

Dear Customer,

This Service Level Agreement (SLA) was put together to give you a transparent and clear overview of our services. It serves to guarantee the quality of services provided by Keyweb based on clearly defined criteria.

We differentiate between two different service levels,

The General Service Level  
**Managed Hosting Service Level**

SLAs that are put together custom-made service level agreements just for you based on your individual requirements that necessitate individual, bespoke solutions.

## General Service Level Agreement

This general SLA applies to all customers of Keyweb and summarises the most important services, giving a clear overview of the services.

### 1. Provision of the services

In everything we do we always endeavour to deliver the services that you ordered as quickly as possible, but generally within 24 hours. We guarantee you the following provisioning times:

- **Domains:** The same working day (ordered by 12 pm)
- **Webhosting:** Within one working day
- **CMS and Shop Hosting:** Within one working day
- **Root Virtual Server:** Within one working day
- **Root Dedicated Server:** Within one to three working days
- **Cloud Server:** Within three to five working days
- **Mac Mini Server:** Within one to three working days

### 2. 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 Key Control Management Centre.

You can reach **our customer service** Mondays to Fridays from 8 am to 5 pm by telephone. 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 **Contact & Advice**.

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.

### 3. Technical Support

Technical support refers to support services as offered by Keyweb. Furthermore, should you have any individual questions, we are here to help you with any problems as long as they fall within our area of expertise. Technical support is available to our customers 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 our Support Team your questions in writing or report any faults via the ticketing system <https://kcp.keyweb.de/index.cgi>.

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 the smooth processing and documentation of the problem.

If the customer believes to be having an emergency situation, s/he is 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 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. In the event of the problem being caused by Keyweb, this service shall, of course, be free of charge to you.

### 4. Response Times Technical Support

The response time 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. However, we only guarantee response times if notification to Keyweb is made using the prescribed communication channels.

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 provide information about the anticipated duration and the extent of the interruption in question.

We will inform you promptly via customer menu (KCP) in the event of an outage/downtime or interruption.

### 5. 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.

### 6. Data Centre

The Keyweb data centres are located right in the heart of Germany – for secure hosting **made in Germany**.

Our data centres are operated with **100% green electricity**, produced from renewable energy sources.

All servers are housed in a data centre that has **air conditioning, fire protection, access control** and a **redundant power supply**.

A complex, **multiple redundant Gigabit network connection** guarantees you a first-class and reliable internet connection.

So as to minimise outage/downtime risks, we only use **top-quality components** (such as Cisco Router, Intel<sup>®</sup>-processors).

For your emails can guarantee you comprehensive **server-based spam and virus protection**, based on our own protection systems and based on reliable software.

### 7. Maintenance slot, 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.

### 8. 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 send 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.

## 9. Hints and Exclusions

We endeavour to prevent any kind of outages, downtimes or interruptions at all times. 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 AG shall only be liable for an underutilisation of non-fulfilment of service levels if it is solely responsible for the non-fulfilment.

Keyweb AG can in particular not be held liable for outages/downtimes which are caused by:

- (1) Force majeure;
- (2) The customer, his/her employees or his/her vicarious agents;
- (3) Unavoidable impairment to services due to changes of services ordered by the customer or which became obligatory due to legal or regulatory provisions;
- (4) Scheduled maintenance works by Keyweb.

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.

In addition to the Service Level Agreement the general and, depending on the products selected, the special Terms & Conditions of Keyweb AG shall apply.

## 10. 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

**Enquiries** A customer requests, for example general information or information about technical aspects. There is no actual problem at this moment in time.

**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** 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.

**Formula** 
$$\text{Availability [\%]} = 100 * ((\text{agreed service time} - \text{unplanned downtimes within the service time}) / \text{agreed service time})$$

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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 10 pm and 6 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.