

Service Level Agreement (SLA)

1. Introduction

This service level agreement defines the minimum level of service of myLoc managed IT AG for its servdiscount.com Enterprise Server clients. The quality and definition of services to be rendered are regulated by this service level agreement.

2. Definitionen

2.1 Availability (see article 5.1 / 5.2 / 5.3)

Network and server availability on a monthly average is defined as follows::

$$\text{Availability [\%]} = 100 \times \frac{\text{contractual service time} - \text{unplanned interruptions}}{\text{contractual service time}}$$

Die vereinbarte Servicezeit enthält nicht die Zeit für geplante Wartungsarbeiten (siehe Punkt 6). Die Angabe der Verfügbarkeit bezieht sich nicht auf einzelne Komponenten sondern auf die Gesamtfunktionalität des Systems.

2.2 Speed / round-trip time (see article 5.2)

Round trip time (RTT) indicates the time required for a data packet to travel in our carrier network from source to destination and back. So this is the sum of the runtime from point A to point B and the runtime from point B to point A.

2.3 Packet Loss (Punkt 5.3)

It is possible for data packets to get lost if the transfer medium does not function as expected. This condition is defined as packet loss. Possible causes for this are transmission lines that are too long, damaged lines or interferences between different lines. The physical attributes of the packet are then interrupted to such an extent that the signals are wrongly interpreted at the end of the other line or do not reach it at all. When corrupted signals are received, it is frequently no longer possible to extract useful information from them. These specifications refer exclusively to data transport within our carrier network.

2.4 Repair time / restoration of operation / mean time to repair (see article 5.4)

The mean time to repair (MTTR) is defined as follows:

[t] = average time to complete repair or restore operation.

2.5 Monitoring / Reporting

Network availability, server availability, speed and packet loss are continuously monitored and recorded on a regular basis. All specifications apply exclusively to the myLoc network and/or the carrier network of the my- Loc managed IT AG.

3. Subject matter of the contract

This SLA only applies to the servdiscount.com dedicated Server. It serves as a supplement to the concluded contract and the General Terms and Conditions of the myLoc managed IT AG. In the case of conflicting provisions, the concluded contract has precedence over the regulations of the SLA. The SLA is not transferable to other products/product packages.

4. General measures to ensure uninterrupted operations

4.1 Physical Security

4.1.1 Access security

- 24/7 facility protection services by a security company
- 24/7 video surveillance
- Logged access system (card reader)
- Multi-stage access control (premises, building, Lampertz security room, cage), sealed exterior

4.1.2 Datacenter

- Fire detection
 - State-of-the-art fire detection and Argon distinguishers
 - Direct connection to the fire department ensure an immediate fire extinction.
- Air condition
 - Redundant air conditionings with free cooling enable sustainable
 - Environment friendly cooling of the data centers
- UPS in separate protected environment

4.1.3 Power supply

- Redundant power supply
- Ring-shaped connection to the public high-voltage grid (10 KV)
- Duplicate construction of power supply lines inside building
- Redundant power supply of each individual network cabinet
- UPS equipment
 - Filtering of electricity from the public high-voltage grid
 - Autonomous operation of all equipment and servers for 30 minutes
- Diesel generator
 - Pre-heated diesel generator is operational within 60 seconds
 - UPS takes over within 120 seconds
 - Autonomous uptime without refilling the tank: 72 hours

4.2 Security of the network infrastructure

4.2.1 Connecten

- Connection to our 170-Gbit backbone, which has its own AS
- Multiple independent carriers (e.g. Deutsche Telekom, Arcor, Lambdanet, etc.)

4.2.2 Routers

- Cisco backbone routers
 - Redundant design of power supplies and modules
- Identical fallback routers in hot standby

4.2.3 Servers

- Exclusive use of branded components

4.3.3 Backup and service

- Daily backup of internal systems
- 24/7 monitoring/reporting
- 24/7 personnel on location or on call

5. Guranteed service level

Service level	Standard
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5.1 Network-Avaibility	99,5 %
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5.1.1 Round Trip Time	
5.1.1.1 Germany	< 50 ms
5.1.1.2 Europa	< 70 ms
5.1.1.3 USA	< 110 ms

