

APPENDIX 5

SERVICE LEVEL FOR THE SUPPLIER'S SERVICES AND CLOUD SERVICES IN THE MANAGEMENT PHASE WITH STANDARDISED DAMAGES

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INTRODUCTION

This appendix describes the level and measurement principles for the Service Level Agreement (SLA) for the Cloud Services to be delivered by the Supplier.

5.1 DEFINITIONS

Below are definitions that are relevant for this appendix and the Service Level Agreement.

Term		Definition/explanation
Availability		Availability is calculated over a Measurement period and expressed as a percentage with two decimals. Availability means that the solution is available to users with guaranteed quality.
Classification of incidents		All incidents reported to the Supplier, or incidents the Supplier discovers as part of its own monitoring of operational performance, shall be classified in accordance with the definitions set out in the table below.
Level	Category	Description
A	Critical incident	- Error in the Supplier's Services which results in the Services or the Cloud Service not functioning as agreed, stopping, data being lost or that other functions that, based on an objective assessment, are of critical importance to the Customer are not delivered or do not function as agreed. - The documentation being incomplete or misleading to such extent that the Customer is unable to use the Services or the Cloud Service, or material portions thereof.
B	Major incident	- Error that results in functions that, based on an objective assessment, are of importance to the Customer, are not working as specified in the Agreement, and which it is time-consuming or costly to circumvent. - The documentation being incomplete or misleading to such extent that the Customer is unable to use functions that, based on an objective assessment, are of importance to the Customer.
C	Minor incident	- Error that results in individual functions not working as intended, but which can be circumvented with relative ease by the Customer. - The documentation is incomplete or imprecise.
Downtime		The time, in minutes/hours, within the Service window during which the OneTrack Solution is unavailable and/or the guaranteed quality is <u>not</u> achieved, and this is due to circumstances for which the Supplier is responsible.

	Approved time for maintenance is not considered Downtime. The solution is unavailable when: • Reported A-incidents prevent the Customer from using the solution. • The system experiences such severe slowness that the solution cannot be used. <u>Downtime is not:</u> The time, in minutes/hours, during which the Services are not available to the Customer, and this is due to circumstances for which the Customer is responsible, for example communication lines (internet communication from the Customer) or faults in the Customer's own infrastructure.
Maintenance time	Actual time used by the Supplier to perform planned maintenance.
Maintenance window	A maintenance window is a planned, time-bounded period designated for performing maintenance that may cause service disruption.
Measurement period	Time interval for monitoring guaranteed quality within service hours. The Agreement's measurement period is 1 calendar month.
Price reduction (Refund)	Repayment of parts of the remuneration for a Service where the delivered quality does not meet the agreed Service Level.
Recovery point	The maximum acceptable amount of data loss, measured as time backwards from the point of failure.
Recovery time	Recovery time means the period between when the incident was registered and when the incident has been resolved or a "temporary workaround" has been implemented.
Response time	Response time means a confirmation is sent from the Supplier regarding a reported incident, and that handling has started. Time measured from when the incident is reported by the Customer until it is set to status "In progress" by the Supplier. The same applies when the Supplier's own monitoring reports an error and the incident is set to status "In progress" and troubleshooting has started.
Service hours	The agreed time periods during which the service shall be available to users and supported by the Supplier.
Service window	The total time within the measurement period during which availability is measured, after deducting any approved exclusions (e.g. maintenance). Service window = Service hours – Approved maintenance time

Support hours	Defined time of day during which the Supplier shall provide support.
Temporary workaround	A temporary workaround means a time-limited measure to reduce or eliminate the impact of an incident or a problem where no final solution is yet available. A Temporary workaround is categorized as a B-incident.

Table 1: Definitions

5.2 REQUIREMENTS FOR THE SERVICE LEVEL

5.2.1 Customer requirements for agreed Service level

Vy requires a Service Level Agreement (SLA) reflecting the criticality of the various business areas' time dimensions. Functionality that supports the day of operation time dimension (operational control) must be subject to stricter SLA requirements than functionality that belongs to the long-term planning dimension. If the Supplier does not support differentiated SLA, the requirements for Operational Control are applicable.

Following, this chapter will use two terms for referring to the different time dimensions used when describing the differences in SLA, as described in Appendix 1, chapter 1.4.1.

