



Service description and SLA

Nextcloud Managed Backup

1 Introduction

This document describes the services provided in connection with the Nextcloud Managed Backup service offered by green.ch AG.

2 Service description

2.1 Nextcloud Managed Backup

Ensuring that business-relevant data are backed up on a regular basis is vital. If data is lost, this can give rise to significant damage and rectifying the situation can be extremely time-consuming and/or costly.

green.ch creates and monitors data backups for your Nextcloud within the scope of its Nextcloud Managed Backup service.

Incremental data backups are created once a day and a complete backup of all data and the database is created once a week.

2.1.1 The Nextcloud service

Nextcloud is a software program that stores data (file hosting) on virtual servers operated by green.ch in Switzerland. Nextcloud data can then be accessed by means of clients. Data can be created, edited and deleted. This software also offers other features including video conferences and collaboration services.

Nextcloud is an alternative to commercial storage services such as Dropbox, One Drive, etc.

2.2 General terms and provisions

2.2.1 Basic fee

The current basic fee can be found on the green.ch website. This basic fee covers the following services:

- Daily incremental backup of files and the database
- 100 GB backup storage
- Two file-based restores possible per month (non-cumulative)

2.2.2 Storage space

The basic fee includes 100 GB of storage space for your files. Additional storage is subject to a fee. The current prices can be found on the green.ch website.

2.2.3 Installation



If the backup service is ordered at the same time as the Nextcloud service, installation of the backup services is included. If the backup service is ordered at a later date, installation is subject to a fee.

2.3 Data backups

2.3.1 Backup schedules and retention period

The timing of backups performed by green.ch AG is as follows:

- Once daily between 11 p.m. and 4 a.m.
- All data are retained for 28 days.
- A full file backup is created once a week
- Daily backups are incremental

2.3.2 Backup monitoring

Backups are checked based on these three factors:

- **Validation**
This option is used to verify whether data stored in a backup can be restored.
- **Nextcloud maintenance mode activated**
Nextcloud is put in maintenance mode prior to every backup and then reactivated once the backup is finished. This approach prevents inconsistencies in the database.
- **Monitoring**
Backup processes are monitored on an ongoing basis. If a backup fails, green.ch is notified and can initiate appropriate countermeasures.

If necessary, measures are taken to restore the availability of the backups. green.ch will contact the customer in the event that backup availability cannot be guaranteed without any intervention or allocation of resources on the part of the customer.

2.3.3 Data integrity

green.ch monitors the backup process and ensures that they are carried out as regularly as planned. The validation performed after every backup checks whether the data is capable of being restored. Backups are therefore created and monitored on a best-efforts basis. green.ch does not offer any guarantee with respect to the integrity of the data.

2.3.4 Protection against viruses and malware

Under the Nextcloud Managed Backup service, data is stored as a backup in the cloud. It is not scanned for viruses nor checked for malware. In a worst-case scenario, infected files are backed up along with all the other files. The backup protects the data so that an uninfected version of the file can be restored for up to 28 days (4 weeks). This requires that the file's infection be detected and reported by the customer before the end of that period.

2.4 Data restoration

2.4.1 File-based restores

One or more files can be restored using a simple file restoration process. Two file-based restores are included in the basic monthly fees. You will be charged on a cost basis for the third restore and any thereafter.



You will be invoiced an initial fee of CHF 190.00 for file-based restores. This fee also includes one hour of systems engineering work. After that first hour, all additional work will be invoiced in 15-minute increments.

Engineering work is invoiced at a rate of CHF 190.00 per hour.

2.4.2 Database restores

If the entire Nextcloud installation is lost, it can be restored using the database restore process. Even lost users and rights can be restored using this process. This type of restoration is time-consuming and should only be selected in urgent cases. You will be invoiced an initial fee of CHF 190.00 (incl. one hour of engineering work). After that first hour, all additional work will be invoiced in 15-minute increments. The length of time required to restore the system depends heavily on the volume of data involved. As a general rule, expect it to take at least one hour.

Engineering work is invoiced at a rate of CHF 190.00 per hour.

2.4.3 Location where restored data are stored

Restored data are always restored to their original green.ch server. Other storage locations, such as a USB flash drive or external hard drive, etc., must be discussed on a case-by-case basis with our Customer Service. This is invoiced on a cost basis, less one hour, which is already included in the basic fee. After the first hour, all additional work will be invoiced in 15-minute increments.

