

Tinext Cloud

Service Level Agreement



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2 | Parties

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

- Tinext Cloud SA, Viale Serfontana 7, CH-6834 Morbio Inferiore, Switzerland, hereinafter referred to as "Tinext"
- Client of Tinext and procurer of the services, hereinafter to as the "User" or "Customer".

3 | Overview

3.1 | Background and purpose of the Service Level Agreement

The aim of this "Service Level Agreement" (in hereinafter referred to as "SLA") is to define the parameters reference for the provision of Cloud and Data Center services (hereinafter "Service" for brevity) and for monitoring the level of quality actually delivered.

This SLA also defines the interaction rules between Tinext and Customer. The present SLA is an integral part of the contract concluded between Tinext and Customer.

3.2 | Term of the SLA

This SLA has no expiry date and will be valid until a new version of the SLA is in place.

This SLA will be reviewed on a periodic basis in order to incorporate any new circumstances into the document that were not yet known or available at the time the previous version of the SLA was drafted. The Company may amend this Agreement at any time, and a copy of the same will be transmitted to the Customer for acceptance and signing.

3.3 | Access by Tinext

To measure the service level, Tinext adopts automated controls which monitor the User's server environment, sending keepalive messages to the User's servers and retrieve their status. However, the User has the option to deny access to the servers by blocking the protocols and ports used by Tinext's monitoring systems: in this case, Tinext will not be liable for any services not provided.

4 | Scope of the services

The following infrastructures and components define the perimeter of the SLA

Data Center facilities

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 Tinext infrastructure is connected to the Internet using two carriers and fiber optic technology.

The network components are redundant, which means failure of one of the components should not result in the loss of network connectivity.

Virtualization platform

Tinext Virtualization platform is based on a fully redundant component VMware vCloud Director architecture. Fully redundant Switch, Server, Storage, Firewall and connectivity avoid any single point of failure: each device is under contract with its supplier with the guarantee of having the parts in place within 4 hours of reporting the incident. The production life cycle goes from 3 years to 5 years depending on the device.

The following components fall outside the scope of this SLA:

- The User's own infrastructure (virtual and physical) and the public portion of the internet outside the control of Tinext.
- Functional application management of the User's applications.
- Database management of any of the User's databases.
- Any links or other interfaces of the User's applications with external environments.
- Upgrades and upgrade policies of non-System Software.

5 | Basic assumptions and prerequisites

The following basic assumptions and prerequisites apply to this SLA:

- Tinext will not be liable for any loss that may incur as a result of misuse of the application, and we accept no liability resulting from the unauthorized use, whether fraudulent or otherwise of any User Account.
- Tinext is responsible for managing and maintaining the underlying infrastructure used to provide the service, or, in the case of leased physical servers, the underlying infrastructure including the physical server.
- Tinext will upgrade, and make changes to, System Software only at the User's request; the User assumes the risk of incompatibility with the application while Tinext is only responsible for fulfilling the request.

6 | Availability

Tinext will make every reasonable effort to ensure maximum availability of the infrastructure and, at the same time, the observance of the following parameter of operational functionality

Data Center facilities: 99.7% Availability per calendar month

Tinext monitors the availability of electric power and sufficient cooling and the appropriate air humidity level. If no lacks are detected, the Data Center facilities are considered available.

The shutdown of the infrastructure caused by the generalized lack of the power supply and / or air conditioning, constitutes a disservice for which, depending on its duration, the Customer is entitled to the indemnity determined by the following art. 8 of this SLA.

Internet network infrastructure: 99.7% Availability per calendar month

The availability of the Internet network infrastructure is measured with a *ping* test from monitoring nodes running on the Internet. The network is considered available if the monitoring nodes outside the Tinext network receive a reply from the infrastructure physical devices that provide the service.

The complete inaccessibility via the Internet to the Infrastructure for a total time exceeding the one determined by the guaranteed Availability parameter from Tinext is a disservice for which the Customer is entitled to the indemnity determined by the following art. 8 of this SLA.

