

GENERAL TERMS

1. PURPOSE

1.1. These General Terms regulate the Agreement between LLEIDANETWORKS SERVEIS TELEMATICAS S.A. Tax ID number A25345331: with registered office at C/General Lacy, 42 bajos, CP 28045 Madrid, email address: clientes@lleida.net; being represented by Mr Francisco Sapena Soler, acting in his capacity as Managing Director by virtue of the power of attorney granted on 30 October 2020 before the Notary of Lleida, Mr Pablo Gómez Claveria, under number 5204 of his protocol and registered in the Mercantile Register of Madrid, volume 37085 folio 92 page M-662074, sixth entry; hereinafter LLEIDA.NET, and the user of its services, hereinafter THE CLIENT, identified in the specific conditions of the contract.

1.2. The description of the services provided by LLEIDA.NET is detailed in Annex I of <https://www.lleida.net/es/condiciones-contratacion>.

Hereinafter, the Services.

2. CLAUSES APPLYING TO THE CLIENT

2.1. For the purposes of this contract, CLIENT is the natural or legal person who engages LLEIDA.NET for the use of the Services defined in ANNEX 1 of <https://www.lleida.net/es/condiciones-contratacion>

2.2. The CLIENT status is personal and non-transferable and may not be extended to third parties without the express previous consent of LLEIDA.NET.

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

3.1. The CLIENT shall have the right to use the services contracted explicitly to LLEIDA.NET, under the terms and conditions established in the particular and general conditions of the contract, together with its annexes duly signed by the parties.

3.2. THE CLIENT is obliged to make the payments agreed, according to current rates, with the corresponding VAT and on the dates stipulated

The CLIENT agrees to maintain the IT support essential to access the services and their use in the execution of this contract.

3.4. The CLIENT is responsible for the good use of the services, following the provisions in this general conditions, expressly committing to avoid any action that constitutes an offence of any kind or that may damage systems, equipment or services accessible directly or indirectly through LLEIDA.NET, including by way of example the intentional congestion of links or systems.

4. CONTRACT SIGNATURE AND DURATION

4.1. The parties acknowledge as valid signatures those through digital certificate, electronic signature, handwritten signature and company stamp, or any other technical mechanisms that allow the signature of electronic messages and identify the parties of an agreement.

4.2. The Parties agree that the procedure for signing the Agreement shall be deemed to be completed once both Parties have signed the Agreement, following the reciprocal scanning of the Agreement by

corporate email, irrespective of whether the original is later received and kept in the custody of each party.

4.3. The Contract shall enter into force on the date stated for a period of one (1) year from the date on which it enters into force. The contract may be automatically renewed for identical periods as long as none of the parties notifies the other of its intention not to renew the contract at least thirty (30) days before the contract termination date. Either party shall terminate the contract on giving due notice. Termination of the Contract releases both parties from their obligation to effect and to receive future performance. Termination does not preclude a claim for damages for non-performance, except for the accounts and other receivables provided under this contract.

5. PRICE, CONDITIONS AND PAYMENT TERMS

5.1. The Client agrees to pay the price according to current rates, which declares to know and accept. The prices referred to in this clause will be increased with the corresponding taxes.

5.2. In the 'postpaid' payment method, the rates may be modified by LLEIDA.NET, communicating it to the CLIENT at least one (1) month before it enters into force, it is understood by the Client if there is no written communication to the contrary before the entry into force of the new rates.

5.3. If the "postpaid" payment method has been agreed upon, LLEIDA.NET reserves the right to modify the contract to 'prepaid' in the following cases:

- a) Should some invoices are overdue for a term exceeding 30 days, unpaid and unclaimed. To calculate prepaid tariffs, the base price of the credit shall be taken as the price applicable to registered services, given that one ("1") registered unit (CRT) = 7 credits (CRE).
- b) If annual turnover is less than ten thousand euros (€10,000) excluding VAT, with 30 days' notice to agree between the parties on the terms of the prepaid model.

