Valid from	08/15/2026	**Jurisdiction**	Italy — Foro di Bergamo

Service Level Agreement (SLA)

Annex to the Master Subscription and Licence Terms — IndustryUX Platform

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Lingua	English (authoritative)
Classificazione	Contractual document

Art. 1 — Purpose, scope and order of precedence

1.1 Purpose and parties

This Service Level Agreement (document IUX-EN-30, the "SLA") is an integral and essential part of the Master Subscription and Licence Terms (document IUX-EN-01, the "Master Terms") agreed between **DEVIBRAIN S.R.L.**, with registered office at Via Coghetti 6, 24128 Bergamo, Italy, VAT number IT04507220160 (the "Provider (DevIBrain)", hereinafter the "Provider"), and the customer identified in the Order (the "Customer"). The Master Terms, the Shop Schedule (Schedule A, IUX-EN-10) or the Enterprise Schedule (Schedule B, IUX-EN-20) applicable to the Customer's channel, the Order and the annexes referred to therein are collectively the "Agreement".

This SLA sets out the availability, support and maintenance levels of the IndustryUX platform and of the services supplied under the Agreement (the "Service"), the way those levels are measured, and the remedies available to the Customer when they are not met.

1.2 Scope by delivery model

The service levels apply as follows:

Delivery model	Availability commitment	Support levels	Service credits
Base plan purchased through the online shop under the Shop Schedule (Schedule A, IUX-EN-10)	Standard 99,5%	Standard	Yes
Business plan, governed by the Enterprise Schedule (Schedule B, IUX-EN-20) and concluded at the platform checkout	Standard 99,5%; Premium 99,9% if ordered	Standard or Premium	Yes
Enterprise Online with dedicated environment	Standard 99,5%; Premium 99,9% if ordered	Standard or Premium	Yes
Managed VPS operated by the Provider	Standard 99,5%; Premium 99,9% if ordered	Standard or Premium	Yes
On-Premise (Customer infrastructure or server supplied on loan for use)	None on Customer-controlled infrastructure; the Provider's licence validation service is covered at Standard level	Standard	Only as set out in art. 13
Trial plans, free plans, preview and beta features	None	Reasonable efforts only	No

1.3 Order of precedence

The order of precedence between the documents of the Agreement is laid down, once and for the whole contractual package, in art. 2.3 of the Master Terms (IUX-EN-01) and applies to this SLA. This SLA does not restate that order and does not derogate from it: within that order it is the prevailing document for the technical service parameters it governs.

1.4 Mandatory rights

Nothing in this SLA limits or excludes: (a) liability for wilful misconduct or gross negligence, which may not be excluded under Article 1229 of the Italian Civil Code; (b) the mandatory rights of a Customer acting as a consumer, in particular the conformity remedies under Article 135-octiesdecies of the Italian Consumer Code and the update obligations under Article 135-undecies of the same Code; (c) the switching and exit rights under Regulation (EU) 2023/2854 (Data Act). Where a provision of this SLA conflicts with a mandatory rule, that rule prevails and the remainder of this SLA continues to apply.

Art. 2 — Definitions

Capitalised terms not defined here have the meaning given in the Master Terms.

Term	Meaning
Reference Period	Each calendar month during which the Service is supplied.
Total Minutes	The total number of minutes in the Reference Period.
Availability	The percentage of Total Minutes in which the Service is accessible and operational, calculated under art. 4.
Downtime	Any period of unavailability of the Service that does not fall within the exclusions of art. 5.
Full Downtime	Unavailability of the whole environment, of the authentication layer or of every Core Function.
Partial Downtime	Unavailability of one Application or of one Core Function while the remaining Core Functions remain usable.
Core Function	Sign-in and authentication, opening and saving of projects, compilation and export of Generated Applications, licence validation, token accounting.
Monthly Reference Fee	The monetary base of the service credits, defined in art. 9.1.
Scheduled Maintenance	Planned maintenance notified in advance under art. 7.1.
Emergency Maintenance	Unplanned maintenance necessary to preserve the security or integrity of the Service, carried out under art. 7.2.
Incident	A reproducible malfunction of the Service reported by the Customer or detected by the Provider.

