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Service Level Agreement

April 2023 version

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Service Level Agreement Hello Energy B.V. version April 2023

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1. Introduction

This Service level Agreement (SLA) describes the provision of Hello Energy's Products and Services, and includes agreements on the Client's access to the Hello Energy Application, the Hardware and the provision of Services. By signing the Agreement (in writing, with an electronic signature or via 'click to agree') the signatory states that they are authorised to represent the Client and conclude the Agreement on their behalf. The SLA applies for the full duration of the Agreement.

1.1. Changes to SLA

Hello Energy retains the right to change this SLA during the term of the contract. These changes will not result in a reduced service level for the Client and will be communicated by email to the Super User(s) known to Hello Energy prior to implementation.

1.2. Purpose of SLA

- Defining the agreed appointments and service levels for the Application, Hardware and Services
- Defining priorities for Incidents, Questions and Requests
- Defining the accessibility of the Service Desk

1.3. Responsibilities of Hello Energy

- Implementation of the Hello Energy Application, Hardware and Services as defined in the Agreement
- Support from the Service Desk related to Incidents, Questions or Requests, and advice on the use of the Programming functionality
- Responding to support needs within a reasonable time
- Taking steps to escalate and resolve problems in a correct, timely manner
- Maintaining good communications with the Client.

1.4. Responsibilities of the Client

- Providing Hello Energy with all the necessary information and cooperation for delivery of the Application, Hardware and Services, including any authorisations for requesting Data from Data Providers, insight into Data, invoices, agreements and other information from Data Providers, information on equipment, software and network connections, and access to the Client's building.
- Ensuring the availability and correct functioning of equipment, software, network connections and other factors necessary for the delivery of the Services, in accordance with the System Requirements.
- Appointing one (or possibly two) Super User(s) who will function as first point of contact for Users' daily questions. The Client decides on and/or changes the Super User (s). The request for implementing a Super User is a change request which can be submitted to Hello Energy via an email to the contact.
- Using the Application, Hardware and Services provided by Hello Energy as intended.
- Informing Hello Energy of any issues in a timely manner;
- Ensuring good communications with Hello Energy.

1.5. Definitions

API
An API (Application Programming Interface) is the software interface which enables Hello Energy to make two Applications communicate with each other.

Application
The Hello Energy Application, as detailed in the Agreement and/or on the Hello Energy website, for which the Client has a membership based on an Order Form and which is developed, maintained and supported by Hello Energy, accessible (with login) via https://hello-

energy.com/ or another URL. The Application remains the property of Hello Energy and is the same for all Clients.

Client
The legal person on behalf of whom the Agreement was made with Hello Energy.

Client Data
The Data collected, analysed, combined and/or otherwise processed specifically for the Client by Hello Energy.

Client Material
All information, details, materials and/or work supplied by or on behalf of the Client and/or uploaded via the Application.

Consultancy
Services provided by Hello Energy including energy-saving advice, advice related to data links, tips on how to use the Application, energy and sustainability.

Content
The information and materials, including images and travel information, news and weather data. Client Material and/or Client Data made by Hello Energy or obtained by Hello Energy via publicly accessible sources, Data Providers, Partners and/or the Client which is provided to the Client as part of the service provision.

Data
Data from Data Providers, created by Hello Energy and/or others, and related to energy, indoor climate, waste and sustainability, which is accessible to the Client.

Data Providers
Partners of Hello Energy and/or the Client who collect or supply Data.

Hardware
The Hardware provided by Hello Energy or its partners as part of or related to the Services, such as screens, media players, routers sensors, meters and dataloggers.

Hosting
Hosting of the Hello Energy Application.

Incident
An (imminent) defect/deficiency and/or failure in the Hello Energy Application, Hardware and/or Services.

Impact
The extent to which an Incident disrupts production or processes. Impact may be high, medium or low.

Office Hours/Time Definition
Working days between 08.30 and 17.30 C(S)ET. Night-time availability refers to the hours between 22.00 and 06.00.

Partners
Third parties employed by Hello Energy to supply Services and/or products who act on behalf of and under the auspices of Hello Energy.

Playlist
For commissions that include content, Hello Energy provides a one-off pre-set playlist which is kept up-to-date regarding links, public transport and weather. The content can also be changed by the Client via the Content Management System (CMS).

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Prioritisation
The order in which Reports are processed.

Product data connection
API-based data connection to a utility main meter, where data is made available on day +1 by the DSO, metering company or data provider, and part of the hello energy standard product.

Question
Question from a User about the functioning of the Hello Energy Application, Hardware and Services.

Report
The collective name under which Incidents, Questions or Requests are reported.

