dualog® connection suite™
Service Level
Agreement

dualog® business email
A robust, maritime optimised email service

dualog® quota management
Internet data volume control

dualog® file transfer
Data exchange between applications

dualog® network control
Integrated maritime firewall and router

dualog® connection suite core

dualog® email archive
Secure, automatic message storage

dualog® web4sea
Maritime optimised Internet access

dualog® mapview
Global position tracking and ship overview

dualog® antivirus distribution
Protecting your onboard systems

dualog® crew email
Zero admin crew email solution

dualog® crew surf
Internet access with complete control

Published: May 2019

dualog
Your digital platform at sea

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1. Overview

This document represents the Service Level Agreement (SLA) between Dualog as the Service Provider and the Customer for the provisioning of Services as defined in Appendix 1 and additional support services required to support and sustain such Services.

2. Scope

This document establishes the service level agreement for *Connection Suite Cloud* (datacenter) services and related support services provided to the Customer's vessels and shore-based users.

3. Definitions and Terms

In this SLA, the following words and expressions shall have the following meaning:

Term	Explanation
Agreement	"Agreement" shall mean the completed Order Agreement duly executed by Customer (and all its attachments, if any).
Customer	"Customer" means the entity, which is a party to the Agreement.
Dualog	"Dualog" means Dualog AS, including it's wholly or partly subsidiaries and/or representatives.
Service	"Service" shall mean any one or a combination of services as defined in Appendix 1, which are subscribed for by Customer and supplied by Dualog.
System	"System" means the shore-based components of the Dualog Connection Suite Server designated for the appropriate distribution of electronic communication.
Uptime	"Uptime" means the period during which the System is available to the end-users.
Uptime Percentage	"Uptime Percentage" means the percentage of time, calculated in hours during the term, of Uptime over the total number of hours in that term, which the System is not unavailable for use solely due to a failure or fault of the System and rounded up to the nearest one decimal place.

4. Support Availability

4.1. Support availability

Dualog shall provide Customer with customer service and technical support through Dualog's Support Helpdesk. Contact details are set out below or such other contact details as may be notified to Customer from time to time:

Country: Norway

Telephone: +47 7762 1911

Email: support@dualog.com

Operating Hours: 24 hours per day, 7 days per week.

Dualog Support Helpdesk shall act as a single point of contact for any technical assistance required by Customer pertaining to the Service(s).

When reporting any error to Dualog, Customer must furnish the following information:

o Company name
o Vessel name
o Vessel location
o Name and contact details of person
o Nature of fault
o Description of error
o Any other information reasonably required by Dualog to identify Customer and/or the error, and for the purposes of error rectification.

4.2. Included Support

All technical support requested through Dualog Support will be considered non-chargeable until otherwise determined by the support personnel.

This determination is made once all facts regarding the request has been established and it may also occur after a period of troubleshooting. Any time spent on support leading up to this point will not be charged to the customer.

The support personnel will inform the customer that further assistance will be chargeable, and will always seek approval before proceeding with any chargeable work. Further support is provided upon receiving approval and Dualog shall charge a fee per 15-minute blocks according to the current price list.

4.3. Chargeable Support

Notwithstanding the above, the following are chargeable support cases unless stated otherwise in the Agreement:

o User Management, including end-user password reset
o Adaptation to software supplied by third party
o Guidance/setup/troubleshooting hardware or software other than the one to which the Customer's license agreement pertains
o Reconstruction or retrieval of lost or damaged data/data files

- o Debugging of data files or software, for example following a ship's power service interruption (blackout)
- o Conversion of data Assistance with problems caused by third party software
- o New vessel installations and upgrades, wheter carried out remotely or by physical attendance at the Customer's premises or onboard a vessel.

Dualog reserves the right to waive the charge for any support cases but that does not define a precedent; only an isolated case.

5. System Uptime

5.1. Email and Automatic File Transfer Server Uptime

The System shall maintain an Uptime Percentage of 99.5% in any one (1) calendar year.

5.2. Web4Sea Uptime

The System shall maintain an Uptime Percentage of 99.5% in any one (1) calendar year.

5.3. Dualog Protect Uptime

The System shall maintain an Uptime Percentage of 99.5% in any one (1) calendar year.

5.4. Dualog Drive Uptime

The System shall maintain an Uptime Percentage of 99.5% in any one (1) calendar year.

5.5. Exclusions

Uptime Percentage excludes (but not limited to) any time that the System is unavailable due to:

a) Scheduled maintenance;
b) "Force Majeure" events (as defined in Clause 10.3 in the Software Licence and Support Services Terms and Conditions);
c) Actions or omissions caused by customer or any third parties other than Dualog including, but not limited to, hardware and software misconfiguration, defective installations and implementation and non-compliance with Dualog guidelines and recommendations;
d) Failure of software, equipment, hardware, networks, utilities or services not provided by Dualog
e) Failures due to third party service providers including Internet service providers, though Dualog will do its outmost to avoid reduced service uptime.
f) Disconnection or suspension of service(s) due to non-payment of any charges due and owing by the Customer to Dualog following repeated reminders.

5.6. Maintenance

To avoid degradation, Dualog may conduct scheduled maintenance, usually not more than once per month. Dualog shall provide to Customer advance notice of at least one (1) week, via an email notification to the email address as designated by Customer, in relation to any scheduled maintenance that will affect System availability.

5.7. Outage

Subject always to the exclusions set out under Clause 5.3, an "Outage" is defined as the duration of Service(s) unavailability, starting after 10 minutes of unavailability.

6. Compensation

Compensation shall mean a reduction against the Customer's Subscription for Service(s) affected by an Outage and/or non-fulfilment of service level commitments as specified under Clauses 5.1 and 5.2.

The Customer may claim for its entitlement of compensation by notifying Dualog in writing of the occurrence of each incident which it intends to rely on towards the calculation of the shortfall of the Uptime Percentage.

Such notification must be made within five (5) days from the date of the issuance of Dualog's fault report; and accompanied by Dualog's fault report.

Dualog shall be entitled to investigate such incident and if Dualog ascertains that such incident shall not constitute any time towards the calculation of shortfall of Uptime Percentage, Customer shall be entitled to claim compensation for the year where the outage occurred.

Measured Availability (% yearly basis)	Reduction in charges (% reduction for the affected year)
99.50 - 99.00%	5%
98.99 - 90.00%	15%
Below - 90,00%	20%

Any compensation given by Dualog to Customer shall be final and conclusive, and shall be Customer's sole and only remedy against Dualog.

Appendix 1: Services Covered under this SLA

Services refer to the Connection Suite shore-based components supporting the following services:

- Dualog Connection Suite Core (Cloud)
- Email (Cloud) uptime (BusinessMail, CrewMail and Automatic File Transfer)
- Web4Sea (Cloud) uptime
- Dualog Protect (Cloud) uptime
- Dualog Drive (Cloud) uptime
- Dualog's Customer Portal (www.dualog.net)
- Support availability