Service Description & Service Level Agreement (SLA)

Server Cloud Products

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1 Service Description

Green.ch offers cloud products on different architectures distributed across several redundant data centers, storage clusters, and server systems. The physical infrastructure is operated in Switzerland’s most advanced data centers, especially in Zurich West.

The green.ch cloud products offer customers many IaaS (Infrastructure as a Service) possibilities.

Virtualization means that each virtual server acts as a separate server. The underlying hardware, which has significantly higher performance, is intelligently distributed across several virtual servers. Resources can be distributed or explicitly reserved for individual virtual servers.

The green.ch server cloud is highly scalable and based on Microsoft Hyper-V virtualization technology, enabling you to combine your own data center resources with the server cloud or to fully operate your entire IT infrastructure in the server cloud.
1.1 Component structure

Virtualization is based on Microsoft Windows Server 2012 R2 Hyper-V technology. Microsoft System Center 2012 R2 components are used for management and automation.

- Virtual Machine Manager
- Orchestrator
- Service Manager

The customer frontend for administration and management of servers and networks is based on Windows Azure Pack.

1.2 Customer benefits

- Secure
  The modern, certified data center infrastructure in Switzerland and the georedundant platform structure ensure a secure and highly available environment.

- Efficient
  The virtual server as an infrastructure-as-a-service solution facilitates cost-efficient implementation of IT solutions. Easily, quickly, and efficiently replace existing Windows servers or enhance your existing data center without investment costs.

- Simple
  Powerful packages on virtual servers with up to 16 vCPU and 128 GB RAM with transparent, clearly calculable costs. Create and manage your environment in the intuitive, user-friendly Windows Azure Pack frontend portal.
1.3 Our offer

The main product is available in eight different packages from VS1 to VS128 (VS = virtual server | number = how much memory). They differ in terms of the performance parameters of the individual product features. Each package contains fixed quantities that cannot be changed. The customer can add options to expand the main package.

The information in this document does not represent a binding offer. We reserve the right to make changes at any time.

1.4 Specifications

1.4.1 Virtual server performance parameters

<table>
<thead>
<tr>
<th>Virtual Server</th>
<th>vCPU</th>
<th>RAM in GB</th>
<th>HDD in GB</th>
<th>Mbit</th>
</tr>
</thead>
<tbody>
<tr>
<td>VS1</td>
<td>1</td>
<td>1</td>
<td>50</td>
<td>10</td>
</tr>
<tr>
<td>VS2</td>
<td>1</td>
<td>2</td>
<td>100</td>
<td>20</td>
</tr>
<tr>
<td>VS4</td>
<td>2</td>
<td>4</td>
<td>150</td>
<td>50</td>
</tr>
<tr>
<td>VS8</td>
<td>2</td>
<td>8</td>
<td>250</td>
<td>50</td>
</tr>
<tr>
<td>VS8 alternative profile</td>
<td>4</td>
<td>4</td>
<td>250</td>
<td>50</td>
</tr>
<tr>
<td>VS16</td>
<td>4</td>
<td>16</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>VS16 alternative profile</td>
<td>8</td>
<td>8</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>VS32</td>
<td>8</td>
<td>32</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>VS32 alternative profile</td>
<td>12</td>
<td>16</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>VS64</td>
<td>12</td>
<td>64</td>
<td>250</td>
<td>1’000</td>
</tr>
<tr>
<td>VS64 alternative profile</td>
<td>16</td>
<td>32</td>
<td>250</td>
<td>1’000</td>
</tr>
<tr>
<td>VS128</td>
<td>16</td>
<td>128</td>
<td>250</td>
<td>1’000</td>
</tr>
<tr>
<td>VS128 alternative profile</td>
<td>24</td>
<td>64</td>
<td>250</td>
<td>1’000</td>
</tr>
</tbody>
</table>

Including
- One internal network
- One mapped public IP address
- Full console access
- Port filtering firewall
- DNS management for unlimited number of zones (for domains hosted at green.ch)
- Choice of operating system (Windows or Linux)
- Standard service level

Excluding
- Setup fee
1.4.2 Operating system
There is a choice of operating systems for the virtual server (in accordance with the overview on the [www.green.ch](http://www.green.ch) website).

