

### 1) SCOPE

- a) This Support Services Policy (SSP) sets out the standard service levels that apply to Onwave's OWL Platform comprising of the; OWL Portal, OWL Mobile App, OWL Tags (Hardware) and Base-stations.
- b) This Policy is to be read in conjunction with the Onwave OWL Customer Agreement
- c) This Policy may be reviewed at any point, by mutual agreement.
- d) This Policy may also be reviewed if there are any changes to the Customer's OWL solution.
- e) Onwave will endeavour to resolve service issues in the fastest possible timeframes and service support take precedence over Business as Usual processes.

### 2) SUPPORT HOURS

- a) The Support Hours covered by this SSP are 8:00 am to 5pm Monday to Friday (UK local time).
- b) During Support Hours customers can either call our support number 0203 434 5002 or email **owlsupport@onwave.com** and our team will respond as soon as possible.
- c) Outside of these hours customers should email **owlsupport@onwave.com** and our team will respond as soon as possible within the next available support window.
- d) Enhanced support can be obtained by the Customer procuring an Enhanced Support Contract, this will provide the customer with 24/7/365 support.

### 3) SERVICES COVERED

- a) This Support Policy covers the following elements of the OWL Services:
  - i) OWL Portal – The OWL Web Portal which is available at <https://portal.owl-bi.com/>
  - ii) OWL Mobile App – The OWL mobile app which is available via the Google Play (Android) and App Store (Apple iOS) hardware,
  - iii) OWL Tags – The OWL hardware developed to support the OWL Services
- b) This agreement only applies to issues/faults found with the above elements of the Onwave Services.
- c) This agreement only applies to OWL Tags that are within the original warranty period (1 Year from date of purchase) or that are covered by an Extended Warranty.
- d) This agreement only applies where the customer has active user licenses/ subscriptions within their OWL Portal.
- e) This policy does not cover sales and general enquiries which should be directed to your account manager or **owlsales@onwave.com** or via phone to 020 3434 2100 during standard business hours

### 4) SERVICE PERFORMANCE

- a) OWL is developed on Microsoft Azure to provide industry recognised uptime and availability levels.
- b) Onwave provides a service availability for the OWL Portal (comprising the Webservers, Databases, APIs, etc.) as stated in Section 9) – Support Services Matrix
- c) Onwave provides a best effort resolution time in respect of the OWL Portal i.e., staff resources are re-prioritised in respect of resolution of issues/faults.
- d) The OWL Portal is hosted within UK data centres and customers should note that all data will be held within the UK, unless agreed otherwise in writing prior to deployment.
- e) The OWL App will be made available via publicly recognised App Stores for running on supported Apple iOS or Android OS devices only, customer should verify the suitability of their devices for running the OWL App.
- f) Onwave cannot support the OWL App where this is installed on non-approved operating systems or devices.
- g) Onwave will do everything that is reasonably practical to support the customer to rectify issues in a timely manner. However, there are a few exclusions, stated in section 8).
- h) Onwave staff will provide/share data/information on an issue with the Customer and 3<sup>rd</sup> Parties such as Microsoft and our partners in order to ensure faster resolution and service investigations.
- i) Onwave commits to service performance levels for OWL Tags as stated in Section 9) – Support Services Matrix

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### 5) RESPONSE AND RESOLUTION TIMES

- a) Onwave commits to the response and resolution times stated in Section 9) – Support Services Matrix In respect of all faults found to have developed with the OWL Portal.
- b) Faults will be prioritised based on their criticality and impact to customers.
- c) Onwave will provide support for the OWL Portal, OWL Mobile App and Onwave supplied OWL Tags only.
- d) Onwave cannot support customer owned equipment used in conjunction with the OWL Services.
- e) Onwave will use reasonable endeavours during a service outage to restore service availability for The Customer.
- f) If an Onwave OWL Tag develops a fault, Onwave will work with the customer to conduct initial troubleshooting of the device. Where the device issues cannot be resolved, Onwave will use reasonable endeavours to replace the OWL Tag as soon as is practicable following receipt and inspection of the returned Tag.

### 6) COMPENSATION

- a) Should the response times detailed in Section 9) not be met, taking into account the standard support hours then Compensation will be made in the form of OWL credits as stated in Section 9) – Support Services Matrix. Any agreed compensatory OWL credits will be automatically added to the Customer account. The number of OWL credits that can be provided for a single working day is limited to the average daily number of OWL credits used by the Customer in the preceding 7 day period.

### 7) COMMUNICATION AND NOTIFICATION

- a) The Customer will nominate an individual contact/group/hierarchy of contacts (The Contact) typically either the Company Admin or Project Admin, to whom any fault updates will be communicated to, and who will be responsible for providing all reasonable assistance to Onwave throughout the diagnosis and resolution of faults.
- b) The Contact shall provide all reasonable assistance in the form of performing basic diagnostic steps as requested by an Onwave technician/engineer.
- c) The Customer should contact the OWL Support Team by telephone on 020 3434 5002, or e-mail **owlsupport@onwave.com** as soon as a fault with the service is suspected.
- d) The Customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to the Onwave technician/engineer in determining the cause of the fault condition.
- e) Any complaints in respect of this Support Services Policy should be raised with the OWL support team by calling 0203 434 2100 and selecting OWL Support.

