Service Level Agreement

I. General

1. This Service Level Appendix, including Cloud Ferro's General Terms of Service, Detailed Terms of Service and Services Agreement shall constitute the integral part of regulations binding on the Customer and CloudFerro in relation to the provision of Services by CloudFerro to the Customer. Any capitalised terms not defined otherwise in these this Appendix, shall have the meaning as defined in CloudFerro General Terms of Service.

2. CloudFerro shall exercise due care in order to ensure Services Availability in the scope and on the level not lower than defined herein.

3. Subject to provisions of Section II.4 of this Appendix and under terms and conditions set out in the General Terms of Service, CloudFerro shall be liable for any failure to maintain Services Availability, as attributable to CloudFerro's fault, for a period longer than 15 consecutive minutes ("Services Unavailability"). CloudFerro's liability shall not include limitations in service availability resulting from a Maintenance Downtime.

4. CloudFerro's liability for failure to ensure Services Availability for over 1 minute, as not attributable to CloudFerro's fault and resulting from a technical fault beyond CloudFerro's control ("Service Failure") shall be compensated by CloudFerro to the Customers on terms and conditions set out herein, by allocating Billing Units to the Customers. In the case of a Service Failure, the liability- related provisions in respect of Service Unavailability shall not apply.

5. After prior notification of a Customer at least 5 days in advance, CloudFerro will be entitled to make a Maintenance Downtime. During the Maintenance Downtime CloudFerro will be entitled to conduct necessary maintenance works that are to ensure functionality or introduction of new Services. A Maintenance Downtime period shall be deemed only such time when the Services are unavailable or availability of the same is limited.

6. CloudFerro and the Customer may agree for CloudFerro to compensate Customer for damages resulting from the Service Unavailability by allocating a specific number of Billing Units to the Customer as appropriate for the damage suffered by the Customer. The remedy referred to hereinabove constitutes a compensation granted by CloudFerro at its own discretion to the Customer. This compensation shall not constitute the so-called post-trade discount (reduction of the fee which has already been paid).

II. Guaranteed Service Level

1. Services Availability in a given month is set using the following formula:

$$D = \frac{MK - ZP - AU}{MK - ZP}$$

Where:

D - is Services Availability

MK – is the total time in the given calendar month

ZP – is the total time of Scheduled Maintenance Downtime

AU – is the total time of Service Failure

2. CloudFerro shall ensure Service Availability for Customers at the level of at least 99.5% per calendar month.

3. In the case of any Service Failure, the Customer shall receive from CloudFerro Billing Units worth 300% of the price of the Service, which availability has been disabled in result of the Service Failure. The value of Billing Units allocated to the Customer shall be calculated in proportion to the time that the Service is disabled for due to the Service Failure relative to total time in the specific calendar month.

4. If the Service Availability in a calendar month is less than:
   a. 99.5% but not less than 97,5%, the Customer shall receive Billing Units of the value equal to Service price for a 5-day period;
   b. 97,5% but not less than 95%, the Customer shall receive Billing Units of the value equal to Service price for a 10-day period;
   c. 95%, the Customer shall receive Billing Units of the value equal to Service price for a 20-day period.

5. Billing Units may be allocated only to a Customer, who complies with provisions of the Services Agreement, in particular who is not in arrears with any payment of a fee due to CloudFerro.

6. The maximum value of Billing Units allocated to the Customer under this Appendix for a Service Failure or Services Unavailability must not exceed the threefold monthly fee for the provision of the specific Service in the calendar month concerned.

III. Failure Reporting

1. If the Customer identifies a Service malfunction, the Customer shall immediately notify CloudFerro of the same by sending an e-mail to the following address: support@creodias.eu, and specify symptoms of Service limitation or lacking functionality.

2. After the Service malfunction is reported, CloudFerro shall troubleshoot in order to identify the cause of the malfunction and determine whether a Service Failure has occurred. CloudFerro shall notify the Customer immediately about the cause of the malfunction and the manner of having it rectified.

3. CloudFerro shall endeavour to remove the Service Failure or the cause of the Service Unavailability as soon as possible.

IV. Final Provisions

1. The Customer will not be entitled to have Billing Units allocated during a Service Failure, which had not caused a drop in the Service Availability in the specific calendar month below the CloudFerro-guaranteed value set out in this Service Level Appendix or if such Failures or Service Unavailability were caused or were related to:

   a) circumstances beyond CloudFerro's reasonable control, in particular acts of public authorities, wars, uprising, sabotage, embargo, fire, flood, strikes or other circumstances disrupting CloudFerro's operations, unavailability or delays in services provided by third parties to the Customer or CloudFerro, errors in third-party supplied software, cybernetic attacks (including DDoS);

   b) a failure or a fault of the hardware under the Customer's control;

   c) actions or omissions of the Customer or parties acting on its behalf or the use of the Services in a manner contrary to the Agreement;

   d) a failure of the metering system on the side of CloudFerro, but not related to the actual Failure of the Customer's Service.