Term	Meaning
Severity	The classification of the impact of an Incident under art. 6.3.
Acknowledgement Time	The maximum time within which the Provider takes charge of an Incident, confirms receipt to the Customer and states the assigned Severity.
Restoration Target	The time within which the Provider aims to supply a workaround or a permanent correction; it is an obligation of means.
Support Hours	The hours during which support is supplied under art. 6.2, expressed in Central European Time or Central European Summer Time (Europe/Rome).
Business Day	Monday to Friday, excluding public holidays observed in Italy.
Business Hour	An hour falling within Support Hours on a Business Day.
Service Credit	The remedy provided under art. 9.
Monitoring Records	The measurement records generated by the monitoring system described in art. 4.3.
Managed Infrastructure	Infrastructure operated, patched and monitored by the Provider, including the dedicated environments of the Business and Enterprise Online plans and Managed VPS.
RPO	Recovery Point Objective: the maximum period of data loss accepted in a recovery scenario.
RTO	Recovery Time Objective: the maximum time to restore the Service after a declared disaster.
Standard Service Level	The level of service included in every paid subscription under art. 3.
Premium Service Level	The enhanced level of service that may be ordered under art. 3.4.
Chronic Failure	The persistent shortfall defined in art. 11.1.

Art. 3 — Service levels: Standard and Premium

3.1 Two levels

The Provider offers two service levels. The Standard Service Level is included in the fees of every paid subscription. The Premium Service Level is optional, must be stated in the Order and is charged in addition under art. 3.5.

3.2 Comparison table

Parameter	Standard	Premium
Monthly Availability commitment	99,5%	99,9%
Equivalent maximum Downtime in a 30-day month	approximately 3 hours 36 minutes	approximately 43 minutes
Support Hours	Monday to Friday, 09:00–18:00	Monday to Friday, 08:00–20:00; Severity 1 handled 24 hours a day, 7 days a week
Acknowledgement Time — Severity 1	2 Business Hours	1 hour, clock running continuously
Acknowledgement Time — Severity 2	4 Business Hours	2 Business Hours
Acknowledgement Time — Severity 3	1 Business Day	4 Business Hours
Acknowledgement Time — Severity 4	3 Business Days	2 Business Days
Restoration Target — Severity 1 workaround	8 Business Hours	4 hours, clock running continuously
Restoration Target — Severity 2 workaround	2 Business Days	1 Business Day

Parameter	Standard	Premium
Permanent correction — Severity 1	5 Business Days	3 Business Days
Permanent correction — Severity 2	10 Business Days	5 Business Days
Permanent correction — Severity 3	next maintenance release, in any case within 60 days	next maintenance release, in any case within 30 days
Scheduled Maintenance notice	at least 48 hours	at least 5 Business Days
Scheduled Maintenance allowance	up to 8 hours per Reference Period	up to 4 hours per Reference Period
Emergency Maintenance allowance	up to 4 hours per Reference Period	up to 2 hours per Reference Period
Backup frequency	daily	every 4 hours
Backup retention	30 days	30 days
RPO	24 hours	4 hours
RTO	8 Business Hours	8 hours, clock running continuously
Documented restore test	annual	half-yearly
Named Customer support contacts	up to 3	up to 5
Availability report	on request, within 10 Business Days	automatically, within 5 Business Days, plus a quarterly remote service review
Dedicated escalation contact	not included	named Service Manager and dedicated telephone number
Service credit scale	art. 9.2, Standard column	art. 9.2, Premium column

Parameter	Standard	Premium
Fee	included in the subscription fees	+15% under art. 3.5

3.3 Reference times

All times are expressed in Central European Time or, when daylight saving is in force, Central European Summer Time. Acknowledgement Times and Restoration Targets expressed in Business Hours run only during Support Hours; those expressed in hours without further qualification run continuously.