Request
A Request involves a change to the Hello Energy Application, Hardware and Services which alters the current functioning or appearance. Requests include both changes to existing functionalities and the addition of new functionalities.

Resolution Time
Resolution Time is defined as the time between the end of the Response Time of the Service desk ticket and the actual resolution of the ticket by the Hello Energy Service Desk. Should no direct resolution be available, the Resolution Time is defined as the time between the end of the Response Time to the Service desk ticket and a workaround.

Response time
Time between the moment the Client submits a Report via email or by phone and the first communication with the Client via email or by phone. The Response Time applies during Office Hours.

Services
The service package provided to the Client by Hello Energy as detailed in the Agreement and/or on the Hello Energy website.

Services data connection
All the remaining data connections. These are not part of the standard hello energy product and typically will be serviced for specific clients.

Service Desk
Support by phone or digital support to the Client and (Super) Users.

Services
Services supplied combined with the Hello Energy Application, such as data services (data links, sensors, integrations, etc.) and screen services (supply & installation). Services are by definition client-specific.

System Requirements
The requirements which the Client must meet to ensure optimal functioning of the Hello Energy Application, Hardware and Services, available via the Hello Energy website.

Super User
A Super User is a User of the Hello Energy Application who is authorised to add new Users on behalf of the Client.

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Ticket
A Report of an Incident, Question or Request from a User to the Service Desk.

User
A natural person or legal person who has access to the Hello Energy Application, Hardware and Services based on the Agreement.

2. Service Desk

Hello Energy offers support to the Client and/or User via its Service Desk. Incidents, Questions and/or Requests related to the Hello Energy Application, Hardware and Services can be submitted by Super Users to the Service Desk by email (also outside of office hours) or by phone.

2.1. Access to Service Desk

The Super User(s) act as the coordinator for the Client for contact with the Service Desk and are registered as such. They must have sufficient knowledge of the use of the Hello Energy Application, Hardware and Services. The Client is responsible for ensuring the Hello Energy Service Desk always has the correct phone number and email address of the Super User(s). The Client can appoint a replacement Super User when one is absent.

2.2. Prioritisation

The Priority of an Incident is determined by the Service Desk in consultation with Super Users.

- Priority 1: High

The Incident has a significant impact on the functioning of the Hello Energy Application, Hardware or Services. It often involves a production disruption, in which the Hello Energy Application, Hardware or Services are totally unavailable or the reliability thereof cannot be guaranteed and all Users are affected.

- Priority 2- Medium

The Incident has a medium impact on the functioning of the Hello Energy Application, Hardware or Services, but cannot be categorised as Priority 1. This often involves a production disruption, in which the Hello Energy Application, Hardware or Services are only partly available, the functioning is not severely disrupted/impeded and only a limited number of Users are affected.

- Priority 3: Low

Incident has a low impact on the Hello Energy Application, Hardware and Services, and does not cause a production disruption. Examples include cosmetic errors.

2.3. Response Times

Response Times are structured in such a way that the response to Reports is in line with the Prioritisation (urgency). The Client will provide a point of contact (Super User) for all Reports.

> - Priority 1: within four (4) hours after Report is received.
> - Priority 2: within twenty-four (24) hours after Report is received.
>   Priority 3: within two (2) working days after Report is received.

2.4. Resolution Times

Incidents are resolved by Hello Energy in accordance with the Resolution Times indicated below. Hello Energy cannot guarantee resolution times for Incidents that also depend on the Client or third parties, or are exceptionally complex.

> - Priority 1: within sixteen (16) hours after Report is received.
> - Priority 2: within forty-eight (48) hours after Report is received.
>   Priority 3: In consultation.

2.5. Questions

The Service Desk will answer user questions and help resolve issues reported by the Client if applicable/possible. If the question indicates a lack of knowledge on behalf of the Client and the answer takes longer than 30 minutes, it may be decided to suggest referring

to the user manual or having the question addressed via a (paid) training session.

2.6. Requests

Requests can be submitted to the Service Desk and will be given the following status:

- Accepted: Hello Energy understands the request and believes it is a meaningful addition to the product.
- Discarded: Hello Energy does not believe the request to be a meaningful addition to the product and will not honour it.
- Planned: Hello Energy believes the request is a meaningful addition to the product and is planning it for a future release.
- Delivered: Hello Energy has implemented the request into the product.

2.7. Screen or playlist offline

A screen (hardware) or playlist (software) may occasionally be offline. Hello Energy monitors the online status of screens and playlists. The cause of the offline status may fall under the responsibility of Hello Energy, the Client or be a case of force majeure. If a screen or playlist is offline for three (3) days, Hello Energy will send the Client a Report, and the offline status will be processed as a Report.

