

# SERVICE LEVEL AGREEMENT

## 1. Purpose and scope of the document

The objective of this Service Level Agreement (hereinafter "SLA") is to define the reference parameters for the provision of Data Centre services (hereinafter the "Service") and for monitoring the level of quality actually provided.

The objective of the SLA is also to define the rules of interaction between Aruba and the Customer. This SLA is an integral part of the Contract entered into between Aruba and the Customer in the manner provided for in Article 1 of the Service Supply Conditions. This SLA applies separately to each Customer and for each Contract.

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

This SLA becomes effective for each Customer upon signing each Agreement and ends on termination of the corresponding Agreement. Aruba reserves the right to modify or replace it several times at any time during the Contract. The changes made to the SLA or to the new SLA that replaces the previous one shall remain in force until the next modification or replacement, as of the date of their publication on the page <https://serverdedicati.aruba.it/termini-condizioni>. In this case, however, the Customer has the right to withdraw from the Contract in the manner provided for in the Contract within thirty days of publication of the modification and/or replacement of the SLA. In the event of the Customer's withdrawal, the provisions of the Service Supply Conditions shall apply.

## 3. Operational Functionality SLA

Aruba will make every reasonable effort to ensure maximum availability of the Infrastructure and, at the same time, compliance with the "Resources of the Data Centre through which the Service is provided" operational functionality parameter:

- Uptime of 100% on an annual basis for power supply and/or air conditioning;
- the shutdown of the Infrastructure created and allocated by the Customer caused by a generalised lack of power supply and/or air conditioning constitutes a disruption for which, by way of compensation, and based on its duration, the Customer is due the credit set out under Article 6 of this SLA.

- Uptime of 99.95% on an annual basis, of accessibility to the Infrastructure via the internet.

- the complete inaccessibility of the Infrastructure, via the internet, for a total period greater than that determined by the Uptime parameter guaranteed by Aruba constitutes a disruption for which, by way of compensation, and based on its duration, the Customer is due the credit set out under Article 6 of this SLA.

## 4. Scheduled maintenance

4.1. Scheduled maintenance time is not taken into account for the purposes of calculating Uptimes.

Scheduled maintenance relates to the activities performed regularly by Aruba for maintaining the functionality of the Data Centre resources through which the Service is provided; it can be ordinary and extraordinary.

4.2. Aruba will inform the Customer of its performance of maintenance operations giving at least 48 hours' notice via the website <http://assistenza.aruba.it/>, by e-mail to the address stated on the order and/or by other suitable means.

Aruba undertakes to make every reasonable effort to carry out scheduled maintenance activities at times that will have minimum impact on the Customer's Infrastructure.

## 5 Detection of faults and/or anomalies

5.1. The Customer will report any faults and/or anomalies in the Data Centre resources through which the Service is provided by opening a ticket on the support service page at [assistenza.aruba.it](http://assistenza.aruba.it); for the purposes of recognising the credits referred to in Article 6 below, however, only disruptions confirmed by Aruba's monitoring system will be taken into account.

5.2. The Customer can report faults or anomalies to the Aruba support service 24 hours a day. Any report received will be promptly forwarded to technical support, in strict compliance with the chronological order of its receipt;

5.3. Aruba carries out monitoring activities using specific software that detects and highlights any faults or anomalies, and communicates them in real time to the 24/7/365 operational support service;

## 6. Compensation

6.1. Pursuant to this SLA, Aruba grants the customers compensation in the form of an extension to the duration of the Contract by 1 (one) day for each complete portion of fifteen minutes of disruption beyond the limits provided for in this SLA, up to a maximum of thirty days.

6.2. In order for compensation to be recognised, the Customer must make a request to the Aruba Support service by opening a ticket on the [assistenza.aruba.it](http://assistenza.aruba.it) website within 10 (ten) days of the end of the Disruption. The compensation recognised by Aruba will be managed by extending the duration of the Contract by as many days as have accrued for compensation.

## 7. Limits of applicability of the SLA

Below are the conditions whose presence, despite the occurrence of any disruptions, does not entitle the Customer to the compensation provided for by the SLA:

- cases Force Majeure, i.e. events that objectively prevent Aruba personnel from carrying out the activities set out in the Contract at Aruba's expense (such as, but not limited to: strikes and demonstrations with the blockage of communication routes, road accidents; wars and acts of terrorism, and natural disasters such as floods, storms, hurricanes, etc.);

## SERVICE LEVEL AGREEMENT

- extraordinary interventions to be carried out urgently at Aruba's sole discretion to avoid harm to the security and/or stability and/or confidentiality and/or integrity of the structure and/or servers and the data and/or information contained therein. Notification of the performance of any such work will in any event be given to the Customer by e-mail sent to the e-mail address given during the ordering process, with notice of even less than 48 hours, or at the same time as the operations in question begin, or in any event as soon as possible;
- unavailability or blockages to the Customer's servers, attributable to; a) incorrect use, incorrect configuration or commands or other interventions performed by the customer; b) anomalies and malfunctions of the application/management software provided by third parties; c) non-compliance with or breach of the Contract attributable to the Customer;
- failure or malfunction of the Service, or their delayed or non-removal or elimination attributable to non-compliance with or breach of the Contract by the Customer, or to the latter's misuse of the Service;
- failure to connect the Customer's server to the public network, of its own volition or through its own actions;
- causes that determine the total or partial inaccessibility of the Customer's server, attributable to failures in the internet outside Aruba's sphere of activity and in any case beyond its control (such as, but not limited to, failures or problems).