

Service Level Agreement to VPS' Rules

1. The relationship between the SLA and VPS Rules

- 1.1. This Service Level Agreement ("SLA") is an appendix to VPS' Rules, and provides further provisions regarding availability, fault rectification, support and changes regarding Applications and interfaces.

2. DEFINITIONS

- 1.2. Words beginning with a capital letter shall have the meaning as specified in Appendix 1 of the VPS' Rules, unless defined differently in the following table:

Firewall	A system with pre-defined rules designed to protect access to or from VPS.
Applications and interfaces	Web-applications or B2B machine interface where Registration Activities may be carried out and Ancillary Services are carried out, ref. VPS' Rules section 1.3.2.3.
Operational Fault	A divergence from the availability requirement according to section 3 of the SLA.
Fault	A divergence in the Applications and interface from the functionality specified in the User Documentation.
Disaster	Situations where VPS is severely threatened or unable to carry out normal business activity.
Uptime	A percentage of the Applications and interfaces' Operating Hours as set out on the VPS Website.
Scheduled Maintenance	Maintenance carried out in accordance with sections 3.3.1 and 3.3.2.
Task Force	VPS' procedure for handling of a critical issue.
Maintenance	Minor changes or fault rectification that is not due to category 1 or category 2 Faults or Operational Faults, or product changes according to section 5.
VPS Client Service	The client service and support function that deals with inquiries from Account Operators about use of the Applications and interfaces provided by VPS, cf. section 5 below.
Operating Hours	The Applications and interface's operating hours as defined by Appendix A.

3. AVAILABILITY

3.1 Operating Hours

- 3.1.1 Applications and interfaces shall be available during the Operating Hours.

3.2 Uptime

- 3.2.1 The Applications and interface's Uptime is measured centrally by VPS. Downtime that is either wholly or in part due to Scheduled Maintenance or that is due to a situation beyond VPS' control is not included when calculating Uptime. The Uptime requirements are set out in Appendix A.

3.3 Maintenance windows

- 3.3.1 VPS may carry out Maintenance to the Applications and interfaces without prior notification during the maintenance windows set out in Appendix A.
- 3.3.2 VPS may close the Applications and interfaces during its Operating Hours by giving fourteen days' prior notice, including, but not limited to, on occasions when VPS has a particular need to carry out Maintenance to the Applications and interfaces. VPS shall not carry out Maintenance on working days between 08:00-17:00.

3.4 Changes to the Operating Hours, Uptime requirements and maintenance windows etc.

- 3.4.1 VPS shall according to VPS Rules section 1.3.2.1 notify changes to systems, communication and technical connections according to the SLA. VPS shall give the Account Operator at least one month's notice if it is to make changes to Appendix A (changes to the Operating Hours, Uptime requirements, maintenance windows, new or altered response times according to section 4.3.2.5, as well as changes to the operating hours of VPS Client Service). The requirement for at least one month's

notice to be given does not apply if the changes result from legislation, regulations issued according to legislation, or decisions or orders by the authorities, in which case changes shall be implemented before the deadline set by the legal basis for the changes at the latest. However, Account Operators shall also be informed in advance in such cases, and by the time the change is carried out at the latest.

- 3.4.2 VPS may extend Operating Hours for relevant Applications and interfaces at the request of an Account Operator. Extended Operating Hours refers to operating hours beyond what is defined as such according to Appendix A. An Account Operator must request VPS for extensions well ahead, and within 2 p.m. three working days ahead at the latest.
- 3.4.3 VPS assesses and determines requests for extended Operating Hours based on the capacity needs of VPS' production and other activities influencing VPS' systems, as well as resources available.
- 3.4.4 In extraordinary situations, VPS may grant requests to extend Operating Hours made on shorter notice than required according to section 3.4.2. Granting such requests are dependent on the Account Operator due to special circumstances has not been able to make its request in accordance with the deadline given in section 3.4.2., and that an extension is necessary to avoid negative consequences for VPS and the market.
- 3.4.5 Account Operators must request extended Operating Hours in writing via VPS' Client Service or the Account Operator's contact person. The request must detail which parts of the Applications and interfaces that will be affected, as well as giving the background for the request. Extended Operating Hours will be invoiced the Account Operator according to VPS' Price list. The Account Operator will be invoiced for the extension even when cancelled by the Account Operator, if the extension is already announced. The Applications and interfaces will then be kept open as announced.
- 3.4.6 The current applicable version of Appendix A is available on VPS' Website.

4. FAULT RECTIFICATION AND SUPPORT

4.1 Support

- 4.1.1 Account Operator shall provide support to its end customers.
- 4.1.2 Account Operator shall contact VPS Client Service if it requires assistance or if it wish to report a Fault or Operational Fault according to the rules set out below.

