



# Service-Description Connectivity Services

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# 1. Service description

Connectivity is a vital aspect of every modern society. Green Datacenter AG (hereafter GDC) is renowned providers of comprehensive priced connectivity solutions. Our professional services ensure that networks run smoothly.

The permanent network availability demanded by businesses places extreme demands on safeguarding fail-proof performance and functional and operational reliability, with the result that redundant locations and links are now an important element of an IT infrastructure. GDC provides connections to the Internet as well as connectivity between data centers and customer locations or from data center to data center. GDC itself operates five of its own data centers in the greater Zurich area.

All defined terms that are not explicitly clarified in "brackets" in this agreement have the meanings described to them in the General Terms and Conditions (also available in German and English) as well as in the specific agreements forming part of the customer agreement.

## 1.1 Components

GDC provides the customer with Internet access in the two main categories Datacenter Access and Dedicated Access.

Internet connection	
Datacenter Access	Internet connection for your IT infrastructure in our data center
Dedicated Access	Internet connection for your data center or your business location

Private connections between two data centers or between business location and data center are established as point-2-point lines:

Corporate Networks	
Point-2-Point (leased lines)	Leased lines with guaranteed bandwidth
Virtual Private Network, VPN	Customer network from two locations, either as an Internet-based, encrypted IPSec VPN or as a private MPLS network.

To provide the service, GDC works with a number of national and international carriers, enabling it to offer the customer the best possible solution from a technical and price perspective (best of breed).

GDC also provides one-off installation and planning services for the customer, to set up connectivity. We also offer the customer connectivity services at specified levels in accordance with this service description and the features agreed herein.

GDC provides support services for the customer up to 365 days, 24 hours a day. The various ways to contact us are listed in "Section 2.2 - Network support". GDC provides additional services not included in the scope by arrangement with the customer. These are covered in a separate agreement.

China Connect, our fast and secure connection to China, is explicitly excluded from this document and is covered by its own service descriptions.

### 1.1.1 Customer installation requirements

Connectivity entails the positioning and operation of GDC hardware (usually a router) at the customer's premises. This equipment is referred to as CPE (Customer Premises Equipment). To guarantee that this equipment runs reliably, the following requirements apply:

Ambient conditions	
Operating temperature	0° to 40°C
Operating humidity	10 to 85%, non-condensing
Room air	largely dust-free

The available electrical output at the location must satisfy GDC's requirements. Green strongly recommends the use of an uninterruptible power supply to minimise downtime. The UPS must be set up in such a way as to guarantee the power supply to GDC's equipment. Responsibility for downtime due to a power failure at the customer or on the premises is explicitly excluded.

Power supply permanent	
AC input voltage	230 V
AC input frequency	50 Hz
Max. AC input current	2A (230V)

## 1.2 Internet Access

	Dedicated Access	Datacenter Access
Place of supply	Internet at <b>customer's premises</b>	Internet at <b>Green Datacenter</b>
Copper connection	Up to 20 Mbit/s	Up to 1 Gbit/s
Fibre optic connection	Up to 10 Gbit/s	Up to 10 Gbit/s

All Access products are monitored around the clock and can be supported by GDC 24/7. By working with our partners, we are able to provide the connections nationally and internationally. All Dedicated Access solutions are individually adjusted, but are based on the following four configurations:

	<u>DSL</u>	<u>Standard</u>	<u>Extended</u>	<u>Premium</u>
Availability	99.0%	99.8%	99.9%	99.99%
Transmission speed	DSL bandwidths	Freely selectable (2 Mbit/s to 10 Gbit/s)		
IPv6-capable	On request	✓	On request	✓
Guaranteed bandwidth	Best effort	✓	✓	✓
Redundant connection	Optional	Optional	✓	✓
Service management 24x7 by GDC's Network Op- eration Center	✓	✓	✓	✓
Monitoring tools Reporting options through Monitoring portal	✓	✓	✓	✓

### 1.2.1 Dedicated Access DSL

Dedicated Access xDSL is based on the proven and widely-used DSL technology. The available bandwidth may be limited, depending on the quality and length of the copper connection. To increase reliability, the connection from the xDSL Access network to the GDC Backbone network is redundant.

This service is ideal for small businesses, connecting small branches, for home office use, for backup lines or as a telephone connection.



### 1.2.2 Dedicated Access

The Dedicated Access Internet connection is based on leased lines. A dedicated line guarantees the required bandwidth, low latency and a stable network connection, as well as fast recovery in the event of a fault. GDC can guarantee high availabilities of up to 99.99%. The bandwidth can be anything from 2 Mbit/s to 10 GBit/s.

This service is ideal for secure communication at larger corporate premises or for connecting a larger data center installation. Depending on the required level of reliability, three basic versions are available:

#### Dedicated Access Standard

This product includes a high-quality leased line with guaranteed bandwidth. The router on your premises and the POP at GDC are monitored 24x7. The line between the two is a private point-2-point connection that is as direct as possible, enabling high security with low latency.

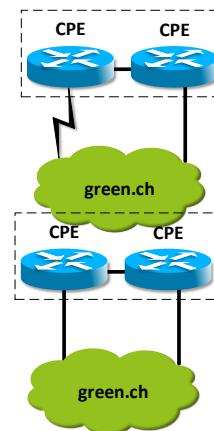


#### Dedicated Access Extended

The Extended product has all the advantages of a standard solution, with the added protection of an xDSL connection against outage. So, if the leased line goes down, a backup path on another technology is available.