2.5 Other

2.5.1 Invoicing

Invoicing is done on a monthly basis and in arrears. Apart from the basic fee, the only items on the invoice will be those services actually purchased from green.ch.

2.5.2 Contract term and termination

Nextcloud Managed Backup is not subject to any minimum contract term. This service can be terminated at any time at the end of a month subject to a one-month notice period. Please note that, for legal reasons, we can only accept signed termination notices submitted in writing. Please send these via e-mail to service@green.ch, via our contact form at <https://www.green.ch/de-ch/support/kontakt.aspx> or by mail addressed to green.ch AG, Industriestrasse 33, 5242 Lupfig.

2.5.3 Disclaimer

green.ch cannot be held liable for damage caused either directly or indirectly as a result of the operation or outage of the service. Financial reimbursements are discussed in Section 4.2 ff.

2.6 Support

You can reach us by phone from Monday to Friday, 8 a.m. – 5:30 p.m., at this phone number: +41 56 460 23 23.

You can also contact us via chat and through our contact form <https://www.green.ch/de-ch/support/kontakt.aspx>. Or send an e-mail to service@green.ch.



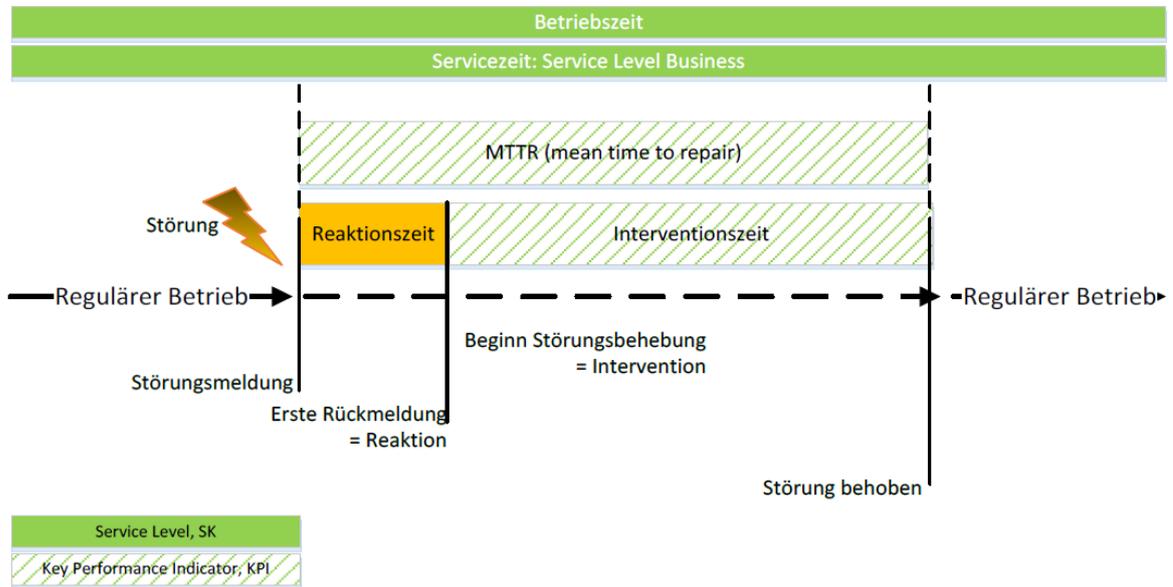
3 Service level agreement

The successful outsourcing of IT services requires a transparent definition of the customer-supplier relationship. GDC 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”).

