

Service Level Agreement

IT Solution GmbH

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1. Introduction

1.1. Goals

The Service Level Agreement specifies the Quality of certain IT-Services between the IT Solution GmbH and their Customers. The Service Level Agreement consists of this general section and for each service a service description.

This Document contains all the relevant Terms and Regulations generally concerning all service description. This document is subject to mutual consent to make changes in order to ensure optimal service provision and process organisation. However, changes require the consent of all concerned parties.

1.2. Effective Date and Period of Validity

The Service Level Agreements come into force after the parties involved have signed the contract and apply to all customers of IT Solution GmbH. The current version of the agreement applies.

In situations where certain terms within the Service Level Agreement contradict each other, the terms most beneficial for the customer apply.

2. Service Level – General

The service description serves to record the service that is provided for a service as well as the regulation of the processes and organisational interfaces that are required for the service providers.

2.1. Availability - Data Centres

The availability of our data centres is dependent on the power supply. The power supply is secured through appropriate technical means.

The IT Solution GmbH guarantees the availability of our data centres of 99.99% in the monthly mean. This is met if the actual availability does not fall below this value within the monthly mean.

2.2. Availability and Latency – Internet connection

The IT Solution GmbH is continuously measuring the internet availability within and outside of our core-network. Availability is given as long as at least two data centres of the IT Solution GmbH are reachable through at least one external measuring point.

The IT Solution GmbH guarantees the availability of an internet connection 99.9% in the monthly mean. Furthermore the IT Solution GmbH commits to choose carriers which can guarantee the following Latencies:

- Within Europe < 38-40 ms in the monthly mean
- USA < 75 ms in the monthly mean

3. Service Level – Product

3.1. Communication with *(Hausaufgaben Company)*

General contact for all customers of the IT Solution GmbH is the customer service. The customer service is reachable through the following means:

- E-Mail: contact@IT-Solutions.com
- Telephone: +49(0)40 1234567 – 80
- Mail: IT Solution GmbH, Eine Straße 1, 22760 Hamburg, Germany

To guarantee the reaction times stipulated in this agreement the Customer is required to contact the IT Solution GmbH through the means listed above.

Should these communication channels be subject to changes the IT Solution GmbH will inform their customers within a timely manner.

3.2. Support Times

The support times are the timeframes in which the IT Solution GmbH guarantees the reaction and recovery times.

The support times are Monday to Friday, 09:00 – 17:00.

Additionally in urgent cases our E-Mailbox is monitored 24/7 to be able to work on any total failure of our services.

3.3. Reaction Times

The reaction time begins with the receipt of the customer report on one of the communication channels stated above.

The reaction times are divided into:

- General Requests (4 hours)
- Disturbances (3 hours)
- Total Failures (1 hour)

The classification within these categories is carried out by an employee of IT Solution GmbH based on the description within the customer request.

Within the stated reaction times will the customer receive a qualified assessment of their Problem, in the best case this will contain a solution for the reported problem. At least this will inform the customer about the procedure going forward.

In case of a total failure this will also contain an estimated time until recovery.

3.4. Recovery Times

In the case of disturbances or total failures of IT Solution GmbH services the IT Solution GmbH guarantees to recover the full functionality of those services within certain timeframes.

In case of disturbances of a service IT Solution GmbH guarantees the full recovery of the service within 24 hours.

In case of a total failure of a service the IT Solution GmbH guarantees the recovery of the service within 6 hours to a running state, from there, if the service is not running as expected, this service will from that point on be treated as disturbed and will be recovered within 24 hours accordingly.

4. Non-Compliance

Should the guaranteed Service Level not be reached will IT Solution GmbH grant the customer a credit on their customer account, if the customer makes a written claim via mail within one month after the month in which these goals were not reached. Generally, can this credit only be claimed after the end of the month.

5. Glossary

- ms: milliseconds
- monthly mean: The time of the month divided by the time the recorded goals were met
- time until recovery (TUR): The timeframe which begins with the report of a service failure and end when the service is running as expected.
- First level Support: Answering general questions customers/users might have and first to respond to reported problems. They solve known issues which development were not able to fix jet supported by a database of these known errors. If they cannot solve a problem, they escalate the problem to second level.
- Second Level Support: Working on solutions and workarounds for new Problems and adding these to the known errors database.

- **Known Errors Database:** Detailed descriptions of all known errors and their solutions or workarounds. Used by first level support and maintained by second level support.