

APPENDIX 2 – PLATFORM SERVICE-LEVEL AGREEMENT

1. Purpose

- 1.1. The purpose of this Service-Level Agreement (the “SLA”) is to describe the characteristics of the Services provided by BePark and the service levels that aim to ensure that the BePark Services comply with the Agreement and with the Customer’s expectations.

2. Availability of the BePark Platform

- 2.1. The availability of the platform provided by BePark in the context of the BePark Services is expressed as a percentage of time calculated on a monthly basis (“Platform Availability”) during which the platform will be accessible and usable. BePark undertakes to use all reasonable commercial and technical efforts to ensure the following level of Platform Availability:

Time Frame	Software Availability
Monday through Sunday (24/7)	99.75%

- 2.2. “Excusable Downtime” is the time during which the platform provided by BePark is not accessible and usable due to (i) Force majeure, (ii) maintenance scheduled by BePark at least 3 days in advance, or (iii) use not in accordance with the terms of the Agreement and in particular the General Terms and Conditions and the Terms of Use. Excusable Downtime will not be taken into account when confirming whether the Service Levels (Platform Availability) have been achieved.
- 2.3. If the Service Levels are not achieved over a given monthly period (excluding Excusable Downtime), the Customer will be entitled to a reduction in the Charges related to the affected Parking Lots, calculated according to the following table:

Software Availability during month N	Operational Availability during month N	Reduction
< 99.75 % and ≥ 99.5 %	< 99.75 % and ≥ 99.5 %	20% of the Usage Costs for month N
< 99.5% and ≥ 99%	< 99.5% and ≥ 99%	30% of the Usage Costs for month N
< 99% and ≥ 97%	< 99% and ≥ 97%	40% of the Usage Costs for month N
< 97% and ≥ 95%	< 97% and ≥ 95%	50% of the Usage Costs for month N
< 95%	< 95%	80% of the Usage Costs for month N

- 2.4. The reduction will be applied on the next invoice issued by BePark to the Customer concerned, it being up to them to reflect it on the costs invoiced to the Customer concerned. BePark assumes no responsibility in this regard.

3. Maintenance and Support Services

- 3.1. The following terms shall have the meaning defined in this article:
- 3.1.1. “Resolution Time” means the target resolution time associated with a priority level as defined in this SLA.
- 3.1.2. “Response Time” means the target response time associated with a priority level as defined in this SLA.
- 3.1.3. “Priority Level” means the level assigned to an Incident or Problem as defined in this SLA.

- 3.1.4. “**Incident**” means each question, request, complaint, error report, or comment concerning the BePark Services, including concerning performance by the platform provided by BePark that is perceived as faulty.
- 3.1.5. “**Problem**” means the cause of an Incident, which is either a Technical Problem or an Other Problem.
- 3.1.6. “**Technical Problem**” means a malfunction of the platform provided by BePark.
- 3.1.7. “**Other Problem**” means any Problem other than a Technical Problem, such as any Problem resulting from the Owner, the Customer, and/or any User not using the Parking Lot(s) or the BePark Services in accordance with the terms and conditions of the Agreement.
- 3.2. BePark will make reasonable efforts to handle any Incident caused by a Technical Problem in accordance with the Response and Resolution Times and according to the Priority Level of the Incident in question, as mentioned in this SLA, and to remedy the underlying Technical Problem. If it turns out that the Incident is caused by an Other Problem, BePark will have no obligation to remedy it within the scope of the Maintenance and Support Services but may do so at the request of the Customer within the scope of General Maintenance.
- 3.3. Incidents that are not related to a Problem (for example, without limitation, a suggestion or a request for information) are considered to have no Priority Level, and BePark will handle them to the extent of its ability and where applicable within the scope of General Maintenance.
- 3.4. If BePark is unable to meet the Response Times and/or the Resolution Times specified in this SLA, BePark will communicate a specific action plan to the Customer concerned.
- 3.5. Support and Maintenance Services are available from 9:00 a.m. to 5:00 p.m. CET on Coverage Days.

4. **General Maintenance**

- 4.1. Any service performed by BePark within the scope of this SLA that does not constitute the resolution of a Technical Problem (and the related Incident) will be considered General Maintenance and will be billed separately as “Consultancy Costs”.
- 4.2. General Maintenance includes (but is not limited to):
 - 4.2.1. advice on how to use, configure, or administer the platform provided by BePark;
 - 4.2.2. modified specifications, change requests, and impact analyses;
 - 4.2.3. resolution of an Other Problem (and the related Incident);
 - 4.2.4. providing, at the request of the Customer, the documentation related to the work carried out by BePark within the scope of General Maintenance.

5. **Obligations of the Customer**

- 5.1. In order to enable BePark to be able to perform its obligations in accordance with this SLA, the Customer must:
 - 5.1.1. provide BePark with all relevant information when reporting an Incident, including, without limitation, the name of the person reporting the Incident, the date of the Incident, and a description of the Incident and the presumed underlying Problem, where applicable, and any other diagnostic information that may be useful;
 - 5.1.2. provide BePark with all commercially reasonable assistance necessary to reproduce and demonstrate any Problem;
 - 5.1.3. provide BePark with all documentation, test cases, sample data, and anything else reasonably required by BePark to investigate the reported Incident and rectify the Problem, where applicable;
 - 5.1.4. give notice of any Incident without delay.

6. **Incident Reporting**

- 6.1. In the event of an Incident taking place on Parking Lot(s) managed by an office dedicated to on-site installations and/or a security office operated directly or indirectly by the Customer, Incidents must first be reported to these on-site services, who will redirect them to BePark if necessary.
- 6.2. Any Incident must be reported as follows:
 - 6.2.1. through the online support service;
 - 6.2.2. only in the absence of access to the online support service, through contact by e-mail or telephone;
 - 6.2.3. for any Technical Problem with a presumed Priority Level of 1 or 2, through the online support service, with prompt confirmation by telephone, provided that Priority Level 1 and 2 Technical Problems that are not confirmed by telephone will be considered Priority Level 3 Technical Problems.
- 6.3. Although the support services cover coverage hours during coverage days, other support measures (e.g., on-call support) may apply when support services are provided outside of coverage hours and coverage days.
- 6.4. Contact information for the service desk are as follows (and may be updated from time to time by BePark, with notice to the Customer):

Support E-mail	support@bepark.eu
General Support	02 880 05 50

7. **Performance Reporting**

- 7.1. At the request of the Customer, and at most once per month, BePark will provide a report (on, for example, the number of Incidents reported, the type of Incidents (i.e., caused by a Technical Problem or Other Problem or not caused by a Problem).

8. **Effect of Termination**

- 8.1. Termination of the Agreement for any reason will result in the immediate termination of any Support and Maintenance Services. Non-payment of all or part of the Charges when due will result in the immediate suspension of the Support and Maintenance Services even in the absence of termination of the Agreement.