#### Dedicated Access Premium

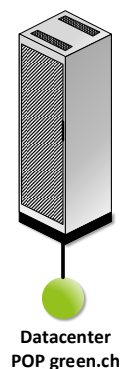
Premium comprises two completely separate leased lines and the routers needed for each. You therefore have full redundancy with full bandwidth. With guaranteed availability of 99.99%, business critical connections can also be made highly available.



### 1.2.3 Datacenter Access

Datacenter Access is a dedicated connection from your cage or colocation rack in the GDC data center to the Internet. The bandwidth is freely scalable and the connection is available within a very short space of time.

Five usable, static IP addresses and unlimited data volume complete the basic service. Redundant lines and multi-carrier connections are an optional extra.



#### Datacenter Access as part of the Colo Rack products

The provisions set out under 1.2.1 Dedicated Access DSL also apply to integrated Internet connections in the Colo Rack series.

## 1.3 Corporate Networks

Corporate networks connect your business locations and data center locations with each other. These connections are either on leased lines or on public lines with the appropriate protection.

### 1.3.1 Point-2-Point (leased line)

The conventional dedicated line (leased line) is a direct connection available exclusively to you. The bandwidths range from 2Mbit/s up to 10Gbit/s; their availability is guaranteed and permanent. Depending on bandwidth, the lines are based on copper or fibre optic and made available at the required addresses.

Fibre optic lines can be created as CWDM, DWDM or Dark Fibre.

GDC implements Point-2-Point connections with its national and international partners in order to provide the required bandwidth at the requested addresses. All of these solutions are individually adapted.

#### Expected latencies for Point-2-Point

GDC expects the following latencies for core router to core router connections.

within Switzerland	< 30 ms
within Europe	< 50 ms
Europe to China	< 190 ms from Switzerland to Beijing.
optional within China	< 150 ms within the country
Europe to North America	< 105 ms (as a rule)
optional within North America	< 65 ms

These figures are for leased lines, i.e. without xDSL.  
Latencies on the last mile are not included.

### 1.3.2 GDC data center to GDC data center

#### Layer 2 - Connection

Connecting your IT infrastructure hosted in two separate GDC data centers is a special case for Point-2-Point connections. To do this, GDC can use its private and redundant backbone. This fibre optic ring connects all five data centers and offers very low latencies, which also enable the operation of geo-clusters.

#### DWDM connection

GDC also offers DWDM services between the data centers, either individually or on a redundant basis. Ethernet (1 or 10 GBit/s) and fibre channel (2, 4, 8, 18 GBit/s) services are available. 40Gbit/s connections are also possible on request. Connections can also be delivered encrypted on request.

### 1.3.3 Virtual Private Networks

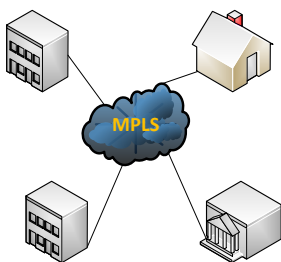
For VPNs, GDC supports two different technologies, both based on the same basic principle: the line used is not reserved exclusively for you, but your data are logically separated from the other data traffic on the line.

Multi Protocol Label Switching, MPLS, is deployed to network the whole company. Each location has a dedicated address and is connected to the required bandwidth. The result is a logically separated network for your company.

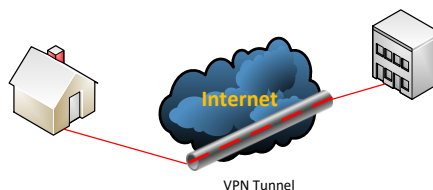
The expected latencies for MPLS are similar to those for leased lines.

IPsec VPN combines the advantages of the Internet with the security of private networks. With IPsec, your data traffic is encrypted with AES, ensuring that it securely reaches the recipient. This technology is often likened to a secure tunnel through the Internet. As long as the data traffic only passes between locations in Switzerland, it travels over public networks but NOT over the Internet.

Bandwidths and latency cannot be guaranteed with this technology. However, "Quality of Service, QoS" allows priority to be given to certain types of data, so that business-related data always take precedence.



