

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) governs Vutility’s provision of services pursuant to the Terms of Service to the Customer named in the corresponding Order Form.

1. Definitions. For purposes of this SLA, the following terms have the meanings set forth below. All initial capitalized terms in this SLA that are not defined in this SLA shall have the respective meanings given to them in the Terms of Service.

1.1. “*Customer Cause*” means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this SLA or the Terms of Service, specified in the then-current documentation, or otherwise authorized in writing by Vutility: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Services by Customer or its representatives; (b) any maintenance, update, improvement, or other modification to or alteration of the Services by Customer or its representatives; (c) any use of the Services by Customer or its representatives in a manner inconsistent with the then-current documentation; (d) any use by Customer or its representatives of any Third-Party Products that Vutility has not provided or caused to be provided to Customer; or (e) any use by Customer or its representatives of a non-current version or release of the Services.

1.2. “*Error*” means any failure of the Services to operate in all material respects in accordance with the Terms of Service or any then-current documentation provided by Vutility.

1.3. “*Terms of Service*” means the Vutility Terms and Conditions of Service.

1.4. “*Out-of-Scope Services*” means any services other than those that are explicitly included in the Support Services. For avoidance of doubt, Out-of-Scope Services include, but are not limited to, onsite services and services provided outside of the Support Hours.

1.5. “*Remote Access Software*” has the meaning set forth in Section 2.2.

1.6. “*Remote Services*” has the meaning set forth in Section 2.2.

1.7. “*Resolve*” and the correlative terms, “*Resolved*,” “*Resolving*,” and “*Resolution*” each have the meaning set forth in Section 2.2.

1.8. “*Service Credits*” means the service credits specified in Section **Error! Reference source not found.**

1.9. “*Service Levels*” means the defined levels of availability of the Services set forth in the Service Level Table.

1.10. “*Service Level Table*” means the table set out in Section 2.2.

1.11. “*Support Fees*” has the meaning set forth in Section **Error! Reference source not found.**

1.12. “*Support Hours*” means 8:00 am to 6:00 pm, Monday through Friday, excluding federal holidays in the United States of America.

1.13. “*Support Period*” means the Term, as defined in the Terms of Service.

1.14. “*Support Request*” has the meaning set forth in Section 4.1.

1.15. “*Support Services*” means the identification, diagnosis, and correction of Errors by the provision of the following services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer’s Support Requests reporting these Errors: (a) email assistance; (b) Remote Services; and (c) access to technical information on the Vutility’s website for proper use of the Services.

1.16. “*Third-Party Products*” means all third-party software, Third-Party Equipment, computer hardware, network hardware, electrical, telephone, wiring, and all related accessories, components, parts, and devices.

2. Support Services. Vutility shall perform all Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this SLA and the Terms of Service, including the obligations set forth in this Section 2.

2.1. Support Service Responsibilities. Vutility shall:

- 2.1.1. use commercially reasonable efforts to respond to and Resolve all Support Requests;
- 2.1.2. provide Support Services to Customer during all Support Hours by means of the telephone number (833) 895-9111 and email address support@vutility.com; and
- 2.1.3. provide Customer with online access to technical support bulletins and other user support information and forums, to the full extent Vutility makes such resources available to its other customers.

2.2. Remote Services. Vutility will provide the Support Services remotely, including by means of telephone or internet chat (“*Remote Services*”) to assist in analyzing and Resolving any Error reported by a Support Request during the Support Period.

2.3. Out-of-Scope Services. Vutility may, in its sole-discretion, provide Out-of-Scope Services to Customer in accordance with the terms and conditions of this SLA and the Terms of Service.

3. Service Availability.

3.1. Vutility ensures the availability of the Services according to the following table:

Service	Guaranteed Monthly Availability
Computation of the LoRaWAN data and forwarding to the «Application Outputs» <i>A failure in such availability occurs if less than 75% of the valid LoRaWAN packets received by the network server do not arrive at the consuming application.</i>	99.9% (44 minutes downtime)
Latency of the downlink messages to the device <i>A failure in such availability occurs if the RX2 receive window (2 seconds after sending an uplink message) of the devices can not be reached by the server for 10 minutes.</i>	99.9% (44 minutes downtime)
Accessibility of the Vutiliti Dashboard. <i>A failure in such availability occurs if the dashboard is unreachable for 60 minutes or if it returns “Error Codes” for 60 minutes.</i>	99.9% (44 minutes downtime)

Service	Guaranteed Monthly Availability
Availability of the Vutiliti backend APIs. <i>A failure in such availability occurs if the backend API is unavailable for 60 minutes or if it returns Error Codes for 60 minutes.</i>	99.9% (44 minutes downtime)

3.2. The following shall not count as downtime against the Guaranteed Monthly Availability: (i) planned downtime, including downtime for installation of security patches or software upgrades; or (ii) any unavailability caused by circumstances beyond Vutility’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, internet service provider failures or delays, 3rd party platform providers, power outages, or denial of service attacks.

4. Support Requests and Customer Obligations.

4.1. Support Requests. Customer may request Error corrections by email or such other means as the parties may agree to in writing (each such request a “*Support Request*”). Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.

4.2. Customer Obligations. Customer shall provide the Vutility with the following:

4.2.1. prompt notice of any Errors; and

4.2.2. each of the following to the extent reasonably necessary to assist Vutility to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (a) output and other data, documents, and information, each of which is deemed Customer’s Confidential Information as defined in the Terms of Service; and
- (b) such other reasonable cooperation and assistance as Vutility may request.