MASTER SERVICE AGREEMENT

This Master Service Agreement, hereinafter referred to as "MSA", regulates the contractual relationship between Stackscale B.V., with registered office in P.J. Oudweg, 4, 1314 CH Almere (The Netherlands), hereinafter "Stackscale", and the individual or company duly identified in the service request form, with the legal authority to enter into this Contract, hereinafter referred to as "Customer".

1 RECITALS

1.1 Purpose

The purpose of the MSA is the regulation of the terms and conditions under which Stackscale shall deliver and provide its services to the Customer, as well as their technical specifications and features.

By accepting the MSA, the Customer shall be entitled to request to Stackscale any service of its catalog by using the provided mechanisms.

All of the services provided by Stackscale are regulated and shall be governed by the clauses of the MSA. Notwithstanding to the above, due to their heterogeneity and technical complexity, some services have particular service conditions that shall be notified to the Customer prior to the acceptance of the request form.

1.2 Interpretations

If there is any dispute regarding the interpretation or any inconsistency between any of the documents related to a specific service, the clauses in the preceding document shall prevail in accordance to the following order, unless any of them clearly resolves the dispute:

   I.   Service request form.

   II.   Particular service conditions.

   III.   Master service agreement.

The following terms must be interpreted in accordance with the established definitions, and are applicable to the MSA and to any document that regulates or describes a specific service.

TERM	DEFINITION
Party:	Refers equally to the Customer or to Stackscale.
Parties:	Refers to the Customer and to Stackscale.
Service:	The service provided by Stackscale.
Additional service:	Service linked to another service and inseparable from its parent.
Recurring services:	A service provided to the Customer periodically.
Service documents:	The documents that define and regulate the service provision and delivery, as well as its technical features and specifications:
	a) Service order or request form.
	b) Particular service conditions.
	c) Master service agreement (this document).
Service request form:	The electronic or printed form used by the Customer to request a service to be provided by Stackscale.
Service order form:	Same as service request form.
Service level agreement:	The agreement by which Stackscale guarantees a minimum availability time of the service to the Customer, expressed as a percentage.
SLA:	Service Level Agreement.
Use policy:	The documents that define the permitted and/or prohibited uses that the Customer or third parties may make of the services.
Control panel:	A web page provided by Stackscale for the management of the services by the Customer.
Start date:	Deployment and delivery date of a service to the Customer.
Initial term:	Time period of the service subscription from its start date until the end of the first time period.

Initial service charge:	Charge applied for setting up the service, which payment is made upfront.
Service charge:	The recurring fee that the Customer must pay for the service.
Pay as you go:	Fees that are calculated after each of the service periods once it is known the use that was made by the Customer.
Or:	A disjunctive, non-exclusive clause, unless expressly indicated otherwise.
Calendar day:	Any day of the year.
Business day:	Any day of the year, except for weekends and holidays according to the business calendar of Amsterdam, the Netherlands.
Day:	Calendar day.
Personal data:	Data related to individuals.
Data processor:	The entity in charge of managing the personal data on behalf of their owner.
GDPR:	General Data Protection Regulation. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
Force majeure:	A completely unavoidable event. Including, but not limited to: natural phenomena, wars, acts of terrorism.
Data center:	Building or technical room used to host Information and Technology (IT) equipment.
IP address:	The identifier of an electronic address within the Internet Protocol (IP).
IP traffic:	The volume of IP data transferred through a network device, measured in bytes.
Bandwidth:	The flow of IP data sent through a network device, measured in bits per second.
TB:	Terabyte.
GB:	Gigabyte.
Gb:	Gigabit.
RIPE:	Association responsible for the allocation of public IP addresses in Europe.
SPAM:	The bulk delivery of unsolicited information through any electronic mail media.
DoS:	A computer attack with the intention of stopping the availability of a service by massively sending data packets with no licit purpose.
DDoS:	A DoS attack generated from multiple sources against the same target.
Hacking:	The action of exploiting a computer system vulnerability and/or gaining access without authorization.