<table>
<thead>
<tr>
<th>Option</th>
<th>Operating system (the currently valid version can be found on the <a href="http://www.green.ch">www.green.ch</a> website)</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Microsoft Windows</td>
<td>- Various Linux derivatives</td>
</tr>
</tbody>
</table>

It is possible to change operating systems as follows: The customer orders an additional virtual server with the desired operating system and is responsible for configuring and migrating the data. The first virtual server can be deleted outside the termination notice period. It is not possible to downgrade the virtual server at the same time. The cost of unused services will not be refunded.

1.4.3 Advanced options
The additional options that can be ordered are not tied to a single product. They are available as a subscription for all virtual servers (e.g. additional storage can be split among several virtual servers).

<table>
<thead>
<tr>
<th>Advanced Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Additional storage</td>
</tr>
<tr>
<td>- Additional internal virtual network</td>
</tr>
<tr>
<td>- Additional external virtual network (incl. 1 mapped IP address)</td>
</tr>
<tr>
<td>- Managed VPN access (Ikev2)</td>
</tr>
<tr>
<td>- Snapshots</td>
</tr>
</tbody>
</table>

1.5 Terms and conditions

1.5.1 CPU/processor
The number of CPUs specified for the product are assigned to the relevant virtual server as vCPU. The more vCPUs assigned to a virtual server, the better its performance.

1.5.2 HDD/hard disk drive
The customer has full access to the HDD storage available in the selected package. Minus only the operating system. The operating system will be assigned to the hard disk memory.

1.5.3 RAM/random access memory
The customer has full access to RAM resources.
1.5.4 Network/bandwidth

The virtual network technologies used in the server cloud are based on the standards specified by the cloud solution. These standards are the basis of the virtual networks made available to customers for their own servers.

Generally valid is that each internal virtual network has an available bandwidth of 1,000 Mbit. For the first internal network, the use of this bandwidth is integrated into the monthly fee for the virtual server. Other additional internal networks can be ordered as an option and a monthly fee is charged for their use.

If customers require external access to the virtual network, they can use the NAT function (activate direct Internet access via NAT) to assign an external IP address to the internal network. Access to the Internet network is always port-based via NAT. If an external IP address is activated, the network bandwidth is limited to the level of the largest connected virtual server. (For example, VS4: 50 Mbit, VS16: 100 Mbit, etc.).

green.ch has the right to disconnect customers from the network at any time without prior notice if the network is misused or compromises the overall infrastructure, e.g. exceeds the fair use policy as stipulated in section 4.3, etc.

1.5.5 MIPS/mapped IP addresses

The IP addresses assigned to a customer are solely for that customer. For applications such as e-mail services, MIPS 4 is mandatory in order for the reverse DNS lookup to function properly. The customer bears the cost for any blocking (e.g. spam/phishing). Please note that when a network is deleted and a new network is created, the same mapped IP address cannot be assigned.

1.5.6 Backup/disaster recovery

green.ch regularly creates a replica of the virtual server in case the server cloud infrastructure (network, storage, hypervisor) experiences a disaster scenario. This replica is not available to the customer. The customer is responsible for backing up data and the virtual server. For file-based backup, green.ch recommends using the backup software from green.ch: [http://www.green.ch/en-us/hosting-e-mail/onlinebackup/offer.aspx](http://www.green.ch/en-us/hosting-e-mail/onlinebackup/offer.aspx)

1.5.7 Snapshots

Via the Service Management Portal, the customer can make his own snapshot at a specific point in time. When a snapshot is recovered, the virtual server is returned to the prevailing state at the time of the backup.