4.2 Fault Rectification Procedure

4.2.1 Requirements on notification

Account Operator shall have procedures for handling deviations that ensure that the Account Operator without delay may report technical or functional errors, or security vulnerabilities that the Account Operator discovers in VPS' Applications and interfaces or technical infrastructure.

Reports of faults shall be sent by email to VPS Customer Service, cf. section 4.4. Account Operator may report Faults or Operational Faults by telephone, but shall confirm such faults without unnecessary delay by emailing VPS Client Service. When a fault is reported verbally to VPS, VPS shall set in motion any actions that are required according to the categories set out in section 4.3. VPS may cancel any actions taken to rectify faults in response to reports of faults if no Fault or Operational Fault is found.

- 4.2.2 Account Operator shall always report critical Faults and critical Operational Faults verbally by telephoning VPS Customer Service. Without unnecessary delay, Reports of Faults shall then be confirmed by email to VPS Client Service.
- 4.2.3 Correspondingly, VPS shall notify Account Operator without unnecessary delay of Faults and Operational Faults of which VPS becomes aware, and that are of significance to Account Operator. Such notification shall be provided in the manner described in VPS Rules section 2.5.1.2..
- 4.2.4 VPS manages situations involving Faults in accordance with section 4.3.

4.3 Categories and types of Fault/degrees of severity

- 4.3.1 Faults and Operational Faults are categorised according to severity by reference to the impact that they make. VPS assesses how to categorise the severity of each individual fault situation by considering any information it has received from Account Operator and the circumstances in general. Once VPS has assigned a specific degree of severity to a fault situation, this governs its response and escalation time. VPS shall assign degrees of severity to fault situations without unnecessary delay and shall inform Account Operator of the degree assigned.
- 4.3.2 Faults and Operational Faults, response times and fault rectification

	Degree of severity	Description	Consequence of the Fault / Operational Fault	Response Time	Escalation
4.3.2.1	1	Critical	All or major elements of the functionality involved in Rights	Immediately	1 hour

			Registrations in VPS are not available or are not functioning in some other major manner.		
4.3.2.2	2	Serious	All or major elements of other major functionalities in the Applications and interfaces are not available, or are not functioning in some other major manner.	4 hours	4 hours
4.3.2.3	3	Less serious	Reduced availability of the Applications and interfaces that has a limited effect on Account Operator' business operations or ability to serve customers.	4 working days	4 working days

4.3.2.4 The times specified apply between 08:00-20:00 on working days. The categorisation does not include situations that are the subject of disaster management, cf. section 7.

4.3.2.5 The deadlines specified above for response times and escalation, apply in relation to the Applications and interfaces unless a Account Operator has agreed otherwise, or unless other arrangements in relation to a Subsystem are published on VPS' Websites.

4.3.3 VPS shall initiate fault rectification actions within the stated response time. If these actions have not resolved the Fault or Operational Fault by the deadline stated in the 'Escalation' column in the above table, the procedure set out in 4.3.4 shall be initiated.

4.3.4 If a fault situation is not resolved by the relevant deadline stated in the 'Escalation' column in the above table under section 4.3.2, VPS shall instruct its Task Force to act. Primarily, the Task Force shall seek to resolve the fault situation as quickly as possible. VPS, through its Task Force, is responsible for deploying such expertise as is required for the specific fault situation to be resolved and for providing Account Operator with necessary information. VPS's executive management group shall be notified of any situation requiring the Task Force to act.

4.3.5 This SLA exhaustively regulates the rights of the Customer in relation to Faults and Operational Faults in the relevant Applications and interfaces. If an Account Operator suffers losses as a consequence of a Fault or an Operational Fault, VPS' Rules section 2.5.13.2 shall apply.

4.4 VPS Client Service – operating hours and contact details

4.4.1 VPS Client Service's operating hours are stated in Appendix A.

4.4.2 VPS Client Service's contact details are stated in Appendix A.

4.4.3 Within VPS Client Service office hours, VPS has a duty to provide Account Operator with guidance regarding the performance of the functions that are within the scope of the Account Operator's authorisation. If possible, such guidance shall be provided as soon as requested or otherwise as quickly as is possible.

If VPS receives a request that is outside VPS' obligation to provide guidance, VPS will inform the Account Operator that further guidance may be provided for a fee. If the Account Operator chooses to receive further guidance, VPS will invoice the Account Operator according to VPS' Price list.

5. CHANGES TO THE APPLICATIONS AND INTERFACES

5.1. General

5.1.1. VPS shall inform Account Operator of changes to the Applications and interfaces in accordance with section 5.2 or 5.3.

5.1.2. In the event of changes being made to the Applications and interfaces, VPS shall update the User Documentation to the extent necessary. At the latest, VPS shall normally ensure that the User Documentation is updated by the point in time when the changes are made to the Applications and interfaces. If the User Documentation is not updated by the time the change is made, it shall be updated as soon as possible thereafter.

