Service Level Agreement

1. General information

This service level agreement guarantees the quality criteria agreed between maxcluster GmbH and its customers. In the event that the agreed service level is not achieved yet the other requirements are met, the customer shall be entitled to lump-sum compensation.

2. Definitions

Service Level
Defines the classification of the individual contractual assurances.

Availability
Defines the percentage of a year during which the provided service operates without unscheduled disruption.

Downtime
Refers to the period in minutes during which a service is affected by an error category A unscheduled disruption.

Year
Refers to the period of 365 calendar days or 8760 hours in which a service is rendered. The year commences on the date when the service is first provided and ends 365 days later.

Disruption
Refers to any situation that can be classified as error category A and persists for longer than 5 minutes.

3. Service Level

The percentage availability for each year is as follows:

99,99+ Business SLA

At least 99.99% availability of services. | Maximum downtime of 52 minutes per year.

4. Provisions

1. maxcluster GmbH warrants that all orders will be provided within 24 hours after confirmation.
2. The customer will be contacted by phone after placing an order. We will contact the customer in order to confirm the order between 9 am and 5 pm.
3. Once we have reached the customer, the order is regarded as confirmed. If maxcluster GmbH delays the provision of the service, the customer shall be granted a one-time credit note.

50 % of the first monthly basic fee for the provision in the case of delays of over 24 hours after order confirmation.	100 % of the first monthly basic fee for the provision in the case of delays of over 48 hours after order confirmation.

5. Error categories

The following categories are used to classify errors according to their severity and their repercussions on functionality or services:

Error category A
An error that persists for over 5 minutes which is not caused by the customer, prevents operations and for which there is no alternative solution available. It leads to significant impairment of the customer's business operations.

Error category B
An error that is not caused by the customer, impedes operations and for which there is no alternative solution available. It may lead to impairment of the customer's business operations in certain cases.

Error category C
An error that is not caused by the customer, only minimally influences the customer's operations and for which there is temporary alternative solution. The customer can continue business operations in all material respects.

Error category D
An error that is not caused by the customer and does not or only minorly influences the customer's business operations.

6. Downtime

1. Downtime is measured starting from the occurrence of the category A or B error.
2. Downtime ends once the error has been remedied and the customer is informed thereof. The automatic re-availability of applications, websites and services is also regarded as a notification of error elimination.
- The periods during which errors arise due to the following events or circumstances are not fundamentally regarded as downtime, namely, if

    - the customer announces an error despite the lack thereof;
    - the customer performs a change on the system that is not permissible as per the documentation and the Terms and Conditions;
    - the downtime attributable to errors is incorrectly reported by the customer's internal or external monitoring services;
    - the error in question is related to scheduled maintenance work on the infrastructure, which was announced in advance or commissioned by the customer;
    - the error is the result of a force majeure event.

7. Compensation

If the provider fails to meet a particular service level within a specified period, the customer shall be issued a credit note according to the following conditions:

- The amount of lump-sum compensation is determined by the monthly downtime for each agreement. The downtime is calculated as a percentage of the operating year.
- For each hour of downtime that exceeds the permitted amount, the customer shall be granted a 10 % credit note for the monthly basic fee.
- The credit note is then applied to the subsequent invoice and may not exceed the amount of one monthly basic fee.
- Compensation shall not be paid during an agreed test or configuration period.

8. Error notification and procedure

1. All errors must be registered as errors by phone, email or with the submission of a ticked in the admin section.
2. Irrespective of the error category, initial notifications from the customer must be responded to within 4 hours. The customer will be informed of new findings related to the troubleshooting process and once the error has been eliminated.

9. Maintenance window

A maintenance window shall be scheduled to further increase the stability and performance. During this window, periodic, scheduled and unscheduled maintenance work will be performed on the systems operated by maxcluster GmbH and its suppliers. Maintenance work is required to ensure and safeguard ongoing operation.

1. The customer must be notified of scheduled work that may influence or disrupt the customer's services in good time, generally 3 working days in advance.
2. The customer must be informed of scheduled system maintenance with as much notice as possible. In certain cases, maxcluster GmbH suppliers provide deviating maintenance windows. The customer may receive separate information on the pertinent terms for the chosen supplier upon request.

10. Customer orders

1. Customer orders are accepted from Monday to Friday, 9 am to 5 pm. The customer will receive confirmation stating when the order will be performed within 4 hours or by 12 pm the next day.
2. maxcluster GmbH reviews all orders placed by the customer with regard to the type of service requested in terms of compliance with the specified and agreed provisions. If the customer's order may restrict availability, the provider reserves the right to reject it.
3. The customer is required to specify a time frame for the order. If the time period is between 5 pm and 9 am, the performance must be separately agreed.

11. 24/7 emergency service

1. Our emergency service can be used to report any categories of errors that occur outside of our normal business hours. The emergency phone number can be found in the central management interface.
2. Irrespective of the error category, initial notifications from the customer must be responded to within 30 minutes. The customer will be informed of new findings related to the troubleshooting process and once the error has been eliminated.

12. Severability clause

In the event that individual provisions of this agreement are found to be void or unenforceable in full or in part, this shall not affect the validity of the remaining provisions. The same applies in the case of regulatory gaps. The contractual parties shall be obliged to replace the void or unenforceable provision or fill the regulatory gap with a provision that comes closest to the intent of the original provision.