Snapshots are not a backup. They are a way to quickly make a copy of a system state to keep a system from being irreparably destroyed or before carrying out critical processes (software installation, patch installation, etc.). Customers make and delete snapshots themselves. A snapshot uses the storage contingency that was purchased with the subscription.

1.5.8 Data storage location

All data is stored in maximum security green.ch data centers. These are operated exclusively in Switzerland.

1.5.9 Managed Site-to-Site VPN Service

Green offers end customers a VPN option at a cost. This option enables end customers to connect their company network to the server cloud via a VPN.

There are two ways it can be done:

- The customer already has an internet account. In this case, the customer assigns Green a free internal (LAN) and external (WAN) IP address. Green configures the device and sends it to the customer.
- The customer already has a BBCS account. Here the new device will replace the existing modem (e.g. FRITZ!Box).

On site installation is available for both options at a charge.
The VPN bandwidth is limited to 10 Mbit. Custom solutions can be provided where higher VPN bandwidths are required. Any VPN services set up by customers themselves are explicitly not supported.

1.5.10 Unmanaged Site-to-Site VPN

green.ch uses the unmanaged site-to-site VPN service to give customers the option of setting up their own site-to-site VPN tunnels. Customers are themselves responsible for the hardware and setting up the site-to-site VPN. green.ch explicitly does not support any VPN services set up by customers themselves. In addition, green.ch does not guarantee that the hardware used by customers is supported by the server cloud.

Furthermore, customers also have to ensure that their hardware meets the Microsoft Azure Pack system requirements.

1.5.11 Image Container

green.ch provides an image container for customers. The image container allows customers to upload their own disk images to the server cloud. This enables them to migrate complete servers straight to the cloud or use their own operating systems with the server cloudVHDX and ISO formats are supported. The images can be uploaded to the image container via FTP and remain there for 7 days. As soon as the uploaded image is attached to a server in the server cloud, the image is moved out of the image container into the server cloud’s storage space and remains there until the customer removes the image again from the server.
2 Service Level Agreement

Successful outsourcing of IT services requires transparent definition of the customer-provider relationship. The following Service Level Agreement (SLA) defines both the level of services (service level) that green.ch AG (Provider) supplies and the customer’s obligations.

2.1 Definitions

Service level = defined, measurable criteria for specific performance levels supplied by the Provider. The criteria for the service levels are defined in this section.

2.1.1 Single point of contact

The single point of contact (SPOC) is the main customer contact and is covered by the Customer Care Center (support hotline 0844 842 842). Customers with the Business service level are given a separate 24/7 emergency number for outside office hours.

2.1.2 Operation time

The operation time is the time the system is available in principle. Planned and announced maintenance windows are not included in the operation time. The operation time is 8604 hours, calculated as follows: 1 year 24/7 = 8760 h – 156 h maintenance window.

2.1.3 Service period

The service period is the time when contractually agreed services are provided. The Customer Care Center can always be reached during the service period. Customers with the Business service level are given a separate 24/7 emergency number.
2.1.4 Availability

Availability [%] = 100 * ((agreed service period - unplanned interruptions during the service period)/agreed service period). Planned maintenance windows are excluded from the agreed service period (see 2.3).

Availability applies to the green.ch data center infrastructure. This includes the following layers: network, storage, and hypervisor. To achieve 99.9% availability on the virtual server, the solutions at the customer end must be designed to provide a comparably high level of availability.

2.1.5 MTTR

MTTR (mean time to repair) [t] = average time to perform a repair or restore operation.

2.1.6 Response time

The response time is the maximum time between when a fault occurs and when the fault notification is accepted by the Customer Care Center.

