

Service Level Agreement

For DanDomain server and infrastructure services

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1. Introduction

Choice of hosting provider is based on trust. Our customers' infrastructure, applications and services are ALWAYS given first priority. Protecting the livelihood of our customers is something we take seriously. That's why DanDomain provides a professional, realistic SLA that covers all necessary information and agreements for our hosting services. It supplements our general sales and delivery conditions, available at www.dandomain.dk

This SLA is an agreement between you (the customer) and DanDomain A/S.

We believe it is important that you feel comfortable about becoming a customer with us, and we will do everything we can to ensure you continue to feel comfortable moving forward.

The SLA applies to all the products specified, providing the customer has a valid and paid-up account and is not in arrears with DanDomain A/S. The following exceptions apply to the SLA:

- Force majeure
- Events caused by the customer, the customer's personnel or third parties acting on behalf of the customer.
- Unavoidable service disruptions ordered and approved by the customer, or which are mandatory according to law
- Scheduled maintenance

All parties to the Agreement mutually undertake to collaborate on observing its terms and conditions.

2. Definitions

2.1 Downtime The period in which a service is unavailable within the agreed opening hours.

2.2 Uptime Uptime is a target for how long a system has been running without downtime within an agreed period, and is defined as the percentage difference between downtime and uptime.

$$\text{UPTIME} = \frac{\text{UPTIME} - \text{DOWNTIME}}{\text{UPTIME}} \times 100$$

2.3 Opening hours Describes the time during which the system/service must be available.

2.4 Availability Availability is defined as the percentage difference between downtime and agreed business hours.

$$\text{AVAILABILITY} = \frac{\text{OPENING HOURS} - \text{DOWNTIME}}{\text{OPENING HOURS}} \times 100$$

2.5 (Reliability/resilience) The definition of how long a service can provide the agreed functionality without disruption. Often stated as MTBF (Mean Time Between Failures), i.e. the average period without failure.

2.6 Scalability The system's ability to handle growing volumes of work effectively.

2.7 Response time The time it takes from when an incident is set up (e.g. reported via monitoring or by the customer) until fault detection commences.

2.8 Rectification time The maximum time it takes to be able to rectify an application in the event of breakdown.

2.9 Service window An agreed, recurring point in time at which changes, releases, patches etc. can be implemented with minimal influence on the systems.

2.10 (Emergency Change) A change that ought to be made on systems as quickly as possible and that differs from ordinary standards, business hours, service windows etc. Such changes can consist of dealing with critical incidents or roll out of critical security patches.

**2.11 NOC
(Network Operations Center)** The term for central monitoring of alarms, networks etc.

2.12 Normal business hours Weekdays 8 am – 4 pm (except public holidays).

3. Technical support

DanDomain provides support via telephone and e-mail. Business hour numbers and addresses can be found at www.dandomain.dk under "Contact".

Please note that there is a difference in opening hours / response time for e-mail and telephone support.

When contacting DanDomain's support within normal business hours, we guarantee a response within 2 hours. That means that response time is max. 2 hours.

For example: if a support request is received at 8 am on a weekday, we will respond before 10 am the same day. A request received at 9:30 pm will be responded to before 9.30 am the following weekday.

If DanDomain fails to observe the guarantee for response time, the customer is entitled to a 5% reduction in monthly payment for the service in question for each weekday the deadline is exceeded. The amount will be deducted from the following month's account. The reduction cannot exceed one month's service fee.

4. Hotline

Server customers can use our **hotline outside normal business hours**. The hotline is open 24x7x365. Requests via hotline are free for customers with management agreements if the products and services are included in the agreement.

Telephone No.: **+45 8911 3409**

Standard consultancy prices apply to all other requests for support. See hotline.dandomain.dk

5. Change requests

Changes, orders and consultancy assistance on systems received within normal working hours will be initiated **within 24 hours on weekdays**. For example: if an upgrade is needed within normal working hours ordered at 1 pm on a Tuesday, a technician will respond with a number of possible times for the upgrade before 2.59 pm on Wednesday.

Change requests must be approved via **authority from DanDomain's Customer Centre**, to ensure the identity of the customer. Setting up authorisation is performed by logging into the Customer Centre from the Home page of dandomain.dk, and then selecting "Changeforms" from the menu.