5.4. Any delay in payment will result in the service suspension until the CLIENT shall regularise the situation. LLEIDA.NET reserves the right to terminate this contract without prior communication if the payment is delayed beyond 30 calendar days from the invoice's due date.

5.5. Failure by the CLIENT to pay any amount due on time shall result in the CLIENT entering into payment arrears, without the need for written notice from LLEIDA.NET, and shall oblige the CLIENT to pay:

- (a) late payment interest from the moment when the amount was due to be paid until the actual date of payment, following Law 3/2004 of 29 December 2004 establishing measures aimed at preventing late payment in commercial transactions
- b) a fixed amount of 40 euros per invoice due, and
- c) charges or fees for the return of bills paid by LLEIDA.NET.

The validity of the credits does not expire.

5.6. If LLEIDA.NET should offer any free services, these may be withdrawn without previous notification, the CLIENT having thereby no right to compensation for loss or damages.

5.7. LLEIDA.NET reserves the right to extend or improve the services provided without prior notification. Likewise, LLEIDA.NET reserves the right to change the means used to provide the service.

6. TERMS OF USE

6.1. The CLIENT shall have the right to use the contracted services taking responsibility for the content of the information transferred thereby.

6.2. Licence terms for the web platforms and other tools provided by LLEIDA.NET for sending and receiving electronic messages and the APIs included in <http://api.lleida.net>. LLEIDA.NET offers the CLIENT a non-exclusive licence to employ these applications for personal and commercial uses for the whole term of the contract. The CLIENT may not distribute commercially, sub-contract, re-sell or transfer in any way, without the previous consent in writing of LLEIDA.NET, nor reproduce for such purposes the programmes or any modifications or derivations thereof, whether singly or severally in conjunction with any other product or programme. Furthermore, the CLIENT may not modify the programmes except for their personal use or internal commercial reasons.

6.3. Electronic Trading Act.- THE CLIENT accepts, following the provisions of Articles 21 and 22 of the INFORMATION SOCIETY SERVICES AND ELECTRONIC COMMERCE LAW, LSSICE (Law 34/2002, of 11 July - B.O.E. 12 July 2002), that the Services may not be used to send mass messages (SPAM, advertising, promotional or commercial messages) without the express consent or authorisation of each of the recipients, except in the case of legally established exceptions, as well as the sending of messages which, due to their purpose or content, may be considered contrary to the law, morality, good customs or constitute a crime or offence and those which may damage the rights or image of LLEIDA.NET or third parties.

The CLIENT will provide LLEIDA.NET with evidence of consent when required by LLEIDA.NET for regulatory or contractual compliance.

6.4 The CLIENT states that they know the regulations applicable to the services provided by LLEIDA.NET in each destination country and that they undertake to comply with them and indemnify LLEIDA.NET against any claims from third parties for the sending of the messages.

6.5. The CLIENT will provide LLEIDA.NET with consent evidence when requested by LLEIDA.NET due to regulatory or contractual compliance requirements.

6.6. If the CLIENT breaches its legal and contractual obligations, LLEIDA.NET reserves the right to suspend the services immediately, notifying the CLIENT to correct non-compliance to restore services. If the CLIENT does not correct non-compliance within five (5) days from the date of its communication, LLEIDA.NET is entitled to terminate the contract, and the CLIENT shall be obliged to pay compensation damages arising from such non-compliance.

6.7. The re-distribution of services to third parties without the prior written express consent of LLEIDA.NET is strictly prohibited.

7. CONFIDENTIALITY

7.1 For this Agreement, any information that may be revealed orally, in writing or by any other means or support, tangible or intangible, currently known or that enables state of the art in the future, exchanged as a result of this Agreement, in which one party designates or designates the other as confidential. Both parties undertake to take the appropriate measures to ensure the confidentiality of such information, measures that will not be less than those applied by them to their confidential information and, assuming the following obligations:

1. To use the confidential information only for the use which is intended.
2. To allow the access to confidential information only to those individuals or legal entities who providing their services need the information for the development of tasks for which the use of this information is strictly necessary.