3.4 Availability and activation of the Premium Service Level

The Premium Service Level may be ordered for Enterprise Online, for Managed VPS and for the Business plan, which is governed by the Enterprise Schedule (Schedule B, IUX-EN-20) even though it is concluded at the platform checkout. It is not available for Trial plans, for free plans or for the Base plan governed by the Shop Schedule (Schedule A, IUX-EN-10). For On-Premise supplies no enhanced service level is offered: the Provider owes the support, maintenance and correction obligations of the Standard Service Level set out in art. 13.

The Premium Service Level takes effect on the first day of the calendar month following its activation and applies for the remainder of the current subscription term, renewing with it. It may be discontinued at the end of a subscription term by written notice given at least 60 days before its expiry, without affecting the Agreement.

3.5 Premium fee

The Premium Service Level is charged at **15% of the recurring fees for the Services it covers** (subscription fees or, for On-Premise and VPS supplies, the On-Premise Service Fee due for the machines covered), invoiced with the same periodicity and in advance, in accordance with the payment terms of the Agreement. Consumption items (token packages and top-ups) and one-off professional services are excluded from the calculation base. This is the only calculation base of the Premium Service Level in the Agreement, and the other documents of the Agreement refer to it. By way of example, for an Enterprise Online environment whose recurring fees consist of the single Enterprise Online subscription fee of EUR 249,00 per month, equal to EUR 2.988,00 per year, the Premium Service Level is charged at EUR 37,35 per month, equal to EUR 448,20 per year; where further recurring fees are invoiced for that environment, they are added to the calculation base.

Art. 4 — Measurement of Availability

4.1 Formula

Availability is calculated for each Reference Period as follows:

Availability (%) = ((Total Minutes − Downtime Minutes) / Total Minutes) × 100

The result is rounded to two decimal places. Downtime Minutes are counted in whole minutes.

4.2 Counting of Downtime

Full Downtime counts for 100% of the affected minutes. Partial Downtime counts for 50% of the affected minutes. Downtime starts at the earlier of (a) the second consecutive failed check recorded by the monitoring system and (b) the time at which the Customer opens a Severity 1 or Severity 2 ticket that is subsequently confirmed, and ends when the Service is restored to normal operation.

4.3 Measurement instrument

Availability is measured by the Provider's monitoring system, which performs synthetic checks at intervals of no more than 60 seconds from at least two independent probe locations within the European Economic Area against a health endpoint of the Customer's environment, combined with internal platform monitoring. Monitoring Records are retained for 13 months and are made available to the Customer on request under art. 10.4.

4.4 Verification and disputes

The Customer may submit its own evidence (logs, timestamps, ticket references) together with a claim under art. 9.5. If the Customer's evidence and the Monitoring Records differ by more than 0,10 percentage points and the parties do not reach agreement within 15 Business Days, either party may request verification by an independent monitoring provider chosen jointly and in good faith. The cost of the verification is borne by the party whose figures prove incorrect and is shared equally if both sets of figures fall within the tolerance stated above.

Art. 5 — Exclusions from Downtime

5.1 Excluded events

The following are not counted as Downtime:

• (a) Scheduled Maintenance carried out in accordance with art. 7.1 and within the applicable allowance;

• (b) Emergency Maintenance carried out in accordance with art. 7.2 and within the applicable allowance;

• (c) force majeure events as defined in the Master Terms;

• (d) acts or omissions of the Customer, of its Authorised Users or of its contractors, including its own networks, connectivity, virtual private networks, devices, browsers, credentials, configurations, custom code and third-party components integrated by the Customer, and any use in breach of the Agreement;

• (e) suspension lawfully exercised by the Provider under the Agreement, including suspension for non-payment after the contractual notice, for security reasons or in compliance with an order of a competent authority;

• (f) unavailability of Trial plans, free plans, preview or beta features;

• (g) failure of connectivity, HMI or SCADA systems, machines or any other infrastructure that is neither operated by the Provider nor entrusted by it to its own subcontractors, without prejudice to art. 5.2;

• (h) Downtime resulting from the Customer's failure to apply, within a reasonable time, a corrective measure or update that the Provider notified in writing as necessary to preserve availability or security.

