

# Support and Service Level Agreement

This agreement represents a Support & Service Level Agreement (“SLA”) between Kongsberg Digital AS (“KDI”) and the Customer in respect to Customer’s use of the Kognifai Services (“Service”) as detailed in the relevant Partner Agreement and/or Subscription Agreement (“Commercial Agreement”) entered into between KDI and the Customer.

## Support availability and communications methods

KDI will provide maintenance and user support as described below to maintain the Service in good working order. KDI will provide such maintenance and user support by telephone and email, in accordance with the service level objectives relevant to the tier of support elected by the Customer in the Commercial Agreement.

Requests not related to defects in the Service in operation, are regarded as billable operational service requests and not included in maintenance and user support.

The maintenance and user support telephone numbers and email address are:

- Support 24 America : +1 866 994 7765
- Support 24 Norway : +47 4000 1024
- Support 24 Australia : +61 (0) 8 6141 3355
- Support 24 UK : +44 (0) 1224 226 583
- Main e-mail address : [support@kdisupport24.com](mailto:support@kdisupport24.com)

Customer may notify KDI of any defect in the Service, and will designate any such defect as Priority 1, 2, or 3. On the request of KDI, Customer shall provide KDI with a written description of the defect, the circumstances where the defect occurred/was discovered, and with the test data required to analyse and remedy the defect. KDI will use all reasonable diligence to correct any reported defect in accordance with the response times below.

Defects reported by Customer to KDI as well as alarms detected by KDI monitoring shall be handled by KDI as follows:

Priority	Definition	KONGSBERG’s remedy work with the defect	Comment
1	<p>Meets <u>at least one</u> of the following (group 1) criteria:</p> <ul style="list-style-type: none"> <li>Complete loss of key service or application</li> <li>The data security of the Customer is compromised or potentially compromised</li> <li>An emergency or non-productive situation will result</li> <li>Incorrect data is presented or stored that will lead to incorrect business decisions</li> </ul> <p><u>And</u> meets <u>at least one</u> of the following (group 2) criteria:</p> <ul style="list-style-type: none"> <li>There is no workaround to the problem</li> <li>10 or more users are affected</li> </ul>	<p>The remedy work shall be performed with high priority status during Normal Business Hours</p> <p>Initial diagnosis and efforts for identifying and providing work-around solutions will be active 24/7, until a work-around is identified or until KDI deems such effort not successful.</p>	<p>Any defects corrected in the Service of this category will be made directly available to Customer as a patch or configuration change. Such corrections may be generally offered as part of a later release of the Service.</p>
2	<p>Meets <u>at least one</u> of the following:</p> <ul style="list-style-type: none"> <li>Issues meeting any of the group 1 of Priority 1 criteria, but none of the group 2.</li> <li>Functionality not working according to software documentation.</li> </ul>	<p>The work shall be performed within reasonable time, during Normal Business Hours.</p>	<p>Any defects corrected in the Service of this category will be made available to Customer in a generally offered release of the Service.</p>

	<ul style="list-style-type: none"> <li>User experience is negatively impacted in areas related to real-time decision making</li> <li>Degradation in system performance / response time</li> </ul>		
3	<p>Anything that does not fall under another priority, including:</p> <ul style="list-style-type: none"> <li>Requests for functionality not already specified in software documentation</li> <li>Minor issues that do not negatively affect the business</li> <li>Data is presented in an inconvenient manner</li> </ul>	The work shall be performed within reasonable time, during Normal Business Hours.	Any defects corrected in the Service of this category will be made available to Customer in a generally offered release of the software.
4	Anything that does not fall under Priority 1 to 3 and where the application or a personal procedure is unusable, but a workaround is available or a repair is possible.	The work shall be performed within reasonable time, during Normal Business Hours.	Any defects corrected in the Service of this category will be made available to Customer in a generally offered release of the software.

Notes:

- The table above applies to deployed software running in a KDI controlled production environment and previously accepted and approved by Customer.
- Customer and KDI will jointly prioritize issues according to these priority levels.
- If a defect is especially costly or difficult to remedy, KDI may, after consultation with the Customer, suggest to not remedy the defect. If the Customer does not agree with KDI, the defect and resolution approaches will, in a timely manner be reviewed by senior management from the parties with the express goal to arrive at an agreeable approach for how to remedy the defect.
- Normal Business Hours shall be between 09:00 – 17:00 (CET) Monday-Friday

## Support

### Support Levels

This section sets out the different support levels which KDI will adhere to for the purposes of providing support and maintenance to the Customer. Within the Commercial Agreement the Customer must elect which of the following Tiers of support they will require.

