

Tototheo Maritime Standard Service Level Agreement (SLA)

1. Definitions

Company: means Tototheo Maritime Limited and any of its affiliated, associated, subsidiary or parent companies which shall provide the Services to the Customer.

Customer: means the person or legal entity leasing, purchasing or using the Services or as otherwise defined in the Main Agreement

Customer Support: means the standard technical support services provided to the Customer by the Company with regards to the Services.

Day or Working Day: means Monday through Friday from 8:30 a.m. to 5:00 p.m. in the Republic of Cyprus, excluding public holidays.

Effective Date: means the date as set out in the Main Agreement or as otherwise agreed between the Customer and the Company in writing.

Extended Support Agreement: means the additional agreement to be entered into between the Customer and the Company, which shall provide for additional support services as mutually agreed upon and shall contain applicable charges for said additional services.

Hour or Working Hour: means the Company's business hours, being Monday through Friday from 8:30 am to 5:00 pm, excluding public holidays.

Main Agreement: means the contractual arrangements in writing between the Customer and the Company with regards to the provision of the Services and shall include any annexes and/or schedules attached thereto including any separate terms and conditions to which the Main Agreement is subject to.

Priority Level: means the priority assigned to each Support Ticket by the Company as per clause 8 below.

Services: means the services and/or products as defined in the Main Agreement which shall be offered and provided to the Customer by the Company and may include services and/or products provided by Third Party Providers.

Support Ticket: means the issue reported by the Customer after it is provided with a unique number automatically assigned to the specific support request when it is entered into the Company's ticketing system.

Support Ticket Number: means the unique number automatically generated by the Company's ticketing system when (a) the Customer sends an email to satcom.support@tototheo.com reporting the issue or (b) the Customer reports the issue over telephone and the Company enters the information in the Company's ticketing system on behalf of the Customer.

Third Party Providers: means the proprietors of products, equipment, facilities, software, hardware, infrastructure, devices etc., which form part of the Services and which are not proprietary to the Company.

2. Agreement Overview

This Service Level Agreement (the “SLA”) documents the agreed Technical Support Services to be provided to the Customer by the Company which are required to support and sustain the Services provided by the Company to the Customer pursuant to the Main Agreement. For the avoidance of any doubt, the Customer Support and this SLA concern exclusively the Services as provided by the Company to the Customer. No other products or services, provided by third parties are covered under the scope of this SLA.

The SLA forms an integral and inseparable part of the Main Agreement made between the Customer and the Company.

3. Interpretation

All words and expressions defined in the Main Agreement, unless otherwise defined herein, shall have the same meaning when used in this SLA unless the context otherwise requires. To the extent that any of the terms and conditions contained in the SLA may contradict or conflict with any of the terms or conditions of the Main Agreement, it is expressly understood and stated that the terms of the SLA shall prevail and take precedence and supersede the Main Agreement.

4. Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent Customer Support and delivery to the Customer by the Company.

The **goal** of this SLA is to obtain mutual agreement for Customer Support provision between the Customer and the Company.

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of Customer Support service provision to the Company.
- Match perceptions of expected Customer Support service provision with actual Customer service support & delivery.

5. Validity

This SLA shall enter into force for an indefinite period of time which shall commence after the conclusion of the Main Agreement, in accordance with the Effective Date, and shall remain in force until termination of the Main Agreement to which it relates.

The SLA shall remain valid until superseded by a revised SLA issued by the Company and communicated to the Customer. Any changes made shall always enter into force for an indefinite period of time or until the next change or replacement.

6. Customer Support Agreement

The following detailed service parameters are the responsibility of the Company in the ongoing support of this SLA.

6.1. Customer Support Service Scope

Customer Support scope covers:

- (a) rectification of errors in the Services and/or restoration of Services in the event of outage in the Services caused by a fault in the Services
- (b) minor configuration of the Services

6.2. Customer Support Service Channels

The following Technical Support Services are covered by this SLA:

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available

6.3. Customer responsibilities and requirements

Customer responsibilities and/or requirements in support of this SLA include:

- Timely payment for any costs pertaining to the Customer Support, if applicable, at the agreed interval.
- Timely payment of all issued and undisputed invoices related to the Services, as per the payment terms of the Main Agreement.
- Reasonable availability of Customer's representative(s) when providing Customer Support, especially when troubleshooting and/or resolving a Support Ticket.
- Reasonable access to Customer's premises / products / equipment / server where the Customer Support is required.

