SERVICE LEVEL AGREEMENT
High Availability Solutions
Präambel

ANEXIA Internetdienstleistungs GmbH (short ANEXIA) makes the following quality characteristics to its aim. Due to this the ANEXIA offers the customer the payment of a penalty if the characteristics are not fulfilled.

§ 1 Requirements
To make this Level Agreement valid it is necessary to meet the following requirements:

- All contact information about the customer are up to date
- Only ANEXIA is in charge of the system
- ANEXIA is responsible for the connection of the Internet and the network
- The customer is not in arrears with payments

§ 2 Object of Agreement
This Service Level Agreement refers to the contract between the customer and the partner concerning the requested service. At the order of this service only this Service Level Agreement was pointed out. The Service Level Agreement is not transferable to other products. If there are conflicting regulations the contract has priority to the SLA contract. The terms and conditions of the provider are valid.

§ 4 General methods to secure the IP infrastructure
ANEXIA strives to expand the own IP infrastructure and all services and availability and to keep the infrastructure up to date.

Methods for availability and security of customer data:

- Access control via Key-Card or doorman in datacenter
- Constant stand-by technicians (24 hours, 7 days a week, 364 days a year)
- Video control and access control in the whole building
- Fire alarm system that automatically informs the local fire department in datacenter
- Burglar alarm system in datacenter
- Redundant electricity supply, as well as power supply supported by USV or aggregate in datacenter
- Complete air-conditioning of all server rooms

§ 5 Technical Methods to secure the quality of the IP infrastructure
ANEXIA meets following requirements to secure the quality of the IP infrastructure:

- Daily back-up of all own systems
- Complete control of the network (NOC – network corporations center)
- Several lines to the house for the IP infrastructure
- Redundant ring of fiberglass through Europe
- Segmentation of the network in safety and public places
- Use of firewall systems

§ 6 General Conditions

- The customer can stake a claim when following points are fulfilled:
- The troubles are a non-compliance of this Service Level Agreement
- The customer must inform ANEXIA during three days via post, fax or ticket system
- The customer must stake claims to credit notes or penalty within 15 days
§ 7 Calculation for service credit notes
The customer can stake claims to service credit notes if the Service Level Agreement will be broken. The rules allow that per hour of downtime one daily base fee (1/30 of the monthly base fee) can be claimed. The maximum is about 50% about the monthly base fee. Service credit notes are not valid for several months. They are only valid one time.

§ 8 Service Level Agreements
ANEXIA has the right to modify this Service Level Agreement. The updated contract point will be send to the customer via E-Mail to the registered customer record.

### Verfügbarkeit der Internetdienstleistungen

<table>
<thead>
<tr>
<th>Indicator</th>
<th>SLA</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature Datacenter</td>
<td>18-24 °C</td>
<td>Every 5 minutes</td>
</tr>
<tr>
<td>Humidity Datacenter</td>
<td>35-65%</td>
<td>Every 5 minutes</td>
</tr>
<tr>
<td>Air condition availability</td>
<td>99.9% per month</td>
<td>Every 5 minutes</td>
</tr>
<tr>
<td>Power availability A/B Feed</td>
<td>99.9% per month</td>
<td>Every 5 minutes</td>
</tr>
<tr>
<td>Backbone availability</td>
<td>99.5% per month</td>
<td>Every 5 minutes</td>
</tr>
<tr>
<td>Service availability</td>
<td>According to the definition per contract</td>
<td>Every 5 minutes</td>
</tr>
</tbody>
</table>

### The reaction times of the support defined as following:

<table>
<thead>
<tr>
<th>Error Category</th>
<th>Reaction Time</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>&lt; 60 minutes</td>
<td>365 / 24 / 7</td>
</tr>
<tr>
<td>Severity 2</td>
<td>&lt; 240 minutes</td>
<td>365 / 24 / 7</td>
</tr>
<tr>
<td>Severity 3</td>
<td>&lt; 48 hours</td>
<td>During business hours</td>
</tr>
</tbody>
</table>

### Priority definitions:
- **Severity 1:**
  Urgent e.g. total failure of systems, no access to the systems

- **Severity 2:**
  High, e.g. performance degradation, data recovery, failure of redundant subsystems

- **Severity 3:**
  Low e.g. change requests, service issues

In case of non-compliance of the service, the penalty / credit described above applies to the monthly statement of the customer (client)

§ 9 Salvatorius Clause
If one or several of these clauses are not legally effective the validity of the other parameter will not be touched.