3.1 Definition of terms

Service level, SL	Defined, quantifiable criteria for the provision of a specific quality of service by green.ch
Key performance indicators, KPIs	These represent targets rather than obligatory service metrics
Service time	Service time refers to the period of time during which the contractually agreed services are provided.
Operating time	Operating time refers to the time in which the system is always available. The planned and announced maintenance windows are not part of the operating time. The operating time will comprise at least 8,604 hours of operation, calculated as follows: 24/7 for 1 year = 8,760 h – 156 h maintenance window. When a redundant architecture is in place, the two redundant devices/systems are serviced at different times.
Availability	Availability [%] = $100 * ((\text{operating time} - \text{unplanned outages during the operating time}) / \text{agreed operating time})$. The agreed operating time does not include the time scheduled for planned maintenance windows).
Response time	The response time defines the maximum amount of time that passes between when a failure occurs or is reported and the start of fault analysis work. green endeavors to comply with the response times specified and to swiftly remedy all outages and faults. However, compliance with the response time cannot be guaranteed in every case. No contractual penalty and no claims for damages will arise if deadlines are missed
Mean time to repair, MTTR	The mean amount of time needed to make a repair or restore operation
Maintenance window	For the purposes of this SLA, "scheduled maintenance" is required in order to provide the services or update the infrastructure Scheduled maintenance windows are set in advance and announced on status.green.ch accordingly. Customers will also be informed at least 48 hours before any scheduled service interruption required as a result of maintenance work. green.ch will notify the technical contact point designated by the customer in writing by e-mail about the scheduled service interruption and the nature of this interruption. If maintenance is required, green.ch will try to perform it during one of our regular maintenance windows. These are Saturdays and Sundays as well as Tuesdays from 5:30 – 6:30 a.m. In the event of unplanned incidents or malfunctions, green.ch has the right to perform emergency maintenance immediately at any time and without prior notice. In this case, the maintenance work will be published accordingly on the http://status.green.ch website.
Single point of contact, SPOC	A single point of contact (SPOC) is customers' central point of contact and is provided by the Customer Care Center (support hotline: 0844 842 842). Customers with the “Business” service level will

	receive a separate 24/7 on-call service number that can be reached outside our office hours.
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3.2 Managed backup support

Data can only be as secure as the hardware they are stored on and the location from where the hardware is operated. In light of this, GDC's network devices are only operated from Switzerland and enjoy the very high security and data protection standards for customers afforded by Swiss data protection legislation as well as both national and international standards.

Business Service Desk (BSD)

Available from 8 a.m. to 5:30 p.m. (local time in Switzerland) from Monday through Friday. The green.ch Business Service Desk (BSD) monitors the availability and integrity of the backup and ensures compliance with the contractually agreed service level agreement (SLA). Depending on the SLA level, green.ch registers failed backups and responds proactively, whenever possible even before the customer experiences any restrictions in service as a result.

3.3 Customer support

GDC's highly qualified, multilingual support staff can be reached by phone or via the online ticket system at www.green.ch to take receipt of customers' support requests and administrative inquiries. Customer Support can be reached by phone from Monday to Friday, 6 a.m. - 10 p.m. (local time in Switzerland, not including public holidays). The Business Support team is the customers' first point of contact for all questions except those related to sales. Any problems that cannot be resolved through the Support team will be forwarded to the competent technical or commercial staff of green.ch.

3.3.1 Extended customer support

Unless already included in the service contract, the 24/7 Service Desk is available as an additional service subject to charge and can only be contacted outside office hours.

Support for all of our services is provided through standard channels:

- Online support: via the ticketing system at <https://contact.green.ch>



- Live chat: www.green.ch
- The green.ch website: <http://www.green.ch/support>
- As a customer of green.ch, you can obtain telephone support by calling +41 56 460 23 23 during our office hours of 6 a.m. - 10 p.m., Monday - Friday (except prior to and on public holidays).
- Customers with 24/7 coverage should also contact this same number.

3.4 General measures to ensure the security of ongoing operations

green.ch provides exclusively top-quality, highly secure services in its data centers. The security of customer data and the availability of services are ensured by these and other measures:

3.4.1 Security and availability of the internal network infrastructure:

- Backbone lines and related equipment is set up redundantly.
- Segmentation of all networks and strict separation of the various data streams
- Network monitoring by our in-house NOC (Network Operations Center)
- Exclusive use of name-brand components

3.4.2 Availability of external network connection:

- Data center has a carrier-neutral, redundant IP connection

3.5 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 Nextcloud Managed Backup 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.

4 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	Value or comment
Guaranteed service level Availability	As a % of the operating time in accordance with the tables below
Key performance indicator, 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., 6 a.m. – 10 p.m.