6.4. Company's responsibilities and requirements

Company's responsibilities in support of this SLA include:

- Meeting response times associated with Support Tickets.
- Appropriate and timely notification to Customer for all scheduled maintenance.

6.5. Customer Support Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to Customer Support scope of services will be communicated and documented to the Customer.
- For Customer Support of cyber security related Services, it is assumed that the Main Agreement the Customer has entered into with the Company, includes relevant support services and is valid at the time the Support Ticket is raised.

7. Customer Support Management

Effective support of in-scope services is a result of maintaining consistent Customer Support service levels. The following sections provide relevant details on Customer Support service availability, monitoring of in-scope services and related components.

7.1. Customer Support Availability

Coverage parameters specific to Customer Support covered in this SLA are as follows:

- **Telephone support:** Monitored 24/7/365
Calls made to the support line should be reserved for Urgent issues only and when emergency assistance is required. In all other cases, a Support Ticket should be raised via the email support channel
- **Email support:** Monitored 24/7/365
Emails received will be collected and action taken in accordance to the Priority Level assigned to the Support Ticket. All emails should be sent to satcom.support@tototheo.com.
- **On site assistance:** If, in the Company's opinion, remote resolution by telephone or email is not possible, a certified engineer will be assigned to attend the vessel at such time as shall be mutually agreed between the Customer and the Company. The Customer undertakes to fully cooperate with the Company in this regard. The Company shall not be held responsible for any losses or damages sustained due to the Customer's lack of cooperation. For on-site assistance, additional charges apply.

8. Support Ticket Priority Levels

In support of the Customer Support outlined in this SLA, the Company will respond to Support Tickets submitted by the Customer in the following manner, depending on the Priority Level of each reported incident:

Severity Levels Description

- **Urgent: Complete Solution Down / Priority 1 Emergency**
Urgent or complete service(s) and/or product outages are problems that severely affect critical vessel functions, communication and operation capabilities. Priority 1 events require immediate corrective action, regardless of time of day, or day of the week. The Customer provides telephone call notification to the Company by calling the telephone number(s) listed in the table herein below and ensures 24/7 access to resources including access to system if needed. The Company provides a Support Ticket Number and responds within **two (2) Hours** from the Customer's call. In case of Priority 1 issues Customer must notify the Company via telephone call at the below number(s), unless circumstances do not permit the Customer to make a call, in which case email support may be used, including a clear description of the nature of the emergency:

Name	Telephone
Customer Support	+357 25 819509
Name	Email
Customer Support	satcom.support@tototheo.com

If no response is received within **two (2) Hours**, the Customer should escalate using the escalation matrix. Resolution target for Urgent severity cases is within **twelve (12) Hours** from initial receipt of Customer communications.

- **High: Business Critical / Priority 2 Emergency**

High severity issues occur where an important configurable feature set or part of the running configuration are not completely functional, causing critical business impact resulting in loss or severe corruption. The Company responds within **four (4) Hours** from receipt of the Customer's request. Customer provides appropriate access to resources. If no response is received within **four (4) Hours**, the Customer should escalate using the escalation matrix. Resolution target for High severity cases is within **fourteen (14) Hours** from initial receipt of Customer communications

- **Medium: Priority 3 Major Case**

P3 problems are major network issues requiring immediate attention where part of the feature is not completely functional. The issue is not Priority 2: Business Critical / Level 2 Emergency but the network performance is impaired. The Company responds within **twelve (12) Hours** from receipt of the Customer's request. If no response is received within **twelve (12) Hours**, the Customer should escalate using the escalation matrix. Resolution target for Medium severity cases is within **twenty four (24) Hours** from initial receipt of Customer communications.

- **Low: Priority 4 Minor Case**

P4 problems do not significantly impair the functioning of the system and do not significantly affect the provision of Services to the Customer. These problems are tolerable during system use. The Company responds within **twenty four (24) Hours** from receipt of the Customer's request. If no response is received within **twenty four (24) Hours**, the Customer should escalate using the escalation matrix. Resolution target for Low severity cases is within **forty eight (48) Hours** from initial receipt of Customer communications.

