IFS ENERGY AND RESOURCES Hosting Services Policies and Procedures

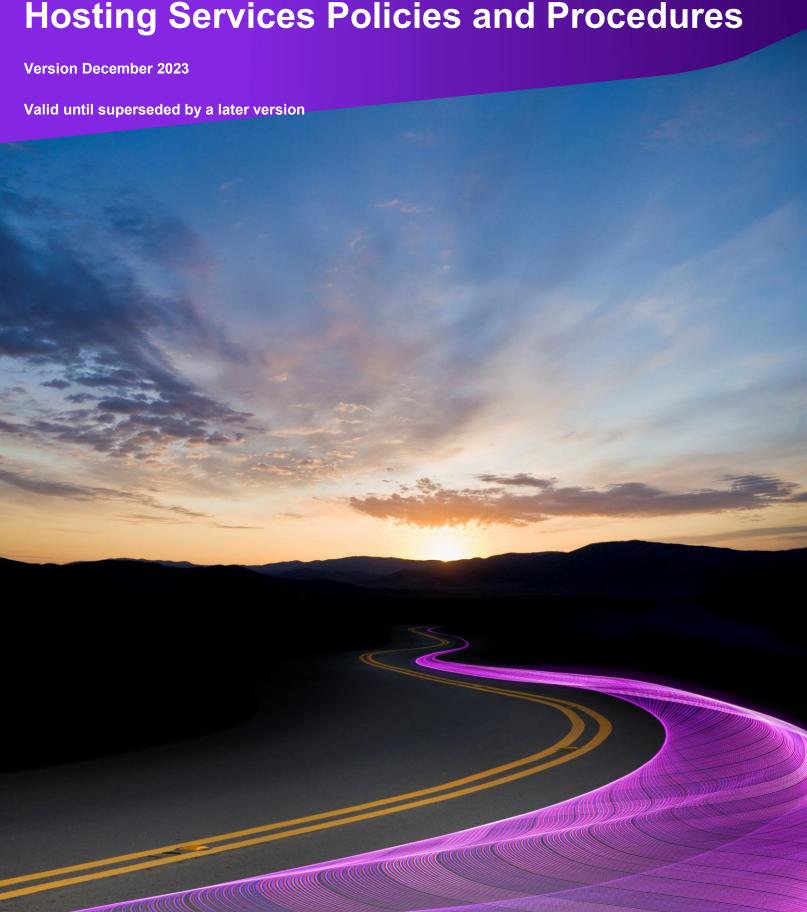




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1. Purpose of this Document

The purpose of this document is to outline IFS Energy and Resources ("IFS EnRs") current Hosting Services ("Services").

2. Hosting Support Services

The IFS EnRs Hosting Support Group provides the following services:

- 24X7 web access to the P2ES Customer Portal
- Ability to create, update and guery Customer cases via the P2ES Customer Portal
- Ability to guery and search knowledge bases via the P2ES Customer Portal
- Provide skilled personnel with appropriate problem management capabilities and technical knowledge with respect to the Services.

All problems or requests should be logged as cases in the P2ES Customer Portal. IFS EnRs offers 24X7 support for Severity 1 and Severity 2 Escalated cases (See Severity Level Definitions below). To promote a case to one of these two Severity levels, the user must call IFS EnRs Support in addition to logging the case through the portal.

Please refer to our documents found on the P2ES Customer Portal titled "Using the P2 Customer Portal" and "Searching Cases, Articles and Content" for details on how to effectively use the P2 Customer Portal. The Customer Portal login is https://p2energysolutions.secure.force.com/login. Customers also have access to our telephone support (North America 1-844-REACHP2, APAC Region +61 8-9241-0314) through a centralized phone number.

The applicable helpdesk telephone will be answered by one of the available Customer Support Specialists (CSS). In the event that a CSS is not immediately available the Customer will be prompted to leave a message or follow any specific auto attendant instructions.

3. Hosting Support Hours

The IFS EnRs Support Line phone number can be found at www.p2energysolutions.com/support or by dialing (North America 1-844-REACHP2, APAC Region +61 8-9241-0314)

Regular Hosting Support is provided Monday to Friday during IFS EnRs standard business hours (8:00 a.m. to 5:00 p.m. CST). Outside of these hours, Customers may access the P2ES Customer Portal to either log a case or lookup resolutions. Regular Hosting Support is not provided on statutory holidays. After hours telephone support will be provided on a reasonable commercial effort basis and is not a guaranteed service. After Hours Hosting Support will be available at no charge when the problem is caused by IFS EnRs Applications or Hosting Infrastructure and is a Severity 1 or Severity 2 Escalated case. Otherwise, a service fee will apply to After Hours Hosting Support based on IFS EnRs then current hosting support hourly rates.