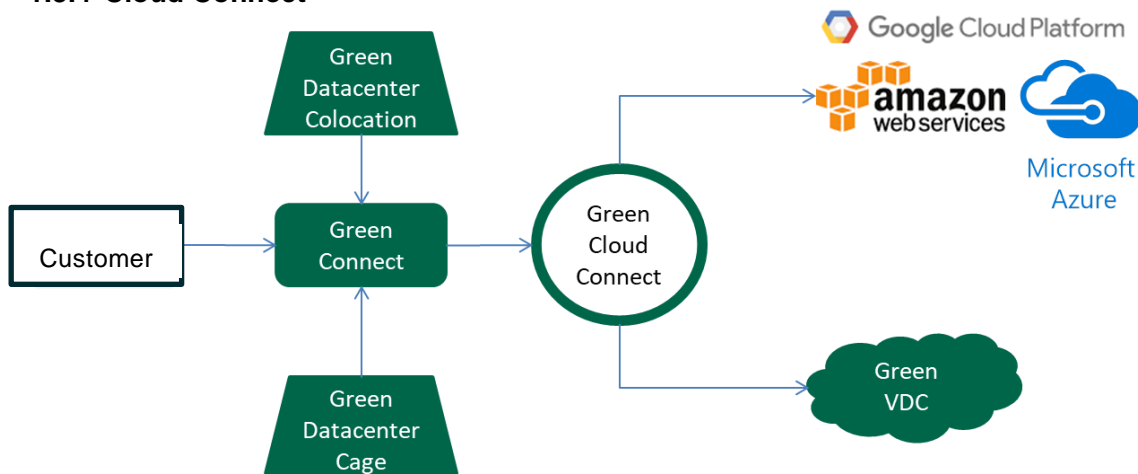
MPLS network



VPN IPsec connection



### 1.3.4 Cloud Connect



Cloud Connect provides direct access to cloud providers, including GDC Cloud.

- Bandwidths of 100Mbit/s up to 10Gbit/s
- Secure Layer2 connection
- Guaranteed performance
- High availability

## 1.4 Options

### 1.4.1 Managed Security

Instead of managing your firewalls yourself, GDC can do it for you. We monitor the firewalls 24/7, make sure the latest firmware releases are installed and manage the ports for you.

### 1.4.2 DDoS Guard

DDoS Guard protects your Internet connection against Distributed Denial of Service attacks.

In DDoS attacks, your server is flooded with invalid requests from several sources, so that your server ends up overloaded and the data connections break down.

DDoS Guard reliably filters out the unwanted data traffic, diverting such attacks.

### 1.4.3 7 x 24 Business SLA

GDC monitors networks in the business 24/7 and acts proactively whenever possible.

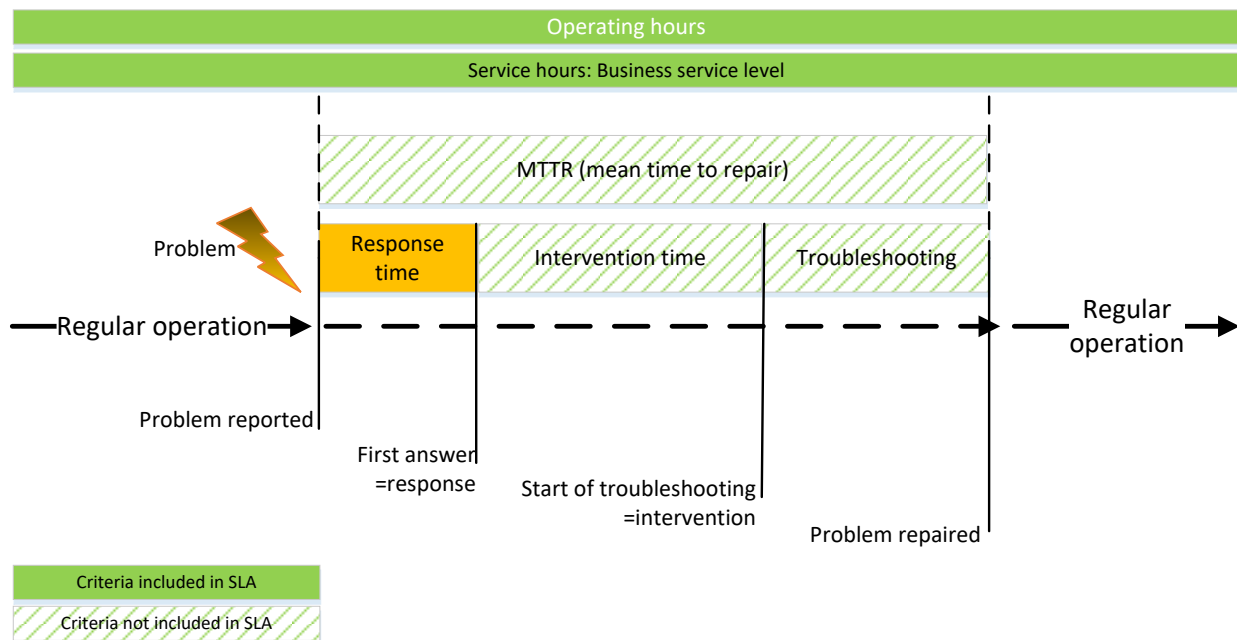
With the Business SLA, you have the facility to contact GDC 24/7 (telephone) and are assured of priority handling of network faults outside working hours.

## 2. Service Level Agreement

The successful outsourcing of IT services calls for a transparent definition of the customer/supplier relationship. GDC and the customer will stipulate the expected service level and the customer's obligations in the following Service Level Agreement ("SLA").

