

ANNEX II – SLA

SPACEWELL ENERGY SUPPORT SERVICES SCHEDULE

This support service schedule covers the levels of service and support that can be expected in relation to the SPACEWELL ENERGY Platform. The purpose of this service schedule is to ensure high quality and timely delivery of technology services to SPACEWELL ENERGY partners and customers.

How to contact us:

Free Intranet Technical Support	http://support.dexma.com
Free Technical Email Support	support.energy@spacewell.com
Hot line (when subscribed)	(+34) 931810195 – from 09h00 to 18h00 (GMT+1)

Definitions:

“Force Majeure” means any event beyond SPACEWELL ENERGY'S control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, epidemics, riots, governmental actions, acts of civil or military authority, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

“Supported Incident” or **“Issue”** means either

- (a) a failure of availability SPACEWELL ENERGY Platform (“Platform”); or
- (b) a failure of the SPACEWELL ENERGY Technology underlying the SPACEWELL ENERGY Service (“Software”) to conform to the specifications set out in the Documentation, resulting in the inability to use, or restriction in the use of, the Software and SPACEWELL ENERGY Service.

“Resolution” means either a modification or addition that, when made or added to the Platform or Software, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Platform or Software, eliminates the practical adverse effect of such Supported Incident. “Resolution” includes patches and bug fixes.

1. Service levels. We provide the following service levels:

a) Service Availability: We endeavour to provide 24/7 on demand service. We will not schedule downtime during normal work hours (07.00-20.00h, weekdays Monday-Friday inclusive), or peak usage hours for the Service.

b) Service Reliability: We guarantee 99.5% uptime of the Service Platform on a yearly basis, except scheduled outages and Force Majeure. Each scheduled outage will be below 4 hours per month, not to exceed six (6) events/month. We will provide at least 48 hours notice of any scheduled outages.

c) Service Maintainability: Unscheduled outages will be resolved with 6 hours from the notification of any outage, unless otherwise notified to Customers, in particular in the event of force majeure.

d) Data Backups: backups of customer data are made in real time, with two replica databases which are constantly updated. One of the replica databases has an identical copy, the other one has an 8 hour delay copy, which means it has an exact copy of the data that the primary database had 8 hours ago. Each one of the 3 databases is running in a different physical machine, all of them with RAID 1 disk replication, and all of them in the same data center.

e) Data Recovery: If the SPACEWELL ENERGY Service fails because of a failure of us or a third party hosting the Platform and requires data recovery, there will be no charge for data recovery services using the backup/restore procedures enabled for SPACEWELL ENERGY.

2. Support Services. Support Services for the SPACEWELL ENERGY Service (“Support Services”) include the deployment of Resolutions to Supported Incidents in relation to the Platform and Software.

3. Contacting us. Unless otherwise agreed by the Parties, all Support Services are offered to designated technical support contacts, via a SPACEWELL ENERGY Partner, through the online "Support Portal" secure access to which is included in the Partner Agreement. Procedures for accessing the Support Portal for managing this support will be provided to you in the Documentation. The Support Portal will be available 24x7 except for scheduled maintenance and excluding any unexpected reasons that may cause the site to be offline, in which case we undertake to do our best to bring the site online as quickly as possible.

4. Non-supported incidents. Please note that the Support Services do not include:

- a) **Technical Assistance:** Questions about product usage, configuration or custom development support (such as your customizations of any interface to the SPACEWELL ENERGY Service or your integrations of the Service with your or third-party developed software or data), or non-bug related technical problems.
- b) **Enhancement Request:** A lack in current features of the SPACEWELL ENERGY Service requiring new programming, and/or requests for product enhancements
- c) **Other requests:** Any other requests different from those defined at "Supported Incidents".

These questions fall outside the scope of the Support, determined at our reasonable discretion, and support for these types of requests can be delivered through SPACEWELL ENERGY Partners or SPACEWELL ENERGY's own Professional Services offerings (such as first level Technical Assistance, Training, Specialized Consulting or Outsourcing services). However, we may review such additional support requests, which may be included in the subsequent product release, at our discretion. Our decision regarding these requests will be notified to you.

