

"DIRECTCLOUD" SPECIAL SERVICE LEVEL AGREEMENT

1. Overview

- 1.1. This document contains the Special Service Level Agreement (Special SLA) for the DirectCLOUD product. The DirectCLOUD Special SLA is part of the DE-CIX contractual framework.
- 1.2. This DirectCLOUD Special SLA shall apply only to the DirectCLOUD product, 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 the DirectCLOUD Service are detailed in the "DirectCLOUD 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. Definitions

- 3.1. DirectCLOUD Partner: Provider of Cloud Services
- 3.2. Customer: User/ Customer of DirectCLOUD Services

4. Measurements and incident reporting

- 4.1. Due to the point-to-point characteristic of the DirectCLOUD product, DE-CIX does not measure any of the service levels specific to the DirectCLOUD product.
- 4.2. All service levels specific to the DirectCLOUD product are therefore dependent on accurate measurements by the customer, and immediate reporting of any incidents to the DE-CIX customer support service.
- 4.3. The determination of whether a service level specific to the DirectCLOUD product is breached shall thus be based solely on the time periods starting with the incident report to the DE-CIX customer support service.

5. Dissemination of customer usage measurement data

Due to the point-to-point characteristic of the DirectCLOUD product, no customer usage data is disseminated to other customers.

6. Service definition and service levels: availability

- 6.1. DirectCLOUD is a layer 2 point-to-point service for the exchange of (layer 2) frames. The DirectCLOUD service is available as long as frames are forwarded between the two endpoint of the connection.
- 6.2. The service levels for availability of DirectCLOUD depend on the DirectCLOUD 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 .

7. Service definition and service levels: performance

- 7.1. The performance of DirectCLOUD depends on the DirectCLOUD region and the physical location of the customer's connection. The respective DirectCLOUD performance service levels are compiled in the DE-CIX Service Levels for DE-CIX Locations.
- 7.2. 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 provider of cloud services connected to DirectCLOUD. For such additional information, the provisions of section 8 shall apply.
- 7.3. Frame loss, jitter and round trip delay on the DE-CIX platform are calculated based on an hourly average.

8. Service definition and service level: Cloud Performance Index

- 8.1. DE-CIX may publish upon request by a DirectCLOUD Partner connected to DirectCLOUD the "Cloud Performance Index" (CPI) of that DirectCLOUD Partner on the DE-CIX website.
- 8.2. The Cloud Performance Index describes the latency of the connection between the network egress of a DirectCLOUD Partner connected to DirectCLOUD and the ingress of the DE-CIX platform, which is measured by the DirectCLOUD Partner itself independently from DE-CIX under the best possible usage conditions.
- 8.3. The different CPI-classes shall have the following significance:
 - a) "A+": The network egress of the DirectCLOUD Partner is located in the same data centre as the DE-CIX access with a latency of < 1 ms.

- b) "A": The network egress of the DirectCLOUD Partner is located in the same DE-CIX regions as the DE-CIX access with a latency of < 1 ms.
 - c) "B": The network egress of the DirectCLOUD Partner is located in the same metro-area as the DE-CIX access with a latency of < 5 ms.
 - d) "C": The network egress of the DirectCLOUD Partner is located in the same metro-area as the DE-CIX access with a latency of > 5 ms.
- 8.4. Because the CPI value is measured by the DirectCLOUD Partner under the best possible usage conditions and refers only to the connection to the DE-CIX access, the actual latency in practice will be higher in most cases, depending on the current workload running on the respective DirectCLOUD Partner systems used and any possible forwarding of the signal within the DirectCLOUD Partner's internal network.

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

The provisions of the Master SLA shall apply.

10. Breach of service level, credit system:

The provisions of the Master SLA shall apply.

11. Credit amounts:

11.1. The following credit amounts shall apply to breaches of service levels for the DirectCLOUD service.

11.2. Availability (per calendar month):

The provisions of the Master SLA shall apply.

11.3. Performance (per day):

Breach of performance level for a time period of up to 4 hours: 3% credit

Breach of performance level for a time period of more than 4 hours: 6% credit

11.4. Credit percentages are in relation to the monthly recurring fee payable to DE-CIX for use of the DirectCLOUD service.

12. Credit claim procedure and dispute resolution:

The provisions of the Master SLA shall apply.