



SLA for Business Connect

1. Service Description

Communication and data form an integral part of the modern-day business world and guarantee the success of each and every business. That makes a stable, reliable and quick Internet connection capable of ensuring communication and the exchange of data all the more important.

Business Connect is ideally suited to small and medium-sized enterprises. It couples high speeds with a high level of security. This service's modular structure lets customers define a customized Internet connection to meet their own, individual requirements. Regardless of whether you connect a web server, POS terminal or your telephone system, Business Connect ensures that your link to the World Wide Web is secure.

1.1 Service overview

1.1.1 Basic services

Internet connection over fiber-optic or copper lines

No bandwidth limit

Professional DSL/fiber router

Static IPv4 network

10-hour repair time in the event of an outage

A firewall is needed to ensure that the Internet connection can be established via the basic service. The customer can use either its own firewall or firewall services provided by green.ch.

1.1.2 Security packages (optional)

The L or XL Internet Service package is a prerequisite for firewall services.

Firewall rules and networking

SSL VPN

Location networking (site-to-site VPN)

NAT rules

Basic Security package

Antivirus

Web blocker

Intrusion prevention

Reputation enabled defense

1.1.3 Additional availability and support

Connection backup

Continue surfing and making phone calls

Static IP network is retained

Expanded service desk

Telephone fault reports from 6 a.m. – 9:30 p.m.

8-hour repair time

Repairs performed even on Sundays



1.1.4 Additional options

Additional Ipv4 networks

Other Ipv4 networks possible

IP addresses are also available in the event of an Internet connection outage

Installation service

On-site installation performed by an electrician

Connection check

1.1.1 Additional services

Business Connect is ideal for the operation of VoIP services like greenPBX or greenTrunk. greenTV can also be received through the service on request.

2. Service level agreement

The successful outsourcing of IT services calls for a transparent definition of the customer-supplier relationship. green.ch and the customer shall define the quality of the services to be provided (hereinafter “Service Level”) and the obligations on the part of the customer in the subsequent Service Level Agreement (“SLA”).

2.1 Object of the contract, scope of application

This SLA only applies to the offer sent together with the SLA and the service contract concluded on this basis. It shall not affect any other contracts in place between green.ch and the customer. The SLA can only be applied to the Business Connect solution and its options, but not to other product ranges. If any of these provisions contradict other provisions of this agreement, the agreements in the corresponding service contract take precedence over the provisions of the SLA. The currently valid version of the General Terms and Conditions of green.ch shall also apply.

3. Service level

The SLA enables the customer to receive a defined level of quality and, should green.ch fail to provide these services, entitles the customer to a reimbursement of all or part of the monthly fees paid (hereinafter referred to as “Service credit in the event of non-availability”).

Service level Availability of Internet access Availability with connection backup	Condition: Internet online 99.0% 99.9%
KPI Response time	Less than 2 hours
General conditions Operating time	24/7 (less scheduled and announced maintenance windows)



Service time	24/7
Office hours	Mon. – Fri. 8 a.m. – 5:30 p.m.
Customer support hours	Mon. – Fri. 8 a.m. – 5:30 p.m.
Expanded Service Desk hours	Mon. – Fri. 6 a.m. – 9:30 p.m. Sat. 6 a.m. – 9 p.m. (local times in Switzerland, not including public holidays)
On-call technical support	✓
Callback	✓
Prioritization	✓
Trouble report	By phone or contact form at http://contact.green.ch Only by phone outside office/support hours
Business continuity	This must be safeguarded by the customer through the use of a solution architecture

4. Availability

Green.ch enables service availability in accordance with the availability levels specified below. The outage of one part of a redundant system shall not be considered downtime. If green.ch is unable to provide the aforementioned availability, the customer hereby acknowledges and agrees that the credits specified in the SLAs shall be the sole, exclusive form of compensation due.



4.1.1 Calculation of availability

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

Green.ch offers a credit as soon as service availability falls below the guaranteed threshold values. These credits and compensation amounts shall be considered final. No other or additional compensation shall be granted. No credit or payment will be made for reasons or of an amount other than those specified here including, but not limited to, any lost business suffered by the customer as a result of downtimes.

4.1.2 Measurement and definition of downtime

Downtime (or non-availability of the service) is only factored in if responsibility for the downtime lies with green.ch. Downtime is defined as follows: It begins at the moment the customer opens a support request or green itself discovers an error and ends when a member of the provider's staff reports that a solution to the problem has been found. There is no other measurement of downtime and all times used for calculating this shall be the times recorded by green. Running time calculations are performed independently for each service, using the worst value (the longest downtime) to calculate the amount of the customer's credit.

4.2 Financial reimbursement

If green.ch is unable to meet up to its contractually stipulated obligations, green.ch shall grant the customer a credit of no more than one monthly fee. Any further claims for damages are explicitly excluded. If the customer wishes to assert any claims against green.ch, this must be done using the contact form provided at <https://www.green.ch/contact>.