5.2 Subcontractors of the Provider are not excluded

Unavailability caused by acts or omissions of hosting, infrastructure or other subcontractors engaged by the Provider **is counted as Downtime**: the Provider is answerable for the persons whose services it uses in the performance of the Service, in accordance with Article 1228 of the Italian Civil Code. Only force majeure affecting such subcontractors is excluded under paragraph 5.1(c). The Provider maintains back-to-back service commitments with its infrastructure subcontractors and discloses the applicable levels to the Customer on request.

5.3 Evidence

The Provider bears the burden of evidencing the facts on which an exclusion is based, on the basis of its Monitoring Records, of the maintenance notices sent and of the ticket history.

Art. 6 — Support, Severity levels and escalation

6.1 Channels and contacts

Support requests are submitted through the support function available in the Customer's IndustryUX environment (the "Support Portal") or by email to support@devibrain.com. Requests sent through other channels are taken into account only from the moment they are recorded in the Support Portal. The Customer appoints the named contacts allowed by art. 3.2 and keeps them up to date; the Provider is entitled to handle requests coming from those contacts only. Customers with the Premium Service Level are additionally given, in writing upon activation, a named Service Manager and a dedicated telephone number for Severity 1 escalation.

6.2 Support Hours

Support is supplied during the Support Hours set out in art. 3.2. Severity 1 Incidents of Customers with the Premium Service Level are handled 24 hours a day, 7 days a week, including public holidays.

6.3 Severity classification

Severity	Definition	Typical examples
1 — Critical	The Service or a Core Function is completely unavailable or unusable in production and no workaround exists.	Sign-in impossible for all Authorised Users; the environment does not respond; licence validation fails for the whole fleet; loss of Customer Data in production.
2 — High	An essential function is severely degraded, production activity is materially impacted, and any workaround is burdensome.	Compilation or export of a Generated Application fails systematically; token accounting produces incorrect balances; one Application is unusable.
3 — Medium	A malfunction with a reasonable workaround and limited operational impact.	A secondary feature behaves incorrectly; sporadic errors that do not prevent completion of the activity.
4 — Low	Minor or cosmetic defect, documentation issue, information request or enhancement request.	Interface wording; request for configuration guidance; feature suggestion.

6.4 Acknowledgement and restoration

Acknowledgement Times are binding service levels and are measured from the moment the request is recorded in the Support Portal. Restoration Targets are obligations of means: the Provider pursues them with the diligence required of a professional operator, and reports progress to the Customer at least once per Business Day for Severity 1 Incidents and at least every two Business Days for Severity 2 Incidents.

6.5 Customer cooperation and suspension of the clocks

The Customer supplies, when opening a ticket, the identifier of the environment and of the Designated Asset concerned, a description of the malfunction, the steps to reproduce it, the time of first occurrence, the relevant logs and a contact person available for verification. Acknowledgement Times and Restoration Targets are suspended while the Provider is waiting for information, access or feedback expressly requested from the Customer and for the duration of that wait, provided the request is recorded in the Support Portal. The suspension ceases when the Customer supplies what was requested.

6.6 Escalation

Stage	Trigger	Owner
1	Ticket recorded	Support team
2	One Acknowledgement Time elapsed without a diagnosis being communicated	Engineering team
3	Severity 1: 4 Business Hours from acknowledgement (2 hours with the Premium Service Level) without a workaround	Service Manager or technical lead
4	Severity 1: 8 Business Hours from acknowledgement (4 hours with the Premium Service Level) without a workaround	Legal representative of DEVIBRAIN S.R.L.

The Customer may request escalation to the next stage at any time; the Provider confirms the escalation and the person in charge within one Business Hour.

