SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT ADDENDUM INTERNET ACCESS BIT B.V. – VERSION 2014-07-02

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Internet access through the BIT-network in one of the BIT data centers.

1.2. Latency

Delay in the data transfer between source and destination.

1.3. Packetloss

Situation where parts of the send packets do not arrive at their destination.

1.4. Incident

Unavailability of the service due to causes other than maintenance within a maintenance window, maintenance in consultation with the client, or faulty equipment utilization by the client themselves.

2. SLA

This document is the addendum on the framework SLA for the service internet access.

3. Service Description

3.1. General

BIT manages its own network, connecting with a huge number of networks that jointly form the internet. Connectivity for clients is realized from the BIT network. This SLA only applies to uplinks taken in one of the BIT data centers.

3.2. Availability

3.2.1. Redundancy

Wherever possible, redundancy has been integrated in the BIT network and in the links with the rest of the internet.

3.2.2. BIT network

Network appliances operated by BIT and connections among such appliances have been executed redundantly in an active-active or active-passive setup.
The network appliances as well as the connections are monitored by BIT engineers on a 24/7 basis for availability and capacity. Therefore, unavailability of one single network appliance or appliances connection within the BIT infrastructure will not result in unavailability of the BIT network. Individual clients´ connections without redundantly configured uplinks may however be struck by network apparatus failure.

3.2.3. Uplink

BIT provides a single or redundant connection to access switches operated by BIT. These switches are redundantly connected to the BIT network.

3.2.4. Internet

BIT links its network with multiple internet exchanges on various geographic locations. These internet exchanges accommodate interchange of traffic with other networks present on the exchanges. In addition, they accommodate links with multiple transit providers in different locations for data exchange with more remote networks.
This enables BIT to ensure excellent internet exposure. However, the accessibility of specific networks and/or systems cannot be guaranteed if the failure cause lies outside the BIT network.

3.3. Band width

BIT warrants the availability of the band width or capacity purchased by the client.

3.4. Data delivery

3.4.1. IPv4 & IPv6

BIT offers connections with IPv4 as well as IPv6 connectivity. This SLA applies to both protocols.

3.4.2. Packet loss

Connections are provided without end-to-end packet loss within the BIT network. Any cases of packet loss outside the BIT network are outside the scope of this SLA. Wherever possible, BIT will configure alternative routes to avoid packet loss outside the BIT network.

3.4.3. Latency

BIT carefully selects its routes on and to the internet. Configurative decisions about routes will be based on reliability and velocity of the route rather than on cost.

4. Incidents

Incidents are classified into three categories by BIT:

Priority	Description
1	The service is fully unavailable. • No connection to the internet is available.
2	The service is available but degraded. • For redundant configured uplinks: only one uplink is available. • The agreed upon capacity or bandwith is not fully available.
3	Incidents that barely cause the client any hindrance.

5. Non-performance penalties

In the event of non-observance with the defined availability, the client is entitled to compensation according to the following table:

Priority	Time the service was unavailable for single uplinks	Time the service was unavailable for redundant uplinks	Non-performance penalty
1	43 minutes, 10 seconds and more (99.9% availability)	4 minutes, 19 seconds and more (99.99% availability)	25% of the monthly sum
1 & 2	8 hours and more	8 hours and more	50% of the monthly sum
1 & 2	24 hours and more	24 hours and more	100% of the monthly sum

The non-performance penalty is limited to 100% of the monthly sum of the service in question. The non-performance penalty is limited to one penalty for a single incident case, even if the incident spreads over two calendar months or more. The penalty will only be rewarded upon customers request.

For single uplinks, the monthly amount that serves as the calculation basis for the non-performance penalty is the sum of the uplink costs and the cost of the band width purchased. For redundant uplinks, the non-performance penalty calculation remains restricted to the cost of the uplink(s) where failure occurs.
For redundant uplinks, this calculation is extended with the cost of the band width purchased only if the failure occurs on all uplinks that are mutually redundant.