

## **Special conditions: Dedicated and virtual servers**

### **§1 – Specifications**

1.1 - A dedicated server is to be understood as a physical computer system which is available for use exclusively by one customer. The system is connected to the Internet by the IP-network of the provider. Usage refers to the full access per remote data transmission. Usage restrictions result from the respective operating system as well as from the technical details of the particular system.

1.2 – A virtual server is an operating environment on a physical server which is similar in usage to a dedicated server but shares the resources of the host system with other virtual instances. The customer is granted the full use of a virtual instance. The provider connects the VPS to the Internet using IP-based technologies. Usage refers to full access to the virtual instance per remote data transmission. Usage restrictions result from the respective operating system as well as from the restrictions defined in the service description.

1.3 - The provider guarantees compliance with the standards defined in the respective service level agreements. If no SLA are defined, the "Service Level Agreements – Basics" automatically apply.

1.4 - The service details as well as the site result from the contract documents.

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### **§2 – Duties of the provider**

2.1 - The customer is provided with access to the administration interface, which enables him at any time to use or view the real-time traffic accounting, the rescue system, the installation manager, the RDNS & DNS administration, the web reset control and the billing data. Customer has to take care independently to fulfill the necessary conditions of use such as Internet access. The access may be limited due to maintenance in exceptional cases.

2.2 - The Internet connection is provided via the network of the provider. The customer will be provided with IP addresses according to the terms of reference and the RIPE guidelines. He gets the opportunity to configure null routes of his own IPs.

2.3 - The provider installs the customer's server with an operating system of his choice. The selection of the operating system is based on the respective versions available. Depending on the operating system, there might apply additional fees. If supported by the provider, the customer can reinstall the operating system by using the appropriate installation manager. Individual adjustments are not part of the basic service.

2.4 - The customer is entitled to a separate virtual network when operating several dedicated servers (VLAN). This is set up by the provider without further agreement. The customer will not incur any disadvantages, nor will the connection be impaired in any way. Furthermore, he does not have to make any changes to his technology or network settings.

2.5 - The provider ensures telephone and email support within the scope of the contractual obligations to the best of its knowledge and belief. Unless otherwise agreed, remote hands and services are billed by technical staff of the provider according to the respective price lists.

2.6 - In case of attacks on the server or through the server, the provider is allowed to partially or completely demarcate these from the network until they are rectified. In general, the provider will block attacked IP addresses of the customer automatically. This is primarily to protect the customer from financial loss due to excessive use of the line.

2.7 - The provider is responsible for the technically flawless state of the physical system, the Internet connection and in the case of virtual servers for the perfect condition of the host system. The provider is not responsible for putting the system in a condition defined by the customer or for ensuring that the system can be used by the customer in a specific way, unless this is explicitly part of the service description. The provider is entitled to replace the system in case of failure with an alternative. The equipment features may vary for a maximum of 8 business days.

2.8 - It is the responsibility of the provider to ensure the healthy condition of the technical infrastructure. This includes power supply, air conditioning, server cabinets and network technology operated by Accelerated.

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### **§3 – Obligations of the client**

3.1 - Unless otherwise agreed, the administration of the server is the sole responsibility of the customer. Administration includes all measures that are necessary for the use of certain applications. This includes the administration of the operating system as well as the software maintenance.

3.2 - The customer must notify the provider in case of failure. If there is no confirmation of the fault message when contacting the provider via E-mail, the fault must be reported again by telephone. As long as a fault message is missing, the service is considered to be fully rendered.