Unless agreed otherwise, the response time runs only during the service period.

green.ch is committed to maintaining the specified response times and quickly rectifying downtimes and faults. However, it is not possible to maintain the response time in all cases. Exceeding specified times does not lead to penalties or compensation claims.
## 2.2 SLA variants

<table>
<thead>
<tr>
<th></th>
<th>Standard SLA</th>
<th>Business SLA</th>
<th>Premium SLA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single point of contact</strong></td>
<td></td>
<td></td>
<td>System integration partner</td>
</tr>
<tr>
<td><strong>Application area</strong></td>
<td>Test systems, business applications</td>
<td>Critical business applications</td>
<td>Solution architecture, system integration projects</td>
</tr>
<tr>
<td><strong>Service period</strong></td>
<td>Monday to Friday 8:00 to 17:30 (CET)</td>
<td>24/7</td>
<td>Provided by partner</td>
</tr>
<tr>
<td><strong>Availability</strong></td>
<td>99.7%</td>
<td>99.9%</td>
<td>99.9%</td>
</tr>
<tr>
<td><strong>Response time (within the service period)</strong></td>
<td>Less than 8 hours</td>
<td>Less than 2 hours</td>
<td></td>
</tr>
<tr>
<td><strong>Priority handling</strong></td>
<td></td>
<td></td>
<td>Less than 2 hours</td>
</tr>
<tr>
<td><strong>Callback</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The Premium SLA is an agreement between the end customer and a green.ch system integration partner and is not part of this document.
2.2.1 Cost of Business SLA

The costs for the Business service level are based on the total subscription costs with all applicable options, i.e. options ordered by customers. A graduated percentage of the total will be charged as a surcharge.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Surcharge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>35% for subscription costs &lt; CHF 200</td>
</tr>
<tr>
<td>Grade 2</td>
<td>30% for subscription costs between CHF 200 and CHF 800</td>
</tr>
<tr>
<td>Grade 3</td>
<td>25% for subscription cost between CHF 801 and CHF 2000</td>
</tr>
<tr>
<td>Grade 4</td>
<td>20% for subscription costs &gt; CHF 2001</td>
</tr>
</tbody>
</table>

2.2.2 Calculation example

Customer order

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Product</th>
<th>Cost per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VS8</td>
<td>CHF 159.00</td>
</tr>
<tr>
<td>1</td>
<td>VS32</td>
<td>CHF 779.00</td>
</tr>
<tr>
<td>5</td>
<td>Additional 100 GB storage space</td>
<td>CHF 100.00</td>
</tr>
</tbody>
</table>

Total monthly fee | CHF 1,038

Business level support calculation

<table>
<thead>
<tr>
<th>Grade</th>
<th>Surcharge</th>
<th>Calculation</th>
<th>Cost per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>35% for subscription cost &lt; CHF 200</td>
<td>CHF 200.00 x 35%</td>
<td>CHF 270.00</td>
</tr>
<tr>
<td>Grade 2</td>
<td>30% for subscription cost between CHF 200 and 800</td>
<td>CHF 600.00 + 30%</td>
<td>CHF 780.00</td>
</tr>
<tr>
<td>Grade 3</td>
<td>25% for subscription cost between CHF 801 and 2000</td>
<td>CHF 238.00 + 25%</td>
<td>CHF 297.50</td>
</tr>
<tr>
<td>Grade 4</td>
<td>20% for subscription cost &gt; CHF 2001</td>
<td>Not relevant</td>
<td>Not relevant</td>
</tr>
</tbody>
</table>

Total monthly fee for Business service level | CHF 1,347.50

2.3 Subject of the agreement, scope

This SLA only applies to the offer sent with the SLA and the associated signed service agreement. Other agreements between the Provider and the customer remain unaffected. The SLA is not transferable to other product areas. In the case of conflicting provisions, the provisions in the service agreement take precedence over the provisions in the SLA. In all cases, the Provider’s General Terms & Conditions apply.

