



SD/SLA Cyber Files

1. Service description

The Cyber Files hosted and web-based platform provides customers with a file sync and share service. The Cyber Files Platform allows users to sync, access and share across multiple devices.

1.1 Cyber Files Platform

The Management Console has the functionality to create, review, update, delete, and assign administrators to subaccounts, as well as set storage quotas for end users.

1.2 Cyber Files Software

1.2.1 Clients

After activating the desired accounts, the user can download and install the Cyber Files clients for Windows/Mac workstations and mobile devices (iOS, Android, Windows).

1.2.2 Functions

Cyber Files Client provides features for accessing user files, including sharing files with colleagues and synchronizing files for offline use.

1.2.3 Files Cloud data centers

Acronis hosts and operates the Files Cloud platform. However, the infrastructure providing the service is held and managed in a Green AG datacenter in Switzerland. A list of data centers currently hosting the Files Cloud Platform is available upon request.

1.3 Editions

Cyber Files is divided into three different editions, each of which includes a different number of users and memory.

	User	GB
Cyber Files S	5	250
Cyber Files M	50	500
Cyber Files L	200	1000

1.4 Additional storage

If the included memory of the corresponding subscription is exceeded, the additional memory required will be charged at CHF 0.16 excl. VAT per GB.

1.5 Additional User

If additional users are needed, you can always buy additional users to your edition for CHF 5.00 excl VAT per user.

1.6 Free trials

Each User is entitled to a free thirty (30) day trial of each Product. Such free trial is limited to three protected servers and ten (10) compute points.

1.7 Contract term and termination

The minimum contract period is 1 year. The notice period is 2 months. If the notice period cannot be observed, the subscription is automatically renewed and must be terminated on the next possible date.



1.8 Automatic subscription renewal

If the service is not cancelled before the end of the free trial or the synchronized files or files uploaded to the cloud are not deleted, the trial version automatically changes to a paid subscription. The edition is defined on the basis of the storage or user size already required.

2. Service Level Agreement

The successful outsourcing of IT services requires a transparent definition of the customer/supplier relationship. Green AG and the customer will regulate the service qualities to be provided and the duties to be performed (hereinafter "Service Level") in the following Service Level Agreement ("SLA").

The SLA provides the customer with a defined quality and entitles the customer to a refund of its monthly fees or a part thereof in the event of non-performance by Green AG (hereinafter referred to as "Service Credit in the event of non-availability").

2.1 Availability

Green AG enables the respective availabilities of the services mentioned in the offer as specified below. The failure of a part of a redundant system is not considered as downtime. If green.ch is unable to comply with the aforementioned availability, the customer acknowledges and agrees that the credits agreed in the SLA represent the sole and exclusive compensation for the customer.

2.1.1 Availability calculation

Availability= (operating time-downtime)/operating time*100

Green AG offers credits as soon as the service availability is below the guaranteed thresholds. This document shows the credits as a percentage of the Monthly Recurring Charge (MRC) base. These credits and compensations are intended to be exhaustive. Additional or other compensation is excluded..

2.2 General measures to ensure the safety of ongoing operations

Green AG only provides services of the highest quality and security in its data centers. The security of customer data and the availability of services are ensured by the following measures, among others

- Backbone lines and corresponding equipment are set up redundantly.
- Segmentation of the networks and strict separation of the different data streams.
- Network monitoring by in-house NOC ("Network Operation Center")
- Exclusive use of branded components
- Carrier-neutral and redundant IP connection of the data center

2.3 Financial reimbursement

If Green AG is unable to meet its contractual obligations, Green shall grant credits in accordance with the following sections. Further claims for damages are explicitly excluded. The customer must assert his claims with Green by means of an inquiry at <https://contact.green.ch>.

2.3.1 Unrecoverable data

The customer is responsible for the synchronization and upload of the files. Green AG assumes no liability for unrecoverable data that was not created via a managed service from Green.

2.3.2 Exclusion of damages

In no event shall either party be liable to the other for any special, incidental, indirect or consequential damages (including lost profits or lost data), whether based on breach of contract, tort (including negligence), product liability or otherwise, and whether or not such party has been advised of the possibility of such damages.

2.3.3 Lack of availability

Green AG offers an availability per calendar month of 99.9%.

If the file sync or share cannot be created due to non-availability of the service, claims can be made for a maximum of 25% of the monthly fee.

