



Broadcast Control System (BCS)

NRK 2023-1264

SSA-V Appendix 5 – Service level with standardised price reductions

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1 INTRODUCTION

The service level described in this Appendix is required for maintenance and support of the BCS solution.

The Contractor shall provide relevant information, as far as possible, where requested.

Text inserted by the Contractor should be marked with blue font.

Note: the remaining descriptions of this Appendix will be clarified during the negotiation phase.

The table below contains definitions of terms applied in this Appendix.

Term	Definition
Scheduled maintenance	Pre-notified work performed by either the Contractor or Customer within the maintenance window. Scheduled maintenance also includes customer-specific maintenance outside the maintenance window if the Customer has requested this. Scheduled maintenance should not have impact on the uptime of the BCS solution.
Response time	The elapsed time between an inquiry or incident and the beginning of the Contractor's support staff has started troubleshooting or analysing the incident.
Resolution time	The elapsed time between an inquiry or incident was reported until the event has been resolved or a "workaround" has been implemented. For A and B errors resolution time 24/4 applies, for C errors resolution time working days apply.
Measurement period	The measurement period for all the services in this document is monthly (per calendar month), measured 24/7.

2 SERVICE LEVELS AND RESPONSE TIME

2.1 User support (clause 2.2.4)

The table below indicates the response time for daily requests;

Request type	Response time	Resolution time (if relevant)	Reporting requirements
Service request and support	5 working days	Next maintenance release or upon agreement	Regular status meeting or upon agreement

The Contractor shall respond on their ability to fulfill the requirement set above.

[Contractor's response:](#)

2.2 Error handling (clause 2.2.5)

The BCS solution is mission critical for the Customer and it is of high importance to keep the number of incidents low and short response times for support requests is expected. The table below describes Customer's preferred response and resolution times.

The Contractor shall describe and classify any deviations in their offered service level.

Error type	Response time	Resolution time	Reporting requirements
Critical error (A)	30 minutes or better	1 hours	Every 30 minutes, and when new information is available
Serious error (B)	1 hour	8 hours	Every 4 hours
Less serious error (C)	Next working day	Five (5) working days unless otherwise agreed	Regular status meeting

If an incident categorized as a level A error is solved with a workaround, it will transition to a level B error until a permanent fix is implemented.

Support must be available with competent resources 24/7-365. A hotline telephone number for reporting critical (level A) issues is preferred. Contact information to be provided according to SSA-V Appendix 6.

Type of communication	Maximum response time
Phone/Chat/video	30 minutes
Support portal/e-mail within office hours	1 hour
Support portal/e-mail outside office hours (next working day)	2 hours

When serious and critical system errors occur (or re-occur), it may require joint troubleshooting between the Contractor, the Customer and/or other third parties. In such scenarios it is preferred to establish a common communication platform, using established routines for chat, video conference etc. This allows for rapid onboarding of relevant resources in both ends and secures a close communication. The Contractor shall outline their routines in SSA-V Appendix 6. The Contractor shall respond on their ability to fulfill the requirements set above.

[Contractor's response:](#)

3 SERVICE LEVEL AND COMPENSATION

Service Level Measurement

Service Level Measurements must be able to document actual reduction of service or actual downtime on the system/application. Measurement of ping and monitoring of hardware is not sufficient to give a real result.

The Contractor is responsible for providing metrics and data, enabling measurement of the actual service provided by the system.

The Contractor will describe proposed measurement methodology, what to measure and how. That is, the description of tools used and how this is used.

The Costumer expects description of method within this area (given as an example):

The calculation period for availability is made according to the following formula:

$$A = (1 - ((D-P)/O)) \times 100$$

A = Availability

P = Planned downtime in connection with work in agreed service window

O = Operating time in minutes

D = Downtime - The time the Solution has been unavailable

Downtime (D) is the time in minutes that the solution is not available. Downtime (D) is not the time in minutes the solution is not available, if there is force majeure, or other conditions beyond the Contractor's control.

Uptime and downtimes are given in whole minutes.

Customer shall approve measurement methodology during the installation phase.

Requirements for precise calculation of presented target number:

- Formula calculation method must be accurate and correct
- Suitable and consistent with measurement/definition
- Consider all contractual forms of downtime

[Contractor's response:](#)

3.1 Guaranteed uptime/availability

The BCS solution provides a mission critical service for the Customer and unscheduled downtime affecting the Customer's ability to broadcast cannot be accepted. We acknowledge that computers and servers may have errors or stop working, thus it is vital that the Contractor always prioritizes the customer's ability to broadcast when performing maintenance, does architectural changes or when providing support.

[Contractor's response:](#)

Please describe the anticipated need for scheduled maintenance that will affect the service provided by the BCS system. If any, please also describe any reduction of service as a consequence of the maintenance.

[Contractor's response:](#)

3.2 STANDARDISED DAMAGES AND HOURLY LIQUIDATED DAMAGES (CLAUSE 11.4.3)

The Contractor shall describe the sanction regime and the level of compensation for service level breaches. The Contractor may suggest other ways to reimburse the Customer as part of the negotiations.

The Contractor may change (highlighted blue) in the tables below.

Compensation shall be in % of monthly remuneration.

3.2.1 Breach of guaranteed uptime

Specification	Minimum uptime %	Sanction
Unplanned reduction of service	99,9995	5%

	99,9990	10%
	99,998	20%
	<99,997	30%
Scheduled work resulting in reduction of service	99,995	5%
	99,993	10%
	99,991	20%
	<99,990	25%

The shaded area in the table above is considered material breach of contract and gives the Customer the right to terminate the Agreement and claim damages if the deviation occurs for 2 consecutive months or 3 months per year.

3.2.2 Violation of guaranteed error correction time

Specification	Sanction
A – Critical errors – solution time	1,0%
B – Major errors – solution time	0,5%
C – Minor errors – solution time	0,2%

The hourly compensation shall accumulate automatically and amount to the percentage in the table above of the overall monthly consideration, excluding Value Added Tax, for each hour, or part thereof, of delay.

The hourly compensation shall accumulate 24/7-365 for A and B errors. Hourly compensation shall only accumulate during ordinary working hours for C errors.

The liability for accumulated hourly compensation may not exceed 60 percent of the monthly consideration per instance of breach of contract and 15 percent accumulated of the annual consideration.

3.2.3 Violation of response time

Service level	Specification	Sanction
Violation of guaranteed average response time support (cf. section 2.1)	Contact support by phone, chat, or e-mail	0,2%

The liability for accumulated hourly compensation may not exceed 60 percent of the monthly consideration per instance of breach of contract and 15 percent of the annual consideration.

3.2.4 Material breach of Agreement

If the total compensation exceeds 70% of the monthly consideration, it is considered material breach of contract and gives the Customer the right to terminate the Agreement and claim damages if the deviation occurs for 2 consecutive months or 3 months per year.

[Contractor's response:](#)