2.4 General measures for the security of running operations

Only services with the highest quality and security are provided in the Provider’s data centers. Some of the measures used to maintain the security of customer data and the availability of services include:
2.5 Physical security through structural, operational, and technical measures:

- Entry control systems
- Video monitoring inside and outside the building
- Smoke, dust, and water detectors
- Fire extinguishing system
- Climate control via two separate cooling circuits, redundant power feeds from energy provider
- Redundant supply lines in the building
- Ring connection to public high voltage supply
- Power supply filtered by UPS system
- Powerful emergency diesel power

2.6 Security and availability of internal network infrastructure:

- Network segmenting and strict separation of different data streams
- Daily backup of own systems
- Use of firewalls at relevant network nodes
- Network monitoring via an in-house NOC (network operation center)
- Exclusive use of brand-name components

2.7 Availability of external network connection:

- Carrier-neutral, redundant data center IP connection
3 Guaranteed service levels

Two service levels are optionally available. A service level can be selected for each subscription, which then applies to all systems contained therein.

The agreed service levels are considered to be fulfilled when the thresholds specified in this service agreement are reached during the measured time period.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Standard service level</th>
<th>Business Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included</td>
<td>See section 2.3</td>
<td></td>
</tr>
<tr>
<td>Single point of contact</td>
<td>green.ch</td>
<td>green.ch</td>
</tr>
<tr>
<td>Application area</td>
<td>Test systems, non-critical or redundant systems</td>
<td>Critical systems with increased availability and support requirements</td>
</tr>
<tr>
<td>Business continuity</td>
<td>Must be ensured by the customer using solution architecture</td>
<td>Must be ensured by the customer using solution architecture</td>
</tr>
<tr>
<td>Operation time</td>
<td>24/7 (minus planned and announced maintenance windows)</td>
<td>24/7 (minus planned and announced maintenance windows)</td>
</tr>
<tr>
<td>Service period</td>
<td>Mon – Fri 8:00 – 17:30 (CET)</td>
<td>24/7</td>
</tr>
<tr>
<td>Office hours</td>
<td>Mon – Fri 8:00 – 17:30 (CET)</td>
<td>Mon – Fri 8:00 – 17:30 (CET)</td>
</tr>
<tr>
<td>Fault notification</td>
<td>By phone or contact form (see <a href="http://contact.green.ch">http://contact.green.ch</a>)</td>
<td>By phone or contact form (see <a href="http://contact.green.ch">http://contact.green.ch</a>): outside office hours, only by phone under the provided emergency phone number</td>
</tr>
<tr>
<td>Availability</td>
<td>99.7%</td>
<td>99.9%</td>
</tr>
<tr>
<td>Response time</td>
<td>Less than 8 hours</td>
<td>Less than 2 hours</td>
</tr>
<tr>
<td>Emergency response by technician outside office hours</td>
<td>Initial CHF 185.00 (first 30 min. incl.)</td>
<td>Invoiced at CHF 270.00 per hour</td>
</tr>
<tr>
<td>Callback</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Priority handling</td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

3.1 Service availability

The availability is defined by the customer by selecting a service level when placing the order. Availability applies to the green.ch data center infrastructure. This includes the following layers: network, storage, hypervisor. To achieve 99.9% availability on the virtual server, the solutions at the customer end must be designed to provide a comparably high level of availability.

To measure the service level, an in-house monitoring system monitors the availability. The Provider uses various technical processes to check the availability of the virtual machine. The customer can also report a fault by opening a service ticket.

The Provider’s statistics are definitive when checking fault claims.

The following events are explicitly excluded from availability measurements:

- Planned, announced maintenance windows
- Migrations announced up to a week in advance – up to a downtime of 6 hours
- Server blocks due to nonpayment
Factors outside the influence of green.ch such as an act of force, criminal activities, or backbone outages of international providers
Third party attacks such as DOS attacks, hacking attacks, and viruses
Violation of the SLA on the part of the customer
Customer operating error

3.2 MTTR

The MTTR (mean time to repair) refers to the time the Provider requires to replace defective hardware with functioning hardware. To measure the service level, the Provider documents the point in time when the downtime occurs and the point in time when the system is up and running again.

When troubleshooting has been completed and any hardware problem has been repaired and the server has been restarted, the Provider informs the Customer and closes the service ticket. This action defines the end of the measured time period. The time the server requires to boot the operating system, reinstall any software or restore backup data is not included in the measurement of the service level.