On-call support by technicians outside normal office hours	✓
Callback	✓
Prioritization	✓
Trouble report	By phone or contact form at https://contact.green.ch , outside office hours only by calling the on-call number provided
Business continuity	This must be safeguarded by the customer through the use of a solution architecture

*In the case of a redundant connection, the operating time increases and approaches the service time because both paths never undergo maintenance at the same time.

4.1 Availability

Green.ch enables the availability as specified below of the services mentioned in the quote. 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 credits as soon as service availability falls below the guaranteed threshold values. The tables in this document show the credits expressed as a percentage of the basic monthly recurring charges (MRC). These credits and compensations 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 Service guarantees

greenBackup Portal

Availability 99.9%
Condition: Backups can be created

4.2 Financial reimbursement

If green.ch is unable to fulfill its contractually stipulated obligations, green.ch shall grant credits in accordance with the tables shown below. 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://contact.green.ch>.

4.2.1 Unrestorable files

In the event that any files or the database cannot be restored from the most recent backup, the customer may request a refund of the monthly fee as indicated in the list below, however up to a maximum of one monthly fee:

Restored from	Service credit if restore fails
Most recent complete backup	10% of the monthly fee
Backup prior to the last backup	50% of the monthly fee



No restore possible	100%, no more than one monthly fee
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If the files cannot be located in the backup, no claims can be made.

4.2.2 Insufficient availability

In the event that no backups can be created because the backup service is not available, the customer may request a refund of the monthly fee as indicated in the list below, however up to a maximum of one monthly fee:

Availability per calendar month	Service credit in the event of non-availability
Less than 99.9%	5%
Less than 99.8%	10%
Less than 99.0%	25%
Less than 95%	50%

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

1. 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
2. natural catastrophes, terrorist attacks or other force majeure events
3. an outage due to magnetic/electromagnetic interference or electrical fields
4. 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:
 - a. delays in the customer's delivery of necessary equipment
 - b. failure to grant green access to the installations for testing purposes
 - c. failure to grant access to the customer's facilities to enable green to fulfill its service obligations
 - d. failure to take appropriate countermeasures regarding the faulty services, as recommended by green, or the prevention of green from taking such measures itself or
 - e. failure to use redundancies as offered by the service level
 - f. negligence on the part of the customer or willful misconduct, including the customer's failure to follow agreed procedures
5. if the customer prevents or delays access to the cage or data
6. non-availability due to scheduled maintenance (if the customer has been given prior notice) and emergency maintenance to prevent future downtime or
7. deactivation or discontinuation of the service by green.ch if the customer has not paid within 45 days of the date of the bill, or other for other good cause

4.2.3 Fulfillment of the Managed Backup service

The Managed Service is deemed to have been provided if the aspects listed in Section 2.3.2 are fulfilled as follows.

- The backup process and the validation of the backup process are completed without any error message or warning.
- Nextcloud's maintenance mode was activated and deactivated without any error message or warning.
- Failed backup processes were analyzed by the Business Service Desk within one working day and appropriate countermeasures have been initiated.



4.2.4 Demarcation points

This SLA refers to the Nextcloud Managed Backup 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.

4.2.5 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.

5 Service management

5.1 Incident management

5.1.1 Reporting an outage

green 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).

5.1.2 Incident management procedure

The philosophy of green.ch is that customers should receive the very best level of availability and service quality possible, both technically and operationally. Should failures arise, our main objective is to handle the incident swiftly and restore service availability. This approach benefits our customers by limiting the incident's impact on their business activities.

Customers must report all incidents and outages affecting "reactively" managed services.

Once the outage has been reported, a trouble ticket is opened and analyzed. Services is then restored in accordance with the agreed service level.

Incidents and outages affecting "proactively" managed services will be reported by the monitoring system. Once appropriate steps are taken, the customer will be notified accordingly subject to the agreed service level. If the outage affects the customer's business activities, the customer must open a trouble ticket via the appropriate channels.

Obligations of the Support organization

- 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.
- 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.

5.2 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 a 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.

