

GridPoint, Inc.
Technical Support Policy

This Technical Support Policy shall govern technical support provided by GridPoint, Inc. (“**GridPoint**”) or Service Provider to Customers who purchase Energy Management Services and shall only be valid or incorporated into any Agreement between Service Provider and Customer if specifically referenced and stated as such therein. Customer support services shall only be made available during the Access Term, provided that there are no outstanding undisputed amounts due to Service Provider. Service Provider may, from time to time, update this Technical Support Policy and will provide notice to Customer of any such revisions. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement between the Customer and Service Provider referencing this policy. Unless otherwise stated in the terms of any agreement between Service Provider and Customer, Service Provider’s Technical Support Policy is as follows:

1. **Support.** During the Access Term, Service Provider will assist Customers in operating Service Provider products in accordance with product specifications (“**Customer Support**”). In the event a Customer experiences technical difficulties with the Equipment or Software, Customer Support shall be performed as provided below. In order to receive Customer Support for a given site, Customer must have an active subscription for Subscription Services covering such site.
2. **Telephone and Email Support.** Service Provider shall make available an email address (the “**Support Email Address**”) and telephone number (the “**Customer Support Telephone**”) for calls requesting Customer Support. The current Customer Support Telephone is 1-866-800-8906 and the current Support Email Address is support@gridpoint.com.
3. **Support Hours.** The Customer Support Telephone shall operate 24 hours a day, 7 days a week, 365 days a year.
4. **Problem Severity Levels.** Service Provider shall respond to support requests as follows:

Severity 1: Severe Business Impact

- Meets the following requirements: A critical operational or safety issue that makes the Equipment or Software unavailable, inoperable, or significantly degraded and affecting site operations. There is no acceptable workaround to the problem.
- Initial Customer Call Back Target: 60 minutes (7x24 basis)
- Recovery/Resolution Target: 24 hours (7x24 basis)

Severity 2: Major Business Impact

- Meets the following requirements: A major or critical function of the Equipment or Software is unavailable or significantly degraded and affecting site operations. There is an acceptable workaround.
- Initial Customer Call Back Target: 60 minutes (7x24 basis)
- Recovery/Resolution Target: 48 hours (7x24 basis)

Severity 3: Minor Business Impact

- Meets the following requirements: Issue involves minimal end-user or operational impact. There is an acceptable workaround.
- Initial Customer Call Back Target: Next Business Day
- Recovery/Resolution Target: At Service Provider’s discretion, including resolution in a future software or firmware release.

Severity 4: Little or No Business Impact

- Meets the following requirements: Has no impact on the operations or end user’s ability to perform their job. There is an acceptable workaround.
- Initial Customer Call Back Target: Next Business Day
- Recovery/Resolution Target: At Service Provider’s discretion, including resolution in a future software or firmware release.

5. **Support Outside Access Term and Warranty Period.** For Customers who are outside of both the Access Term and Warranty Period, Customer Support shall be provided at the then current support rate (“**Support Rate**”). The current Support Rate is \$75/hour, billed in 30-minute increments. The time spent for all actions for a single, closed ticket shall be added and rounded to the nearest 30-minute increment for billing purposes. All tickets awaiting customer response after 90 days of inactivity will closed and billed accordingly.
6. **Installation Support.** Installation support for cases where Customer opted to perform installation with their own resources shall be provided at the Support Rate.
7. **Standard Maintenance Windows.** Service Provider support personnel shall conduct regular maintenance during standard four (4) hour maintenance windows (“**Standard Maintenance Windows**”). The current maintenance windows are Wednesday nights from 10:00 PM to 2:00 AM Eastern Time and/or Saturday nights from 10:00 PM to 2:00 AM Eastern Time. Any requests to suspend or delay the maintenance window shall be made in writing to the Support Email Address at least forty-eight (48) hours in advance of the Standard Maintenance Window. Such requests shall be considered but may or may not be honored at the sole discretion of Service Provider. Standard Maintenance Windows may be updated from time to time at Service Provider’s sole discretion.
8. **Emergency Maintenance Windows.** Every effort will be made to conduct system maintenance during Standard Maintenance Windows. On rare occasions, conditions may require that Service Provider support personnel conduct maintenance resulting in system downtime outside of the Standard Maintenance Windows (“**Emergency Maintenance Windows**”).

9. Customer Contact Method. Service Provider personnel shall communicate with Customer's user community regarding upcoming release functionality, a change to Standard Maintenance Windows, and Emergency Maintenance Windows. Email shall serve as the means of such communication. Customer shall maintain a valid email address for each user for communication through user profile settings accessible within the Software.
10. Firmware Updates. During the Access Term, Service Provider shall provide Firmware updates periodically for installed Equipment. The availability of firmware may be limited by the installed Equipment. Features and support may be limited if Customer declines or delays installation of updated firmware.
11. Minimum User Operating Platform Requirements. Service Provider's web-based system requires that Customer computers used to access the system meet minimum technical requirements for browsers, operating system, memory, and plug-in components. Service Provider shall provide a copy of the most up-to-date technical requirements to Customer.