

TYPO3 Service Agreement (SLA)

Agreement for the provision of TYPO3 services between WACON Internet GmbH (hereinafter referred to as "WACON") and **Name, Street, Postcode City** (hereinafter referred to as the "Client")

Unless expressly stated as "gross", all prices quoted herein are exclusive of value-added tax (19%).

1 General Provisions

This proposal covers services relating to the support of one or more TYPO3 instances (hereinafter referred to as the SLA). The services are specified in greater detail under *Service Description*.

We offer three service agreement plans: **Basic**, **Premium** and **Premium+**.

Each plan builds on the services included in the preceding tier and adds further services. Optional services may also be ordered (see below for further information).

The following services are commissioned under this agreement:

No.	Service	Qty.	monthly	total
1.	"Basic" service plan	0	39,-€	
	"Premium" service plan		119,-€	
	"Premium+" service plan		159,-€	
2.	Additional TYPO3 instances	0	49,-€	
3.	Web hosting (standard)	0	19,-€	
	Web hosting (Redis technology)		49,-€	
4.	SOLR server (incl. 1 core)	0	19,-€	
	Additional cores (languages)	0	9,- €	
			Monthly price:	<u> </u>

Further information on the services is provided in the following sections.

2 TYPO3 Installations

This SLA covers support for the TYPO3 installation of the following website: **<DOMAIN>**.

As standard, a service agreement covers one live installation and one test installation.

Support for additional independent installations in the same server environment may be ordered as an option (see below).

3 Term of the Agreement

This SLA enters into force on **DD.MM.YYYY**. It renews automatically after **3 months**. The notice period is 1 day.

4 Availability

4.1 Service and Response Times

On business days, our customer service team is available from **9:00 a.m. to 5:00 p.m.**



In this document, business days are defined as follows:

-> Monday to Friday

Excluding public holidays observed throughout Germany and public holidays in the state of Hesse.

The response time is **1 business day**.



The response times stated in this document define the period between receipt of a service request and the first response to it. This response does not necessarily constitute resolution of or a complete answer to the request; it may, for example, indicate that further analysis or research has begun. Such additional work may extend beyond the stated response times.

4.2 Service Channels

To ensure that requests are handled smoothly and promptly even when the contact person is unavailable, the Client may use our central email address **support@wacon.de**.

You may also contact us by telephone using the toll-free service number **0800 – 922 66 19**.



For legal reasons, change requests cannot be accepted by telephone.

4.3 Sources of Information

WACON regularly publishes current information on legal matters, security updates, technical developments and optimization options through the social media channels *Twitter* (<https://twitter.com/wacon1999>) and *LinkedIn* (<https://www.linkedin.com/company/wacon-internet-gmbh>). Where possible, the Client will be sent an invitation to follow these channels.

At irregular intervals and in particularly important cases (e.g. general risks of legal warnings or the end of support for a TYPO3 LTS version), WACON sends a newsletter to all clients.

5 Service Description (Basic / Premium / Premium+)

The services described in this section apply to **all** service plans.

5.1 Discounted Hourly Rate and Billing

The discounted hourly rate is **€89** plus VAT.

5.2 Source Code Management

WACON manages the relevant source-code files in a protected GitHub repository. This includes all files developed on behalf of the Client (various configuration files, extensions, site packages, etc.).

The database and personal data are not version-controlled.

5.3 Short Response Times and Access to the Ticket System

Requests from service clients are given priority. Use of our ticket system ensures that change requests are processed promptly.

5.4 Billing in 15-Minute Increments

Services are billed in 15-minute increments.

With each invoice, the Client receives a detailed activity record containing the following information:

- Date on which the task was carried out
- Description of the task
- Initials of the person who performed the work
- Time spent in minutes

Security updates are installed free of charge only under the Premium and Premium+ service plans.

6 Service Description (Premium / Premium+)

The services described in this section apply to the **Premium** and **Premium+** service plans.

6.1 Contact Person (CP)

The Client is assigned a contact person (CP) with at least five years of experience in website development using TYPO3.

6.2 Priority Ticket Handling

Tickets from **Premium** and **Premium+** clients are generally given priority.

6.3 Direct Contact with the Developer

The Client is given direct access to the developer by telephone or Teams. This can substantially accelerate coordination and reduce costs.