A lack of availability of the service is given if the data cannot be uploaded or used in the portal for more than 24 hours due to non-availability of the service.



No SLA credit will be granted if a service is unavailable for a certain period of time, if this is due in whole or in part to one of the following causes:

- a failure of equipment at the customer's premises (if not owned by Green AG), the customer's premises (for example, due to a power failure) or equipment of a supplier of the customer;
- natural disasters, terrorist attacks or other force majeure events;
- a failure due to magnetic/electromagnetic interference or electric fields;
- any negligent act or omission by Customer (or Customer's employees, agents or subcontractors), including but not limited to:
 - o Delay in delivery of necessary equipment by Customer;
 - o Failure to provide Green with sufficient access to the equipment for testing or repair work;
 - o Failure to provide access to Customer's premises to enable Green to meet its obligations with respect to the Service;
 - o failure to take appropriate countermeasures with respect to the defective Service as recommended by Green or failure of the Provider to take such countermeasures itself; or
 - o Failure to use redundancies as required by the Service Level.
 - o Customer's negligence or willful misconduct, including Customer's failure to follow agreed-upon procedures, or
- if the Customer prevents or delays access to the Cage or the Data;
- any scheduled maintenance periods, if Customer has been notified, and emergency maintenance designed to prevent future downtime; or
- disconnection or suspension of the Service by Green AG after Customer has failed to pay within 45 days of the invoice date, or for other sufficient cause.

3. Service Management

3.1 Support

Support is provided for all our services through standard mechanisms:

- Online-Support: via Ticket-System <https://contact.green.ch>
- Live Chat: www.green.ch
- Green AG Website: <http://www.green.ch/support>

- As a customer of Green AG, you can receive telephone support at +41 56 460 23 23 during office hours
- Monday-Friday from 08.00-17.30 (except before and on public holidays).
- Customers with 7 x 24 coverage also contact the above telephone number during office hours.

Any engineering work performed by a Green AG technician may incur a charge, which may be billed per hour and charged to the customer.

3.1.1 Extended Support

The 24/7 Service Desk is - if not already included in the line contract - available as a chargeable additional service and can only be contacted outside office hours.

3.2 Incident management

3.2.1 Failure message

Green AG will inform the customer's technical contact either by telephone or e-mail (in the case of a written report to the contact details provided to green.ch).

3.2.2 Incident sequence

Green AG's philosophy is to provide the customer with the best possible technical and operational availability and service quality. In case of failures, our main goal is to quickly handle and restore service availability. The advantage for the customer is the limitation of the influence on his business activity. Incidents and failures concerning "reactively" controlled services must be reported by the customer. After reporting the failure, a trouble ticket is opened and analyzed. The service is restored on the basis of the agreed service level. Incidents and failures on "proactively" controlled services are reported by the monitoring system. The customer is informed according to the agreed service level. If the failure affects the customer's business, the customer shall open a Trouble Ticket through the appropriate channels.

3.2.3 Duties of the support

- Determine and verify the authorization of the person submitting the request and compare it to the Service Level Agreement between the customer and the provider.
- Initiate the incident management process, which includes the following:
 - o Receiving the request, opening a trouble ticket, and acknowledging it.

- Prioritize, coordinate and monitor the troubleshooting process using internal and external resources.
- Informing the customer of actions taken, interim solutions and resolution.
- Inform the customer about the restoration of service availability.
- Analyze the root cause and make recommendations for further action (change management).

In case of unexpected delays in troubleshooting that lead to a violation of the SLA, an internal escalation is automatically started. Depending on the nature of the problem, either internal senior staff or sales/subcontractor support are the first escalation level. At this point, the manager on duty is involved to ensure that the SLA is adhered to during the escalation process and that the issue is resolved in a timely manner.

