



## SERVICE LEVEL AGREEMENT

Attachment to the General Terms and Conditions

THRON shall have the right to update at their sole discretion this Service Level Agreement (hereunder "SLA"). Any amendment to this SLA shall become effective upon receipt of the notice of amendment by the Primary Contact Person by means of:

- a) A pop-up warning immediately after the conclusion of the login authentication process;
- b) An email with read receipt sent to the email address associated to the Primary Contact Person of the Client Account.

The Client shall have the right to terminate the Contract according to the provisions set forth in article 4 of THRON's General Terms and Conditions.

### 1. DEFINITIONS

- 1.1. In addition to the definitions contained in THRON's General Terms and Conditions (hereunder, "General Terms and Conditions"), for the purpose of this Service Level Agreement (hereunder, "SLA") the terms listed below shall have the following meanings:
  - a. "Service Credit": a portion of the annual fee that may be refunded to the Client following a request for compensation in the event of failure to reach the stated service level.
  - b. "Response Time": the amount of time THRON Customer Service takes to respond to service-related requests submitted by the Client.

### 2. SCOPE OF THE SLA

- 2.1. This SLA is an appendix to the General Terms and Conditions and, as such, constitutes an integral and substantial part thereof.

### 3. LEVEL OF SERVICE

- 3.1. Suspension of the Service means the temporary unavailability of the Software.
- 3.2. THRON reserves the right to temporarily suspend the Software in order to perform ordinary and/or extraordinary maintenance activities on the Software and/or on other products and software delivered. THRON shall provide adequate notice of this suspension to the Client and, as far as possible, inform the Client about the expected term of the suspension.
- 3.3. Except for maintenance services that cannot be otherwise delayed, THRON shall carry out ordinary and extraordinary maintenance works during the night (CET Time Zone).
- 3.4. THRON guarantees an annual uptime percentage of at least 99.9%. The annual uptime percentage shall be calculated according to the following formula: 24 hours x 365 days = 8.760 hours, which means that **8.751 hours** per year of Software availability are guaranteed, except as provided in §§ 3.5, 3.6 and 3.7 below.
- 3.5. THRON will have the right to temporarily suspend the Software, even without giving any notice in advance:
  - a. in case of force majeure events;
  - b. when required to do so by any governmental, judicial and/or administrative order;
  - c. if any amount payable for the Software is overdue by more than 30 (thirty) days, in accordance with the General Terms and Conditions;
  - d. if the Client breaks Netiquette rules (correct use of internet);
  - e. in case of inappropriate, incorrect, fraudulent or unlawful use of the Software by the Client.
- 3.6. THRON shall not be liable for the Suspension of the Service due to the events stated in § 3.5 and, as a consequence, the resulting period of Suspension of the Service shall not be taken into account for determining the total period of unavailability of the service as a basis for calculating the actual availability of the Software in accordance with § 3.4.
- 3.7. THRON will be exempt from any contractual and/or non-contractual liability for direct and/or indirect damages that the Client, and/or any subject directly or indirectly related to him, may suffer as a result of the Suspension of the Service provided for in § 3.5.

### 4. CUSTOMER SERVICE PROFILES

- 4.1. THRON Customer Service shall support the Client in using the Software and in case any malfunction, service fault and/or anomaly might adversely affect the use of the Software by the Client.
- 4.2. Any report sent by the Client to THRON Customer Service will be categorized as:
  - a. INCIDENT: any notification about Software malfunctioning, service fault and/or anomaly;
  - b. ENQUIRY: request for information about the use of the Software or its features;

- c. TASK: request to carry out an activity not included in the contract (i.e.: adding users, changing permissions, content massive imports).
- 4.3. Any incident report will be classified depending on the following priority levels:
- a. URGENT: the Software is unavailable or mostly of its main features are not available (i.e.: login not available, content delivery not available);
  - b. HIGH: one or more Software main features' behaviour is incorrect or particularly slow (i.e.: conversion, download, sharing, tagging, asset tracking);
  - c. NORMAL: one or more Software minor features' behaviour is incorrect or abnormal, but the Software usage is not significantly affected;
  - d. LOW: minor bug notification that do not affect the Software usage;
- 4.4. In the Order the Client shall choose between three different Customer Service profiles (Standard, Business, Enterprise):
- a. STANDARD: available 5 days a week (from Monday to Friday), excluding Italian public holidays, from 08.30 a.m. to 12.30 p.m. and from 2.00 p.m. to 06.00 p.m. according to CET Time Zone. The Response Time threshold is indicated in the chart below.
  - b. BUSINESS: available 5 days a week (from Monday to Friday), excluding Italian public holidays, from 08.30 a.m. to 06.00 p.m. according to CET Time Zone. The Response Time threshold is indicated in the chart below.
  - c. ENTERPRISE: available 24 hours a day, 7 days a week, 365 days a year. The Response Time threshold is indicated in the chart below.