6.7 Reclassification of Severity

The Provider may reclassify the Severity assigned by the Customer, giving written reasons within the Acknowledgement Time of the Severity claimed. If the Customer disagrees, the Incident is handled at the higher of the two Severities for the following 24 hours; after that period the Provider's classification applies, unless it is manifestly incorrect. Reclassification does not affect service credits already accrued.

Art. 7 — Scheduled and Emergency Maintenance

7.1 Scheduled Maintenance

Scheduled Maintenance is performed in low-usage windows, namely between 20:00 and 06:00 on Business Days or at any time at weekends for the Standard Service Level, and between 23:00 on Saturday and 05:00 on Sunday for the Premium Service Level, unless otherwise agreed in writing. The Provider gives notice through the Support Portal and by email within the notice periods and the allowances set out in art. 3.2, indicating the window, the expected impact and the services concerned.

7.2 Emergency Maintenance

The Provider may carry out Emergency Maintenance without prior notice where necessary to preserve the security or integrity of the Service or of Customer Data. Notice is given as soon as reasonably practicable and in any case within 24 hours of the intervention, with an indication of its cause and duration.

7.3 Security updates

The Provider applies security corrections to the components under its control within the following periods from the date on which a corrective measure becomes available: 72 hours for vulnerabilities rated critical (CVSS v3.1 base score of 9.0 or higher); 14 calendar days for vulnerabilities rated high (7.0 to 8.9); 60 calendar days for vulnerabilities rated medium (4.0 to 6.9); the next maintenance release for lower ratings. Vulnerability reports may be sent to support@devibrain.com.

7.4 Effect of exceeding the allowances

Scheduled Maintenance and Emergency Maintenance exceeding the allowances set out in art. 3.2, or carried out outside the notified window or without the required notice, are counted as Downtime for the excess.

Art. 8 — Backup, recovery objectives and restoration

8.1 Backup regime

For Managed Infrastructure the Provider takes backups of the Customer environment with the frequency, retention, RPO and RTO set out in art. 3.2, and performs a documented restore test with the frequency stated there. The result of the test is made available to the Customer on request.

8.2 Location and protection

Backups are stored within the European Economic Area, encrypted at rest with AES-256 and transmitted over channels protected with TLS 1.2 or higher. Retention, deletion and processing of personal data contained in backups are governed by the Data Processing Agreement.

8.3 Restoration requests

Restoration made necessary by an event attributable to the Provider is performed without charge and with priority corresponding to Severity 1. Restoration requested by the Customer for causes attributable to the Customer is quoted in advance and performed only after written approval; with the Premium Service Level two such restorations per subscription year are included without charge.

8.4 Customer responsibilities

The Customer remains responsible for its own copies of the Generated Applications deployed on its machines and, for On-Premise supplies, for the backup of the infrastructure under its control, subject to art. 13.2.

Art. 9 — Service credits

The service credits governed by this article are the only service credits of the Agreement: the Enterprise Schedule (Schedule B, IUX-EN-20) and the other documents of the Agreement refer to this article and do not lay down a separate scale, a separate cap or a separate claim procedure.

9.1 Monthly Reference Fee

The Monthly Reference Fee is one twelfth of the annual recurring fees for the Service affected by the shortfall (subscription fees or, for On-Premise and VPS supplies, the On-Premise Service Fee due for the machines affected under the Enterprise Schedule, Schedule B, IUX-EN-20), or the monthly fee actually invoiced where billing is monthly. Consumption items (token packages and top-ups), hardware and one-off professional services are excluded from the calculation base. By way of example, for an Enterprise Online plan invoiced at the monthly subscription fee of EUR 249,00, the Monthly Reference Fee is EUR 249,00, and an Availability of 98,62% in a Reference Period gives rise to a credit of 10%, equal to EUR 24,90.

