



# Service Level Agreement: Cloud Connect Services

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## 1 OVERVIEW

This Appendix is an integral part of the “Master Service Agreement (MSA)” and shall only apply, on the terms specified herein, to the following products provided to Customer by Arelion

- Arelion Cloud Connect Services

This document defines levels of service and Customer’s right to apply for credits in the event that the applicable service levels are not achieved. Terms not defined herein shall have the same definition as in the Agreement.

## 2 SERVICE DESCRIPTION

Arelion Cloud Connect Service is using Arelion’s Ethernet Virtual Private Line (EVPL) service to provide a layer 2 ethernet connection between a Customer Port on a Arelion’s router or aggregation switch and a port on Arelion’s router which connects to the Cloud Service Provider’s infrastructure.

A Cloud Connect Service consists of at least 2 components: a Customer Port and a Connection (Ethernet Virtual Circuit) from this Customer Port to the interconnection point of a Cloud Service Provider. Multiple connections to multiple cloud service providers can be provisioned on the same Customer Port.

It is also possible to provision a Connection (EVC) from one Customer Port to another Customer Port. In this SLA document, also a connection between two customer ports will be referred to as a Cloud Connect service.

All Cloud Connect traffic will be treated as prioritized traffic in the Arelion MPLS backbone in the Class of Service ”Business Critical”.

Both the Customer Port and each individual Connection on a Customer Port carry a Monthly Recurring Charge (MRC), referred to as the “Port MRC” and the “Connection MRC”.

## 3 DELIVERY

### 3.1 Credits for RFS Delay

The Service at each site shall be installed and operating in accordance with the applicable specification on or prior to the committed RFS Date provided by Arelion, subject to any special conditions applicable to the Order. If the committed RFS Date is not met by Arelion at a particular site, Customer is entitled to claim credits according to the table set forth below for each day of delivery delay beyond the committed RFS Date, which shall be Customer’s sole and exclusive remedy in connection with the delay.

<b>Number of full business days by which Arelion fails to meet the committed RFS Date for Service</b>	<b>Service credits as a % of the committed monthly recurring charge (MRC) for the Affected Services at the Site</b>
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
>21 days	50%

The Customer shall not be entitled to any credits for RFS delays arising out of Customer’s acts or omissions, a delay caused by Customer failing to provide access to its premises, the failure of a third-party to deliver or provide services, or an event of force majeure.

## 4 FAULT AND AVAILABILITY

### 4.1 Measurement of Availability

#### 4.1.1 Definition of Fault

A Fault is considered to have occurred when the Connection is unavailable, or the Connection suffers frame loss of greater than ten percent (10%) for a continuous period of at least 10 minutes between the demarcation points of the Service.



Service levels for availability are measured between the Customer Port on Arelion's router or aggregation switch and:

- The port on Arelion's edge router which connects to the Cloud Service Provider
- Another Customer Port on Arelion's router or aggregation switch

#### 4.1.2 Fault Time Calculation

With respect to the availability guarantees set forth in this Appendix, a Fault is recognized upon initiation of an incident case by Customer and Arelion confirmation of a problem. The Fault or restoration time is calculated as the time between the opening of the trouble-ticket until Arelion notifies Customer that Service at the affected site has been restored through the implementation of a full or a temporary repair reduced by the following:

- Delay of Fault repair caused by the Customer not giving access to its premises to Arelion and/or and/or Arelion's subcontractors.
- Delay of the closure of the trouble-ticket due to Arelion not being able to reach the Customer.
- Other delays caused by the Customer or Customer's employees, agents or representatives.

If necessary, Customer must provide Arelion and/or Arelion's subcontractors (e.g. local tail or professional services providers) with access to its premises or a third-party's premises in order to perform testing, maintenance and/or Fault repair.

A fault will be considered to have been repaired if either a full repair or a temporary repair restoring the continuity of the relevant Service has been implemented.

#### 4.1.3 Service Availability Calculation

The measurement period for the availability of the Service at a site shall be coterminous with the monthly billing cycle. The availability is calculated monthly, beginning with the first full month of Service at the site.

$$Availability = \frac{TotalTime - \sum(FaultTime_n)}{TotalTime} * 100 \%$$

where  $TotalTime$  = the total time during the measurement period

and  $\sum(FaultTime_n)$  = the sum of all fault times of the faults that occurred during the measurement period



## 4.2 Measurement of Frame Loss and Network Latency

Frame Loss and Network Latency will be measured based on monthly average measurements taken between sites.