3.3 Maintenance window

For the purposes of this Service Level Agreement, “planned maintenance” is necessary in order to provide state-of-the-art services or to update the infrastructure. Planned maintenance windows are announced on http://status.green.ch. In addition, customers will be informed of a planned service interruption for maintenance work at least 48 hours in advance. If maintenance is required, the Provider will attempt to limit it to one of the regular maintenance windows. The maintenance windows are 05:30 to 06:30 (CET) on Saturdays, Sundays, and Tuesdays.

Should unplanned events or faults occur, green.ch AG has the right to immediately carry out emergency maintenance work without prior notification. In this case, the maintenance work is published at http://status.green.ch.

3.4 Portal activation

Customers will be provided with a portal for activating and managing their virtual servers. The customer recognizes that faulty operation in this portal (MYGreen.ch/Service Management Portal) can cause the entire customer infrastructure to be switched offline or permanently deleted. green.ch accepts no responsibility in the case of faulty operation on the part of the customer or partners who have access to the customer portal. In particular, all SLA claims become void.

3.5 Refunds

No SLA credit will be granted if a service is not available for a specific period of time if this time or a part of this time is due to one of the following reasons:

1. Downtime of equipment on the customer’s premises (if it does not belong to green.ch), at the customer’s location (such as due to an electricity outage), or of equipment belonging to one of the customer’s providers
2. Natural catastrophes, terrorist attacks, or other catastrophic events
3. Downtime due to magnetic/electromagnetic interference or electrical fields
4. Negligence or omission on the part of the customer (or customer's employees, representatives, or subcontractors), such as:
   a. Customer delays in delivering required equipment
   b. Failure to grant green.ch sufficient access to facilities for testing purposes
   c. Failure to grant access to customer premises when reasonably requested by green.ch (or a green.ch representative) to allow green.ch to fulfill their service obligations
   d. Failure to take appropriate countermeasures regarding services as recommended by green.ch or preventing green.ch from performing these countermeasures themselves
   e. Failure to use redundancies as offered in the relevant service level
5. Negligence or intentional malpractice on the part of the customer, including failure of the customer to follow agreed procedures
6. All planned maintenance windows if the customer was informed thereof, and emergency maintenance carried out to prevent future downtime
7. Shutting off or interruption of services by green.ch after the customer has not paid an invoice within 40 days of the invoice date, or for other sufficient reasons

If green.ch is not able to fulfill contractually agreed obligations, green.ch grants the customer a credit for 5% of the monthly subscription fee for each registered hour of downtime – up to a maximum of 100% of the monthly subscription fee. Any further claims for damages are explicitly excluded. All customer claims must be submitted to green.ch as a request (see http://contact.green.ch)
4 Customer obligations

The customer is especially responsible for ensuring that:

- Servers are sufficiently protected from any type of Internet threats
- Servers are not misused through the non-use or the use of only simple passwords
- No ports are opened that could negatively affect the stability of the virtual server system (port 25 open relay, etc.)
- No illegal content is hosted on the servers
- No illegal applications are installed (e.g. spammers)
- All installed applications and operating systems are properly licensed
- No applications are installed that are not suitable for virtual server solutions and could negatively impact the virtual server platform (e.g. streaming, game servers, computers with constant, guaranteed top performance, etc.)
- The servers are regularly backed up using suitable third-party software (e.g. online backup by green.ch)
- Both the postal and electronic contact addresses are always up to date

4.1 Licensing

green.ch requires that its customers’ operating systems and applications be fully and properly licensed. When using Microsoft products, customers are required to properly license these in line with Microsoft licensing terms.

Specifically, products can only be operated under an SPLA (Service Provider License Agreement) or with License Mobility (volume license with software assurance). Furthermore, Microsoft explicitly forbids the use of certain applications, such as Office 365.

