

APPENDIX II

IZIX SERVICE-LEVEL AGREEMENT

1. Scope

The purpose of this Service-Level Agreement (the “SLA”) is to describe the Maintenance and Support Services provided by IZIX in connection with the Agreement and the service levels that apply to the IZIX Services. This SLA supplements the IZIX General Terms and Conditions. Capitalized terms not defined herein have the meaning given to them in the General Terms and Conditions.

This SLA is structured in three parts, reflecting the different nature of the services concerned:

Part	Applies
Part A – Software & IZIX API Levels	Always, to all Customers of the IZIX Solution, including any use of the IZIX API and any IZIX Middleware licensed under the Specific Terms & Conditions for API Access and Third-Party Integrations.
Part B – IoT & Hardware Service Levels	Where IZIX has installed its IoT Access Device and/or Peripheral Equipment under the Specific Terms & Conditions for Installation. Part B does not apply to a third-party system, which is governed by the Specific Terms & Conditions for API Access and Third-Party Integrations.
Part C – Common Provisions	Always, to all Customers, in respect of both the Software Services and, where applicable, the IZIX Equipment.

The Software Services, including any IZIX Middleware, are cloud services fully operated by IZIX, for which IZIX commits to a measured availability level with associated service credits (Part A). The IoT Access Device and Peripheral Equipment are physical equipment installed in the Customer’s environment, whose operation depends on factors partly outside IZIX’s control (such as power supply, physical environment and Building Equipment); for such equipment, IZIX commits to defined service response and intervention levels rather than to a credited availability percentage (Part B).

Unless expressly stated otherwise (in particular the availability commitment and associated service credits under Section 3), all response, restoration, resolution and intervention times set out in this SLA are targets that IZIX undertakes to pursue with all reasonable commercial and technical efforts, and do not constitute an obligation of result.

2. Definitions

“**Software Services**” means the Platform, the IZIX API and any IZIX Middleware, together.

“**Platform**” means the Parking Operating System and the Mobile App, forming the IZIX Solution.

“**Installation Terms**” means the Specific Terms & Conditions for Installation, being Appendix III to the General Terms and Conditions.

“**Integration Terms**” means the Specific Terms & Conditions for API Access and Third-Party Integrations, being Appendix VI to the General Terms and Conditions.

“**Status Page**” means the IZIX public service status page available at <https://status.izix.eu>, which constitutes the official channel for service status and P1 & P2 incident communication.

“**Incident**” means each question, request, complaint or error report concerning the Software Services or, where applicable, the IoT Access Device or Peripheral Equipment, including performance perceived as faulty.

“**Problem**” means the cause of an Incident, being either a Technical Problem or an Other Problem.

“**Technical Problem**” means a malfunction of the Software Services or, where applicable, the IoT Access Device or Peripheral Equipment.

“**Other Problem**” means any Problem other than a Technical Problem, such as a Problem resulting from use not in accordance with the Agreement, or from equipment or systems outside IZIX’s responsibility.

“**Restoration**” means the restoration of the affected service to an operational state for the Customer, either through a fix or through a satisfactory workaround. Restoration addresses the operational impact of an Incident.

“**Root Cause Resolution**” means the permanent resolution of the underlying Technical Problem so that it does not recur, typically through a product patch or a fix incorporated into a future release.

“**Priority Level**” means the level assigned to an Incident or Problem as defined in Section 12.

“**Coverage Hours**” means 9:00 a.m. to 5:00 p.m. CET on Coverage Days, being business days in Belgium.

“**Working Hour / Working Day**” means an hour or day within Coverage Hours / Coverage Days.

PART A – SOFTWARE & API SERVICE LEVELS

3. Availability and Service Credits

3.1 Availability Commitment

The availability of the Software Services is expressed as a percentage of time during which the Software Services are accessible and usable (“Software Availability”). Software Availability is measured 24/7 (Monday through Sunday) over a rolling 90-day window and assessed at the end of each calendar month. IZIX undertakes to use all reasonable

commercial and technical efforts to ensure a Software Availability of 99.75%.

