

## 1. Scope of Application / Preamble

The following service level agreement has been put together to give a clear and transparent overview about the scope of our services to our customers. It guarantees the quality of performance for providing and operating all products managed by Keyweb based on defined and measurable criteria.

In addition to the service level agreement the general terms & conditions of Keyweb also apply.

## 2. Provision of the Services

In everything we do we always endeavour to deliver the services that you ordered as quickly as possible. We guarantee you the following provisioning times:

- **Domains:** the same working day (ordered by 12 pm)
- **Root Virtual Server:** within 24 hours (working days)
- **Root Dedicated Server:** within three to five working days
- **Cloud Server:** within three to five working days

## 3. General Channels of Communication

The first and general contact for all our customers is our customer service department. Enquiries and orders can be made by email, telephone, by fax or letter, and via the ticketing system of the KeyControl Panel (KCP).

You can reach our customer service Mondays to Fridays from 8 am to 5 pm by phone. We will answer your email and ticketing queries concerning product and contract related questions during working days within a few hours, but will give you an answer within 24 hours at the latest. All customer enquiries are dealt with aiming at providing an answer or solutions in the fastest possible time.

The latest current information about how to contact us and about our opening/service times can be found on our website under **Help & Contact**.

We kindly ask our customers to use the communication channels suggested for the respective types of requests/orders, so that Keyweb can adhere to the response and processing times that we guarantee you in our SLA.

## 4. Availabilities

### 4.1. Network Availabilities

We reach a proven 99.9% annual average availability of all our services offered. The availability of the respective services is measured with internal and external measuring stations specially set up outside of our own network, and a 24/7 monitoring system checks the functionality and quality of our hardware around the clock.

Taking into consideration certain time slots for planned annual maintenance works, we guarantee you an annual average availability of the services offered of 99%.

Should the minimum availability quota agreed under a customer's service level not be met, we shall grant our customer a credit note.

## 4.2. Hardware Availability

Keyweb ensures the faultless functionality and a 99.5% availability of the hardware used for the customers' servers. The functionality and quality of our hardware is checked at regular intervals. Furthermore, Keyweb deploys 24/7 monitoring systems for the continuous surveillance of all hardware.

Customers with dedicated servers who notice a fault with their server during peak hours (Monday to Friday between 7 am and 11 pm) must report this fault to the Keyweb support. To do this, the customer must open a ticket. A Keyweb technician will check if the problem is caused by a hardware defect. In the ticket the technician will inform the customer about the cause and the solution. The downtime starts from the time when the cause has been determined by the Keyweb technician.

Keyweb AG guarantees to replace the hardware or, if necessary, to provide an equivalent replacement machine within 60 minutes. Once the fault has been rectified, the ticket will be closed. The time of this action defines the restoration of hardware availability.

In the event of the guaranteed timeframe of 60 minutes being exceeded for exchanging the hardware or if the guaranteed hardware availability of 99.5% is not being met, Keyweb shall grant its customers a credit note.

## 5. Included Support Services

As part of the managed services the customer receives, upon request, extensive technical support services free of charge.

The following services are included in the packages:

- 24/7/365 centralised telephone and ticket system support
- server restart
- installation and configuration of the operating system
- installation of programming languages Perl, PHP, Python, Ruby
- installation and configuration of Firewall software such as iptables, ufw etc.
- installation and configuration of FTP servers
- installation and configuration of SMTP servers
- installation and configuration of SSL certificates
- installation and configuration of name servers
- installation of updates after consultation
- distributions upgrades
- consulting, planning and installing your backup solution
- monitoring of supported services
- help with problems with applications and services (in as far as is possible)
- support in spotting and combating security-specific risks

**Note:** The above named services will only be brought by Keyweb AG technicians upon the express request being received from the customer.

## 6. Technical Support

Technical support refers to support services as offered by Keyweb. The technical support team will also be happy to assist with any questions and problems as long as these fall into their area of expertise.

Technical customer support is available to you by phone or ticketing system 24/7/365.

Experienced system technicians will give you technical support directly via our Keyweb support hotline +49 (0)361 6585330. You can send the support team your questions in writing or report any faults via the ticketing system <https://kcp.keyweb.de>.

For enquiries that go beyond general technical advice or which require a more in-depth investigation please always open a trouble ticket, even if a telephone enquiry has already been made. Your customer number, and possibly also access information, will be needed to ensure a smooth process and documentation of the problem.

If the customer believes to be having an emergency situation, they are required to also notify us and report the fault by telephone as well as issuing a trouble ticket. After 6 pm, during night-time hours and at weekends and public holidays the guaranteed response time can only be guaranteed, if the emergency notification has been received both via ticketing system and over the telephone support hotline. The fault notification is being documented, not least in order to adhere to our promised response times. After the fault has been remedied the customer will be informed by the support team and the ticket is closed simultaneously.

### 6.1 Technical Support outside business hours

The Keyweb support is also available for the customer outside the business hours from Monday to Friday 11 pm to 7 am, on Saturdays, Sundays and public holidays.

If the customer opens a normal ticket during these times, this ticket will be answered by Keyweb AG technicians within the business hours. If the customer wants their request to be processed immediately and during off-peak hours, they can open an emergency ticket. When the emergency ticket is opened, the customer is informed about possible costs and actively confirms them. Costs may be incurred and charged if the fault was caused by the customer.

