

DE-CIX MASTER SERVICE LEVEL AGREEMENT

1. Overview

- 1.1 This Master Service Level Agreement (Master SLA) is part of the DE-CIX contractual framework. It defines a framework for all Special Service Level Agreement (Special SLA) documents.
- 1.2 This Master SLA is applicable to all DE-CIX Services to the DE-CIX infrastructure by the customer. This Master SLA defines the service levels, the quality of the services, the service credits for non-delivery, unavailability or underperformance and the processes and procedures to be followed, and provides a mutual understanding of the service level expectation.
- 1.3 The technical specifications of the access are detailed in the “DE-CIX Technical Access Description” document, which is hereby included by reference. Access to the DE-CIX infrastructure is realized by a physical port.

2. Scope of application of service levels

- 2.1 The service levels set forth in this Master SLA or the Special SLA shall begin upon first use of the DE-CIX service after the “Ready for Service” announcement.
- 2.2 Unless otherwise stated in particular Special SLAs, DE-CIX services are designed to handle a traffic load of up to 90% of their agreed capacity perpetually, whereas the remaining 10% capacity is reserved for temporary traffic load peaks.
- 2.3 The service levels for any affected DE-CIX service shall therefore be suspended for any period of time, in which the traffic load on the physical access or the respective DE-CIX service exceeds 90% of the contractually-agreed capacity.
- 2.4 Furthermore, if the traffic load on the respective DE-CIX service exceeds 90% of the agreed capacity for more than 5% of time (36 hours) during a calendar month, DE-CIX shall be entitled to charge an overload fee to the customer’s account for the affected DE-CIX Services for that month. The overload fee is equal to the monthly recurring charge (MRC) of the overloaded service and proportionate to the access fee for the assigned bandwidth of the service. In case of a line aggregation group (LAG) Bundle, the overload fee is equal to the price of one additional LAG member service price.
- 2.5 The service levels shall not apply in such circumstances, for which DE-CIX cannot be held responsible under applicable law (e.g. force majeure events, intentional disruptions of service by a third party).

3. Monitoring and problem reporting

- 3.1 The customer should report any incident with DE-CIX service by contacting the support service without undue delay of gaining knowledge of the incident.
- 3.2 Service levels shall not be affected by whether the customer did or did not report an incident, unless specific service levels expressly depend on the reporting of an incident.
- 3.3 DE-CIX employs an automated system to monitor certain aspects of the service quality of DE-CIX services. However, DE-CIX's monitoring system is not designed to detect all incidents that may potentially arise and thus, the existence of such monitoring system shall not mitigate the customer's obligation to report incidents to DE-CIX support service.
- 3.4 If and insofar as DE-CIX employs an automated system to monitor service quality, measurements created by such DE-CIX monitoring system shall be solely authoritative for the determination of a monitored service level, regardless of whether the customer employs additional monitoring systems.

4. Dissemination of customer usage monitoring data

- 4.1 Pursuant to the "DE-CIX Global Terms and Conditions", DE-CIX may elect to make available customer usage monitoring data in accordance with this section 4.
- 4.2 Disseminated information:
 - 4.2.1 customer's company name,
 - 4.2.2 access identification and location,
 - 4.2.3 whether or not the traffic load on the access exceeded 90% of its agreed capacity at the time of the previous measurement, and
 - 4.2.4 the time of the previous measurement.
- 4.3 This information may be made electronically accessible (e.g. via a web-interface) to all DE-CIX customers.
- 4.4 Dissemination of this information shall help DE-CIX customers to recognize possible transmission bottlenecks, take measures to prevent transmission delays, and thereby optimize overall efficiency and performance of the DE-CIX platform.
- 4.5 The customer may object to the dissemination of this information by email at any time.

5. Standard service level: availability

- 5.1 Any service level that is based on the availability of a DE-CIX service for a specific percentage of time shall be calculated as follows:

5.1.1 Availability is calculated using the following formula:

$$P = \frac{A - B - C}{A - B} * 100$$

A = (number of hours in a month)

$$B = \sum_{i=1}^n B_i \text{ (sum of all outages due to announced maintenance)}$$

$$C = \sum_{j=1}^m C_j \text{ (sum of all outages)}$$

P = (availability percentage)

5.1.2 Unless otherwise stated, availability is calculated for each calendar month, whereas each month shall equal 720 hours.

