

# Octaos – Service Level Agreement (SLA)

Version 1.0 – Effective as of 1 January 2026

## 1 Definitions

**1.1 General.** The terms defined in this Section apply to this **Service Level Agreement ('SLA')**.

Capitalised terms not defined herein shall have the meaning given to them in the **Master Subscription and Services Agreement ('MSA')** or the **General Terms and Platform Policies ('General Terms')**.

**1.2 “Availability”** means the percentage of total minutes during a calendar quarter in which the Service is accessible and usable, excluding any period attributable to an **Excluded Event**, calculated as:

$$\text{Availability (\%)} = (\text{Total Minutes} - \text{Downtime Minutes}) \div \text{Total Minutes} \times 100$$

**1.3 “Covered Services”** means the SaaS services provided by Octaos that are expressly listed as being subject to this **SLA** in the applicable **Service Order Confirmation ('SOC')**.

**1.4 “Downtime”** means any continuous period of at least five (5) minutes during which the Service is **Materially Impaired**, unavailable, or inaccessible due to causes within Octaos's reasonable control. For this definition:

- **“Materially Impaired”** means that one or more core functionalities of the Service cannot be performed by the average user in a commercially practical manner.
- Downtime begins when the impairment is detected by Octaos's monitoring systems or when it is reported by the Customer and subsequently verified by Octaos.
- Downtime ends when the Service is restored to a level where it is reasonably usable for its intended functionality.
- Downtime does not include any period attributable to any **Excluded Event** as defined in Section 11.

**1.5 “Emergency Maintenance”** means maintenance that is required to address critical issues affecting security, stability, or performance, which cannot reasonably be delayed.

**1.6 “Excluded Events”** means the circumstances specified in Section 11 under which the Availability commitment and related remedies do not apply.

**1.7 “Incident”** means any event that disrupts or degrades the normal operation of the Service and requires investigation or corrective action.

**1.8 “Response Time”** means the period from when an Incident is reported by the Customer (or detected by Octaos) until Octaos provides acknowledgement and begins investigation.

1.9 **“Resolution Time”** means the period from the start of investigation until a permanent fix or temporary workaround is provided to the Customer.

1.10 **“Scheduled Maintenance”** means planned maintenance activities conducted by Octaos to update or improve the Service, as further described in Section 7.

1.11 **“Service Credit”** means the fee reduction available to the Customer as set out in Section 10, and which constitutes the Customer’s sole and exclusive remedy for failure to meet the Availability commitment.

In the event of conflict between the definitions in this **SLA** and the **MSA**, the definitions in the **MSA** shall prevail.

## 2 Scope

2.1 **Purpose of this SLA.** This **SLA** defines the availability, performance, and support levels applicable to Octaos’s subscription-based cloud services provided under the **MSA**.

This **SLA** is incorporated into the **MSA** and applies exclusively to **Covered Services**, as specified in the applicable **SOC**.

Nothing in this **SLA** creates or extends any warranty, representation, or guarantee beyond what is expressly set out in the **MSA**. In the event of conflict between this **SLA** and the **MSA**, the order of precedence set out in the **MSA** shall apply.

2.2 **Services Covered.** This **SLA** applies to all cloud-based subscription services made available by Octaos from time to time (‘**Covered Services**’).

The specific Services applicable to the Customer are those identified in the Customer’s **SOC(s)**.

This **SLA** governs the operational performance, availability, monitoring, and support commitments applicable to all Covered Services.

**SLA** performance and measurements are dependent on the Customer fulfilling its technical and operational responsibilities as set out in the **MSA**, this SLA, and the applicable **SOC**.

2.3 **Services Not Covered.** This **SLA** does not apply to professional services, consultancy work, custom development, data migration assistance, or any third-party systems, integrations, or infrastructure not operated or controlled by Octaos.

## 3 Availability

3.1 **Availability Commitment.** Octaos shall use commercially reasonable efforts to maintain an Availability of at least **99.5 %** for each Covered Service, measured over each full calendar quarter (Q1, Q2, Q3, Q4). This Availability Commitment excludes any period attributable to an **Excluded Event** as defined in Section 11 of this SLA.