3.3 Obligations of the customer

- The Customer shall provide all necessary contact details, including escalation contacts for all services provided, and shall ensure that they are continuously updated in case of changes.
- Customer shall provide and update for Green a list of all persons entitled to support access.
- The Customer shall implement and update appropriate means for the identification of such authorized persons.
- The Customer shall ensure that information on changes to the configuration, interfaces, channels, applications and systems relevant to the provision of Joint Services is supplied to the Provider and is up-to-date at all times.
- The customer is responsible for the continuous maintenance of all customer applications. The maintenance of the customer applications or customer data is the sole responsibility of the customer.
- Only equipment that is in perfect condition and does not pose a danger to persons or property may be installed.
- Customer shall ensure that Green has access to the equipment managed by Green at all times and for any reason. Failure to ensure this shall constitute a breach of the Agreement and may result in termination of the Agreement.
- When working with green.ch employees, all activities must be coordinated in advance. This includes the addition of service options such as additional accounts or network changes.
- Any unauthorized attempt by a customer to access green.ch equipment, whether physical or electronic, is

strictly prohibited. This also includes CPE (Customer Premise Equipment).

3.4 Amendment procedure

Amendments to the Customer Agreement shall be agreed in writing, unless otherwise agreed. Amendments that are not in writing are invalid. The costs incurred in connection with contract management shall be borne by each contracting party itself in the absence of any special agreement.

The contracting parties shall consider offers of amendments and shall notify the requesting party in writing of their consent or any requests for amendments, as a rule within a further two weeks of the submission of the offer of amendments. The requested party shall, as a rule, agree to or reject the revised amendment offer or the alternative amendment offer within a further two weeks after submission of the revised amendment offer.

If one party justifiably rejects the submission of a change offer or if the other party does not accept the change offer or does not accept it within the binding period, the agreed scope of services and conditions shall remain unchanged.

4. Legal provisions

4.1 Subject matter of the contract, scope of application

This SLA only applies to the offer sent with the SLA and the service contract concluded on this basis. Other contracts between green.ch and the customer remain unaffected. The SLA is only transferable to the Cyber Files Solution and its options, but not to other product areas. In the event of contradictory provisions, the agreements in the corresponding service contract shall take precedence over the provisions of the SLA. In addition, the respective valid General Terms and Conditions of Green AG shall apply.

4.2 Establishment of the legal relationship

With the completion of the order on the website or through an offer, a legal relationship is established between Green AG and the customer. The measurement of the SLA parameters takes place from the first successful login on the portal.

This document is an integrated contractual annex to the submitted web or offer order with Green AG.



4.3 Compliance with local

Laws

The customer ensures that no illegal data traffic is sent via Green AG connections. Green AG assumes no liability for this.

4.4 Restrictions

All compensation for Green AG Services is limited to the amount specified in this document. No credit or payment will be made for any reason or to any extent other than as set forth herein, including, but not limited to, loss of business by Customer due to downtime.

4.5 Use of personal data

Customers expressly accept Green's policy on the use of personal information.

See also: <http://www.Green/de-ch/ueber-greench/agb/datenschutz.aspx>

4.6 Changes

Green AG reserves the right to modify this document from time to time, provided that the customer is notified in writing before the changes take effect. If the changes have a material effect on the Services, the Service Fee, or any other obligations under this Agreement, Customer may terminate this Agreement at any time upon monthly written notice..

4.7 Insurance

Green AG systems are insured against corresponding risks. However, neither customer data nor the availability of services delivered by the customer to its own customer base are insured in any way. It is the express responsibility of the customer to obtain insurance coverage. No compensation will be provided for loss of business information or other effects of system failures beyond the credits explicitly described in this document.

4.8 Termination of Services

Upon termination of a Service, Customer must return all equipment provided by Green AG for the performance of the Service to Green AG in good order and condition within 30 days of termination. Customer shall be responsible for all fees and costs associated with such return.

4.9 EULA

End users must accept the Acronis End User License Agreement ("EULA") when they first log in to any product. After acceptance, they can begin installation and register their devices. Devices are registered via the online account in the respective product platform by entering their credentials for the respective product.

4.10 AGB

The general terms and conditions of the provider (General Terms and Conditions Green AG) are an integral part of the customer agreement. The customer's general terms and conditions shall not apply. Other regulations in the customer's documents are not applicable. Cancellations, amendments and additions to the service agreement and the service contracts must be made in writing. The written form can only be waived in writing. If individual provisions of this Service Agreement or the Service Agreements or other annexes to the Customer Agreement prove to be legally invalid or unenforceable, the invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes as close as possible to the intention of the contracting parties existing at the time the respective provision was agreed and which corresponds to the common objectives set out in the preamble to this Service Agreement. The newly selected regulation must not result in any impairment of the relationship between the service of the Provider and the Customer.

[Green Datacenter AGB's](#)