## 2.1 Definition of terms

Service Level, SL	specified and measurable criteria for the achievement of a particular service quality by GDC
Key Performance Indicators, KPI	desired but not binding performance indicators
Service time	The service time is the time within which the contractually agreed services are rendered.
Normal hours	Normal hours are the hours between which the system is generally available. Planned and announced maintenance windows are not part of normal hours. Normal hours are a minimum of 8,712 hours and are calculated as follows: 1 year 24/7 = 8,760 h – 48 h maintenance window. In the case of a redundant architecture, the two redundant devices/equipment undergo maintenance at different times.
Availability	Availability [%] = $100 * ((\text{normal hours} - \text{planned outages during normal hours}) / \text{agreed normal hours})$ . The agreed normal hours do not include the time frames for planned maintenance windows). Availability is guaranteed by GDC on the data center infrastructure. This includes the following levels: building with supply infrastructure and network. To achieve high availability on the connection, the solutions at the end customer must also be designed with the requisite high availability.
Response time	The response time is the maximum time that passes between the occurrence or reporting of a fault and the start of fault analysis. GDC endeavours to adhere to the indicated response times and to swiftly remedy outages and faults. However, observance of the response time cannot always be guaranteed. Failure to meet the response time will not incur, in itself, a penalty or give rise to claims for damages.
Mean Time To Repair, MTTR	Average time taken to carry out a repair or restore operation.
Maintenance windows	For the purposes of this SLA, "planned maintenance" is necessary in order to provide the services or update the infrastructure. Planned maintenance windows are set in advance and announced on <a href="https://status.green.ch">status.green.ch</a> . Moreover, customers will be given at least 48 hours' notice ahead of the planned service interruption due to maintenance work. GDC sends an email to the technical contact point named in writing by the customer, informing him of the planned service interruption and the nature of the interruption. This notification is valid for all the purposes covered by this document, regardless of whether it is impossible for the customer and/or his representatives to receive the notification, for whatever reason, including due to email system problems or outages or incorrect contact information for the customer, or other reasons.
Single Point Of Contact, SPOC	The single point of contact (SPOC) is the central point of contact for customers. This role is fulfilled by the Customer Care Center (Support Hotline 044 330 3535, international call +41 44 330 3535). Customers with "Business" service level are given a separate 24/7 standby number that can be reached outside office hours.



## 2.2 Network support

Data is only as secure as the hardware on which it is stored and the location from which the hardware is operated. Consequently, GDC's network equipment is only operated from Switzerland and is subject to very stringent security and data protection standards for customers in accordance with Swiss data protection legislation and the national and international standards such as ISO 27001.

### *Network Operations Center NOC*

Availability is from 8.00 a.m. to 5.30 p.m. (Swiss local time) from Monday to Friday. GDC's Network Operations Center (NOC) monitors the stability and reliability of each connection around the clock and ensures compliance with the contractually agreed Service Level Agreement (SLA). Depending on the SLA level, GDC registers unstable connections and responds proactively, if possible before the customer suffers any limitations.

## 2.3 Customer Support

GDC's highly qualified, multilingual support staff is available to the customer by telephone or via the online ticket system at [www.green.ch](http://www.green.ch), to handle support requests and administrative enquiries. Customer Support can be contacted by telephone from Monday to Friday between 6.00 a.m. and 10.00 p.m. (Swiss local time, excluding general public holidays). The Business Support Team is the first point of contact for all matters aside from distribution-related questions. Problems that cannot be resolved in consultation with the Support Team are passed on to the appropriate technical or commercial employees of GDC.

### Enhanced Customer Support

Unless already included in the service contract, 24/7 support is available, for a charge, as an additional service.

Support is provided for all our services via standard channels:

- Online support: via ticket system <https://contact.green.ch>
- Live chat: <https://www.green.ch>
- The GDC website: <https://www.green.ch/support>
- As a customer of GDC, you have access to telephone support on +41 44 330 3535 during office hours, Monday to Friday from 6.00 a.m. to 10 p.m. (except public holidays).
- Customers with 24/7 cover may use the same phone number as show above but 24/7.

## 2.4 General measures to safeguard operations

GDC exclusively provides services of the highest quality and security. The security of customer data and availability of services are ensured by measures including the following:

### 2.4.1 Security and availability of internal network infrastructure:

- Backbone lines and the related equipment are designed to be redundant.
- Segmentation of networks and strict separation of the different data flows
- Network monitoring by our own NOC (Network Operation Center)
- Exclusive use of branded components

### 2.4.2 Availability of external network connection:

- Carrier-neutral and redundant IP connection of the data center

## 2.5 Subject of the agreement, scope of application

This SLA applies only to the offer sent with the SLA and the resulting service contract. Other contracts between GDC and the customer remain unaffected. The SLA can only be transferred to the connectivity solutions and related options, but not to other product areas. In the event of inconsistency, the agreements in the relevant service contract take precedence over the provisions of the SLA. The applicable General Terms and Conditions of GDC also apply.

### 3. Service level

The SLA provides the customer with defined quality and entitles him, should GDC fail to perform, to a full or partial refund of his monthly charges (hereafter referred to as the "service credit for non-availability").

Performance	Value or comment
<b><u>Guaranteed service level</u></b> <b>Availability</b>	As % of normal hours as per following tables
<b><u>Key Performance Indicator, KPI</u></b> <b>Response time</b>	below 2 hours
<b><u>Framework conditions</u></b> <b>Normal hours*</b>	24/7 (less planned and announced maintenance windows)
<b>Service time</b>	24/7
<b>Office hours</b>	Mon–Fri 8.00 a.m. to 5.30 p.m.
<b>Phone Support</b>	Mon–Fri 6.00 a.m. to 10.00 p.m.
<b>Technicians on standby outside office hours</b>	✓
<b>Callback</b>	✓
<b>Priority handling</b>	✓
<b>Fault reporting</b>	By telephone or using the contact form at <a href="https://contact.green.ch">https://contact.green.ch</a> , out of office hours by phone only, to the standby number provided
<b>Business continuity</b>	Must be ensured by the customer by means of a solution architecture

\*For a redundant connection, the normal hours are longer and closer to the service time because the two paths do not undergo maintenance at the same time.

