SERVICE LEVEL AGREEMENT (SLA)

1. Subject and Purpose of This Document

The purpose of this "Service Level Agreement" (hereinafter referred to as "SLA" for brevity) is to define the benchmarks for the provision of Aruba Cloud services—including Data Center services, Bare Metal Server services, and Cloud services available at arubacloud.it (hereinafter referred to as "Services")—and to monitor the actual quality of service delivered.
The SLA also aims to define the rules governing the relationship between Aruba and the Customer. This SLA is an integral part of the Agreement entered into between Aruba and the Customer in accordance with the procedures set forth in Article 4 of the Terms and Conditions of Service Provision.
This SLA also applies to the Specific AI Services known as "AI Models" and "Text Management," which can be purchased as part of the AI Platform in accordance with Section VI of the Terms and Conditions for the Provision of Services. For these Specific AI Services, the parameters set forth in Article 3.3 and the credits set forth in Article 6.2-bis apply separately for each Specific AI Service activated by the Customer, whether purchased as a standalone service or in conjunction with another Cloud Service.

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

2. Validity and Term of the SLA Amendments or Replacements to the SLA

This SLA takes effect for an indefinite term for each Customer as of the execution of each Contract and terminates upon the termination of the Contract to which it refers.
Aruba reserves the right to amend or replace this SLA multiple times during the term of the Contract and at any time. Any amendments to the SLA or a new SLA—replacing the previous one—take effect, again for an indefinite period or until the next amendment or replacement, as of the date of their publication on the Terms and Conditions page. In such cases, however, the Customer is entitled to terminate the Contract in accordance with the procedures set forth in the Contract within 30 (thirty) days of the publication of the amendment and/or replacement of the SLA.
In the event of termination by the Customer, the provisions set forth in the Terms of Service for the Services.

3. Operational Functionality SLA

3.1 Aruba will make every reasonable effort to ensure maximum availability of the Services and, at the same time, compliance with the following operational performance metrics:

A) For the resources through which the Services are provided:
- 100% uptime on an annual basis for the power supply and/or environmental cooling of the Data Center Infrastructure;
- the shutdown of the virtual infrastructure created and allocated by the Customer caused by a general power outage and/or failure of the air conditioning system constitutes a service disruption for which, depending on its duration, the Customer is entitled to compensation in the form of a credit determined in accordance with Article 6 below of this SLA;
- 99.95% annual uptime for internet access to the Data Center Infrastructure;
- Complete inaccessibility via the Internet to the virtual infrastructure created and allocated by the Customer for a total duration exceeding that determined by the uptime parameter guaranteed by Aruba constitutes a service disruption for which, depending on its duration, the Customer is entitled to compensation in the form of a credit determined in accordance with Article 6 below of this SLA.

B) For the virtual infrastructure created and allocated by the Customer:
- 99.95% uptime on an annual basis, for the availability of the physical nodes (servers) hosting the virtual infrastructure;
- Any failure of the Virtual Infrastructure created and allocated by the Customer for a total duration exceeding that determined by the Uptime parameter guaranteed by Aruba caused by failures and/or anomalies in the aforementioned physical nodes constitutes a service disruption for which, depending on its duration, the Customer is entitled to compensation in the form of a credit determined in accordance with Article 6 below of this SLA.

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

operational performance parameters:

- 100% annual uptime for power supply and/or environmental cooling of the Data Center Infrastructure hosting the OpenStack Starter and VMware virtual servers;
- any shutdown of the virtual infrastructure created and allocated by the Customer caused by a general failure of the power supply and/or climate control systems of the Data Center constitutes a service disruption for which, depending on its duration, the Customer is entitled to compensation in the amount determined pursuant to Article 6 below of this SLA;
- 99.8% annual uptime for internet-based access to the virtual infrastructure created and allocated by the Customer;
- Complete inaccessibility via the Internet to the virtual infrastructure created and allocated by the Customer for a total duration exceeding that determined by the uptime parameter guaranteed by Aruba constitutes a service disruption for which, depending on its duration, the Customer is entitled to compensation in the form of a credit determined in accordance with Article 6 below of this SLA;
- For the Virtual Infrastructure created and allocated by the Customer within the OpenStack Starter VPS and VMware VPS servers:
  a) 99.8% uptime on an annual basis, for the availability of the physical nodes (servers) hosting the Virtual Infrastructure;
  b) Any failure of the Virtual Infrastructure created and allocated by the Customer—for a total duration exceeding that determined by the uptime parameter guaranteed by Aruba—caused by failures and/or anomalies in the aforementioned physical nodes constitutes a service disruption for which, based on its duration, the Customer is entitled to compensation in the form of a credit determined in accordance with Article 6 below of this SLA.

