

Annex – Service Level Agreement

It is important to note that this Service Level Agreement applies only after internal agreement and the associated premium has been paid upfront.

This Service Level Agreement (“**SLA**”) is an annex to and forms part of the Agreement by and between Eniris and the Client, in connection with the products and services provided by Eniris to the Client.

1. General

- 1.1. The purpose of this SLA is to set out the service levels that shall apply to the maintenance and support services provided by Eniris.
- 1.2. This SLA shall be subject to and governed by the provisions of the Agreement. In the event of conflict between the provisions of this SLA and the Agreement, the provisions of the Agreement shall prevail except when expressly otherwise provided for in this SLA.

2. Definitions and Interpretation

- 2.1. Capitalized terms used throughout this SLA shall have the meaning ascribed to them below:

- a) “**Business Day**” means Monday to Friday from 10:00 to 16:00 (CET) excluding Belgian public holidays.
- b) “**Documentation**” available through our documentation portal: docs.eniris.io.
- c) “**Helpdesk**” means the support helpdesk available under <https://eniris.io/> (as may be changed by Eniris from time to time and notified to the Client).
- d) “**Incident**” means any event which is not part of the standard operation of a key functionality during normal use of the Platform and which causes, or may cause, an interruption to or a reduction in the quality of the Platform resulting in a failure to comply with the specifications of the Platform. This definition applies exclusively to functionality that was in use by the customer prior to the incident. It does not include features or functions for which development has not been at least “half completed” or “completed” for a minimum of 6 months (e.g., a bug reported within the last 6 months). It is common for a feature that it needs to be developed quickly, but it must then undergo a prolonged evaluation of 6 months.
- e) “**Agreement**” means the Order Form and Terms and Conditions.
- f) “**Platform**” means the Eniris Insights / SmartgridOne / SmartgridX / Eniris EMS / Eniris BMS.
- g) “**Service Request**” means a request in relation to configuration and functional issues, which may include, but is not limited to, a request to give general advice or information concerning the use of the Platform.
- h) “**Support Contact**” means one or more of the Client’s end users appointed by the Client (and approved by Eniris) for support related matters. The Client shall communicate the designated Support Contact to Eniris and keep such information up-to-date.
- i) “**Target Resolution Time**” means the period (i) starting from the moment when Eniris has sent a notice that the Incident report has been received, contains all the required information and the information contained herein has been understood; and (ii) ending on the moment that a resolution or workaround is provided by Eniris. For the calculation of the Target Resolution Time, following periods shall not be considered as a part thereof: time between request by Eniris to the Client for (additional) information needed to progress the investigation or reproduce the Incident and the receipt hereof and time between the request for remote access and the actual access grant to Eniris. All SLA timelines, including Target Response and Resolution Times, shall be automatically suspended during any period in which the Client fails to provide the required access, information, or cooperation needed to resolve the Incident.
- j) “**Target Response Time**” means the time between the Incident being reported and a notice from Eniris that the Incident report has been received, contains all the required information and the information contained herein has been understood.
- k) “**Update**” means updates, enhancements, modifications or additional features that, in Eniris sole discretion, are deemed to be minor logical improvements or extensions. Updates do not include modifications which contain substantial new functions, features or new software suites that must be purchased separately.

- 2.2. Terms not defined in this clause 2 shall have the meaning given to them in the Agreement, unless the context requires otherwise.

3. Support Services

- 3.1. Subject to the terms and conditions of this SLA and timely payment of the relevant fees, Eniris shall:
- a) use commercially reasonable efforts to provide remote support via the Helpdesk on Business Days to:
 - (i) respond to Service Requests that cannot be addressed by the Client after consultation of Documentation; and
 - (ii) provide the Client with resolutions and/or workarounds for Incidents that have been notified by the Client to Eniris in accordance with the service levels set out in clause **Fout! Verwijzingsbron niet gevonden.** of this SLA.
 - b) make Updates available to the Client on a periodic basis and install such Updates when Eniris deems appropriate.
- 3.2. The Client acknowledges that Eniris may, at its sole discretion, consider any of the following out of scope of this SLA (hereafter referred to **"Out of Scope Incidents"** or **"Out of Scope Service Request"**):
- a) Incidents or Service Requests related to malfunctioning of third party interfaces with third party software or hardware;
 - b) Incidents or Service Requests caused by a force majeure event;
 - c) Incidents or Service Requests related to the breach by the Client of the Agreement;
 - d) Incidents or Service Requests related to modifications or additions to the Platform not performed by or with the consent of Eniris;
 - e) Incidents or Service Requests induced by the Client due to incorrect use of the Platform;
 - f) Incidents or Service Requests by non-supported data formats;
 - g) Incidents or Service Requests caused by third-party hardware or software;
 - h) Incidents or Service Requests caused by the Client's failure to maintain an adequate and stable internet connection required to operate the Platform; or
 - i) any other Incidents or Service Requests not caused by or related to the Platform.
- 3.3. The Client may request Eniris to provide support services in relation to Out of Scope Incidents or Out of Scope Service Requests and Eniris may decide to provide such support services which will be charged to the Client at the then-current rates of Eniris.
- 3.4. For the avoidance of doubt, Eniris shall not be responsible for Incidents or Service Requests where it reasonably believes that they have been caused by third-party software nor shall they provide any maintenance or support for third-party software. In such case, the response times of this SLA shall not apply and Eniris shall, to the extent Eniris is reasonably able to do so, refer the Incident or Service Request to the relevant third-party software provider for appropriate action. Eniris shall in no event be held liable for any damages, losses, or incidents arising from or related to third-party software or hardware components, regardless of whether such components previously functioned correctly, unless explicitly covered under a separate support agreement.
- 3.5. If an Incident or Service Request is found to be invalid, unrelated to the Platform, or otherwise out of scope under this SLA, Eniris reserves the right to charge a flat diagnostic fee based on its then-current hourly rates.
- 3.6. Should there be a material increase in the scope or intensity of the Client's use of the Platform—such as increased numbers of users, devices, or activated features—Eniris reserves the right to review and revise the SLA terms and associated fees accordingly.