3.2 **Availability Calculation.** Availability is calculated as follows:

$$\text{Availability (\%)} = (\text{Total Minutes} - \text{Downtime Minutes}) \div \text{Total Minutes} \times 100$$

For the purpose of this calculation:

- “**Total Minutes**” means the total number of minutes in the relevant full calendar quarter (Q1, Q2, Q3, Q4).
- “**Downtime Minutes**” means the total number of minutes of Downtime as defined in Section 1.4 for the same period.

**3.3 Commercially Reasonable Efforts.** Octaos operates the Services using industry-standard operational, technical, and organisational practices appropriate for reputable SaaS providers of comparable size and complexity. These commercially reasonable efforts support the Availability Commitment and include, without limitation:

- Continuous monitoring of service health and stability
- Timely deployment of security updates and critical patches
- Maintaining redundant infrastructure where applicable
- Applying established incident response and escalation procedures
- Using recognised engineering practices to restore functionality and minimise disruption

Commercially reasonable efforts **do not require Octaos** to:

- Provide unlimited resources or staffing beyond reasonable operational capacity
- Implement emergency fixes that introduce unreasonable technical risk
- Perform activities outside Octaos’s reasonable control
- Compensate for delays or failures caused by Customer environment or third-party systems, integrations, or infrastructure

**3.4 Relationship to Availability Commitment.** The commercially reasonable efforts described in Section 3.3 support—but do not expand, modify, or replace—the Availability Commitment set out in Section 3.1. The **Service Credit** described in Section 10 is the Customer’s sole and exclusive remedy for any failure by Octaos to meet the Availability Commitment.

**3.5 Cloud Service Characteristics.** The Customer acknowledges that the Services operate on cloud-based infrastructure and may be subject to temporary limitations or delays inherent to internet-based systems, including packet loss, network congestion, transient latency, or other conditions outside Octaos’s control. Such conditions do **not** constitute Downtime unless they meet the criteria set out in Section 3.2.

## 4 Service Availability Measurement Methodology

**4.1 Monitoring Systems Used.** Octaos measures Service Availability using automated monitoring systems that track uptime, response times, and service accessibility across key components of the platform. These systems constitute the authoritative source for Availability metrics under this SLA.

**4.2 Measurement Scope.** Availability is measured at the service endpoint level and reflects the Customer’s ability to:

- Access the Service’s primary user interface
- Authenticate and perform core actions
- Connect to relevant API endpoints

Failures attributable to Customer networks, devices, browsers, or third-party systems are not included in Availability measurements.

**4.3 Determining Start of Downtime.** Downtime begins when a Service impairment is:

- Detected by Octaos's monitoring systems
- Reported by the Customer through an official support channel

whichever occurs first, provided that the impairment is validated by Octaos as a Service interruption or material degradation.

**4.4 Determining End of Downtime.** Downtime ends when Octaos has restored the Service to a level where it is reasonably usable for its intended functionality, regardless of whether permanent or temporary remediation was applied.

**4.5 Partial Degradation.** A partial degradation counts as Downtime only if the impairment is **material**, meaning that it prevents key features from functioning as intended or significantly restricts the Service's normal operation.

**4.6 Excluded Measurements.** The following do **not** count as Downtime:

- **Excluded Events** as described in Section 11 of this **SLA**
- Issues caused by Customer's environment, configurations, firewalls, devices, browsers, or third-party integrations

**4.7 Calculation Authority.** If a disagreement arises regarding Availability calculations, Octaos's monitoring logs, system metrics, and incident records shall serve as the authoritative basis for determining actual Availability during the relevant period. Customer logs may be used as supportive evidence, but cannot override the authoritative monitoring logs maintained by Octaos.

## 5 Response and Resolution Times

**5.1 Support Availability.** Octaos provides technical support through its helpdesk during **regular business hours**, defined as Monday to Friday from **08:00 to 16:00 CET (UTC+1) / CEST (UTC+2)**, excluding Norwegian public holidays. Response Times and Resolution Times apply only during these Support Availability hours unless otherwise expressly stated in this **SLA**.

