

Service Level Agreement (SLA) for metalstack.cloud

For hosting services of the metalstack.cloud platform

1. Our Understanding of Service

At metalstack.cloud, we put great emphasis on personalized customer service. You can contact us by email. Customers who have purchased the Business Support Package also receive access to a dedicated Slack channel. Below you will find basic information about our service channels as well as Response Times and availability. In addition, our General Terms and Conditions (<https://metalstack.cloud/de/compliance>) apply, which you can view at any time on our website.

2. Definitions of Terms & Preliminary Remarks

2.1 Workdays

Workdays are Monday to Friday, except for national public holidays in Germany and public holidays in the state of Bavaria.

2.2 Response Times

The Response Time within the meaning of this Service Level Agreement is the period between the receipt of a request/report and our initial response. This initial response may include a confirmation of receipt or information on how to proceed. The report may be processed outside the specified Response Times. The measurement of the Response Time begins with the receipt of the report via a service channel. If this time does not fall within the period of the Service Time in accordance with section 3, the Response Time shall commence at the start of the next Service Time.

2.3 Prioritization of Reports

Incoming requests are prioritized if they concern incidents that affect the availability of Kubernetes Clusters. Restrictions in the availability and performance of our services are also prioritized.

2.4 Managed Services

Our Managed Services are supported and maintained by our administrators. This includes regular system updates as well as short-term security-related updates and patches. All updates are installed automatically or manually independently of scheduled maintenance work.

2.5 Incidents

An incident as defined in this Service Level Agreement is present if the Kubernetes API is demonstrably unavailable for a continuous period of more than 5 minutes.

2.6 Scope of Services

The elimination of incidents and damage caused by improper use or handling by you, by the influence of third parties or by force majeure, as well as the adaptation of your software and hardware, is not the subject of this agreement, but can be commissioned as a service in individual cases on terms to be agreed in advance. We do not owe any documentation or user manual, unless otherwise agreed.

2.7 Obligation to cooperate

In order to properly respond to your requests/reports, you must provide us with all the information and access necessary to investigate the request/report and to rectify any reported incidents.

3. Support and Support Packages

We provide support and assistance based on the following table:

Support Package	Basic	Business	Enterprise
Support - Availability/ Service Time	Workdays, 09:00 to 17:00 CET	Workdays, 06:00 to 22:00 CET	On request
Support Channel	support@metalstack.cloud	support@metalstack.cloud + Slack	support@metalstack.cloud + Slack + Phone
Response Time	Within 8 hours during Service Time	Within 4 hours during extended Service Time	Within 2 hours
Price	included in the service	EUR 2,450 plus VAT per month	On request

4. Availability of Services

4.1 We offer an annual availability of our Kubernetes API of 99% on an annual average. For all other services, we offer an availability of 95% on an annual average. In the case of shorter terms, availability refers to the respective term.

4.2 Unavailability occurs when the use of the services is no longer possible or only possible to a very limited extent with considerable delays.

4.3 When calculating actual availability, downtime not attributable to us or downtime due to maintenance work is considered available time. Unavailability of the services during such downtime shall not be taken into account when calculating the availability in accordance with the Agreement. These harmless downtimes are:

(a) any maintenance or other services agreed with you or scheduled (between 20:00 and 06:00 CET) that make access to the services impossible;

(b) downtime caused by third parties (persons not attributable to us);

(c) unforeseen maintenance work that becomes necessary due to e.g. force majeure, influence of third parties, unforeseeable hardware failures, strikes, natural events, etc. as well as downtimes for the installation of urgently needed security patches and

(d) downtimes due to virus or hacker attacks, insofar as we have taken the agreed protective measures or, in the absence of an agreement, the usual protective measures.

5. Consequences

The legal consequences in the event of failure to meet availability and Response Times shall be governed by the statutory provisions, unless otherwise agreed.

Date: February 2025

For more information or questions about this SLA, please contact us by email.