

## SERVICE LEVEL AGREEMENT (SLA)

### 1. Subject and purpose of the document

The purpose of this "Service Level Agreement" (hereinafter "SLA" for brevity) is to define the reference parameters for the provision of the Aruba Cloud services, intended as Data Center services, Server Bare Metal services and Cloud services present at [arubacloud.com](http://arubacloud.com) page (here in after "Services" for brevity) and for monitoring the level of quality actually provided.

The purpose 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 concluded between Aruba and the Customer with the methods provided in article 4 of the Conditions of Supply of Services.

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

### 2. Validity and duration of the SLA - modification or replacement of the SLA

This SLA shall enter into force for an indefinite period for each Customer from the completion of each Contract and shall terminate with the termination of the Contract to which it refers.

Aruba reserves the right to modify or replace it several times during the Contract and at any time. The changes made to the SLA or the new SLA - replacing the previous one - shall come into force, always indefinitely or until the next modification or replacement, from the date of their publication on the page [Terms and Conditions](#). In this case, however, the Customer shall be entitled to withdraw from the Contract in the manner set forth in the Contract within 30 (thirty) days from the publication of the amendment and/or replacement of the SLA.

In the event of withdrawal by the Customer, the discipline provided for in the Service Provision Terms shall apply.

### 3. Operational Functionality SLA

**3.1** Aruba will make every reasonable effort to guarantee the maximum availability of the Services and, at the same time, compliance with the following operational functionality parameters:

**A)** For the resources through which the Services are provided:

- Uptime of 100% on an annual basis for power supply and/or environmental conditioning of the Data Centre Infrastructure;

- the shutdown of the Virtual Infrastructure created and allocated by the Customer caused by the general failure of the power supply and/or of the room air-conditioning constitutes an inefficiency for which, depending on its duration, the Customer shall be due, by way of compensation, the credit determined pursuant to Article 6 of this SLA

SLA;

- Uptime of 99.95% on an annual basis, of accessibility via internet network to the Data Centre Infrastructure;

- the complete inaccessibility through the internet network to the Virtual Infrastructure created and allocated by the Customer for a total time higher than that determined by the Uptime parameter guaranteed by Aruba constitutes an inefficiency for which, based on its duration, the Customer, as an indemnity, is due the credit determined according to the following article 6 of this SLA.

**B)** For the Virtual Infrastructure created and allocated by the Customer:

- Uptime of 99.95% on an annual basis, for the availability of the physical nodes (servers) hosting the Virtual Infrastructure;

- the failure to operate the Virtual Infrastructure created and allocated by the Customer - for a total time exceeding the time determined by the Uptime parameter guaranteed by Aruba - caused by failures and/or anomalies of the abovementioned physical nodes constitutes a Service Outage for which, based on its duration, the Customer shall be entitled to the credit determined according to the following article 6 of this SLA.

**3.2.** If the Customer has purchased, through the Panel, the server service called "VPS (Virtual Private Server) Openstack Starter" or "VPS (Virtual Private Server) VMware" Aruba shall make every reasonable effort to ensure the maximum availability of the Virtual Infrastructure created and allocated by the Customer on such servers and, at the same time, the compliance with the following operating parameters

- Uptime of 100% on an annual basis for

power supply and/or environmental conditioning of the Data Centre Infrastructure on which the Openstack Starter and VMware virtual servers are located;

- the shutdown of the Virtual Infrastructure created and allocated by the Customer caused by the general failure of the Data Centre's electrical power supply and/or ambient air conditioning constitutes an inefficiency for which, depending on its duration, the Customer shall be due, by way of compensation, the credit determined pursuant to Article 6 below of this SLA;

- Uptime of 99.8% on an annual basis, of accessibility via internet network to the Virtual Infrastructure created and allocated by the Customer;

- the complete inaccessibility through the internet network to the Virtual Infrastructure created and allocated by the Customer for a total time higher than that determined by the Uptime parameter guaranteed by Aruba constitutes an inefficiency for which, based on its duration, the Customer is due, by way of compensation, the credit determined according to the following article 6 of this SLA;

- For the Virtual Infrastructure created and allocated by the Customer within the Openstack Starter VPS and VMware VPS Servers:

- a) Uptime of 99.8% on an annual basis, for the availability of the physical nodes (servers) hosting the Virtual Infrastructure;

- b) the failure to operate the Virtual Infrastructure created and allocated by the Customer - for a total time exceeding the time determined by the Uptime parameter guaranteed by Aruba - caused by failures and/or anomalies of the aforementioned physical nodes constitutes a Service Outage for which, based on its duration, the Customer is due, by way of compensation, the credit determined according to the following article 6 of this SLA.

#### 4. Scheduled Maintenance

**4.1.** Scheduled maintenance time shall not be counted for the purpose of calculating Uptime.

Scheduled maintenance refers to the activities carried out regularly by Aruba in order to maintain the functionality of the resources of the Data Center through which the Services are provided and of the physical nodes (Server Bare Metal) which host the Virtual Infrastructure; it may be ordinary and extraordinary.