**5.2 Incident Classification.** Support requests are categorised by severity to ensure appropriate prioritisation and resource allocation. Each severity level includes a target **Response Time** and **Resolution Time**:

Severity	Description	Examples (Non-exhaustive)	Target Response Time	Target Resolution Time
<b>P1 – Critical</b>	Complete outage or loss of essential core functionality affecting all users. No reasonable workaround exists.	Service fully unavailable Login/authentication failures affecting all users API endpoints non-responsive Critical data corruption or inability to submit orders	1 hour	8 hours
<b>P2 – High</b>	Major functionality severely degraded or unstable, but basic operation is still possible. Workaround may exist but is not sustainable.	Significant performance degradation Major module unavailable (e.g. pricing engine, order sync) API degradation affecting integrations Frequent timeouts impacting large user groups	4 hours	24 hours
<b>P3 – Medium</b>	Partial loss of non-critical functionality, or issue with a stable workaround. Impact limited to specific features or user groups.	Errors in secondary features UI glitches preventing certain actions Incorrect but non-critical data shown Isolated integration issues	8 hours	3 business days
<b>P4 – Low</b>	Minor issues, cosmetic problems, or general questions. No material impact on service functionality.	Cosmetic UI errors Feature suggestions Non-blocking minor bugs	1 business day	Within the next scheduled release cycle

### 5.3 Definitions

- **Response Time** means the time from when Octaos receives an incident report until Octaos acknowledges the issue and begins investigation.
- **Resolution Time** means the time until Octaos provides either a **permanent fix** or a **temporary workaround** that restores acceptable service functionality.

**5.4 Best-Effort Availability Outside Support Hours.** Outside the Support Availability hours defined in Section 5.1, Octaos may, on a **best-effort** basis, monitor the Services and respond to incidents when practicable. Such best-effort assistance is **not guaranteed**, does **not form part of the SLA commitments**, and does **not** modify or extend the Response Times or Resolution Times specified in

this Section. Any support provided outside regular business hours is voluntary and at Octaos's discretion.

## 6 Communication Commitments

**6.1 Purpose.** This Section defines Octaos's commitments regarding operational communication, incident notifications, and service-related information shared with the Customer.

**6.2 Operational Notifications.** Octaos shall provide the Customer with minimum operational notifications limited to the following:

- **Scheduled maintenance** that is expected to affect Service availability.
- **Emergency maintenance** where immediate action is required to protect Service security or stability.

Beyond these mandatory notifications, Octaos shall respond to Customer inquiries regarding:

- **Service incidents** that materially impact functionality or availability.
- **Post-incident summaries** for confirmed P1 and P2 incidents, when requested by the Customer.

**6.3 Incident Communication.** In the event that Octaos confirms a Service outage or material degradation, Octaos shall:

- **Acknowledge the incident** in accordance with the Response Times set out in Section 5.
- **Provide essential status information** at reasonable intervals while the incident remains active.
- **Inform the Customer when normal service levels are restored**, including confirmation of resolution.

Upon the Customer's request, Octaos shall also provide further clarification regarding the nature of the incident, its impact, and the steps taken to restore Service functionality.

**6.4 Customer Responsibilities.** The Customer shall ensure that Octaos has up-to-date contact information for operational and technical notifications. Failure to maintain accurate contact details may delay communication and does not affect SLA calculations.

**6.5 Communication Channels.** Official communications under this SLA may be made through email or the Octaos support portal. Additional channels may be used upon the Customer's request or where mutually agreed.

## 7 Maintenance Windows

**7.1 Scheduled Maintenance.** Octaos may perform **scheduled maintenance** to deploy updates, apply security patches, or improve system infrastructure. Scheduled maintenance is normally carried out **outside regular business hours** to minimise the customer impact.

**7.2 Customer Notification.** Octaos is not required to provide advance notice of planned maintenance. Information regarding upcoming or ongoing maintenance will be made available to the Customer upon request.

**7.3 Routine Maintenance Window.** Routine maintenance may be performed during the standard maintenance window, which runs from **Friday at 18:00 until Sunday at 22:00 CET (UTC+1) / CEST (UTC+2)**. Within this period, Octaos may carry out updates, optimisations, and infrastructure work. Short service interruptions not exceeding ten (10) minutes per event, and not exceeding sixty (60) minutes in aggregate per maintenance window. Performance degradation or temporary unavailability during Scheduled Maintenance does not constitute Downtime.

**7.4 Emergency Maintenance.** Octaos may perform emergency maintenance at any time when necessary to address security vulnerabilities, performance issues, or system stability concerns. Octaos is not required to provide prior or subsequent notice of such maintenance, but will respond to Customer enquiries regarding the event.