6.4 TYPO3/PHP Security Monitoring

If security updates are available for the TYPO3 installation (core system and extensions), the Client is notified and provided with a recommended course of action. The same applies to PHP, the scripting language used by TYPO3.

For this purpose, WACON installs an extension on the Client's TYPO3 installation that monitors the versions of both the core system and all installed extensions.

6.5 Proactive Installation of Security Updates

Under this service plan, security updates are installed promptly after release at no additional cost.

WACON is notified immediately by the TYPO3 Association Security Team when security updates become available and may install them on the Client's TYPO3 installation without

prior consultation where necessary. Depending on the scope of the update, the Client is obliged to test the website, in particular its forms, because WACON cannot verify that messages are correctly delivered to the Client.

This update mechanism is limited to TYPO3 instances under Long-Term Support (LTS). In very rare cases, security updates for LTS versions may contain **breaking changes** that affect the appearance or functionality of the website and can be corrected only through additional manual work. In such cases, WACON informs the Client of any additional work that may be required.

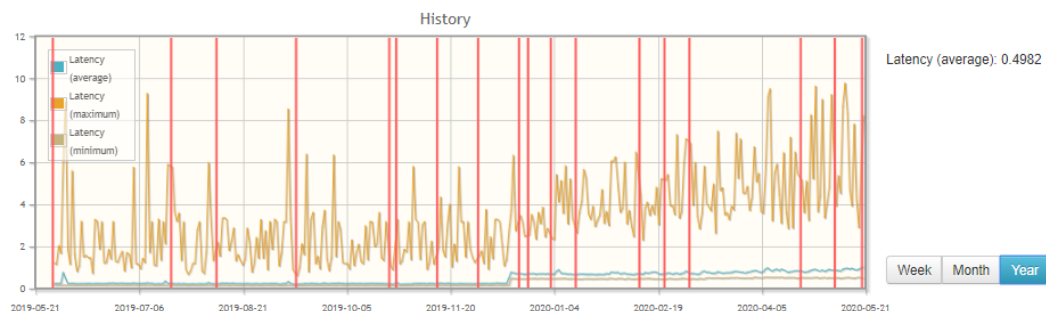


Personal data (e.g. contact requests, registrations, etc.) should be stored in the TYPO3 system only in well-founded cases where technically necessary and, even then, deleted no later than when the purpose ceases to apply or after a defined period (e.g. 90 days). The Client is responsible for making this assessment.

The free installation of security updates applies only to versions released during the term of this Service Level Agreement. Older updates that must be installed first are billed separately.

6.6 Server Monitoring

Our server monitoring system checks the availability of the web server at five-minute intervals and reports outages to the registered email address. The access provided also allows availability and response-time (latency) data to be reviewed over different periods:



7 Service Description (Premium+)

The services described in this section apply only to the **Premium+** service plan.

7.1 Data Protection Audits

A **data protection audit** is carried out **once a month** and sent to the Client by email.

For up to 500 individual pages as standard, WACON checks whether data is transmitted in encrypted form, whether the SSL certificate reflects the current state of the art and whether the correct security headers are configured.

All cookies, web-storage items and external services are also listed, providing comprehensive information about third-party data processing on the website:

- Cookie retention period
- Provider of the cookie, web-storage item or service
- Purpose of the cookie or service (advertising, analytics, functionality, etc.)
- Whether it is set with or without consent
- Whether data is transferred outside the jurisdiction of the EU

Data protection violations are presented clearly in a management summary:

- Use of non-essential cookies or external services without consent
- Transfer of data to unsafe third countries
- Failure to meet information obligations concerning external services in the privacy policy

Example:

Bei der Prüfung der Server-Sicherheit sind Sicherheitsrisiken gefunden worden. Wenn nicht schon geschehen, so sollten Sie dies durch Ihre Agentur oder einen Sicherheitsexperten prüfen lassen.

Sie setzen auf Ihrer Website eine Consent Management Software oder ein Cookie-Info-Banner ein, wir konnten dessen Hersteller allerdings nicht identifizieren.

