



Service Level Agreement (SLA)

of

PlusServer GmbH
- hereinafter referred to as the 'PlusServer' -

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1. Preamble

This Service Level Agreement (“SLA”) governs the availability of the services provided by PlusServer and specified in more detail in the main agreement and the service specifications. The values applicable for a service/product from case to case are listed in **Annex A** of this service level agreement.

This does not apply to cases that are attributable to:

- Force majeure;
- Culpable conduct of the customer, his employees or subcontractors;
- Unavoidable service disruptions due to changes to the service ordered by the customer or that have become necessary due to legal or regulatory requirements;
- Planned work carried out by the PlusServer

2. Definitions

2.1 Availability and latency of the Internet connection

The internet connection is deemed available while the AS (Autonomous Systems) of PlusServer can be accessed through at least one external carrier. The latency of the Internet connection cannot be fully measured by PlusServer, as PlusServer does not have access to the necessary measurement data of the carriers. However, PlusServer undertakes to choose only carriers as contractual partners who can guarantee the latencies stated below:

Within Europe	< 40 msec on average throughout the year
US East Coast	< 70 msec on average throughout the year
US	< 100 msec on average throughout the year

2.2 Hardware and Product availability

A product (in accordance with annex A) is deemed available if an already configured service or already configured function is executed and, in accordance with the existing network configuration, can be reached via an internet connection in accordance with item 2.1 or from another PlusServer product. Hardware is deemed available if it has the contractually agreed properties and functions.

2.3 Availability of products with separate interface

If a product has any interfaces that are made accessible to the customer (e.g. web interfaces or APIs) that are used for controlling or changing running systems or processes, availability of such interfaces shall be considered independently from the availability of the product as such. The interface is deemed accessible if access to the interface is possible via the internet connection in accordance with item 2.1.

2.4 Reporting faults

If there is any fault of an agreed service, troubleshooting shall commence at the time of proper reporting by the customer in the form of a fault report (by phone or in the customer interface), including information on the start and, as far as possible, reason of the fault and duration of the fault, and opening of a ticket by the support employee. The fault report shall be documented in the ticket system this way. The service level shall not be granted if the fault is reported by fax, email, or ticket. The support team shall inform the customer when the fault has been removed and any hardware defect remedied. At the same time, the ticket shall be closed. The time of this action shall define restoration of availability of the service.



3. Product-specific service level

Classification of products in the following product-specific service levels results from the service description of the respective product or assignment in annex A of this SLA.

3.1. Product-specific service levels for Cloud Products

The guaranteed availability for the services provided is 99.95% on average throughout the month. All services must be designed and available with redundancy (n+1). Should the specific minimum availability of a product not be complied with, PlusServer shall give the customer a credit note for the following amount:

Service level (availability)	Availability		Credit note as a proportion of monthly rent
	from	to	
99,99% p.m.	99,99%	99,50%	5%
	99,50%	99,00%	10%
	99,00%	98,75%	15%
	98,75%	98,50%	30%
	98,50%	98,25%	40%
	98,25%	98,00%	50%
	98,00%	97,00%	60%
	97,00%	96,00%	80%
< 96,00%		100%	

3.2. Product-specific service levels for Interfaces

The guaranteed availability for the services provided is 99.50% on average throughout the month. All services must be designed and available with redundancy (n+1). Should the specific minimum availability of a product not be complied with, PlusServer shall give the customer a credit note for the following amount:

Service level (availability)	Availability		Credit note as a proportion of monthly rent
	from	to	
99,5% p.m.	99,50%	99,00%	5%
	99,00%	98,00%	10%
	98,00%	97,00%	15%
	< 97,00%		30%

3.3. Product-specific service levels with redundancy

The guaranteed availability for the services provided is 99.95% on average throughout the month. All services must be designed and available with redundancy (n+1). Should the specific minimum availability of a product not be complied with, PlusServer shall give the customer a credit note for the following amount:



Service level (availability)	Availability		Credit note as a proportion of monthly rent
	from	to	
99,95% p.m.	99,95%	99,50%	5%
	99,50%	99,00%	10%
	99,00%	98,75%	15%
	98,75%	98,50%	30%
	98,50%	98,25%	40%
	98,25%	98,00%	50%
	98,00%	97,00%	60%
	97,00%	96,00%	80%
< 96,00%		100%	

3.4. Product-specific service levels without redundancy

The availability of all products and services, which have been designed without redundancy at the express request of the customer is 99.50% on average throughout the month. Systems are considered to be non-redundant when they are not designed as n+1, i.e. a second system can take up and run the services. Should the specified minimum availability of a product not be complied with, PlusServer shall give the customer a credit note for the following amount:

Service level (availability)	Availability		Credit note as a proportion of monthly rent
	from	to	
99,5% p.m.	99,50%	98,00%	5%
	98,00%	97,00%	10%
	97,00%	95,00%	20%
	95,00%	93,00%	30%
	93,00%	91,00%	40%
	< 91,00%		50%

4. Technical support and response times

PlusServer offers technical support to its customers through a support hotline and a ticket system. Technical support is available 24/7 on the specified telephone number. Customer calls are taken by experienced system administrators who can respond to their problems immediately and resolve any faults.