### 4.2.1 Cloud Connect Services

For Cloud Connect Services, backbone frame loss and network latency are measured by sending approximately 1000 UDP-Datagrams with a length of 96 bytes every 10 minutes to designated servers located at MPLS Backbone Core Nodes, which are primary nodes in the network designated by Arelion. Arelion will use these measurements in order to determine an average monthly measurement between the Customer Port and the port which connects to the Cloud Service Provider. The term "UDP-Datagram" refers to the User Datagram Protocol, a connectionless transport-layer protocol in the TCP/IP protocol suite.

## 4.3 Exclusions

A Service will not be subject to a Fault and/or a service level will not be deemed to have not been achieved to the extent caused by any of the following:

- Planned Work (see The Customer Service Handbook)
- Environmental conditions at the Customer site such as power supply, climate or housing
- The Customer's actions or intervention
- An event of Force Majeure
- The suspension, interruption or termination of Service in accordance with the Agreement
- A Fault or problem with an unmanaged CPE provided to Customer by Arelion

# 5 CLOUD CONNECT SERVICE LEVELS

The Arelion MPLS Backbone network is used to deliver Cloud Connect Services. The service levels and credits set forth in this Section shall apply to Cloud Connect Services. The credit percentages stated in this section are applied to the monthly recurring charges ("MRC") for the Customer Port and/or the affected Connection as specified in each section.

## 5.1 Availability Service Level and Credits

The availability of a Cloud Connect service is 99.99% when diversity is in place, measured as specified above. For services without diversity, the availability is 99.50%. For both



options, the Availability SLA includes the cross-connect between Arelion and the Cloud Service Provider but excludes the CSP network.

Customer shall be entitled to request a credit equal to 3.33% of the MRC for Service at the affected Customer Port for every hour or part thereof of Fault time exceeding the guaranteed Availability of the service during a calendar month. The MRC as the basis for credit calculation consists of the Port MRC plus the MRC for the affected Connection(s).

## 5.2 Network Latency Service Level and Credits

The term “Network Latency” refers to the period taken for an Ethernet frame to travel from its source to a destination within the network and back again (also referred to as Round Trip Delay or RTD). Arelion guarantees that the monthly average Network Latency for Cloud Connect Services between customer ports and/or the interconnect points to the Cloud Service Providers shall not exceed the committed values as specified in our portal: <https://www.arelion.com/portal/home> under Network Performance, measured over a calendar month. Registration to access the portal is mandatory. For the avoidance of doubt, measurements are for Arelion’s backbone only and any Local Tail measurement will need to be added separately

Network Latency for Cloud Connect Services shall be determined by Arelion based on averaging sample measurements taken between sites at core nodes during a calendar month. When the guarantee is not met between two sites, Customer shall be entitled to request a credit equal to 10% of the Connection MRC for the affected Connection for the applicable month.

## 5.3 Frame Loss Service Levels and Credits

Arelion guarantees that the monthly average Frame Loss between the Customer Port and the interconnect point with the Cloud Service Provider or another Customer Port will not exceed 0.1%, measured over a calendar month. Frame Loss shall be determined by Arelion based on averaging sample measurements taken between sites at core nodes using test Ethernet frames during a calendar month. When the guarantee is not met, Customer shall be entitled to request a credit equal to 10% of the Connection MRC for the affected Connections for the applicable month.

## 6 CLAIM OF CREDITS

### 6.1 Limitation of Credits

Notwithstanding the occurrence of multiple events of unavailability or failures to meet the service level guarantees set forth in this SLA, the maximum credit to the Customer during a monthly billing period is limited to 50% of the previous month's charges for Service at the affected Customer Port.

### 6.2 Procedure

In order to receive credits, Customer must submit a claim utilizing Arelion's standard credit request form within thirty (30) days of the end of the calendar month in which the fault occurred. The credits will be based on the actual fault time. In the event of any dispute concerning the duration of a fault, Arelion's fault monitoring and clearance records will govern. If the Customer fails to submit a claim within the applicable thirty days (30) period as defined above, the Customer shall irrevocably waive the right to claim any credits for the Services affected by the fault.

Notwithstanding anything to the contrary in the Agreement, the claim and award of credits pursuant to this Service Level Agreement shall be Customer's sole and exclusive remedy if the Service is unavailable or fails to meet the specified service level guarantees.

## 7 ORDER TERMINATION

If Customer intends to terminate an Order for Arelion Cloud Connect Service for convenience after the expiration of the initial Service Term, Customer also shall be obligated to terminate the related cloud service to which Customer connects via the Arelion Cloud Connect Service ("Cloud Service") on or before the termination date of such Arelion Cloud Connect Service. If Customer fails to terminate the related Cloud Service in a timely manner, then notwithstanding anything to the contrary in the MSA, the termination notice will have no effect and Arelion reserves the right to continue to charge Customer for the Arelion Cloud Connect Service until such time as Customer has terminated the related Cloud Service.