The Platform and the IZIX API are monitored separately and their respective status is published on the Status Page; they are however subject to a single, common availability commitment.

3.2 Measurement

Software Availability is measured by IZIX's monitoring systems, which constitute the authoritative source of measurement. Incidents affecting availability are recorded on the Status Page.

3.3 Excusable Downtime

"Excusable Downtime" is the time during which the Software Services are not accessible or usable due to:

- a Force Majeure event;
- maintenance scheduled by IZIX with at least 3 days' prior notice;
- use not in accordance with the Agreement, in particular the General Terms and Conditions and the Terms of Use;
- a failure or unavailability of networks, equipment, systems or services provided by the Customer or a third party outside of IZIX's scope of responsibility, including any third-party system with which the IZIX Solution interoperates.

Excusable Downtime is not taken into account when confirming whether the availability commitment has been achieved.

3.4 Service Credits

If the Software Availability measured over the 90-day window ending on the last day of a given month N is below 99.75% (excluding Excusable Downtime), the Customer will be entitled to a reduction of the License Fees relating to month N+1 for the affected Parking Lots, calculated according to the following table:

Software Availability over the 90-day window ending with month N	Reduction of the License Fees for month N+1
< 99.75% and ≥ 99.5%	20%
< 99.5% and ≥ 99%	30%
< 99% and ≥ 97%	40%
< 97% and ≥ 95%	50%
< 95%	80%

Service credits apply to License Fees only, to the exclusion of Hardware and installation Fees and Service Fees. Where License Fees are invoiced annually, the reduction applies to one twelfth of the annual License Fees. A given period of unavailability is taken into account only once for the purposes of determining service credits: where it has given rise to a service credit for a given month, it is disregarded for

the determination of service credits for subsequent months. The reduction is applied on the next invoice issued by IZIX to the attention of the Customer concerned, upon written request of the Customer made within 30 calendar days following the end of month N, it being up to the Customer concerned to reflect it on the costs invoiced to its own customers, if any. IZIX assumes no responsibility in this regard. Service credits constitute the Customer's sole and exclusive financial remedy for any failure to meet the availability commitment.

PART B – IOT & HARDWARE SERVICE LEVELS

4. Scope and Nature of the IoT & Hardware Service Levels

This Part B applies only where IZIX has installed its IoT Access Device and/or Peripheral Equipment under the Specific Terms & Conditions for Installation. Where access control is operated through an access control system supplied, owned or operated by the Customer, the Owner or by a third party, this Part B does not apply; the interoperability between that system and the IZIX Solution is governed by the Specific Terms & Conditions for API Access and Third-Party Integrations, and the service levels applicable to the IZIX API and to any IZIX Middleware are those set out in Part A.

The IoT Access Device and Peripheral Equipment are physical equipment operating in the Customer's environment. Their operation depends on factors partly or entirely outside IZIX's control, including power supply, the physical and radio environment of the Parking Lot, the Building Equipment quality and third-party systems. For this reason, and in line with market practice for access control equipment, IZIX does not commit to a credited availability percentage for such equipment. Instead, IZIX commits to the service response and intervention levels set out in this Part B.

The reachability of each installed IoT Access Device through the dedicated connectivity network provided and managed by IZIX is monitored continuously by IZIX as a service objective. Reachability information and related incidents are available through the reporting referred to in Section 10.

The obligations of the Owner relating to the IZIX Equipment, including access to the Building(s) and to the equipment, the proper functioning of the Building Equipment, prior notice of modifications to the physical environment of the Parking Lot and diagnostic cooperation, are set out in the Specific Terms & Conditions for Installation.

5. IoT & Hardware Service Commitments

5.1 Remote Operations First

IoT Access Devices are monitored, maintained and updated remotely by IZIX. Remote diagnostics and remote software updates constitute the first level of intervention. IZIX proactively monitors the reachability of each installed IoT

Access Device and the health of the dedicated connectivity network, and initiates remote remediation upon detection of an anomaly, whether detected by IZIX or reported by the Customer.