Virtualization platform: 99.7% availability per calendar month

The perimeter of the Virtualization platform is limited to the physical servers, storage, network components, Software Virtualization platform and self-service portal, Backup infrastructure and self-service portal. The service is considered available if the Customer can access and operate on its Virtual Data Center, and access and operate with the backup self-service portal. The failure of the virtual infrastructure created and allocated by the Customer - for a period overall higher than the Availability parameter guaranteed by Tinext, caused by failures and / or anomalies of the components of the Virtualization platform - constitutes a disservice for which the Customer is entitled to the indemnity determined by the following art. 8 of this SLA.

Scheduled maintenance and force majeure events (see "exception" in Article 8), do not qualify as unavailability.

7 | Fault detection and / or anomalies

Any failures and / or anomalies to the Data Center facilities, Internet network infrastructure and Virtualization will be reported by the Customer by opening a service request at support@tinext.com for the purposes of recognition of the credits referred to in the following art. 8 however, only inefficiencies confirmed by the Tinext monitoring system will be taken into consideration.

8 | Penalties for non-compliance.

If one of the services mentioned above does not achieve the Availability rate, the Customer will be entitled to compensation of the relevant service during that month.

The monthly Availability of the services is calculated as follows:

Availability = (Minutes in relevant calendar month - Period of unavailability in minutes) / Minutes in relevant calendar month

Upon Customer's notice to Tinext, Tinext will refund to the Customer 5% of the monthly fees of the relevant service, every 1% of lost availability, e.g.:

Server availability 98.7% – 99.7%: 5% of monthly fee credited

Server availability 97.7% – 98.69%: 10% of monthly fee credited

Server availability 96.7% – 97.69%: 15% of monthly fee credited

....

The Customer must expressly request a refund during the month following that for which the refund is requested. Customer must provide all dates and times of server unavailability indicating the service request ID. The refund is issued if the unavailability that justify the refund is confirmed, and the compensation will be deducted from the next invoices issued.

The total refund to Customer for any Service shall not exceed 100% of the monthly fees charged to that Service during the month for which the refund is to be issued.

Credits may not be issued if Customer account is past due, suspended, or pending suspension.

9 | Exception

You will not be entitled to any Service Credit under this Service Level Agreement where the Downtime or Unavailability is caused by any of the following: (i) maintenance; (ii) suspension or termination of your Services; (iii) denial of service attack, hacker activity, or other malicious event or code targeted against Tinext or a Tinext customer; (iv) failure of any network or internet infrastructure or technology outside Tinext's Network; (v) any other force majeure events as natural disaster, criminal act or terrorist attacks suffered by Tinext or its Customers.

10 | Operations and maintenance windows

Tinext performs maintenance on both Infrastructure and services. Regular activities are scheduled in maintenance windows that are announced at least two days in advance by email. This email will contain a brief overview of the work to be performed, along with a brief description of the impact of the maintenance on services. Where possible, regular maintenance will be performed after 10 p.m. CET (Central European Time). However, if the nature of the maintenance does not permit this, this will be clearly specified in the announcement.

If the time-sensitivity of the maintenance is critical, e.g. in the case of critical vulnerabilities, an emergency maintenance window is announced by email. This may be announced at very short notice. If possible, the emergency maintenance is scheduled at such a time that the impact of the maintenance is reduced; however, it could happen that the nature of the maintenance does not permit this.

11 | Optional Services for the Customer Virtual Data Center

The following articles describe the optional support services provided by Tinxext for the Customer Virtual Data Center.