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3. Data services

3.1. Type of data

Data collected under the Data Services agreement can be categorised as follows:

- Utility data: consumption data of Electricity, Gas, Heat, Cold, and Water. Data is collected from the installed smart main meter through the Distribution System Operator (DSO), Metering company, or Utility supplier. Data is also collected by utilizing data logger(s) or sub meter(s), from the Building Management System (BMS). PV inverter and EV charger. For electricity it can also be production data.
- Indoor air quality data: data collected from the Air Quality Indicator (AQI) device provided / installed by hello energy or a client partner.

3.2. Data frequency

The frequency of data updates will vary depending on the type of data and the data source.

- For utility data, the typical data frequency will be day +1 (data of the day before), but can also be monthly, quarterly, 4-monthly, half-yearly or yearly. The exact frequency can be unknown at the start of a project. When a data connection is realised, it will be communicated to the client. If clients request a higher frequency than provided by the data provider, on additional costs, a data logger van be placed to meet this frequency.
- For indoor air quality data, the frequency of data updates will be every 5 - 15 minutes (near real-time), irrespective of the data source.

3.3. Types of data source

The origin of the data will vary for different data connections. Following are the categorisation of the different types of data

sources depending upon the way consumption / production is being measured:

- Utility main meter (installed by the utility company)
- Utility sub-meter (installed by the utility company, client, or hello energy)
- Data loggers (provided/installed by hello energy, or client)
- Building management system (BMS), PV inverter, and EV charger (provided/installed by client)
- Utility invoices
- Air quality sensor (provided/installed by hello energy, or client)

3.4. Data extraction protocol

The method of retrieval of utility data will vary depending on the possible options made available by the data provider. The following are the actual ways hello energy can support data extraction (in order of preference):

- API (application programming interface) or data parser
- CSV/Excel file sent as an attachment in an email
- CSV/Excel file uploaded on an sFTP directory
- Different types of databases
- Web-scrapping of utility web portal
- Manual request to the data provider
- Scanning invoices
- Meter readings

3.5. Data connection classification

Based on the above-mentioned categorisation, every data connection can be classified as:

- Product data connection: API-based data connection to a utility main meter, where data is made available on day +1 by the DSO, metering company or data provider, and part of the hello energy standard product

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• Services data connection: all the remaining data connections. These are not part of the standard hello energy product and typically will be serviced for specific clients.

3.6. Missing data

Any data connection which has not received data for more than 7 days will be considered missing data. The cause of missing data will vary per data connection. The most common causes of the missing data are as follows:
• Change of meter point operator (metering company)
• End of validity of the data authorisation
• Change in the data provider API or file format
• Interruption of CSV file sent by emails or to sFTP directory
• Broken utility meter
• Broken/misplaced data logger
• Transmission network issues (3G/4G/5G network)
• Change in local network requirements (in the case of BMS)
• Change of the website of the utility company, change in the login credentials, implementation of captcha (in case of web scrapping)

3.7. Missing data alert

An email alert can be set up from the hello energy software to notify about the missing data connection. However, it is the sole responsibility of the client to do so. By default, the alert is not enabled.

3.8. Missing data restoration

The process of investigation and restoration of missing data can take up to 5-30 business days, depending upon the type of data connection.
• Product data connection: the restoration of missing data of any data connection falling under this classification is a guaranteed

data connection and is the sole responsibility of Hello Energy. There is no added cost for restoring missing data, except in the case of no authorisation.
• Services data connection: for the restoration of missing data of any data connection falling under this classification there will be an additional cost, depending upon the severity of the cause of missing data and the type of data connection. Hello Energy is free to restore the missing data without prior approval, up to €350 per data connection. If the cost exceeds €350, the cost of restoration will be agreed upon with the client before restoring the missing data.

3.9. Portfolio data insights report

If the portfolio of the client consists of more than 25 data connections, a portfolio data insights report will be sent to the client twice a year (mid-January and mid-July). The report is also available on request and for the client with less than 25 data connections for a price of €750.

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4. Provision of Hello Energy Application

4.1. Uptime

The Uptime is the time that the Hello Energy Application is available to the User for a measurement period during office hours. The measurement period involves a period of one calendar month. The Uptime is measured by the Hello Energy monitoring tool. Hello Energy guarantees that the average uptime for products as referred to in this SLA is at least 99%, measured over each calendar month.