2 SERVICES

2.1 Request for services

Depending on the type of service, Stackscale provides the Customer with several mechanisms to request the provision of a service:

a) Accepting a service proposal, service order form or service request form, by signing and sending it back to Stackscale.

b) Using the online forms available on the web site or control panels provided by Stackscale.

c) By written request to Stackscale's Technical Support Department in accordance to the established procedures.

2.2 Provision of the services

After the acceptance by Stackscale of a service request sent by the Customer, Stackscale shall make all reasonable efforts to provide the requested Service to the Customer with no undue delay.

If the Service documents specify a deadline delivery date and Stackscale fails to deliver the Service prior to that date, provided the delay is not outside Stackscale's control, the Customer shall be entitled to request the cancellation of the Service order without incurring any expense or penalty.

The customizable items of the Service requested by the Customer and its specific technical features shall be specified in the Service request form or in the Service documents.

2.3 Term of the services

For Recurring services, the start date of the Service shall be deemed as the date in which Stackscale has indeed provided the Customer with the requested Service and all its associated documentation.

The term of the service shall be as indicated in the "Term" section of the service documents, starting from the start date. After the initial period or initial term, the Service shall be automatically renewed

for successive periods of equal length to the initial term unless the term exceeds a month, in which case the renewal term shall be reduced to a month unless otherwise stated in the Service documents.

Any of the aforementioned automatic renewals shall be cancelled by the Customer and the Service shall be deemed as terminated, provided that the Customer requests to Stackscale its termination, with a minimum notice period before the renewal date of:

NOTICE	LENGTH OF THE CURRENT TERM
No notice:	Less than 24 hours.
4 hours:	Between 24 hours and less than a month.
5 calendar days:	Between a month and less than 3 months.
15 calendar days:	3 months or more.

Stackscale is also entitled to cancel any of the automatic renewals by notifying the Customer with a minimum notice period of one quarter of the length of the current service term.

The term and renewal date of the additional services may be adjusted to match those of the parent services they depend on.

2.4 Early termination of the services

The Customer may request the early termination of the Service if the specific Service is linked to a Service Level Agreement, provided that the agreement clearly specifies that the Customer may request the cancellation of the service if it does not comply with the established quality metrics. In this case, the Customer shall only be obliged to pay for the Services provided up to the early termination date, including the linked Additional services.

The Customer may also request the early termination of the Service if that Service has a refund guarantee as per defined in clause 0 of this Contract.

Stackscale may early end providing any Service to the Customer due to any of the following reasons:

a) By resolution of the court or any competent authorities.

b) Repeated use of the Service against its Use policies or Service documents.

c) The Customer's repeated failure to pay for the Service under its terms and conditions.

d) If the Service is linked to a Service that has been early terminated.

e) If the Service has been temporarily interrupted by Stackscale in accordance with the Clause 0, provided that at least 15 calendar days have elapsed after Stackscale notified the Customer of the situation and the Customer has not solved the problem that caused the interruption.

Consequences of the early termination of a Service by Stackscale:

a) Provided that it is technically feasible, the Customer shall be entitled to access the Service in order to recover the information stored therein, within a time period no longer than 72 hours after the notification of the Service termination was sent to the Customer. After that period, Stackscale shall delete all the data and information stored in the Service at its convenience.

b) The Customer must pay for the proportional part of the Service up to the early termination, and for any additional Services linked to it. However, if the initial term of the Service has not yet finished, that is, if the time period up to the first automatic renewal of the Service is not elapsed, and the reason for the early termination is because a Customer fault, the Customer shall be liable for paying the Service up to the end of the initial term. Any payment due as a result of an early termination must be fulfilled within 15 calendar days from the early termination notification.

The early termination of the MSA as per defined in clauses 6.1 and 9, shall also trigger the early termination of the Services.

2.5 Temporary suspension and maintenance windows

The Customer is fully aware of the high technical complexity of Stackscale's infrastructure that requires updates and maintenances with the goal of improving the platform or because of security reasons.