Plan: Long-term planning and short-term planning - before Operational Control takes over

Operational Control: The day of operation

Availability

Requirement ID	Requirement description	Type of Requirement	Confirm Service Level of availability in %
SL.01	The production environment for the Cloud Services shall maintain a minimum application-level availability of 99,80 % for the time dimension "Operational Control".	Must	%
SL.02	The production environment for the Cloud Services shall maintain a minimum application-level availability of 99,50 % for the time dimension "Plan".	Must	%
SL.03	Other environments (e.g. Pre-Production/Test) for the Cloud Services shall maintain a minimum application-level availability of 95,00 %	Must	%
SL.04	The Supplier shall implement continuous (24/7) monitoring of the Cloud Service, covering availability, performance (including	Must	Confirm: Yes/No

	response times and latency), error rates, and critical user transactions (cf. Agreement 2.3.5.1)		
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Maintenance Window

Requirement ID	Requirement description	Type of Requirement	State Maintenance Window:
SL.05	Maintenance window for Plan in the Production environment shall be: Monday – Friday: 00:00 – 06:00 and 18:00 – 24:00 Saturday – Sunday: 00:00 – 24:00 Norwegian local time (CET/CEST).	Must	
SL.06	Maintenance window for Operational Control in the Production environment shall be: Sunday: 02:00 – 04:00 Norwegian local time (CET/CEST).	Must	

Support Hours

Requirement ID	Requirement description	Type of Requirement	Confirm Support hours:
SL.07	Support hours for Plan shall be: Monday – Friday: 08:00 – 16:00, Norwegian local time (CET/CEST).	Must	
SL.08	Support hours for Operational Control shall be: Monday – Sunday: 00:00 – 24:00, Norwegian local time (CET/CEST).	Must	

5.2.2 Customer requirements for response time

The table below sets out the Customer's preferred Response times for the respective categories of incidents.

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Professional user support	Immediately, no later than 30 min	< 4 hours	< 8 hours
Change requests	2 Business days		
Service requests and support	5 Business days		

Requirement ID	Requirement description	Type of Requirement	Response Description
SL.09	The Supplier shall describe its Service Level for Response Times, in relation to the Customers level in the table above.	Should	Yellow fields in the table below

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Professional user support			
Change requests			
Service requests and support			
Short Description			

5.2.3 Recovery time objective (RTO)

The table below sets out the Customer's preferred Recovery Time Objectives (RTO), reflecting the levels the Customer considers appropriate for the respective categories and incident priorities.

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Operational Control	30 minutes	6 hours	2 Business days
Plan	3 hours	8 hours	3 Business days

Change	15 Business days
Service requests and support	Next upgrade or as agreed.

Requirement ID	Requirement description	Type of Requirement	Response Description
SL.10	The Supplier shall describe its Service Level for Recovery Time Objective (RTO) in relation to the Customers indicative levels in the table above	Should	Yellow fields in the table below

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Operational Control			
Plan			
Change			
Service requests and support			
Short Description			

Reporting of incidents is carried out in accordance with the incident management process.

5.2.4 Customer requirements for recovery point objective (RPO)

The table below sets out the Customer's preferred Recovery Point Objective, reflecting the levels the Customer considers appropriate for the respective categories of incidents.

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Operational Control	30 minutes		
Plan	6 hours		

Requirement ID	Requirement description	Type of Requirement	Response Description
SL.11	The Supplier shall describe its Service Level for Recovery Point Objective (RPO).	Should	Yellow fields in the table below

Category / priority	Critical / A-incident	Major / B-incident	Minor / C-incident
Operational Control			
Plan			

Reporting of incidents is carried out in accordance with the incident management process.

5.3 FINANCIAL COMPENSATION FOR BREACH OF AGREED SERVICE LEVEL

This chapter includes proposed standardised rates for financial compensation for breach of agreed Service level. However, repeated SLA breaches within the Measurement period shall trigger mandatory problem management activities and improvement plans, in addition to financial compensation.

If breaches of the Service Levels deviate significantly from what has been agreed, this may be considered a material breach, cf. the General Terms section 9.1.1.

The penalties in this chapter shall be subject to adjustment in line with the price regulations stated in Appendix 7.

5.3.1 Deviation from availability

In the event that the Supplier fails to meet the Availability requirements for “Operational Control and “Plan” as described in requirements SL.01 and SL.02, the Customer shall be entitled to financial compensation.

Requirement ID	Type of requirement	Description of requirement	Response description
SL.12	Should	The financial compensation for deviation from availability for “Operational Control” shall be expressed both as (i) a fixed amount in NOK and (ii) a percentage of the monthly Management fee in the Management Phase, depending on whether the contractual pricing model is based on rental or purchase, or a hybrid.	Yellow fields in the table below for proposed refund for deviation from availability for Operational Control.

Availability	Financial compensation (NOK)	Financial compensation (% of monthly Management fee in the Management Phase)
99.80% - 99.50%	[amount]	%
99.49% - 98.00%	[amount]	%
97.99% - 97.00%	(Amount)	%
96.99% - 95.00%	(Amount)	%
94.99% - 90.00%	(Amount)	%
Below 90%	(Amount)	%

Requirement ID	Type of requirement	Description of requirement	Response description
SL.13	Should	The financial compensation for deviation from availability for “Plan” shall be expressed both as (i) a fixed amount in NOK and (ii) a percentage of the monthly Operational Cost in the Management Phase ("MNG Phase"), depending on whether the contractual pricing model is based on rental or purchase, or a hybrid.	Yellow fields in the table below for proposed refund for deviation from availability for Operational Control.