Tier	Support Hours	Priority Level	Time to Respond
Tier 1 Mission Critical	24x7	1 = Urgent	30 min
		2 = High	1 hour
		3 = Med	4 hours
		4 = Low	4 hours
Tier 2 Enterprise	Mon – Fri	1 = Urgent	2 hours
		2 = High	4 hours

	<b>06:00 – 18:00 (CET) (12 hrs.)</b>	3 = Med	4 hours
		4 = Low	1 day
<b>Tier 3 Premier</b>	<b>Mon – Fri 08:00 – 17:00 (CET) (9 hrs.)</b>	1 = Urgent	3 hours
		2 = High	4 hours
		3 = Med	4 hours
		4 = Low	Best effort
<b>Tier 4 Standard</b>	<b>Mon – Fri 09:00 – 17:00 (CET) (8 hrs.)</b>	1 = Urgent	<b>Not Supported Under Tier 4</b>
		2 = High	4 hours
		3 = Med	4 hours
		4 = Low	Best effort

The table below outlines the service specific functions included within each tier of support:

Item	Service-specific Functional Parameters	Attribute value for Service Level			
		Standard Support	Premier Support	Enterprise Support	Mission Critical Support
1	Incident Management	I	I	I	I
2	Product Defect Management	I	I	I	I
3	Cross Team Coordination		I	I	I
4	Configuration, Change & Release management		I	I	I
5	System Monitoring		Once per week	Twice per week	Daily
6	Operational Service Requests		On demand	On demand	On demand
7	Cloud Operations			On demand	On demand
8	System Maintenance			I	I
9	Support Management				I
10	Application Failover and Recovery				I

I = Included

## Service Functional Parameters Descriptions included in each support service level.

### Tier 4 - Standard Support

#### Incident Management:

- Basic application support for SiteCom and Kognifai applications:
  - Provide workaround for service restoration in case of application issue.
  - Support in documenting resolution plans and implementing resolutions.
  - Support in creating customer knowledge data base.
- Catch and Dispatch of incidents/request tickets:
  - Initial triage of all reported incidents/requests.
  - Ticket categorization.
  - Provide high level RCA (on demand).
- Applications expected to be supported under this package:
  - OutSmart
  - EmPower
  - Rig Manager
  - NSG (E2E)
  - Leda Flow, K-Spice
  - KNL
  - Additional Kognifai applications...

#### Product Defect Management:

Identify workaround for P3/P2 tickets related to Product defects compromising the customer ability to utilize the product/application.

Participate and provide updates on the tickets in the KDI Service Management tool and Incident Manager Reference ticket to TFS number and coordinate daily updates for customers with Product/Development teams. Prepare high level RCA for P2 tickets.

- **P1 Urgent Incidents NOT covered under this package.**

## Tier 3 – Premier Support

### Standard Support services included.

#### Cross Team Coordination:

- Coordination with other Support teams for Infrastructure, Data providers, 3rd party applications.
- Escalation and follow up tickets escalated to Development/Platform teams for additional support.

#### Configuration, Change & Release management:

- Provide information to complete configuration, changes and release management activities.
- Provide documentation for release and implementations plans. (Time estimates, steps to follow, technical info)
- Installation of code fixes arising from tickets previously approved by Application's Dev/QA teams.
- Rollback changes in case of failed upgrades or installations.

#### System Monitoring:

- Check system performance and health once a week.
- Data aggregation status check
  - Verify correct data mapping with data service providers is in place.
  - Verify correct data replication from source to target systems.
- For SiteCom systems ONLY, on tickets reported by customer regarding data quality:
  - Identify and Coordinate with 3rd party data providers to fix the issue.
  - Ensure data feeds are coming as requested by the customer.

#### Operational Service Request:

- Update application configurations when needed.
- Reinstall applications in case of system failure.
- Infrastructure device configuration
- Live chat available during working hours.

## Tier 2 – Enterprise Support

### Standard & Premier Support services included.

#### Cloud Operations:

- Provide Hosted services in a Tier 4 data centre.
- Coordinate with cloud support teams for full managed support.
- Immediate response to emergency infrastructure support tickets.

#### System Maintenance:

- Perform regular maintenance activities to improve the performance of the system/infrastructure.
- Test quarterly.
- Provide Emergency & AV patches/report.
- Perform system/infrastructure functional tests to ensure application is running as expected after upgrades/updates and patch releases.

## Tier 1 – Mission Critical

### **Standard, Premier & Enterprise Support services included.**

#### **Support Management:**

- Service Level reporting on a monthly basis.
- Monthly Support Team/Customer Performance review meeting.

#### **Application Failover and Recovery:**

- Development and Implementation failover procedures in the event of outage of network infrastructure, servers or other components.
- Development and Implementation of Recovery procedures for applications and infrastructure.

## Service Level

KDI is committed to achieve and maintain the agreed service level for the service delivered. For this purpose, KDI measures availability of the Service and underlying platform components.