Since green.ch does not have access to customer systems, the customer is obligated to inform green.ch about all applications that are used. For SPLA licenses, green.ch provides the end customer with a licensing key. In the case of License Mobility, the customer must send green.ch proof of licensing before installation.

At http://contact.green.ch, proof of licensing can be sent to green.ch as a ticket at any time.

4.2 Licensing audit

The use of green.ch cloud products obligates the customer to provide green.ch with a license overview of its platform as part of regular recurring audits. The customer creates and sends the overview in cooperation with green.ch. green.ch does not have access to the end customer platform at any point during an audit.

If the operation system and/or applications for a virtual server are not properly licensed, green.ch AG has the right to invoice all licensing costs and any penalties charged by the software supplier as of the point in time when the server was put into operation.

4.3 Fair use policy

All unlimited services offered with our virtual server products are subject to the fair use policy/principle.

This principle allows us to refrain from limiting traffic, volumes, etc. This requires that the customer use provided resources fairly. The customer is aware of the fair use policy and recognizes that he cannot misuse resources for his own personal economic or financial gain.

Examples of the fair use principle:
<table>
<thead>
<tr>
<th>OK</th>
<th>Not OK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating a virtual server for private purposes</td>
<td>Operating a virtual server primarily or solely as a download server</td>
</tr>
<tr>
<td>Setting up and operating a virtual server infrastructure for own company</td>
<td>Setting up and operating virtual server infrastructures for commercial purposes (exception: resellers with signed partner agreement)</td>
</tr>
<tr>
<td>Using your own virtual server to host private websites for known persons as long as the number of visitors is not excessive</td>
<td>Using your own virtual server to host commercial websites for third parties, both fee-based and free of charge (exception: resellers with signed partner agreement)</td>
</tr>
<tr>
<td>Operating chat rooms, forums, etc. when these services are not for third parties</td>
<td>Offering free or fee-based services, such as free e-mail, subdomain services, or database services or services such as free guest books, forums, counters, newsletter portals, banner exchanges, IRC bots</td>
</tr>
<tr>
<td>Websites with a temporary higher level of traffic, e.g. due to an event.</td>
<td>Websites with a foreseeable permanent high level of traffic, such as larger communities, large company presentations, etc. High traffic is defined as follows: green.ch defines as average the entire traffic load on the virtual server platform divided by the number of virtual servers. If the customer regularly or constantly exceeds this number by a multiple of four, green.ch is entitled to migrate the customer to a higher subscription package or to another service.</td>
</tr>
<tr>
<td>Commercial and non-commercial content</td>
<td>Pornography, pornographic, or other criminal content</td>
</tr>
<tr>
<td>Proper licensing of all software packages installed on the server.</td>
<td>Use of software products that violate the respective manufacturer’s licensing agreement.</td>
</tr>
<tr>
<td>Reselling with registered resellers who have partner agreements</td>
<td>Reselling without officially registered resellers and without partner agreements</td>
</tr>
</tbody>
</table>

### 4.4 Point of transfer

As soon as green.ch activates the virtual server, all responsibility for the virtual server transfers to the customer. green.ch defines the point of responsibility transfer as the WAN interface of the virtual network port. From this point on, the customer is responsible for ensuring that his server is adequately protected and regularly backed up.
4.5 Firewall

It is prohibited to operate “open” servers on the server cloud. Servers must be protected by a firewall integrated into the operating system or the service management portal or by an appropriate third-party product. When the customer opens specific ports, the customer must ensure that other security measures are installed at the application level.

green.ch regularly tests the security of customer systems and reserves the right, without prior warning, to remove from the network any unprotected systems that are connected to the Internet.

Example:
Opening incoming port 25 (SMTP).
The customer must ensure that the server is not misused as an open relay.

