

DE-CIX CLOSED USER GROUPS SPECIAL SERVICE LEVEL AGREEMENT

1. Overview

- 1.1 This document contains the Special Service Level Agreement (Special SLA) for Closed User Groups (CUG) Services. The CUG Special SLA is part of the DE-CIX contractual framework.
- 1.2 This CUG Special SLA shall apply only to the CUG Services, and – within its scope – its provisions shall override any contradicting or diverging provisions in the Master Service Level Agreement (Master SLA).
- 1.3 The technical specifications of CUG Services are stated detailed in the “DE-CIX Closed User Groups Technical Service Description” document, which is hereby included by reference.

2. Scope of application of service levels

The provisions of the Master SLA shall apply.

3. Measurements and incident reporting

- 3.1 Notwithstanding any incident reports by the customer under the provisions of the Master SLA, DE-CIX operates equipment for the purpose of measuring the performance and availability relevant to this Special SLA in accordance with the following section.
- 3.2 Measurement boxes are connected to nodes which are configured in the same way as customer interfaces. Pursuant to the Master SLA, only the measurement created by these measurement boxes shall be authoritative to indicate actual performance and availability. The values gained from the measuring equipment are made available to customers online for four weeks.

4. Dissemination of customer usage measurement data

- 4.1 Pursuant to the DE-CIX Global Terms and Conditions, DE-CIX may elect to make available customer usage measurement data in accordance with this section 5.
- 4.2 Disseminated information:
 - 4.2.1 customer’s company name,
 - 4.2.2 customer’s CUG Service region,
 - 4.2.3 customer’s physical connection location,
 - 4.2.4 whether or not the traffic load on the customer’s CUG Service connection exceeded 90% of its agreed capacity at the time of the previous measurement, and
 - 4.2.5 the time of the previous measurement.

4.3 The customer may object to the dissemination of this information by email at any time.

5. Service definition and service levels: availability

5.1 CUG Services are layer 2 point to multipoint services for the exchange of (layer 2) frames between a specific CUG partner and customers of the specific service to enable connectivity and gain privileged access to the specific services offered by the partner.

5.2 To offer CUG Services two integral components described below in sections 6.2.1 to 6.2.2 are essential. For as long as either of the components is unavailable, the CUG Services shall be deemed unavailable.

5.2.1 Availability of the reachability component:

CUG Service reachability component is available as long as more than 50% of DE-CIX measurement boxes (one per edge node) can reach each other on the DE-CIX Apollon platform.

5.2.2 Availability of Route Reflector:

The Route Reflector component consists of multiple route reflector. The Route Reflector component is available as long as one route reflector is available. A route reflector is available as long as there is a BGP session to at least one customer.

5.3 The service levels for availability of CUG Services depend on the CUG Service region and the physical location of the customer's connection. The service level for availability shall be calculated according to the Master SLA. The respective service level values are compiled in the document DE-CIX Service Levels for DE-CIX Locations.

6. Service definition and service levels: performance

6.1 The performance of CUG Services depend on the CUG Service region and the physical location of the customer's connection. The respective CUG Service performance service levels are compiled in the document DE-CIX Service Levels for DE-CIX Locations.

6.2 The values compiled in the document DE-CIX Service Levels for DE-CIX Locations refer only to the connection within the DE-CIX platform. DE-CIX may further publish additional information referring to the connection between the egress of the DE-CIX platform and the network ingress of the partner of CUG Services.

6.3 Frame loss, jitter and round-trip delay on the DE-CIX platform are calculated based on an hourly average.

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

The provisions of the Master SLA shall apply.

8. Breach of service level, credit system:

The provisions of the Master SLA shall apply.

9. Credit amounts:

9.1 The following credit amounts shall apply to breaches of service levels for the CUG Service.

9.2 Availability (per calendar month):

Breach of availability service level, per calendar month:

Availability (A)	Credits (% of monthly recurring service fee)
99.99% > A ≥ 99%	10
99% > A ≥ 95%	50
A < 95%	80

9.3 Performance (per day):

Breach of performance level for a time period of up to 4 hours: 5% credit

Breach of performance level for a time period of more than 4 hours: 15% credit

9.4 Credit percentages are in relation to the monthly recurring fee payable to DE-CIX for use of the CUG Service.

10. Credit claim procedure and dispute resolution:

The provisions of the Master SLA shall apply.