### **Service availability & Performance**

Service availability is an important requirement in the design and setup of the Service and underlying platform components. Service performance, measured in part by response times, are important indicators of the effectiveness of the Service.

KDI monitors both the Service and platform for both availability and performance.

Service availability is measured and calculated on a monthly basis (calendar month). Performance is measured continuously.

### **Monitoring**

KDI and/or its subcontractors shall monitor the Service(s) and its availability, on a 24 x 7 x 365 basis, for correct operation, capacity and performance. The status of the Service(s) and underlying platform components are monitored by agents on KDI servers. If an error condition is detected an alarm is generated. If these monitors do not receive a response, or if utilization exceeds pre-defined thresholds, an alarm is generated. When an alarm is generated, verified and assigned a priority, actions will be initiated to correct any failures and restore normal operation of the Service within the shortest possible time and in accordance with the priority as defined in this document.

Alarms related to core platform components affecting Service availability and performance for multiple customers will always be assigned a priority 1 and actioned by KDI in accordance with the associated actions, regardless of the Customer selected support tier.

The monitoring will be the basis for the calculation of the availability of the Service.

### **Maintenance**

Regularly scheduled maintenance on both Service and platform is performed during maintenance windows. KDI reserves the right to conduct regular maintenance up to 16 hrs a week during 20.00 – 08.00 CET. Customers will be notified at least 1 week in advance except in the event of an emergency.

The aforementioned timings are subject to change by KDI by providing an advance email notification. If unscheduled, but necessary, maintenance is required, KDI will act to issue a timely email warning and/or notice in the Service. The maintenance windows are excluded from the availability calculation.

## **Cybersecurity**

The security measures and controls provided by KDI shall be in accordance with good industry practices in order to:

- a) Provide authorized individuals access to customer data and services in line with business, contractual, and legal requirements (availability)
- b) Protect customer data from being disclosed to unauthorized individuals due to malicious action, accidents, or negligence (confidentiality)
- c) Ensure that customer data is accurate and complete and the result of authorized and controlled actions (integrity)
- d) Ensure compliance with contractual, legal, and regulatory requirements (compliance)

Further information about how we work with cybersecurity can be found in the Kognifai Trust Centre.

## **Limitation of responsibility**

KDI does not accept responsibility for problems related to the Customer's PC build and configuration, proxy server configuration, network performance or problems that are related to 3<sup>rd</sup> party applications.

KDI does not accept responsibility for issues resulting from Customer's use of the Service in a manner inconsistent with the features and functionality of the Service (including but not limited to, attempts to perform operations that are not supported) or inconsistent with published documentation or guidance. Consequences of such actions are excluded from the availability calculation.

Further, KDI does not accept responsibility for cybersecurity incidents within customer controlled infrastructures, unless:

- the incident is caused by, or through, vulnerabilities in one of the KDI applications or services, or
- a managed cybersecurity service is part of the agreement/subscription

## **KDI Service Availability Warranty**

### **Warranty**

KDI warrants that the Service shall be available in accordance with the Service Level section above, calculated over a period of 1 month. The data from the availability monitoring shall be used for the determination of the Service availability.

KDI's responsibility is limited to KDI's environment, equipment and software. This warranty shall not include any network unavailability during KDI's scheduled or critical maintenance or issues beyond the control of KDI such as:

- 1) speed or reliability of the internet connection by which the end user is accessing the server;
- 2) memory, configuration and web browsers of the end user workstations from which the end user is accessing the server;
- 3) security, firewall/proxy servers that end users need to pass through from Customer to KDI's servers; and
- 4) performance level of the internet service provider that services Customer and its users.

## **Remedies**

In the event Customer experiences, less than warranted availability over the last 3 consecutive months, Customer shall have the option of one (but not both) of the following:

1. Customer may continue to use the Service and receive from KDI one Service Credit; or
2. Customer may terminate its Service and stop using the Service, in which case KDI will refund to Customer any unused pro-rated portion of any pre-paid subscription fees for such terminated Service for the remainder of its subscription term after the effective date of termination.

“Service Credit” shall mean amount equal to pro-rated monthly (subscription fee) for reported less than 99,0% availability period (maximum 3 months).

For Customer to exercise its right to termination described in this section Customer must notify KDI in writing within 5 business days from the end of the calendar quarter in which Customer becomes eligible to terminate under this section. Such termination will be effective 30 days after receipt of written notice. Failure to comply with this requirement will forfeit Customer’s right to terminate under this section.

This section states Customer's sole and exclusive remedy for any failure by KDI to provide warranted Service availability.

## **Customer Data**

### **Ownership**

Customer Data shall remain the property of Customer. “Customer Data” for the purpose of this provision means all data, including text, sound, video, or image files, software, payment data, administration data, and support data which is provided to KDI by, or on behalf of, Customer.