Should a Customer require additional or scheduled After Hours Hosting Support, they may request that IFS EnRs provide 'on call' services for a pre-determined period of time during which calls will be paged outside regular hours. We require 7 business days' notice for this billable service to be put in place.



4. Hardware

- a. Provide, install, configure, test, operate and maintain the hardware infrastructure on hardware capable of meeting the service levels necessary to provide the Services. Hardware and hardware infrastructure will include the following:
 - 1. Hosted servers;
 - 2. IFS EnRs routers; and
 - 3. Network hardware and links necessary to provide secure Internet connectivity to Applications including IFS EnRs routers, and firewalls.
- b. Provide technical resources to support the IFS EnRs hardware infrastructure.
- c. Maintain the Applications on hardware capable of supporting the Services Service Level Agreements. IFS EnRs may, from time to time upgrade or swap equipment in order to provide optimal service levels as well as economies with equivalent or better hardware.
- d. Manage, maintain and monitor the hardware for the Services, including:
 - Systems backups;
 - System performance tuning;
 - Load balancing and sizing, as required;
 - Management of recovery and restore scripts;
 - Backup tape management;
 - Periodic reviews of system logs to identify and replace marginal components prior to a system outage;
 - Physical maintenance check-ups on the hosted environments:
 - Tracking of equipment change activities and equipment problem occurrences; and
 - Hardware vendor coordination to implement and resolve equipment problems.

5. 3rd Party Software

- Provide, install, configure, test, operate and maintain the 3rd party software necessary to support the Applications.
- Provide software infrastructure necessary to support the Applications as required on IFS EnRs hardware, including the following;
 - 1. Operating System software;
 - 2. Required 3rd Party software;
 - 3. Backup software;
 - 4. Monitoring software and upgrade capacity; and
 - 5. Security software.
- Upgrade and/or patch the 3rd Party Software, including the operating system, database software, and/or any other 3rd Party Software required to maintain the hosted environments. Notice of all planned upgrades and/or patches will be provided to Customers at least two weeks in advance, outside of emergency situations requiring immediate action, after which Customers will be notified at the earliest possible time.
- Limit Customer End User disruption of service for upgrades or patches to 3rd party software to the shortest period of time practical.



6. IFS EnRs Software

- Install and apply Application patches and version upgrades up to once per quarter.
- Refresh data to an existing TEST environment up to once per quarter, as requested.

Note, the implementation or setup of any new product modules or functionality will require professional services time and will be separately quoted on a billable, Time & Materials ("T&M") basis based on IFS EnRs' then current hosting support hourly rates.

Monitoring and Maintenance 7.

- Provide technical systems support and proactive monitoring of the Services, interfaces between the IFS EnRs and Customer applications, and disk sub-system capacity, including:
 - 1. Surveillance, response, and logging of problems with respect to hardware and software errors and disk fragmentation;
 - 2. Updating virus scanning and intrusion detection data and software (as appropriate) in accordance with vendor recommendations and comparable to industry best practices;
 - Managing databases in a manner that will protect the availability, performance, integrity and confidentiality of all Customer data (including implementation of regular backup and recovery procedures); and
 - 4. Maintaining separate (segregated) data to ensure Customer data confidentiality.
- Perform scheduled maintenance activities on the hosted servers (e.g. disk defragmentation, cold backup of database). The maintenance schedules are designed to minimize impact to Customer operations, and to avoid conflict with the 'normal' business hours of the Customer.
- Manage, maintain, monitor and tune the hosted databases for the Services, including:
 - 1. Providing complete database administration, operations, and support for the databases;
 - 2. Analyzing, planning and implementing changes in the size of database due to normal business fluctuations and project implementations;
 - 3. Performing logical and physical database control functions to support current systems:
 - 4. Performing database tuning and reorganization functions as required to maintain system performance requirements and in accordance with a schedule proposed by IFS EnRs;
 - 5. Analyzing, planning and implementing changes in the size of databases due to ordinary fluctuations in business growth;
 - Routine maintenance and modification of database archive processes and procedures; and
 - 7. Maintaining and running IFS EnRs provided database backup and recovery procedures to recover from a database outage, corrupt database or otherwise fulfill the backup and recovery requirements established by IFS EnRs.
- Provide security for hosted servers in order to prevent unauthorized external access.
- Provide system uptime and performance reporting for the production environment as per Service Levels.