5. Resolutions and Severity levels. We will make commercially reasonable efforts to respond to Supported Incidents and deploy a Resolution designed for resolving an Issue reported by you in accordance with the Service Table set out below. When logging an Issue, a priority level must be designated, as described below in the Table, subject to our final decision on this level.

6. Technical Support Contacts. Support Services will be accessible by the number of designated contacts ("Technical Support Contacts"). SPACEWELL ENERGY Partners and direct Clients may modify their designated Technical Support Contact/s at any time during the term of the Agreement by confirmed email to us, or via the Support Portal. Technical Support Contact/s will be the only interface to the Support Services. Designated Technical Support Contacts must hold a valid *SPACEWELL ENERGY Certification* title (or having the benefit of the training pack for SPACEWELL ENERGY Partners) and be members of an official SPACEWELL ENERGY Partner Program. In the event that your Technical Support Contacts are no longer members of this Program, we will indicate to you a selection of alternative official Partners through which Support Services may be requested.

7. Conditions for Providing Support. Our obligation to provide Support Services is conditioned upon the following: (a) in relation to the Software, the Client end-user and/or its SPACEWELL ENERGY Partner ("You") make reasonable efforts to correct the Issue after consulting with us, if your involvement is required; (b) You provide us with sufficient information and resources to identify and correct the Issue via the Support Portal, as well as access to personnel, hardware, and any additional software involved in discovering the Issue (if required); (c) You procure, install and maintain all equipment, telephone lines, communication interfaces, operating environment software and hardware necessary to access correctly the Service.

8. Exclusions from Support Services. We are not obligated to provide Support Services in the following situations:

- a) Non-supported incidents referred to in section 3 above.
- b) The Supported Incident is caused, by Your integration with the Service (API integration, etc.), negligence, hardware malfunction or other causes beyond our reasonable control;
- c) The Supported Incident is caused by third party software accessing the Service that is not licensed by or through us; or
- d) Any Subscription Fees for Your obtaining the benefit of Support Services are pending.

9. Suspension and Termination of Support Services. We reserve the right to suspend performance of the Support Services if You fail to pay any amount that is payable under the applicable service agreement when such amount becomes due.

Support Table

Severity Issue level	Issues / Events	SPACEWELL ENERGY support response	Method of Contact	Initial Response Time	Target Max. Resolution Time	Contact Frequency
Critical	A Critical Issue means that - Service is severely impacted or completely down. - Critical service operations or functions are down. - Entire customer deployment efforts are blocked.	SPACEWELL ENERGY will (1) assign specialist(s) to correct the Issue on an expedited basis; (2) provide ongoing communication on the status via email and/or phone as per customer preference (3) start work towards identifying a temporary workaround or fix.	Log problem directly through online access to the SPACEWELL ENERGY Support portal. You may request SPACEWELL ENERGY to respond via phone if available in your support plan	1 Business Day (BD)	6-1 Business Day (BD)	Status is updated on a daily basis.
Major	A Major Issue means - The Service is functioning but with limited capabilities. - The Service is unstable with periodic interruptions. - Critical functions, while not being affected, have experienced material service interruptions. - There is a time sensitive question impacting performance or deliverables to End-Clients.	SPACEWELL ENERGY will assign a specialist to begin a Resolution, and will provide additional, escalated procedures as reasonably determined necessary by SPACEWELL ENERGY Support Services staff.	Idem	3-1 Business Day (BD)	6 Weeks	Status is updated on a weekly basis.
Minor	A Minor Issue means - There are errors causing partial, non-critical functionality loss (impairs some operations but allows the customer to continue to function). - There is a need to clarify procedure or information in documentation. - There are errors in service that may impact performance deliverables.	Idem	Idem	1 Week	3 Months	None
Trivial	A Trivial Issue means There are errors in system development that have little to no impact on performance.	Idem	Idem	None	None	None
Feature Request	A Feature Request means There is a request for a product enhancement.	SPACEWELL ENERGY will respond regarding the relevance and interest in incorporating such a feature	Idem	None	None	None