Hitachi Energy – Enterprise Software

Ellipse EAM SaaS "Plus" – Service Levels and Additional Terms

Defined Terms

The following defined terms are used in this document:

"**Available**" means the Service, or relevant environment(s) comprised within the Service, is or are available for user log-in (and "**Availability**" is to be construed accordingly).

"**Customer Experience Policy Guide**" at Enterprise Software - Customer Experience Policy Guide (or any successor location notified in writing by Hitachi Energy to Customer).

"**Disaster**" means an event that adversely impacts the Availability of the Customer's Production Environment, such as a data centre major failure or other major technical issue or security breach impacting the Production Environment.

"**Disaster Declaration**" means Hitachi Energy' declaration of its determination that an event constituting a Disaster has occurred which requires the implementation of Disaster recovery steps in Hitachi Energy' Disaster recovery plan for the affected Service.

"**Disaster Recovery Environment**" means the IT environment to be made available by Hitachi Energy to the Customer for Service continuity in the event of a Disaster.

"**Emergency Scheduled Maintenance**" means preventive maintenance by or on behalf of Hitachi Energy which, if not performed, is likely to have a detrimental impact on performance, availability or security of the Service or part thereof.

"**Production Environment**" means an IT environment made available by Hitachi Energy to the Customer for live production use as part of the Service containing the Customer's actual live data. Any IT environment used for project, development, training or testing purposes is not a Production Environment.

"**Scheduled Downtime**" means the total time in minutes the Service is not Available for user log-in due to either Scheduled Maintenance or Emergency Scheduled Maintenance.

"**Scheduled Maintenance**" means changes by or on behalf of Hitachi Energy to the hardware infrastructure, operating software, applications and supporting application software used to provide the Service or part thereof, for the purposes of stability, availability, security, performance or application maintenance.

"**Unscheduled Downtime**" means the total time in minutes the Service is not Available for user log-in due to reasons other than Scheduled Maintenance or Emergency Scheduled Maintenance.

"**Monthly Uptime Percentage**" is calculated using the following formula, subject to the exceptions stated below in the section headed 'Service Level Exceptions':

$$\frac{\text{Total baseline minutes in Calendar Month - Scheduled Downtime - Unscheduled Downtime}}{\text{Total baseline minutes in Calendar Month - Scheduled Downtime}} \times 100$$

Service Availability

Hitachi Energy shall use commercially reasonable efforts to make the Service available for Authorized User access in accordance with (or better than) the service levels stated below. Hitachi Energy will automatically monitor the Availability of the Service for user log-in and report Monthly Uptime Percentage (as defined below) on a monthly basis. Customer may report inability of its Authorized Users to log in to the Service to the Hitachi Energy Enterprise Software Global Customer Experience team via the methods described in Hitachi Energy' Customer Experience Policy Guide.

Uptime Percentage target
for Production Environment: .... **99.8%**.

Availability for the Production Environment is measured against a **24 hours a day, 7 days a week** baseline.

Monthly Uptime Percentage target
for environments other than the Production Environment: .... **99.5%**.

> Availability for environments other than Production Environment is measured against **business hours only** (by default 8:00 AM to 5:00 PM Monday to Friday Customer's headquarters time zone or otherwise 'business hours' as stated on the Order Form).

Disaster Recovery

After a Disaster Declaration, the following target timeframes apply:

Objective	Description of Objective	Timeframe
Recovery Time Objective	Period of time after the Disaster Declaration before the expiry of which the Service is to be recovered and Available.	No more than **8 hours after** the Disaster Declaration.
Recovery Point Objective	Customer Data in the Service to be recovered such that the data in the recovered Service is current to a point in time no earlier than the specified point in time.	No more than **4 hours before** the Disaster Declaration.

Support and Incident Management

Hitachi Energy will provide the following support Services in respect of the Service:

(1) Hitachi Energy will provide Customer with access to an online service desk; and

(2) Hitachi Energy will investigate and use commercially reasonable efforts to resolve incidents and issues that result in material non-compliance of the Service with the above Service levels. Hitachi Energy will use its reasonable endeavours to respond to incidents and issues in accordance with the 'Customer Case Priority Definitions' and the response targets for them set out in Hitachi Energy' Customer Experience Policy Guide.

Service Availability Reporting

Hitachi Energy shall provide or make available to the Customer a report each month which states the Monthly Uptime Percentage for the Service for the prior 12 months.

