

## SERVICE LEVEL AGREEMENT - VTS PERFORM

Version dated February 15<sup>th</sup>, 2022.

### 1. Purpose and scope of the document

The objective of this "Service Level Agreement" (hereinafter "SLA" for short) is to define the reference parameters for VTS Perform, the provision of the Serious Factory Cloud Computing service (hereinafter "Service" for short) and for monitoring the level of quality actually provided. The objective of the SLA is also to define the rules of interaction between Serious Factory and the Customer. This SLA is an integral part of the Contract completed between Serious Factory and the Customer with the rules laid down in Article 3 of the General Conditions of Service Provision.

This SLA applies separately to each Customer and for each Contract.

### 2. Validity and duration of the SLA - modifications or replacements of the SLA

This SLA shall enter into force for an indefinite period of time for each Customer after the conclusion of each Contract and shall end with the termination of the Contract to which it relates. Serious Factory reserves the right to change or replace it several times during the course of the Contract and at any time. Changes made to the SLA or the new SLA - replacement of the previous one - shall always enter into force for an indefinite period of time or until the next change or replacement, from the date of their publication. However, in this case the Customer shall be given the opportunity to withdraw from the contract according to the rules laid down in contract within thirty days of the date of publication of the change and/or the replacement of the SLA. In the event of a withdrawal by the Customer the rules laid down in the Conditions of Service Provision applies.

### 3. SLA for operational functionality

**3.1.** Serious Factory will make every reasonable effort to ensure maximum availability of the virtual infrastructure created and allocated by the Customer and, at the same time, the observance of the following operational functionality parameters:

**A)** Resources of the Data Center via which the Service is provided:

- 100% uptime on an annual basis for electricity and/or air conditioning;
- The switching off of the virtual infrastructure created and allocated by the Customer caused by a general lack of the power supply and/or air conditioning is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due credit determined in accordance with Article 6 of this SLA;
- 99.95% uptime on an annual basis and accessibility via the Internet to the virtual infrastructure created and allocated by the Customer;

- The complete inaccessibility via the Internet to the virtual infrastructure created and allocated by the Customer for a total time longer than that determined by the Uptime guaranteed parameter by Serious Factory is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due credit according to Art.6 of this SLA.

**B)** Virtual infrastructure created and allocated by the Customer:

- 99.95% uptime on an annual basis, for the availability of physical nodes (servers) hosting the virtual infrastructure;
- The failure of the virtual infrastructure created and allocated by the Customer - for a total time longer than that determined by the Uptime guaranteed parameter by Serious Factory - caused by failures and/or anomalies of the afore-mentioned physical nodes is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due credit according to Art.6 of this SLA.

**3.2.** If the Customer purchases the so-called "VTS Perform" Service via the Customer Panel, Serious Factory will make every reasonable effort to ensure maximum availability of the virtual infrastructure created and allocated by the Customer and, at the same time, the observance of the following operational function parameters:

**A)** Resources of the Data Center through which the Service is provided:

- 100% uptime on an annual basis for power supply and/or air conditioning;
- The switching off of the virtual infrastructure created and allocated by the Customer caused by a general lack of power supply and/or air conditioning is a malfunction which, based on its duration, entitles the Customer, by way of compensation, to the credit established in accordance with Article 6 of this SLA;
- 99.8% uptime on an annual basis, of accessibility via the internet to the virtual infrastructure created and allocated by the Customer;
- The complete inaccessibility via the Internet to the virtual infrastructure created and allocated by the Customer for a total amount of time longer than the amount of time determined by the Uptime parameter guaranteed by Serious Factory is a malfunction which, based on its duration, entitles the Customer, by way of compensation, to the credit established in accordance with Article 6 of this SLA.

**B)** Virtual infrastructure created and allocated by the Customer:

- 99.8% uptime on an annual basis, for the availability of physical nodes (servers) hosting the virtual infrastructure;

- Failure of the virtual infrastructure created and allocated by the Customer - for a total amount of time longer than the amount of time determined by the Uptime parameter guaranteed by Serious Factory - caused by failures and/or anomalies of the aforementioned physical nodes is a malfunction which, based on its duration, entitles the Customer, by way of compensation, to the credit established in accordance with Article 6 of this SLA.

