

# Host Europe

## Service Level Agreement

*This Service Level Agreement (SLA) is provided in English for your convenience. Please note that in case of a dispute or discrepancy between the German SLA and the English translation, the German version shall prevail.*

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## 1. Preamble

Successful outsourcing of IT services requires a transparent definition of the customer-supplier relationship. This Service Level Agreement ensures the quality of the services agreed between Host Europe GmbH and its customers by guaranteeing the service level defined below.

That service level is broken down into 2 areas:

- General service level
- Product-specific service level

The general service level applies without exception to all customers of Host Europe GmbH.

The product-specific service levels apply to the respective product selected by the customer. This Service Level Agreement will define the possible product-specific service levels. The associated values, which Host Europe GmbH guarantees to its customers, can be found in Annex A to the Service Level Agreement, which together with the Annex is an essential element of the contract between Host Europe GmbH and the customer.

Except where agreed otherwise, the version of this Agreement in force at the point in time of conclusion of contract or part of contract applies to all present and future contractual relationships between Host Europe GmbH and the customer.

Should the individual provisions within this Service Level Agreement be contradictory in one or more points, those provisions that are more favourable for the customer shall apply. Apart from the Service Level Agreement, the general and – depending on the products selected – relevant special terms & conditions of business of Host Europe GmbH shall apply.

## 2. Definitions and calculations

General enquiry	= There is no fault. The customer is asking for information, for example.
Carrier / Provider	= Company to operate telecommunication networks
Core transfer point	= Uplink port to the Internet, which connects the core network of Host Europe GmbH via the external connection with the respective active carrier ("in direction Internet")
Core measuring nodes	= Measuring nodes connected directly to a core transfer point.
Service	= The software component serving as the basis for the customer's application
Urgent fault	= The service concerned can no longer be reached
External measuring node	= Measuring node set up at an external provider or carrier ("within the Internet")
Customer	= As soon as a natural or legal entity concludes a contract concerning the products of Host Europe GmbH, an element of which is this Host Europe Service Level Agreement, that entity counts among the customers of Host Europe GmbH

Latency	= Time interval between the end of an incident and the beginning of the response to that incident
Monthly mean	= With the monthly mean one looks at the information given below for the calendar month which may have been affected by non-compliance with the service level. In principle, a calendar month consists of 30 days.
Network handover point	= Uplink port connecting the customer's service with the core network
Qualified statement	= in the best case completion of the process, but at least a statement about the next steps. Depending on the category, the qualified statement also contains information about the expected duration and scale of the fault
Response time	= Period of time in which the customer receives a qualified statement from an employee of Host Europe GmbH in response to his enquiry/report, provided that the report arrived in the correct communication channel
Data centre measuring node	= Measuring node set up in the data centre analogous to the customer environments
Round Trip Time (RTT)	= Runtime of a data package from point A to point B and back to point A
Service	= Logical unit of possibly multiple interconnected products and services
Service level	= Defined and measurable criteria for delivery of a certain service by Host Europe GmbH
Service time	= Time in which the service booked is available
Fault	= The service concerned is still reachable, but limited
Support time	= Time in which the technical customer service department is reachable on the associated communication channel
Availability	= Possibility to actually use the underlying services
Availability [%]	= $100 * ((\text{agreed service time} - \text{unscheduled downtime within the service time}) / \text{agreed service time})$ . The guaranteed availability includes time windows for planned maintenance work (see point 5). The value relates to the monthly mean.
Time to Repair (TTR)	= Time from receipt of a fault report for a selected service of the customer in the correct communication channel until repair of the fault so that the hardware or service is available and/or reachable again

## 3. General Service Level

### 3.1 Availability of data centres

#### 3.1.1 Measuring method

The availability of the data centres relates to their power supply. The power supply in the data centres is governed by appropriate technical measures. The availability is measured of at least one sub-distribution (A or B supply). To that end, various measuring points within the building are constantly monitored.

#### 3.1.2 Guarantee

Host Europe GmbH guarantees an availability of the data centres of 99.995% as a monthly mean. This service level is deemed fulfilled as long as the actual availability of the data centre does not drop below the above value as a monthly mean.

### 3.2 Availability and latency of the core network

#### 3.2.1 Measuring method

Host Europe GmbH measures the availability and latency of the network with measuring stations set up for that purpose within the core network.

The availability of the core network relates to the connection between the network handover point of the service booked by the customer and the core handover point of Host Europe GmbH. The core network is deemed available as long as at least 75% of the data centre measuring nodes can reach at least one core measuring point.

Measurement of the latency is basically based on the RTT (Round Trip Time). Latency of the core network relates to the stretch between a data centre measuring node and the nearest (best latency) core measuring node in each case.

#### 3.2.2 Guarantee

Host Europe GmbH guarantees an availability of the core network of 99.999% as a monthly mean. This service level is deemed fulfilled as long as the actual availability of the data centre does not drop below the above value as a monthly mean.

Host Europe GmbH guarantees a latency within the core network of 10 msec as a monthly mean with the availability indicated above. This service level is deemed fulfilled as long as the actual latency of the core network does not drop below the above value as a monthly mean.

