InterNetX

DOMAIN SOLUTIONS

This English language translation of the Service Level Agreement Domain Solutions serves for informational purposes only and has no legal authority.
The decisive text is the version written in German. Therefore, in case of differing interpretations between the German and English versions, the German version shall prevail.

1. PREAMBLE

The domain solutions of InterNetX GmbH (InterNetX) are intended to assure the customer the maximum of protection, availability and performance. This Service Level Agreement (SLA) governs the quality of service and the performance characteristics to be provided by InterNetX in the product area of domain solutions.

2. SUBJECT AND SCOPE OF AGREEMENT

This SLA is applicable, unless otherwise determined below or in detail, to the product area of domain solutions and it supplements the corresponding Service Agreement with the customer. In the event of conflicting provisions, the respective Service Agreement shall always take precedence. This SLA is not transferable to other product areas.

In addition, the General Terms and Conditions (AGB) as well as the Special Conditions of Contract of InterNetX GmbH for the respectively relevant product area (BVB Domains, BVB Servers, BVB SSL) apply and can be downloaded from **www.internetx.com.**

3. GENERAL MEASURES FOR SECURING RUNNING OPERATIONS

InterNetX provides domain services of the highest quality and security. The following measures assure, amongst other benefits, the security of customer data and the availability of contractually required services:

3.1 Protection at data center – building, industrial and technical measures

· 24 x 365/366 security on site
· access control systems (biometric)
· closed-circuit video monitoring system in the building
· movement detection systems, infrared sensors, light sensors
· monitoring from two independent fire warning systems, early warning system (VESDA)

· fire protection walls and doors, F90
· Inergen fire extinguisher system
· direct connection to the fire department
· climate control with two separate cooling circuits (n+1)
· redundant cooling and climate control system

3.2 Protection and availability of internal network infrastructure

· segmentation of networks and strict separation of the various data streams
· network monitoring with in-house network operation center (NOC)
· daily backup of in-house systems

· utilization of firewalls at relevant network points
· emergency plans and manuals
· exclusive use of brand components

3.3 Availability of external network connection

· redundant IP connection (BGP) of data center
· multiple Gbit/s total capacity for IP services
· redundant fibre optic feed thanks to multiple suppliers for physical access lines

4. GUARANTEED SERVICE LEVELS

4.1 Support and business hours

InterNetX offers competent support via email and telephone. Your email is marked with a tracking number as soon as it is received and will be answered promptly on weekdays, usually within 48 hours. You can contact us by phone from Monday to Friday between 8:30 AM to 5:30 PM (CET). In addition, we offer a fee-based 24/7/365 domain emergency support service outside of regular working hours (please see section 4.5 below).

4.2 Availability of the domain systems (web interface/API)

We generally guarantee practically 100% availability. Periods used for maintenance by InterNetX or third parties (e.g. registries) or other unavailability of third-party services are excluded. Your personal support area provides access to scheduled dates (e.g. maintenance work), news and other useful information.

4.3 Domain administration

Domains can be registered worldwide under many country-code top-level domains (ccTLDs), almost all generic TLDs (gTLDs) and new gTLDs (new gTLDs). Registration usually takes place in real time.

4.4 Free and extensive help center

All customers have access to our regularly updated help center on **https://help.internetx.com/**. Here you can find information about the available TLDs, detailed descriptions of products and processes as well as documentation of various interfaces (APIs).

4.5 24/7/365 Emergency support

In case of emergency our support will also be available 24/7 outside the regular business hours.
For contact information please see **https://www.internetx.com/en/internetx/contact/**.

4.6 Availability of name server systems

The redundant name server infrastructure with multiple locations in and outside of Europe is available without any additional costs to InterNetX customers for domains registered at InterNetX (except for NodeSecure). We offer a cumulative availability of 99,5% for all locations (there is no entitlement to availability for an individual location).

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Maintenance work carried out by InterNetX or third parties, as well as other downtime caused by unavailability of third-party services over which InterNetX has no control, are not included in this.

For the product NodeSecure, the Anycast name server service provided by InterNetX, the service level of the relevant provider ipcom GmbH applies. This is available under Section 6 ff. of the General Terms and Conditions of ipcom (AGB) at the following link: **https://www.rcodezero.at/en/terms-of-service**

4.7 InterNetX status pages

You can find updated information and status notifications about the systems at: **https://status.internetx.com/**

5. MAINTENANCE WINDOWS

Maintenance windows are scheduled for periodic, planned or unplanned maintenance work on systems by InterNetX and/or its suppliers as required for maintenance and protection of ongoing operation or the implementation of updates or upgrades. Any disruptions to availability because of such activities should not be assessed as dropout times, but count as servicing time spent. Servicing and testing are implemented during low activity times. Only in particular exceptional cases should servicing of the system also be conducted at other times, and then care must be taken to minimize the inconvenience to the customer. Wherever possible, customers are notified of maintenance windows in advance. InterNetX will inform the customer of planned system servicing activities in good time.

6. FORCE MAJEURE

To the extent that InterNetX assures levels of availability or makes any performance agreements, the corresponding above-mentioned obligations shall be suspended in the event of catastrophes ("force majeure"). Force majeure relates to all circumstances independent of the intentions and outside of the control of the parties to contract, such as natural catastrophes, governmental intervention, decisions on the part of the authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockout and other industrial unrest, confiscation, embargo or other comparable situations which are unforeseeable, serious and not arising as the result of the fault of the parties to contract, and which occur following the negotiation of the service agreement with the customer.

7. EXCLUSION OF LIABILITY

In other respects, the liability of InterNetX upon falling short of service levels or failing to fulfil them can only be engaged if InterNetX was exclusively responsible for the shortfall or failure. Consequently, this particularly does not apply in the following cases:

· failures which are not the fault of InterNetX, particularly external DNS routing problems, virtual attacks on the network or mail infrastructure and all failures in parts of the internet outside of InterNetX's control.
· failures arising because the customer's own software has been inexpertly used or repaired and/or systems (scripts, programmes etc.) have not been correctly installed, operated and cared for.
· failures which are reported incorrectly to the customer because of errors in internal or external monitoring services.
· failures caused by maintenance windows or in the context of emergency concept testing.

8. CHANGES IN SERVICES

InterNetX reserves the right to modify individual or all services.

9. SALVATION CLAUSE

If individual provisions of this SLA should be or become void, invalid and/or unenforceable in whole or in part, this shall not affect the validity of the other provisions. In place of the void, invalid and/or unenforceable provision, the parties shall agree on a valid and enforceable provision which equates as closely as possible to the financial purpose of the provision which is void, invalid and/ or unenforceable based on object, measure, time, place and scope of application. The same shall apply to fill any loopholes in this SLA.