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

- a) *the malfunction of equipment on the customer's premises (if not owned by green.ch), at the customer's location (e.g. due to a power failure) or equipment belonging to one of the customer's suppliers*
- b) *natural catastrophes, terrorist attacks or other force majeure events*
- c) *an outage due to magnetic/electromagnetic interference or electrical fields*
- d) *any negligent act or failure to act on the part of the customer (or on the part of the customer's staff, representatives or subcontractors), including:
delays in the customer's delivery of necessary equipment
failure to grant green.ch access to the facilities for testing purposes
failure to grant access to the customer's facilities to enable green.ch to fulfill its service obligations
failure to take appropriate countermeasures regarding the faulty services, as recommended by green.ch, or the prevention of green.ch from taking such measures itself or
failure to use redundancies as offered by the service level
negligence on the part of the customer or willful misconduct, including the customer's failure to follow agreed procedures*
- e) *non-availability due to scheduled maintenance (if the customer has been given prior notice) and emergency maintenance to prevent future downtime or*
- f) *deactivation or discontinuation of the service by green.ch if the customer has not paid within 90 days of the date of the bill, or for other good cause*

4.2.1 Demarcation points

This SLA refers to the Business Connect service provided by green.ch. All assurances given here with respect to performance or operational readiness shall only apply to equipment managed by green.ch that is located between the customer-managed equipment and the providers of green.ch. These providers include the electric company, the tenants and other telecommunications companies.



5. Service management

5.1 Incident management

5.1.1 Warning messages

The customer is responsible for opening support requests for all unresolved problems. If green.ch generates an automatic warning message, this shall not be construed as the confirmation of a problem's existence. Only a correctly opened ticket can be used for calculating downtimes and credits.

5.1.2 Reporting an outage

Green.ch will inform the customer's technical contact either by phone or e-mail (in the case of a written notification, this will be sent to the contact details provided to green.ch).

5.1.3 Incident management procedure

Customers must report all incidents and outages. Once the outage has been reported, a trouble ticket is opened and the case analyzed. Services is then restored in accordance with the agreed service level.

5.2 Obligations of the Support organization

- a) *Ask for and verify the credentials of the person submitting the request and compare these with the Service Level Agreement in place between the customer and the provider.*
- b) *Trigger the incident management process which comprises the following:
Receive the request, open a trouble ticket and provide confirmation
Prioritize, coordinate and monitor the troubleshooting process with the help of internal and external tools
Notify the customer about the steps taken, interim solutions and the solution
Notify the customer that service availability has been restored
Analyze the underlying cause and recommend the next steps (change management)*

In the case of unexpected delays in troubleshooting efforts that lead to a violation of the SLA, the matter is automatically escalated internally. Depending on the type of problem, the first escalation level will be either senior members of our internal staff or sales/subcontractor support. The manager on duty will be called in at this point to ensure compliance with the SLA during the escalation process and that the problem is resolved in a timely manner.

5.3 Amendment procedures

Amendments to the customer agreement will be made in writing unless otherwise agreed. Amendments not documented in writing are invalid. Unless otherwise agreed, the costs incurred in connection with contract management shall be borne by each contracting party itself.

The contracting parties will examine proposals regarding amendments and notify the requesting party in writing of their approval or any amendments desired, as a rule within two weeks following the submission of the proposed amendment. The requested party usually either approves or rejects this or the alternative amendment proposal within another two weeks following submission of the revised amendment proposal.

If one party rejects an amendment proposal for good reason or the other party either does not approve the proposed amendment or fails to do so before the deadline, the agreed scopes of service as well as the terms and conditions shall remain unamended.



5.4 Use of subcontractors

The contractually agreed services of green.ch are provided by the company's own staff and equipment as a matter of principle. It is, however, entitled to have contractually agreed services performed through the use of third parties and/or employees of third parties (hereinafter referred to as "Subcontractors").

Only companies accredited by green.ch and the trained specialists of those companies will be used for this purpose. In terms of their reliability, the subcontractors meet the same requirements as the provider itself.

Furthermore, the following apply with regard to the use of subcontractors:

- c) *Green.ch remains the customer's exclusive contact in all matters concerning the services performed by the subcontractor.*
- d) *Green.ch is obliged to ensure that the subcontractor complies with all contractual obligations concerning the customer.*
- e) *Green.ch remains responsible for selecting, monitoring and providing instructions to the subcontractor and the use of a subcontractor shall not release it from its own performance obligations. However, claims based on slight negligence are excluded.*
- f) *Green.ch must conclude a written contract with each subcontractor in which the duties of the subcontractor are specified.*

The subcontractor's services will be provided in the name of, on behalf of and as services provided by green.ch.