The Customer is also aware that certain parts of the Stackscale's infrastructure are shared by many customers and therefore actions of other customers may affect the normal functioning of the Service or associated resources.

In addition, Stackscale bases part of its Services on products, services or infrastructures of its suppliers and providers, and does not have complete control over them.

As a result of the aforementioned, Stackscale reserves the right to temporarily suspend the provision of the Service in order to carry out maintenance or improvement tasks, giving at least 24 hours' notice to the Customer and ensuring that these tasks are carried out within a timeframe that has the minimum possible impact for all the affected customers. However, the Customer shall not be notified in advance if the tasks are carried out in response to a serious problem, or one that seriously compromises the security of the infrastructure, in which Stackscale needs to address the issue or issues immediately with no time to establish a maintenance window.

Stackscale also reserves the right to temporarily suspend without prior notice the provision of the Service in the following situations:

a)   Illicit use of the service or use against to that established in the Service documents or their Use policies.

b)   Incorrect or abusive use of the Service that harms other Stackscale customers.

c)   Any Service linked to a parent that is temporarily suspended.

In the event of non-payment by the Customer, Stackscale shall send a notification to the Customer and may temporarily suspend the provision of the Service if the situation is not solved after 10 business days.

2.6 Payment of the services

The payment method for the Services shall be agreed for each specific Service.

In the case of credit card payments, the Customer hereby authorizes Stackscale to make charges in the specified credit card number in accordance with the Service documents.

Due to the fact that Stackscale arranges the collection of direct debit payments on a specific day of each month, any initial term of the Services with direct debit as payment method may be adjusted in order to match the date on which Stackscale shall effectively perform the direct debit, and therefore the renewal date of the service shall also be adjusted. This increase or reduction of the term may not be greater than 15 calendar days and may only be applied to Services with a term of at least one month. Successive renewals of the service shall comply with the original initial term.

If a direct debit payment is unpaid by the Customer, Stackscale may charge the Customer an additional management fee of 10 euros, and may request the payment of the overdue amount by using alternative payment methods.

In the case of services with bank transfer as payment method, the Customer must execute the transfer before each invoice due date to the account specified by Stackscale.

Stackscale shall invoice the Initial service charge on the date in which the Service is delivered, and may request payment in advance, before the Service is actually delivered, in certain Services and situations.

The Service charge, that is, the recurring fees that the Customer must regularly pay for the provision of the service, shall be invoiced with the frequency stated in the Service documents and shall be invoiced in advance at the beginning of each billing period.

The Services provided under the Pay as you go model shall be invoiced to the Customer in accordance with the frequency specified in the Service documents. If this is not specified, Services shall be invoiced monthly based on the measured excess or used capacity of the specific resource under this model.

All financial transactions shall be carried out in euros.

Value Added Tax ("VAT") shall be added to any fee, unless the Customer sends to Stackscale a valid certificate or document that entitles a tax exemption to the Customer.

The Customer hereby authorizes Stackscale to send its invoices related to the Services by electronic means.

2.7 Refund guarantee

Some Services have a special initial term called the refund guaranteed period, by which the Customer may request the early termination of the Service from Stackscale and a full refund of any amount already paid for the Service provision.

The refund guaranteed period shall begin on the start date of the service and shall not be renewed or extended.

Stackscale shall not refund the Customer for any excess of resource consumption beyond the base capacity included with the Service. These cases would fall under the Pay as you go model and the Customer would liable to pay for the excess incurred.

2.8 Technical support

The Customer shall be provided with a free technical support service from Stackscale that is available 24 hours a day, 365 days a year. The Customer can use this channel to notify Stackscale of any possible technical questions or issues that may arise related to the Service.

Notwithstanding with the above, during non-business hours, the aforementioned service is only meant to notify emergencies related to Stackscale's infrastructure or to any hardware or software system directly provided by Stackscale. Any question or issue within systems installed and operated by the Customer is outside of this scope.