Availability	Financial compensation (NOK)	Financial compensation (% of monthly Management fee in the Management Phase)
99.49% - 98.00%	(Amount)	%
97.99% - 97.00%	(Amount)	%

96.99% - 95.00%	(Amount)	%
94.99% - 90.00%	(Amount)	%
Below 90%	(Amount)	%

5.3.2 Missed Incident Response Penalty

Vy will evaluate the penalty levels to reflect a progressive penalty model, where the penalty increases in line with the duration of the delay:

Requirement ID	Type of requirement	Critical /A-incident	Major B-incident
SL.14	Should	A penalty of NOK (..) shall accrue for each commenced (..) period of delay in meeting the response time requirements, calculated from the expiry of the response time deadlines set out in subchapter 5.2.3	A penalty of NOK (..) shall accrue for each commenced (..) period of delay in meeting the response time requirements, calculated from the expiry of the response time deadlines set out in subchapter 5.2.3

5.3.3 Missed Recovery Times Penalty

Vy has the following suggest on level of penalty related to missed recovery times. Please respond in the table below the requirement.

Requirement ID	Type of requirement	Critical / A-incident Penalty in NOK	Major / B-incident Penalty in NOK
SL.15	Should	Delay of up to 30 minutes after the agreed Recovery Point Objective (RPO): A penalty of NOK (..). Delay between 30 and 60 minutes after the agreed RPO: A penalty of NOK (..). Delay between 1 and 2 hours after the agreed RPO: A penalty of NOK (..). Delay exceeding 2 hours after the agreed RPO: A penalty of NOK (..).	Delay of up to 30 minutes after the agreed Recovery Point Objective (RPO): A penalty of NOK (..). Delay between 30 and 60 minutes after the agreed RPO: A penalty of NOK (..). Delay between 1 and 2 hours after the agreed RPO: A penalty of NOK (..). Delay exceeding 2 hours after the agreed RPO: A penalty of NOK (..).

5.4 MEASUREMENT OF SERVICE LEVELS AND REPORTING

5.4.1 Measurement of Service levels

The Customer prefers the following approach for measuring Service levels and reporting:

- Measurement of the number of reported cases (email, web, phone, and the Supplier's monitoring), as well as the number of open and closed cases within the Measurement period. Response times and resolution times shall be derived from statistics in the Supplier's Service Management System.
- Measurements of downtime and availability of the Cloud Services should be performed by extracting statistics from the Supplier's monitoring system.
- Establishment of a digital dashboard for continuous monitoring and reporting of Key Performance Indicators (KPIs).

SL.16: Approach to measurement of Service levels.

Type of Requirement: Should	The description should include: • Tools, dashboards, KPIs, measurement methods, and how service performance and trends are monitored and communicated to the Customer.
Supplier Response:	Description (approx. 1 A4 pages)

5.4.2 Reporting

The Supplier shall make available to the Customer, as part of a monthly reporting, a set of electronic reports. The reports shall be available no later than one (1) week after the end of the completed Measurement period. The Customer requires the report to include, at a minimum, the following elements:

- SLA performance (Service Level Performance) report including:
 - Measurable availability, response and resolution times, SLA/KPI compliance, breaches, and trends over time, showing both actual results and targets.
 - Number of incidents and fault situations in the period, including a description of root cause and applied solution.
 - Overview of planned service outages in the upcoming period.
- Delivery and support deviations
 - All deviations must be documented with root cause analysis, corrective and preventive actions, assigned owner, mitigation plan, and defined deadlines.
- Incident reporting
 - Overview of the number and types of incidents during the period.
 - Detailed reporting of critical incidents, including business impact, timeline, root cause analysis, lessons learned, and follow-up status.
 - Critical incidents shall be reported without undue delay and be fully traceable throughout their lifecycle.

- Risks and gaps
 - Identification of operational, security, capacity and dependency risks, as well as process and competency gaps.
 - Each risk shall include assessment of likelihood and impact, assigned owner, and defined mitigation measures.
- Changes and improvements
 - Number of changes in the period, with any costs incurred by the Customer.
 - Overview of completed and planned changes (releases, patches, upgrades), improvement initiatives, technical debt, and modernisation needs.
- Performance and capacity
 - Overview of solution performance, capacity utilisation, and trends during the reporting period.
 - Summary of identified performance or capacity concerns and related improvement actions.
 - Overview of planned performance and scalability improvements.

SL.17: Compliance and description of the reporting solution.	
Type of Requirement: Must	The description shall include: • Report contents, reporting format, and how reports are made available to the Customer.
Supplier Response:	Description (approx. 1 A4 pages)

5.5 ADDITIONS, DELETIONS, AND CHANGES TO SERVICE LEVELS

The Customer shall provide written notice of any addition, deletion or change the applicable Service levels. The Service levels for new services and changes to existing Services shall be agreed jointly in accordance with chapter 3 in the General Terms, in particular clauses 3.1 and 3.2 and the Change procedure set out in Appendix 6, chapter 6.2.2. The change in Service level shall take effect no later than 90 calendar days after the change is agreed.