### 4. Availability

The provider enables the availabilities indicated below for the services mentioned in the offer. The outage of one part of a redundant system is not regarded as downtime. If GDC is unable to meet the aforementioned availability, the customer acknowledges and agrees that the credits agreed in the SLA are the sole and exclusive form of compensation for the customer.

#### 4.1.1 Calculating availability

$\text{Availability} = (\text{normal hours} - \text{downtime}) / \text{normal hours} \times 100$

GDC offers credits as soon as the service availability drops below the guaranteed thresholds. The tables in this document show the credits as percentages of the basic, monthly recurring charges (MRC). These credits and compensation payments are final. Any further or different compensation is excluded.

No credit or payment shall be made for reasons or in an amount other than indicated here, including – but not limited to – loss of business suffered by the customer due to downtime.

#### 4.1.2 Service guarantees

##### Internet access

	<u>DSL</u>	<u>Standard</u>	<u>Extended</u>	<u>Premium</u>
Availability (requirement: Internet "online")	99.0%	99.8%	99.9%	99.99%

##### Corporate networks

		<b>IPsec VPN</b>	<b>MPLS VPN</b>	<b>Point-2-Point</b>
Availability (requirement: all end points managed by GDC)		99.9% or 99.99% for redundant connection	99.9% or 99.99% for redundant connection	99.9% or 99.99% for redundant connection

## 4.2 Financial refund

If GDC is unable to fulfil its contractual obligations, it will grant credits in accordance with the tables below. All further claims for compensation are explicitly excluded. The customer must assert its claims to GDC by submitting a request at <https://contact.green.ch>.

No SLA credit will be granted if a service is unavailable for a certain period of time due entirely or in part to one of the following causes:

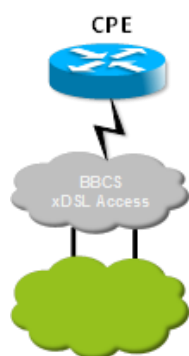
- a. a failure of equipment in the customer's premises (if not owned by GDC), the customer's location (e.g. due to power failure) or of equipment of a supplier of the customer;
- b. natural disasters, terrorist attacks or other force majeure events;
- c. an outage due to magnetic/electromagnetic interference or electrical fields;
- d. any negligent conduct or omission by the customer (or by employees, representatives or subcontractors or the customer), including:
  1. delays in the delivery of necessary equipment by the customer;
  2. failure to grant GDC adequate access to the facilities for test purposes;
  3. failure to grant access to the customer's premises in order to enable GDC to fulfil its obligations with regard to the service;
  4. failure to take appropriate countermeasures with respect to the service that are recommended by GDC, or preventing the provider from taking such measures itself; or
  5. failure to use redundancies, as required by the service level.
  6. negligence on the part of the customer or deliberate misconduct, including failure by the customer to follow agreed procedures;
- e. if the customer prevents or delays access to the cage;
- f. all planned maintenance periods, if the customer was informed of them, and emergency maintenance aimed at preventing future outages; or
- g. switching off or suspension of the service by GDC after the customer has not paid an invoice within 90 days of the invoice date, or on other reasonable grounds.

Lastly, the customer's equipment may not use more electricity than the power supply lines are able to supply at each point, in accordance with the service description. As devices require more electricity during the boot phase, the provider recommends an automatic start-up delay, to prevent overloads when rebooting after a power failure. Such an overload would be regarded as a design error by the customer and, as such, would not be covered by this SLA.

#### 4.2.1 Dedicated Access products

##### Dedicated Access DSL

Service Description in Section 1



Availability	Credit
≥ 99.0%	No credit
≥ 98.5 %	10% of MRC
≥ 98.0 %	20% of MRC
≥ 97.0%	30% of MRC
less than 97.0%	40% of MRC

##### Dedicated Access Standard

Service Description in Section 1

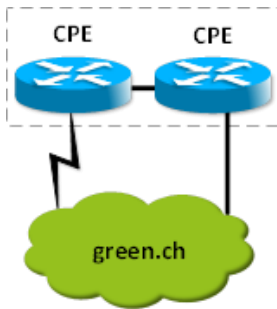


Availability	Credit
≥ 99.8 %	No credit
≥ 99.7 %	10% of MRC
≥ 99.5 %	20% of MRC
≥ 99.3 %	30% of MRC
less than 99.3%	40% of MRC

##### Dedicated Extended

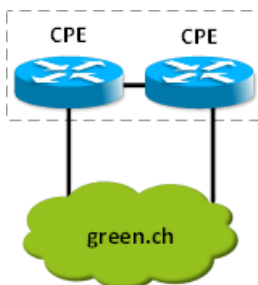
Service Description in Section 1

Availability	Credit
≥ 99.9 %	No credit
≥ 99.8%	10% of MRC
≥ 99.7 %	20% of MRC



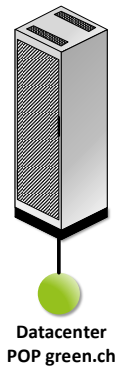
≥ 99.5 %	30% of MRC
less than 99.5%	40% of MRC