9.2 Availability credits

Availability in the Reference Period	Standard credit	Premium credit
Below the commitment but at or above 99,5%	not applicable	10% of the Monthly Reference Fee
Below 99,5% and at or above 99,0%	5% of the Monthly Reference Fee	20% of the Monthly Reference Fee
Below 99,0% and at or above 97,0%	10% of the Monthly Reference Fee	30% of the Monthly Reference Fee
Below 97,0% and at or above 95,0%	20% of the Monthly Reference Fee	40% of the Monthly Reference Fee
Below 95,0%	30% of the Monthly Reference Fee	50% of the Monthly Reference Fee

9.3 Support-level credits

For each Severity 1 Incident in which the Acknowledgement Time is exceeded by more than 100%, the Customer is entitled to a further credit of 2% of the Monthly Reference Fee with the Standard Service Level, up to 10% per Reference Period, and of 3% with the Premium Service Level, up to 15% per Reference Period.

9.4 Cap

The total of the credits accrued in a Reference Period may not exceed 100% of the Monthly Reference Fee for that period.

9.5 Claim procedure

The Customer requests the credit in writing, through the Support Portal or by email to support@devibrain.com, within 30 calendar days of the end of the Reference Period concerned, attaching the ticket references and any evidence it wishes to submit. The Provider replies with reasons within 15 Business Days. The credit accepted is applied to the first invoice issued after acceptance or, where no further invoice is due, is paid to the Customer within 30 days. Credits are never forfeited on expiry or termination of the Agreement. The time limit of this paragraph does not apply to a Customer acting as a consumer, whose rights remain subject to the statutory time limits.

9.6 Nature of the remedy and mandatory rights

For Customers acting in the course of a trade, business or profession, the service credits constitute liquidated damages within the meaning of Article 1382 of the Italian Civil Code for failure to meet the Availability commitment and the Acknowledgement Times, and are the primary contractual remedy for that failure, subject to the overall limitation of liability of the Master Terms.

The credits are **not** an exclusive remedy, and no document of the Agreement makes them the sole remedy of the Customer. In particular they do not limit and do not replace: (a) liability for wilful misconduct or gross negligence, which may not be excluded under Article 1229 of the Italian Civil Code; (b) the right of termination for Chronic Failure under art. 11; (c) the conformity remedies of a Customer acting as a consumer under Article 135-octiesdecies of the Italian Consumer Code, which apply in addition to and not in substitution for the credits; (d) the switching and exit rights under Regulation (EU) 2023/2854; (e) remedies for breaches other than the failure to meet the levels governed by this SLA.

Art. 10 — Reporting, status information and incident reports

10.1 Availability reports

The Provider produces, for each Reference Period, a report stating the Availability achieved, the Downtime events with their start and end times and their classification, the maintenance performed, the tickets opened by Severity and the Acknowledgement Times met. The report is supplied with the timing set out in art. 3.2.

10.2 Status information

The Provider publishes information on the operating status of the platform and on planned maintenance on its website (www.industryux.com) and in the Support Portal.

10.3 Incident reports

For each Severity 1 Incident the Provider supplies a preliminary report within 3 Business Days and a final root-cause report within 10 Business Days, stating the timeline, the cause, the corrective measures adopted and the preventive measures planned.

10.4 Monitoring records

Monitoring Records are retained for 13 months and, on written request, an extract relating to the Customer's environment is supplied within 10 Business Days.

10.5 Security incidents and supply-chain information

The Provider notifies the Customer of any security incident affecting the Service or the Customer Data without undue delay and in any case within 24 hours of detection, so as to allow the Customer to comply with its own notification obligations; personal data breaches are also governed by the Data Processing Agreement. On written request the Provider supplies, within 10 Business Days, the supplier information the Customer needs for its own supply-chain security obligations.

Art. 11 — Chronic Failure and termination for persistent shortfall

11.1 Definition

There is a Chronic Failure where, for causes attributable to the Provider: (a) Availability is below the applicable commitment in three consecutive Reference Periods; or (b) Availability is below the applicable commitment in four Reference Periods within any period of twelve months; or (c) in the same Reference Period three Severity 1 Incidents exceed the applicable Restoration Target by more than 100%.

