

Statement of work

WITCOM SERVERHOUSING (DATACENTER 2)

Backup for WITCOM SERVERHOUSING DC 1

1. GENERAL

WITCOM Wiesbadener Informations- und Telekommunikations GmbH (hereinafter referred to as WITCOM) offers its business partners the service "WITCOM SERVERHOUSING" based on the "General terms and conditions of business of WITCOM GmbH".

2. STANDARD SERVICES

WITCOM SERVERHOUSING DC 2 enables the operation of an information service in the Internet by using a server system provided by the customer including the required hardware and software (hereinafter referred to as Customer system). WITCOM SERVERHOUSING (DATACENTER 2) can only be ordered as a backup for the server cabinets located in WITCOM DATACENTER 1 (WITCOM SERVERHOUSING DATACENTER 1).

2.1 Customer system housing

The Customer system will be accommodated in WITCOM DATACENTER 2. The "WITCOM DATACENTER 2 Statement of work" details shall apply.

2.2 General

The customer is responsible for the operation of the Customer system including any and all system components (hardware and software). Installation, configuration and maintenance of the required system components shall be made by the customer.

The customer system will be housed in 19" technology. The racks will be provided by WITCOM. The dimensions of the cabinets are (w x d x h) 700 x 900 x 2,000 mm.

2.3 LAN interface

The Customer system will be connected to the WITCOM backbone via dedicated switch ports (Ethernet 100 Mbit/s). The monthly basic price includes the provision of one (1) switch port.

2.4 IP addresses

WITCOM will allocate an own public IP address to the computer system of the customer. The customer can use this static IP address for own server processes in this computer system.

The IP address will be assigned from the WITCOM related PA address space (Provider Aggregate). The monthly basic price includes the provision of one (1) public IP address.

2.5 Product variants

WITCOM SERVERHOUSING (DATACENTER 2) is offered as a backup for WITCOM SERVERHOUSING (DATACENTER 1) in the following variants:

- 1/4 rack: An own rack compartment with 10 rack units is at the customer's disposal. The rack compartment is separated from the remaining rack by plates at the top and bottom and has own doors with standard Rittal locking.
- 1/2 rack: An own rack compartment with 21 rack units is at the customer's disposal. The rack compartment is separated from the remaining rack by plates at the top and bottom and has own doors with standard Rittal locking.
- 1 rack: WITCOM provides the customer with an own rack with 42 rack units and standard Rittal locking.

2.6 Power Supply

In all variants the network cabinets will be supplied with electricity by 1 UPS system (A supply). For details please refer to the table given at the end of this statement of work.

There you will also find the total maximum power input of the relevant variant.

2.7 Mains connections

The service includes low-temperature and/or grounded sockets. For details please refer to the table given at the end of this statement of work. There you will also find the total maximum power input of the relevant variant.

2.8 Availability

The "availability of a service" is defined by the percentage share of a calendar year during which the service was not affected by any failure.

The availability is calculated according to the following formula:

$$\text{availability} = 100\% - \frac{\text{accumulated fault clearance times per calendar year in hours} \times 100\%}{\text{calendar year hours}}$$

The availability (% p.a.) will be determined for the entire service, and the failures will be considered each with their fault clearance times measured according to 5.3.

The availability of the WITCOM own network is at least 99.5 %.

3. ADDITIONAL SERVICES

WITCOM specifically renders the following additional services each upon agreement and subject to technological and operational feasibility against separate payment.

3.1 Additional switch ports

Provision of additional switch ports (Fast-Ethernet 10/100 Mbit/s) for Internet connection including 1 public IP address per switch port each for the access to the network.

3.2 IP addresses

Additional public IP addresses can additionally be ordered individually and/or in form of networks as long as they comply with RIPE guidelines.

3.3 Expansion of power supply

Installation of additional CE approved IEC and grounded sockets including work effort for WITCOM technician and secured energy meter.

3.4 Managed Firewall

The servers will be protected by WITCOM MANAGED FIREWALL. The firewall hardware is located in the WITCOM DATACENTER and will be serviced by WITCOM.

3.5 Surveillance

Central surveillance of the server systems by WITCOM and notification of customer for services and operational parameters such as IP connectivity (PING), HTTP, FTP, SMTP.

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3.6 Dedicated Internet access

Provision of a dedicated bandwidth for Internet access.

3.7 Individual customer support

Advice and assistance in the realisation of individual applications with customer projects.

