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Managed Cloud Services

Service Level Agreement

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2 | Parties

This Service Level Agreement (hereinafter referred to as the "SLA") is entered into between:

- softCodex Sagl - Via Capelascia 8 - 6814 Lamone, Switzerland, hereinafter referred to as "softCodex";
- The softCodex client and service principal, hereinafter referred to as "User" or "Client".

The term "Datacenter" shall be used to designate the owners of the virtual datacenter (Tinext SA) and the physical datacenter (Swisscolocation); see section 5.1.

3 | Overview

3.1 | Context and Purpose of the Service Level Agreement

This Service Level Agreement (SLA) governs the services provided by softCodex, consisting of cloud hosting services and other hosting services. This document describes the qualitative and quantitative terms of the service level intended to be achieved for the services delivered by softCodex.

This SLA describes the standard service level provided with each service, as well as any enhancements thereto.

3.2 | Duration of the SLA

This SLA has no expiry date and shall remain in force until a new version comes into effect.

This SLA shall be subject to periodic review in order to incorporate any new circumstances not yet known or available at the time of drafting the previous version. The Company reserves the right to amend this Agreement at any time by publishing an updated version on its website.

Although the Company may amend the Agreement at any time, a copy thereof must be shared with the Client for acceptance and signature.

3.3 | softCodex Access

In order to measure the service level, softCodex employs automated controls that monitor the User's server environment, sending keepalive messages to the User's servers and detecting their status. However, the User has the right to deny access to their servers by blocking the protocols and ports used by softCodex's monitoring systems: in such case, softCodex shall not be liable for services not delivered.

4 | Scope of Services

The following infrastructures and components define the perimeter of this SLA.

Infrastrutture dei Data Center

DC-1 Ticino: Swisscolocation Data Center – Morbio Inferiore, Chiasso

DC-2 Zurich: EveryWare Data Center – Zurich

Both Data Centers have TIER III characteristics and are ISO 27001 certified.

Internet Network Infrastructure

The Datacenter infrastructure is connected to the Internet via two carriers and fibre optic technology. Network components are redundant; therefore, the failure of one component should not result in loss of network connectivity.

Virtualisation Platform

The Datacenter virtualisation platform is based on a VMware vCloud Director architecture with fully redundant components. Fully redundant switches, servers, storage, firewalls and connectivity eliminate any single point of failure: each device is covered by a contract with its supplier guaranteeing the availability of spare parts within 4 hours of incident reporting. The production lifecycle ranges from 3 to 5 years depending on the device.

The following components are outside the scope of this SLA:

- The User's own infrastructure, as well as the public portion of the Internet outside softCodex's control.
- Functional management of the User's applications.
- Management of the User's databases.
- Any connection or interface of the User's applications with external environments.
- Updates and update policies for software other than System Software.

5 | Basic Assumptions and Prerequisites

The following basic assumptions and prerequisites apply to this SLA:

- softCodex shall not be liable for any losses arising from improper use of the application and accepts no liability arising from unauthorised, fraudulent or otherwise improper use of any User Account.
- softCodex is responsible for the management and maintenance of the virtual infrastructure used to provide the service. The Datacenter is responsible for the management and maintenance of the physical infrastructure.
- softCodex shall carry out updates and modifications to System Software exclusively at the User's request; the User assumes the risk of incompatibility with the application, while softCodex is solely responsible for the execution of the request.

6 | Availability

6.1 | Service Availability

The Datacenter infrastructure is designed to ensure high availability.

All services are subject to the availability guarantee.

The Datacenter and softCodex guarantee 99.7% availability per calendar month across all their services.

A service is considered available if all three of the following elements are available:

Data Center Infrastructures

The availability of power supply, adequate cooling and the correct humidity level of the air is continuously monitored. In the absence of detected deficiencies in power supply, cooling or adequate air humidity with regard to the infrastructure vital to the service, Data Center infrastructures are considered available.

Network Infrastructure

The availability of network infrastructure is periodically verified by ping tests. Within this test, the network is considered available if the physical machine or machines linking the specific service infrastructure send a ping response to one of the monitoring nodes external to the Datacenter network.

Specific Service Infrastructure

The availability of network infrastructure is periodically verified by ping tests. Within this test, the network is considered available if the physical machine or machines linking the specific service infrastructure send a ping response to one of the monitoring nodes external to the Datacenter network.

If any of the above elements is found to be unavailable for a specific service, that service will be considered unavailable. Scheduled maintenance and force majeure events (see "exclusions") are not considered periods of unavailability. The availability of a service for the reference month is subsequently calculated as follows:

$$\text{Availability} = (\text{Minutes in the reference calendar month} - \text{Downtime period in minutes}) / \text{Minutes in the reference calendar month}$$

6.2 | Penalties for Non-Compliance

Should any of the above-mentioned services fail to achieve a 99.7% availability rate, in accordance with the calculation described above, the User shall be entitled to compensation for the service in question in respect of the reference month. Such compensation shall be deducted from subsequent invoices issued.

