BIA - SERVICE LEVEL AGREEMENT

Bia ensures the availability of response to the CUSTOMER on the following days and time slots: Monday to Friday between 09.00 h. and 17.00 h., excluding Bank holidays in Spain.

1. MAINTENANCE

All services include operations for a preventive and corrective maintenance of the Bia Platform, to be borne by Bia.

For this purpose, it is understood as:
a) Preventive maintenance: this consists of carrying out operations in order to maintain the correct operation of the services contracted by the Client, trying to mitigate possible future incidents, as well as to make their operation more secure and reliable.
b) Corrective maintenance: includes those operations necessary to correct or repair malfunctions of any of the services contracted by the Customer.

Service interruptions for maintenance work must be communicated to the Customer at least 24 hours in advance. For all scheduled outages Bia shall inform the Customer of the estimated time of service interruption and the time at which it will occur, ensuring that the Client is affected as little as possible.

2. SLA

The services contracted by the Customer may be available 24 hours a day, every day of the year. The service is considered to be available other than the exceptions outlined in 2.2.

2.1 Availability

Bia will make all commercially reasonable efforts to ensure that the uptime of the Services is at least 99.5% during each calendar month.

Bia shall be responsible for measuring uptime and shall do so using any reasonable methodology.

2.2. Exceptions

2.1 Downtime that is directly or indirectly caused by any of the following reasons shall not be taken into account in calculating whether Bia has fulfilled the uptime guarantee offered:
(a) a force majeure cause;
(b) a failure or breakdown of the Internet or any public telecommunications network;
(c) a failure or breakdown of BIA's hosting infrastructure service provider of, unless such failure or breakdown constitutes a breach of the contract between Bia and that company;
(d) a failure or breakdown of the systems or customer computer networks;
(e) scheduled maintenance carried out in accordance with this Agreement.

2.3 Response and resolution times

For corrective maintenance, Bia will use commercially reasonable efforts to respond to and resolve incidents reported by Customer according to their priority. Working hours (according to Bia's customer service hours) are considered to be from the time the problem is reported by the Customer to Bia through the customer service channels set out in this contract.

Priority	Meaning	Maximum response time	Maximum resolution time
Critical	The services are not operational (OCPP, OCPI or API are offline)	1 hour	6 hour
High	An essential function of the services is not operational (for example, the dashboard cannot be accessed).	4 hours	16 hours
Moderate	A main function of the services is not fully operational but is not a high problem (problems performance problems in the dashboard) or an auxiliary function of the services is not operative (for example, problems with the reporting tools)	1 working day	14 working days
Low	Any deterioration of services which cannot be classified under any of the above priorities as well as incidents of a formal nature or presentation of services.	5 working days	28 working days
Research Requests	Customer request for additional functions	10 working days	To be determined according to the scope

Bia shall determine, in a reasonable manner, the classification of the incidents reported by the Customer.

Bia will ensure that its response to an incident reported by the Customer includes the following information (to the extent that such information is applicable): an acknowledgement of receipt of the application where feasible, an initial diagnosis in relation to any reported errors, and an expected timetable for action in relation to the request.

Support and/or maintenance services shall be provided by Bia on a remote basis, unless the parties agree otherwise in writing.

2.4 Limits on support and/or maintenance services

If the total hours spent by Bia's Staff in the provision of such services during any calendar month exceeds 10 hours, then:

(a) Bia shall cease to be obliged to provide support services to Customer for the remainder of that period; and
(b) Bia may agree to provide support services to Customer for the remainder of such period, but the provision of such services shall be subject to additional fees of EUR 150/hour.

Bia shall have no obligation to provide such services in connection with any problem caused by:
(a) misuse of the Subscription Services by Customer; or
(b) any alteration to the Subscription Services made without Bia's prior consent.

2.5 Termination

The service level agreement shall be valid for the duration of the service.

UNLIMITED SERVICE	Definition	
*Troubleshooting **Bia Related Issues***	*Addressing and resolving problems specifically related to the Bia platform in accordance with the Bia SLA. This includes diagnosing issues, providing solutions, and ensuring the system functions smoothly.*	*Unlimited Hours (if Bia Related Issue)*
LIMITED SERVICES	**Definition**	
Non-Bia Technical: ***Fossil Transactions***	Troubleshooting and addressing 'Fossil Transactions'. Examples: duplicate, simultaneous, telemetry reported after charging session is closed, burst of multiple OCPP messages, unrequested priority charge, charge delay or other related data	Limited Hours as per Platform Tier *(Combined)*
Non-Bia Technical: ***Telemetry***	Troubleshooting and addressing non-Bia related 'Telemetry' issues. For example: *Charger-Bia communication failure (degraded mode should be configured) *Charger does not establish OCPP connection correctly and appears Offline in Bia *Charger doesn't send Available StatusNotification and is shown Offline in Bia *No telemetry data sent by charger (StartTransaction, StopTransaction, or MeterValues) *Anomaly in telemetry data (typically in the MeterValues message) *Degraded Mode configuration (AllowOfflineTransactions and DefaultTxProfile)	Limited Hours as per Platform Tier *(Combined)*
Non-Bia Technical: ***Hardware***	Troubleshooting problems related to the hardware equipment (display, emergency button, power modules, firmware...)	Limited Hours as per Platform Tier *(Combined)*
Non-Bia Analysis	Troubleshooting and analysis that results in non-Bia issue	Limited Hours as per Platform Tier *(Combined)*
System Integrations Maintenance	Includes maintenance and troubleshooting to 3rd party system integrations for example FMS, ERP, PV, energy sensors etc. Any new integration or additional features of existing integrations will be priced on a case-by-case basis	Limited Hours as per Platform Tier *(Combined)*
Customer Calls	Customer Calls outside of SLA definitions and protocols	Limited Hours as per Platform Tier *(Combined)*
Update Optimisation parameters	This involves 'post deployment' adjusting power limitations at facility, charger and sockets level. Modifying vehicles departure rules, energy tariff, custom balancer settings, or optimization criteria (cost, CO2, battery health...).	Limited Hours as per Platform Tier *(Combined)*

Customer Training	Including initial training for new users and ongoing training for updates or new features.	Limited Hours as per Platform Tier *(Combined)*
Customer Meetings	Scheduled and unscheduled Customer meetings (Partners and Facility Managers) to discuss progress, troubleshoot, gather feedback, and plan future actions.	Limited Hours as per Platform Tier *(Combined)*
3rd Party Meetings	Scheduled and unscheduled meetings that include third parties (utilities, OEMs, vendors, consultants) for technical advisory, technical troubleshooting, testing and planning.	Limited Hours as per Platform Tier *(Combined)*
Custom Analytics	Providing custom analysis and reports on charging metrics.	Extra Charge
Simulations	Running simulations for reconfiguring optimisation parameters, for new sites, new energy tarriffs, scale up and scale down of operations.	Extra Charge
New System Integrations	New system integrations or updating functionality and data sets to existing integrations that Bia has integrated at onboarding, for example: Adding new chargers, offboarding chargers, FMS, ERP, energy sensors, onsite solar, onsite battery, additional meters etc	Extra Charge
Out of Scope work	Any research, development and product work that has not been agreed in the initial scope of work.	Extra Charge