### 3.3 Availability and latency of the Internet connection

#### 3.3.1 Measuring method

Host Europe GmbH measures the Internet availability with measuring stations set up for that purpose inside and outside the core network.

The Internet is deemed available as long as at least 2 data centres of Host Europe GmbH can be reached by at least one external measuring node.

Host Europe GmbH is unable to measure the latency of the Internet connection completely, as Host Europe GmbH has no access to the carrier's measurement data needed to do so. Host Europe GmbH, however, undertakes to select only such carriers as contract parties that guarantee the latencies mentioned under 3.3.2.

### 3.3.2 Guarantee

Host Europe GmbH guarantees an availability of the Internet connection of 99.999% as a monthly mean.

As regards the latency of the Internet connection, Host Europe GmbH undertakes to select such carriers that guarantee at least the following latencies:

Intra-European	< 40 msec as a monthly mean
USA, East Coast	< 70 msec as a monthly mean
USA	< 100 msec as a monthly mean

## 4. Product-specific Service Level

### 4.1 Communication channels

The general point of contact for all customers of Host Europe GmbH is Customer Service. The customer has the possibility to send enquiries and orders via the following means of communication and channels:

- E-mail
- Telephone
- Fax
- Letter
- Customer information system (Kundeninformationssystem = KIS)

The current contact data can be found on the website of Host Europe GmbH:

<https://www.hosteurope.de/Host-Europe/Kontakt/>. If in doubt, the customer can ask about the appropriate communication channel for his needs under +49 2203 9934-1040.

For placing certain orders, the customer must use the specified communication channels so that Host Europe GmbH can adhere to the guaranteed response times. These communication channels vary depending on the product selected and will be notified to the customer on placing the order.

### 4.2 Support times

The support time is the period during which the technical customer service team responsible for the relevant product can be reached via the associated communication channel.

The guaranteed support time for the various products can be found in Annex A to this Service Level Agreement.

### 4.3 Response times

The response time generally begins on receipt of the customer's report on the specified communication channel of Host Europe GmbH. The customer will be informed of the communication

channels for the relevant product upon conclusion of a contract. Should these change, Host Europe GmbH will inform the customer of this in good time. Should the report not arrive at Host Europe GmbH in the correct channel, this may cause delays. The response times are only guaranteed if the report arrives at Host Europe GmbH via the specified communication channel. The response times are categorised as follows:

- Response time for general enquiries
- Response time for faults = Service can still be reached, but availability is limited
- Response time for urgent faults = Service can no longer be reached

The reports from customers are sorted into the above categories by the employees of Host Europe GmbH based on the customer's description of the fault.

Within the established response time, the customer receives a qualified statement by an employee of Host Europe GmbH. In the best case, a qualified statement already includes the closing of the transaction, but at least an initial assessment of the report and the information on the next steps. In the event of a fault or an urgent fault, the qualified statement also includes information on the expected duration and scale of the current fault.

The guaranteed response times with regard to the product booked can be found in Annex A to this Service Level Agreement.

#### **4.4 Times to repair**

For faults and urgent faults relating to one or more services, a time to repair (TTR) may be guaranteed in addition to the response time depending on the product.

The fault reported by the customer will be resolved within the time to repair (TTR) established per product. The starting point for this time window is also receipt of the report at Host Europe GmbH via the specified communication channel.

The guaranteed time to repair for the various products can be found in Annex A to this Service Level Agreement.

#### **4.5 Hardware availability**

As long as the components of the hardware selected by the customer, which are not needed for non-redundant operation of the hardware concerned, are functioning, the hardware is deemed available. This availability is checked via monitoring systems and visual checks by Host Europe GmbH. The guaranteed hardware availability for the various products can be found in Annex A to this Service Level Agreement.

#### **4.6 Service availability**

As long as the software components of the hardware selected by the customer, which serve as the basis for the application, are functioning, the service is deemed available.

The guaranteed service availability for the various products can be found in Annex A to this Service Level Agreement.

### **5. Maintenance windows**

Maintenance windows shall be agreed for periodic, scheduled or unscheduled maintenance work on the systems of Host Europe GmbH and its suppliers, which are necessary to uphold and secure the

ongoing operation and to carry out updates or upgrades. Any limitations to the availability through such necessary work shall not be defined as downtimes.

As a rule, system maintenance is carried out on weekends between Saturday 12:00 and Sunday 12:00 or at night on any weekday in the time between 23:00 and 09:00 on the following morning. In exceptional cases, system maintenance may be carried out at any other times with due consideration for the lowest possible limitation of ongoing operations. Host Europe GmbH will inform the customer of scheduled system maintenance as early as possible.

## 6. Non-compliance with Service Level

Should the guaranteed service levels not be complied with, Host Europe GmbH allows the customer a credit note on its customer account as long as the customer has notified Host Europe GmbH of this in written form by letter or fax within one month of the end of the calendar month for which it is requesting the credit note. In principle, this credit note can be requested only after the end of the month affected by the non-compliance. Definitive to timely receipt is the date of posting or receipt of the fax.