## 8 Monitoring and Reporting

**8.1 Continuous Monitoring.** Octaos continuously monitors the performance, stability, and availability of the Services using automated monitoring systems and operational analytics. Monitoring is conducted to ensure early detection of service degradation and to maintain expected service levels.

**8.2 Availability and Incident Reporting.** Availability metrics and quarterly incident summaries may be provided to the Customer **upon request**. Such reports reflect service availability, recorded downtime, and incident classifications for the relevant period.

**8.3 Incident Logging and Analysis.** All incidents affecting the Services are systematically **logged, tracked, and analysed** by Octaos. Findings from this analysis are used to identify root causes and implement corrective or preventive measures to reduce the risk of recurrence.

**8.4 SLA Status Information.** **Current information** regarding **service availability, operational status, and any ongoing or historical incidents** relevant to applicable **service level commitments** is made **publicly available** by Octaos. The Customer may **at any time access up-to-date SLA-related status information** at the following webpage: <https://status.octaos.com/>. Information published on this page is intended to provide **transparency into service performance and incident handling**.

## 9 Security Commitments

**9.1 Purpose.** This Section outlines the security practices, controls, and obligations that govern Octaos's protection of systems, data, and service infrastructure.

**9.2 Security Measures.** Octaos implements and maintains industry-standard technical and organisational measures designed to protect the Services. These measures include, where relevant to Octaos's area of responsibility:

- Access controls and authentication mechanisms
- Encryption of data in transit and at rest (supported by underlying cloud-provider capabilities)
- Regular vulnerability scanning and application of relevant security patches
- Continuous system monitoring and incident detection
- Use of cloud-provider network controls, segmentation, and firewall protections
- Secure software development and deployment practices

**9.3 Security Incident Handling.** Octaos shall respond to confirmed security incidents affecting the Services according to established security protocols and notify affected Customers without undue delay, consistent with applicable data protection obligations. Octaos is not required to disclose information that would compromise the security of the Service, other customers, or Octaos's infrastructure.

**9.4 Customer Security Responsibilities.** The Customer is responsible for:

- Securing its own devices, networks, and user accounts
- Maintaining strong authentication policies for its users
- Controlling access rights and permissions within the Service
- Protecting API keys, credentials, and integration endpoints

**9.5 Relationship to DPA.** If any security incident involves **personal data**, the notification and cooperation procedures in the **DPA** shall apply and take precedence over the general processes described in this **SLA**.

## 10 Remedies

**10.1 Eligibility for Service Credit.** If Octaos fails to meet the **99.5% Availability Commitment** in Section 3 for a given full calendar quarter (Q1, Q2, Q3, Q4), the Customer may request **one (1) fixed Service Credit** for the affected Service. Only a single credit may be issued per quarter per Service. Availability levels below the target do not entitle the Customer to additional or incremental credits.

**10.2 Service Credit Amount and Limitation.** The Service Credit consists of a **five percent (5%) reduction** of the **monthly Service Fee** for the **specific Service** impacted during the quarter in which the Availability commitment was not met.

Service Credit:

- may **not exceed** 5% per affected Service per quarter,
- **do not accumulate**, and
- **cannot be carried over**, transferred, exchanged for cash, or applied to other Services.

**10.3 Credit Request Procedure.** To receive a Service Credit, the Customer must submit a written request to Octaos **within thirty (30) days** following the end of the affected quarter. Requests submitted after this period are deemed waived, and no credit will be issued.

**10.4 Exclusive Remedy.** The Service Credit described in this Section constitutes the Customer's **sole and exclusive remedy** for any failure by Octaos to meet the Availability commitment set out in this SLA. The Customer shall not be entitled to any **other form of compensation**, including but not limited to **refunds, price reductions, penalties, damages, loss-based claims, consequential losses, or any other contractual, statutory, or tort-based remedies** arising from or related to Service Availability.

Service Credit shall not apply in relation to any Downtime attributable to Excluded Events, Scheduled Maintenance, or Emergency Maintenance.

No additional rights, remedies, or claims—whether monetary or non-monetary—shall arise from any deviation from the Availability commitment beyond the fixed Service Credit expressly provided herein.

This SLA does not create any warranty or guarantee beyond what is expressly stated in the MSA.

