



Synergi Life Risk Management SaaS Service Level Agreement

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Confidentiality

This Service Level Agreement (SLA) contains information that is business sensitive to DNV. No part of the SLA or information received during the creation of this document may be used, duplicated or disclosed for any other purpose. Any such use of DNV's information is regarded as an infringement of DNV intellectual property rights.

1 DEFINITIONS

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

Expression	Meaning
Solution Operations Team (SOT)	The operational team responsible for the delivery and maintenance of the Solution
Product Support Team (PST)	The point of contact between DNV and the Customer for reporting <i>Incidents</i> (disruptions or potential disruptions in service availability or quality) and for users making <i>service requests</i> (routine requests for services).
Business Continuity Plan	A plan that defines how DNV will deal with potential disasters.
Change Control	A formal process used to ensure that changes to the Solution are introduced in a controlled and coordinated manner
Disaster	An event that causes a disruption to accessing the Solution that will require an invocation of the Business Continuity Plan
Primary Backup Solution	On-line storage of database backups, database transaction logs and application direct to disk and replicated off site
Release	A release signifies a minor progression, update or change to a core software product or solution as issued by DNV. This is typically defined as the same product name with an incremental increase in version number (e.g. xx.NN.NN)
Version	A Version signifies a major progression, update or change to a core software product or solution as issued by DNV. This is typically defined as the same product name with an incremental increase in version number (e.g. XX.nn.nn)
Recovery Point Objective (RPO)	Recovery Point Objective describes the acceptable amount of data loss measured in time

Expression	Meaning
Recovery Time Objective (RTO)	The Recovery Time Objective is the duration of time and a service level within which the environment will be restored after a Disaster
Secondary Backup Solution	Off-line storage of Primary Backup Solution
Service Boundary	The point in an end-to-end process where the delivery of that Solution leaves DNV's boundary and is no longer in the control of DNV. Examples include: Where the service is provided over the Internet the end-point is the gateway that provides access to the internet.
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.
Solution	A defined software-based service based on online provision of a core product, additional requested modules and configuration as delivered to an agreed performance standard.

2 INTRODUCTION

2.1 Purpose

This bi-directional Service Level Agreement (SLA) defines the services 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 the Solution will be delivered, the level of service and the responsibilities of each party.

2.2 Objective of the Service

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 configuration guidelines of the Solution
- Maintenance of own IT infrastructure to enable access
- Open and detailed communication channels

3 SAAS SERVICE DEFINITION

DNV will provide a Production and Test environments as standard as defined in the following table.

Standard Environments	Provided
PRODUCTION - The Customer's primary environment containing current user data.	●
Test - An environment available for the customer to conduct testing, containing a copy of the Production data: Example of use - testing and approving updates, patches, fixes and testing configurations and training	●

4 SAAS SERVICE MEASUREMENT

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

4.1 SAAS Service Availability

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

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

5 IT SERVICE LEVEL OBJECTIVE

The Service Level Objectives are applicable to the **LIVE** environments only.


SERVICE	Availability	RTO	RPO
Production environment	99.9	12 Hours	4 Hours

6 SAAS SOLUTION RESPONSIBILITIES & OBLIGATIONS

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

6.1 DNV RESPONSIBILITIES AND OBLIGATIONS

- To secure, maintain and optimise the SaaS related Infrastructure related to providing the Solution
- To ensure availability of the Solution to authorised Customers
- Make the Customer aware of any changes or issues that could impact the delivery of the Solution
- Provide the Solution up to and including the Service Boundary (The service level for the provision of the communications link is governed by the third-party providers' Service Level Agreement)
- To perform routine maintenance in accordance with the pre-determined schedule. This is typically outside of normal working hours for both scheduled and unscheduled works unless deemed appropriate to mitigate risks to the platform, Solution or customer information. DNV retains the right to veto any customer objection in an scenario deemed appropriate.
- Notify Customer of the maintenance schedule
- The core detail and timings of each maintenance window will be confirmed to the Customer prior to each occurrence
- To maintain the solution in accordance with the relevant published User Manual to ensure consistent technical performance
- 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
- Proactively manage and monitor factors of the solution platform including, I/O, processor, memory, network and application performance that contribute to Product response times
- Advise the Customer of availability of upgrades, releases and changes
- Agree responsibility for pre and post upgrade actions
- Complete any pre-upgrade actions
- Publish a timetable for applying upgrades to the Customer environments
- Initiate the required Change Control to cover applying upgrades to the Customer environments
- Install upgrade to identified Customer environments
- Complete any post upgrade actions
- Maintain Business Continuity Plan to facilitate the recovery of the Production environment in the event of a Disaster