3.3. AI Models and Text Management

3.3.1. For each of the Specific AI Services referred to as “AI Models” and “Text Management,” Aruba guarantees an uptime of 99.8% on an annual basis. This metric pertains to the availability of the APIs necessary to use the specific AI Service, within the technical and usage limits set forth in the relevant Technical Specifications. These metrics apply to the aforementioned services in lieu of those set forth in Sections 3.1 and 3.2; the service levels established for any other Cloud Services purchased by the Customer remain independently applicable.
3.3.2. A service disruption is defined as the technical unavailability of the APIs that prevents the use of “AI Models” or “Text Management,” even if limited to one or more affected models or features, provided that this is confirmed by Aruba’s monitoring system and is not attributable to the exclusions set forth in Articles 4 and 7 below. Uptime is determined by calculating the ratio of uptime to the total duration of the relevant annual period, excluding the periods excluded pursuant to the aforementioned articles. The unavailability of a service or one of its components does not imply the unavailability of other services or components that are being provided normally. If the service disruption is attributable to the AI Platform, it is attributed to the specific AI services whose use it prevents.
3.3.3. For both services, a rate limit of 400 (four hundred) requests per minute per application and/or instance applies. Exceeding this limit may result in the throttling of requests. Any limits by model, user, or IP address are specified in the technical documentation. The rate limit is a usage limit and does not guarantee the processing of 400 requests per minute, nor does it guarantee response times or the quality of the output.

4. Scheduled Maintenance

4.1. Scheduled maintenance time is not counted toward the calculation of uptime.
Scheduled maintenance refers to activities performed regularly by Aruba to maintain the functionality of the data center resources through which the Services are delivered and of the physical nodes (bare-metal servers) that host the virtual infrastructure; it may be routine or non-routine.
For the “AI Models” and “Text Management” Services, scheduled maintenance also includes work on AI Platform components, models, and APIs through which the specific AI Services are delivered.
4.2. Aruba will notify the Customer of scheduled maintenance at least 48 hours in advance via email sent to the email address provided at the time of order or communicated within the Management Panel, subject to the provisions of the following paragraph.
For the “AI Models” and “Text Management” Services, notwithstanding the aforementioned notice period, the terms and content of the communications set forth in Articles 12.1 and 12.2 of Section VI of the Terms of Service shall apply, including for emergency interventions.
Aruba undertakes to make every reasonable effort to perform scheduled maintenance activities at times that minimize disruption to the Customer and the Services purchased by the Customer.

5. Detection of Faults and/or Anomalies

5.1. Any failures and/or anomalies affecting the Data Center resources through which the Services are provided, or the physical nodes (Bare Metal Servers) hosting the virtual infrastructure created and allocated

by the Customer, must be reported by the Customer by opening a support ticket on the assistance.aruba.it page; however, for the purposes of granting the credits referred to in Article 6 below, only service disruptions also confirmed by Aruba's monitoring system will be taken into consideration.
The same reporting and confirmation procedures apply to outages and anomalies affecting the "AI Models" and "Text Management" services. The report must specify the specific AI service affected, the models or features involved, the duration of the service disruption, and, where available, the request IDs and error codes, without the need to submit the content of the inputs or outputs.
5.2. The Customer may report failures or anomalies to Aruba's support service 24 hours a day. Every report received will be promptly forwarded to technical support, strictly following the chronological order in which it was received.
5.3. Aruba monitors the system using specialized software that detects and flags any failures or anomalies, notifying the 24/7/365 operational support team in real time.

6. Credits

6.1. For the Bare Metal Server service, pursuant to this SLA, Aruba grants the Customer, by way of compensation, an extension of the Contract term of 1 (one) day for each full 15 (fifteen) minute period of service disruption exceeding the limits set forth in this SLA, up to a maximum of 30 (thirty) days.
6.2. For the virtual infrastructure created and allocated by the Customer, pursuant to this SLA, Aruba grants the Customer, as compensation, a credit equal to 5% of the total expenditure incurred— during the 30 (thirty) days preceding the service disruption or during the month preceding the one affected by the service disruption, in the event that the Customer has purchased a Service for which payment is made on a monthly basis (such as, by way of example but not limited to, the VPS service). - for the portion of the virtual infrastructure affected, for each full fifteen-minute period of service disruption exceeding the limits set forth in this SLA, up to a maximum of three hundred minutes.
6.2-bis. For the "AI Models" and "Text Management" services, Aruba shall grant the Customer, by way of compensation, a credit equal to 5% of the total charges generated by the specific AI Service in question during the 30 (thirty) days preceding the service disruption, for each full 15 (fifteen) minutes of service disruption exceeding the downtime limit corresponding to the Uptime specified in Section 3.3.1, up to a maximum of 300 (three hundred) minutes. If the service disruption affects only certain models or features, the relevant charges are limited to the usage attributable to them. The credit is calculated based on the charges for the usage actually generated, and not on the amount of Top-Ups made by the Customer, nor on charges for other Cloud Services or Specific AI Services not affected by the service disruption.
For the purposes of determining whether the annual threshold has been exceeded, the cumulative periods of unavailability within the same annual reference period are taken into account, excluding the cases referred to in Articles 4 and 7. Only the minutes exceeding that threshold are eligible for compensation, without counting again the minutes for which compensation has already been paid. A single period of unavailability does not give rise to multiple credits for the same usage, even when it involves multiple components of the AI Platform.
6.3. To have the Credit(s) recognized, the Customer must submit a request to Aruba Support by opening a ticket on the assistance.aruba.it website within 10 (ten) days of the end of the service disruption. Credits granted by Aruba will be settled exclusively by crediting the relevant amount to the Control Panel, or by extending the term of the Contract by the number of days accrued as compensation for the purchased Services.
For the "AI Models" and "Text Management" services, the credit referred to in Article 6.2-bis is granted exclusively by crediting the amount to the Control Panel and increases the available credit for using the Services. No extension of the Contract term is provided for. The same 10 (ten)-day deadline from the end of the service disruption applies for requesting credit recognition, even when the service disruption results in the annual threshold being exceeded.
6.4. Notwithstanding the foregoing, it is understood that during the period of inactivity, the Cloud service does not incur any charges; therefore, for that period, the corresponding amount specified in the Price List for each of the resources created and allocated by the Customer within the Virtual Infrastructure will not be deducted from the Prepaid Balance; any amount deducted in error will be refunded by Aruba through the Management Panel.
For the "AI Models" and "Text Management" services, usage is determined in accordance with the relevant Technical Specifications and the applicable Price List. Any amounts charged in error are credited back to the Management Panel. This adjustment is distinct from the credit granted as compensation pursuant to Article 6.2-bis.
The Customer acknowledges and agrees 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), Aruba shall not be required to provide any refund for the period during which the Service is inactive, other than the credit referred to in paragraph 6.2 above.