5.1.2 Packet Loss	
5.1.2.1 Germany	< 0,50%
5.1.2.2 Europa	< 0,70%
5.1.2.3 USA	< 1,00%

5.1.3 Mean Time To Repair	
5.1.3.1 Reaction time	6,0 Hours
5.1.3.2 Repair time	6,0 Hours
5.1.3.3 Total	12,0 Hours

5.2 Power-Avaibility	99,5 %
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5.2.1 Mean Time To Repair	
5.2.1.1 Reaction time	4,0 Hours
5.2.1.2 Repair time	4,0 Hours
5.2.1.3 Total	8,0 Hours

5.3 Server-Avaibility	99 %
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5.3.1 Mean Time To Repair	
5.3.1.1 Reaction time	8,0 Hours
5.3.1.2 Repair time	8,0 Hours
5.3.1.3 Total	16,0 Hours

5.1 / 5.2 / 5.3: Monitoring: Measurement every 5 minutes

5.1.1 / 5.1.2: Monitoring: Measurement during 15 minutes. This avaibility is only available at the Fair-Flat. zu

5.1.3 / 5.2.1 / 5.3.1: Time lapsed after notification of interruption by client

5.4 Credit for noncompliance with the guaranteed service level

For every 30 minutes of noncompliance with the guaranteed service level, we will credit 1/30 of the monthly charge (cost for one day). The maximum credit equals 50% of the monthly rent. The general conditions of credits are described in article 7.

6. Planned/unplanned maintenance work

Since regular planned and unplanned maintenance work is necessary to maintain the safety of on-going operations for myLoc managed IT AG and its carrier, we will schedule corresponding maintenance windows. The client will be informed of them in due time. Such maintenance is considered contractual service time and resulting impairment of availability shall not be counted as downtime.

If possible, maintenance will be performed on Monday through Sunday between 11 p.m. and 7 a.m. CET. If this is not possible, maintenance may also be performed at any other time. We will try to keep any disturbance to on-going operation at a minimum.

Notification of planned maintenance will occur as early as possible. Since the carriers of the myLoc managed IT AG have their own maintenance schedules, policies on maintenance times and notification periods may differ.

7. Notification of interruptions

In case of noncompliance with services guaranteed by this SLA within one calendar month, the myLoc managed IT AG will grant a credit upon written request according to the terms below.

Credits can only be granted if the client submits the request within three calendar days after the end of the calendar month for which he or she claims an interruption to the myLoc managed IT AG in writing via fax or letter (date of the postal stamp). The total amount of all accumulated credits is limited to 50% of the monthly rent of an affected server.

In addition, any other claims against the myLoc managed IT AG regarding indirect or consequential damages are only possible within the scope of the myLoc managed IT AG's General Terms and Conditions.

8. Legal disclaimer

Claims against the myLoc managed IT AG due to noncompliance of this Service Level Agreement are only valid if the noncompliance is solely the responsibility of the myLoc managed IT AG. This is not the case in the specific following instances:

- Outages and interruptions outside the network of myLoc managed IT AG and its carriers
- DNS routing problems outside the network of myLoc managed IT AG and its carriers
- Outages and/or interruptions due to insufficient security or faulty operation of the software by the client
- Virtual attacks by third parties (e.g. DoS or viruses) against the network of the myLoc managed IT AG
- Virtual attacks (e.g. DoS or viruses) that originate from the client's servers
- Errors or outages that are erroneously reported by the client's monitoring programmes
- Outages due to maintenance work by myLoc managed IT AG and its carriers (see article 6).

If the myLoc managed IT AG determines that an impairment reported by the client does not fall under the warranty, myLoc managed IT AG will charge the client for this error search and rectification.

9. Termination / amendments

The myLoc managed IT AG reserves the right to make amendments to or remove individual articles of this SLA. A possible change will be announced at the latest four weeks before the end of the server's contract term and applies to the following contract period. This does not affect the notice period of the contract.

10. Severability clause

If an individual provision of this Service Level Agreement becomes null and void, this shall not affect the validity of the remaining provisions. Partial invalidity does not imply the invalidity of the entire agreement. The parties commit in advance to finding alternate provisions that best approximate the economic purposes of the contract in the case of invalidity or nullity of individual provisions. Additional agreements, amendments or supplements require the written form to be valid.