#### **4. Planned maintenance**

**4.1.** Time for planned maintenance is not counted in the Uptime calculation. Planned maintenance concerns activities regularly carried out by Serious Factory to maintain the functionality of the Data Center resources by means of which the Service and the physical nodes that host the virtual infrastructure is provided; both ordinary and extraordinary.

**4.2.** The implementation of the maintenance operations will be communicated to the Customer by Serious Factory with at least 48 hours notice by email sent to the email address indicated in the order phase. Serious Factory is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Customer's virtual infrastructure.

#### **5. Detecting failures and/or faults**

**5.1.** Any failures and/or faults of the resources of the Data Center by means of which the Service or the physical nodes that host the virtual infrastructure created and allocated by the Customer is provided, shall be reported by the Customer by opening a Support ticket; for the purposes of awarding the credits referred to in Article 6 below, however, only malfunctions also confirmed by Serious Factory's monitoring system will be taken into consideration.

**5.2.** Failures or faults can be reported by the Customer to the Serious Factory support service 24 hours a day. Any reports received will be promptly forwarded to the technical support strictly respecting the chronological order of receipt.

**5.3.** Monitoring by Serious Factory is carried out using specific software packages that detect and indicate any failures or faults by notifying the support service which operates 24/7, 365 days a year in real-time.

#### **6. Credits**

**6.1.** For the purposes of this SLA, Serious Factory awards the customer, by way of compensation, with credit equal to 5% of the total expenditure generated - in thirty days prior to the malfunction or rather in the month previous to the month affected by the malfunction if the Customer has purchased a Service with a monthly plan (such as, by way of example only, "VTS Perform") - by the virtual infrastructure concerned by it for each complete portion of fifteen minutes of malfunction beyond the limits set by this SLA, up to a maximum of three hundred minutes.

**6.2.** To be awarded the credit the Customer must contact the Serious Factory Support Service by opening a ticket within 10 days from the end of the Malfunction. Credits awarded by Serious Factory will only be issued by crediting the amount to the Customer Panel.

**6.3.** Notwithstanding the above, it remains in any case understood that during the period of its inactivity, the Service is not generating expense and therefore for this period the corresponding amount provided in the Price List for each of the resources created and allocated by the Customer in the virtual infrastructure will not be deducted from the Top-up; any amount deducted by mistake will be reimbursed by Serious Factory via the Customer Panel.

**6.4.** The Customer agrees and accepts that in case of purchase of a Service with a monthly plan (such as, by way of example only, "VTS Perform"), he/she shall not be entitled to any refund from Serious Factory for the period of Service inactivity except for the credit referred to in the previous paragraph 6.1.

#### **7. SLA applicability limits**

Listed below are the conditions in the presence of which, despite the occurrence of any malfunction, the Customer is not due any compensation provided by the SLA:

- Due to a Force Majeure, i.e. events that, objectively, would prevent Serious Factory's staff from intervening to perform the tasks set out by the Contract which are Serious Factory's responsibility (merely by way of example and not exhaustive: strikes and demonstrations which block communication routes; road accidents; wars and acts of terrorism, natural disasters such as flooding, storms, hurricanes, etc.);
- Extraordinary interventions to be carried out urgently at the sole discretion of Serious Factory to avoid hazards to safety and/or stability and/or confidentiality and/or integrity of the virtual infrastructure created and allocated by the Customer and the data and/or information contained therein. Any execution of these measures will be communicated to the Customer via email sent to the email address provided when ordering with less than 48 hours notice, or at the start of the operations in question or in any case, as soon as possible;
- Unavailability or blocks of the virtual infrastructure created and allocated by the Customer due to:
  - a) incorrect use, incorrect configuration or shut-down commands, voluntarily or involuntarily performed by the customer;
  - b) faults and malfunctions of application/management software provided by third parties;
  - c) non-fulfilment or breach of Contract due to the Customer;
- Fault or malfunction of the Service, or their failure or delayed removal or elimination due to non-fulfilment or breach of Contract by the Customer or to an abuse of the Service by the Customer;



- Failure by the virtual infrastructure to connect to the public network voluntarily, or due to the Customer;
- Causes that lead to total or partial inaccessibility of the virtual infrastructure created and allocated by the Customer due to faults in the Internet network beyond

Serious Factory's perimeter, and therefore beyond its control (merely by way of example, failures or problems).

Client:

Company name:

**Date and Signature:**