



Service Description

VDC Pro

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1.0

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Authors

Product Management Green



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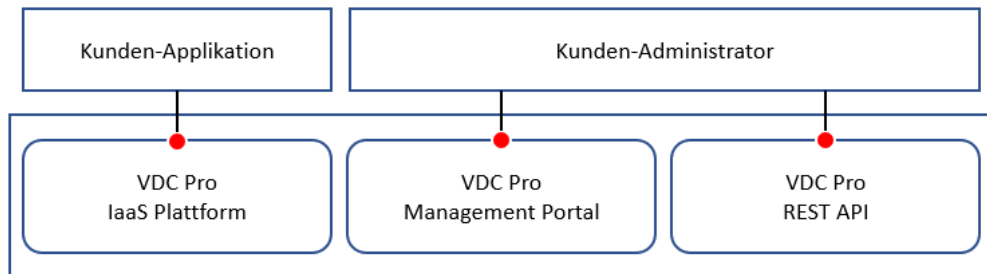
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1. Service characteristics

VDC Pro includes various Infrastructure as a Service (IaaS) services. Computing power, storage space and network components can be flexibly provided and used by the customer. All resources are operated for you in a secure data center in Switzerland. A management portal and a REST API are available to the customer for the configuration of resources and services.

1.1 Service Access Point

The service access points are on the virtual network port WAN interface of the IaaS platform, the management portal and the REST API provided to the customer by Green.



1.2 Responsibilities

Provision of the service

- Customer will receive its access to the Management Portal after ordering the VDC Pro product from Green. This allows the customer to log in to the Management Portal, create additional users and configure their resources and services. We recommend to protect the access by a two-factor authentication.
- Green provides the Infrastructure as a Service platform and the management portal and REST API.
- By virtualizing the resources, Green ensures that data can only be accessed with the appropriate authorization.

Operation of the service

- Green monitors the IaaS platform continuously (24x7 monitoring).
- Green will provide support services to the customer for troubleshooting.
- The customer, if it detects a malfunction, shall report it to Green via the channels mentioned in section 3. In the event of a necessary fault rectification, the customer shall participate actively and within the scope of its possibilities in the fault analysis. The customer is responsible for communicating faults to the users.
- Client is obliged to comply with the applicable laws, rules and regulations concerning the management and administration of electronic data. Client is responsible for the content of all data he processes and stores on VDC Pro. Illegal or offensive content as well as content that leads to the disturbance or personal harassment of third parties is prohibited.
- Green is entitled to immediately isolate virtual servers and/or storage areas of customers who, at Green's discretion, violate this provision, to order the customers to use them in accordance with the law and the contract, or to terminate the contract without notice and without compensation, and/or, if necessary, to demand compensation for damages.
- It is not possible to provide customer specific hardware for the VDC Pro platform. Furthermore no direct access to hardware interfaces is possible (e.g. serial ports, parallel ports, Firewire connection, USB).



- The customer is responsible for the full operation (including maintenance, monitoring, patching, support, etc.) of its customer solution from and with the operating system level. This includes the required middleware (e.g. VMware tools), databases and applications.
- In particular, the customer is also responsible for the implementation and operation of appropriate security measures such as anti-virus software, firewall configurations, etc.
- Backing up any application data (databases, etc.) is the responsibility of the customer. In addition, the customer is responsible for all connectivity issues (for example: domain names, DNS, SMTP, etc.).
- The customer shall in particular ensure that:
 - The servers are adequately protected against threats of any kind from the Internet
 - The servers are not misused by not using passwords or only using simple passwords.
 - No ports are opened that can affect system stability. (Port 25 Open Relay, etc.)
 - No applications are installed that are unsuitable for virtual environments and could have a negative impact on the platform (e.g. streaming, game servers, computers with constant guaranteed maximum performance, etc.).
 - Both the postal and electronic contact address is always up to date

Licenses

- All Windows and Linux Redhat instances running on VDC Pro are automatically licensed by Green and billed to Customer accordingly. The customer's own Windows and Linux Redhat licenses cannot be taken into account. Several operating system variants are available in each case.
- The correct licensing of all software installed on the virtual servers (with the exception of the operating system license for Windows or Linux Redhat) is the complete responsibility of the customer.
- The customer is obliged to report the license use to Green in accordance with the licensor's license terms (within the portal). In the event of a licence infringement by the customer, the customer undertakes to compensate Green in full. The applicable license terms of the respective software supplier must be observed.
- By using VDC Pro Customer agrees to provide Green with a license overview of his platform within the scope of regularly recurring audits. The compilation and transmission shall be carried out by the customer.

Termination of the service

- The customer is responsible for the timely backup of his data before termination of the service. After the termination of the service, the customer data will be deleted and will no longer be available.



2. Service level agreement

The service availability is defined per service and can be seen in the respective table. All services described in this document are operated by our partner Xelon AG and supported by Green Customer Service.

2.1 Operating and support times

The operating hours and support times as well as the fault acceptance times are defined in the following table.