Service Level Exceptions

For the purposes of the calculation of Monthly Uptime Percentages any period that the Service is not Available due to any of the following reasons shall not be included in Unscheduled Downtime:

•   any failure of third-party software, equipment or services that are not controlled by Hitachi Energy or any Hitachi Energy subcontractor in relation to the Service (such as Hitachi Energy' cloud services partner);
•   software that is not being run by Hitachi Energy or Hitachi Energy' cloud services partner as part of the Service; and
•   circumstances or causes beyond Hitachi Energy' reasonable control.

Scheduled Maintenance and Emergency Scheduled Maintenance

Hitachi Energy reserves the right to perform Scheduled Maintenance and Emergency Scheduled Maintenance which may cause the Service not to be Available. Hitachi Energy will use commercially reasonable efforts to provide advance notice of and to minimize Scheduled Maintenance and Emergency Scheduled Maintenance periods. Hitachi Energy shall notify the Customer of Scheduled Maintenance periods no less than **5 business days** in advance and will use commercially reasonable efforts to provide at least **24 hours'** advance notice of Emergency Scheduled Maintenance.

Application Patching or New Releases

As part of the Service, Hitachi Energy will deploy to the Service environments the latest available patches or new releases of the Hitachi Energy Software comprised in the Service. If to do that Hitachi Energy needs to interrupt Availability of the Service, Hitachi Energy will notify the Customer of a Scheduled Maintenance period for that purpose.

Back-up of Customer Data

Back-up of Customer Data in the Service will be performed by Hitachi Energy once daily. Hitachi Energy does not guarantee when during each 24-hour period the back-up will occur. Hitachi Energy shall ensure that the

back-ups are stored in a separate, secure location and retained for at least 7 days. One back-up per month shall be retained for 12 months or until the end of the subscription term, whichever period ends earlier.

Environments

The Service includes the following environments, subject to the following terms:

- 1 (one) Production Environment including Analytics;

- 1 (one) non-production environment shall be provided as standard refreshed quarterly from Production. Additional non-production environments can be provided on request, for additional fees, subject to signed agreement in writing between Hitachi Energy and the Customer;

- 1 (one) Disaster Recovery Environment;

- Both the Production Environment and non-production environment(s) will include the Hitachi Energy Software comprised in the Service stated on the Order; and

- Customer shall ensure that no more than 200 Authorized Users access the non-production environment(s). Any Customer user accessing a non-production environment must be an Authorized User allocated an appropriate Ellipse EAM Named User licence from within the total number of Authorized User licences stated in the Order, which total applies across all environments (not per environment);

- Up to 300GB of data per environment is included. Additional storage can be provided for additional fees, subject to signed agreement in writing between Hitachi Energy and the Customer.

Further Service details

- Customer shall raise and manage support Service requests through the customer portal provided by Hitachi Energy.

- Hitachi Energy will grant access only to authorised Customer help-desk personnel to raise and manage support Service requests through the customer portal.

- Hitachi Energy will manage the Ellipse EAM software application environment, including scheduled Ellipse EAM software updates, applied quarterly.

- Hitachi Energy will provide a point of contact (POC) for Customer from the Hitachi Energy Enterprise Software Customer Experience organization. The POC will:

  o oversee, facilitate and escalate issues as needed throughout the case lifecycle;

  o provide proactive notification of relevant information; and

  o schedule meetings with Customer where necessary to understand business needs and work through issues.

- The Service is delivered using Microsoft Azure public cloud and a VPN connection to Customer's environment.

- Access by the Customer via the Service to Ellipse EAM and Ellipse components is available only through standard Ellipse interfaces such as Ellipse EAM and, Ellipse Integration Platform, standard integration adapters (Finance, CMMS, Asset and Work Management, SCADA, HR) and Ellipse Analytics reports. No direct access to the Ellipse database or underlying Ellipse components is provided.

- Integration to the following Hitachi Energy Enterprise Software products is supported

  o FSM (Field Service Management)

  o APM (Asset Performance Management)

  o Axis (An enterprise cloud-delivered collaboration platform for exchanging supply chain, asset, and work management data electronically between customers and their business partners).

  o LinkOne (An enterprise graphical parts catalog and content delivery solution for publishing, viewing and finding spare parts for complex equipment and assemblies).

- Complex integration to third party systems are not supported.

- Where applicable, Ellipse EAM Analytics is comprised of the data warehouse and the pre-configured reports. The reports require Microsoft Power BI software and associated licenses which are not provided with or as part of the Service and must be procured separately by the Customer.
- Our services are audited annually to perform the assessment necessary to issue the ISAE 3402 report for the last 12 months period. Such report can be provided on Customer's request. Adhoc audit information on Customer's request regarding the provision of the services is out of scope.

Capitalised terms used in this document have the same meanings given to them in the applicable Hitachi Energy software as a service agreement.

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