3.8 Customer-own locking

Upon the customer's request WITCOM will equip the doors with an individual locking system. This service will be rendered without extra cost when the customer notifies WITCOM at the time when issuing the order. A later change is possible, but will be payable by the customer.

3.9 Mains connections

Additional mains connections can be ordered as an additional service within the bounds of technological feasibility and maximum power input.

3.10 Hands-on

Customers of the WITCOM DATACENTER have the option to have their own hardware exchanged or reset by WITCOM in the event of a failure. Here, the service is limited to the exchange or installation of the hardware delivered to WITCOM (hardware swap), the networking of existing or new hardware as well as the resetting in the sense of a new start of the relevant system (server, router, etc.). WITCOM will not configure any of the customer's hardware. The hardware to be swapped can be delivered to WITCOM Mon. - Fri. from 8 a.m. to 5 p.m.

The additional hands-on service will be charged for on an hourly basis. This will include any work, waiting, travel and set-up time. It is divided into the time periods Mon. - Fri. from 8 a.m. to 5 p.m. and other times.

The prices for hands-on services are given in the WITCOM hourly rates price list.

4. DELIVERY

WITCOM is solely responsible for the provision of WITCOM SERVERHOUSING. The customer is not entitled to claim the use of a preferred interconnection technology. WITCOM will coordinate the details for realisation with the customer. The binding delivery date will be notified to the customer in written form. WITCOM transfers the port at the Ethernet interface of the network termination.

4.1 Requirement

The provision of WITCOM SERVERHOUSING (WITCOM DATACENTER 2) requires the existence of WITCOM SERVERHOUSING (WITCOM DATACENTER 1) or the use of WITCOM SERVERHOUSING (WITCOM DATACENTER 1) as a redundancy in a project. WITCOM SERVERHOUSING (WITCOM DATACENTER 2) solely serves as a redundancy concept for WITCOM SERVERHOUSING (WITCOM DATACENTER 1).

4.2 Realisation

For the realisation of WITCOM SERVERHOUSING a technically cleared order shall be provided.

An order for the provision of WITCOM SERVERHOUSING services is deemed to be technically cleared when the above requirements are met and the available infrastructure resources have been tested by WITCOM delivering a positive result.

4.3 Standard installation

After completion of the installation works WITCOM will inform the customer in writing (by e-mail or fax) of the operational readiness, and request the acceptance of the service provided.

Acceptance is deemed to be tacitly given if the customer fails to report any considerable deficiencies or to expressly refuse acceptance within 2 days at the latest after having been notified of the operational readiness.

At the beginning of this term WITCOM will again point out to the customer that failing to report any deficiencies or to expressly refuse the acceptance shall be deemed as acceptance upon expiry of the term.

The customer will receive a patch field port or dedicated cabling up to and into the rack for the shared Internet access (SIA) upon delivery to the customer. The service shall be deemed as being delivered as soon as all forms have been signed by the customer (WITCOM DATACENTER organisational guidelines as well as annex 1 to DATACENTER 1 organisational guidelines).

The Internet will be accessed via the WITCOM network. The connection is provided via the WITCOM network node. WITCOM will arrange an appointment with the customer according to point 5.8 within the service hours stipulated in point 5.2 when needed.

WITCOM shall be responsible for the configuration of the router on commissioning and during live operation.

5. TECHNICAL SUPPORT SERVICES

WITCOM will clear any faults in its technical equipment subject to technological and operational feasibility. Here, WITCOM in particular renders the following services:

5.1 Fault reporting

WITCOM is available to take fault reports from 0 to 24 hours a day under the technical hotline number 08000-948266 (08000-WITCOM). When notifying the fault, it is important to report the following information to WITCOM: service ID, company name, contact partner, location, if applicable (in case there are several locations) and the failure details.

5.2 Technical service availability

For WITCOM SERVERHOUSING the technical service availability is 24 hours a day.

5.3 Fault clearance time

The fault clearance time starts when the fault report is received and ends when WITCOM has remedied a service. It includes the response time. For a standard case, WITCOM guarantees a fault clearance time of eight (8) hours.

The terms are deemed to be met if the complete recovery of the contractually agreed scope of service is completed within the fault clearance hours, and if notification was submitted as outlined in section 5.6.

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Within the bounds of its possibilities the customer shall support WITCOM to locate the fault, and, if required, grant access to its sites.