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- To retain 30 Days of the Production environment and database backups in the primary location as part of the Solution's backup protocol. Requests for restoration without platform incident may be subject to additional charge
 - To reinstate the Production environment in event of a Disaster, as per the RTO and RPO's defined – in accordance with DNV's Business Continuity Plan
 - Complete annual disaster recovery tests to recover the Solution to the secondary site and validate the external Business Continuity Plan. For obligations relating to Force Majeure please refer to 11.3 of the associated SaaS Agreement for this service
 - To audit and review internal security, DR and business continuity processes against industry standards and best practices

6.2 CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

- Adhere to requested Solution upgrades to stay within two product versions of the most recent one available. DNV reserves the right not to provide support to any part of the Solution which falls behind of two versions of the latest core product unless kept there by explicit mutual agreement.
- Provide and maintain all computer hardware, software and associated equipment situated on the Customer premises such equipment to meet as a minimum the specification required to operate the Solution
- Inform DNV of any changes or issues that may impact the delivery of the Solution
- Agree responsibility for pre and post upgrade actions
- Authorise Change Controls to cover upgrades, changes and improvements
- Validate stability of the Solution and integrity of integrity of data following upgrades, changes and Business Continuity events
- Maintain own internal Business Continuity Plan to facilitate the recovery of business functions for appropriate users
- Secure that persons communicating with DNV according to this agreement has proper skills and training in the service provided

7 SAAS SUPPORT

Support for the Solution 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, the contact details of which will be provided as part of the Customer activation process

Support requests must be sent to the relevant support email address 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
- 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 7.1.1 and 7.1.2 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)

7.1.1 Product / Application Support Requests

Issues raised against the functionality of the product or application will be dealt with by the PST in-line with the priorities defined in the table below:

Priority Level	Definition of Priority Classification	DNV Commitment
Priority Normal	Issue 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.
Priority High	Issue hinders day-to-day work and affect 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.
Priority Very High	Issue does not allow work to continue or severely hinders day-to-day work.	<p>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.</p> <p>DNV shall, at its discretion, include resolutions to priority very high cases in a future release of the Solution and/or associated documentation.</p>

7.1.2 SaaS Service Incidents / Requests

Incidents raised against the availability or performance of the Solution will be prioritised and dealt with by the SOT in line with the following table:

Priority Level	Definition of Priority Classification	Investigation Start	Resolution
1	The problem has a critical impact on the business e.g. the Solution is unavailable or the whole user group is unable to carry out tasks critical to their function	8 working hours	8 working hours
2	The problem has a serious impact on part of the business e.g. the user's ability to carry out his/her primary function is affected but work can carry on with some loss of facilities	8 working hours	16 working hours
3	The problem has an impact on users but is non-critical e.g. the user can work but with some loss of facilities	16 working hours	1 week
4	The problem has a minor impact on users, has a work around	1 week	1 month
5	The call is a request for further information	1 month	2 months

Investigation Start	An acknowledgement will be made at this stage that the problem has been accepted at the level reported and handed over to the support team for investigation.
Resolution	The resolution may be the provision of a work around solution, the creation and release of a software patch to the user or an agreement that the call is re-classified as Defect priority, for review/inclusion in the next release.

DNV aims to achieve/exceed SLA targets for support requests in a minimum of 80% of cases

8 EXIT MANAGEMENT SCHEDULE

The following table defines the responsibilities of each party during termination and exit, to ensure provision of data to the Customer and deletion of content within the Solution. Charges related to provision of this service will apply as per section 7 of the SaaS Agreement.

	DNV	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.	○	●
Agree transition schedule.	●	○
Provide specification of requirements for the data to be transferred.	○	●
Agree specification of requirements.	●	○
Provide Customer data in line with the transition plan and specification of requirements. All data will be provided in an industry standard format.	●	○
Deletion of all customer data and environments that make up the Solution	●	

9 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:

- 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
- Additional licences required by increases in Users
- Additional performance and availability where licence/user requirements are changed without mutual agreement
- Procurement of new software or hardware required by changes to the Customer's requirements
- Specific or periodic training of Customer end users
- Advice and guidance on application usage
- Assistance with application support
- Modifications to original application specification
- Interfaces to or from other IT systems
- The hosting of audits conducted on behalf of the Customer



About DNV

Driven by our purpose of safeguarding life, property and the environment, DNV enables organizations to advance the safety and sustainability of their business. We provide classification and technical assurance along with software and independent expert advisory services to the maritime, oil & gas and energy industries. We also provide certification services to customers across a wide range of industries. Operating in more than 100 countries, our professionals are dedicated to helping our customers make the world safer, smarter and greener.