5.3 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:

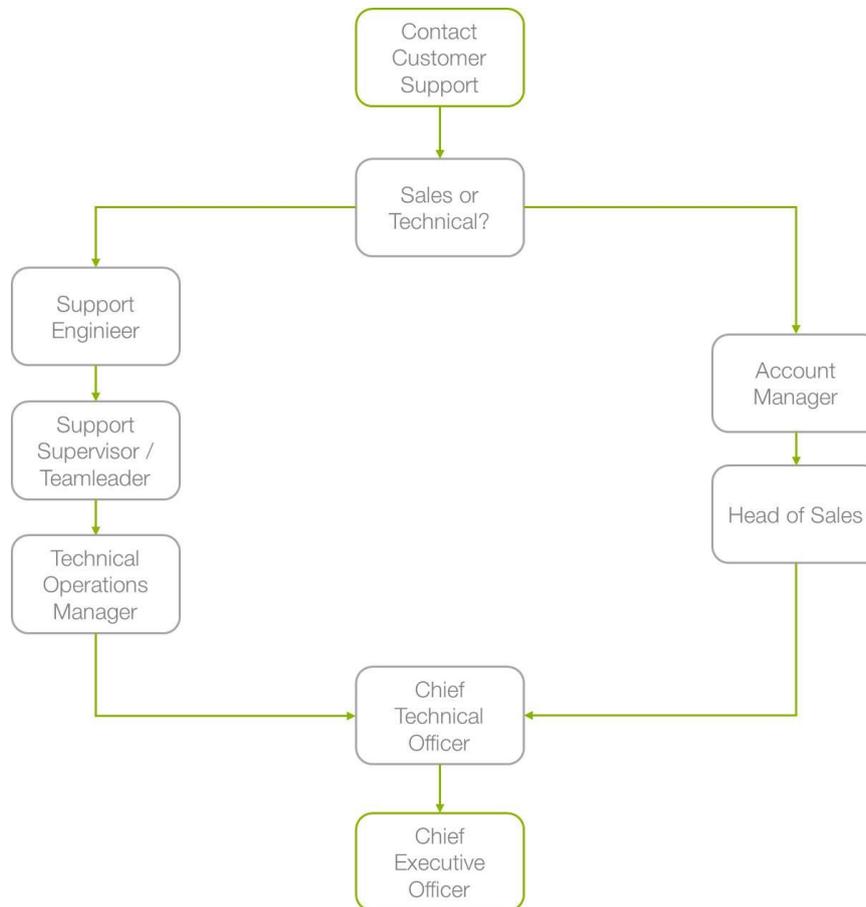
- green.ch remains the customer's exclusive contact in all matters concerning the services performed by the subcontractor.
- green.ch is obliged to ensure that the subcontractor complies with all contractual obligations concerning the customer.
- green.ch remains responsible for selecting, monitoring 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.
- 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.

5.4 Escalation triggered by the customer

If the customer fears that either the speed or the quality of the support / troubleshooting process could seriously jeopardize its business, the customer has the option of independently triggering an escalation. Please note that an escalation can only be triggered with a valid ticket number.



If the customer is dissatisfied with the solution found, he/she may contact the team leader for technical issues or the key account manager for sales-specific inquiries.

In the unlikely event that the problem cannot be resolved, the management is the next point of contact. This is the Chief Technical Officer for technical issues and the Head of Sales if this concerns other matters. If this occurs, the Chief Technical Officer can take the necessary steps. Our Chief Executive Officer is the last person in the support chain.

5.5 Obligations of the Customer

- The customer shall provide all necessary contact details, including contacts for the escalation of all services provided, and shall ensure that they are updated on an ongoing basis in the event of changes.
- The customer shall provide green with a list of all individuals entitled to access support services and keep this list up to date.
- The customer shall implement and update suitable means of identifying these authorized individuals.



- 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.
- The customer is responsible for the continuous maintenance of all customer applications. The maintenance of customer applications or customer data is the sole responsibility of the customer.
- Only equipment that is in perfect condition and poses no danger to persons or property may be installed.
- The customer must ensure that green can access equipment managed by green 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.
- The customer will not have any write access to equipment managed by green.ch.
- 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.
- All unauthorized attempts by a customer to access equipment belonging to green.ch, whether physically or electronically, is strictly prohibited. This also applies to CPE (customer premises equipment).

5.6 Warning messages

It is the customer's responsibility to open 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.

5.7 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:

- If the equipment is lost or not returned within 30 calendar days following the end of the contract.
- 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.

5.8 Insurance

While green 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 credit percentages explicitly described in this document.



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/de-ch/übergreench/agb/datenschutz.aspx>

6.5 AGB

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.