



Customer Support Policy

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

Support: During the Subscription Term, GridPoint will assist customers in operating the Equipment and Software in a manner that materially complies with its product specifications (the "Support"). If the Customer experiences technical difficulties with the Equipment or Software, Support will be performed by GridPoint's Support Team via email, phone or facilities management services (FMS) ticket for all defined Severity Levels. GridPoint will make available an email address (the "Support Email Address") and telephone number (the "Customer Support Telephone") for calls requesting Support, or via the Customer's FMS tool. The Support telephone number is 1-866-800-8906 and the current Support Email Address is support@gridpoint.com. If the Customer maintains its own FMS tool, GridPoint will work with the Customer to configure access to allow usage of its FMS tool. GridPoint's Support is available 24 x 7 x 365. GridPoint will perform troubleshooting procedures with the Customer or Customer's authorized representative over the phone to determine root cause and correct the reported issue. Availability of an onsite authorized representative of the customer is critical to quickly and efficiently resolve the issue. Upon identifying the cause of the reported issue, GridPoint will assign the appropriate Severity Level to the case and respond as set forth below.

Severity Level 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. There is no acceptable workaround to the problem.
- Initial Customer Call Back Target: 30 minutes (7 x 24 x 365 basis)
- Recovery/Resolution Target: 24-48 hours - time dependent on the shipping of materials to customer location. (7 x 24 x 365 basis)

Severity Level 2 - Major Business Impact

- Meets the following requirements: A major or critical function of the Hardware or Software is unavailable or significantly degrades and affects site operations. There is an acceptable workaround.
- Initial Customer Call Back Target: 30 minutes (7 x 24 x 365 basis)
- Recovery/Resolution Target: 48-72 hours - time dependent on the shipping of materials to customer location (7 x 24 x 365 basis)

Severity Level 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: Next scheduled Equipment, software or firmware release

Severity Level 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 GridPoint's discretion

Support Outside Subscription Term and Warranty Period. For Customers who are outside of the Subscription Term and Warranty Period, support will be provided at GridPoint's then current support rate ("Support Rate"). The current Support Rate is \$100/hour, billed in 1 hour increments.

Standard Maintenance Windows. GridPoint's technical personnel will conduct regular maintenance during standard four (4) hour maintenance windows ("Standard Maintenance Windows"). The current maintenance windows are Wednesday nights from 9:00 PM to 1:00 AM Eastern Time and/or Saturday nights from 10:00 PM to 2:00 AM. 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 maintenance window. Standard Maintenance Windows may be updated from time to time at GridPoint's sole discretion.

Emergency Maintenance Windows. Efforts will be made to conduct system maintenance during Standard Maintenance Windows. On rare occasions, however, conditions may necessitate that GridPoint conduct system maintenance that results in system downtime outside of these windows ("Emergency Maintenance Windows")

Customer Contact Method. GridPoint personnel will communicate with Customer's user community regarding upcoming release functionality, Standard Maintenance Windows, and Emergency Maintenance Windows Email will service as the means of such communication. The Customer shall maintain a valid email address for each user for communication through user profile settings accessible within the application.

Firmware Maintenance Updates. During the Subscription Term, GridPoint shall provide Firmware maintenance releases for installed Equipment. GridPoint will notify its Customers via electronic mail of new updates. The updates will be installed by GridPoint according to a mutually agreed upon schedule with the Customer.

Minimum Technical Requirements. GridPoint's web-based system requires that Customer's computers used to access the system meet minimum technical requirements for browsers, operating system, memory, and plug-in components. A copy of the most up-to-date technical requirements can be provided upon request.