#### Dedicated Connect Premium Service Description in Section 1



Availability	Credit
≥ 99.99 %	No credit
≥ 99.95 %	10% of MRC
≥ 99.90 %	20% of MRC
≥ 99.80 %	30% of MRC
less than 99.80%	40% of MRC

#### Datacenter Dedicated Access Service Description in Section 1

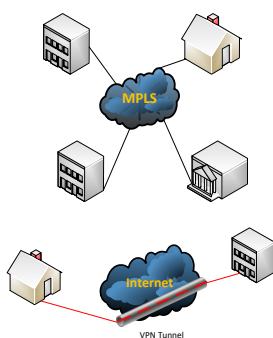


Availability	Credit
≥ 99.9 %	No credit
≥ 99.8 %	10% of MRC
≥ 99.7 %	20% of MRC
≥ 99.5 %	30% of MRC
less than 99.5%	40% of MRC



#### 4.2.2 Corporate Networks products

Corporate Networks products (VPN and Point-2-Point) all have the same service level. This is the case when all end points on the data connection are permanently monitored and managed by GDC, a GDC partner or you. A redundant line construction increases the service level.



Availability normal	Availability redundant	Credit
≥ 99.9 %	≥ 99.99%	No credit
≥ 99.8 %	≥ 99.95 %	10% of MRC
≥ 99.7 %	≥ 99.9 %	20% of MRC
≥ 99.5 %	≥ 99.8 %	30% of MRC
less than 99.5%	less than 99.8%	40% of MRC

#### 4.2.3 Demarcation points

This SLA applies to GDC's connectivity services. All the assurances given herein with regard to performance or operational readiness apply only to the equipment managed by GDC between the equipment managed by the customer and GDC's own providers. These providers include the electricity supplier, the lessors and other telecommunications companies.

If the customer manages his own equipment, Green's area of responsibility ends at the patch panels emanating from the patch room or at the end point of the carrier service (transfer point in the building).

#### 4.2.4 Measurement and definition of downtime

Downtime (or unavailability of the service) is only taken into account if GDC or its subcontractors are responsible for it.

Downtime is defined as follows: It starts at the time the customer opens the support request or GDC itself identifies an error and ends when an employee of the provider reports the resolution of the problem. No other measurement of downtime applies and all times used for this calculation are those recorded by GDC. Operating time calculations are performed independently for each service, the lowest value (the longest downtime) being used to calculate the credit for the customer.

## **5. Obligations of the customer**

### **5.1 Warning messages**

It is the customer's responsibility to open support requests for all unresolved problems. The generation of an automatic warning message by GDC does not constitute confirmation of a problem. Only a properly opened ticket can be used to calculate downtime and credits.

### **5.2 Customer involvement following a power failure**

Following a power failure, it is up to the customer to take all necessary steps to get his equipment back online.

### **5.3 Cancellation of the services**

If a service is cancelled, the customer must, within 30 days of the end of the contract, return to GDC, without having to be asked to do so, and in proper condition, all the equipment made available by GDC for the provision of the service. The customer is responsible for all charges and costs connected with the return of said equipment. The customer may also, for a charge, instruct a technician of the provider to collect the equipment, send it by post or, if appropriate, choose another option.

In the following cases, the customer is liable for damages to cover the costs of replacement hardware:

- a. If the equipment has been lost or is not returned within 30 calendar days of the end of the contract.
- b. If the condition of the equipment is such that the provider can no longer use the hardware for other clients, notwithstanding wear and tear.

## **6. Service management**

### **6.1 Incident management**

#### **6.1.1 Outage notification**

GDC informs the customer's technical contact person either by telephone or email (in the case of written notification) to the contact details provided to GDC.

### 6.1.2 Fault procedure

GDC's philosophy is to provide the customer with the best possible availability and service quality, from a technical and an operational perspective. In the event of faults, our primary aim is to deal with the issue quickly and restore service availability. This benefits the customer by minimising the impact on his business activities.

Faults and outages affecting services that are "reactively" managed must be reported by the customer. Once the outage has been reported, a trouble ticket is opened and analysed. The service is restored in accordance with the agreed service level.

Faults and outages affecting services that are "proactively" managed are reported by the monitoring system. The customer is informed in accordance with the agreed service level. If the outage impacts the customer's business activities, the customer must open a trouble ticket via the appropriate channels.

#### *Obligations of Support*

- a. Ascertaining and checking the authorisation of the person submitting the request and comparing with the service level agreement between the customer and provider.
- b. Starting the fault management process, which involves:
  1. Receipt of the request, opening of a trouble ticket and confirmation.
  2. Prioritising, coordinating and monitoring the troubleshooting process, using internal and external resources.
  3. Informing the customer about the measures taken, workarounds and solution.
  4. Informing the customer about the restoration of service availability.
  5. Analyse root cause and recommendations going forward (change management).

In the case of unforeseen delays to troubleshooting that cause a breach of the SLA, internal escalation is automatically initiated. Depending on the nature of the problem, either internal senior employees or the distributor's/subcontractor's support are the first level of escalation. At this point, the manager on duty is involved to ensure that the SLA is observed during the escalation process and the problem is resolved promptly.

## 6.2 Amendment procedure

Amendments to the customer agreement are agreed in writing. Amendments that are not in writing are invalid. In the absence of any specific agreement, the costs incurred in connection with contract management are borne by each contracting party.

