

Special conditions: Managed Services

§1 – Specifications

1.1 – Managed services are all services that the provider carries out on behalf of the customer on their system or on technical systems provided by the provider. Usually, these are server systems whose maintenance and care are taken over by Accelerated.

1.2 – Unless agreed otherwise, the management includes the installation, maintenance and care of the operating system as well as the installation, maintenance and care of all software and services requested by the customer in accordance with the respective specifications. If no specification is agreed, the "Software List of Managed Services" shall apply. All tasks to be performed within the framework of the specifications are carried out by the provider without further calculation or, if agreed, settled on the basis of an hourly rate.

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 to view real-time traffic-accounting as well as the invoice data at any time. 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 may be additional fees. 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 - It is the responsibility of the provider to ensure the flawless condition of the technical infrastructure. This includes power supply, air conditioning, server cabinets and network technology operated by Accelerated.

2.8 – The provider is responsible for the smooth operation of the agreed software and the agreed services. This includes the administration, maintenance and care at the software level. The provider assumes no guarantee that the software used is free of security vulnerabilities, errors or other impairments, although he guarantees that the software is regularly and carefully updated.

2.9 – Unless otherwise agreed, the provider assumes no liability for the loss of data.

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§3 - Obligations of the client

3.1 - 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.

3.2 - Insofar as the customer's systems are implemented for the agreed service and it has not been agreed otherwise, he shall be responsible for the technical and physical maintenance of the devices or entrust the provider with maintenance or repair work at a surcharge. This refers solely to the pure hardware of the systems used.