SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) defines the parameters related to the IaaS and SaaS services provided by WebDisk Cloud Computing. The purpose of the SLA is also to define the rules of interaction between Mazura sp. z o.o. (the owner of the WebDisk brand) and the Customer. The SLA in question applies separately for each Customer and for each concluded Agreement.

CHAPTER I. DEFINITIONS

1. Service Provider – a provider of services provided to the Client on the basis of the Terms and Conditions for the provision of IaaS WebDisk Cloud Computing services by Mazura sp. z o.o., whose data are specified in point 1 of the Terms and Conditions,

2. Client – a natural person, legal person or organizational unit without legal personality, who has concluded an Agreement with the Service Provider for the provision of IaaS or SaaS services in accordance with the above-mentioned regulations,

3. Agreement – an agreement for the provision of IaaS and SaaS services, the components of which are the Terms and Conditions, the SLA Document and the Offer,

4. Terms and Conditions - "Terms and Conditions for the provision of WebDisk Cloud Computing services" made available on the Service Provider's websites,

5. SLA - "Service Level Agreement" (SLA) document,

6. Services - a package of IaaS or SaaS services specified in the Service Provider's Offer, which has been purchased by the Customer,

7. Failure – an unplanned interruption in the availability of services provided by the Service Provider to the Client on the basis of an agreement, the cause of which are irregularities in the operation of the network and hardware infrastructure belonging to the Service Provider, in particular:

a) IaaS failure - total or partial unavailability of the Client's virtual components (servers or networks),

b) SaaS failure - inability to use the services configured by the Service Provider for the Customer,

8. Fault – lack of partial functionality of the service, which is caused by irregularities in the operation of the network and hardware infrastructure belonging to the Service Provider,

9. Request - a problem with the proper functioning of the service, reported to the Service Provider by the Client via e-mail or another system,

10. Service Availability - the time of service availability for the Client's remote access, calculated at intervals specified by the Service Provider. Service availability reduces the duration of the failure,

11. Technical break – lack of availability of services related to the need to carry out maintenance works, planned and announced by the Service Provider at least twelve hours in advance. A maintenance does not reduce the service uptime.

CHAPTER II. SCOPE OF THE SLA

1. Mazura sp. z o.o. undertakes to make every possible effort to guarantee the maximum availability of IaaS and SaaS services, created and assigned to the Customer, and at the same time, to comply with the following parameters of service availability:

1.1 Physical and virtual resources:

1.1.1 Uptime 100% per annum for electrical power and/or ambient air conditioning

1.1.2. Uptime 99.95% per annum for access, via the Internet, to IaaS and SaaS services created and assigned to the Customer

1.2 making backup copies of the indicated Customer resources ordered by the Customer and their availability to the extent provided for in the backup agreement.

CHAPTER III. LIMITATIONS ON THE APPLICATION OF THE SLA

1. The following are the conditions under which, despite the possible malfunction of the IaaS and SaaS services, no compensation is provided for the Customer under the SLA:

1.1. cause of Force Majeure, i.e. an event objectively preventing the employees of Mazura sp. z o.o. from undertaking interventions related to the operation of infrastructure of the Service Provider and the Client (only as an example and not exhaustively): road accidents, wars and terrorist acts, natural disasters (such as floods, storms, hurricanes, etc.), strikes and demonstrations blocking communication routes

1.2. unavailability or blocking of IaaS and SaaS services, created and allocated to the customer, caused by:

1.2.1 misuse, incorrect configuration, or shutdown command, knowingly or unknowingly made by the customer

1.2.2 faults and malfunctions of the management application software provided by third parties

1.2.3 failure to connect the IaaS service to the public network at the Customer's will or improper use of the services

CHAPTER IV. NOTIFICATION AND TIME OF REMOVAL OF THE DEFECT OR FAILURE

1. Reporting a Failure or Defect by the Client should be submitted by e-mail and include at least:

1.1 the type of service to which the request relates,

1.2 Name of the account to which the report relates

1.3. description of the irregularities occurred,

1.4 Name and contact details of the reporting person.

2. The time to restore the availability of services in the event of a Failure and the time to remove the Defect is counted from: confirmation of receipt of the notification by the administrator on duty or an employee of the Customer Service Office about the occurrence of the Failure or Defect until it is completely removed.

3. The response time to the request is counted from the receipt of the confirmation of registration of the request in the Service Provider's notification system until the first response from the Customer Service Office or from the administrator on duty.

CHAPTER V. RESTORING DATA FROM A BACKUP

1. The customer orders the restoration of data from a backup copy by e-mail: sending the order from the contact address to the address office@webdisk.io

2. In the body of the order to restore data from a backup copy, the customer indicates:
   2.1 The name of the resource you want to restore (FTP account or database)
   2.2. method of restoration - overwriting data or making it available in a separate directory.

3. A single restore from a backup is understood as restoring data for a single resource.

4. The Service Provider guarantees the availability of backup copies ordered and paid for by the Client

5. Restoring data from a backup copy is free of charge 3 times during the paid subscription. A fee is added for the fourth and each subsequent order to restore data from a backup. The amount of the fee is determined individually.

CHAPTER VI. MONITORING OF SERVICES

The service provider continuously monitors the operation of servers and network traffic, as well as keeps statistics on machine loads. This allows to significantly eliminate the risk associated with the occurrence of failures and unavailability of services.

CHAPTER VII. TECHNICAL BREAKS

1. Service Provider shall inform Customer of the dates of planned IaaS or SaaS Service Maintenance at least 12 hours in advance.

2. As part of the SLA Document, the Service Provider guarantees that all technical breaks will take place at night: between 11 p.m. and 6 a.m. and will not be longer than 6 hours at a time.

3. In situations of increased risk of failure, which require immediate intervention or intervention in less than 12 hours, the Service Provider may order a technical break without the conditions indicated in points 7a and 7b, of which it will inform the Service Recipient as soon as possible from the decision on the need to organize a technical break.

CHAPTER VIII. COMPENSATION

1. In the event of failure by the Service Provider to meet the parameters of the IaaS and SaaS services described in chapter II of this SLA, the Customer is entitled to compensation in the form of an extension of the service subscription period by 1 month after 24 hours of unavailability, for each subsequent 12 hours of interruption.

2. The compensation will be included in the ongoing subscription period of the service. The Client will receive compensation after positive completion of the complaint procedure.

CHAPTER IX. FINAL PROVISIONS

1. Activities that do not fall within the scope of typical technical support (e.g. installation of the Client's software or its repair, making changes to the Service Recipient's website, non-standard configuration of the Services, etc.) and server maintenance, may be performed by the Service Provider for an additional fee.

2. The Service Provider has the right to refuse to perform the activities referred to in the previous sentence without giving reasons. The provisions of the preceding sentence shall not apply to the Service Recipient who is a Consumer.

3. To the extent not regulated by this SLA, the provisions of the Civil Code, the Act on the Provision of Electronic Services of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2002, No. 144, item 1204, as amended), the relevant provisions of the Act on Specific Terms and Conditions of Consumer Sales and on the Amendment of the Civil Code of 27 July 2002 (Journal of Laws No. 141, item 1176, as amended. as amended), as well as relevant provisions of other acts.