In this regard, the party receiving the information will warn those natural or legal persons of their obligations regarding confidentiality, ensuring compliance with these.

3. To communicate to the other party any leakage of information of which they have or become aware of, To communicate to the other party of any knowledgeable leak of information produced by the violation of this provision or infidelity of people who have accessed the confidential information, and taking into account that such communication does not release of responsibility the party breaching this confidentiality commitment.
4. To limit the use of the confidential information exchanged between the parties to that which is strictly necessary to fulfil the object of this Agreement with each party receiving confidential information assuming responsibility for any other use thereof by them or the individuals or legal entities they allow access to the confidential information.
5. Not to reveal or disclose the other party's information to third parties without prior written authorisation from said another party.
6. Without prejudice to any obligations imposed by national laws and/or assumed by the party receiving the confidential information, the confidentiality obligations outlined in this clause shall not apply to any information concerning the receiving party may prove:
 - a) Was in the public domain at the time of disclosure.
 - b) Was published or in any other way entered the public domain after having been revealed without any breach of the confidentiality obligation by the party that received said information.
 - c) Was already in possession of the party that received it at the time of revelation and was legally obtained by said party, or the party legally had a right to access it.
 - d) It had prior written consent from the other party to reveal the information.
 - e) It was requested by the competent Administrative or Court Authorities, which must rule on all or a part of the information, in which case the party that must submit it should notify the other party before said submission.

8. DATA PROTECTION

8.1. As a result of the provision of the Services, LLEIDA.NET shall have access to personal data held by the CLIENT. Annexe 3 regulates the data processing that LLEIDA.NET shall do on behalf of the CLIENT.

8.2. LLEIDA.NET hereby informs the Client that the processing of its data collected in this contract and those obtained during its validity to provide the requested service and to bill the service. The legal basis of the data processing is the contract between the Client and LLEIDA.NET. The data provided will be saved throughout the commercial relationship or for the necessary years to comply with all legal obligations. The data will not be assigned to any third party except when there is a legal obligation. The Client has the right to obtain confirmation on whether LLEIDA.NET is processing his data; therefore, he has the right to access his data, rectify inaccurate data or request its deletion when the data is no longer necessary, proving your identity. Its data will not be transferred to any third country. The Client has the right to submit a claim before AEPD if it considers that its data protection rights are infringed (EU Regulation 2016/679, 27 April 2016).

9. LIMITATION OF LIABILITIES

9.1. LLEIDA.NET cannot be held responsible for infractions of current legislation that the CLIENT may commit through inappropriate use of the SERVICES. If LLEIDA.NET should detect any such irregularity in the use of the service, it may terminate the contract without prior notification to the CLIENT.

9.2. The responsibility of Lleida.net in any non-compliance attributable to it will be limited to the amount of the Services provided.

9.3. Given that LLEIDA.NET depends on the services by third parties for the correct provision of its services, LLEIDA.NET declines all responsibility for damages caused by its fault, accepting exclusively those caused by inadequate IT means or the negligent action of LLEIDA.NET and its employees, duly accredited.

9.4. Since most of the facilities necessary for the proper functioning of the network depend on third parties, LLEIDA.NET will not be responsible for the service results. This includes routing errors, loss of information or data, delays in delivery or unplanned interruptions in service.

9.5. LLEIDA.NET declines all responsibility for the quality, accuracy, reliability and correctness of the data, programmes and information of any kind passing through its networks. The content of such information is the exclusive responsibility of those concerned (senders or recipients).

