

## **SERVICE LEVEL AGREEMENT**

The terms set out herein apply to all use of software services as provided by El-Watch (herein referred to as the “Service”) unless otherwise explicitly set out in the Order Confirmation or otherwise agreed in writing between the Parties.

This Service Level Agreement describes which expectations the Customers can have with respect to Service availability and error correction in the event of disruption of service and other support requests. The services set out herein will be available only for the appointed administrator users of the Customer who in turn will be responsible for managing service requests and inquiries from internal and external parties.

### **1 OVERALL RESPONSIBILITIES TO MAINTAIN AVAILABILITY AND PERFORMANCE OF THE SERVICES**

El-Watch undertakes to establish and maintain a service organisation available to assist the Customer in a timely and professional manner in the event of software malfunction or other errors to the service and/or additional service requests made by the Customer.

Even though El-Watch cannot guarantee that the Service will be performed error-free or uninterrupted, or that El-Watch will be able to remedy errors or defects that occur in the Service, El-Watch will use all reasonable efforts to ensure that all Customers have continued and reliable access to the Service. Consequently, El-Watch will respond to the Customer service inquiries in accordance with the service levels and routines as described in this Service Level Agreement.

### **2 SERVICE AVAILABILITY**

El-Watch is responsible for hosting, maintenance and supervision of the Service, including all applications deployed through the service, including technical infrastructure, hosting and functional performance. In principle, the Service shall be available for the Customer all day all year other than in the event of planned maintenance or scheduled downtime.

Any planned downtime with effect on end user applications with an expected downtime of 15 minutes or more shall be communicated to the Customer a minimum of 3 working days in advance. Scheduled downtime shall be planned to time periods when expected use of the Service is at a minimum (e.g., nights).

In the case of any unexpected downtime, El-Watch shall promptly investigate the root cause of the issue, and as soon as possible inform the customers and provide information about a plan of action and best estimate of time to completion.

El-Watch shall keep the Customer regularly informed with current status of the issue until the Service is restored. However, El-Watch cannot be held liable for any costs or loss, direct or indirect, that the Customer might incur as a result of lack of availability of the Service.

### **3 WARRANTY INCIDENTS – SOFTWARE FLAWS AND ERRORS**

El-Watch undertakes to initiate action to correct software malfunctions and errors upon request of the Customer.

Upon receipt of notification from the Customer, El-Watch will initiate work based on the following priority schedule system:

Category	SLA	Definition
P1	El-Watch will respond to P1 incident within [2 hours] and initiate error correction within [4 hours].	A P1 incident is a reasonable request by the Customer for support or information, or a monitoring alarm received by El-Watch directly, in connection with software in scope, in circumstances in which the system(s) are completely unavailable or are imminently expected to be completely unavailable or significantly impacted, or have breached defined critical capacity thresholds
P2	El-Watch will respond to P2 incidents within one working day and initiate error correction within [2 working days].	A P2 incident is a reasonable request by the Customer for support or information, or a monitoring alarm received by El-Watch directly, in connection with software in scope, in circumstances in which the system(s) are malfunctioning with an impact on service but where such impact does not constitute a P1 category incident,

Services are provided only within normal office hours, [0800-1600 CET]. Availability outside office hours are available upon request and at applicable rates.

#### 4 SLA EXCLUSIONS FOR SOFTWARE FLAWS OR ERROR

El-Watch is not responsible for any failure to meet any obligation under this Service Level Agreement relating to software flaws or errors for which El-Watch is responsible under the Software Service Terms in the following situations:

- a) Where the failure is caused by planned maintenance. Planned maintenance is maintenance of which notice has been given in advance to the Customer by El-Watch. Usually El-Watch will endeavour to give at least 1 weeks' notice in writing of planned maintenance, but this may not always be possible in cases of emergency or upstream vendor maintenance.
- b) Where the failure is caused by the Customer, through either a failure to comply with the Customer obligations in this Service Level Agreement or the Software Service Terms or a failure of equipment or utilities supplied or controlled by the Customer, or through a failure to follow the requisite change control and reporting obligations, hereunder where the failure is the result of modelling errors or similar circumstances controlled by the Customer.
- c) Where the failure is caused or extended by a failure by the Customer to fully assist El-Watch in fault correction (for example by preventing or delaying access to Customer premises or where a designated Customer contact is unreachable using the agreed contact details).

- d) Where the failure is attributable to errors, malfunctions, updates or similar changes in and to software systems to which the applications have been integrated.
- e) Where the failure is caused by any other circumstances that are beyond El-Watch's reasonable control, including failure caused by service interruptions in third party services used for the provisioning of the Services, hereunder – but not limited to – telecommunication services, third party payment services and associated storage and server access (Google Cloud, Amazon Web Services or similar).

## **5 REPORTING PROCEDURES**

All inquiries concerning software flaws and errors under this SLA shall be reported to the El-Watch Service Desk via e-mail: support@el-watch.com.

All inquiries shall include a clear and evident description of the situation and should thoroughly explain the behaviour of the event and its consequences for the use of the Service as well as a description of the proposed assistance needed. El-Watch can provide standardized reporting forms for use by the Customer in service inquiries.

## **6 ADDITIONAL SERVICES PROVIDED BY EL-WATCH**

Additional assistance by El-Watch relating to the use of the Service is provided as a payable service under this Service Level Agreement. This also includes requests for information or user assistance or training that is not the result of a software malfunction or error. In the event that no specific agreement has been established, any and all services requested by the Customer will be provided on a time and material basis at applicable rates.

Service requests shall be made to the El-Watch Service Desk via e-mail: support@el-watch.com.

## **7 FEES AND COSTS**

All service assistance that is clearly and evidently a result of a software error or malfunction, as defined above and for which El-Watch is responsible, shall be provided at no costs for the Customer.

All other services will, unless otherwise agreed, be provided on a time and material basis at an hourly rate of NOK 1.600,- per hour (excluding VAT) , billable in 30 minute increments. El-Watch will maintain accurate records of all billable activities performed by El-Watch throughout the Assignment and provide a copy of such records together with invoices to the Customer.

## **8 GOVERNING LAW – LEGAL VENUE**

This Agreement is governed by the substantive laws of Norway and any and all disputes related to the Agreement are subject to the exclusive jurisdiction of Sør-Trøndelag tingrett (municipal court).