## 7. Response Times Technical Support

The response times describes the period of time that passes from the point of orderly notification of the fault or the support request by the customer to the point of a Keyweb employee answering the notification/request. To this end response times shall only be guaranteed, if the notification is received by Keyweb via the aforementioned means of communication (see point 5).

At Keyweb each individual notification is taken seriously and is regarded as important, irrespective of the product concerned. With the aim of resolving the problem or dealing with the request as quickly as possible each customer receives a competent statement from a Keyweb technician within 30 to 120 minutes. In the ideal scenario the technician's statement already tells the customer that the problem has been resolved, but at the very least the technician will give an assessment of the fault reported and explain the further action that will be taken. In the event of an interruption to services the statement will also contain information about the anticipated duration and the extent of the interruption in question.

## 8. Maintenance Windows and Maintenance Works

Regular maintenance works serve to increase the performance capability and stability of the services or serve to carry out the measures required to keep the operating system running and be able to provide the services. For this purpose maintenance slots have to be agreed. During these time slots periodical, planned and unplanned maintenance works are carried out on the equipment and facilities of Keyweb and those of their suppliers. Any impairment of availability that potentially arises as a result of such works is not defined as outage or downtime and such times are therefore still regarded as service times.

Works that can be planned beforehand and which may impair or interrupt the service to our customers will be announced to you at least 7 working days beforehand. These works are generally carried out during night-time hours between 1 am and 6 am. In very exceptional circumstances it may be necessary to carry out maintenance works during any other given time as well – should this be the case we will endeavour to cause minimal interruptions to ongoing operations.

## 9. Non-fulfilment of Service Level

In the event of not reaching the guaranteed service level, Keyweb shall give its customer a credit note. The demand for a credit note must be made by the customer within 14 calendar days after the end of a calendar month for which the credit note is being claimed; the claim must be sent to Keyweb in writing either by post or by fax. Decisive for the timely receipt of the credit note claim at Keyweb is the date of the postage stamp or the recorded fax date.

The amount of the credit note is calculated based on the downtime incurred. The credit note for non-fulfilment of service level is 1/30 of the monthly fee for the respective services per half hour of non-fulfilment of contractually guaranteed services; however, the maximum that can be claimed is 50 % of the monthly rental fee.

Any further claims against Keyweb AG, in particular for reimbursement of indirect damages or subsequent damages, e.g. loss of profit, operational interruptions, loss of data and information etc., are only permissible if covered under Keyweb AG's general terms & conditions.

## 10. Hints and Exclusions

Keyweb AG shall only be liable for an underutilisation or non-fulfilment of service levels if Keyweb AG is solely responsible for the non-fulfilment.

Exempt from this Service Level Agreement are events and their aftermaths that fall under acts of "force majeure" as defined in our T & Cs.

Keyweb cannot be held liable for outages/downtimes that are caused by matters that fall outside of the Keyweb's sphere of influence and which may cause customers to send alarm notifications to Keyweb, in particular those caused as a result of external DNS routing problems, virtual attacks on the network or mailing infrastructure of Keyweb leading to outages of parts of the internet. Furthermore, Keyweb shall not be held liable for any outages/downtimes caused by customers themselves – these include outages/downtimes caused by incoming/outgoing hacker attacks (DoS) due to faulty or insufficient maintenance of the customer's own software or the operating system installed by Keyweb and outages/downtimes that can be traced back to software not having been used, installed, operated or maintained properly. Keyweb shall also not be liable for any

outages/downtimes which arise due to mistakes during internal or external surveillance and monitoring services being notified to the customer erroneously, nor for interruptions that are incurred as a consequence of maintenance windows and planned or unplanned works by Keyweb or its suppliers.

## 11. Severability Clause

Should individual clauses in this service level agreement be wholly or partially legally ineffective or unfeasible, the effectiveness of the remainder of clauses in the respective individual contracts shall remain unaffected by this.

The same shall apply in the event of the respective contract having any gaps in the provisions. Instead of the missing or ineffective clause, a clause shall be deemed agreed that closely resembles the economic intentions which the contract parties had in mind originally. Instead of the ineffective or unfeasible clause – or to fill the missing clause – a clause shall be deemed agreed that, in as far as is legally possible closely resembles the intentions that the contract parties had in mind originally.

### Definitions

Requests	Enquiries A customer requests, for example general information or information about technical aspects. There is no malfunction.
Outage/Downtime	Downtime is the period of time in minutes, during which a service is impaired and this impairment has not been caused by the customer.
Availability	<p>Availability refers to the percentage of time within a calendar month or the average percentage share within a year during which the agreed service was not impaired by any outage/downtime.</p> <p><b>Formula:</b> Availability [%] = <math>100 * ((\text{agreed service time} - \text{unplanned downtimes within the service time}) / \text{agreed service time})</math></p>
Fault repair	The fault repair is the period of time during which the problem or fault is being remedied.
Interruption	The affected service does not work to full effect.
Emergency	The affected service does not work at all.
Night-time hours	Night-time hours refer to the period between 11 pm and 7 am.
Response time	The response time is the period of time that passes between a fault having been reported/a support request has been made, until the customer receives a qualified reply from a Keyweb employee.
Service time	The service time is the time in which the service ordered is available.