IZIX will initiate remote diagnostics and debugging within 1 Working Day of the detection or reporting of a malfunction of the IoT Access Device or Peripheral Equipment.

Peripheral Equipment is supported under the same regime: remote diagnostics where technically possible, followed by on-site intervention in accordance with Section 5.4. The reachability monitoring referred to above applies to the IoT Access Device; malfunctions of Peripheral Equipment are typically identified through diagnostics or Customer reporting.

5.2 Fail-Safe Behaviours

Depending on the model installed, the IoT Access Device supports fail-safe behaviours designed to guarantee continuity of operation and of access, which may include connectivity redundancy (automatic failover between carriers or simultaneous dual connectivity) and Fail-Open Mode in case of unavailability of the Platform or loss of connectivity. The fail-safe capabilities applicable to a given installation are those of the IoT Access Device model specified in the applicable Order Form or product documentation.

The configuration of Fail-Open Mode, and the allocation of risk where a fail-safe behaviour is available but not enabled or where a model without such capability has been selected, are governed by the Specific Terms & Conditions for Installation.

5.3 Recognition Performance of Identification Equipment

Peripheral Equipment relying on optical recognition, such as ANPR cameras, operates by probabilistic image analysis. The rate of correct recognition at a given Parking Lot depends on factors that IZIX does not control, or controls only in part, including the angle and distance of installation, lighting and weather conditions, the condition, format and legibility of the plate, the cleanliness of the lens, the position and speed of the vehicle, and any obstruction.

IZIX undertakes to select equipment appropriate to the site, to install and configure it in accordance with the manufacturer's recommendations and good industry practice, and to pursue a high level of correct recognition. This constitutes an obligation of means. No rate of correct recognition is guaranteed, and no such technology achieves complete recognition. Any indicative recognition rate communicated by IZIX, is given for information only under nominal conditions and does not constitute a commitment.

Accordingly, the failure to recognize a vehicle on a given passage does not constitute an Incident, a Technical Problem or a malfunction of the Peripheral Equipment, and is not taken into account in the assessment of any service level under this SLA.

IZIX provides at least one alternative means of opening the barrier or gate, such as opening through the Mobile App, a QR code or a keypad, so that a failure to recognize a vehicle does not prevent access. The configuration of that alternative means, and the allocation of risk where it is not enabled or not communicated to Users, are governed by the Specific Terms & Conditions for Installation.

Where the Customer reports a persistently degraded recognition rate at a Parking Lot, IZIX will review the placement and configuration of the Peripheral Equipment concerned and propose reasonable adjustments. Where an adjustment is required by site conditions or by a change made after installation, the corresponding work is carried out within the scope of General Maintenance.

5.4 On-Site Intervention

Where remote diagnosis concludes that an on-site intervention is required, whether on the IoT Access Device or on Peripheral Equipment, IZIX will use all reasonable efforts to perform the on-site intervention within 5 Working Days from such conclusion through one of its Auxiliaries.

5.5 Repairs and Spare Parts

Where the intervention requires the repair or replacement of hardware or spare parts, whether following a defect, physical damage or otherwise, repair or replacement is performed subject to stock availability and, where applicable, supplier ordering and delivery times. In such case, IZIX will communicate an estimated lead time to the Customer and keep the Customer informed of any material change thereto. Warranty conditions are governed by the Specific Terms & Conditions for Installation.