Service level and target values	standard support	Business Support (24x7)
Operating time	Mon-Sun 00.00-24.00	Mon-Sun 00.00-24.00
Maintenance window	subject to prior notice	subject to prior notice
Support Time	Mon-Fri 08.00-17.30 except on public holidays	Mon-Sun 00.00-24.00
Troubleshooting	Mon-Sun 00.00-24.00	Mon-Sun 00.00-24.00

Support tickets can be opened through the following channels:

- MyGreen portal: my.green.ch
- By telephone on +41 44 330 35 35 during customer support hours
- Form on the website: <https://www.green.ch/de/kontaktformular>

2.2 SLA violations and credit rules

If Green is unable to meet the defined availability, Customer acknowledges and agrees that the credits agreed herein shall be Customer's sole and exclusive compensation. A credit will be granted as soon as the service availability is below the guaranteed thresholds and the customer reports this with a support ticket. Failure of any part of a redundant system is not considered downtime. Only a correctly opened ticket can be used for the calculation of downtime and credits.

The following table shows the credits (per year) as a percentage of the Monthly Recurring Charge (MRC) base. These credits and compensations are intended to be conclusive. Additional or other compensation is excluded. No credit or payment will be made for any reason or to any extent other than as set forth herein, including, but not limited to, loss of business on the part of Customer due to downtime. In each case, the credit shall relate solely to the amount paid by service affected by the malfunction.



Achieved availability	Credit
≥ 99.9%	no credit
≥ 99.5%	10% of the MRC
≥ 99.0%	15% of the MRC
less than 99.0%	25% of the MRC

The customer must assert his claims with Green by means of an enquiry at <https://contact.green.ch/>.

No SLA credit will be given if the service failure or interruption is caused in whole or in part by any of the following:

- 1) in the event of natural disasters, terrorist attacks or other force majeure events
- 2) a network failure at the customer site or between VDC Pro Datacenter and the customer site
- 3) Availability restrictions due to insufficient dimensioning of resources
- 4) Failures for which the Provider is not directly responsible, in particular external DNS routing problems, virtual attacks on the Provider's network infrastructure and failures of parts of the Internet outside the Provider's control, which may lead to misinterpretations by the Customer
- 5) failures for which the customer is responsible, in particular failures caused by incoming/outgoing hacker attacks due to faulty or insufficient maintenance of the customer's own software
- 6) Failures due to systems not being installed, operated and maintained in accordance with the manufacturer's or provider's guidelines (e.g. Virus Protection Service)
- 7) any negligent act or omission by the Customer (or any employee, agent or sub-contractor of the Customer)
- 8) All scheduled maintenance periods, when notified to the customer, and emergency maintenance designed to prevent future downtime
- 9) disconnection or suspension of the Service by Green after Customer has not paid within 90 days of the billing date, or for other sufficient cause.



3. Legal provisions

3.1 Establishment of the legal relationship

With the conclusion of the order, a legal relationship is established between Green and the customer. The measurement of the SLA parameters takes place from confirmed service handover.

3.2 Compliance with local laws

The customer shall ensure that no illegal activities are carried out on the Green infrastructure. Green assumes no liability for this.

3.3 Restrictions

All compensation for Green Services is limited to the extent specified in this document. No credit or payment will be made for any reason or to any extent other than as specified herein, including but not limited to loss of business on the part of Customer due to downtime.

3.4 Use of personal data

Customers expressly accept Green's policy on the use of personal information. See: <https://www.green.ch/de/rechtliches/datenschutz>.

3.5 AGB

The general terms and conditions of the provider (General Terms and Conditions of Green <https://www.green.ch/de/rechtliches/agb>) are an integral part of the customer agreement. General terms and conditions of the customer do not apply. Regulations to the contrary in the customer's documents are not applicable. Cancellations, amendments and additions to the service agreement and the service contracts must be made in writing. Should individual provisions of this Service Agreement or the Service Agreements 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 intention of the contracting parties existing at the time of the agreement of the respective provision and which corresponds to the common objectives listed in the preamble to this Service Agreement. The newly selected regulation must not result in any impairment of the relationship between the service of the Provider and the Customer.



4. Definitions

Term	Definition
service level	defined and measurable criteria for the provision of a certain quality of service by Green
Service parameters	Targeted but not mandatory service metrics
Operating time	The operating time is the time during which the system is basically available. The planned and announced maintenance windows are not part of the operating time. The operating time is a minimum of 8'712 hours and is calculated as follows: 1 year 24/7 = 8'760 h - 48 h maintenance window. In the case of redundant architecture, the two redundant devices/facilities are maintained at different times
Support Time	The time in which the customer can reach a customer service representative or, in the case of 24x7 support, a technician on standby.
Availability	Availability [%] = $100 * ((\text{operating time} - \text{planned failures within the operating time}) / \text{agreed operating time})$. The agreed uptime does not include the time windows for planned maintenance windows. Availability is provided by Green on the data center infrastructure. This includes the following layers: Building with utility infrastructure and network. In order to achieve the high availability on the connection, the solutions on the end customer side must also be designed with corresponding high availability.
Maintenance window	For the purposes of this SLA, scheduled maintenance is necessary to provide the Services or update the infrastructure. Planned maintenance windows are determined in advance and announced on status.green.ch if several customers are affected. Customers will also be informed at least 10 working days before the planned service interruption due to maintenance work. Green will inform the technical contact point notified in writing by the customer by e-mail of the planned service interruption and the nature of this interruption. This notice is valid for all purposes contemplated by this document, regardless of the fact that the customer and/or its representatives were unable to receive this notice for any reason, including email system problems or failures or incorrect customer contact information or other reasons.
Emergency maintenance window	Emergency maintenance windows are announced at least 48 hours in advance and posted on status.green.ch if several customers are affected.
Service Access Point	The service access point is the contractually agreed point at which a service is provided and monitored to the customer, and at which the service levels provided are reported.