9.6. LLEIDA.NET will not respond in case of unauthorised use of the Services by third parties.

10. COMMUNICATION BETWEEN THE PARTIES

10.1. Any notification between the parties shall be in writing and delivered personally or otherwise certifying receipt by the notified party such as fax, burofax, telegram and email. LLEIDA.NET contact details are listed in clause 1 of the general conditions of the contract, and the Client's contact details are listed in section 1 thereof. All notifications to the addresses provided shall be considered valid and effective.

10.2. One party's change of address must notify the other party immediately and ensure its receipt. No change of address will be valid until notified following the provisions stipulated in this Agreement.

11. INTELLECTUAL PROPERTY

11.1. All applications or computer programs that make possible the provision of the Services, including the design of the platform, its databases, navigation structure, texts, images, animations, logos or names, are property of Lleida.net or, when indicated, correspond to third parties to authorise their use and integration into the platform, and are protected by laws on intellectual and industrial property.

11.2. It is forbidden any reproduction, transformation, distribution of such content, as well as any act of decompilation or reverse engineering, outside the visualisation, reproduction, or editing of documents, within the LLEIDA.NET platform. In no case will any extraction, reuse and/or exploitation of said content that involves acts contrary to normal exploitation thereof, especially its use for commercial or promotional purposes, outside the service or LLEIDA.NET clients permit that prejudice moral or exploitation rights. The CLIENT shall not carry out in or allow any action that may in any way impair or depreciate the value or validity of the Intellectual and Industrial Property Rights of LLEIDA.NET.

12. FINAL CLAUSES

12.1. This is a commercial contract. Therefore, it does not establish any employment or dependent relationship between LLEIDA.NET and the CLIENT's personnel. LLEIDA.NET will provide the services independently and freely organise its work (timetables, personnel assigned to the Services, etc.).

12.2. Any modification of this contract must be made in writing and be signed by each one of the Parties' legal representatives

12.3. Any provision of this contract is valid and shall not void the remainder. Any invalid or incomplete clause may be replaced with another equivalent and valid by mutual Agreement between the parties.

12.4. These terms and conditions shall be applied and interpreted in all their terms following Spanish law. By accepting them, the Client, waiving any forum that may correspond, except in cases where it is not possible by law, is subject to the jurisdiction and jurisdiction of the Courts and Tribunals of the city of Lleida (Spain) for the solution of the conflicts that may arise from the present General Conditions of Use or the use of the service.

12.5. The CLIENT authorises LLEIDA.NET to advertise on its website and other media, information related to its status as a client, the description of the contracted services, and use corporate logos for these purposes. Likewise, LLEIDA.NET, as a listed company, LLEIDA.NET is obliged to communicate to the Comisión Nacional del Mercado de Valores (CNMV) and relevant events publications and press releases derived from the signature of this contract.

DATA PROTECTION

FIRST. DEFINITIONS

For the purposes of this contract:

Subprocessor means any Data Processor (including any third party) appointed by the Processor to process Controller Personal Data on behalf of the Controller.

Treat / Treatment / Treaty, data controller, data controller, interested party, personal data, special categories of personal data, and any other definition not included in this Agreement or the main Agreement will have the same meaning as in the General Data Protection Regulation 2016/679 of the European Parliament and of the Council, of 27 April (GDPR).

Erasure means the removal or destruction of personal data such that it cannot be recovered or reconstructed.

EEA means European Economic Area.

Third country means any country outside the EU / EEA, except when that country is subject to a valid adequacy decision by the European Commission on the protection of personal data in third countries.

Personal data of the Controller means the data described and any other personal data processed by the Processor on behalf of the Controller pursuant to or in connection with the main Agreement.

Personal Data Breach means a breach leading to the accidental or unlawful destruction loss, alteration, unauthorised disclosure or accidental or illegal access of personal controller data transmitted, stored or otherwise processed.