The use of subcontractors for the collection, processing and use of company and personal data is also subject to data protection regulations in accordance with the General Terms and Conditions (GTC) of green.ch. Irrespective of the conditions stated above regarding the involvement of subcontractors, the disclosure of company and personal data is only permitted if the subcontractor has accepted the data protection agreement in accordance with the GTC. In general, the provider and its subcontractors may only transfer personal data from the customer's side to countries outside Switzerland if the customer has consented to such a transfer in writing and the legal data protection requirements have been met.

5.5 Obligations of the Customer

- a) The customer shall provide all necessary contact details, including contacts for escalation, for all services provided and shall ensure that they are updated on an ongoing basis in the event of changes.
- b) The customer shall provide green.ch with a list of all individuals entitled to access support services and keep this list up to date.
- c) The customer shall implement suitable means of identifying these authorized individuals and keep these updated.
- d) The customer shall ensure that information related to changes made to the configuration, interfaces, channels, applications and systems of relevance for the purpose of providing joint services are delivered to the provider and kept up to date.
- e) The maintenance of customer data is the sole responsibility of the customer.
- f) Only equipment that is in perfect condition and poses no danger to persons or property may be installed.
- g) The customer must ensure that green.ch can access equipment managed by green.ch at all times and for any reason. Failure to do so constitutes a breach of the agreement and may result in termination of the contract.
- h) The customer will not have any write access to equipment managed by green.ch.
- i) All activities carried out in cooperation with green.ch employees must be coordinated in advance. This also applies to supplementary service options such as additional accounts or network changes.
- j) All unauthorized attempts by a customer to access equipment belonging to green.ch, whether physically or electronically, is strictly prohibited. This also includes customer premises equipment (CPE).



Requirements for the customer installation

Business Connect requires that green.ch place and operate hardware (usually a router plus an optional firewall) at the customer's location.

This equipment is referred to as CPE (customer premises equipment). To guarantee the operational reliability of this equipment, the following requirements apply:

Ambient conditions

- a) *Operating temperature: 0° to 40° C*
- b) *Operating humidity: 10% to 85%, non-condensing*
- c) *Ambient air: largely dust-free*

The electrical power available at the site must meet up to the requirements of green.ch. Green.ch urgently recommends the use of an uninterruptible power supply (USP) to minimize downtime. The USP must be equipped such that the power supply to equipment required by green.ch is guaranteed. Responsibility for downtime attributable to a power failure at the customer's site is explicitly excluded.

Permanent power supply

- a) *AC input voltage: 230 V*
- b) *AC input frequency: 50 Hz*
- c) *Max. AC input current: 2 A (230 V)*

5.6 Insurance

While green.ch systems are insured against appropriate risks, neither the customer data nor the availability of the services provided by the customer to its own customer base are insured. It is the express responsibility of the customer to obtain insurance coverage. No compensation will be granted for the loss of business information or for the impact of any other system failures in excess of the credits explicitly described in this document.

5.7 Termination of services

In the event that a service is terminated, the customer must return all equipment furnished by green.ch for the provision of the service, without being asked to do so and in good condition, to green.ch within 30 days of the end of the contract. The customer is responsible for all fees and costs associated with the return of this equipment. As an alternative, the customer can also request that the provider send a technician to pick up the equipment (subject to charge), send it by mail or choose another option, where applicable.

The customer is liable for bearing the cost of any replacement hardware in the following cases:

- a) *If the equipment is lost or not returned within 30 calendar days following the end of the contract.*
- b) *If the condition of the equipment is such that the provider can no longer use the hardware for another client; this does not include wear and tear over time.*



6. Other provisions

6.1 Establishment of the legal relationship

Conclusion of the order (upon receipt of a signed offer or through the website) establishes a legal relationship between green.ch and the customer. Measurement of the SLA parameters begins on the start date of the contract.

6.2 Compliance with local legislation

The customer must ensure that no illegal data traffic is sent via green.ch connections. Green.ch assumes no liability for such traffic.

6.3 Restrictions

Compensation for the services provided by green.ch is limited to the compensation amounts specified in this document. No credit or payment will be made for reasons or of an amount other than those specified here including, but not limited to, any lost business suffered by the customer as a result of downtimes.

6.4 Use of personal data

Customers expressly accept the guidelines issued by green.ch governing the use of personal data. Please refer to: <https://www.green.ch/datenschutz>

6.5 GTC

The General Terms and Conditions of the provider (General Terms and Conditions of green AG) form an integral part of the customer agreement. The general terms and conditions of the customer shall not apply. Any provisions to the contrary contained in the customer's documents are not applicable. Cancellations, amendments and supplements to the service agreement and the service contracts must be made in writing. The written form requirement can only be waived in writing.

Should individual provisions of this service agreement or the service contracts or other appendices 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 that comes closest to the desired effect of the contracting parties at the time the respective provision was agreed and corresponds to the common objectives set out in the preamble to this service agreement. The new provision may not result in any impairment of the relationship between the provider's services and the customer.