The contracting parties check the proposed amendments and informs the requesting party of their consent or, if appropriate, requested changes, in writing, usually within two weeks of submission of the proposed amendments. As a rule, the party whose consent is sought agrees to or rejects the proposed amendment within two weeks of submission of the revised proposal or alternative proposal.

If a party rejects an amendment proposal, stating reasons, or if the other party does not accept the amendment proposal, or does not do so within the binding deadline, the agreed service scope and conditions will continue to apply unchanged.

### 6.3 Use of subcontractors

In general, GDC provides the contractual services with its own employees and resources. However, it is authorised to use third parties and/or employees of external companies (hereafter "subcontractors") for the rendering of the contractual services.

Only companies accredited by GDC and their qualified specialists will be used. The subcontractors satisfy the same reliability requirements as the provider itself.

In addition, the following applies to the use of subcontractors:

- GDC remains the sole point of contact for the customer with regard to all services rendered by the subcontractor.
- GDC has a duty to ensure that the subcontractor abides by the contractual obligations with respect to the customer.
- GDC remains responsible for the selection, monitoring and instruction of the subcontractor and the use of the subcontractor does not discharge GDC from its own performance obligations. Claims on account of slight negligence are, however, excluded.
- GDC must conclude a service agreement with each subcontractor, documenting the subcontractor's obligations.

The services rendered by the subcontractor are rendered on behalf of GDC, as if they were its services.

The use of subcontractors in the collection, processing and utilisation of company-related and personal data is also subject to the provisions on data protection pursuant to GDC's General Terms and Conditions (T&C). Irrespective of the above conditions for the use of subcontractors, the sharing of company-related and personal data is only permitted if the subcontractor has accepted the data privacy agreement pursuant to the T&C. As a general rule, personal data relating to the customer may only be transferred by the provider and its subcontractors to countries outside Switzerland if the customer has given written permission and this is allowed under the data privacy requirements.

### 6.4 Escalation initiated by the customer

If the customer fears that either the speed or quality of support/the troubleshooting process could seriously jeopardise his business, the customer has the possibility to independently initiate an escalation. Please be aware that escalation is only possible with a valid ticket number.

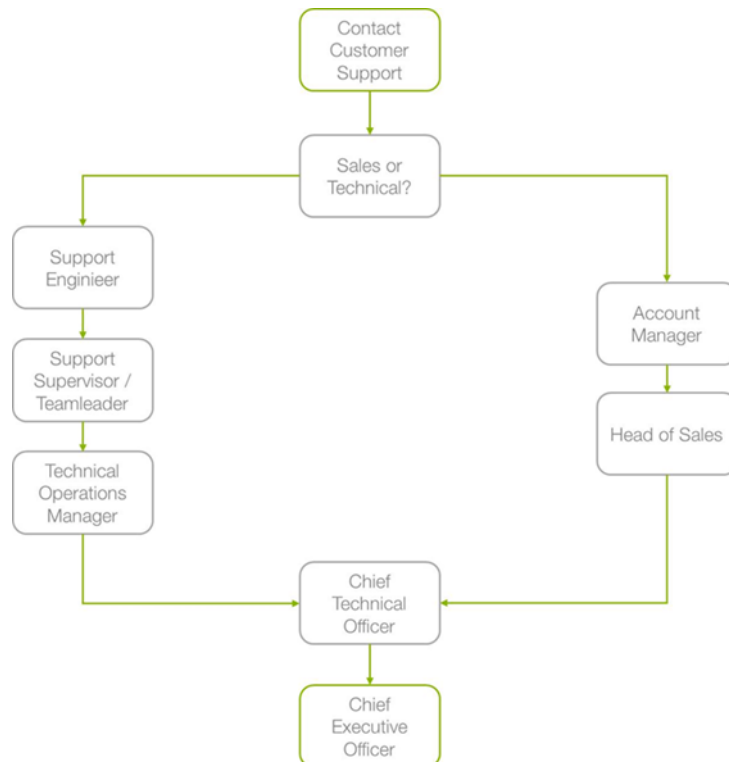


Diagram 1 - Escalation process

If the problem is not satisfactorily resolved, the customer may contact the Support Supervisor regarding technical issues or the Key Account Manager for sales-related queries.

In the unlikely event that the problem cannot be rectified, the next point of contact is the management. For technical matters, this is the Technical Operations Manager; other matters can be referred to the Head of Sales. In this event, the Chief Technical Officer can take the necessary steps. Our Chief Executive Officer is the highest authority in the support chain.

## 6.5 Obligations of the customer

- The customer supplies all necessary contact information, including contacts for the escalation of all services rendered, and ensure that they are constantly updated to reflect any changes.
- The customer supplies and updates for GDC a list of all persons who are entitled to access support.
- The customer implements and updates suitable resources for the identification of those authorised persons.
- The customer makes sure that the information about changes to the configuration, to interfaces, channels, applications and systems relevant to the provision of joint services is passed on to the provider and is always up to date.
- The customer is responsible for the continual maintenance of all customer applications. The maintenance of customer applications or customer data is the customer's sole responsibility.
- All equipment installed must be in perfect condition and must not present a risk to persons and objects.

