

Net-Spacy® IT-Services GmbH

Service Level Agreement (SLA)

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1. Scope of Application

This Service Level Agreement is valid for the provision and management of all products and services of Net-Spacy® IT-Services GmbH. The products and services are specified in the respective product descriptions and are valid for the location Berlin, Germany.

2. Service Level Agreement Overview

- 2.1. The customer is entitled to compensation by Net-Spacy® if the availabilities, dates or recovery times stated in this document are not achieved.
- 2.2. The Service Level of a service can be found in the latest corresponding product description.
- 2.3. The following incidents are exempt of this regulation:
 - 2.3.1. Force majeure;
 - 2.3.2. Faultiness caused by the customer, his staff or auxiliary persons;
 - 2.3.3. unavoidable impairment of services due to change of services ordered by the customer or imposed by regulatory or legal requirements;
 - 2.3.4. scheduled maintenance work by Net-Spacy® IT-Services GmbH;
 - 2.3.5. Interference of other Service Providers (Third Parties)
- 2.4. The total amount of customer compensation per service by Net-Spacy® for the specified reasons is limited to the amount of one monthly fee of the corresponding product or service.

3. Technical Support

- 3.1. Net-Spacy® offers technical support via telephone hotline and a ticket system to its customers.
- 3.2. The technical support can be reached 24 hours and seven days a week through the following telephone number:

030 / 895 621 – 16

- 3.3. Support requests are to be submitted in writing through the ticket system by the customer – the request will be answered on working days between 8 am and 6 pm within the response times specified in section 9. Outside of this time frame, as well as on weekends and holidays, the requests will be answered within the response times specified in section 9. The customer has the option to place an additional support request via telephone via the support telephone number specified in section 3.2.
- 3.4. The guaranteed support and response times of Net-Spacy® are specified in section 9.

4. Provision date

- 4.1. If the provision of services by Net-Spacy® falls behind schedule, the customer is entitled to a compensation of 5% of the monthly fee of the specific service for each commenced working day until provision of service is performed.
- 4.2. The amount of the compensation is limited to the amount of one monthly fee.

5. Hardware availability

- 5.1. Net-Spacy® guarantees flawless functionality of the employed hardware which is provided to the customer on the basis of a valid rental contract. Net-Spacy® guarantees the exchange of hardware in case of hardware defects within the time frame specified in section 9.
- 5.2. Downtime starts at the moment of public notification by the customer in the form of a fault report via telephone and a support request ticket issued by support staff. Through this, the fault report is documented in the ticket system. The Service Level will not be granted if the fault report is issued via fax, email or ticket.
- 5.3. After the malfunction has been resolved and, if necessary, hardware defects have been eliminated, the customer will be notified by support staff. At the same time, the support ticket will be closed. This point in time defines the recovery of hardware availability.

| Guaranteed exchange of hardware | Exceeding | | Amount of compensation of the monthly fee |
|---------------------------------|-----------|----------|---|
| | from | to | |
| within (see section 9) | 1 min. | 60 min. | 10 % |
| | 61 min. | 120 min. | 20 % |
| | 121 min. | 180 min. | 40 % |
| | 181 min. | 240 min. | 80 % |
| | 241 min. | | 100 % |

6. Power availability

6.1. A-Feed (simple)

The following Service Level is based on simple connection with a simple UPS.

| Service Level availability | Exceeding | | Amount of compensation of the monthly fee |
|----------------------------|-----------|---------|---|
| | from | to | |
| 99,90 % | 99,90 % | 99,85 % | 5 % |
| | 99,85 % | 99,80 % | 10 % |
| | 99,80 % | 99,75 % | 20 % |
| | 99,75 % | 99,60 % | 40 % |
| | 99,60 % | 99,55 % | 80 % |
| | 99,55 % | | 100 % |

6.2. A-/B-Feed (redundant)

The following Service Level is based on redundant connection with two separate UPS systems.

| Service Level availability | Exceeding | | Amount of compensation of the monthly fee |
|----------------------------|-----------|---------|---|
| | from | to | |
| 99,97 % | 99,97 % | 99,95 % | 5 % |
| | 99,95 % | 99,90 % | 10 % |
| | 99,90 % | 99,85 % | 20 % |
| | 99,85 % | 99,60 % | 40 % |
| | 99,60 % | 99,55 % | 80 % |
| | 99,55 % | | 100 % |