Services refer to the services to be provided by the Processor to the Controller following the Main Contract

Second. SUBJECT OF THE DATA PROCESSOR

Through these terms and provisions, LLEIDA.NET (hereinafter, SUB PROCESSOR) is empowered to process on behalf of the CLIENT (hereinafter, DATA PROCESSOR) the personal data required to provide the Services.

Next, the treatment modalities that will take place for the provision of the Services are outlined:

- Communication by transmission
- Interconnection
- Maintenance/ preservation

THIRD. IDENTIFICATION OF THE INFORMATION CONCERNED

For the execution of the benefits derived from the fulfilment of the object assignment, the DATA PROCESSOR provides the information described below available to the SUBPROCESSOR:

SMS solutions: recipients' mobile phones, message content, identifying data (e.g. name and surname)

-Electronic notification: mobile phones and / or emails of the recipients, the content of the message, documents sent, identifying data (e.g. name and surname)

-Electronic contracting: mobile phones and / or emails of the recipients, the content of the message, documents sent, identifying data (e.g. name and surname)

Data validation: mobile phones, emails, identification documents, video recordings

FOURTH. FOURTH. OBLIGATIONS OF DATA PROCESSOR & SUB-PROCESSOR.

DATA PROCESSORS AND SUBPROCESSORS and its staff undertake to:

- a. Use the personal data object of the processing, or those that it collects for its inclusion, only for the object of this assignment. In no case may you use the data for your one's purposes.
- b. Process data following the instructions of the DATA CONTROLLER. If the data processor considers that any instructions violate the GDPR any other provision on data protection of the European Union or the Member States, the data processor shall immediately inform the responsible.
- c. Not communicate the data to third parties unless the DATA PROCESSOR has the express authorisation of the Controller in legally admissible cases.

According to the data controller's instructions, the data processor can communicate the data to other data processors in charge of the data controller's processing. In this case, the data controller will identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated, and the security measures to be applied to proceed with the communication.

If the data processor must transfer personal data to a third country or to an international organisation, under applicable Union or Member State law, it will inform the person responsible for that legal requirement in advance, unless such right prohibits it, for public interest reasons.

- d. Outsourcing. The DATA PROCESSOR does not outsource to third companies to carry out the treatments listed in clauses 2 and 3. If such outsourcing happens, the DATA PROCESSOR must communicate this in writing to the DATA CONTROLLER, clearly and unambiguously identifying the outsourcing company and their contact information. The subcontracting may be carried out

if the person in charge does not state his opposition within a period of forty-eight (48) business hours. The subcontractor, who also has the status of data processor, is also obliged to comply with the obligations established in this document for the data processor and the instructions dictated by the DATA CONTROLLER. It is DATA PROCESSOR duty to regulate the new relationship so that the new Processor is subject to the same conditions (instructions, obligations, security measures .) and with the exact formal requirements as the initial DATA PROCESSOR concerning the proper processing of the personal data and the guarantee of the rights of the individuals concerned. In the event of non-compliance by the Sub-processor, the initial DATA PROCESSOR will remain fully responsible to the DATA CONTROLLER for compliance with the obligations.

- e. To keep secrecy concerning personal data to which the DATA PROCESSOR has access under this assignment, even after the end of your objective.
- f. To guarantee that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and comply with the corresponding security measures, which must be informed accordingly.
- g. To make available to the DATA CONTROLLER the documentation proving compliance with the obligation established in the previous section.
- h. To guarantee the necessary training in terms of protection of personal data of the authorised persons to process personal data.
- i. To assist the Controller in complying with the rights that the GDPR recognises for interested parties. When the persons concerned exercise the rights of access, rectification, suppression and opposition, limitation of the processing, data portability and not to be the subject of automated individualised decisions, before the data processor, the latter must communicate it by email to the contact address provided in section 1 of the contract. The communication must be made immediately and under no circumstance no longer than the following business day upon the receipt of the request, together with other information that may be relevant to decide on the application.
- j. Notification of data security breach. The DATA PROCESSOR will notify the DATA CONTROLLER without undue delay, and in any case within a maximum of 24 business hours, and by email the violations of the security of the personal data in his charge of which he knows, together with all the relevant information for the documentation and communication of the incident.