6. Maintenance and infrastructure upgrade

To ensure a stable, secure operating environment, DanDomain performs regular **preventive maintenance**. DanDomain's infrastructure is also regularly expanded and improved.

During notified maintenance work, DanDomain's products and services are deemed to be fully functional and available.

Should the customer wish to perform maintenance or the like on equipment with shared responsibility that activates alarms at DanDomain, advance notification must be provided to DanDomain.

6.1 General maintenance

Announced via operating status at www.dandomain.dk and e-mail service (subscribe same place). General maintenance is announced no later than 24 hours in advance and therefore only performed outside the opening hours of the system concerned. Unless otherwise stated, this is **between midnight and 6 am Danish time**.

6.3 Specific maintenance

If a minor maintenance job is required, it can be performed in the same manner as general maintenance. NB: DanDomain can opt to only contact individual customers affected.

6.4 Extraordinary maintenance

Announced via operating status at www.dandomain.dk and e-mail service (subscribe same place). Extraordinary maintenance is announced **minimum 3 working days** in advance, unless exceptional or critical circumstances are involved, which require rapid reaction. This type of maintenance can only be performed outside the general service windows in exceptional circumstances. DanDomain will make every effort to perform extraordinary maintenance outside normal working hours (preferably weekends).

Security updates (patches/service packs)

DanDomain consistently assesses security patches when released and tests compatibility in various operating environments before releasing them to our customers in shared environments, or environments for which the customer has signed an agreement for security updates. Once they have passed the test, security updates are normally rolled out during the next general maintenance.

In the event of critical patches, the test window will be minimised and the update installed by extraordinary maintenance.

7. Monitoring and reporting of faults

DanDomain's data centre is **monitored 24x7x365**. Our NOC (Network Operations Center) monitors, detects and measures availability and performance around the clock. Competent technicians are always available in the event of infrastructure problems. They can quickly discover, classify and start fault rectification.

Monitoring covers all parts of the data centre up to the nearest distribution switch and power distribution unit (PDU). Additional **monitoring services** are available as an optional extra for all server products, which can report faults on the operating system or application level direct to the customer via text message.

Alarms from the operating system or applications will also be covered by DanDomain's around the clock monitoring service for customers with management agreements. In the event of problems, a technician will commence fault rectification **within 2 hours at any time of the day**.

8. Hardware availability

When a customer rents servers or other hardware from DanDomain, we always have similar units in stock in the event of problems. We guarantee to commence replacement of any hardware that affects the operation of one or more of the customer's systems in the event of breakdown, **within 2 hours at any time of day**.

Downtime counts from the time the customer receives confirmation that the event has been registered, whether via support mail, telephone or hotline.

If DanDomain fails to fulfil its guarantee for hardware replacement, the customer is entitled to a reduction equivalent to a percentage of a month's subscription for the unit in question.

Such a reduction cannot exceed 100% and is deducted from the invoice for the following month (see table 1).

Exceeded by		Reduction
From	To	
1 min	60 mins	25%
61 mins	120 mins	50%
121 mins	180 mins	75%
181 mins		100%

Table 1: Reduction in the event of failure to fulfil guarantee for hardware replacement

9. Network availability

All units on DanDomain's core network are redundant, and availability on DanDomain's network infrastructure is **minimum 99.97% per quarter**.

If DanDomain fails to fulfil its guarantee for network availability, customers with dedicated infrastructure or co-location are entitled to a reduction equivalent to a percentage of a month's subscription for the unit in question.

Such a reduction cannot exceed 100% and is deducted from the invoice for the following period.

Network availability		Reduction
From	To	
99.97%	99.95%	5%
99.95%	99.90%	10%
99.90%	99.80%	25%
99.80%	99.70%	50%
99.70%	99.60%	75%
99.60%		100%

Table 2: Reduction in the event of failure to fulfil guarantee for network availability

10. General service availability (with redundancy)

The general availability guarantee for services for which DanDomain has administration responsibility (e.g. optional extra of full management on servers and network equipment) is **99.95% per quarter**. This guarantee requires that the units in the system in question are redundant.

If a system is dependent on other systems, the guaranteed availability is reduced by the number of dependencies, by multiplying the availability for the individual systems.

The overall guaranteed availability for two mutually-dependent redundant systems, for which DanDomain has undertaken administration responsibility could be, for example:

$$0.9995 \times 0.9995 = 99.9\%$$

If DanDomain fails to fulfil its guarantee, customers with dedicated infrastructure or co-location are entitled to a reduction equivalent to a percentage of a month's subscription for the unit in question. Reduction is only given for reduced availability on individual systems.