5.2 Unless otherwise stated in this Master SLA or any Special SLA, the standard service level for availability of a DE-CIX service is 99.99% per month (i.e. maximum unavailability of 4 minutes and 19 seconds per month).

6. Service definition and service level: access

6.1 The connection point to the DE-CIX infrastructure is called “access.” The access is a prerequisite for any services based thereon. The access is contractually available when the Ethernet protocol of the access is provided by DE-CIX (measured on the DE-CIX infrastructure).

6.2 The standard service level (99.99%) applies to the access.

7. Service definition and service level: DE-CIX customer support service

7.1 DE-CIX customer support service provides the opportunity for the customer to contact DE-CIX in case of any technical incidents involving one or more DE-CIX services.

7.2 DE-CIX customer support service may be contacted by the customer by phone using the contact data published at <https://www.de-cix.net/contact/contact/> at any time (24/7/365).

7.3 DE-CIX customer support service shall issue an initial reaction to the customer (at least including a reference number for the incident, acknowledgement that the incident description was received, and an initial categorization and prioritization of the incident):

(a) within one (1) hour, if the incident was reported by the customer by phone during DE-CIX business hours (published at <https://www.de-cix.net/contact/contact/>),

(b) within two (2) hours, if the incident was reported by the customer by phone outside DE-CIX business hours (published at <https://www.de-cix.net/contact/contact/>).

- 7.4 DE-CIX customer support service shall act as a single point of contact to the customer and initiate and coordinate the efforts to solve the reported incident.
- 7.5 DE-CIX customer support service shall employ reasonably necessary measures to solve the reported incidents in accordance with the categorization and prioritization of the individual incidents based on severity and urgency.

8. Breach of service level, credit system

- 8.1 If a service level for a DE-CIX service specified in this Master SLA or any Special SLA should not be met, the customer shall be credited the amounts specified in clause 9 of this Master SLA.
- 8.2 Credit amounts for breach of service levels are classified in different credit groups, which are structured hierarchically.
- 8.3 Credit amounts are not cumulated across different credit groups. Rather, the credit amount of the highest ranked credit group supersedes all credit amounts accrued in lower credit groups within the scope (incident, time period) of the highest ranked credit group, in which credit is accrued.
- 8.4 Credit groups are ranked in the following order, descending:
- 8.4.1 access availability,
- 8.4.2 service specific service levels specified in Special SLA,
- 8.4.3 DE-CIX customer support service reaction time (clause 7.3).
- 8.5 The credit amount shall be limited for any given calendar month to the amount of the monthly recurring fees payable to DE-CIX by the customer. The total credit amount per calendar year shall be limited to the amount of three (3) times the monthly recurring fees. The foregoing limitation shall not apply in cases in which DE-CIX is liable for culpable violation of life, limb or health, and in cases in which DE-CIX is liable for claims for damage based on intent or gross negligence, including intent or gross negligence of DE-CIX's representatives or vicarious agents.

9. Credit amounts

- 9.1 Breach of access availability service level, per calendar month:

Availability (A)	Downtime in Minutes	Credit
A ≥ 99.99%	0 - 4:19	0%
99.99% > A ≥ 99.95%	4:20 - 21:36	3%

A < 99.95%	> 21:36	6%
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Credit percentage is in relation to the monthly recurring fee payable to DE-CIX for the respective access.

- 9.2 Service specific credits may be stated in Special SLAs.
- 9.3 Breach of DE-CIX customer support service reaction time service level, per reported incident:
3 % of the monthly recurring fee for the DE-CIX services in relation to which the incident was reported.

10. Credit claim procedure and dispute resolution

- 10.1 Credit amounts must be claimed by the customer within thirty (30) days of the end of the time period or incident, for which the credit amount is accrued. Otherwise, DE-CIX services shall be deemed accepted by the customer.
- 10.2 Credit claims shall be sent by email to: support@de-cix.net.
- 10.3 DE-CIX may set off credit amounts against the customer's outstanding fees, or make a deduction from the customer's invoice for the next billing cycle.
- 10.4 In case that a technical incident or a credit claim cannot be resolved to the customer's satisfaction by DE-CIX customer support service, the customer may escalate the issue to the DE-CIX customer support manager or the DE-CIX finance department.