

## DE-CIX MICROSOFT AZURE PEERING SERVICE SPECIAL SERVICE LEVEL AGREEMENT

### 1. Overview

- 1.1 This document contains the Special Service Level Agreement (Special SLA) for DE-CIX Microsoft Azure Peering Service (hereinafter referred to only as "Azure Peering Service"). The Azure Peering Service Special SLA is part of the DE-CIX contractual framework.
- 1.2 The technical specifications of Azure Peering Services are stated detailed in the "DE-CIX Microsoft Azure Peering Service Technical Service Description" document, which is hereby included by reference.
- 1.3 The service is provided in partnership with Microsoft. A documentation from Microsoft side can be found here: <https://docs.microsoft.com/en-us/azure/peering-service/>

### 2. Scope of application of service levels

This Azure Peering Service Special SLA shall apply only to the Azure Peering Services, and in addition to the Master Service Level Agreement (Master SLA) (<https://www.de-cix.net/en/terms-and-conditions#SLAs>). Within its scope, the provisions of the Azure Peering Service Special SLA shall override any contradicting or diverging provisions in the Master SLA.

### 3. Service definition and service levels: availability

- 3.1 To offer Azure Peering Services two components described below in sections 3.1.1 to 3.2.2 are essential. For as long as either of the components is unavailable, the Azure Peering Services shall be deemed unavailable.
  - 3.1.1 Availability of the layer 2 component:

Azure Peering 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.
  - 3.1.2 Availability of the layer 3 component:

The Route Reflector component consists of multiple route reflectors. The Route Reflector component is available as long as one route reflector is available.
- 3.2 The service levels for availability of Azure Peering Services depend on the Azure Peering 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.

3.3 Despite the optimized connectivity service offered with Azure Peering Service, DE-CIX recommends an Internet fallback option to Microsoft (e.g. for periods of announced maintenance).

**4. Service definition and service levels: performance**

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

4.2 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 partners for Azure Peering Services.

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

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

The provisions of the Master SLA shall apply.

**6. Breach of service level, credit system:**

The provisions of the Master SLA shall apply.

**7. Credit amounts:**

7.1 The following credit amounts shall apply to breaches of service levels for the Azure Peering Service.

7.2 Availability (per calendar month):

Breach of availability service level, per calendar month:

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

7.3 For breach of DE-CIX customer support service reaction time the provisions of the Master SLA shall apply.

7.4 Performance:

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

7.5 Credit percentages are in relation to the monthly recurring fee payable to DE-CIX for use of the Azure Peering Service.

**8. Credit claim procedure and dispute resolution:**

In addition to the provisions of the Master SLA, DE-CIX reserves the right to investigate and verify all claims by the customer for SLA credits based on the service definition and service levels set forth in this SLA. If this leads to a rejection of the requested SLA credits, a written justification will be given by DE-CIX.