Notification will not be necessary when it is unlikely that such a breach of security constitutes a risk to the rights and freedoms of natural persons.

If available, at least the following information will be provided:

- Description of the nature of the violation of the security of personal data, including, when possible, the categories and the approximate number of interested parties affected, and the categories and an approximate number of personal data records affected.
- The name and data of the data controller or another contact where further information can be gathered.
- Description of the possible consequences of the breach of the security of personal data.

- Description of the measures adopted or proposed to remedy the violation of the security of personal data, including, if applicable, the measures adopted to mitigate the possible adverse effects.
 - If it is impossible to provide the information simultaneously, it will be gradually provided without undue delay.
- k. Provide support to the data controller in carrying out the impact assessments related to data protection, where applicable.
- l. To support the data controller in carrying out the consultations prior to the control authority, where applicable.
- m. To provide the data controller with all the necessary information to demonstrate compliance with their obligations and the performance of audits or inspections carried out by the person in charge or by another auditor authorised by them.
- n. To use the personal data to which you have access for the specific, explicit and legitimate purposes for which the data controller has obtained them, and adopt the necessary technical and organisational measures to guarantee the security of said data and avoid its alteration, loss, processing or unauthorised access, complying with the provisions of the GDPR and the instructions offered by the person responsible. In any case, there must be mechanisms to:
- a) Guarantee the confidentiality, integrity, availability and permanent resilience of the processing systems and services.
 - b) To restore availability and access to personal data quickly in case of a physical or technical incident.
 - c) To verify, evaluate and assess, regularly, the effectiveness of the technical and organisational measures implemented to guarantee the safety of the processing.
 - d) Pseudonymise and encrypt personal data, if applicable.
- o. Data destination. Destroy all data once the service is fulfilled. Once destroyed, the DATA PROCESSOR must certify their destruction in writing and deliver the certificate to the DATA CONTROLLER. However, THE DATA PROCESSOR can keep a copy, with the data duly blocked, as long as responsibilities for the execution of the provision can be derived.

FIFTH. - OBLIGATIONS OF DATA CONTROLLER.

Data controller must:

- a) Deliver to the data processor the necessary data so that the service can be provided.
 - b) Ensure, prior to and throughout the processing, compliance with the GDPR by the Processor.
- Supervise the treatment, including conducting inspections and audits.

SLA

HOURS OF OPERATION

The Spanish time zone shall govern service hours. Time is displayed in a 24-hour format.

Hours of operation:

Hours of operation	Hours of operation	Description
Global	24 hours	This time refers to the availability of all the systems providing the service. During these hours, critical incidents will be resolved.
Primary	Mon-Sun from 9:00 to 21:00. Bank holidays included*	This time refers to customer service.
Secondary	Monday to Friday from 9:00 to 19:00. Sat, Sun, Bank holidays NOT included*	Hours for administration tasks, low incident management service.
On-call service	Monday to Friday from 19:00 to 09:00 and 24 hours on bank holidays*.	Hours to fix critical incidents outside Secondary Service hours.

*Bank holidays shall be those established in the official calendar of Spain.

METHODS FOR REQUESTING ASSISTANCE

Incidents and requests are opened by the CLIENT and must be reported exclusively to LLEIDA.NET technical department via the helpdesk tool(<https://helpdesk.lleida.net>)and additionally by phone during on-call hours

It is mandatory to provide all the data requested by LLEIDA.NET to manage the incident by the CLIENT.

Support is provided as follows:

- Web support (<https://helpdesk.lleida.net>). Global service hours. In all cases, it will be mandatory to use this means for the management of the incident.
- Phone. Compulsory for on-call service. LLEIDA.NET will provide the on-call hotline. A ticket must be opened and send by email to manage the incident.

