

IMT-Systems GmbH - Standard SLA 99,9% (Service Level Agreement)

1. Preamble

The outsourcing of IT services requires a precise definition of the business relationship between customer and supplier. With this Service Level Agreement (SLA), the following service levels between IMT-Systems GmbH ("Provider") and the customer are governed.

2. Definitions

- SLA = Service Level Agreement (service agreement between client and service provider for recurring IT services)
- Service Level = clearly defined and measurable criteria for the provision of a specific service quality by the provider
- Availability in % = Service period (agreed service availability per month) – unplanned downtime / billing period
- Mean Time To Repair = average repair time after a system failure
- Service period = 1 month (~30 days, 43,200 minutes)

3. Subject Matter of the Agreement

This SLA applies only in conjunction with the submitted offer and the resulting service contract concluded therefrom. Other contracts and agreements between the provider and the customer remain unaffected. In the event of conflicting provisions between this SLA and the respective service contracts of the customer, the provisions of the customer's service contracts shall always take precedence. In addition, the General Terms and Conditions of the provider shall apply.

4. General Measures to Ensure Operational Security

The services provided by the provider in its data centers exclusively meet the highest standards of quality, availability, and security. The availability of the services and the security of customer data are ensured, among other things, by the following measures:

4.1. Physical security of the data center:

- Redundant UPS systems
- High-performance diesel generators
- Gas-based fire suppression system
- Biometric access control system
- 24/7 video surveillance
- 24/7 security staff

4.2. Availability and security of the internal network:

- Daily backup of business-critical IT systems
- Segmentation of the network into various virtual networks
- Use of firewalls
- Security audits within the company
- Network monitoring by our NOC ("Network Operation Center")
- Systems for detection and mitigation of DDoS ("Distributed Denial of Service") attacks

4.3. Availability and security of the external network:

- Multiple redundant fiber-optic connections to the data center
- Physically separated fiber routes via different providers
- 120 Gbit/s connectivity to various carriers

5. Guaranteed Service Levels

5.1 Availability of Power, Network, and Hardware

The provider guarantees its customers a power, network, and hardware availability of 99.9% during the agreed service period. The service levels agreed in this SLA are deemed fulfilled if data exchange can take place within the German backbone, the racks are supplied with power, and the hardware used operates without faults.

5.2 Round Trip Time

Location	
Germany	< 30 ms
USA (East Coast)	< 160 ms
Japan	< 320 ms

5.3 Packet Loss

Location	
Germany	< 0,50%
USA (East Coast)	< 0,70%
Japan	< 1,00%

5.4 Mean Time To Repair (applies to all service levels)

Response time	< 4,0 Stunden
Maximum repair time	< 4,0 Stunden
Total	< 8,0 Stunden

6. Assertion of Defect Claims

In the event of non-compliance with the guaranteed service levels, the provider grants the customer a refund of the monthly fees in accordance with the table in section 6.1 below. To assert this claim, the customer must submit a written request by e-mail, fax, or letter within two weeks after the end of the respective calendar month.

Refunds are calculated on the basis of the monthly net price of the affected service and are credited with the next possible invoice.

If the customer intends to assert further claims against the provider, in particular compensation for indirect consequential damages such as lost profits, data and/or information loss, etc., such claims can only be handled within the scope of liability in accordance with the provider's General Terms and Conditions.

6.1 Definition of Availability in % and Refund

Availability in %	Downtime (minutes)	Refund in %
> 99,90	43 - 0	0%
99,50 – 99,90	216 - 43	6%
99,00 – 99,50	432 - 216	12%
98,00 – 99,00	864 - 432	24%
97,00 – 98,00	1296 - 864	35%
< 97,00	> 1296	100%

6.2 Calculation Formula of the Service Period:

$$\frac{(\text{Service period} - \text{downtime}) \times 100}{\text{Billing period}}$$

Service period: 1 month (~30 days, 43,200 minutes)

7. Maintenance Windows

To ensure service quality, the provider will carry out planned and, in the event of critical security vulnerabilities, possibly unplanned maintenance work at regular intervals. Planned maintenance windows will be announced at least 3 days in advance and will primarily take place between 01:00 and 06:00. Any impairment of availability due to such maintenance work shall not be considered downtime and shall be deemed as provided service time.

8. Exclusion of Liability

In the event of falling below or non-compliance with the service level, liability of the provider is only possible if the provider is exclusively responsible for the non-compliance. The provider cannot assume any liability for outages or availability disruptions caused by misconfiguration on the customer's side.

The provider also cannot assume liability in the following cases:

- Outages not directly attributable to the provider, such as external DNS and routing issues
- Partial internet outages that may lead to incorrect measurements on the customer's side
- Outages caused by errors in internal or external monitoring services
- Outages caused by maintenance work carried out by the provider or its suppliers

9. Amendments, Termination

The services and provisions of this SLA are free of charge for the customer. The provider reserves the right to amend individual or all provisions with a notice period of four weeks or to discontinue them entirely. The termination periods of the respective service contracts between the customer and the provider remain unaffected.

10. Severability Clause

Should any provision of this SLA be wholly or partially invalid or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, a provision shall apply that corresponds to the purpose of the agreement or at least comes as close as possible to it, which the parties would have agreed upon to achieve the same economic result had they been aware of the invalidity. The same applies accordingly in the event of any gaps in the provisions.

The place of performance for all contractual services is the registered office of IMT-Systems GmbH at Alfred-Herrhausen-Allee 3-5, 65760 Eschborn, Germany.

For fully commercial customers, the registered office of IMT-Systems GmbH shall be the place of jurisdiction for all disputes arising from this contractual relationship. The same applies to legal entities under public law or special funds under public law.

Status: September 2021