3 SERVICE USE POLICY

Stackscale prohibits the use of the Services against the current legislation and/or contrary to good will. This includes but is not limited to:

a) Storing or delivering by any mean contents that are: illegal, violate third party or parties rights, violate a third party copyright, are considered to be child pornography, xenophobic, racist or defamatory.

b) The bulk delivery of unsolicited information through any electronic mail media (SPAM).

c) Any use of the Service that causes as a result the inclusion of the IP addresses from Stackscale in black lists.

d) The execution of DoS or DDoS attacks, or the use of hacking tools.

e) Attacking or an attempt to hack or to exploit a vulnerability of Stackscale's infrastructure or any of its customers.

4 PERSONAL DATA PROTECTION

Stackscale is aware that it is storing and managing the Customer's personal data, as well as other sensitive and confidential data. Stackscale is also aware of the possibility that the services used by the Customer may also contain personal data or other information that must be protected, in these cases Stackscale will act as the Data Processor for the personal data controlled by the Customer, whom is also responsible as the Data Controller.

4.1 Customer Data Processing

According to the current and applicable data protection regulations, Stackscale and the Customer are informed that the processing of the personal data contained within this agreement scope will be used to comply with the obligations arising from the service provision agreement subscribed between the parties. The personal data will not be used for other purposes unless previously agreed by both parties.

The customer shall exercise the right to access, rectify, delete, oppose, export and limit the treatment recognized by the GDPR, by contacting Stackscale using the contact information that is stated in the heading of this document.

4.2 Data Processing on Behalf of the Customer

This provision regulates the data processing made by Stackscale on behalf the Customer to fulfill the legal obligations arisen from the service provision agreement subscribed between Stackscale and the Customer, regulates the access of Stackscale, as the Data Processor, to personal data held by the Customer as the Data Controller, pursuant to the provisions of article 28 of the GDPR.

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a) Stackscale undertakes to process personal data on behalf of the Controller in accordance with the conditions laid down in this Data Processing agreement. The processing will be executed exclusively within the framework of the Agreement, and for all such purposes as may be agreed to subsequently.

b) Stackscale shall refrain from making use of the personal data for any purpose other than as specified by the Controller. The Controller will inform the Processor of any such purposes which are not contemplated in this Data Processing Agreement.

c) All personal data processed on behalf of the Controller shall remain the property of the Controller and/or the relevant Data subjects. The Processor shall take no unilateral decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

d) Stackscale will endeavor to take adequate technical and organizational measures against loss or any form of unlawful processing (such as unauthorized disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this Data Processing Agreement.

e) Stackscale shall warrant compliance with the applicable laws and regulations, including laws and regulations governing the protection of personal data, such as the GDPR.

f) In the event of a security leak and/or the leaking of data, as referred to in article 34a of the GDPR, Stackscale shall, to the best of its ability, notify the Controller thereof with undue delay, after which the Controller shall determine whether or not to inform the Data subjects and/or the relevant regulatory authority(ies). The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding:

   i. the (suspected) cause of the leak;

   ii. the (currently known and/or anticipated) consequences thereof;

   iii. the (proposed) solution;

   iv. The measures that have already been taken.

g) Stackscale shall keep in writing, a record of the categories of treatment activities carried out on behalf of the person in charge.

h) Stackscale shall not to communicate, disclose or transfer the personal data in its custody to third parties unless authorized by the Controller.

i) Guarantee the adequate training in data protection of the employees authorized to process personal data.

4.3 Rights of the Data Subject

When a Data subject submits a request to Stackscale regarding its personal data processing, Stackscale will forward the request to the Controller within 5 business days allowing the Controller to deal with the request in a timely manner.

4.4 Engaging subcontractors

Stackscale is authorized within the framework of the Agreement to engage third parties. Prior to the engagement, Stackscale shall inform the Controller about the third party/parties engaged.

Stackscale shall in any event ensure that such third parties will be obliged to agree in writing to the same duties that are agreed between the Controller and Stackscale acting as the Processor.

The Customer is aware and authorizes Stackscale to engage datacenter and equipment housing subcontractors as specified in the service order documents.