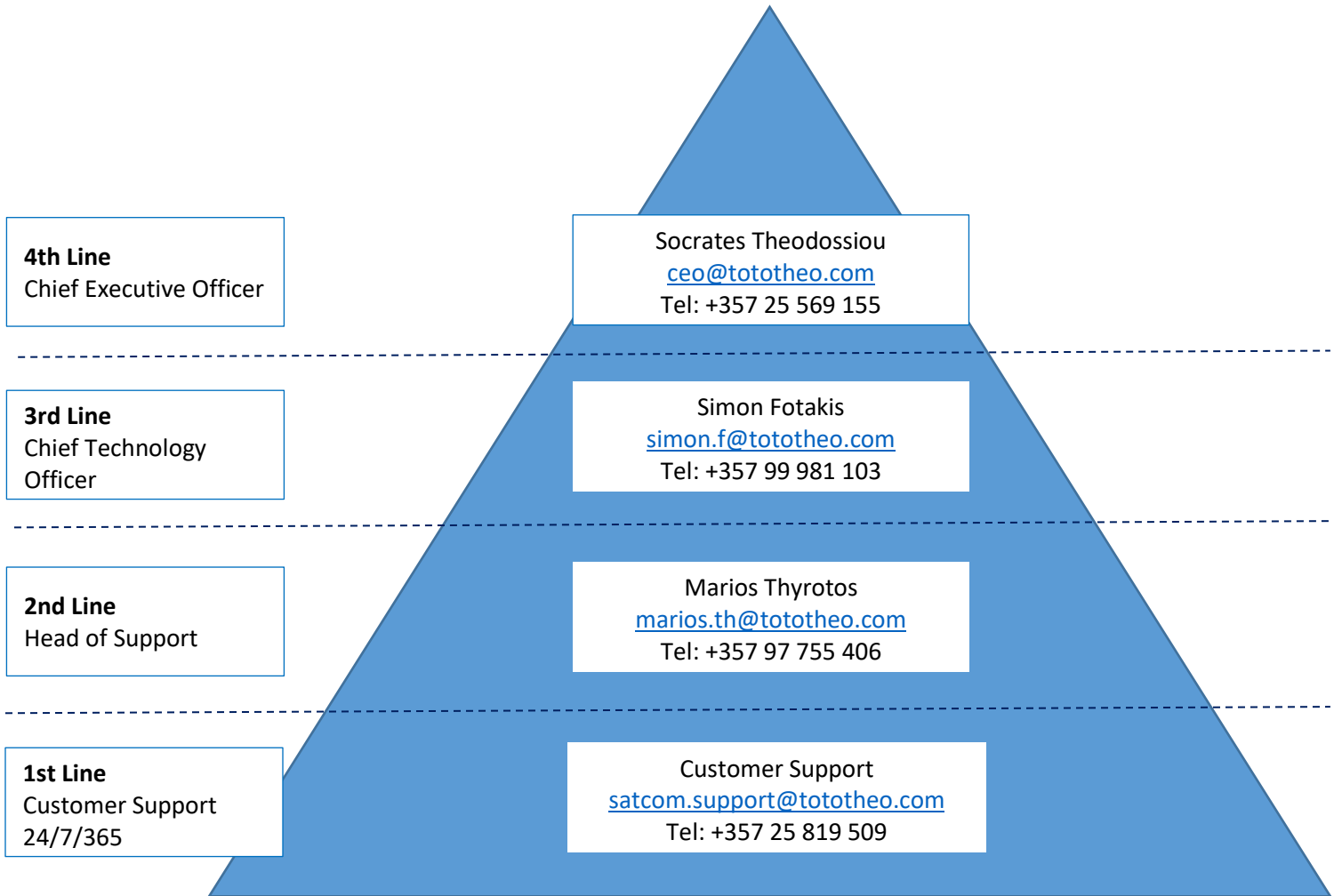
9. Escalation Procedure

Customer Support is reachable at the email and telephone number provided above and repeated here for ease of reference:

Email: satcom.support@tototheo.com

Telephone: +357 25 819509

Should the Customer be unable to reach any of the above or is unhappy with the progress of their Support Ticket the following escalation procedure shall be followed:



10. Acceptance and Signatures

For the Company: _____
Date: _____
Name: _____
Position: _____
Company Name: _____

For the Customer: _____
Date: _____
Name: _____
Position: _____
Company Name: _____