

■ PlusServer AG

# Service Level Agreement

Germany, Version 3.2-EN, as of July 15, 2009

■ PlusServer AG

Daimlerstrasse 9-11

50354 Huerth

Germany

Tel. +49 22 33 – 612 4300

Fax +49 22 33 – 612 5140

[www.plusserver.com](http://www.plusserver.com)

# ■ Service Level Agreement



Germany, Version 3.2-EN, as of July 15, 2009

## Service Level Agreement (SLA)

Please note: This is a translation of a German document. Errors and omissions excepted. Legal basis for the contractual relationship is the German original document.

### 1. Scope of Application

This Service Level Agreement is valid for the allocation and operation of all products and services of PlusServer AG. The products and services are specified in the respective product descriptions.

### 2. General Clauses

**2.1** PlusServer grants its customers credit notes, if the availabilities, terms or recovery times stated in this document are not complied with.

**2.2** The valid service level for each service can be obtained from its current product description.

**2.3** Exceptions are those cases caused by:

**2.3.1** force majeure;

**2.3.2** the customer's own fault, or of his employees or auxiliary persons;

**2.3.3** unavoidable service impairments due to changes in the service, which have been ordered by the customer, or have become mandatory because of legal or regulatory demands;

**2.3.4** scheduled maintenance work by PlusServer.

**2.4** The total amount of credit notes from PlusServer to a customer for the above reasons is restricted per service and business year to a monthly fee for the respective service.

### 3. Technical Support

**3.1** PlusServer offers its customers technical support via phone hotline and ticket system.

**3.2** The tech support department can be reached twenty-four-seven at the following numbers:

**Support Hotline**

**0800 - 758 77 37**  
**(free call within Germany)**

**+49 2233 - 612 4444**  
**(from abroad)**

Experienced system administrators answer all customer calls and can act immediately to solve the problems and eliminate their causes.

**3.3** In the secure customer area at <http://member.plusserver.de>, PlusServer customers can create written requests to the support department by using the ticket system. Please note that between midnight and 7 am no written requests will be dealt with. Please make use of the phone hotline during this period.

# ■ Service Level Agreement



Germany, Version 3.2-EN, as of July 15, 2009

## 4. Date of Allocation

- 4.1. If PlusServer should be in default with the service allocation, PlusServer will grant the customer a credit note amounting to 5 % of the monthly fee for the respective service per working day or parts thereof (working days are Monday, Tuesday, Wednesday, Thursday, Friday, not including nationwide or regional holidays) until service allocation is performed.
- 4.2. The amount of the credit note is limited to one monthly fee.

## 5. Hardware Availability

- 5.1. PlusServer guarantees a perfect functionality of the hardware, which is made available for the customer on the basis of a valid contract. If hardware failures should occur, serverloft guarantees a hardware replacement within four hours.
- 5.2. The downtime begins at the point of time, when the customer reports a failure by phone and the support department opens a respective ticket. Thus, the failure report is recorded in the ticket system. The service level is not granted for failure reports by fax, e-mail or tickets created by customers.
- 5.3. The customer will be informed by the support department after fault clearance and replacement of defective hardware where necessary. The ticket will be closed at the same time. The time of this action determines the restoration of hardware availability.

Guaranteed Hardware Replacement	Exceedance from	to	Credit note related to a monthly fee
within 4 h	1 min	30 min	10 %
	31 min	60 min	25 %
	61 min	120 min	50 %
	121 min	180 min	75 %
	181 min		100 %

# ■ Service Level Agreement



Germany, Version 3.2-EN, as of July 15, 2009

## 6. Network Availability

- 6.1. The availability of PlusServer's IP network amounts to 99.99 % annual mean.
- 6.2. The PlusServer IP network comprises all routers, core switches and end switches, which enable connection to the global network internet.
- 6.3. If the minimum availability specified for the agreed service level is fallen short of, PlusServer will grant the customer a credit note amounting to:

Service Level (Availability)	Availability from	to	Credit note related to a monthly fee
99.99 % p. a.	99.99 %	99.95 %	5 %
	99.95 %	99.90 %	10 %
	99.90 %	99.80 %	25 %
	99.80 %	99.70 %	50 %
	99.70 %	99.60 %	75 %
	99.60 %		100 %

## 7. General Service Availability

### 7.1. General Service Availability with Redundancy

- 7.1.1. The guaranteed availability of the allocated services amounts to 99.95 % annual mean.
- 7.1.2. All services are conducted and allocated with redundancy.
- 7.1.3. If the specified minimum availability is fallen short of, PlusServer will grant the customer a credit note amounting to:

Service Level (Availability)	Availability from	to	Credit note related to a monthly fee
99.95 % p. a.	99.95 %	99.90 %	5 %
	99.90 %	99.85 %	10 %
	99.85 %	99.75 %	25 %
	99.75 %	99.65 %	50 %
	99.65 %	99.55 %	75 %
	99.55 %		100 %

# ■ Service Level Agreement



Germany, Version 3.2-EN, as of July 15, 2009

## 7.2. General Service Availability without Redundancy

**7.2.1.** The availability of all products and services, which – by specific request of the customer – are allocated without redundancy, amounts to 99.5 % annual mean.

