

Internet Datacenter Services

Master Service Level Agreement

Basic SLA

This Basic Service Level Agreement is standard for all Computerline Datacenter services. It defines hourly rates, credit terms, downtimes and includes further conditions. Additional guarantees or conditions can be added to this basic SLA by way of separate contract.

General terms and Conditions

Computerline shall issue credit if the following guaranteed service properties have not been complied with:

- stipulated Ready For Service Date
- minimum service availability according to contracted service level agreement
- maximum recovery time according to contracted service level agreement

Excluded from any credit issue are cases caused by the following:

- force majeure (act beyond the reasonable control of Computerline)
- negligence by the customer, customer's employees, agents or representatives, or malicious activities by third parties (hackers)
- failures caused through improper use or overloading of hardware by the customer
- unavoidable service disruption due to service changes requested by the customer, or service changes required by law or regulatory authorities
- scheduled maintenance by Computerline

Should credit be issued, the total amount of that credit shall not exceed one monthly fee per corresponding service per operating year. Credit applications must be received by Computerline in the form of a support ticket no later than 30 days from the date when the disruption occurred.

Claims to damage compensation in the event of any service unavailability, third party interference, data loss, or downtime (also through Time-for-Service-Restoration) are expressly excluded.

Ready For Service Date

Should Computerline be delayed in providing the customer with a service on the agreed date, credit shall be issued to the value of 5% of the monthly fee for the corresponding service per working day until the delayed service is provided.

Any credit shall not exceed 1 monthly fee for the affected service.

Power Availability

Through our competent power network partners, we can offer a power availability of 99.999% with the option of 2 redundant cables. In the event of a power outage, we shall issue credit as follows:

Power Outage	Credit Issued as Percentage of Monthly Fee
15-60min	5%
1-2hrs	10%
2-4hrs	15%
4-8hrs	25%
8-12hrs	50%
12-17hrs	75%
> 17hrs	100%

Network Availability

Computerline is connected to the densest Networks and has its own dark fibre connections. Between carrier and internal European core-nodes there is a guaranteed response time of 40ms. The transatlantic response time is 100ms and 300ms in Asian regions. We are fully satisfied with the quality of our network, which has over 1200 available peering points through carriers. As well as this, we have various further direct peering points at our disposal. We never overload our lines or ports. As soon as we identify excessive peaks, we increase lines and ports. Should there be network failure, we shall issue credit as follows in case the customer is having a dual feed to our network:

Network Unavailability	Credit Issued as Percentage of Monthly Fee
15-60min	5%
1-2hrs	10%
2-4hrs	15%
4-8hrs	25%
8-12hrs	50%
12-17hrs	75%
> 17hrs	100%

Hardware Availability and Restoration Time, TSR

The Restoration Time (Time-for-Service-Restoration, TSR) as well as back-up intervals are defined in the customer's contract. It is valid for hardware and back-ups. Should the agreed maximum restoration time be exceeded as defined in the customer contract, Computerline shall issue credit as follows:

Restoration Time Excess	Credit Issued as Percentage of Monthly Fee
from > 0% to 50%	10%
from > 50% to 100%	25%
from > 100% to 200%	50%
from > 200% to 300%	75%
from > 300%	100%

Security

All datacenters are secured with physical access control (such as badges, which record every access) and every rack has its own lock. Customers renting a shared rack can only gain physical access to the server when accompanied by a Computerline staff member. Computerline ensures that leased servers or housed servers shall not be affected by co-renters.

Emergency Response Time

We are reachable up to 24hrs per day 7 days per week depending on contractual agreement. Included as standard for all Server Housing or Leased Servers are working hours of Monday to Friday, 08:00 to 18:00. Under a customer-defined contract, someone can be on site within 15 minutes. Without a customer-defined contract, the response time is within one working-day. For rapid support, our NOC (Network Operations Center) is located close to the datacenters.

In emergencies, rapid response without any additional contract is possible (and can be activated as Emergency Support on the interface) at an hourly rate of Fr. 250.00 plus a standing charge of Fr. 80.00. Emergency tickets can only be sent via SCI (member.computerline.ch).

Support number from 08.00 to 17:30: 044 500 50 20; Interface 24x7 for High-Priority:
<https://member.computerline.ch>

Response Time Ticket system

The ticket system for our customers available at <https://member.computerline.ch> has 4 priority levels.

Level	Response Time	Available	Costs
4 – low	3 working-days	Mon-Fri	210 CHF/hr minimum 15 mins
3 – normal	1 working-day	Mon-Fri	210 CHF/hr minimum 30 mins
2 – important	5 hours	Mon-Fri	210 CHF/hr minimum 60 mins
1 – Emergency	1 hour	24hrs x7 days per week	250 CHF/hr (minimum. 1hr) plus 80 CHF standing charge

Credit for failing to keep to response times is not available in the standard/basic SLA. This must be defined in an additional SLA/upgrade.

Monitoring

Computerline offers professional monitoring services on certain contracts. Server functions are automatically checked every 300 seconds or more frequently if required. Errors are communicated by SMS and email to the customer and/or the Computerline technician.

Maintenance

Server Managing shall be carried out according to customer's contract. Maintenance includes, for example, updates, patches, security checks, antivirus and other functions required to ensure normal operation. A maintenance window is planned in order to achieve stability and performance of the Computerline IP Network including mechanical provisions required for problem free running of Computerline Managed Server Hosting. During this window, periodic scheduled and unscheduled maintenance work on Computerline and its suppliers systems shall be carried out. Any service disruption resulting from this maintenance work shall not be considered as server downtime.

Computerline shall inform the customer 3 working-days in advance of any maintenance work that may cause service disruption. Scheduled work to the IP and power networks will generally be carried out between 23.00 and 05.00, however, in special circumstances system maintenance may take place at any time that causes the least possible interruption to services.

Further Information

Computerline GmbH offers several server maintenance solutions. In this respect, most important is our factsheet titled Computerline Server Solutions. We also offer tailor-made solutions.

Services

0700 to 1900: 210.00 CHF excl. VAT

1900 to 0700 250.00 CHF excl. VAT (including weekends and public holidays)

Besides emergencies, we will be happy to assist you with configuration and know-how transfer.

Data Loss

Computerline shall not be held liable for any data loss or any direct or indirect consequential damages due to data loss. Full responsibility for data on the customer server and any data to be backed-up lies with the customer.

Privacy Protection

Without prior written agreement, Computerline GmbH is obliged to treat all customer data in strict confidentiality and not to make such data available to third parties, nor to make use of such information.

Illegal Activity

Should the customer intentionally or unintentionally violate any applicable state law, for example by illegally sending spam e-mails or operating phishing websites, Computerline is entitled to either **a)** stop the service immediately without refund of any service fees (especially in the case of intentional violation) or **b)** deal with the fault/hacker at customer's cost.

Additional Stipulations

Should an invoice remain unsettled 30 days after the stated payment term, Computerline is entitled to stop, partly or fully disconnect that service and can refuse to carry out work necessary for compliance with the corresponding SLA.

Severability Clause

If any of the terms and conditions of this Service Level are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

Should the provisions of the Service Level terms and conditions contain a gap, the parties agree to add an appropriate provision that they would have agreed on according to the meaning and intent of the contract if they had considered it when the contract was drawn up or when a provision was added or amended at a later time.