**4.2.** The scheduled maintenance operations will be communicated by Aruba to the Customer

with a minimum notice of 48 hours by email sent to the email address indicated in the order or communicated within the Control Panel. Aruba undertakes to make every reasonable effort to carry out the scheduled maintenance activities at times of minimum impact for the Customer and the Services purchased by him/her.

#### 5. Detection of faults and/or anomalies

**5.1.** Any faults and/or anomalies to the resources of the Data Centre through which the Services are provided or to the physical nodes (Bare Metal Servers) which host the virtual Infrastructure created and allocated by the Customer will be reported by the Customer by opening a ticket on the support service at the page [arubasupport.com](http://arubasupport.com); for the purposes of the acknowledgement of credits as per article 6 below, only the faults confirmed by the monitoring system of Aruba will be taken into consideration.

**5.2.** Faults or anomalies can be reported by the Customer to the Aruba 24 hour Customer Service. Each report received will be promptly forwarded to the technical support strictly respecting the chronological order of its receipt.

**5.3.** The monitoring by Aruba is carried out by means of specific software which detects and indicates any faults or anomalies and notifies them in real time to the 24/7/365 support service.

#### 6. Credits

**6.1.** For the Server Bare Metal service, in accordance with this SLA, Aruba agrees to extend the duration of the Contract by n.

1 (one) day for each complete fraction of 15 (fifteen) minutes of inefficiency beyond the limits provided by this SLA, up to a maximum of 30 (thirty) days.

**6.2.** For the Virtual Infrastructure created and allocated by the Customer, in accordance with this SLA Aruba agrees to compensate the Customer, a credit equal to 5% of the total expenditure generated - in the 30 (thirty) days before the Service disruption or in the month before the month affected by the Service disruption in the event the Customer has purchased a Service whose payment is made on a monthly basis (such as, by way of example but not limited to, the VPS service)

- by the part of the virtual infrastructure affected by it for each full fifteen minutes of inefficiency beyond the limits set forth in this SLA, up to a maximum of three hundred minutes.

**6.3.** In order to have the Credit/s recognised the Customer must send a request to Aruba Support Service by opening a ticket on the website [arubasupport.com](http://arubasupport.com) within 10 (ten) days from the end of the inefficiency. The credits acknowledged by Aruba will be settled exclusively by crediting the relevant amount on the Control Panel, or by extending the duration of the Contract by as many days as the number of days which have accrued as compensation, for the purchased Services.

**6.4.** Without prejudice to the above, in any case it is agreed that during the period of inactivity the Cloud service does not generate costs, 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 Recharge; any amount deducted by mistake will be refunded by Aruba through the Management Panel.

**6.5.** The Customer agrees and accepts that if the Customer has purchased a Cloud Service for which payment is made on a monthly basis (such as, by way of example but not limited to, the VPS service) no refund will be due by Aruba for the period of inactivity of the Service itself except for the credit as set out in paragraph 6.2 above.

## 7. Applicability limits of the SLA

Below are the conditions under which, despite the occurrence of any inefficiency, the Customer is not due the compensation provided by the SLA. They are:

- force majeure, that is events which, objectively, prevent the staff of Aruba from intervening in order to carry out the activities assigned by the Contract to Aruba itself (by way of example only: strikes and demonstrations with blocking of communication roads; road accidents; wars and acts of terrorism; natural disasters such as floods, storms, hurricanes etc);
- extraordinary interventions to be carried out urgently at the unquestionable judgement of Aruba in order to avoid dangers to the security and/or stability and/or

confidentiality and/or integrity of the virtual Infrastructure created and allocated to the Customer and/or integrity of the structure and/or of the servers and of the data and/or information contained therein. The possible execution of such operations shall in any case be communicated to the Customer by means of an e-mail sent to the e-mail address indicated in the order with prior notice even less than 48 hours or at the same time as the start of the operations in question or in any case as soon as possible;

- unavailability or blocking of the Services (understood as unavailability or blocking of the Virtual Infrastructure created and allocated by the Customer and/or the servers purchased by the Customer) due to
  - a) incorrect use, incorrect configuration or commands or other interventions, voluntarily or involuntarily carried out by the Customer
  - b) anomalies and malfunctions of application/management software provided by third parties;
  - c) non-performance or breach of contract attributable to the Customer;
- failure or malfunctioning of the Services, or their failure or delayed removal or elimination attributable to non-performance or breach of Contract by the Customer or to misuse of the Services by the Customer;
- failure of the virtual infrastructure to be connected to the public network at the Customer's will or by the Customer's fault;
- failure to connect the server purchased by the Customer to the public network at the Customer's will or by the Customer's fault;
- causes which determine the inaccessibility, total or partial, of the Virtual Infrastructure created and allocated by the Customer and/or of the Customer's server due to faults in the internet network outside the perimeter of Aruba and in any case out of its control (by way of example only, faults or problems).