**Kognifai Maritime Support and Service Level Agreement**

Here you can find the support and service levels you will receive as a subscriber to services and applications running on the Kognifai Maritime Ecosystem.

This Kognifai Maritime Support & Service Level Agreement (“**SLA**”) is applicable to Customers who have a valid Subscription Agreement, governed by the Kognifai Maritime Terms of Use (“**Terms of Use**”), for access to K-Sim AS’ (“**Kongsberg**”) Kognifai Maritime Ecosystem. Maintenance and support shall be provided as described herein, to maintain the Kognifai Services in good working order.

Capitalized terms shall have the meanings set forth in the Terms of Use, or in the section where they are first used herein. In the event of any conflict, both the Subscription Agreement and the Terms of Use shall prevail over this SLA.

Kognifai Services covered by this SLA include:

|  |  |  |
| --- | --- | --- |
| **Kognifai Services** | **Description** | **Delivered by** |
| Vessel Insight | Vessel to cloud data infrastructure consisting of Kongsberg Hardware, software and services | Kongsberg or an Affiliate or authorized reseller |
| Kongsberg  Applications | Kongsberg Applications made available through the Kognifai Maritime Ecosystem (Vessel Insight Ecosystem) | Kongsberg Maritime AS, Coach Solutions ApS and other Affiliates |
| Third Party Applications | Third Party Applications and services made available through the Kognifai Maritime Ecosystem (Vessel Insight Ecosystem) | Authorized Partners |

# SERVICE LEVEL OBJECTIVES

Kongsberg is committed to providing high quality and secure services to its customers and will make its best effort to ensure 24X7 availability of Kognifai Services. Service level objectives provide a quantitative measure of the level of service. Information about the status of the service can be found at <https://vesselinsight.statuspage.io/>

Services that typically involve consultancy, remote configuration, remote training, remote supervision, modifications, etc. is not included in this SLA, but may be provided as additional services, subject to availability of Kongsberg’s resources and additional payment at Kongsberg’s standard rates.

The following service level objectives are defined:

## 1.1 AVAILABILITY

The service level objective for all Kognifai Services is to achieve a minimum of 98 % availability measured monthly. Kongsberg will conduct system maintenance to ensure the achievement of this objective. Information about planned and ongoing maintenance can be found at <https://vesselinsight.statuspage.io/>

Maintenance might result in service downtime. Downtime because of system maintenance is not included in the calculation of the availability metric. For additional information on availability, system maintenance and downtime, refer to clause 6 herein.

## 1.2 SUPPORT RESPONSE TIME

Kongsberg Support provides 1st line of support to identify problems, suggest actions and correct defects.

Customer shall notify Kongsberg Support of any defects in Kognifai Services by utilizing the following email address:

[Email: vessel.insight@kdisupport24.com](mailto:Email:%20vessel.insight@kdisupport24.com)

Customer shall provide Kongsberg Support with a written description of the defect and the circumstances where the defect occurred or was discovered. Kongsberg Support categorizes Customer requests as either defect, change request or other. Kongsberg Support is also responsible for escalation of incidents to 2nd line support.

For defects, an incident is raised, and a priority (1,2 or 3) is assigned. Change requests are assigned priority 3 by default.

The following response time objectives apply for all Kognifai Services, based on incident priority:

|  |  |  |
| --- | --- | --- |
| **Priority** | **Definition** | **Response Time\*** |
| 1 | Issue meets at least one of the following criteria:   * Security is compromised or potentially compromised   And meets the following criteria:   * No workaround available | Within 1 hour during Normal Business Hours\*\*.  Solutions will be made available to the Customer by means of an emergency patch, configuration change. |
| 2 | Issue meets at least one of the following criteria:   * Unavailability of Kognifai Core Services * Unavailability of Vessel Insight * Unavailability of API Services * Functionality not working as expected * Degradation in performance, service response times * Negative impact on decision making based on information presented | Within 1 Business Day\*\*\* during Normal Business Hours. Defects reported will be resolved as part of a planned release or a service release executed within the maintenance windows according to roadmap provided. |
| 3 | Issue falls in one of the following categories:   * Data formatting or representation issues * Requests for changes to existing functionality * Requests for new features or functionality | Issues reported will be considered and if prioritized, planned for release. |

\* Response Time is the time lapsed from Kongsberg Support’s registration of a defect until initial feedback is provided to the Customer. Initial feedback will include confirmation of the incident priority, and could also include fixes or workarounds, and the estimated time to fix the defect.

\*\* Normal Business Hours are between 09:00 – 17:00 (CET/CEST) Monday-Friday, excluding public holidays in Norway.

\*\*\* Business Day means Monday to Friday, excluding public holidays in Norway.

# WARRANTY

Kongsberg warrants that Kognifai Services will be available in accordance with the service level objectives above. This warranty is not applicable to service unavailability caused by scheduled or unscheduled system maintenance, Kongsberg Hardware or factors beyond Kongsberg’s control, including but not limited to:

* Interfaces provided by third parties.
* Performance level, speed or reliability of the Internet connection by which the Customer and Authorized Users are accessing the server.
* Security, firewall/proxy servers and other network components required to access the Internet.
* Hardware, configuration and web browsers used by Authorized Users to access the Kognifai Services.
* Reliability and capacity of power supply.
* Physical security controls.
* Vessel Maintenance.

Kongsberg shall take commercially reasonable measures to ensure that no viruses, worms or other malicious computer programming codes intended to damage the Customer’s or its Associates’ systems or data are introduced through Kognifai Services.

# KONGSBERG HARDWARE

Kongsberg Hardware provided as part of the Kognifai Services remains the property of Kongsberg unless otherwise agreed. The Customer is responsible for the installation and operation of the Kongsberg Hardware in accordance with Kongsberg’s specifications.

Customers are required to contact Kongsberg Support in case of malfunction, damage or suspected abuse of Kongsberg Hardware to arrange a replacement or service.

# ESCALATION

Customer can escalate incidents if the service level objectives as described above have not been met by contacting Kongsberg through regular channels or as described below:

Erik Korssjøen, VP Product Management, erik.korssjoen@km.kongsberg.com

When escalating an incident please include the following information:

* Incident ID
* Contact details
* Relevant information regarding the defect

# GENERAL EXCLUSIONS

Kongsberg does not accept responsibility for problems and damage related to the Customer’s IT infrastructure including workstations, network build and configuration, proxy server configuration, network performance or problems that are related to applications and equipment installed by the Customer.

Further, Kongsberg does not accept responsibility for cybersecurity incidents within Customer-controlled infrastructures, unless the incident is caused by, or through, vulnerabilities in the Kognifai Services.

# DEFINITIONS

***System Maintenance****:* Planned maintenance performed during fixed periods (20:00-08:00 CET). During system maintenance, the Kognifai Services or parts of the Kognifai Services might not be available for use. Customer is notified one (1) week in advance of scheduled maintenance. Maintenance periods are subject to change and in case of un-planned maintenance Kongsberg will do its best to notify Customer.

***Vessel Maintenance****:* During maintenance activities onboard, the Kognifai Services or parts of the Kognifai Services might not be available for use for a particular vessel. The duration of vessel maintenance is excluded from the availability metric for a particular Customer.

***Availability****:* Amount of time the Kognifai Services are available for use by Customer during a calendar month. Availability or uptime is expressed as a percentage and is calculated as follows:

last pic vi sla.JPG.jpg

***Downtime****:* Amount of time the Kognifai Services are not available for use by Customer during a calendar month. Downtime is calculated as a percentage: *Downtime = 100% - Availability*.

Revised: 10.06.2025