8. Telecommunications

 Provide communication services and infrastructure required to provide the Services up to IFS EnRs' router in the IFS EnRs data center, including managing security for the circuits (including logical security at circuit termination equipment).

9. Risk Management

- Perform security administration for operating system and database.
- · Provide physical security for the data center.
- Perform daily incremental backups and weekly full backups, restores and off-site tape storage for Applications and data stored on hosted production servers and weekly backups of Applications and data stored on test and development servers.
- Production data backup tapes stored offsite after two weeks and retained for twelve months.
- Provide Disaster Recovery Services with a target Recover Time Objective (RTO) of 40 business hours and a Recovery Point Objective (RPO) of 24 hours.

If Customer elects, IFS EnRs can provide a more comprehensive Disaster Recovery/Business Continuity offering for an additional fee.

10. Application & Integration Support

- Track and manage any problems with the Services and resolve those problems related to the Services ("Problem Management Resolution"). IFS EnRs' approach to this responsibility will reflect an end user service focus. IFS EnRs' general responsibilities with respect to Problem Management Resolution will include the following:
 - Monitoring, controlling and managing each problem arising from or relating to the Services until it is corrected or resolved;
 - 2. Correcting or resolving problems with the Services;
 - 3. Taking appropriate measures to avoid reoccurrence of problems;
 - 4. Monitoring, measuring and providing reports on problems including statistics on the types of problems, total number of problems, outstanding problems and resolutions times; and
 - Maintaining communications with the Customer on problems through resolution
- Provide 24x7 on-call support for Severity 1 Services issues pertaining to the production
- Provide support during Prime Time (8:00 a.m. to 5:00 p.m. CST/CDT, Monday to Friday excluding statutory holidays) for non-Severity 1 issues.
- Assist Customer in resolving issues related to the following:
 - 1. Any problem resulting from the misuse, improper use, alteration or damage to the Services by Customer:
 - 2. Any problem, delay or other failure related to Customer's Internet access or Citrix browser;
 - 3. Any problem resulting from the combination of Services with other programming or equipment by Customer to be mutually agreed upon by both parties.



11. Availability

IFS EnRs strives to provide 99% Application Availability per the below standards:

(1) "Application Availability" measures the extent to which Hosting Services for the Production Server are available for use by Customer. Application Availability is measured in terms of Actual Uptime plus Routine Downtime expressed as a percentage of the Routine Uptime for the particular Hosting Services being measured.

Thus:

Application Availability % = (Actual Uptime + Scheduled Downtime + Routine Downtime) / Routine Uptime x 100, where "Routine Uptime" is the period of time (hours per month) during which the Hosting Services are to be Available. Due to the business critical nature of the Hosting Services, Scheduled Uptime will be calculated as number of days in that month x 24 hours;

Example: Actual Uptime for a 30 day month may equal 652 hours. (30 days * 24 hours per day = 720 hours available clock time) less, 17 hours per week or 68 hours per month for Routine downtime. Scheduled Downtime may equal 0 hours for the month. Application Availability for a month = (652 hours of Actual Uptime + 0 hours of Scheduled Downtime + 68 hours of Routine Downtime) / 720 hours of Scheduled Uptime in a 30 day month.

"Actual Uptime" is the aggregate amount of time within the Scheduled Uptime that the particular Hosting Services being measured are actually available to be used in accordance with their intended functionality.

(2) "Scheduled Downtime" is the aggregate of time that the particular Service being measured is not available due to any excuse of performance pursuant to a force majeure.

IFS EnRs shall maintain the Availability of the Hosting Services during such periods to the extent reasonably practicable. Examples of Scheduled Downtime include, but may not be limited to Force Majeure actions (including, but not limited to, earthquakes, tornados, hurricanes), power outages or fluctuations in communication and electrical power outages beyond the four (4) to six (6) hour capacity of IFS EnRs UPS units; and ii) provided such default or delay could not have been prevented by reasonable precautions on the part of the non-performing party, or Customer failure to provide resources that in any material respect causes a delay or failure to perform its responsibilities.

