



SERVICE LEVEL AGREEMENT

Reference parameters for service delivery
(validity in Data Center 00GATE circuit)

Changes and revisions

Ver./Rev.	Date	Description of the change	Responsible
3/1	31/01/2021	General revision of the document. Services update.	Romolo Nachira
3/0	30/11/2020	General revision of the document.	Leandro Rubbini
2/0	13/12/2019	General revision of the document.	Gianni Capra
1/0	13/12/2018	First issue.	Gianni Capra

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1. Object and purpose of the document

The objective of this "Service Level Agreement" (hereinafter "SLA") is to define the reference parameters for the provision of all Data Center services of the 00GATE circuit (hereinafter "Service") and for the monitoring of the quality level actually delivered. The objective of this SLA is also to define the rules of interaction between EXE.IT Srl SB and the Customer. This SLA is an integral part of the Agreement concluded between EXE.IT Srl SB and the Customer in the manner provided for in point 1.1. "Conditions for the provision of the service and completion of the contract" of this document. This SLA applies separately to each Customer and to each Agreement.

1.1. Conditions for the provision of the service and completion of the contract

The Contract is concluded on the date of correct and punctual receipt by EXE.IT Srl SB of the order form, completed and accepted by the Customer in its entirety together with the payment of the fee for the Service, or on the basis of the economic conditions and payment agreements. The sending of the order form by the Customer implies the full acceptance of the conditions and all the other documents that make up the Contract. Upon activation of the Services, communication will be sent by e-mail, telephone or other means indicated by the Customer on the Order Form with the access credentials, where provided for by the Service. In any case, it is understood that the use of the Services by the Customer certifies the acceptance of all the contractual conditions. By sending the Order Form, the Customer acknowledges and accepts that he concludes a contract whose only valid and effective version is the one in Italian while any other versions provided by EXE.IT Srl SB in any other foreign language, where requested by the Customer, are made available to you exclusively as a courtesy.

2. Validity and duration of the SLA

This SLA become effective indefinitely for each Customer and it takes effect from the start of each Contract and ends with the termination of the Contract to which it refers. EXE.IT Srl SB 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 - become effective, always indefinitely or until the next modification or replacement, from the date of their issue on the institutional website at the page <https://exe.it/conditions/>. In this case, however, the Customer is given the right to withdraw from the Contract in the manner provided for in the Contract within thirty days of the publication of the modification and / or replacement of the SLA. In the event of withdrawal by the Customer, the provisions set out in the Conditions of Supply of the Service subject to termination apply.

3. Operational functionality SLA

3.1. Availability parameters of the Services and Infrastructures

EXE.IT Srl SB will make every reasonable effort to ensure maximum availability of the infrastructure, virtual or physical, 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 (IT Facility) through which the Service is provided:
99.98% uptime on an annual basis for electrical power supply and / or environmental air conditioning. The shutdown of the virtual or physical infrastructure created and allocated by the Customer caused by the general lack of power supply and / or environmental air conditioning constitutes a disservice for which, based on its duration, the credit is due to the Customer, by way of compensation. determined pursuant to the following Art. 7 of this SLA document;
- B) Connection of the Data Center to and from the internet:
99.95% uptime on an annual basis, of accessibility via the internet to the virtual or physical infrastructure created and allocated by the Customer. The complete inaccessibility via the internet to the virtual or physical infrastructure created and allocated by the Customer for a total time greater than that determined by the Uptime parameter guaranteed by EXE.IT Srl SB constitutes a disservice for which, based on its duration, it is due to Customer, by way of compensation, the credit determined pursuant to the following Art. 7 of this SLA;

- C) Virtual or physical infrastructure created and allocated by the Customer:
99.95% uptime on an annual basis, for the availability of the physical nodes (servers) that host the virtual or physical infrastructure; The failure of the virtual or physical infrastructure created and allocated by the Customer - for a total time greater than that determined by the Uptime parameter guaranteed by EXE.IT Srl SB - caused by failures and / or anomalies of the aforementioned physical nodes constitutes a disservice for which on the basis of its duration, the credit determined in accordance with the following Art. 7 of this SLA is due to the Customer as compensation;

Regarding problems in the 00GATE circuit Data Center 9-13, 14-18, Monday - Friday, according to the EXE.IT Srl SB working calendar	
Description	T _{max} [min]
Notification and activation time upon notification of the NOC or a monitoring system Manned / remote monitoring with notification alerts to the technical department via e-mail / sms 24hx365	15
Intervention time upon activation	75
Software problem resolution time of our competence	40
Hardware problem resolution time of our competence	240

UPTIME Data Center circuit 00GATE	
Description	Reliability
Facility	99.98%
Connectivity	99.95%
IT services, virtualization infrastructures, physical infrastructures of our direct competence and our direct management *	99.95%
(*) the Customer's physical infrastructures in housing at the Data Centers of the 00GATE circuit are excluded from the reliability parameter	

4. Times of taking charge and intervention in relation to problems in Data Center specific to the Customer's service

The following tables indicate the general parameters of the Services, unless otherwise specified in the conditions indicated in the offer / order, which therefore, based on the agreements and needs of the Customer, may differ from what is indicated here.