7. Network availability

- 7.1. The availability of the Net-Spacy® IP network has an annual average of 99,95%.
- 7.2. The Net-Spacy® IP network comprises all routers, core switches and end switches that constitute the connection to the global network internet.
- 7.3. If the availability falls below the specified minimum availability for the agreed upon Service Level, Net-Spacy® provides a compensation in the amount of:

| Service Level availability | Exceeding | | Amount of compensation of the monthly fee |
|----------------------------|-----------|---------|---|
| | from | to | |
| 99,95 % | 99,95 % | 99,90 % | 5 % |
| | 99,90 % | 99,80 % | 10 % |
| | 99,80 % | 99,70 % | 20 % |
| | 99,70 % | 99,60 % | 40 % |
| | 99,60 % | 99,50 % | 80 % |
| | 99,50 % | | 100 % |

8. Product and service availability

The guaranteed availability has been subdivided into product categories and refers to the respective availability specified under „product“.

| Exceeding | | | | Amount of compensation of the monthly fee |
|-----------------|--|--|---------------------------------------|---|
| availability | from | to | | |
| Category | Web Hosting | | | |
| Product | Private, WordPress, Joomla, Piwik | | | |
| | 99,90 % | 99,90 % 99,80 % 99,70 % 99,50 % | 99,80 % 99,70 % 99,50 % | 10% 25% 50% 100% |
| Product | Business, Adult, Web shop, OwnCloud, Reseller | | | |
| | 99,95 % | 99,95 % 99,85 % 99,75 % 99,65 % | 99,85 % 99,75 % 99,65 % | 10% 25% 50% 100% |
| Category | Email | | | |
| Product | Private, BackupMX | | | |
| | 99,95 % | 99,95 % 99,90 % 99,50 % | 99,90 % 99,50 % | 25 % 50 % 100 % |
| Product | Business, Mail server, Spam filter PRO | | | |
| | 99,99 % | 99,99 % 99,95 % 99,90 % | 99,95 % 99,90 % | 25 % 50 % 100 % |
| Category | Backup | | | |
| Product | FTP, R1Soft | | | |
| | 99,95 % | 99,95 % 99,90 % 99,80 % | 99,90 % 99,80 % | 25 % 50 % 100 % |
| Category | Server | | | |
| Product | Virtual Private, Dedicated Private, Managed Private | | | |
| | 99,90 % | 99,90 % 99,80 % 99,70 % 99,50 % | 99,80 % 99,70 % 99,50 % | 10% 25% 50% 100% |
| Product | Virtual Business, Dedicated Business, Managed Business, LoadBalancer S & M, Firewall dedicated S & L, Firewall shared S - XL | | | |
| | 99,95 % | 99,95 % 99,85 % 99,75 % 99,65 % | 99,85 % 99,75 % 99,65 % | 10% 25% 50% 100% |

| | | | | |
|----------|--|--|---------------------------------------|-------------------------------|
| Product | LoadBalancer HA L & XL , Firewall dedicated M & XL | | | |
| | 99,99 % | 99,99 % 99,95 % 99,90 % 99,80 % | 99,95 % 99,90 % 99,80 % | 10 % 25 % 50 % 100 % |
| Category | Housing | | | |
| Product | Rack units, Colocation | | | |
| | 99,95 % | 99,95 % 99,90 % 99,80 % | 99,90 % 99,80 % | 25 % 50 % 100 % |
| Category | VPN | | | |
| Product | Private | | | |
| | 99,90 % | 99,90 % 99,85 % 99,70 % 99,50 % | 99,85 % 99,70 % 99,50 % | 10 % 25 % 50 % 100 % |
| Product | Business | | | |
| | 99,95 % | 99,95 % 99,90 % 99,80 % 99,70 % | 99,90 % 99,80 % 99,70 % | 25 % 50 % 75 % 100 % |
| Category | DNS | | | |
| Product | Name server | | | |
| | 99,99 % | 99,99 % 99,95 % 99,90 % 99,80 % | 99,95 % 99,90 % 99,80 % | 25 % 50 % 75 % 100 % |
| Category | VoIP | | | |
| Product | Private | | | |
| | 99,90 % | 99,90 % 99,80 % 99,70 % 99,50 % | 99,80 % 99,70 % 99,50 % | 10 % 25 % 50 % 100 % |
| | Business | | | |
| | 99,95 % | 99,95 % 99,90 % 99,85 % 99,75 % | 99,90 % 99,85 % 99,75 % | 25 % 50 % 75 % 100 % |