INCIDENT MANAGEMENT

The Levels of Service are referred to as "Response Time" and "Resolution Time" on incidents of the services subject to the scope of the contract. Incidents caused by third parties are excluded.

ESCALATION POLICY FOR SUPPORT REQUESTS

Severity is outlined according to the below criteria:

Priority	Description
Critical	A critical incident with a very high impact. The service is down for all clients.
High	A major incident with a significant impact. Some aspects of the business can continue, but it is a major problem for the CLIENT's business.
Medium	A medium incident with medium severity. The CLIENT's core business is almost unaffected, but the incident is affecting efficient operation.

Low	A minor incident with low impact. The incident is an inconvenience or annoying, but there are straightforward workarounds or alternates.
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The reported issues will be assessed to determine if they are within the scope of the contracted services and will be classified, establishing their status and criticality. According to the SLA, their impact and priority will be analysed to determine the maximum time available for their response and resolution.

If further time is required until the incident is resolved, it should be justified, and an extension of the term will be agreed upon with the CLIENT.

If many issues must be handled, operation hours for priority level will have to be evaluated according to the available resources.

If the management of an incidence extends over time, the CLIENT can request a change in its priority due to the increased criticality.

RESPONSE TIME

The Incident Response time is defined as the elapsed time between the incident being notified to LLEIDA.NET and the confirmation of receipt by LLEIDA.NET, and it involves the following actions:

- Confirmation of the support request.
- Receive and acknowledge the incident and allocate a technical resource to commence work on it.

Incident response times:

Priority	Response time	Hours of Service
Critical	1 hour	Global
High	2 hours	Primary
Medium	3 hours	Secondary
Low	8 hours	Secondary

RESOLUTION OR DIAGNOSIS TIME

The incident resolution time is defined as the elapsed time between the incident being notified to LLEIDA.NET and its resolution. LLEIDA.NET will provide detailed information regarding the service requests evolution and their resolution.

The Resolution time of incidents is defined as the elapsed time between the incident being notified to LLEIDA.NET and any of the following replies from LLEIDA.NET:

- Explanatory answer about the product's functionalities, which may be described or not in the current documentation.
- Response requesting further information about the problem, since the information provided is poor to face the identification of the problem or the resolution of the incident.
- Sending the Client a satisfactory response that allows the incident to be closed.

In the event of unavailability of a system hosted by the CLIENT, only and exclusively the time for diagnosing the problem is guaranteed. The resolution time will depend on the nature of the problem, and a resolution is guaranteed in the shortest amount of time.

Response times, diagnosis and resolution of incidents:

Priority	Time response	Hours of Service
Critical	4 hours	Global
High	6 hours	Primary

Medium	8 hours	Secondary
Low	16 hours	Secondary

Availability

Availability is defined as the maximum unplanned downtime of an environment per month in Global Service Hours.

If services are using several redundant issues, it will be count as a service failure in the event of complete downtime.

Service availability:

Availability	Measurement window
99,5%	Monthly in Global Service Hours

LIMITATIONS

The warranty and Service Level Agreement exclude:

- Scheduled maintenance, notified with a minimum of 8 hours in advance.
- Cases of force majeure, third parties errors, Internet access providers, "DDoS" type attacks and / or other causes of lack of communication or loss of access to the services offered cannot be attributed to LLEIDA.NET.
- The resolution of problems derived from modifications in the infrastructure services hosted by the CLIENT carried out without the explicit knowledge of LLEIDA.NET.
- Incidents not reported by the means established under this Agreement.
- Incidents reported with weaknesses in the information provided for their management.
- The time the incident is pending a response from the Client and / or a third party is excluded from calculating effectiveness ratios.
- No penalties will be applied during the testing and stabilisation of new integrations, developments or functionalities prior to the formal delivery of the project.