The service providers authorized by the Customer that may be engaged as subcontractors by Stackscale, shall be stated in the Service Documents and listed in the following URL: http://www.stackscale.com/privacy_subcontractors

4.5 International data transfers

Stackscale states that personal data belonging to the Customer will be processed in geographical areas of the European Economic Area, or in countries that offer an adequate level of security, in particular the Privacy Shield, or the 19 countries that have agreements of mutual recognition by the European Control Authorities.

4.6 Limitation of Liability

Stackscale shall only be responsible for processing the personal data in accordance with the Controller's directions and under the (ultimate) responsibility of the Controller. Stackscale is not responsible for other personal data's processing, including but not limited to processing for purposes that are not reported by the Controller to Stackscale, and processing by third parties and / or for other purposes.

The Customer, acting as the Data Controller, guarantees that it has express consent and/or a legal basis to process the personal data under this Processing agreement. Furthermore, the Controller guarantees that the contents are not unlawful and do not infringe any rights of a third party. Within this scope, the Customer shall indemnify Stackscale of all claims and actions from third parties related to the processing of personal data without express consent and/or legal basis.

5 LIABILITIES

Under no circumstances Stackscale shall be liable for any data loss, business interruption or any other damages caused by the use of the Service, a technical failure, or failure to meet the expectations of the Customer.

The breach by Stackscale of any Service level agreement (SLA) agreed between the parties shall not be deemed as a breach of the MSA or the service documents.

None of the parties shall be responsible for the breach of the MSA because of reasons of Force majeure.

The Customer shall be responsible for the contents stored in the Services provided by Stackscale, and liable for any damage incurred as a result of a disclosure of the Service access credentials or passwords because of a Customer fault.

6 TERM

The MSA shall be effective after approval by Stackscale of any Service request that is sent by the Customer in accordance to the clause 2.

Once the MSA is effective, the Customer becomes a Stackscale customer and may request Stackscale to provide any of its Services.

New Service request approvals shall not be deemed as new contractual relationships, and shall be governed by the previously established MSA.

The term of the MSA shall be 12 months from the its effective start date and shall be renewed automatically for successive periods of a year, unless a written request for termination is received from any of the Parties with a minimum notice period of 30 Calendar days before its renewal. Notwithstanding to the above, the MSA shall be forcibly renewed if at its renewal date there are active Service provisions or pending Service deliveries, all of this without prejudice to the clause 6.1 or 9.

6.1 Early termination

The following situations shall trigger the early termination of the MSA:

a)   Mutual agreement between the Parties.

b)   The insolvency or suspension of payments of any of the Parties, or if either Party is declared bankrupt by the authorities.

c)   If it is clearly proven that either of the Parties will not be able to honour the MSA due to causes of Force majeure.

d)   The repeated and serious breaches of the MSA clauses.

To make effective the early termination of the MSA, the Party that has the rights and wishes to early terminate, must notify the other Party in writing, to the stated postal address and with a notice period of 30 Calendar days, stating the reasons and justifying the early termination of the MSA.

The Customer must pay to Stackscale for all of the Services provided up to that date which have not been paid for yet.

If the early termination is due to a breach of the MSA because of Customer faults, the Customer must also pay for any active Service period that fall under the initial term, even though Stackscale shall terminate the provision of the services in the effective termination date.

7 NOTIFICATIONS

Without prejudice to the contents of other clauses in the MSA, all notifications shall be made electronically to the Customer to the e-mail addresses provided, in accordance with the provided contact details.

The Customer shall make any notification to Stackscale by using the established channels by Stackscale.

8 NULLITY

Should any of the MSA clauses were declared null or void, fully or partially, by any competent court or authority, the remaining clauses shall retain their validity.

9 CHANGES

Stackscale reserves the right to make changes to the MSA, to any of the Particular service conditions or to any of the Service documents in order to adapt them to the enforceable changing legislation, or because of business, commercial or technical requirements, trying to ensure that changes are made toward the benefit of all the customers of Stackscale.

