

# Service Level Agreement - PowerTrack™ Web

Stem will provide the Customer with Support Services for the subscribed Services as follows:

1. **LIVE SUPPORT.** Stem will provide Stem support services during our hours of operation (see table in section 3 “Service Response & Correction Times” below).
2. **ERROR SEVERITY LEVELS.** Stem will respond to service requests by the Customer or its designated agents, and correct reported and reproduceable errors (the “Error”) or provide an appropriate work-around (the “Work-Around”) in accordance with the Severity Level (defined below) of the Error as designated by the Customer or its designated agents, based on the following (collectively, the “Severity Levels”):

Severity 1: An Error in the Stem Technology or the Services that (i) causes the Stem Technology or the Services to cease operating or cease operating in any material respect; (ii) is likely to directly or indirectly delete, impair, damage or corrupt any System, Customer Data or Usage Data; or (iii) poses direct or indirect imminent harm to any System, Customer Data or Usage Data.

Severity 2: An Error that either, although the Stem Technology and the Services remain operational, (i) causes a significant function of the Stem Technology or the Services to be impaired; or (ii) could reasonably be expected to have a material adverse impact on Customer’s business.

Severity 3: An Error that causes a minor function of the Stem Technology or Services to be impaired, which adversely affects, or is likely to adversely affect, Customer’s business.

Severity 4: An Error that causes a minor function of the Stem Technology or Services to be impaired but does not have, and could not reasonably be expected to have, an adverse effect on Customer’s business.

3. **SERVICE RESPONSE & CORRECTION TIMES.** Stem will respond to all Errors based on Severity Levels within the following response times (the “Response Times”) and endeavor to meet associated correction times (the “Correction Times”).

SEVERITY LEVEL	RESPONSE TIME	CORRECTION TIME	NOTIFICATION
Severity 1	Eight (8) business hours*	One (1) business day**	(866) 303-5668
Severity 2	One (1) business day**	Three (3) business days**	(866) 303-5668
Severity 3	Three (3) business days**	Five (5) business days**	(866) 303-5668 or support@alsoenergy.com
Severity 4	Five (5) business days**	Two (2) business weeks**	(866) 303-5668 or support@alsoenergy.com
* Stem business hours: 8am – 7pm EST Monday through Friday, 11am – 7pm EST Saturday and Sunday (excluding U.S. Federal Holidays)			
** Stem business day: Monday through Friday except US Federal Holidays			

4. **SERVICE NOTIFICATION & RESPONSE PROCESS.** IF URGENT, CALL (866) 303-5668 IMMEDIATELY. Customer may notify Stem of any of the aforementioned Severity Level Errors via Stem’s help desk, which can be reached at (866) 303-5668 (Customer must notify Stem of Severity Levels 1 and 2 via phone call.) For Severity Levels 3 and 4, Customer may notify Stem via email at support@alsoenergy.com. Stem will respond to Customer by phone as soon as possible and in any event within the relevant Response Time set forth above.
5. **ERROR RESOLUTION.** If Customer notifies Stem of a Severity 1 or 2 Error, Stem will assign designated personnel to correct such Error within the relevant Response Time for such Error. The designated personnel will use best efforts to correct the Error in an expeditious manner and will diligently inform Customer of the programmer’s progress, including the steps taken to resolve the Error, the expected time for resolution of the Error and any resolution of the Error.
6. **SERVICE CREDITS.** In the event Stem is unable to meet the Correction Times set forth above for the four severity levels listed, Stem will extend Customer’s access to the Service as follows (the “Service Credits”):
  - (i) Severity 1&2 - Service access will be extended by an amount of time equal to the amount of time for which the completion of the Work-Around exceeded the Correction Time.
  - (ii) Severity 3&4 - No extension of Service access.