11.2 Remedy

In the event of Chronic Failure the Customer may terminate the affected Service, and the Agreement in so far as it relates to that Service, by written notice given within 30 days of delivery of the report evidencing the last relevant Reference Period. Termination takes effect on the date indicated by the Customer, which may not be later than 60 days after the notice, so as to allow migration. The Provider refunds the fees paid in advance for the period after the effective date. Unused prepaid balances are dealt with exclusively in accordance with the Master Terms and with the channel Schedule applicable to the Customer, which govern two distinct regimes: the Prepaid Credits of the account wallet, under the Shop Schedule (Schedule A, IUX-EN-10), and the Tokens credited to the wallet of a machine, under the Enterprise Schedule (Schedule B, IUX-EN-20), which remain bound to that machine. This SLA creates no right to the reimbursement, the transfer or the conversion into credit of Tokens bound to a machine, beyond what those documents provide and beyond mandatory rules of law. No charge is applied for the exit and the assistance obligations of art. 12 continue to apply. This remedy is in addition to the service credits already accrued.

Art. 12 — Continuity during switching and exit

12.1 Service levels during transition

The service levels of this SLA continue to apply, unchanged, throughout the transitional period for switching to another provider or to on-premise infrastructure, and any unavailability occurring in that period is counted as Downtime.

12.2 Timing and charges

In accordance with the Agreement and with Article 25 of Regulation (EU) 2023/2854, the maximum notice period for initiating switching is 2 months, the transitional period does not exceed 30 calendar days, and the Customer is granted a data retrieval period of at least 30 days after the end of the transition, followed by deletion. No switching charge, including any charge for data export, is applied.

12.3 Assistance

During the transitional period the Provider supplies reasonable assistance, maintains operational continuity and preserves a high level of security in the transfer, and gives the Customer a single point of contact for the migration.

Art. 13 — On-Premise supplies, server on loan and VPS

13.1 Principle

Where the software is installed on infrastructure controlled by the Customer, including a server supplied by the Provider on loan for use and kept at the Customer's premises, the Provider gives **no availability commitment**, because continuity depends on power supply, connectivity, environmental conditions and operating choices that are not under its control. The service credits of art. 9.2 do not apply to such supplies, without prejudice to art. 13.7.

13.2 Provider obligations for On-Premise supplies

For On-Premise supplies the Provider owes: (a) support in accordance with art. 6, with the Severity levels, Acknowledgement Times and Restoration Targets of the Standard Service Level; (b) corrective and maintenance releases and the security updates of art. 7.3; (c) remote assistance, with access to the Customer's systems agreed in advance, on-site intervention being reserved for cases where remote work is objectively insufficient; (d) restoration assistance from the backups held by the Customer, it being understood that taking those backups is the Customer's responsibility unless the Order provides otherwise.

13.3 Licence validation service and offline grace period

The online licence validation service operated by the Provider is covered by the Standard Availability commitment of 99,5% per Reference Period, irrespective of the delivery model of the supply. Where validation is unavailable, the offline grace period of 30 days provided for in the Agreement applies: no function is disabled and no licence is suspended during that period for reasons attributable to the unavailability of the validation service.

13.4 Hardware faults of the server supplied on loan

For a server supplied on loan for use, the Provider carries out remote diagnosis within 3 Business Days of the fault being reported and, where the fault cannot be repaired remotely, delivers a replacement unit configured with the same software within 10 Business Days within the European Union. Data present on the faulty unit are restored from the most recent available backup. These are service-level targets and do not give rise to availability credits.

13.5 Managed VPS

Where the Provider operates a dedicated virtual server for the Customer as Managed Infrastructure, the availability commitment, the measurement rules and the service credits of this SLA apply in full, and the Monthly Reference Fee is calculated on the infrastructure and subscription fees for that environment.

13.6 Infrastructure supplied by the Customer

Where the Customer supplies its own virtual or physical infrastructure and retains administration of it, the Provider owes support and maintenance only, and no availability commitment applies.

