

EcoStruxure IT Expert Statement of Work with Service Level Commitments

1. Definitions

- a. “*Available*” means that the EcoStruxure IT platform, in the form provided by Schneider Electric, is capable of responding to incoming requests from Users to process and display compatible data, which requests have been properly transmitted over the Internet. “Availability” has the same meaning.
- b. “*Unavailable Time*” means that the EcoStruxure IT platform, in the form provided by Schneider Electric, is not capable of responding to incoming requests from Users to process and display compatible data. “Unavailability” has the same meaning.
- c. “*Monthly Uptime Percentage*” means the difference between 100% and the percentage of Unavailable Time for the applicable month.
- d. “*Maintenance*” means scheduled Unavailability of the EcoStruxure IT platform. It will be announced by Schneider Electric 1 working day (excluding weekends and holidays) prior to the EcoStruxure IT platform becoming Unavailable.

2. Service Commitment: 99.9% Uptime

Schneider Electric will make the EcoStruxure IT platform Available 99.9% of the time each month.

If the EcoStruxure IT platform requires Emergency Maintenance to resolve critical incidents, such maintenance may happen immediately with little notification ahead of time. The customer understands and agrees that there may be instances where Schneider Electric needs to interrupt the EcoStruxure IT platform without notice in order to protect the integrity of the EcoStruxure IT platform due to security issues or other unforeseen circumstances. However, in the event of such Emergency Maintenance, Schneider Electric will notify customer with relevant information soon after or during the change. EcoStruxure IT maintains a [publicly available system-status webpage](#) which includes system availability details, scheduled unavailability for maintenance, service incident history, and relevant security events.

3. SLA Exclusions

The Service Commitment does not apply to any Unavailable Time, including but not limited to, Unavailable Time:

- That results from a suspension;
- Caused by factors outside of our reasonable control, including, without limitation, any force majeure event, telecommunications provider-related problems or issues, or Internet access or related problems occurring beyond the point in the network where Schneider Electric maintains access and control over the EcoStruxure IT platform;
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party;
- That results from any Maintenance.

4. Termination

If the Monthly Uptime Percentage of the EcoStruxure IT platform is less than 99% in any three months over any consecutive six-month period, then the Customer may terminate the EcoStruxure IT Expert subscription, by delivery of notice to Schneider Electric to that effect within 30 days of the last of such failures. If Customer terminates in accordance with the foregoing, then Schneider Electric will refund to Customer a pro-rata amount of any subscription fee prepaid to Schneider Electric and applicable to the unutilized portion of the subscription term for terminated subscription.