5.6 Exclusions Specific to IoT & Hardware

IZIX bears no responsibility under this Part B, and the targets set out in this Part B are suspended, where a malfunction, degraded performance or unreachability results in whole or in part from:

- a failure of the power supply or of any other utility under the responsibility of the Customer or a third party;
- a modification of the physical or network environment of the Parking Lot after installation (including, without limitation, added doors, walls, structures or equipment degrading network coverage, or modified lighting, signage, road markings or traffic flow affecting optical recognition);
- soiling, damage or obstruction of the lens of any Peripheral Equipment, or the condition, format or illegibility of a vehicle plate;
- physical damage, vandalism, misuse or abnormal use of the IoT Access Device or Peripheral Equipment;
- a defect or non-performance of the Building Equipment (including the barrier or gate mechanism) or of any third-party system;
- a Force Majeure event.

In such cases, any diagnostic, intervention, repair or replacement performed by IZIX is invoiced to the Customer in accordance with article 8.

PART C – COMMON PROVISIONS

6. Monitoring and Incident Communication

IZIX operates 24/7 automated monitoring of the Software Services and, where applicable, the IoT Access Devices and their dedicated connectivity network, with automatic alerting. Detection and remote resolution by IZIX constitute the first line of incident handling; a majority of Incidents are detected and resolved by IZIX without any action required from the Customer.

The Status Page is the official channel for service status and P1 & P2 incident communication. Ongoing incidents, their impact and their resolution status are published and updated on the Status Page. In addition, IZIX will notify affected Customers by email of major incidents.

In the event of a widespread incident affecting multiple Customers, updates published on the Status Page constitute IZIX's official response for the purposes of the response times set out in Section 12; individual responses to each report may not be provided until the incident is resolved.

7. Maintenance and Support Services

7.1 Coverage

Maintenance and Support Services are available during Coverage Hours (9:00 a.m. to 5:00 p.m. CET on Coverage Days). Extended support arrangements, including on-call support for Priority 1 Incidents outside Coverage Hours, may be subscribed to under the applicable Order Form.

7.2 Incident Management

IZIX will make all reasonable efforts to handle any Incident caused by a Technical Problem in accordance with the Response and Restoration targets applicable to its Priority Level as set out in Section 12, and to remedy the underlying Technical Problem in accordance with the Root Cause Resolution targets. If it turns out that the Incident is caused by an Other Problem, IZIX 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.

Incidents that are not related to a Problem (for example a suggestion or a request for information) are considered to have no Priority Level, and IZIX will handle them to the extent of its ability and where applicable within the scope of General Maintenance.

If IZIX is unable to meet the targets specified in this SLA, IZIX will communicate a specific action plan to the Customer concerned.

7.3 Incident Reporting

In the event of an Incident taking place in a Building whose Parking Lot and/or security is 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 IZIX if necessary.

Before reporting an Incident, the Customer is invited to consult the Status Page to verify whether the Incident is already identified and being handled. Any Incident must be reported as follows:

- through the online support service;
- only in the absence of access to the online support service, by e-mail.

Contact information for the service desk is as follows:

Support E-mail	support@izix.eu
Status Page	https://status.izix.eu

8. Chargeable Work

8.1 Intervention at Customer's Cost

The performance by IZIX of the Maintenance and Support Services is without prejudice to the allocation of the corresponding costs. Where IZIX intervenes and the cause of the Incident is not attributable to IZIX, or where a repair or replacement of IZIX Equipment is not covered by the warranty provided under the Specific Terms & Conditions for Installation, the service levels applicable to that Incident are unaffected and the corresponding travel, labour, spare parts and replacement equipment are invoiced to the Customer as Service Fees. Where IZIX carries out diagnostics, including remote diagnostics and any on-site visit, and those diagnostics establish that the cause is not attributable to IZIX, the diagnostic work is invoiced on the same basis, whether or not IZIX subsequently carries out any remedial work.

8.2 General Maintenance

General Maintenance is defined in the General Terms and Conditions. Within the scope of this SLA, any service performed by IZIX that does not constitute the resolution of a Technical Problem, and of the related Incident, constitutes General Maintenance and may be billed separately as Service Fees. It includes (but is not limited to):

- assistance in remedying the non-operation of the Parking Lot barrier or gate, for which diagnostic information is received confirming that the non-operation is not caused by a Technical Problem by IZIX;
- modified specifications, change requests and impact analyses;
- resolution of an Other Problem (and the related Incident);

- providing, at the request of the Customer, the documentation related to the work carried out by IZIX within the scope of General Maintenance.