Services:

- Web hosting
- Managed / unmanaged VPS
- IaaS managed / unmanaged
- VDC managed / unmanaged
- DPaaS
- Cloud Backup
- ITaaS
- NAV hosting
- Exchange hosting online

Support level	T _{evt}	T _{sr}	T _{act} (T _{evt} + T _{sr})	T _{ext}	T _{exe}
Bronze	45	180	240	Defined in the offer / order	300
Silver	30	45	60		120
Gold	15	30	45		90
Carnet	The method is defined in the offer / order				
Platinum	Exclusively on a project basis with details of the SLA and the type of support on offer / order				

All times are expressed in minutes

Parameter	KPI	Description
Detection time	T_{evt}	Time from the event to the moment in which the monitoring systems and the staff have evidence of it
Time for taking charge of the request	T_{sr}	Time from the detection on the monitoring tools and / or via help desk and / or via availability, up to the assignment of the ticket to the operational technical staff.
Intervention time	$T_{act} (T_{evt} + T_{sr})$	Time from the detection of the event or from the request until the start of the operational recovery activities
On-site intervention time	T_{ext}	Time of transfer / intervention at the Customer's office
Execution time	T_{exe}	T_{exe} parameter includes the T_{act} beyond the service request execution time

Taxonomy of SLA measurement parameters

5. Scheduled maintenance

- 5.1. The scheduled maintenance time is not counted for the purpose of calculating the Uptime
Scheduled maintenance concerns the activities regularly carried out by EXE.IT Srl SB to maintain the functionality of the Data Center resources of the 00GATE circuit through which the Service is provided and of the physical nodes that host the virtual infrastructure or on the physical nodes that directly host customer services; it is ordinary and extraordinary.
- 5.2. Execution of ordinary or extraordinary maintenance
The execution of ordinary or extraordinary maintenance interventions will be communicated by EXE.IT Srl SB to the Customer with a minimum notice of 48 hours by e-mail sent to the e-mail address indicated in the order. EXE.IT Srl SB undertakes to make every reasonable effort to carry out ordinary or extraordinary scheduled maintenance activities, at times of minimal impact for the virtual or physical infrastructure allocated to the Customer.

6. Detection of faults and / or anomalies

- 6.1. Failure and / or anomalies reporting
Any failures and / or anomalies to the resources of one of the Data Centers of the 00GATE circuit through which the Service is provided or to the physical nodes that host the virtual or physical infrastructure created and allocated by the Customer will be reported by the Customer by opening a ticket on the assistance service on the page <https://assistenza.exe.it/>, or through an e-mail to the box infotech@exe.it, or through contact with the sales / technical reference person (where the Contract provides support levels SILVER / GOLD / PLATINUM) or by calling the switchboard +39 051 9923611, based on the times indicated in the contract and on the calendar working EXE.IT Srl SB; for the purpose of recognizing the credits referred to in the following art. 6, however, only the inefficiencies confirmed by the monitoring system in use at the NOC (Network Operation Center) of EXE.IT Srl SB will be taken into consideration.
- 6.2. Report management
Faults or anomalies can be reported by the Customer to the assistance service. Each report received will be promptly forwarded to technical support strictly respecting the chronological order of its receipt. Except for specific agreements governed by the Contract confirmed by the Customer, EXE.IT Srl SB technical support operates as indicated in the Contract.
- 6.3. Monitoring
Monitoring by EXE.IT Srl SB is carried out using specific software that detects and indicates any faults or anomalies, notifying the assistance service operating within the NOC in real time. Monitoring of specific Customer Services managed or co-managed by EXE.IT Srl SB, where specifically provided for in the Contract, are governed by the Contract itself (for example active and proactive support h24 and / or 24x7x365 or other formula).

