SERVICE LEVEL AGREEMENT

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 the provision of the Cloud Services (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 Libraesva and the Customer. 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 each Customer as of it's Subscription effective start, and ends when the Subscription expires. Libraesva 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 on the page http://www.libraesva.com/support/

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.

3. SLA for operational functionality

Libraesva 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 operational functionality parameter "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 Libraesva 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.

4. Planned maintenance

4.1. Time for planned maintenance is not counted in the Uptime calculation. Planned maintenance concerns activities regularly carried out by Libraesva 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 Libraesva with at least 48 hours notice by email sent to the email address indicated in the order phase or published on the page http://www.libraesva.com/support/

Libraesva 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 ticket on the service page https://support.libracyber.com; for the purposes of awarding the credits referred to in Article 6 below, however, only malfunctions also confirmed by Libraesva's monitoring system will be taken into consideration.

5.2. Failures or faults can be reported by the Customer to the Libraesva support service 24 hours a day through the support portal at https://support.libracyber.com. Any reports received will be promptly forwarded to the technical support strictly respecting the chronological order of receipt;

5.3. Monitoring by Libraesva 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 Libraesva awards the customer, by way of compensation, with additional Subscription validity equal to 1 day of service for each complete portion of fifteen minutes of malfunction beyond the limits set by this SLA, up to a maximum of 30 days.

6.2. To be awarded the credit the Customer must contact the Libraesva Support Service by opening a ticket on the website https://support.libracyber.com

Credits awarded by Libraesva will only be issued by extending Subscription validity by the number of days

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 Libraesva’s staff from intervening to perform the tasks set out by the Contract which are Libraesva'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 Libraesva 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;

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