9. Support and response time

| | Bronze | Silver | Gold |
|--|---|--------------------------|--------------------------|
| Response time within business hours | 4 h | 2 h | 1 h |
| Response time outside of business hours | 8 h | 4 h | 2 h |
| Hardware exchange within business hours | within 24 h | within 12 h | within 4 h |
| Hardware exchange outside of business hours | within 48 h | within 24 h | within 8 h |
| Notification of hardware malfunction | by the customer | by the customer | by the customer |
| Announcement of scheduled maintenance | at least 24 h in advance | at least 48 h in advance | at least 96 h in advance |
| Included monthly HandsOn/ RemoteHands | none | 15 min. | 1 h |
| In case of non-compliance with the Service Level | The customer receives 10% compensation credit per started hour of non-compliance with the Service Level. The maximum amount of compensation is 100% of the monthly fee. In case of simultaneous additional non-compliances with the Service Level, the highest exceedance will be granted as compensation credit. Multiple credit entries may not be accumulated. | | |
| Monthly fee | 0,00 EUR | 153,51 EUR | 296,31 EUR |

10. Maintenance window, maintenance work

In order to further improve the stability and performance or to enable mechanical precautions for a flawless operation of services, regular maintenance hours are scheduled. In this time frame, periodical, scheduled and unscheduled maintenance work is carried out at the systems of Net-Spacy® and its suppliers. Potential resulting impairments of service availability are not classified as downtime and are therefore counted as performed service time.

Scheduled maintenance work, which affects or interrupts the service of a customer will be announced by Net-Spacy® at least two working days in advance. Scheduled maintenance work is normally carried out between 0:00 and 6:00 am. In exceptional cases, system maintenance may be executed during all other times, with regard to the least possible impairment of ongoing operation.

11. Provision of compensation credit in case of claim for defect

In case of non-compliance with the agreed upon Service Level, the customer is granted compensation credit by Net-Spacy® according to the following conditions:

- Compensation credit is only granted if the customer submits a request for compensation in writing by mail to Net-Spacy®. The request must be submitted within three calendar days after the end of the affected month.
- The date on the postmark is legal proof of receipt.
- Accumulated compensation credits of all Service Levels are limited to 100% of the monthly fee for the respective service per business year.

Any additional claims against Net-Spacy®, particularly regarding compensation for indirect and consequential damage (e.g. profit setbacks, business interruption, loss of data and information etc.) are only possible within the scope of liability according to the terms and conditions of Net-Spacy®.

12. Disclaimer

In case of non-compliance with the Service Level, the provider is only liable if Net-Spacy® is solely responsible for the non-compliance. This does not apply in the following cases:

- System failures not directly caused by Net-Spacy®, especially external DNS server issues, electronic attacks on the network and mail infrastructure of Net-Spacy® and failure of parts of the internet outside of Net-Spacy®'s control which could lead to alarm signaling of the customer.
- System failures caused by the customer, especially failures caused by incoming/outgoing hacker attacks (DoS) due to incorrect or insufficient maintenance of the customer's software or the operating system, installed by Net-Spacy®.
- System failures due to improper use, insufficient maintenance of the customer's software or disregard of instructions by the manufacturer or Net-Spacy®.
- System failures which have been erroneously reported to the customer due to errors in internal or external surveillance and monitoring services.
- System failures caused during maintenance windows and scheduled or unscheduled maintenance work by Net-Spacy® and suppliers.

If it can be proven that Net-Spacy® cannot be held liable for a reported defect, the customer will be charged for all costs and expenses of Net-Spacy® for troubleshooting and, if necessary, error correction.

13. 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 to finding alternate provisions that best approximate the economic purposes of the contract in the case of invalidity or nullity of individual provisions.