11.1 | Types of Support Services

Customers can choose between two different types of support services

- STANDARD support service
- SILVER support service
- GOLD support service

The following table summarizes the characteristics of each service:

	Business hours	24/7	Intervention time	Access
Standard support	✓	Not included	Next Business Day	Customer portal
Silver support	✓	Not included	2 hours	Customer portal
Gold support	✓	✓	2 hours	Customer portal / Phone

Business hours: From Monday to Friday, except Canton Ticino's holidays, From 8:30am to 12:30pm and from 1:30pm to 5:30pm

11.1 | Service desk

Tinxext provides email access to the service desk for the reporting of issues and for submitting queries. This service desk is available on working days on the times specified on the website or the service contract. The service desk is closed on official public holidays in Ticino (Switzerland) and on weekends (Saturday, Sunday).

The service desk can also be reached by telephone. Telephone reports are for urgent matters or if email is not available. For any issues of any nature reported by telephone, an email message must also be sent, containing a description of the issue. Tinxext will subsequently be able to use this email for issue registration and responses.

Issues reported before 4 p.m. are subject to a response time in accordance with the Same Business Day principle; issues reported after 4 p.m. are responded to in accordance with the Next Business Day principle.

11.2 | 24/7 Gold Support

When the Service Desk is closed, Tinext provides to the clients that subscribe the GOLD Support a 24/7 incident service by telephone. This service receives reports regarding incidents caused by the unavailability critical services that Tinext is contracted to supply or support.

For any issues reported by telephone, an email message must also be sent after the report is made, containing a description of the issue.

11.3 | Backup

Tinext backup infrastructure is based on Veeam Backup & replication integrated with vCloud Director.

Veeam Backup & Replication supports VMware vCloud Director, allowing users to back up and restore single VMs, vApps, Organization vDC and whole Organizations. Tinext Cloud platform allow self-service restore operations to their customers via friendly and convenient web UI based on Veeam Backup Enterprise Manager.

Tinext administrators have administrative rights to Enterprise Manager. Thus, they have access to Configuration view in its web UI where they can configure vCloud Director Organization settings, including repository quota and backup job template. As a rule, these administrators also have access to Veeam Backup & Replication management console, controlling vCloud Director as part of backup infrastructure on the provider side.

Users on the tenant side do not need administrative rights for Enterprise Manager — instead, they get access to the Veeam Self-Service Backup Portal. There they can manage their vCloud Director jobs, as well as restore VMs, files and application items within their scope. As a rule, these users are vCloud Director administrators in charge of data protection in their vCloud Director Organizations.

Once such users log in to Veeam Backup Enterprise Manager using their vCloud Director credentials, Veeam identifies the resources included in their scope — that is, entities such user is allowed to see and manage - and automatically filters vCloud Director objects when displaying them.

The backup policies and the retention can be customized with different RPO (Recovery Point Objective) specific for each VM; it is also possible to change the disk space based on the needs and the retention policies adopted. If included in the contract, Tinext configures a job that makes a backup of the entire Organization every night: this job performs one full backup every week and a daily incremental backup with 21 restore points.

For a timely check of backup jobs, the Veeam Backup and Replication system keeps the log history with the result of each save.

As an option, backup jobs could be copied in the Tinext's secondary Data Center.

11.4 | Monitoring and response to incidents

If included in the contract, servers are monitored by the Tinext PRTG monitoring system, which tracks key performance indicators such as available RAM, CPU load and hard-drive utilization. The output of this system can be viewed through the PRTG Web Interface.

Tinext provides extensive monitoring services focused on service availability, e.g. the availability of a database, web server or other application. To verify that the service is available, Tinext will ping the service every 5 minutes with a 90-second threshold. If the service does not respond, the server is considered non-operational, and an alert will be sent to the support team.

In order to organize the monitoring effectively, collaboration with the User is required; otherwise, only server availability will be monitored. The User will be requested to specify the services to be monitored. After warnings relating to the unavailability of services, a response time of two hours applies from the time the unavailability is detected by Tinext if contracted to supply or support.

The Client is required to notify Tinext if the Client has shut off or interrupted the server or the services included in the monitoring. This must be announced at least two hours in advance by telephone and at least 24 hours in advance by email.

12 | Signatures and approval

Place and date: _____

Customer Name

Customer Signature - Date