Response Time			
	STANDARD 5/7 - 8:30-12.30 14:00-18:00 CET	BUSINESS 5/7 - 8:30-18:00 CET	ENTERPRISE 7/7 - 24H
URGENT	24h	4h	30 min
HIGH	Best Effort	8h	1h
NORMAL	Best Effort	16h	4h
LOW	Best Effort	24h	8h
REQUESTS/ENQUIRIES business time only	Best Effort	8h	4h

## 5. TROUBLESHOOTING

- 5.1. The troubleshooting procedure consists of the following phases:
- a. Receipt of a report  
If the Software is not available and/or does not work according to § 4.1 the Client shall ask for support via e-mail to support@thron.com, via *online ticketing* on [help.thron.com](http://help.thron.com), writing to a live chat operator (only in working hours). In accordance with the agreed time frame THRON will check the reported faults, examine them and carry out the relevant triage procedures.
  - b. Diagnosis  
After receiving the Client's report, THRON Customer Service seeks to identify the characteristics of the reported problem and to diagnose the nature of the fault. THRON Customer Service will then open a ticket according to the Customer Service profile chosen by the Client, assign an ID number to it, and tag it on the basis of the report type and the priority level. This phase terminates by notifying the Client of the ticket information via email or in the specific area of the Help portal.
  - c. Fault correction

Once the reported fault has been identified, and the necessary information has been collected, THRON Customer Service will independently start the troubleshooting and provide the Client with a temporary workaround solution for restoring the correct usage of the Software until the fault will be definitely resolved, thus reducing the ticket priority level.

d. Resolution time (only for Enterprise Profile)

If the reported fault has not been resolved and a workaround has not been provided to the Client after 2 hours (for urgent incident reports) or 4 hours (for high priority Incident reports), THRON Customer Service will inform the Client about the estimated time needed to resolve the fault.

e. Closing the ticket

Once the correct functioning of the Software has been restored, THRON Customer Service will inform the Client that the reported problem has been resolved. At any time the Client can re-open the *ticket* by indicating the ID number.

## 6. BACKUP OF DATA AND PROTECTION OF CONTENTS

6.1. In order to ensure the data security and integrity and to allow the Client to recover any lost data, the Software shall perform the following functions:

a. Data Encryption.

The files sent by the Client and the relevant results of the automatic processing carried out by the Software are stored using *Advanced Encryption Standard* (AES) 256, with a 256-bit symmetric key.

b. Transmission Encryption.

The Client is allowed to activate the encryption of the transmission channel using the HTTPS protocol and to limit the data distribution by means of that encryption protocol.

c. Information redundancy.

The Client's data is stored in replicated form in a number of physically separated datacentres.

d. Backup and protection systems against accidental deletion.

The Software offers different levels of protection against the accidental loss of contents.

- *Recycle bin*: there is an application system to prevent the data deletion known as the "recycle bin". The recycle bin operates both at User level and at system level. The Client will choose for how long the contents will remain stored in the recycle bin.
- *Backup*: a backup system with a 15-day-retention is active for login information, transmitted contents and relevant metadata. Backup is performed on several supports including optical and magnetic supports and distributed across a number of datacentres.
- *Restore*: the Client is allowed to request data restoring by contacting THRON Customer Service. This recovery procedure will normally be carried out within 8 working hours, and as fast as possible. THRON will tell the Client the restoring schedule time after time.

## 7. RETENTION OF CONTENT INTELLIGENCE DATA

7.1. All information related to the usage of contents made by Users, gathered for analytics reporting and Content Intelligence purposes, shall be stored for 24 months, unless otherwise agreed between the parties in the Order.

## 8. CONTACTS

8.1. THRON Customer Service can be reached via:

8.2. E-MAIL: [support@thron.com](mailto:support@thron.com).

8.3. WEBSITE: [help.thron.com](http://help.thron.com).