- (3) "Routine Downtime" is the lower of:
 - (1) The aggregate actual scheduled downtime for any maintenance in any month; but is not be limited to application patching, application upgrade and 100 hours, or the maximum downtime allowed for routine maintenance in any month as agreed by both parties
 - (2) "Response" means the elapsed time between Customer's report of a problem (e.g., help desk call) to IFS EnRs and the commencement of resolution efforts (e.g., technician arrival on-site, communication back to Customer by IFS EnRs, etc.).
 - (3 For Severity 1 issues, Customer must have a contact, which is knowledgeable and will be available about the issue, via phone. If Customer does not provide such a contact, then the problem is categorized as Severity 2.

A credit of 5% of the associated monthly Hosting Fees for each IFS EnRs Application that falls below this Application Availability standard within a calendar month will be rebated to the Customer.



12. Services Level Definitions

IFS EnRs responds to Customer's requests for assistance through the P2 Customer Portal or by telephone in order of severity/priority. The following table outlines IFS EnRs Service Level Definitions.

Severity	Definition			
Severity 1	A software defect or situation is preventing the completion of a time critical process and/or prevents completion of other associated time critical tasks for which no workaround exists.			
	Action: 1) Log the Case on the P2ES Customer Portal. 2) The designated Customer Contact is to phone the applicable IFS EnRs helpdesk. In the event a CSS is not immediately available the Customer will follow any auto attendant instructions. Your contact should clearly indicate priority, impact to you and the date you expect resolution.			
	What to expect from the Customer Support Contact: The problem will be reviewed and diagnosed. Prioritization and classifications reviewed. The problem will be addressed immediately; its priority escalated above all other tasks. IFS EnRs' contact will let you know when he/she will be getting back to your contact and keep him/her apprised of the actions being taken and our progress. IFS EnRs will work 24X7 until the issue is resolved or for as long as useful progress can be made. Customer will also provide a 24X7 contact with the correct skill to assist with data gathering, testing and applying fixes.			
	Customer will also provide a 24X7 management contact to assist in accessing proper resources and for IFS EnRs to communicate status. IFS EnRs will provide any possible workarounds until a fix can be addressed. Should the workaround be agreeable, the status of the case will be downgraded to a Severity 2 priority. If the issue comes in after normal business hours, the afterhours support process will be provided, on a reasonable commercial efforts basis and/or work will resume next business day.			
Severity 2 – Escalated	A software defect or situation is restricting the completion of a time critical process and/or completion of other associated time critical tasks for which no workaround exists. Operation can continue in a restricted fashion.			
	Action: 1) Log the Case on the P2 Customer Portal. 2) The designated Customer Contact is to phone the applicable IFS EnRs helpdesk. You should clearly indicate the priority, the impact to you and the date you expect resolution.			
	What to expect from the Customer Support Contact: The problem will be reviewed and diagnosed. Prioritization and classifications reviewed. Upon agreement from IFS EnRs and Customer, IFS EnRs will dedicate an appropriate resource to work the case on a continuous basis during normal business hours and will continue on this course until a solution is delivered. IFS EnRs will provide any possible workaround until a fix can be addressed. Should the workaround be agreeable, the status of the case will be downgraded to a Severity 2 priority.			
Severity 2	A software defect or situation has occurred which is preventing completion of a particular task that is not time critical or for which a workaround exists. Business functions to be performed can continue, although they are significantly impeded. The impact of this is that productivity is significantly impacted and/or potential exists to make wrong business decisions. For example, incorrect data is being calculated, displayed and/or stored in the database that is the basis for business decisions. Action: Log the Case on the P2ES Customer Portal. 2) The designated Customer Contact is to			



phone the applicable IFS EnRs helpdesk. You should clearly indicate the priority, the im and the date you expect resolution.				
	What to expect from the Customer Support Contact: The problem will be reviewed and diagnosed during our stated business hours. Prioritization and classifications reviewed. IFS EnRs will provide any possible workarounds that may be acceptable until a fix can be addressed.			
Severity 3	A software defect or situation has occurred which does not prevent the Customer from continuing their work but requires attention. Business functions to be performed can continue and the impact of this is that productivity is slightly impacted. For example, data is being calculated, displayed and/or stored in the database that is not the only basis for business decisions			
	Action: Your contact is to log the case on P2ES Customer Portal. You should clearly indicate the priority.			
	What to expect from the Customer Support Contact: The problem will be reviewed and diagnosed during our stated business hours. Prioritization and classifications reviewed. IFS EnRs will provide any possible workarounds that may be acceptable until a fix can be addressed.			
Severity 4	A software defect or situation that does not prevent the completion of a particular task but is annoying. Business functions to be performed can continue. There are no impacts to productivity and/or no potential exists to make wrong business decisions. For example, cosmetic changes made to screens so it displays differently.			
	Action: Your contact is to log the case on the P2ES Customer Portal. You should clearly indicate the priority.			
	What to expect from the Customer Support Contact: The problem will be reviewed and diagnosed during our stated business hours. Prioritization and classifications reviewed. IFS EnRs will provide any possible workarounds that may be acceptable until a fix can be addressed.			

