
Service Level Agreement

Definitions

“**Actual Uptime**” means Scheduled Uptime minus any Outages.

“**Available** or **Availability**” means the amount of time that the Cloud Services are available for use by a Named User for any month during the Term. It will be expressed as a percentage based on the following calculation:

$$\text{Availability} = (\text{Actual Uptime divided by Scheduled Uptime}) \text{ multiplied by } 100$$

“**Critical Issue**” means an issue with the Cloud Services that causes the entire Cloud Services to be unavailable, or a severe performance degradation that makes the entire Cloud Services unusable.

“**Outage**” means any interruption of the Cloud Services (other than as a result of a Force Majeure Event) for more than 30 minutes during which:

- a. a Named User is unable to access the Cloud Services; or
- b. the performance of the Cloud Services is sufficiently degraded such that a Named User is unable to use the Cloud Services for the intended purpose.

“**Scheduled Outages**” means any Outage that is scheduled by Energy Exemplar in advance.

“**Scheduled Uptime**” means the amount of time that the Cloud Services are scheduled to be Available, deducting time for any Scheduled Outages.

1. Availability

- a. Energy Exemplar will use reasonable efforts to make the Cloud Services Available 24 hours a day, 365 days per year. If Energy Exemplar fails to meet the Availability target set out in clause 3.a of this Service Level Agreement, the Customer will be eligible to claim Service Credits in accordance with this Service Level Agreement.
- b. Energy Exemplar will use reasonable efforts to provide at least 24 hours prior notice of any Scheduled Outage.

2. Response Time

- a. Energy Exemplar will use reasonable efforts to respond to any Critical Issues regarding the Cloud Services raised by the Customer within four hours of notification of the Critical Issue from the Customer to Energy Exemplar (“**Response Time**”). If Energy Exemplar fails to meet the Response Time target for Critical Issues set out in clause 3.b of this Service Level Agreement, the Customer will be eligible to claim Service Credits in accordance with this Service Level Agreement.
- b. For any issue with the Cloud Services that is not a Critical Issue, Energy Exemplar will use reasonable efforts to respond to the Customer in a reasonably prompt time after notification of the issue by the Customer, having regard to the severity and priority of the relevant issue.

3. Service Credits

- a. If the Availability of the Cloud Services falls below 99.5% for any given quarter during the Term, the Customer may notify Energy Exemplar of the failure within 5 Business Days of the end of the applicable quarter with specifics regarding the Errors that caused the

failure. If Energy Exemplar confirms that the Availability fell below 99.5% for that quarter, Energy Exemplar will pay to the Customer a Service Credit of 5% of the Cloud Fees for that quarter. Performance reports are accessible in real-time and are updated monthly on status page made available as part of the Cloud Services.

- b. If Energy Exemplar fails to meet the Response Time for any Critical Issue in any given quarter during the Term, the Customer may notify Energy Exemplar of the failure within 5 Business Days of the end of the applicable quarter with specifics as to the failures to respond within the Response Time. If Energy Exemplar confirms that it failed to meet the Response Time for a Critical Issue in that quarter, Energy Exemplar will pay the Customer a Service Credit of 5% of the Cloud Fees for that quarter.
- c. Energy Exemplar will pay any Service Credits that are due to the Customer pursuant to this Service Level Agreement within 60 days of the determination by Energy Exemplar that the Service Credit is due and payable.
- d. Notwithstanding anything to the contrary in this Service Level Agreement or the Agreement, the Customer will only be eligible to receive a Service Credit up to 3 times during the Term.