4.6 Violation of the SLA on the part of the customer

If the customer violates this SLA, green.ch AG has the right to remove the server from the network at any time without prior warning. If damage is caused by the customer’s virtual server green.ch has the right to legal claims.
5 Support

5.1 Services
Support is available for all our services over the standard channels

- Online support, via ticket system (http://contact.green.ch) or live chat (www.green.ch)
- The green.ch website (http://www.green.ch/support)
- As a green.ch customer, you have telephone support at +41 844 842 842 during normal office hours, Monday through Friday 08:00 – 17:30 (CET) (except before and on public holidays)

5.2 Support obligations

- Determine and check the approval of the person who submits the request and compare it with the Service Level Agreement between the customer and green.ch
- Start the fault management process and the troubleshooting process which includes:
  1. Receipt of the incident, opening a trouble ticket, and confirmation
  2. Using internal and external means to prioritize, coordinate, and monitor the troubleshooting process
  3. Informing the customer about measures taken, interim solutions, and the final solution
  4. Informing the customer about the restoring of server availability
  5. Analyzing the cause of the fault and making recommendations for further action (change management)

5.3 Customer obligations

In order to guarantee our high level of service, green.ch requires that the customer adhere to the following guidelines:

- The customer supplies all required contact information, including contacts for escalating the delivered services, and ensures that any changes are updated in a timely manner.
- The customer ensures that information about changes to the configuration, interfaces, channels, applications, and systems that is relevant to the provision of joined services is supplied to green.ch and kept up to date.
- The customer is responsible for maintaining all of their applications; green.ch is not responsible for maintaining customer applications or customer data.
- Only equipment that is in good condition and that poses no danger to persons or property may be installed.
- The customer cannot have write access to equipment managed by green.ch. SNMP read access is available as an option.

5.4 Insurance

green.ch systems are insured against the usual risks. However, neither the customer’s equipment nor the customer’s availability are in any way or form insured. It is the customer’s responsibility to arrange such insurance coverage.

5.5 Points of transfer

This SLA is associated with the green.ch server cloud platform. All guarantees with respect to performance and operability apply solely to green.ch managed equipment inbetween customer-managed equipment and our own providers. These providers include power companies, landlords, and other telecommunications companies.

If the customer manages their own equipment, the responsibility of green.ch ends when the equipment is activated.
6 Legal Terms and Conditions

6.1 Establishment of the legal relationship
A legal relationship is established between the Provider and the customer when the website order is completed. Measurement of the SLA parameters starts the first time the customer successfully logs in. This document is an appendix to the order between the customer and green.ch that was submitted via the website.

6.2 Adherence to local laws
The customer ensures that no illegal data traffic will be sent over green.ch connections. green.ch accepts no liability for such traffic.

6.3 Restrictions
All forms of compensation for green.ch services are limited to the scope defined in this document. No credit will be issued or payment made for any reason or in any scope other than that given here, including – but not limited to – business losses on the part of the customer due to downtimes.

6.4 Use of personal data
green.ch customers agree that green.ch (or one of its subsidiaries) can process personal data in agreement with the guidelines published at www.green.ch.

6.5 Changes
green.ch retains the right to change this document as long as the customer is informed in writing before the changes become effective. If the changes have a major impact on the services, the service fee, or other obligations under this agreement, then the customer may terminate the agreement in writing with a six month notice period.
# 7 Glossary

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>DNS</td>
<td>Domain Name System</td>
</tr>
<tr>
<td>HDD</td>
<td>Hard Disk Drive</td>
</tr>
<tr>
<td>IaaS</td>
<td>Infrastructure as a Service</td>
</tr>
<tr>
<td>IP address</td>
<td>Internet Protocol</td>
</tr>
<tr>
<td>Mbit</td>
<td>Megabit</td>
</tr>
<tr>
<td>MIPS</td>
<td>Managed IP Service</td>
</tr>
<tr>
<td>NAT</td>
<td>Network Address Translation</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>RAM</td>
<td>Random Access Memory</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>UPS</td>
<td>Uninterruptible Power Supply</td>
</tr>
<tr>
<td>VPN</td>
<td>Virtual Private Network</td>
</tr>
<tr>
<td>WAN</td>
<td>Wide Area Network</td>
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