**7.2.2.** If the specified minimum availability is fallen short of, PlusServer will grant the customer a credit note amounting to:

Service Level (Availability)	Availability		Credit note related to a monthly fee
	from	to	
99.50 % p. a.	99.50 %	99.45 %	5 %
	99.45 %	99.40 %	10 %
	99.40 %	99.30 %	25 %
	99.30 %	99.20 %	50 %
	99.20 %	99.10 %	75 %
	99.10 %		100 %

## 8. Maintenance Hours, Maintenance Work

In order to further improve the performance and stability of the services, or to enable mechanic precautions for a flawless operation of the services, maintenance hours are scheduled. Periodic, scheduled and unscheduled maintenance works are carried out at the systems of PlusServer and its suppliers during this period. Any influences on the service availability resulting from this maintenance work are not regarded as downtimes, but are counted as full availability.

PlusServer announces scheduled maintenance, which has an effect on or disturbs the customer's services, at least three days in advance. Scheduled maintenance works are normally carried out between midnight and 6 a.m. In exceptional cases, system maintenance can be carried out at all other times as well, but having regard of the least possible influence on running operations.

## 9. Grants of Credit Notes in Cases of Warranty Claims

If falling below the agreed service level, PlusServer grants a credit note to the customer according to the following conditions:

- Credit notes are only granted, if the customer asserts his claim in writing by mail within five calendar days after the end of the month, for which the credit note shall be granted.
- The date on the postmark is significant for proving that the claim was dispatched in due time.
- The accumulated credit notes for all service levels are limited to 100 % of the monthly total fee for the respective service per business year.

Any further claims against PlusServer, especially regarding compensation for indirect or consequential losses, e.g. profit setbacks, business interruption, loss of data or information, are only valid within the scope of liability according to the Terms and Policies of PlusServer AG.

# ■ Service Level Agreement



Germany, Version 3.2-EN, as of July 15, 2009

## 10. Disclaimer

A liability of the provider for noncompliance with the service level is only given if PlusServer is solely responsible for the noncompliance. The liability applies especially not to:

- Deficiencies, for which PlusServer is not directly accountable, especially external DNS server problems, electronic attacks on PlusServer's network or mail infrastructure, and failures of parts of the internet not under the control of PlusServer, which may cause alerting measurements on the part of the customer.
- Deficiencies caused by customers, especially breakdowns due to incoming or outgoing hacker attacks (DoS) resulting from faulty or insufficient maintenance of the customer's software or the OS installed by PlusServer.
- Deficiencies resulting from incorrect usage of customer-owned software or from software having been installed, operated and maintained without regard of the manufacturer's or PlusServer's guidelines.
- Deficiencies that have been misleadingly reported to the customer by internal or external monitoring services.
- Deficiencies that have been caused by maintenance hours and scheduled or unscheduled maintenance work by PlusServer or its suppliers.

If PlusServer can prove for any asserted claim by a customer that it is no valid warranty claim, the error diagnostics and trouble shooting will be at the expense of the customer.

## 11. Severability Clause

Should any individual provisions of this Service Level Agreement be or become invalid, either in part or in full, or impracticable, this will not affect the validity of the individual contracts' other provisions. The same will also apply in the event of any unintended omissions. The invalid or impracticable provision or the omission will be replaced by a ruling that is as close as possible in economic purpose to the invalid or impracticable provision, which would have been agreed upon by both parties.

# ■ Service Level Agreement

Germany, Version 3.2-EN, as of July 15, 2009



**Address:**  
PlusServer AG  
Daimlerstrasse 9-11  
50354 Huerth  
Germany

**Contact:**  
Phone +49 22 33 – 612 4300  
Fax +49 22 33 – 612 5140  
[www.plusserver.com](http://www.plusserver.com)

**Management:** Jan Osthues, Jochen Berger, Thomas Strohe  
**Supervisory Board:** Claudius Schmalschlaeger (Chairman)  
**Trade Register:** HRB 58428, Local Court Cologne  
**Sales Tax ID:** DE 216740823