

SLA CLOUD

ENTERPRISE BASIC

This service agreement between the customer and Global Access Internet Services GmbH (Global Access) regulates the conditions under which Global Access will perform the services specified in the customer order after acceptance of the respective order.

1. CLOUD SERVICES

Global Access provides its customers with various IT infrastructure services within the context of cloud. These are specifically comprised of: virtual systems with defined resources (CPU, RAM, storage), Internet connection, a management portal that is accessible from the Internet, security as a service (such as firewall services, malware protection, backup services) and physical dedicated server systems.

To support the operation of the systems on the operating system and application level, admin services are offered.

The services are performed in accordance with ISO 27001 on the basis of IT basic protection (BSI), DIN EN ISO 9001:2015 (quality management) and ISO / IEC 27001:2015 (IT security management) certified data centres.

2. DEFINITIONS

2.1. Response time

Time within the service availability, in which the fault rectification can be started after receipt of the notification.

2.2. Availability

The calculation of availability takes place as follows: % availability = $(1 - (\text{sum of the minutes in which a service had a complete failure} / \text{sum of the minutes in a year})) \times 100$. The least 12 months prior to any failure and not the calendar year, are calculated. With the calculation of the failure time, the following are not taken into account:

- planned interruptions due to maintenance work within a maintenance window outside of the conventional business hours, if announced by Global Access with a lead time of seven (7) calendar days.
- planned interruptions due to emergency maintenance activities (urgent activities that could lead to a significant impairment of the service availability in the event of nonimplementation) within a maintenance window outside of the conventional business hours.
- loss of time due to other reasons, which are not under the control of Global Access (e.g. force majeure)

2.3. Priority 1 problems

Problems of critical importance that have an influence on the entire system availability and must be immediately rectified at any time. Example for a Priority 1 problem:

- Complete service failure of the CPU, RAM and storage services on all customer systems

2.4. Priority 2 problems

Problems of major importance with an influence of system availability, which require attention at short notice, but are less critical than Priority 1. Examples of Priority 2 problems are:

- poor performance
- Failure of the management environment
- Service failure or impairment of the CPU, RAM and storage services on individual noncentralised customer systems

2.5. Priority 3 problems

Problems of moderate to low importance without a significant influence on the system function. These problems are tolerable during system use and basically have no significant influence on the normal operation. Examples of Priority 3 problems are:

- Failure of the monitoring and settlement environment and the ticket system Functional defects of the management environment

2.6. MTTR

Mean Time to Restore, over the year and all fault messages, to which this SLA applies, equally distributed averaged time, within which a reported fault must be rectified. The points in time in the ticket system are relevant, which indicate the opening of the call/rectification of the fault. Times are not included, in which the customers or third parties for which Global Access is not responsible, are responsible for delays with the fault rectification.

3. FAULT RECTIFICATION AND NOTIFICATION

Global Access immediately rectifies faults in its technical facilities within the context of its technical and operational possibilities. Faults are determined by the Global Access monitoring equipment or reported by the customer. The fault ends with the complete restoration of the contractually arranged service.

With this, Global Access particularly performs the following services:

3.1. Fault diagnosis and fault rectification by Global Access

During its business hours (working days Monday to Friday between 8:00 a.m. and 5:00 p.m.) Global Access will notify the customer within 60 minutes after diagnosis of a Priority 1 or Priority 2 fault.

The notification shall take place by telephone, fax or e-mail and contains the following details: List of the affected systems, possible causes of errors and anticipated duration of failure. If an excess of the anticipated failure duration specified in the error message is identifiable, the customer shall immediately receive an interim report. Otherwise, interim reports will take place as described in the fault rectification paragraph and the subsequent table. Directly after the fault rectification, a report also takes place to the customer with specification of the error cause.

3.2. Acceptance of fault reports to the customer via hotline

The technical fault acceptance service of Global Access can be reached 24 hours a day, 365 days a year, at service telephone number +49 89 12189121.

The contracting partner reports the faults by specifying all of the required data for fault rectification and providing the name and telephone number of the reporting party. Global Access will open a call with a reference number (call number) regarding the reported fault. The call number of the fault is notified to the customer and must always be provided with all queries.

3.3. Global Access fault rectification

After a fault diagnosis or fault report, Global Access begins with the problem analysis and error rectification. The reaction time depends on the priority of the fault that has occurred. In the following matrix, the reaction times, MTTR and interim reports to the contracting party are shown in accordance with the individual priorities.

	PRIORITY 1	PRIORITY 2	PRIORITY 3
Service readiness	Mon-Sun 0-24h	Mon-Sun 0-24h	Mon-Sun 0-24h
Average response time	30 min	60 min	240 min
MTTR	4h	8h	48 h
Interim reports	1h	4h	24h

4. AVAILABILITY

Insofar as another value has not been assured in writing, the average annual availability is at

- virtual systems 99.99 %
- dedicated physical systems 99.5 %.
- management system, monitoring and settlement environment, ticket system 99.0 %.

Maintenance activities on redundantly designed systems are always structured such that the operation can be maintained with the redundant infrastructure. If technical exceptions should be required, these must be agreed with the customer.

Global Access is not responsible for the following service disruptions:

- Any fault, non-availability, delay or other quality reduction of the service, which is caused by force majeure
- Service faults for which the customer is responsible or which are caused by installations provided by the customer
- Any fault, non-availability, delay or other quality reduction of the service, which are caused by third parties – with the exception of sub-contractors of Global Access. This particularly applies to traffic handover points controlled by other network operators or by third parties, installations or power supply services of third parties or service disruptions caused by third party fibre disconnections.

5. CREDIT NOTES

Services are performed with the service level specified under Chapter 5. In the event of nonfulfilment of a specific service level in a specific month, Global Access shall grant the customer a credit note in accordance with the conditions below:

- The credit notes of a month are limited to the total amount of the current monthly fee for the last month for the affected service.

If the service is not available due to a service disruption for which Global Access, which is applied to the monthly fee for the affected service and the amount of which is calculated on the basis of the following table, based on the total duration of the non-availability during the course of a day:

DURATION OF THE NON-AVAILABILITY	AMOUNT OF THE CREDIT NOTE
0:00 – 15:00 minutes	30 minutes
15:01 – 45:00 minutes	1 hour
45:01 minutes – 8:00 hours	8 hours
8:01 – 12 hours	12 hours
12:01 – 16 hours	16 hours
16:01 – 24 hours	1 day
1 – 3 days	7 days
4 – 7 days	14 days
> 7 days	1 month

The customer's compensation claims over and above this, particularly consequential damage of a tangible or intangible nature, are excluded.