13.7 Credit for unavailability of the validation service

If the availability of the licence validation service falls below the commitment of art. 13.3 in a Reference Period, the Customer is entitled to a credit calculated by applying the percentages of art. 9.2 to one twelfth of the annual recurring fees payable for the machines affected — for On-Premise and VPS supplies, the On-Premise Service Fee due for those machines under the Enterprise Schedule (Schedule B, IUX-EN-20) — with the cap of art. 9.4 and the procedure of art. 9.5. Token packages and other consumption items are excluded from that calculation base, in accordance with art. 9.1.

Art. 14 — Trial plans, free plans and beta features

Trial plans, free plans and features expressly identified as preview or beta are supplied on a reasonable-efforts basis, without availability commitment, without Acknowledgement Times and without service credits. Their unavailability is excluded from the calculation of Availability under art. 5.1(f). Support requests concerning them are handled at Severity 4. The mandatory rights of a Customer acting as a consumer remain unaffected.

Art. 15 — Amendments to this SLA

15.1 Procedure

The Provider may amend this SLA in accordance with the change-of-terms procedure of the Master Terms, giving at least 60 days' prior written notice. The Availability commitment, the Acknowledgement Times and the service credit scale applicable to the Customer may not be reduced during the current subscription term.

15.2 Right of termination

Where an amendment notified for the following term reduces the levels committed to the Customer or the remedies available to it, the Customer may terminate the affected Service without charge by written notice given before the effective date of the amendment, with a refund of the fees paid in advance for the period after that date. Where the Customer is a consumer, modification of the digital service is in addition subject to the provisions of the Italian Consumer Code on the modification of digital services and gives the consumer the right to terminate free of charge.

Art. 16 — Final provisions

16.1 Language

This SLA is drawn up in English, which is the authoritative text. Translations into other languages are supplied for convenience only; in the event of discrepancy the English text prevails.

16.2 Governing law and jurisdiction

This SLA is governed by Italian law and the dispute resolution provisions of the Master Terms apply to it, including the exclusive jurisdiction of the courts of Bergamo for business customers and the mandatory protections available to consumers.

16.3 Effective date and version

This SLA is version 1.2 of 11 August 2026 and applies from the date on which the Agreement takes effect or, for existing Customers, from the date notified under art. 15.1.

16.4 Clauses subject to specific approval

For business customers the Customer specifically approves, in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following clauses of this SLA: art. 5 (exclusions from Downtime), art. 6.5 (suspension of the Acknowledgement Times and of the Restoration Targets), art. 6.7 (reclassification of Severity), art. 9.4 (cap on credits), art. 9.5 (time limit for claiming credits), art. 9.6 (nature of the remedy and limits of the claim), art. 13.1 (absence of an availability commitment for On-Premise supplies), art. 13.7 (calculation base of the credit), art. 14 (absence of service levels for trial, free and beta features) and art. 15.1 (amendment of this SLA). In the online acceptance flows this approval is given by a separate confirmation step, distinct from acceptance of the SLA as a whole.

Luogo e data: ____________________________

DEVIBRAIN S.R.L.	IL CLIENTE
______________________________	______________________________

The specific-approval block below applies exclusively to business customers; it produces no effects in respect of consumers.

Ai sensi e per gli effetti degli artt. 1341 e 1342 c.c., il Cliente dichiara di avere letto e di approvare specificamente le clausole richiamate nel presente blocco.

Luogo e data: ______________________________

DEVIBRAIN S.R.L.	IL CLIENTE
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Changelog

Version	Date	Changes
1.0	2026-08-10	First release candidate of the Service Level Agreement (IUX-EN-30)
1.1	2026-08-11	Gate decisions: machine-bound Tokens, 24-month Prepaid Credit validity, On-Premise service-fee model
1.2	2026-08-11	Plan matrix 2026-08-11: the Pro plan is renamed Business and Enterprise Cloud is renamed Enterprise Online with a single subscription fee replacing the Base/Plus hosting tiers; the Premium and Monthly Reference Fee examples are recomputed on the new fees

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