The new MSA clauses shall be effective in one month after the notification to the Customer by Stackscale, providing the former didn't refuse to accept the changes within this notice period.

If the Customer does not accept the new MSA clauses, the MSA shall be early terminated and the procedures stated in clause 0 shall be followed. Notwithstanding with the above, if the new MSA clauses are against the benefit of the Customer, the Customer shall only be liable for paying to Stackscale the Services up to the date of the early termination.

10 APPLICABLE LAWS AND JURISDICTION

All legal relations between Stackscale and the Customer shall be subject to the laws of The Netherlands. It is agreed that any dispute arising between the Parties regarding the MSA, disregarding the registered office place of the parties, shall be judged in the first instance by the competent court in Amsterdam.

PARTICULAR SERVICE CONDITIONS
PRIVATE CLOUD SERVICE

This Particular Service Conditions, hereinafter referred to as the Terms of Service ("TOS"), regulates the terms and conditions by which Stackscale B.V., with registered office in P.J. Oudweg, 4, 1314 CH Almere (The Netherlands), hereinafter "Stackscale", shall provide the Private Cloud Service to the individual or company duly identified in the Service request form, with the legal authority to enter into this Contract, hereinafter the "Customer".

1 RECITALS

1.1 Purpose

Stackscale and the Customer already have a contractual relationship governed by the Master Service Agreement, hereinafter referred to as "MSA", by which the Customer is entitled to request to Stackscale any Service within its service catalog.

Due to the fact that the Private Cloud Service has special features and high technical complexity, this TOS regulates the particular terms and conditions that applies to this service.

The TOS shall be governed by its own clauses, by those stated in the MSA and by those stated in the Service documents. The governance order stated in clause 1.2 of the MSA shall be honoured as well as its term interpretations.

1.2 Services regulated by this TOS

The following services, as well as the additional services and their associated resources, shall be regulated by this TOS:

a)   Private Cloud Service: VMware

b)   Private Cloud Service: StackOps

1.3 Terms definitions

TERM	DEFINITION
Node:	A dedicated computer server for exclusive use by the Customer that is part of the Private Cloud service.
Virtualization:	Software-based technology that enables hardware emulation.
Connectivity:	Data link to a computer network.
Geographical area:	Physical area determined by Stackscale where one or more inter-connected Data centers are located and share certain resources.

2 PRIVATE CLOUD SERVICE

Stackscale shall provide the Customer with a set of physical devices and resources that comprise the virtualized environment of exclusive use by the Customer.

2.1 Physical nodes

The Service shall include one or more physical computing nodes, being a physical node a dedicated computer server of exclusive use by the Customer with specific technical features that are clearly stated in the Service documents.

Each physical node shall be connected to the Internet, and shall be directly connected as well to any other node belonging to the same Private Cloud Service.

In order to guarantee the continuous operation of the service, Stackscale reserves the right to replace the physical node assigned to the Customer with another one of similar or better technical specifications. The new node might temporarily be located in a different data center provided it remains within the same geographical area.

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2.2 Virtualization software

The Customer may choose one of the virtualization stacks offered by Stackscale. This software is responsible for the virtualization layer and orchestration and shall be deployed by Stackscale to each node, always in accordance with the limitations imposed by the user licence of the chosen virtualization licence.

Stackscale shall deliver each node to the Customer with a properly installed and configured virtualization operating system, but shall not be responsible for supporting it in any way, nor its management nor administration.

2.3 Storage

Devices intended for data storage for each of the nodes may be located in the node itself or in centralized storage devices provided by Stackscale as specified in the service documents.

Stackscale shall allocate the Customer a storage space equal in size to that specified in the service documents. This shall be measured in gigabytes.

The Customer may request additional storage space from Stackscale, which shall be invoiced in accordance with the prices specified in the service documents.

2.4 Connectivity

The volume of IP traffic from and to the public IP addresses allocated to the Customer shall be accounted for monthly and shall be measured in gigabytes.

Any IP traffic that exceeds the base commitment or is based on a Pay as you Go model, shall be invoiced monthly in accordance with the established prices in the service documents.