Wir konnten keine nicht notwendigen Cookies identifizieren, die ohne Einwilligung des Benutzers gesetzt werden.
Achtung: Wir untersuchen nicht, ob das Einholen der Einwilligung DSGVO-konform erfolgt!

Wir konnten keine nicht notwendigen Dienste identifizieren, die ohne Einwilligung des Benutzers geladen werden.
Achtung: Wir untersuchen nicht, ob das Einholen der Einwilligung DSGVO-konform erfolgt!

Sie setzen **Google Fonts** ohne Einwilligung des Benutzers ein. Dies hat das Landgericht München mit [Urteil vom 20.01.2022](#) als schadenersatzpflichtig bewertet. [\[1\]](#)

Ihre Website lädt mindestens 1 Externe Dienste, die per IP-Adresse personenbezogene Daten aus dem Rechtsraum der EU in Drittstaaten ausleiten, ohne dass eine Einwilligung des Benutzers vorliegt.

This review is not legally binding because our tool cannot cover every use case. For example, privacy policies and cookie descriptions cannot be checked for accuracy or completeness.

7.2 Accessibility Audit

An **accessibility audit** is likewise carried out **once a month** and sent to the Client by email.

The website (up to 500 pages) is checked for **accessibility for people with disabilities**, based on applicable standards such as the Web Content Accessibility Guidelines (WCAG) and statutory requirements (e.g. the German Accessibility Strengthening Act – BFGS).

This review is not legally binding because our tool cannot cover every use case. For example, fully reliable keyboard operation of the website cannot be tested with 100% certainty.

8 Optional Services

8.1 Web Hosting

Web hosting can be configured and scaled dynamically. Our standard package includes the following services:

- Managed hosting package with 50 GB of web space
- Unlimited staging environments (e.g. for test instances)
- Daily backup (retained for four weeks)
- 10 databases
- 1 restore point
- Unlimited Let's Encrypt security certificates
- PHP performance option (APC)
- Matomo installation
- Log-file statistics using AWStats

Hosting costs **€29** plus VAT.

For particularly fast response times, a Redis server may be ordered. The cost is **€49** per month.

8.2 SOLR for Professional Website Search

Apache Solr is a high-performance search server for websites. It provides autocomplete, spelling correction, synonym support and much more.

Provision of the server costs **€19 per month** for the first core (= language). Each additional core costs **€9 per month**.

8.3 Additional Installations

For the Premium and Premium+ service plans, **additional TYPO3 installations** in the same server environment may be included.

Cost per additional TYPO3 installation: **€49**

9 Client Obligations

The Client is obliged to implement an adequate backup strategy. Among other things, a backup from the previous day and backups from earlier dates (two weeks, four weeks, etc.) should be available at all times and capable of being restored promptly.

The Client provides the resources required to operate TYPO3 (e.g. the correct versions of PHP, Composer and ImageMagick).

If web hosting is ordered through WACON (see “Optional Services”), this obligation does not apply.

 *Unless prevented by technical or data protection considerations, we recommend outsourcing web hosting to a provider specializing in TYPO3. Such providers ensure that a suitable environment is always available for the relevant TYPO3 version and that test environments (“staging”) can be set up easily. In most cases, these providers also include TYPO3 ELTS support at no additional charge (normally costing approximately €2,000 per year), reducing the urgency of updating an LTS version.*

The Client supplies WACON only with content that does not infringe copyright or any other statutory provision.

The Client provides a test and/or development environment or commissions WACON to set one up.

10 Data Protection

The contracting parties undertake to comply with the General Data Protection Regulation (GDPR).

This SLA enters into force only if the parties have entered into a data processing agreement.

11 Legal Provisions

WACON’s General Terms and Conditions apply. If WACON provides hosting services, WACON’s Supplementary Terms and Conditions for Hosting Services also apply.

 *TYPO3 and all extensions (including those developed under this agreement) are subject to the GNU General Public License, version 2, a copy of which will be supplied to the Client on request. WACON expressly provides no warranty for, and accepts no liability in respect of, TYPO3 or any extensions used or developed by WACON. This follows directly from the applicable licensing terms.*

12 Severability Clause

If any provision of this agreement is or becomes wholly or partly invalid, the remaining provisions shall continue in full force and effect.

Date, place

Date, place

Contractor’s signature

Client’s signature