Special conditions of the fault management including a more detailed description of the process can be settled under a separate agreement as a supplement to the contract.

Fault clearance hours do not include:

- time periods during which the customer cannot be notified of the fault clearance by WITCOM;
- time shares which result from lacking or insufficient customer co-operation during fault clearance. This applies in particular for the WITCOM service technician's waiting times attributable to the customer in accessing the premises which might accommodate affected technical installations.
- delays which have been caused by circumstances lying beyond WITCOM's control, e.g. in or by customer or third-party network operators' facilities.
- delays which are due to acts of God (e.g. natural disasters).

5.4 Response time

The response time shall not exceed 30 minutes upon receipt of the fault information.

The response can also be performed by the appearance of a service technician at the customer's location.

5.5 Preliminary information

WITCOM will inform the customer on the work status and further prospected measures on request every two (2) hours upon expiry of the response time or upon consultation.

5.6 Notification of completion

WITCOM will notify the customer when the fault clearance is completed. If the customer cannot be reached on the first attempt, the fault clearance time as set out in point 5.3 is deemed to be met. Further notification attempts will be performed regularly.

5.7 Maintenance

WITCOM will inform the customer about scheduled maintenance works which cause operational interruptions at least 10 work days in advance (Mon. - Fri. except for public holidays in Hessen). WITCOM will consider the customer's interests when performing the maintenance works. Therefore, the works are to be performed preferably at times when the utilization of the services is low. The times for maintenance works are not taken into account when determining the availability.

5.8 Arrangement of an appointment

If required, WITCOM will arrange an appointment of the service technician with the customer. This appointment will be indicated as a time span not exceeding two hours (e.g. "between 10 a.m. and 12 a.m.")

If the service cannot be provided within the agreed period of time for reasons which lie in the responsibility of the customer, a new appointment will be arranged, and, if necessary, an additionally required journey will be charged for.

5.9 Other fault reporting

In so far as the customer is liable for the failure (caused in or by customer facilities, or falsely reported fault information by the customer) WITCOM shall be entitled to claim compensation for the expenditure incurred.

Such an event will be charged for by time effort according to the WITCOM hourly rates price list.

6. TERMS OF CONTRACT

The General terms and conditions of business of WITCOM GmbH (GTC) shall apply. In the event of deviations, the regulations of this statement of work shall have priority over those stipulated in the GTC.

6.1 Contract term

The minimum contract term for WITCOM SERVERHOUSING is 24 months and will be individually agreed with the customer.

For further details such as notices of termination please refer to section 18 WITCOM GTC.

6.2 Terms of payment

The customer shall pay to WITCOM the charges due for the transfer of WITCOM SERVERHOUSING. These charges include the billing items "one-time provision charges" and "monthly charges" and "monthly part payment for energy costs".

Generally, the monthly charges are non-usage related and as such payable in advance.

6.3 Energy costs

The costs for electricity will be determined and billed by consumption. Here, the power consumption measured will be multiplied by the energy costs flat rate per kWh each or part thereof which will also cover the climate share.

WITCOM will use calibrated meters to determine the power consumption. The meters will be read annually at the due date. The energy cost flat rate applicable at the time of meter reading will be used for billing.

WITCOM will charge a monthly part payment for energy costs in so far as this is agreed with the customer. WITCOM will determine the amount of the part payment in agreement with the customer. The estimation of the monthly power consumption is based on measuring values available for a product variant of the same type.

The monthly part payments made will be counted towards the actually determined power consumption in the annual statement.

If the total amount of the part payment exceeds the energy cost flat rate determined, the difference will be credited. Should the actual energy cost flat rate be higher than the part payment total the customer will be billed the difference.

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In this case WiTCOM will additionally propose adapting the monthly part payment.

7. LIABILITY

The network termination unit remains WiTCOM property. Upon contract termination the network termination shall be returned to WiTCOM in its initial configuration. The customer shall be liable for damages to the network termination caused by the customer or by third parties which are under its sphere of responsibility.

Product variant	Power Supply	Number of sockets/ socket strips	Maximum total power input
1/4 rack	Standard: 1 AC connection 1 x 10 A over UPS system	1 x 7-position grounded socket strips	1,500 watts
1/2 rack	Standard: 2 AC connections 2 x 10 A over UPS system	2 x 7-position grounded socket strips	3,000 watts
Complete rack	Standard: 3 AC connections 3 x 10 A over UPS system	3 x 7-position grounded socket strips	5,000 watts