5.1.3. The current version of the User Documentation shall be available via integrated help functions in VPS' Applications and interfaces or in user manuals available on VPS' Websites.

5.2. Normal duty of notification

5.2.1. When making changes to the Applications and interfaces, VPS shall notify Account Operator as soon as possible, or one whole working day before a change is made, at the latest.

5.3. Duty of Notification regarding changes that require changes to hardware or software operated by Account Operator

5.3.1. When making changes to the Applications and interfaces that affect hardware or software operated by Account Operator, VPS shall notify Account Operator according to this section 5.3.

5.3.2. Notification according to 5.3.1 shall contain:

5.3.2.1. the point of time when the changes to the Applications and interfaces is scheduled to be released,

- 5.3.2.2. general user guidance and the essential technical specifications required by Account Operator be able to carry out changes to its hardware or software, and
 - 5.3.2.3. the period of time for which the current version of the Applications and interfaces will remain available (cf. section 5.4).
- 5.3.3. If the information according to section 5.3.2.2 is not ready at the time when Account Operator is notified, VPS may instead send a supplementary notification in sufficient time, taking into account the scope of the change, for Account Operator to make the required changes to its own systems. At the latest, this communication must take place one month before the end of the period for which the current version of the Applications and interfaces remains available, cf. section 5.4.
- 5.3.4. VPS shall notify Account Operator at least fourteen days before a change to the Applications and interfaces is released. VPS shall notify Account Operator if the release date for a change is postponed from the date stated when Account Operator was first notified.

5.4. Duty to keep the current version available

- 5.4.1. When making changes to the Applications and interfaces in accordance with section 5.3.1, VPS shall keep the current version available for six months following the date on which Account Operator are notified of the change.
- 5.4.2. Pursuant to section 5.4.1, VPS may decide that the current version will remain available for less than six months if VPS is of the opinion that the change will only require minor changes to Account Operator's hardware or software. If within three weeks of being notified that the current version will remain available for a shorter period, one or more Account Operators send VPS a reasoned written request for this period to be extended, VPS may decide to extend the period, but not for longer than six months. VPS shall notify other Account Operators immediately that the period for which the current version will remain available has been extended beyond the period originally announced.
- 5.4.3. The duty according to 5.4.1 to keep the current version available does not apply if the change only requires Account Operator to change web browser or is the result of changes to legislation or regulations issued pursuant to legislation.

5.5. Information requirement of changes at the Account Operator that affects VPS' systems

The Account Operator shall inform VPS of all changes that affects the Account Operator's use of VPS' Applications and/or interfaces, including changes in information/data/parameters, etc. as informed to VPS in connections with entering into agreements and orders. The obligation to inform changes applies both to circumstances on the Account Operator's side and circumstances related to third parties whose deliveries affects the Account Operator's use of VPS' Applications and/or interfaces.

Information of changes shall be done in writing and at the latest one month before the change take affect so that VPS is given the possibility to make necessary changes and adaptations.

6. TECHNICAL AND SECURITY REQUIREMENTS

- 6.1. Account Operator shall comply with the security guidelines and technical requirements set out by VPS in the Technical Manual.
- 6.2. Account Operator shall use hardware and software that satisfies the requirements of the Technical Manual, unless specifically agreed otherwise between the Account Operator and VPS.
- 6.3. VPS can make changes to the technical and security requirements by giving Account Operator three months' prior notice.

7. DISASTER PREPAREDNESS AND DISASTER RECOVERY PLANS

- 7.1. VPS shall have a disaster preparedness plan that meets requirements under CSDR and generally recognised international industry norms.
- 7.2. VPS shall ensure that the time between a Disaster occurring and the Applications and/or interfaces being able to receive Rights Registrations is kept to a minimum. This time shall normally not exceed two hours.
- 7.3. VPS shall inform Account Operator as soon as possible that a Disaster has occurred, and shall also inform of the point in time when it occurred.
- 7.4. Account Operator must make appropriate arrangements enabling it in the event of a Disaster or Fault situation at VPS, to repeat Rights Registrations carried out over the previous two-hour period, if VPS requests so due to VPS being unable to reconstruct these Rights Registrations itself.
- 7.5. Immediately upon being notified by VPS that normal service has resumed, Account Operator must contact VPS Client Service to check if Rights Registrations carried out before the point in time when the Disaster occurred, have been registered in the VPS Register. Account Operator has a duty to repeat the registration of any unregistered Rights Registrations.
- 7.6. In the event of a Disaster, the other duties that VPS has according to VPS' Rules for Registration Activities, or other agreements with Account Operator, which are impossible or exceptionally difficult for it to fulfil due to the Disaster, are suspended. VPS's duties cease to be suspended when the difficulties it was experiencing are resolved.