the service provided and that they use DATE as communication tool with DNV

6 SAAS SUPPORT

Support for the Product is provided to the Customer during standard business hours, which are between 08:00 and 16:00 CET Monday to Friday excluding Norwegian public holidays.

Support requests must be sent to DATE EmissionsConnectDate@dnv.com and the following details provided by the customer for all support requests and incidents:

- Contact name and telephone number/email address
- Description of the problem and steps to reproduce if there are software issues
- Actions taken thus far to attempt resolution
- Requested supported priority
- Supporting screen shots and log files

All support requests / incidents will be handled as quickly as possible and in-line with the service levels defined in Section 6 of this SLA. (Service requests may be put on hold and the clock 'stopped' while awaiting action from the Customer. Progress updates may be halted by agreement once solution/actions agreed)

6.1 Product Incident Management

Incidents raised against the functionality of the product or application will be dealt with by the Service Support Team - SST in line with the priorities defined in the table below:

Priority Level	Definition of Priority Classification	DNV Commitment
Normal	Incident does not hinder day-to-day work but may affect work schedule	DNV shall, at its discretion, work on a correction of the fault or find workaround as fast as reasonable within normal working hours and may include resolutions to these issues in a future release of the Solution and/or associated documentation.
High	Incident hinders day-to-day work and affects work schedule	DNV shall prioritize cases at its discretion, and work on a correction of the fault or find workaround within normal working hours and include resolutions to the cases in a future release of the Solution and/or associated documentation.
Very High	Incident does not allow work to continue or severely hinders day-to-day work	DNV shall start work within next working day and continue during normal working hours until the fault is corrected, or an interim solution is provided. DNV shall, at its discretion, include resolutions to priority very high cases in a future release of the Solution and/or associated documentation.

Service requests related to product improvement request, or a new product feature request are outside the SLA. These are handled separately and will be considered for input on product roadmap prioritization.



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7 SERVICES NOT COVERED UNDER THIS SLA

This Agreement covers only the areas stated, anything not detailed will not be covered as standard. The following is a list, although not exhaustive, of areas not covered under this Agreement:

- Data Quality issues support outside frames given in product
- Advice and guidance relating to significant changes to the Customer's requirements that affect the service provided
- On-call support outside DNV's normal operating hours
- Ad hoc report requirements
- Specific or periodic training of Customer end users
- Advice and guidance on application usage