



## Service Level Agreement serverloft Dedicated Servers

Version 1.0-US, as of September 1, 2008

serverloft is a brand of HEG US Inc.

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[www.serverloft.com](http://www.serverloft.com)

**Management:**  
Mr. Thomas Strohe,  
Mr. Sascha Wintz

**Trade register:**  
Local court: St. Louis, MO

**Tax ID:**  
30-0167598

## 1. Scope of Application

- 1.1. This Service Level Agreement is valid for the allocation and the operation of the service serverloft Dedicated Server. The service is specified in the respective product description.

## 2. General Clauses

- 2.1. serverloft grants its customers credit notes, if the following warranted service features are not complied with:

- 2.1.1. arranged date of allocation;
- 2.1.2. minimum availability of the serverloft Dedicated Server according to the specifications of the agreed Service Level;
- 2.1.3. max. recovery time according to the specifications of the agreed Service Level.

- 2.2. Exceptions are those cases caused by:

- 2.2.1. force majeure;
- 2.2.2. the customer's fault, or of his employees or auxiliary persons;
- 2.2.3. unavoidable service impairments due to changes in the service, which have been ordered by the customer, or have become mandatory because of legal or regulatory demands;
- 2.2.4. scheduled maintenance work by serverloft.

- 2.3. The total amount of credit notes from serverloft to a customer for the above reasons is restricted per service and business year to a monthly fee for the respective service.

## 3. Date of Allocation

- 3.1. serverloft guarantees to fulfil all confirmed orders within 24 hours after confirmation. To confirm an order, serverloft calls the customer by phone on business days between 8 a.m. and 8 p.m. at the number provided in the order process. As soon as the customer could be reached by phone, the order is classified as confirmed. If serverloft should default on delivering the service, serverloft will grant a one-time credit note to the amount of 50 USD incl. VAT.

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## 4. Time for Service Restoration

- 4.1. The time for service restoration (TSR) and the recording of this service level is defined in the Product Description for serverloft Dedicated Servers.
- 4.2. If the max. time for service restoration specified for the agreed service level is exceeded, serverloft will grant a credit note to the customer amounting to:

Exceeding of restoration time from	to	Credit note relating to a monthly fee
> 0 %	50 %	10 %
> 50 %	100 %	25 %
> 100 %	200 %	50 %
> 200 %	300 %	75 %
> 300 %		100 %

## 5. Availability

- 5.1. The availability of this service is defined in the Product Description for serverloft Dedicated Server.
- 5.2. Should the minimum availability, which is defined for the agreed service level, be fallen below, serverloft will grant a credit note to the customer amounting to:

### 5.2.1. Network Availability

Service Level (Availability/TSR)	Availability from	to	Credit note relating to a monthly fee
99,9 % p. a. / 4h	< 99,90 %	99,85 %	5 %
	< 99,85 %	99,80 %	10 %
	< 99,80 %	99,75 %	25 %
	< 99,75 %	99,70 %	50 %
	< 99,70 %	99,60 %	75 %
	< 99,60 %		100 %

The network availability relates to the serverloft IP network. The compliance with the service level can be monitored by the independent provider ServiceUptime ([www.serviceuptime.com](http://www.serviceuptime.com)). For this purpose, the availability of the internet connection is documented in a five-minute-interval, using a range of technical methods.

Any technical deficiencies have to be reported by the customer. The evaluation of ServiceUptime is significant for the examination of a deficiency.

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### 5.2.2. Hardware Availability

Guaranteed hardware replacement	Exceeding from	to	Credit note relating to a monthly fee
Innerhalb von 4h	1 min.	30 min.	10 %
	31 min.	60 min.	25 %
	60 min.	120 min.	50 %
	121 min.	180 min.	75 %
	181 min		100 %

serverloft guarantees a perfect functionality of the hardware, which is made available for the customer on the basis of a valid contract. If hardware failures should occur, serverloft guarantees a hardware replacement within four hours. The downtime begins at the point of time, when the customer opens a ticket to report the failure. The failure report has to be made in the serverloft ticket system. The service level is not granted for failure reports via fax or telephone. The customer will be informed by the serverloft Support Team after fault clearance and replacement of defective hardware where necessary. The ticket will be closed at the same time. The time of this action determines the restoration of the hardware availability.

## 6. Reboot, Restore

### 6.1.1. Reboot

The customer can order in his customer interface ([my.serverloft.com](http://my.serverloft.com)) a reboot (hard reboot) of his Dedicated Server. The reboot will normally be executed automatically within a few seconds.

### 6.1.2. Restore

The customer can order in his customer interface ([my.serverloft.com](http://my.serverloft.com)) a restore of his Dedicated Server. Normally, the restore starts automatically within a few minutes after the request. All data on the Dedicated Server will be deleted irrevocably in the course of the restore. The customer is responsible himself for saving his data. The restore is free of charge for currently offered standard software.

## 7. Data Sovereignty

Liability is excluded for data loss on principle. The customer is solely responsible for any data on the customer server and data to be saved.

## 8. Maintenance Hours, Maintenance Work

In order to further improve the performance and stability of the serverloft IP network, or to enable mechanic precautions for a flawless operation of serverloft Dedicated Servers, maintenance hours are

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scheduled. Periodic, scheduled and unscheduled maintenance works are carried out at the systems of serverloft and its suppliers during this period.

Any influences on the service availability resulting from this maintenance work are not regarded as downtimes, but are counted as full availability.

serverloft announces scheduled maintenance, which has an effect on or disturbs the customer's services, at least three days in advance. Scheduled maintenance works are normally carried out between midnight and 6 a.m. In exceptional cases, system maintenance can be carried out at all other times as well, but having regard of the least possible influence on running operations.

## 9. Grants of Credit Notes in Cases of Warranty Claims

If falling below the agreed service level, serverloft grants a credit note to the customer according to the following conditions:

- Credit notes are only granted, if the customer asserts his claim in writing by mail within five calendar days after the end of the month, for which the credit note shall be granted.
- The date on the postmark is significant for proving that the claim was dispatched in due time.
- The accumulated credit notes for all service levels are limited to 100 % of the monthly total fee for the respective service per business year.

Any further claims against serverloft, especially regarding compensation for indirect or consequential losses, e.g. profit setbacks, business interruption, loss of data or information, are only valid within the scope of the liability according to the Terms and Policies of BSB Service GmbH.

## 10. Disclaimer

Aliability of the provider for noncompliance with the service level is only given, if serverloft is solely responsible for the noncompliance. The liability applies especially not to:

- Deficiencies, for which serverloft is not directly accountable, especially external DNS server problems, electronic attacks on serverloft's network or mail infrastructure, and failures of parts of the internet not under the control of serverloft, which may cause alerting measures for the customer.
- Deficiencies caused by customers, especially breakdowns due to incoming or outgoing hacker attacks (DoS) resulting from faulty or insufficient maintenance of the customer's software or the OS installed by serverloft.

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- Deficiencies resulting from incorrect usage of customer-owned software or from software having been installed, operated and maintained without regard of the manufacturer's or serverloft's guidelines.
- Deficiencies that have been misleadingly reported to the customer by internal or external monitoring services.
- Deficiencies that have been caused by maintenance hours and scheduled or unscheduled maintenance work by serverloft or its suppliers.

If serverloft can prove for any asserted claim by a customer that it is no valid warranty claim, the error diagnostics and trouble shooting will be at the expense of the customer.

## 11. Severability Clause

If a provision of this Service Level Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

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