SPECIFIC SERVICE CONDITIONS
SLA – 09/2019

Clauses applicable to all services

Faults must be reported by phone call or by email to the following contacts:

- Customer Support Service (Ticket opening during Working Hours): 800.121.997 or staff@qcom.it
- Customer Support Service (Ticket opening during Out-of-Hours): 800.121.973

DEFINITIONS

Force Majeure: means, by way of example, the following: impossibility of reaching the site in the event of faults due to adverse natural events, strikes, epidemics, transport stoppages, earthquakes, fires, storms, floods, riots, legislative or authorisation restrictions, commercial or industrial embargoes, wars, and any other event beyond the control of the Parties that prevents the provision of the Service.

Blocking Fault: the Service is completely unavailable and none of its functions is active. The following are not Blocking Faults: customer-related causes (for example, unavailability of the customer's premises, tampering, faults in the customer's equipment), problems and faults caused by third parties, force majeure.

On-site Intervention: means fault resolution carried out directly at the Customer's premises indicated in the Contract.

Out-of-Hours: Monday - Friday from 18:00 to 9:00, Saturday, Sunday and national holidays.

Working Hours: Monday - Friday from 9:00 to 18:00. National holidays are considered non-working days.

GUARANTEED TIMES AND TICKET OPENING METHODS

Services	Applicability	On-site Intervention	Ticket Opening	Blocking fault resolution
SLA Base	Per service	Working Hours	Working Hours	NextBusinessDay
SLA 4H	Per service	Working Hours	Working Hours	4 working hours
SLA Saturday	Per service	Working Hours	Working Hours including Saturday	NBD or 4H including Saturday
SLA H24	Per customer site	Working Hours	H24	Working Hours: 4 calendar hours Out-of-Hours: 8 calendar hours
SLA H24 On-Site	Per customer site	H24	H24	Working Hours: 4 calendar hours Out-of-Hours: 8 calendar hours
SLA H24 DC	Per service	Working Hours	H24	Working Hours: 4 calendar hours Out-of-Hours: 8 calendar hours

The **Receipt of reports** Out-of-Hours will be handled by voice message. The Customer must indicate a telephone number on which to be called back.

The **Blocking Fault Resolution** times run from the opening of the ticket to Qcom's technical staff. The Customer will receive a telephone call or email confirming acknowledgement of the report within 30 minutes. In the event of **On-site Intervention**, the Customer must ensure the presence of its own staff at the site where the fault occurred.

In the event of **Ticket Opening** Out-of-Hours, the ticket will be considered open from the moment the Customer is called back by Qcom and in any case never later than 1 hour after the voice message left by the Customer.

PENALTIES

Services	Penalty
SLA Base	-
SLA 4H	5% of the overall monthly fee for each hour of delay beyond the maximum limit of 4 working hours
SLA Saturday	5% of the overall monthly fee for each hour of delay
SLA H24	5% of the overall monthly fee for each hour of delay
SLA H24 On-Site	5% of the overall monthly fee for each hour of delay
SLA H24 DC	5% of the overall monthly fee for each hour of delay in acknowledgement

The **calculation** of penalties is carried out on a calendar-year basis. In any case, the total of all penalties paid may not exceed three monthly fees. It is understood that, pursuant to Article 1382 of the Italian Civil Code, the above amounts constitute a limit on the compensation payable for delay or non-performance by Qcom.
The Penalties owed by Qcom must be claimed by the customer within the first quarter of the year following the fault.

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