4.2. Downtime

The Downtime is the total number of minutes in which the User does not have access to the Application as referred to in this SLA. The measurement period involves a period of one calendar month. The Downtime is measured by the Hello Energy monitoring tool. The calculation of Downtime minutes excludes the time the User does not have access to the Hello Energy Application due to one of the following issues:

- Availability of the Services that depend on a link to third parties
- Client's internet provider
- Disruption to the Client's hardware, software or internet connection
- Client bandwidth limitation
- Actions or negligence by the Client
- Anything outside the direct control of Hello Energy
- Planned maintenance as defined in Article 3.3 (announced at least five (5) working days in advance) is not considered Downtime.
- Force majeure
- Downtime during the night (between 22.00 and 06.00) is considered 50% Downtime.

4.3. Maintenance/disruptions

- Hello Energy is responsible for the management and maintenance of the Application.
- Hello Energy will inform the Client at least five (5) working days in advance of the date and time that it plans to make the Application unavailable due to planned maintenance/disruptions.
- In the event of planned maintenance/disruptions, a notification email will be sent to the Client's Super User(s) who are responsible for communicating this to other Users
- The Client understands and agrees that there can be cases in which Hello Energy has to disrupt the Application without prior notification to ensure the integrity of the Application with regards to security issues, virus attacks, spam issues or other unforeseen circumstances.

4.4. Emergency maintenance

These changes are made with little or no advance notification. Information will be sent to Super Users via a notification email shortly after or during the change.

4.5. Preventive maintenance

Changes required in the Hello Energy Application, Hardware and/or Services when issues are detected that demand action to prevent future (emergency) measures. They are made outside of Office Hours, when possible.

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4. Support for Hello Energy Application

4.6. Security
The Super Users are responsible for adding or changing Users. It is their task to:
- Ensure that only persons authorised to use the Application have an active User Name and password.
- Ensure that each User applies the right settings to access the Application.
- Ensure that every active User applies a secure password in accordance with the Application regulations.

Responsibilities Hello Energy:
- Hello Energy is entitled to unilaterally make changes to the routing and complexity of the client's passwords in order to realise a higher security standard.
- Hello Energy will inform Super Users in the event of (or serious suspicion of) a security leak and/or data leak (which includes any breaches of personal data security which could potentially lead to the destruction, loss, change or unauthorised provision of or unauthorised access to the personal data, either by accident or unlawful processing) as soon as possible and within 24 hours of becoming aware of the situation. The notification duty applies regardless of the impact of the leak.
- Hello Energy will make every effort to ensure the information provided is as comprehensive, correct and accurate as possible.
- Hello Energy is responsible for the timely resolution of vulnerabilities in the Application. If the Client detects vulnerabilities or security shortcomings in the products that are reasonably critical by nature, these must be resolved in accordance with the Priority 1 category.

4.7. Back-up
Back-ups of all system components will be made daily and in a different location than the Hosting centre

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5. Release policy

This part of the SLA describes how Hello Energy provides the Application to clients. There are three types of releases:

- Functional release
- Bug fix release
- Hotfix

5.1. Functional release

A functional release involves a new functionality or a functionality that has changed compared to the previous release. Hello Energy aims to make functional releases backwards-compatible with previous releases. This means Clients don't have to immediately adapt their implementation to a new version, although using the new or changed functionality may sometimes require some adaptation.

5.2. Bugfix release

A bugfix release is functionally the same as the previous release, but includes corrections to Incidents reported by Clients.

5.3. Hotfix release

A hotfix release includes a correction to a single Incident in Priority 1 category: Urgent, as reported by the Client. Clients can always request a hotfix for an Urgent Incident, but it is always up to Hello Energy to determine whether a hotfix is made, depending on technical complexity, Client requirements and planning.

5.4. Release frequency

Hello Energy regularly provides a new version of the Application. This involves a functional release once a month and a bugfix release once a month. Functional releases and bugfix releases are made immediately available to all clients. Hotfix releases are only available to Clients who reported the Incident. Incidents resolved in a hotfix

release are made available to all Clients in the next bugfix or functional release.

5.5. Platform support

The Hello Energy Application works on the penultimate and current versions of Google Chrome, Safari, Microsoft Bing or Firefox. Hello Energy is entitled to deviate from this condition should any significant changes be made to one or more of these browsers.

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6. Provision of Hardware and related software

6.1. Provision

Hello Energy provides Hardware with support software in collaboration with various partners to provide the Client with a total package. This includes narrowcasting (delivery and installation of screens with a media player and CMS), submetering (delivery, installation and reading of submeters), sensors (delivery, installation and reading of sensors for aspects such as indoor climate) and API links (from and to various data sources).