### 8) EXCLUSIONS

- a) This Support Services Policy does not apply to:
  - i) Any equipment, software, or services not listed above or within the Customer Agreement
  - ii) Software, equipment or services not hired, purchased and or managed by Onwave
- b) Additionally, this SSP does not apply when:
  - i) The problem has been caused by using equipment, software or service(s) in a way that is not recommended, including any act or omission of the Customer or its Authorised Users.
  - ii) The Customer has made unauthorised changes to the configuration or physical set up of affected equipment, software or services, including any modification or alteration of the OWL Services by any party other than Onwave or Onwave's duly authorised contractors or agents.
  - iii) The issue is associated with Satellite Positioning (e.g., GPS) availability and accuracy as these are provided without guarantees
  - iv) The issue is associated with a lack of mobile connectivity on the OWL Tag or device, as a result of a lack of signal coverage, or as a result of the device being used outside of the agreed territory.
  - v) The Customer has prevented Onwave from performing required maintenance and update tasks.

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- vi) The issue has been caused by unsupported equipment, software or other services, for example equipment that does not meet the minimum specification stated.
- vii) The OWL App or device software has not been updated by the Customer to use the latest available version.
- viii) This SSP does not apply in circumstances that could be reasonably said to be beyond Onwave's control.  
Any force majeure event: which shall include war (or other action of military forces), terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, extreme traffic congestion, strike, lock-out or other industrial disputes (whether or not involving employees of Onwave), legislative or administrative interference or national crisis.
- ix) The issue is caused by any failure of the Third Party Hosting Provider
- x) The issue is associated with any failure, interruption, outage, or other problem with any software, hardware, system, network, or facility which is provided by a third party.
- xi) Maintenance is being carried out by Onwave which it has provided the Customer with advance written notice of, such maintenance to be carried out (wherever reasonably possible) during the hours of 10.00pm to 2.00am UK time.
- c) This SSP also does not apply if the Customer is in breach of its contract with Onwave for any reason (e.g., late payment of fees).
- d) The Service Levels will not apply in respect of faults where the cause has been identified as being a malicious act or otherwise through the actions of another user that have been found to be in breach of the OWL Customer Agreement.
- e) The Service Levels will not apply in respect of faults which are the result of misuse or interference with Onwave supplied and managed equipment.
- f) The Service Levels will not apply in respect of faults which are the result of Customer owned equipment not defined within the relevant OWL Customer Agreement.
- g) The Service Levels will not apply in respect of faults where the problem lies with a supplier, the Customer or a 3rd party and the Resolution Time may be affected.
- h) Consumables that are purchased will have a 1 year warranty from date of purchase.
- i) Tags are provided on a hire only basis, limited warranties are offered by Onwave during the hire period.
- j) If a faulty Tag is returned to Onwave and the unit has been disassembled or if the seal is found to be broken Onwave reserve the right to charge any costs associated with rectifying a fault or replacing the unit at the full replacement cost if this is found to be the case.

## 9) SUPPORT SERVICE MATRIX

Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
OWL Portal	OWL Portal must be available	99.9% Availability	3 hours	8 hours	One OWL user days' worth of credits for every full and continuous 8 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Functionality Primary Functions available	Primary functions are a) Live View, b) ability to produce shapes, c) ability to create alerts, d) ability to add new users	5 hours	12 hours	One OWL user days' worth of credits for every full and continuous 12 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Functionality Secondary functions available	Functionality Secondary Any functions not expressly listed as Primary. User can still use the system though a lack of functionality is causing some inconvenience	12 hours	24 hours	One OWL user days' worth of credits for every full and continuous 24 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Other low priority issues not causing inconvenience		12 hours	Open ended	Not applicable
OWL Mobile App Android	Available to download via Google Play Store or to side load (by agreement).	Available to download, open App and login so that User Interface is visible.	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated Support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Functionality	Live view available Able to send and receive alerts	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated Support hours) that the

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## SCHEDULE 5– Support Services Policy



Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
					issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL Mobile App iOS	Available to download via App Store or to side load (by agreement).	Available to download, open App and login so that User Interface is visible.	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Functionality	Live view available Able to send and receive alerts	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL TAG Hired	Functionality	Must connect to portal and be visible on Live View. Ability to associate with a Project Provide an 8 hour battery life (based on 30 second update rate) Must receive alerts	3 hours	48 hours	Tag will be replaced within 48 hours if issue cannot be solved remotely. Tag hire will suspended for days that a Tag is not functioning as design provided notification has been provided. The Tag credit charges will be

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## SCHEDULE 5– Support Services Policy



Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
					suspended accordingly should this occur. One Full user day will also be credited for every full working day (weekday only) that the Tag is not functioning.
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL Base-station Hired	Functionality	RTK service is not available to Tags	3 hours	72 hours (providing access to base-station is provided by Customer)	Please note, the Tags should automatically failover to the nearest available base-station. We will replace the base-station within 72 hours provided access is made available. The credit charge for the base-station will be suspended/ re-imbursed for any down time within a month.

Note – the durations listed for response times, resolution times and compensation levels are only counted during Support Service hours (Monday to Friday, 8.00am to 5.00pm). For example, an issue reported with non-availability of the OWL Portal at 4pm on a Friday would have a 3 hour response time which would become due at 10.00am on the following Monday.

Please note that the resolution/replacement times quotes are for hardware items located in the UK. Resolution/replacement times for hardware used outside of the UK is available upon request and is on a case by case basis relating to the individual Customer and region.

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