7. Credits

7.1. Credit recognition

Pursuant to this SLA EXE.IT Srl SB recognizes to the Customer, by way of compensation, a credit equal to 5% of 1/30 for each complete fraction of fifteen minutes (solar) of the total expense generated by the impacted Services (which, to by way of example but not limited to, "monthly fee IaaS + monthly fee ITaaS"), or compared to the value of the total monthly fee of the impacted Services or if the Customer has chosen a payment solution other than the monthly fee (which, by way of example but not exhaustive, quarterly fee), this is traced back to the monthly reference value. This indemnity is to be considered applicable only when the disservice proceeds beyond the limits set by this SLA and is not attributable to the exclusion clauses determined pursuant to the following Art. 8 of this SLA;

For the sake of transparency, a typical case of compensation calculation is reported below:

Impacted services	IaaS , ITaaS
Duration of the disruption beyond the SLA	3 hours
Subscribed IaaS fee	€ 1,500.00 / month
ITaaS subscription signed	€ 3,500.00 / quarterly
Total value for the calculation of the indemnity	1,500.00 + 1/3 * 3,500.00 = € 2,666.67
Credit of 5% of 1/30 of the total value	€ 2,666.67 / 30 * 5% = € 4.44
Fractions of ¼ h complete with disservice over SLA	12
Indemnification	12 * € 4.44 = € 53.28

7.2. Credit recognition procedures

To have the Credit (s) recognized, the Customer must send a request to the reference commercial EXE.IT Srl SB by e-mail (where the Contract provides for SILVER / GOLD / PLATINUM support levels) or by opening a ticket on the assistance service on the page <https://assistenza.exe.it/> within 10 days from the end of the Disservice. The credits recognized by EXE.IT Srl SB will be paid exclusively according to the modality agreed with the Customer. By way of further compensation, if the Customer chooses to redeem the credit recognized in Services rather than in currency, these will be increased by 10%.

For transparency, a typical case of redemption of the indemnity is reported below:

Impacted services	VPS
Compensation recognized	€ 20.00
Method of redemption	Credit note
Amount of the credit note	€ 20.00 + VAT

or

Impacted services	VPS
Compensation recognized	€ 20.00
Method of redemption	In Services, offsetting the VPS fee
Amount of the credit note	€ 20.00 + 10% = € 22.00 + VAT to be reversed on the next fee

8. Limits of applicability of the SLA

8.1. Conditions of disclaimer

The following are the conditions in the presence of which, despite the occurrence of any inefficiencies, the Customer is not due the compensation provided for by the SLA:

- Causes of Force Majeure, i.e. events that objectively prevent the staff of EXE.IT Srl SB from intervening to carry out the activities set out in the Contract by EXE.IT Srl SB itself (purely by way of example and not exhaustive):
 - o strikes and demonstrations with blocking of communication routes;
 - o serious road accidents that cause the isolation of the area where the 00GATE circuit Data Centers are located;
 - o wars and acts of terrorism;
 - o natural disasters such as floods, storms, hurricanes, etc ;
 - o inaccessibility of the Data Centers of the 00GATE circuit caused by local, regional or national lockdowns (caused by pandemics or other national crisis events);
- Extraordinary interventions to be carried out urgently at unquestionable judgment of EXE.IT Srl SB to avoid dangers to the security and / or stability and / or confidentiality and / or integrity of the virtual or physical infrastructure created and allocated by the Customer and of the data and / or information contained therein. The possible execution of these interventions will in any case be communicated to the Customer by e-mail sent to the e-mail address indicated in the order phase with notice even less than 48 hours or simultaneously with the start of the operations in question or in any case as soon as possible. ;
- Unavailability or blocks of the virtual or physical infrastructure created and allocated by the Customer attributable to:
 - o incorrect use, incorrect configuration or shutdown commands, voluntarily or involuntarily carried out by the Customer;
 - o anomalies and malfunctions of the application / management software provided by third parties;
 - o hardware anomalies and malfunctions, basic operating systems, firmware supplied by third parties and in remote management / monitoring by the vendor ;
 - o breach or breach of the Contract attributable to the Customer;
 - o anomaly or malfunction of the Service, or their failure or delayed removal or elimination due to breach or breach of the Contract by the Customer or to a bad use of the Service by him;
 - o failure to connect the virtual or physical / physical infrastructure (s) to the public network by the will or by the fact of the Customer;
 - o causes that determine the total or partial inaccessibility of the virtual or physical infrastructure created and allocated by the Customer attributable to failures in the internet network outside the perimeter of EXE.IT Srl SB and in any case beyond its control (merely by way of example failures or problems with the local and / or national internet network);
 - o causes that determine the total or partial inaccessibility of the virtual or physical infrastructure created and allocated by the Customer attributable to faults in the electricity network outside the perimeter of EXE.IT Srl SB and in any case beyond its control (merely by way of example failures or problems with the national electricity grid, blackout on the local electricity grid extended beyond 48 hours, etc);

Castel San Pietro Terme, 31/01/2021