4. Incident Reporting

- 4.1. If the Client encounters an Incident, the Client shall first review and assess the Incident. If such assessment shows that the Incident is not an Out of Scope Incident or Out of Scope Service Request, a Support Contact may notify the Incident or Service Request to Eniris via the Helpdesk.

- 4.2. In its notification, the Support Contact must include a clear description of the Incident or Service Request and, in case of an Incident, provide all necessary information in order to allow Eniris to reproduce the reported Incident. Eniris is only obliged to offer support services if the Incident report contains all the required information.
- 4.3. If an Incident is reported repeatedly without providing new technical information or without any change in the underlying conditions, Eniris reserves the right not to process such reports within the SLA timelines.

5. Service Levels

- 5.1. Based on the information provided by the Client, Eniris shall at its sole discretion assign a priority level to each reported Incident. Priority levels are assigned according to the following methodology:

Severity	Description
Severity 1 (blocking)	The Incident causes a failure of the entire Platform or of a major component thereof, preventing the use of the entire Platform or resulting in a major business disruption which affects multiple end-users unable to complete their time critical activities as a result of the Incident. No workaround is available.
Severity 2 (urgent)	The Incident causes a severe service degradation of the Platform. End-users are not able to complete their time critical activities as a result of the Incident, but a workaround is either readily available to the end-user or was previously provided by Eniris.
Severity 3 (basic)	Individual functionality is not performing properly but without an immediate impact on time critical activities.
Severity 4 (low)	Minimal or no impact on the end-user (e.g. cosmetic user interface issue).

- 5.2. Eniris shall (i) respond to Incidents notified to Eniris with the Target Response Times set out in the table below, and (ii) aim to provide a resolution or workaround within the Target Resolution Times set out in the table below.

Severity	Target Response Time	Target Resolution Time
Severity 1 (blocking)	2 working days	5 working days
Severity 2 (urgent)	5 working days	10 working days
Severity 3 (basic)	10 working days	3 working weeks
Severity 4 (low)	3 working weeks	-

- 5.3. The Target Resolution Times shall always be best-effort targets. For blocking Incidents Eniris will use all possible and reasonable effort to adhere to the Target Resolution Time. Should Eniris not be able to resolve the blocking Incident within these timeframes, Eniris shall continue to work on the Incident during Business Hours until the blocking Incident is considered to be resolved or a workaround is provided.

6. Availability

- 6.1. Eniris shall use its best efforts to ensure a yearly availability of the Platform of 99,5 % during Business Day, which shall be calculated as the ratio of the Uptime by the Total Expected Uptime in a given year, whereby:
- a) **"Uptime"** means the periods during which the Platform is available in a user friendly, qualitative way and operates in a way that conforms to the specifications; and
 - b) **"Total Expected Uptime"** means all Business Days in a year, less periods of planned maintenance, unplanned maintenance or force majeure as specified in clause 6.3
- 6.2. Eniris does not warrant that the Platform will be available at all times and without interruption or that it will be completely free of bugs and defects.
- 6.3. The Client acknowledges that the Platform may not be available during periods of planned or unplanned maintenance (including but not limited to the purposes of installing Updates, upgrades or other reasons requiring immediate

maintenance) or force majeure and that such periods shall not be taken into account when assessing the Availability. To the extent reasonably feasible, Eniris shall inform the Client of such periods of unavailability.

7. Privacy and Data Protection

- 7.1. If and to the extent Eniris processes personal data on behalf of the Client in connection with this SLA, Eniris shall process such personal data in accordance with the data processing agreement attached to the Agreement.
- 7.2. The Client represents and warrants that it has the legal right to disclose any personal data that is made available to Eniris under or in connection with this SLA and the Client has a valid legal ground to process such personal data and disclose it to Eniris. The Client undertakes to sufficiently inform all data subjects about the processing of their personal data by Eniris.
- 7.3. This SLA shall automatically renew for successive periods of one (1) year unless either party provides written notice of termination at least two (2) months prior to the end of the then-current term.

8. Limitation of Liability

- 8.1. The limitation of liability as set out in the Agreement shall apply to this SLA.

9. Term and Termination

- 9.1. This SLA shall commence on the Effective Date and shall continue in effect for the duration of the Agreement. The clauses with regard to a termination for cause in the Agreement apply mutatis mutandis to this SLA.
- 9.2. Upon termination or expiration of the Agreement this SLA shall automatically terminate.
- 9.3. This SLA may be suspended and shall be deemed void if The Client fails to adhere to all agreed terms, including but not limited to payment obligations. Negligent payment of any goods or services will result in the dissolution of the SLA, cessation of all support, and the nullification of all provided warranties.