In the secure customer area, customers can submit written queries to the support team using a ticket system. The support team of PlusServer is available to customers by telephone or through the ticket system 24/7. In addition, PlusServer guarantees customers to receive a qualified response to their queries within a defined response time. The response time generally begins upon receipt of the customer's message through one of the specified communication channels. The customer is informed about the communication channels available for the respective product at the time of entering into the contract. Should these change, PlusServer is required to inform the customer in a timely manner. If the fault report does not reach PlusServer using the correct channel, this may cause delays. The response times are only guaranteed if the fault report reaches PlusServer via the specified communication channels. The response times are categorised as follows:



- 240-minute response time for general technical enquiries
- 120-minute response time for faults = service is still accessible, but the availability is limited
- 60-minute response time for urgent faults = service is no longer available

The reports from customers are sorted into the above categories by employees of PlusServer based on the customer's description of the fault. The customer receives a qualified statement from an employee of PlusServer within the specified response time. If the qualified statement does not already contain a resolution to the problem, it will at least give an initial assessment of the report and information about the next steps. In the case of a fault or an urgent fault, the qualified statement also includes information on the expected duration and scale of the current fault.

5. Maintenance window and maintenance

PlusServer shall schedule regular maintenance windows to enhance the performance and stability of the services even further and to ensure smooth operations of the services. This period is used to carry out periodic, scheduled, and unscheduled maintenance work on the systems of PlusServer and his suppliers. Any limitations to the availability through such necessary work will be classified as service time rather than downtime.

PlusServer shall announce any scheduled maintenance, which may affect or interrupt the services of the customer at least three working days in advance. As a general rule, scheduled maintenance will be typically carried out between 00:00 and 06:00. In exception cases, system maintenance can take place at any other time while ensuring that any disruption will be kept to a minimum.

6. Granting of credits for warranty claims

If PlusServer fails to comply with the contractually agreed service levels, PlusServer will grant customers credits in accordance with the following conditions:

- Credits are granted only if the customer requests the credit note within two weeks after the end of the month for which the credit is due by sending the relevant claim in writing by post or fax.
- The customer shall provide PlusServer with all information on the function loss, faults, or impairments without undue delay and as precisely as possible. For this, the customer shall open a ticket (by phone or in the customer interface) with information on the failure start, cause of the fault (as far as this is known), and duration of the fault.
- If the contract commences or ends during the course of the month, the above applies to the term of the contract on a pro-rata basis, and any credits are therefore granted on a pro-rata basis.
- The date of the postmark on the letter or the timestamp on the fax will determine whether the letter or fax has been received within the prescribed time limit.
- The maximum monthly credit note shall generally be limited to the monthly remuneration agreed for the respective product.
- If multiple availability values are violated at the same time, the compensation rule for the availability value with the highest compensation amount shall be applied.

7. Exclusion of liability

PlusServer is only liable for his failure to comply with the service level to the extent that this is solely attributable to PlusServer. PlusServer is, in particular, not liable for:

- Downtimes for which PlusServer is not directly responsible, in particular, external DNS server problems, electronic attacks on the network and/or email infrastructure of PlusServer and downtimes of parts of the Internet outside the control of PlusServer, which may lead to erroneous measurements of the customer.



- Downtimes that are attributable to the customer, his employees, or agents specially downtime caused by incoming / outgoing hacker attacks (DoS) due to faulty or inadequate maintenance of the customer's own software and/or the operating system installed by PlusServer.
- Downtimes attributable to the fact that the customer's software was not used properly or installed, operated, and maintained in accordance with the guidelines of the manufacturer or PlusServer.
- Unavoidable service impairment due to changes to the service that were ordered by the customer or that have become mandatory due to legal or regulatory specifications.
- Faults and failures caused by facilities or power supply services provided by the customer.
- Faults and failures caused by incorrect use of ordered redundant power and/or network connection by the customer.
- Downtimes erroneously reported to the customer as a result of faulty internal or external monitoring services.
- Downtimes attributable to maintenance windows and/or planned or unplanned works of PlusServer or his suppliers.
- Faults and failures caused by force majeure.
- Faults and failures caused by fraud or abuse.
- Any fault or other impairment caused by third parties (except for subcontractors of PlusServer), as far as PlusServer is not subject to mandatory liability for third-party fault under the statutory provisions.

8. Severability clause

Should any individual provision of this Service Level Agreement be or subsequently become void or unenforceable, whether in whole or in part, the remaining provisions of the individual agreements will remain unaffected thereby. The same applies to any contractual omissions. Such an invalid provision or omission will be replaced by a provision that, to the extent permissible by law, approximates as closely as possible the original intent of the contracting parties



Annex A .

SLA -Level	Produkte
Product-specific service levels for Cloud Products 99,99% p.m.	PlusCloud Managed Kubernetes Kubernetes on pluscloud open
Product-specific service levels for Interfaces 99,5% p.m.	PlusCloud Interface Managed Kubernetes Interface Kubernetes on pluscloud open Interface
Product-specific service levels with redundancy 99,95% p.m.	Acces to Shared Switching Redundant Acces to Colocation Uplink Redundant Business CDN Business DDoS Mitigation Business Flexrate Colocation Uplink Individual CDN Shared CDN Shared Switching Acces to Shared Switching Business Cloud Business Container - Openshift Business Firewall Business Loadbalancer Cloud Datastore Dedicated Firewall Redundant Dedicated Loadbalancer Redundant Dedicated Rack Dedicated Server Redundant: <ul style="list-style-type: none"> • DRBD Cluster • Red Hat Cluster • Windows Cluster • Private Cloud (VMware vSphere) • Private Cloud (Windows Hyper-V) Dedicated Storage Shared Firewall Shared Loadbalancer Shared Storage
Product-specific service levels without redundancy 99,5% p.m.	Business Backup Business Backup Off-Site Dedicated DDoS-Mitigation Dedicated Firewall Dedicated Loadbalancer Dedicated Server Individual Backup Access to colocation uplink All Single Systeme