

DE-CIX INTERWIRE MASTER SERVICE LEVEL AGREEMENT

1. Overview

- 1.1 This Master Service Level Agreement (Master SLA) is part of the DE-CIX INTERWIRE contractual framework. It defines a framework for all Special Service Level Agreement (Special SLA) documents for domestic internet access provided by DE-CIX INTERWIRE.
- 1.2 This Master SLA is applicable to all DE-CIX INTERWIRE Services to the DE-CIX INTERWIRE 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 INTERWIRE Technical Access Description" document, which is hereby included by reference. Access to the DE-CIX INTERWIRE 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 INTERWIRE service after the "ready for service" announcement.
- 2.2 Unless otherwise stated in particular Special SLAs, DE-CIX INTERWIRE 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 INTERWIRE service shall therefore be suspended for any period on time, in which the traffic load on the physical access or the respective DE-CIX INTERWIRE service exceeds 90% of the access contractually agreed capacity.
- 2.4 Furthermore, if the traffic load on the respective DE-CIX INTERWIRE service exceeds 90 % of the agreed capacity for more than 5 % of time (36 hours) during a calendar month, DE-CIX INTERWIRE shall be entitled to charge an overload fee to the customer's account for the affected DE-CIX INTERWIRE 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 INTERWIRE 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 INTERWIRE 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 INTERWIRE employs an automated system to monitor certain aspects of the service quality of DE-CIX INTERWIRE services. However, DE-CIX INTERWIRE'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 INTERWIRE support service.

3.4 If and insofar as DE-CIX INTERWIRE employs an automated system to monitor service quality, measurements created by such DE-CIX INTERWIRE 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 INTERWIRE Global Terms and Conditions", DE-CIX INTERWIRE 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 INTERWIRE customers.

4.4 Dissemination of this information shall help DE-CIX INTERWIRE customers to recognize possible transmission bottlenecks, take measures to prevent transmission delays, and thereby optimize overall efficiency and performance of the DE-CIX INTERWIRE platform.

5. Standard service level: availability

5.1 Any service level that is based on the availability of a DE-CIX INTERWIRE 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 = $\sum_{i=1}^n B_i$ (sum of all outages due to announced maintenance)

C = $\sum_{j=1}^m C_j$ (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 INTERWIRE service is 99.8 % per month.

6. Service definition and service level: access

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

6.2 For access the standard service level (99.8 %) applies.

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

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

7.2 DE-CIX INTERWIRE customer support service may be contacted by the customer by phone using the contact data published at DE-CIX INTERWIRE webpage at any time (24/7/365).

7.3 DE-CIX INTERWIRE 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):

- (a) within one (1) hour, if the incident was reported by the customer by phone during DE-CIX INTERWIRE business hours (published at DE-CIX INTERWIRE webpage),
 - (b) within two (2) hours, if the incident was reported by the customer by phone outside DE-CIX INTERWIRE business hours (published at DE-CIX INTERWIRE webpage).
- 7.4 DE-CIX INTERWIRE 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 INTERWIRE customer support service shall employ reasonably necessary measures to solve the reported incidents in accordance with the categorisation and prioritisation of the individual incidents based on severity and urgency.