## 11 Exclusions

**11.1 Scope of Excluded Events.** The **Availability Commitment** and **Service Credits** do not apply to any **Downtime**, performance degradation, or service interruption resulting from circumstances **outside Octaos's reasonable control or responsibility**. The following events are expressly defined as **Excluded Events** and are not included in any SLA calculations:

(a) **Customer-Controlled Conditions.** Any failures, errors, or configuration issues arising from the **Customer's own environment**, including:

- devices, browsers, operating systems, or local software;
- network settings, firewalls, VPNs, proxies, or security controls;
- incorrect data, permissions, credentials, or user administration;
- failure to comply with **Octaos's technical requirements**, documentation, or operational guidance.

(b) **Customer Third-Party Systems and Integrations.** Failures, delays, or interruptions caused by **systems, APIs, or services not operated or controlled by Octaos**, including:

- ERP systems, payment providers, identity providers, or external data sources;
- Customer-controlled middleware, automation, or custom integrations;
- integrations, connectors, or extensions built or maintained by the Customer or its partners.

(c) **External Network or Internet Infrastructure Failures.** Failures, outages, or instability affecting:

- the **public internet**, internet backbone, DNS, or ISP networks;
- routing paths, connectivity routes, or transit segments between the Customer and Octaos;
- network infrastructure **not operated by Octaos**.

(d) **Cloud Hosting and Third-Party Infrastructure Providers.** Downtime or degradation originating from underlying **cloud hosting or infrastructure providers** used by Octaos, including regional outages, platform failures, degraded performance, or service interruptions.

Such events are excluded unless directly caused by Octaos's failure to **configure, maintain, or operate** the hosting environment in accordance with commercially reasonable standards.

Octaos does not guarantee **multi-region redundancy** unless expressly stated in the applicable **Service Order Confirmation**.

(e) **External Security Incidents and Malicious Events.** **Security incidents, denial-of-service attacks**, or other **malicious external events** not caused by Octaos's failure to maintain **commercially reasonable security measures**.

(f) **Maintenance Windows.** Any **Scheduled Maintenance** or **Emergency Maintenance** as defined in Section 7 of this **SLA**, to the extent such maintenance occurs outside the **regular business hours** set out in Section 5.

(g) **Pre-Release or Non-Production Features.** Any issues related to **beta**, trial, pilot, evaluation, sandbox, development, or “**preview**” features or environments, including experimental or **AI-driven functionality** made available prior to full production release.

(h) **Contractual Non-Compliance.** Any suspension, limitation, throttling, or termination of access resulting from the Customer's **breach of the MSA** or the **General Terms**, including but not limited to:

- **non-payment;**
- **misuse** of the Services;
- violation of acceptable use or platform policies.

(i) **Force Majeure Events.** Any events described in the **Force Majeure clause of the MSA**, including natural disasters, acts of war, terrorism, pandemics, governmental actions, or other circumstances **beyond Octaos's reasonable control**.

## 12 Revisions

**12.1 Right to Update this SLA.** Octaos may update or modify this **SLA** from time to time to reflect service improvements, operational changes, or updates to underlying technologies or processes.

**12.2 Availability of Current Version.** The most current version of this **SLA** is always available at [octaos.com/sla](http://octaos.com/sla), and replaces all previous versions from its effective date.

**12.3 Notification of Material Changes.** Customers will be notified in advance of any material changes to this **SLA**. A “material change” includes, without limitation, any modification that reduces the Availability Commitment, alters Response or Resolution Times, changes the scope or calculation of Service Credits, or otherwise materially affects the Customer’s rights or obligations under this **SLA**. Such changes will not apply retroactively and will take effect only from the date stated in the notice provided to the Customer.

## 13 Contact

**13.1 Purpose of Contact Information.** This section identifies the official communication channels for all matters related to this **SLA**, including incident reporting, service-level inquiries, and requests for clarification.

**13.2 Contact Details.** The Customer may contact Octaos regarding this **SLA** using the following information:

- **Entity:** Octaos AS – SLA and Support Contact
- **Email:** support@octaos.com
- **Support Portal:** <https://support.octaos.com>
- **Phone:** +47 404 11 181
- **Address:** Bjørnafjorden Gründerpark, Torggata 14, 5200 Os, Norway

**13.3 Communication Requirements.** All communications under this **SLA** shall be made in writing and directed to the contact details provided above, unless the Parties expressly agree otherwise in writing.