This matrix shows how high the credit note is on non-compliance with the various availability and latency levels:

Guaranteed value of service level as a monthly mean	99.999%	99.995%	99.99%	99.95%	99.9%	10 msec	Credit note relative to one monthly rent
Availability / Latency	< 99.999%	< 99.995%	< 99.99%	< 99.95%	< 99.9%	> 10 msec	5%
	< 99.998%	< 99.991%	< 99.97%	< 99.91%	< 99.8%	> 12 msec	10%
	< 99.995%	< 99.981%	< 99.94%	< 99.81%	< 99.6%	> 14 msec	25%
	< 99.991%	< 99.963%	< 99.89%	< 99.63%	< 99.3%	> 16 msec	50%
	< 99.981%	< 99.926%	< 99.78%	< 99.26%	< 98.5%	> 18 msec	75%
	< 99.963%	< 99.852%	< 99.56%	< 98.52%	< 97.0%	> 20 msec	100%

The following applies with regard to non-compliance with the service level relating to response times and times to repair: Per half hour of non-compliance with the indicated guarantees, Host Europe GmbH will allow a credit note at the level of one day's rent (= 1/30 of the monthly rent) for the service concerned.

In principle, the maximum level of the credit note amounts per month to 100% of the monthly rent for the service concerned.

Further-going claims against Host Europe GmbH, in particular those for compensation of indirect and consequential losses, such as missed profits, business interruption, loss of data and information etc., are possible only within the context of the liability under the General Terms & Conditions of Business of Host Europe GmbH.

## 7. Liability disclaimer and limitation

Any liability on the part of Host Europe GmbH for non-compliance with the service level shall be given only if Host Europe GmbH was responsible for the non-compliance. In particular, Host Europe GmbH shall not be liable for:

- Downtimes for which Host Europe GmbH is not directly responsible, in particular external DNS and routing problems, attacks on the network and/or e-mail infrastructure of Host Europe GmbH (DDoS/viruses) and downtimes of parts of the Internet outside the control of Host Europe GmbH, which may lead to erroneous measurements of the customer.
- Downtimes for which the customer is at fault, in particular downtime caused by incoming / outgoing hacker attacks (DDoS) due to faulty or inadequate maintenance of the customer's own hardware and software.



- Downtimes based on the fact that the customer's own hardware or software was used or repaired improperly or systems were not installed, operated and maintained according to the guidelines of the manufacturer or Host Europe GmbH.
- Downtimes erroneously reported to the customer due to errors with internal or external monitoring services.
- Downtimes as a result of maintenance windows of Host Europe GmbH or its suppliers.

## 8. Severability

Should individual provisions of this Service Level Agreement be or become, in full or in part, ineffective or inoperable, this shall not detract from the effectiveness of the remaining provisions of the contract concerned.

## Annex A – Part 1 to the Host Europe Service Level Agreement

Performance values of support packages				
	General enquiry	Fault	Urgent fault	
Support time	Monday to Friday 09:00 – 17:00	Monday to Friday 09:00 – 17:00	24/7	
	Response time*	Response time*	Response time*	Time to repair*
Support package	Standard	Standard	Standard	Standard
Domain Basic; E-Mail Basic; E-Mail Business; Homepage-Baukasten; Hosted Exchange; O365; Online-Shop; WebHosting; WP-Hosting; cPanel WebHosting; cPanel WebServer;	12 hrs.	12 hrs.	2 hrs.	8 hrs.
Dedicated Root Server; Dedicated Server MailServer; Private Cloud Server; Root Server; Virtual Server; WebServer; WP Server;	12 hrs.	12 hrs.	2 hrs.	6 hrs.
WebServer Dedicated; MailServer Dedicated;	12 hrs.	12 hrs.	2 hrs.	4 hrs.
Backup Storage; Cluster IP; Monitoring; Online Backup; Professional Backup;	6 hrs.	6 hrs.	2 hrs.	4 hrs.

\* The specified reaction time/recovery time refers to the booked support hours. We cannot guarantee a definitive reaction time/recovery time outside the support hours.

## Annex A – Part 2 to the Host Europe Service Level Agreement

Host Europe SLA – Product-specific values	
	Hardware availability (as monthly mean)
WebServer Dedicated (Basic und Medium); MailServer Dedicated (Basic und Medium);	99.95 %
WebServer Dedicated (Premium und Supreme); MailServer Dedicated (Premium und Supreme);	99.99 %
	Service availability (as monthly mean)
Domain Basic; E-Mail Basic; E-Mail Business; Homepage-Baukasten; Hosted Exchange; O365; Online-Shop; Virtual Server; WebHosting; WP-Hosting; cPanel WebHosting; cPanel WebServer;	99.9%
Dedicated Root Server; Dedicated Server MailServer; Private Cloud Server; Root Server; WebServer; WP Server; Backup Storage; Cluster IP; Monitoring; Online Backup; Professional Backup;	99.95%