- g. The customer must make sure that GDC has access to the equipment managed by GDC at all times and for all reasons. Failure to ensure this shall constitute a breach of the agreement and may result in the termination of the contract.
- h. The customer has no write permission on the devices managed by GDC.
- i. When working with Green employees, all activities must be coordinated in advance. This applies to the use of service options such as additional accounts or network changes.
- j. Any unauthorised attempt by a customer, either physically or electronically, to gain access to GDC's equipment is strictly forbidden. This also applies to CPE (Customer Premise Equipment).

## **6.6 Insurance**

GDC systems are insured against the relevant risks. However, neither customer data nor the availability of the services supplied by the customer to his own customer base is in any way insured. It is the customer's express responsibility to take out insurance cover. No compensation is paid for the loss of business information or other impact of system outages in excess of the credit percentages expressly described in this document.

## **7. Legal provisions**

### **7.1 Establishment of a legal relationship**

The placing of an order (on receipt of a signed offer or on the website) creates a legal relationship between GDC and the customer. Measurement of the SLA parameters commences from the contract start date.

### **7.2 Compliance with local laws**

The customer ensures that no illegal data traffic is sent via GDC connections. GDC accepts no liability for this.

### **7.3 Limitations**

All remuneration for GDC Services is limited to the amounts indicated in this document. No credit or payment shall be made for reasons or in an amount other than indicated here, including – but not limited to – loss of business suffered by the customer due to downtime.

### **7.4 Use of personal data**

Customers expressly accept the Guidelines on the use of personal data adopted by GDC.  
See: <https://www.green.ch/en/legal-aspects/data-privacy>

### **7.5 T&C**

The provider's General Terms and Conditions (General Terms and Conditions of GDC) form an integral part of the customer agreement. The customer's general terms and conditions do not apply. Contrary stipulations in the customer's documents do not apply. Terminations, changes and supplements to the service agreement and the service contracts must be in writing. The written form requirement may only be waived in writing.

If any provisions of this service agreement or the service contracts or other annexes to the customer agreement prove to be legally invalid or unenforceable, the invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes as close as possible to the intentions of the contracting parties when agreeing the provision in question and is consistent with the shared objectives listed in the preamble to this service agreement. The new provision must not adversely affect the relationship between the provider's performance and the customer's performance.

see: <https://www.green.ch/en/legal-aspects/contract-terms>

## 8. Glossary

Abbreviation		Definition of terms
AES	Advanced Encryption Standard	Standard for the encryption of data
CPE	Customer Premises Equipment	Hardware owned by GDC that is set up in a customer location.
CWDM	Coarse Wavelength Division Multiplexing	Wavelength multiplexing for fibre optic connections over more medium distances
DDoS	Distributed Denial of Service	Attack technique to render a service unavailable. Often, infrastructures are blocked or overloaded by a large number of invalid requests.
Dark Fibre	Fibre optic connection	Fibre optic connection without the terminal devices (only the "unlit" cable)
DNS	Domain Name System	Directory service in IP-based networks; its primary purpose is to respond to requests for name resolution.
DWDM	Dense Wavelength Division Multiplexing	Wavelength multiplexing for fibre optic connections over longer distances
Gbit	Gigabit	Data transmission rate. Denotes the digital data volume that is transmitted within a time unit via a transmission channel.
Fibre	optic	also referred to simply as fibre, transmits data in the form of light pulses.
GB, MB, TB	Gigabyte, Megabyte, Terabyte	Indication of the size of storage or working memory
IAAS	Infrastructure as a Service	Provision of virtualised IT infrastructure via public or private networks, usually via the Internet. In IaaS, the customer uses server, storage, network and the other data center infrastructure as an abstract, virtualised service over the Internet.
IP address	Internet Protocol address	Address in computer networks, which – like the Internet – is based on the Internet protocol. It is assigned to devices that are connected to the network, enabling an address to be typed in to access the devices.
IPsec	IP Security Protocol	Encryption standard on the Internet
KPI	Key Performance Indicator	Service parameter that is desired and is normally met, but is not guaranteed
Latency	Ping time	Time taken by the data to cover the required route – Usually in milliseconds
LAN	Local Area Network	Computer network comprising at least two computers and covering a limited area

MIPS	Managed IP Service	Service whereby GDC connects you to the Internet with fixed IP addresses
MPLS	Multi Protocol Label Switching	Protocol for building large and private corporate networks on public lines
MRC	Monthly recurring	charge
NAT	Network Address Translation	Collective term used in data centers for processes that automatically replace address information in data packets with different information in order to connect various networks. Typically, therefore, they are used on routers.
OTC	One time Charge	mostly installation fee's
QoS	Quality of Service	Option of prioritising time-critical data types on the network (e.g. video or call data)
P-2-P	Point-2-Point	Direct point-to-point connection
RAM	Random Access Memory	A store of information, used particularly in computers as a working memory, usually in the form of memory modules
SLA	Service Level Agreement	Agreement or interface between client and service provider for recurring services
SL	Service level	Guaranteed service parameter; contractual penalties may be imposed if not fulfilled
SSD	Solid State Drive	This hard drive is a fast, purely electronic storage medium.
UPS	Uninterruptible power supply	Used in case of faults affecting the power grid to safeguard the supply of critical electrical loads
VPN	Virtual Private Network	A closed computer network built on a public network infrastructure
VDC	Virtual data center	The virtualisation of your company at GDC's data centers
WAN	Wide Area Network	Computer network covering a very large geographical area