8.3 Rates, Authorisation and Reporting

Where the work falls within this Section 8 and is necessary to restore or improve access to a Parking Lot, the Customer authorises IZIX to carry it out without prior quotation up to an amount of EUR 1,000 per intervention, or such other amount as is set out in the Order Form.

Beyond that amount, and for any other work falling within this Section 8, IZIX submits a quotation to the Customer before performing the work.

IZIX provides the Customer with a report of each intervention invoiced under this Section 8, stating the work performed, the cause identified and any spare parts or equipment replaced. The report is deemed accepted where the Customer has not raised a written objection within 10 calendar days of it being made available, and invoicing is based on the accepted report.

9. Obligations of the Customer

In order to enable IZIX to perform its obligations in accordance with this SLA, the Customer must:

- provide IZIX with all relevant information when reporting an Incident, including the name of the person reporting the Incident, the date of the Incident, a description of the Incident and the presumed underlying Problem, where applicable, and any other diagnostic information that may be useful;
- provide IZIX with all reasonable assistance necessary to reproduce and demonstrate any Problem;
- provide IZIX with all documentation, test cases, sample data and anything else reasonably required by IZIX to investigate the reported Incident and rectify the Problem, where applicable;
- give notice of any Incident without delay.

Where IZIX has installed IZIX Equipment, the additional obligations of the Owner set out in the Specific Terms & Conditions for Installation apply in addition to this Section 9.

10. Performance Reporting

At the request of the Customer, and at most once per month, IZIX will provide a report on the Software Availability. Historical availability and incident information is also available on the Status Page.

11. Effect of Termination

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

12. Overview of Service Levels

The following targets apply during Coverage Hours, per Priority Level. "Response" means the acknowledgment of the Incident by IZIX; for widespread incidents, publication or update on the Status Page constitutes the Response. "Target Restoration Time" refers to the Restoration of the affected service (fix or satisfactory workaround). "Target Root Cause Resolution Time" refers to the permanent resolution of the underlying Technical Problem; the corresponding fix may be incorporated into a future release and, together with any workaround, into the IZIX knowledge base.

The Priority 3 entry relating to the IoT Access Device and Peripheral Equipment covers equipment that is unreachable or non-functioning. It does not cover a failure to recognise a vehicle, which is governed by Section 5.3.

Where the Restoration of an Incident affecting the IoT Access Device or Peripheral Equipment requires an on-site intervention and/or the repair or replacement of hardware, the intervention and repair timelines set out in Part B (Sections 5.4 and 5.5) apply in place of the Target Restoration Time.

Priority	Description	Response time	Target Restoration Time	Target Root Cause Resolution Time
1 – Urgent	Platform or IZIX API unavailable for all users (platform-wide outage) Critical performance degradation for all users of the Platform or the IZIX API	1 Working Hour	4 Working Hours	10 Working Days
2 – Very High	Major functions unavailable causing critical impact to business operations Critical performance degradation for all users of a function	4 Working Hours	8 Working Hours	15 Working Days
3 – High	IoT Access Device unreachable or non-functioning at a Parking Lot Malfunction of Peripheral Equipment Some functions unavailable causing significant impact to some business operations Significant performance degradation	6 Working Hours	2 Working Days (except in case of local intervention need).	20 Working Days
4 – Medium	Non-critical part of the service unavailable Insignificant impact to business operations; workaround available	1 Working Day	5 Working Days	30 Working Days
5 – Low	Minor problem or inconvenience; workaround available Presentation or documentation error	2 Working Days	10 Working Days	Next appropriate release
Non-bug	Changed specification, enquiry, suggestion, request for change, impact analysis	No Priority Level – handled within General Maintenance	–	–

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