Stackscale shall allocate the Customer's private cloud service the number of IP addresses stated in the service documents. However, the Customer may request additional IP addresses from Stackscale, which shall be invoiced in accordance to established fees. Public IP assignments must comply with the allocation and use policy for IP addresses set by RIPE.

3 SERVICE LEVEL AGREEMENT

Stackscale guarantees to the Customer with a minimum availability time for each physical node that is stated as a percentage within a period of a month, regardless the service term even if it is shorter or longer than one month.

Accountability of unavailability hours for each node shall be within the month in progress, that is, it shall always begin on the 1st of each month and shall end on the end calendar day of each month, both days inclusive.

The unavailability periods of each node, even when they are related to the same service, may not be accumulated and must be accounted for individually.

The following scenarios shall not be deemed nor accounted for unavailability of the service or the physical node:

a)   Any time period before the start date of the service or delivery of the node to the Customer.

b)   The early termination of the service or suspension pursuant to Clauses 2.4, 2.5 or 2.6 of the MSA.

c)   The time periods when Stackscale is not obliged to provide the service to the Customer.

d)   If the service is not available as a result of incorrect software or hardware configuration due to a Customer fault.

e)   Any shortage or outage caused by a virtualization stack problem unrelated to Stackscale service.

Two types of service level agreement are hereby established, depending on the data center where each physical node is located and the virtualization software chosen by the Customer, to which each specific node may or may not be linked. Each applied Service Level shall be specified in the service documents.

The guaranteed resources associated with each node are:

a)   The hardware of the node itself. This includes the external storage that it uses, provided that the storage is contractually linked to the service. Local node storage is excluded.

b)   The network connectivity to the physical node that allows it to run normally.

If more than one resource is not available at the same time, the resource with the highest guaranteed percentage availability shall be deemed as the one that is not available.

3.1 Standard Service Level Agreement

Stackscale guarantees the Customer a monthly availability of the resources of each node of no less than the time percentage specified in the following table.

AVAILABILITY PER NODE	
Hardware availability	99.50%
Network availability	99.50%

It is agreed that no financial penalties shall be applied to the Customer in the event of a breach.

However, the Customer may request the early termination of the service in the event of a breach of this Service Level Agreement in 3 months or more within a 12-month period. The Customer can execute this right provided that all breaches have been notified to Stackscale within 15 calendar days from the date they were observed.

3.2 Gold service level agreement

Stackscale guarantees the Customer a monthly availability of the resources of each node of no less than the time percentage specified in the following table. Different values are set based on the chosen virtualization stack:

AVAILABILITY PER NODE		
	StackOps	VMware
Hardware availability	99.90%	99.90%
Network availability	99.70%	99.95%

Nodes linked to the Gold Service Level Agreement, regardless of the chosen virtualization stack, are covered for financial penalties in the event of a breach of the SLA.

The Customer may request a financial penalty as a discount in the applicable monthly fees that starts with a 1% of the fees and rises up to a 30%, accounting each unity percentage as 15 minutes of unavailability beyond that agreed in the SLA.

Availability is accounted for on per node basis, and can be affected by the fault of any of the guaranteed resources. Penalties shall only be applied to the faulty node fee, excluding any other service associated with it.

The Customer may request the early termination of the service in the event of a breach of this Service Level Agreement in 3 months or more within a 12-month period. The Customer can execute this right provided that all breaches have been notified to Stackscale within 15 calendar days from the date they were observed.

4 TECHNICAL SUPPORT

Stackscale shall provide the Customer with a free technical support service that is available 24 hours a day, 365 days a year. The Customer can use this service to notify any technical questions or possible issues that may arise related to the Private Cloud environment.

Stackscale shall provide phone, email and ticketing system details for accessing this service along with the service setup welcome message.

During non-business hours, this service is meant to notify emergencies related to Stackscale's infrastructure or to any hardware or software system directly provided by Stackscale. Any question or issue within systems installed and operated by the customer is outside of this scope.