6.2. Other provisions

- Hello Energy is not liable for the impact on the Client and/or third parties of negligence or incompetence on behalf of the Client.
- Any Agreement that involves a deviating service level or provisions has priority over the SLA.
- General Terms & Conditions that deviate from the SLA have priority over the SLA.
- All warranty and service provisions become void if the Client implements Hardware or software changes without written permission from Hello Energy.
- Hello Energy will make every effort to fix material and manufacturing issues in the Hardware within the warranty period of 12 months after delivery or otherwise as agreed in writing by both parties.
- The warranty and warranty period also apply to disruptions in the Hardware not caused by material or manufacturing issues. These defects involve Hardware that does not (fully or constantly) meet the specifications as explicitly provided by Hello Energy in writing.
- If Hello Energy believes that fixing the issues or disruptions is impossible, will take too long or be unreasonably costly, it is entitled to replace the Hardware and/or other delivered items

with similar but not necessarily identical equipment and/or items, free of charge.

- The Client will give Hello Energy the time needed for repairs, including temporarily stopping use of the Hardware. The Client must provide employees or third parties as assigned by Hello Energy access to the Hardware location.
- The Client will make the relevant equipment available if Hello Energy deems it necessary to test the Hardware's connection to other equipment to perform the necessary repairs.
- Hello Energy is not liable for issues or disruptions resulting from or related to User errors, unprofessional use of the Hardware or external causes not under the influence of Hello Energy, such as internet problems, data network connections, voltage or power supply, fire or water damage, or links to equipment, programs or materials not approved by Hello Energy.
- Hello Energy is not liable for investigating and resolving problems that result from or are related to changes to the Hardware not made by or on behalf of Hello Energy:
  - The use of the Hardware in violation with the applicable conditions and any negligence on behalf of the Client to (employ a third party to) perform maintenance on the Hardware (in due time)
  - Damage because of non-compliance with the user guidelines and/or instructions
  - Damage as a result of the ventilation openings of the Hardware not being (sufficiently) open
  - Damage caused by intent or gross negligence
  - Damage because of the Hardware being opened without permission from Hello Energy or by a technician not employed by Hello Energy
  - Damage that could reasonably have been prevented in the placement and installation of the Hardware
  - The costs of (replacing) consumable items such as batteries, cables or accessories

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- The costs of (replacing) parts and fixing associated issues that were partly or entirely caused by attempts to make repairs by another party than Hello Energy
- Changes to the Hardware
- Replacing, moving, reinstalling the Hardware or resulting activities.
- Hello Energy is not liable for damages or lost items because of issues, disruptions, repairs and/or maintenance.
- Based on the agreement, Hello Energy has no obligations related to issues and/or other problems reported after the warranty period as indicated in this Article.
- Hello Energy can charge the Client/User for all costs incurred when employing a technician if, in hindsight, the Client did not have any warranty rights.

6.3. On-site support

On-site support is aimed at the on-site resolution of an Incident related to the Hardware.

- The activities are directed by the Service Desk. The planning of on-site support is realised in consultation with the Client. If Hello Energy performs activities that do not fall under the warranty, it is entitled to pass on any related costs at the usual rate (€95 per hour ex. VAT plus any material costs). Hello Energy cannot give a 100% guarantee as to the term in which the Incident will be resolved, as is inherent to Hardware Incidents.
- If the Client requests immediate on-site support, a planning will be made in consultation with our partner. On-site activities are charged per hour if the cause of the issue lies outside of the Hardware. The hourly rate is €95. No more than one call-out fee of €135 will be charged per Incident. If the Incident cannot be resolved immediately, Hello Energy is entitled to place replacement Hardware. It does not necessarily have to be identical equipment, and Hello Energy reserves the right to change its rates.

6.4. Maintenance

- Hello Energy will perform (preventive) maintenance on the Hardware if this was agreed with the Client. Hello Energy is entitled to employ third parties to do so.
- Hello Energy is entitled to make improvements and changes to the Hardware and support software, including (complete) replacement, upgrades or additions (of certain parts or components).
- The Client must allow Hello Energy to make these improvements and changes insofar as they will not result in major changes to the functionality that might be to the detriment of the Client.

6.5. Additional activities

- Activities or other Services regarding Hardware-related issues not included in this SLA will only be performed by Hello Energy after it has received permission from the Client in advance.
- Extra work will be invoiced separately after completion.
- The nature and scope of the extra work performed will be clearly indicated and explicitly specified in the invoices.
- Work will only be accepted by Hello Energy if it was commissioned by the contact person authorised to do so on behalf of the Client.
- Obligations resulting from changes and extra work to this SLA, as agreed, will not exceed the duration of this SLA.