Appendix [Service Level]

Service Level Agreement

1 Availability

The availability of the system operated by Hubject is always measured at the interface of the service provider commissioned by Hubject, and refers to the time during which the system can be used (uptime). Any other system state is categorised as unavailable (downtime).

Any time during scheduled maintenance windows and any other agreed exceptions, e.g. as part of Change or Continuity, are not counted as downtime.

The availability is only measured on the production system and does not apply to any other system (quality assurance, integration, staging). Availability reports will be issued monthly; the availability, however, is always calculated on an annual, accumulated basis.

Basis of calculation:

365 days at 24 hours/day = 8,760 hours = 525,600 minutes – is 100%.

ID	Service Level Classification	Requirement
1	**Availability in % per (1) contract year**	**99.5%**
	Maximum allowed downtime per year:	43.8 hours
2	**Availability in % per (1) contract year**	**98.9 %**
	Maximum allowed downtime per contract year:	96 hours

The availability requirement as per ID 1 applies to all subsystems involving time-critical transactions, i.e. all systems directly interacting with the emobility users (e.g. authorization at a charging station).

The availability requirement as per ID 2, however, applies to all subsystems not directly interacting with the emobility users (e.g. upload of static and dynamic EVSE-data as well as availability of the Hubject Business Partner Management and Portal) and to ad-hoc charging (“intercharge direct”).

2 Operating Times and Maintenance Work

2.1 System Operating Times

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00

All times according to CET/CEST.

2.2 Maintenance Work

Hubject is entitled to interrupt the services for the duration of any scheduled maintenance work. During such times, which may involve interruptions to or restrictions in the availability and provision of the services, Hubject is released from its obligation to perform the services in accordance with the agreed service levels. Hubject will agree any planned interruptions with the Partner at least ten (10) days before it plans to interrupt the services. Hubject shall plan any system maintenance work so as not to affect the Partner and its end users in their use of the systems. If an interruption cannot be avoided Hubject shall ensure that such interruption inconveniences the Partner and its end users as little as possible. The foregoing does not apply to so-called Emergency Changes, e.g. the installation of security patches, which are required to secure or maintain the system's operation

and which must be implemented immediately. The Partner must be notified of such changes without undue delay after they have been scheduled; the changes must be implemented in a way that involves as little disruption to any business process as possible.

2.3 Maintenance Windows

The agreed service levels do not apply during scheduled maintenance windows, including testing under the Change Management procedures. The defined maintenance windows only refer to the production system.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
No mainten-ance	No mainten-ance	No mainten-ance	10:00 - 16:00 hours	No mainten-ance	No mainten-ance	No mainten-ance

3 Hotline and 1st-Level Support

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00

All times according to CET/CEST.

4 Operating Times 2nd-Level Business Support

Hubject provides a 2nd-level support for business operations (2nd Level Business), which responds to any issues and incidents involving administration, partner and contract management (e.g. end user/user cannot execute function due to not being assigned the roles/access rights required for such purpose). Requests are escalated to the 2nd-level support by the 1st-level support hotline only.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00 – 00:00	09:00 – 17:00	09:00 – 17:00	09:00 – 17:00	09:00 – 17:00	09:00 – 17:00	00:00 – 00:00

All times according to CET/CEST.