Upon notification by the Client, softCodex shall credit the Client an amount equal to 5% of the monthly fees for the service in question for each 1% of availability lost, for example:

Server Availability	Credit
Server availability 98.7% – 99.7%	5% credit of monthly fee
Server availability 97.7% – 98.69%	10% credit of monthly fee
Server availability 96.7% – 97.69%	15% credit of monthly fee

To obtain the refund, the Client must expressly request it during the month following the one for which it is requested. The Client must provide all dates and times of server unavailability. Such information must be transmitted to softCodex's Support Department. softCodex will compare the information provided by the Client with the server availability monitoring data. The refund is granted if the unavailability justifying it is confirmed. The total refund to the Client for any Service shall in no case exceed 100% of the monthly fees charged for the Service in question in the month for which the refund is due.

No credits may be granted if the Client's account is overdue, suspended, or pending suspension.

6.3 | Exclusions

The Client shall not be entitled to any Service Credit under this Service Level Agreement if the Downtime Period or Unavailability is caused by any of the following events: (i) maintenance; (ii) suspension or termination of Services; (iii) denial-of-service attacks, hacker activity or other malicious events or code directed against softCodex, a softCodex client or

the Datacenter; (iv) malfunction of any network or Internet infrastructure or technology external to the Datacenter Network; (v) any other force majeure event such as natural disasters, criminal acts or terrorist attacks suffered by softCodex, its Clients or the Datacenter's Clients.

6.4 | Maintenance and Maintenance Windows

softCodex and the Datacenter shall periodically carry out maintenance activities on the hosting environments.

Routine maintenance is scheduled in maintenance windows communicated at least two days in advance by email. Such communication shall contain a brief description of the work to be carried out and a concise summary of the impact of the maintenance on the services. Where possible, routine maintenance shall be carried out after 22:00 CET (Central European Time). If the nature of the work does not permit this, such circumstances shall be explicitly stated in the communication.

In cases where the time-critical nature of the maintenance is high, for example in the presence of critical vulnerabilities, an extraordinary maintenance window shall be communicated by email, which may be notified with very short notice. Where possible, extraordinary maintenance shall be planned to minimise its impact; however, it may occur that the nature of the work does not permit this.

7 | Services

The following sections describe the various elements that make up the possible support services provided by softCodex.

7.1 | Types of Support Services

All clients are entitled to standard support.

- 1 STANDARD support service

The following table summarises the characteristics of the service:

Time window	Monday to Friday, excluding public holidays in Canton Ticino – from 8:15 to 12:15 and from 13:30 to 17:30
Response time	Within 2 hours of reporting
Contact method	Phone: +41 (0)91 220 14 28 Email: info@softcodex.ch

7.2 | Service Desk

softCodex provides an assistance service accessible via email for reporting problems and submitting requests. The service desk is available on working days during the hours specified on the website or in the service contract. The service desk is closed on official public holidays in Ticino (Switzerland) and at weekends (Saturday and Sunday).

The service desk is also reachable by telephone. Telephone reports are reserved for urgent situations or when email is not available. For any issue reported by telephone, an email containing the description of the problem must also be sent. softCodex will use this email for recording and managing the report.

Reports received by 16:00 shall be subject to a Same Business Day response time; reports received after 16:00 shall be handled on a Next Business Day basis.

7.3 | Backup

softCodex provides regular backups of virtual servers hosted on its virtualisation infrastructure as part of the service. softCodex is able to restore individual files or directories without overwriting the entire server: only the data subject to restoration is overwritten, and only at the Client's request. Backups are performed every night. The number of backup snapshots available for restoration is 14 days.

7.4 | Monitoring and Incident Response

Virtual servers can be monitored by the PRTG monitoring system provided by the Datacenter, which tracks key performance indicators such as available RAM, CPU load and hard disk usage. The results of this system can be viewed via the PRTG web interface.

The Datacenter provides advanced monitoring services focused on service availability, such as the availability of a database, a web server or another application. To verify service availability, the Datacenter will ping the service every 5 minutes with a threshold of 90 seconds. In the absence of a response, the server is considered non-operational and an alert will be sent to the support team.

In order to organise monitoring effectively, the User's collaboration is required; otherwise, only server availability will be monitored. The User will be required to specify the services to be monitored.

Following alerts relating to service unavailability, a response time of two hours from the moment the unavailability is detected by softCodex shall apply, where provision or support is contractually provided.

The Client is required to notify softCodex of any interruption or suspension of the server or services included in the monitoring. Such notification must be made at least two hours in advance by telephone and at least 24 hours in advance by email.

8 | Signatures and Approval

Place and date: _____

Client Name

Client Signature – Date