

## SERVER SOLUTIONS

### 1. PREAMBLE

The server solutions of InterNetX GmbH are intended to assure the customer the maximum of protection, availability and performance. This Service Level Agreement („SLA“) governs the qualities of service to be provided by InterNetX and the performance characteristics of the Munich data center. You can obtain an overview of the „facts, figures and data“, „security on-site“, „power supply systems“ and cooling and climate control systems“ on the Internet from the InterNetX website: [www.internetx.com](http://www.internetx.com) (under the links „InterNetX“: „First-Class Data Center“). The InterNetX Terms and Conditions apply and can also be downloaded from [www.internetx.com](http://www.internetx.com).

### 2. SUBJECT AND SCOPE OF AGREEMENT

This SLA is applicable, unless otherwise determined below or in detail, to the product range of server solutions, and it supplements the corresponding service agreement with the customer. This SLA is not transferable to other product ranges.

### 3. SUBJECT AND SCOPE OF AGREEMENT

At the Munich data center, InterNetX provides services of the highest quality and security. The following precautions assure, amongst other benefits, the security of customers' data and the availability of contractually required services:

#### 3.1 Protection on site – building, industrial and technical measures:

- 24 x 365 / 366 security on site
- Access control systems (Biometric)
- Closed-circuit video monitoring system in the building
- Movement detection systems, infrared sensors, light sensors
- Monitoring from two independent fire warning systems, early warning system (VESDA)
- Firewalls and fire doors, F90
- Inergen fire extinguisher system
- Direct connection to the fire department
- Climate control with two separate cooling circuits (n+1)
- Redundant cooling and climate control system

#### 3.2 Protection and availability of internal network infrastructure:

- Segmentation of networks and strict separation of the various data flows
- Network monitoring with in-house network operation center (NOC)
- Daily backup of in-house systems
- Utilisation of firewalls at relevant network points
- Emergency plans and manuals
- Exclusive utilisation of branded components

#### 3.3 Availability of external network connection:

- Redundant IP connection (BGP) of data center
- Multiple gigabit total capacity for IP services
- Redundant fibre optic feed with multiple uplink connections

## 4. GARANTEED SERVICE LEVELS

### 4.1. Availability of network

Service times: **24 h – 365 / 366 days per year**

Network availability refers to availability of the Internet connection.

### 4.2. Replacement of defective hardware

Service times: **24 h – 365 / 366 days per year**

The „mean time to repair“ (MTTR) refers to the period which InterNetX needs in order to replace defective hardware with functional hardware. The maximum service level is four hours (with effect from availability of diagnosis of the affected system). This service level is applicable to dedicated servers only in respect of hardware which is provided by InterNetX for the customer under a separate agreement.

After completion of troubleshooting (including any rectification of the defect in the affected hardware and the initiation of server re-start), InterNetX will inform the customer and conclude the definitive period applicable to this service level. The period of time which the server needs for booting up (starting) the operating system or for any necessary re-installation of software (or the loading of backup data) should not extend the definitive period.

### 4.3. Guaranteed bandwidth

Servers are connected to the Internet backbone of InterNetX – unless otherwise agreed in the service contract – via an interface with a total line capacity of 100 MB/second, or – in the case of dedicated servers – 1000 MB/second. InterNetX guarantees that the physical network connection from the interface as far as the Internet backbone does not comprise any line components or other parts (such as switches) of lower capacity which would reduce bandwidth.

### 4.4. Soft-Reboot / Neustart bei dedizierten Servern

Service times: **24 h – 365 / 366 days per year**

Fault reporting or monitoring will be conducted by the customer.

The maximum service level is 30 minutes (with effect from notification of the fault by the customer). This refers to the time taken by InterNetX for the re-start of the customer's server. After this is done, InterNetX will inform the customer (usually by email) and thereby conclude the definitive period for this service level. The period of time which the server needs for booting up (starting) the operating system should not extend the relevant period.

## SERVER SOLUTIONS

### 5. SERVICING WINDOW

There is an agreed servicing window for periodic, planned or unplanned maintenance work on systems by InterNetX and/or its suppliers as required for maintenance & protection of ongoing operation or the implementation of updates or upgrades. Any disruptions to availability because of such activities should not be assessed as dropout times, but counted as servicing time spent.

Servicing and testing are implemented during low activity times. Only in particular exceptional cases should servicing of the system also be conducted at other times, and then care must be taken to minimise the inconvenience to the customer. Wherever possible, servicing windows are notified in advance; to that extent, InterNetX will inform the customer of planned system servicing activities in good time.

Furthermore, in the context of investigation of emergency concepts, it is necessary to simulate these twice per year. These include necessary tests of the uninterruptible power supply, the climate control and fire safety equipment and the other items of infrastructure and any critical infrastructure changes (e.g. power switch-over) which may be required. For this purpose, InterNetX will be allotted two appointment times on a regular basis.

### 6. FORCE MAJEURE

To the extent that InterNetX assures levels of availability or makes any performance agreements, the corresponding above-mentioned obligations shall be suspended in the event of catastrophes („force majeure“).

„Force majeure“ relates to all circumstances independent of the intentions and outside of the control of the parties to contract, such as natural catastrophes, governmental intervention, decisions on the part of the authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockout and other industrial unrest, confiscation, embargo or other comparable situations which are unforeseeable, serious and not arising as the result of the fault of the parties to contract, and which occur following the negotiation of the service agreement with the customer.

### 7. EXCLUSION OF LIABILITY

In other respects, the liability of InterNetX upon falling short of service levels or failing to fulfil them can only be engaged if InterNetX was exclusively responsible for the shortfall or failure. Consequently, this particularly does not apply in the following cases:

- Failures which are not the fault of InterNetX, particularly external DNS routing problems, virtual attacks on the network or mail infrastructure and all failures in parts of the Internet outside of InterNetX's control.
- Failures arising because the customer's own software has been inexpertly used or repaired and/or systems (scripts, programmes etc.) have not been correctly installed, operated and cared for.
- Failures which are reported incorrectly to the customer because of errors in internal or external monitoring services.
- Failures caused by servicing windows or in the context of emergency concept testing.

### 8. CHANGES IN SERVICES

SLA services are free of charge to the customer. Consequently InterNetX reserves the right to modify individual services or all services, or discontinue them.

### 9. SALVATION CLAUSE

If individual provisions of this SLA should be wholly or partially invalid or become so, then this shall not affect the validity of the other provisions. The same shall apply in the eventuality that this SLA should comprise a loophole. In place of the invalidated provision or to fill the loophole, there should be enshrined a reasonable and effective provision which equates as closely as possible to the financial purpose of the provision which proved to be invalid.