7. Limitations on the Applicability of the SLA

The following are the conditions under which, despite the occurrence of any service disruptions, the Customer is not entitled to the compensation provided for in the SLA. These are:

- force majeure, namely events that objectively prevent Aruba's staff from taking action to perform the activities required by the Contract and for which Aruba is responsible (by way of example only and not limited to: strikes and demonstrations blocking transportation routes; traffic accidents; wars and acts of terrorism; natural disasters such as floods, storms, hurricanes, etc.);
- extraordinary interventions to be carried out urgently, at Aruba's sole discretion, to prevent threats to the security and/or stability and/or confidentiality and/or integrity of the Customer's created and allocated virtual infrastructure and/or the integrity of the structure and/or the servers and the data and/or information contained therein. The Customer will be notified of any such interventions via a specific notice made available in the Management Panel, with advance notice of even less than 48 hours, or concurrently with the start of the operations in question, or, if this is not possible, as soon as possible. The notice will include, where available, an indication of the affected Services and the expected time frame for the intervention;
- unavailability or outages of the Services (meaning unavailability or outages of the virtual infrastructure created and allocated by the Customer and/or the servers purchased by the Customer) attributable to:

a) incorrect use, incorrect configuration, or commands or other actions, whether intentional or unintentional, performed by the Customer;
b) anomalies and malfunctions in application/management software provided by third parties;
c) breach or a breach of the Agreement attributable to the Customer;

- anomalies or malfunctions of the Services, or their failure to be removed or eliminated, or any delay in such removal or elimination, attributable to a breach or violation of the Agreement by the Customer or to the Customer's misuse of the Services;
- failure to connect the virtual infrastructure to the public network due to the Customer's decision or actions;
- failure to connect the server purchased by the Customer to the public network due to the Customer's own decision or actions;
- causes resulting in the total or partial inaccessibility of the Virtual Infrastructure created and allocated by the Customer and/or the Customer's server attributable to failures in the internet network outside Aruba's perimeter and in any case beyond its control (including, but not limited to, failures or problems).

For the "AI Models" and "Text Management" services, the exclusions listed above apply to the extent they are compatible with the nature of the Specific AI Services. References to the virtual infrastructure and servers are deemed to extend to the AI Platform components through which the relevant Specific AI Service is provided. The exclusion regarding third-party software applies, for these services, to the applications and integrations used by the Customer and does not apply—merely because they originate from third parties—to the models and software components used by Aruba to provide AI Models or Text Management.

For the "AI Models" and "Text Management" services , the following do not constitute service disruption for the purposes of this SLA: a) requests that are rejected, limited, or delayed as a result of exceeding rate limits, quotas, or other usage limits set forth in the Technical Specifications and applicable technical documentation; b) requests that do not comply with the service's technical requirements, the use of invalid credentials, or anomalies in applications, integrations, or connections under the Customer's control; c) the rejection or blocking of requests by security and validation controls in accordance with the Technical Specifications and the contractual terms; d) suspensions or terminations lawfully ordered in accordance with the Contract, including due to the exhaustion of Credit or the decommissioning of a model carried out in compliance with the applicable terms.

The inaccuracy, incompleteness, or inadequacy of the Outputs and their truncation resulting from the stated technical limitations do not, in and of themselves, constitute unavailability of the service for the purposes of this SLA. The characteristics and limitations of the Outputs set forth in Section VI of the Terms of Service remain unaffected.