13. Response and Resolution Times

The following table outlines the estimated time for an IFS EnRs Support resource to respond to a Customer's request after they have contacted IFS EnRs for service and our target resolutions times.

Severity	Time to Respond	Target Resolution Time	Target Software Change Resolution Time Target
Severity 1	15 – 60 Minutes	ASAP	ASAP
Severity 2 –	2 Hours	ASAP	ASAP
Escalated	2 – 4 Hours	15 Business Days	A Patch or Release
Severity 2	12 Hours	20 Business Days	Future Release
Severity 3	48 Hours	45 Business Days	Future Release
Severity 4		,	

^{*} Target Resolution Time: Defined as non-software related solution or workaround.



14. Independent Audit

IFS EnRs seek to perform a SOC 1, Type I or Type II audit using independent auditors for applicable hosted production environments and will make this report available to applicable customers for a fee that is designed to cover the cost of receiving the audit.

Shortly before an audit is complete, IFS EnRs will seek to notify applicable customers that a report will be available shortly and ask if the customer would like to receive a copy. For those customers who timely respond back with a request to receive a copy, IFS EnRs will calculate the total number of user licenses held within this group and will divide the total audit cost by this calculated total number of users. When the report is completed and delivered via email, each customer that receives the audit report will be invoiced their user count multiplied by the per- user cost. Such audit report will be subject to the confidentiality provisions in the agreement with the Customer.

If a customer fails to respond in time and then subsequently requests a copy of an audit report, that customer will have the audit report provided at the same per-user cost as the original recipient customer group.

15. Customer Responsibilities

- Provide support for Internet access at Customer locations.
- Provide management of Customer printers/devices.
- Provide on call resources who are capable of assisting after hours with the resolution of all Severity 1 and Severity 2 Escalated cases that require Customer feedback or support.
- Provide connectivity from Customer location(s) to IFS EnRs' router if connected via land line, including:
 - 1. Procure, install and maintain hardware of circuit and equipment (routers and CSU/DSU's);
 - 2. Circuit monitoring and troubleshooting;
 - 3. Customer equipment maintenance and troubleshooting; and
 - 4. Managing security for the circuits (including logical security at circuit termination equipment).
- Provide sufficient licenses to the hosted IFS EnRs Applications for all of the Customer users that will access the Applications and have the Applications covered by a separate current software maintenance agreement with IFS EnRs.
- Provide standard Desktop Device, Desktop Peripherals and LAN configuration to support the Applications.
- Perform security administration and application system administration for the IFS EnRs Applications including, but not limited to, maintenance of user accounts and responsibilities.
- Provide all infrastructure services of Customer employees and contractors at Customer side including on-site support.

16. Additional Services

From time to time, Customer may request IFS EnRs to perform Additional Services outside of the scope of normal Hosting Services. Customer shall pay IFS EnRs on T&M basis for hours worked and materials used by IFS EnRs personnel on such Additional Services. The charge ("T&M Fee") for the hours worked shall be computed based on IFS EnRs' then current applicable professional services hourly rates, or as otherwise agreed to by the parties.

Additional Services may include, but are not restricted to, the following:

- · Custom development including forms, reports, queries, filters or statistics
- Integration to additional applications, data sources



- Adding new 3rd party applications and/or products to the Hosting Services
- Material process reengineering
- On-site technical and functional support
- Support of additional interfaces and/or 3rd party applications
- · Install upgrades of customer software
- · Assistance with customer data loads/extractions
- Logical query definition support for client side modules of Oracle Discoverer
- · Additional disaster recovery planning and testing
- Additional database refreshes beyond the included refresh per quarter
- Installation of IFS EnRs application patches and version upgrades more frequently than once per quarter
- Other requests such as the Customer may make and IFS EnRs may agree

All Additional Service requests will be preceded by the delivery of a written estimate and require written approval from the Customer Contract Executive prior to the start of work. IFS EnRs will notify Customer and secure additional approval prior to continuing Additional Services if it is determined that actual costs will exceed the written estimate by more than ten percent (10%).