

Service Level Agreement (SLA) for youMove

This Service Level Agreement (“SLA”) is a policy governing the use of the youMove software services (“Service” or “Services”) provided by tmr s.r.l. (“Provider”) to the (“Customer”). This SLA applies separately to each account using the Services. Unless otherwise provided herein, this SLA is subject to the terms of the youMove Agreement and capitalized terms will have the meaning specified in the youMove Agreement.

Definitions

- **Availability:** The percentage of time the Service is accessible and usable during a yearly billing cycle.
- **Downtime:** Any period of time when the core Services or components are unavailable or not functioning correctly.
- **Maintenance:** Scheduled periods of time when the Service may be unavailable due to planned updates, upgrades, or maintenance work.

Service Components and Availability

Core Services

The Core Services are designed with high availability in mind. They are multi-AZ (Availability Zone), redundant, and scalable to ensure continuous operation.

- **Availability Commitment:** 95% uptime.
- **Calculation:** Availability is calculated as follows:

$$\text{Availability (\%)} = (\text{Total minutes in a year} - \text{Downtime minutes}) / \text{Total minutes in a year} \times 100$$

Downtime Exclusions:

- Scheduled maintenance with prior notice.

- Issues due to Customer's equipment or third-party services.
- Factors outside Provider's control (e.g., natural disasters, internet disruptions).

Web Manager and App

The Web Manager and mobile App components of youMove are offered with a slightly lower availability due to their nature and dependency on various external factors.

- Availability Commitment: 95% uptime
- Calculation: Availability is calculated using the same formula as the Core Services.
- Downtime Exclusions:
 - Scheduled maintenance with prior notice.
 - Issues due to Customer's equipment or third-party services.
 - Factors outside Provider's control (e.g., natural disasters, internet disruptions).

Monitoring and Reporting

- Monitoring: Provider will continuously monitor the availability of the Services.
- Reporting: Customer can request an availability report for the Services at any time by contacting Provider's support team.

Service Credits

If the Provider fails to meet the Availability Commitment for any Service component, the Customer is entitled to a Service Credit as follows:

Core Services

For each 0.1% below 95% availability	5% of the yearly service fee for youMove Core
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Web Manager and App

For each 1% below 95% availability	5% of the monthly service fee for youMove Core
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Claiming Service Credits

- Customer must contact Provider's support team within 30 days of the end of the month in which the availability issue occurred.
- Customer must provide all necessary details to substantiate the claim, including but not limited to, the dates and times of Downtime.

SLA Exclusions

This SLA does not apply to any performance issues:

- Caused by factors outside of Provider's reasonable control.
- That resulted from any actions or inactions of Customer or any third parties.
- That resulted from Customer's equipment and/or third-party equipment (not within the primary control of Provider)
- Arising from Provider's suspension and termination of Customer's right to use the Service in accordance with the youMove Agreement

General Provisions

- Provider reserves the right to modify this SLA at any time by posting a revised version on the youMove website or by providing other notice to Customer.
- This SLA is governed by the laws of the jurisdiction in which Provider is located.

This SLA is a commitment to the availability of our Services and underscores our dedication to providing reliable and consistent performance to support Customer's business operations.

Acknowledgment

By using the youMove Services, Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this SLA.

For any further questions or support, please contact:

tmr s.r.l.

Customer Support Team

Email: support@tmr.cloud

Phone: +39 0941 722 742

This document is effective as of 28 giu 2024.