Such a reduction cannot exceed 100% and is deducted from the invoice for the following period.

Availability		Reduction
From	To	
99.95%	99.90%	5%
99.90%	99.85%	10%
99.85%	99.75%	25%
99.75%	99.65%	50%
99.65%	99.55%	75%
99.55%		100%

Table 3: Reduction in the event of failure to fulfil the guarantee for general service availability (with redundancy)

11. General service availability (without redundancy)

The general availability guarantee for services for which DanDomain has administration responsibility (e.g. optional extra of full management on servers and network equipment) and for which the service is set up **without redundancy is 99.9%** per quarter.

If a system is dependent on other systems, the guaranteed availability is reduced by the number of dependencies, by multiplying the availability for the individual systems.

The overall guaranteed availability for two mutually-dependent systems, for which DanDomain has undertaken administration responsibility could be, for example:

$$0.999 \times 0.999 = 99.8 \%$$

If DanDomain fails to fulfil its guarantee, customers with dedicated infrastructure or co-location are entitled to a reduction equivalent to a percentage of a month's subscription for the unit in question. Reduction is only given for reduced availability on individual systems.

Such a reduction cannot exceed 100% and is deducted from the invoice for the following period.

Availability		Reduction
From	To	
99.9%	99.8%	5%
99.8%	99.6%	10%
99.6%	99.4%	25%
99.4%	99.2%	50%
99.2%	99.0%	75%
99.0%		100%

Table 4: Reduction in the event of failure to fulfil the guarantee for general service availability (without redundancy)

12. Special agreements on availability

Other types of agreements other than the SLAs referred to in this document are available for certain system types and under special circumstances. Such agreements will always be appended to a general SLA and **must be signed by the customer and DanDomain** to be valid.

13. Reliability

Mechanical and human error can arise in any situation, something which DanDomain does everything to avoid of course, and we make every effort to learn from any errors made. Consequently, we offer a base MTBF of 360 days.

14. Recovery time

All shared operating environments and infrastructures in DanDomain's data centre are designed to have a maximum recovery time of 96 hours as far as possible in the event of fire, accident etc. Individual systems never exceeds 72 hours.

15. Escalation procedures and contacts

If a reaction time is exceeded or reaction is inappropriate in accordance to this agreement, DanDomain has implemented escalation procedures to protect customers with dedicated services.

1. If the standard support telephone or support mail is not responded to as described, **use our hotline number, sent to the customer when setting up an account.**

2. If the hotline number is not answered quickly, the call is immediately escalated through a series of system administrators and to the Operations Manager.

Complaints concerning an SLA should be directed to DanDomain's Customer Service Director:

e-mail: ml@dandomain.dk

16. Compensation and liability, general

Should DanDomain fail to fulfil its guarantees according to the SLA and the customer is entitled to compensation, the following terms apply:

- The customer shall contact DanDomain **within five days** of the end of the month in which a material breach of the SLA occurred
- The date will be counted from when DanDomain received a claim for compensation

All other claims against DanDomain concerning direct or indirect loss can only apply within the parameters described in this SLA and in DanDomain's general sales and delivery terms.

DanDomain can only be held liable for neglect of this SLA if DanDomain is responsible for the event(s) that caused a neglect. DanDomain cannot therefore be held liable for:

- External DNS server problems, electronic attack on DanDomain's network or mail infrastructure or attack against other parts of the internet beyond the control of DanDomain
- Errors, defects and deficiencies caused by customers, e.g. breakdown as a result of incoming or outgoing hacker attack (DoS) or as a result of a lack of maintenance of software by the customer
- Errors, defects and deficiencies as a result of inappropriate use of customer-owned software, or software installed without following DanDomain's recommendations
- Defects, deficiencies and events incorrectly reported by internal or external monitoring systems
- Defects, deficiencies and events arising as a result of system maintenance/updates

No compensation can be claimed for defects and deficiencies that are directly or indirectly attributable to the customer, his system or subcontractors. As long as DanDomain can demonstrate that reported defects, deficiencies and events are due to the inappropriate use of the system, or cannot be regarded as a valid claim according to the above; fault-finding and diagnosis will be performed at the customer's expense according to the rates in force.