



Enterprise Cloud Flex Service Level Agreement

Version 1.0



NTT America

NTT America Enterprise Cloud Flex Service Level Agreement

As part of the NTT America, Inc. ("NTTA") Terms of Services Agreement that governs Customer's purchase of services from NTTA, NTTA will meet the Service Level Agreements ("SLA") set forth below.

1. Service Guarantees

100% Network Uptime Guarantee

NTTA's Enterprise Cloud Flex Availability Service Level Agreement offers a 100% uptime guarantee related to the Data Center Facilities, Network Infrastructure, Customer Portal and the Cloud Resources within the Customer's Enterprise Cloud Flex solution, as outlined in Section 2, that are deployed in NTTA data centers in the United States. In the event that NTTA does not meet this commitment, you will be eligible to receive a service credit as defined in Sections 4 and 5.

Support Response Time Guarantee

NTTA guarantees its support personnel shall review and update any Ticket submitted and received (which shall mean a Ticket which has been officially acknowledged by NTTA) within 60 minutes for any Severity 1 Ticket. Severity 1 Tickets are considered any Ticket where a Customer web site or device is completely unable to provide service(s) critical to the customer's business. NTTA may reclassify, at its sole discretion, any Ticket misclassified as a Severity 1 Ticket, and such Ticket will not qualify for the same level of treatment.

2. Definitions:

- (a.) **Data Center Facilities** refers to the power and/or cooling supporting the Enterprise Cloud Flex solution.
- (b.) **Network Infrastructure** refers to the shared network infrastructure; routing devices, switching devices, cabling and telecommunications equipment from the gateway of the Customer's network, terminating at the Data Center core routers, i.e. one hop behind the first Point of Presence (POP) support the Enterprise Cloud Flex solution.
- (c.) **Customer Portal** refers to the NTTA Customer portal supporting the Enterprise Cloud Flex solution.
- (d.) **Cloud Resource** refers to the underlying resources of the Enterprise Cloud Flex solution, specifically CPU, RAM, Storage, Switches. NTTA does not guarantee the availability of the specific VM instances and are considered out of scope of this SLA. Any defined burst resources are also covered under this SLA and considered part of the Cloud Resource if the customer has committed to an Enterprise Cloud Flex solution which leverages dedicated resources. Burst resources are not guaranteed as part of this SLA for customers in a multi-tenant Enterprise Cloud Flex environment.
- (e.) **Unavailable** means that the Enterprise Cloud Flex Services are inaccessible by you for a fifteen minute (period) where the customer notifies NTTA of the outage or if NTTA receives an outage notification via its monitoring system.

- (f.) **Eligible Credit Period** is a single month and refers to the period of time that the Enterprise Cloud Flex solution was Unavailable.
- (g.) **Service Credit** is a monetary amount in US dollars , calculated as set forth herein, that we may credit back to customer. Credits are exclusive of any applicable taxes charged to customer or collected by NTT America and are customer's sole and exclusive remedy with respect to SLA violation. Credits are not refundable and can be used only towards future billing charges.
- (h.) **Severity 1 Tickets** are considered any Ticket where a Customer web site or device is completely unable to provide service(s) critical to the customer's business.

3. Monitoring and Measurement

NTTA will monitor all Cloud Resources via ICMP (PING) between NTTA's Monitoring System and the Customer's infrastructure Cloud Resources.

The Enterprise Cloud Flex solution would be considered Unavailable if ICMP (PING) were not available for fifteen (15) minutes or more for any of the covered items for reasons outside of the listed exceptions. Please note that NTTA reserves the right in all cases to determine the root cause of the Unavailability and make the final determination as to whether the Unavailability falls inside or outside of the below Service Level Agreement exceptions.

The solution is determined to be Unavailable when the above monitoring methods begin logging failures. The Eligible Credit Period will be determined to have begun based on historical logging of the monitoring system. The Eligible Credit Period time will be determined to have ended based upon the same procedure.

4. Exceptions

Customers shall not receive any credits under this SLA in connection with any failure of NTT America's operations group to resolve a Covered Problem caused by or associated with:

- A. Circumstances beyond NTTA's reasonable control, including, without limitation: acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike, or other labor disturbance; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third-party services; failure of third-party software; or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;
- B. Customer's acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation: any alteration of the configuration of the environment being used by Customer that causes the Customer's cloud platform to fail; any negligence or willful misconduct; any attempts to directly or indirectly block NTT America from monitoring customer's cloud platform or from accessing customer's cloud platform for monitoring or troubleshooting purposes;
- C. Any downtime during scheduled or emergency maintenances. Support will notify customers of any scheduled maintenances to be performed.

5. Credit Request and Payment Procedures

NTTA will issue a Service Credit for every unique fifteen (15) minute period that the Enterprise Cloud Flex solution was Unavailable in an amount equal to one day's worth of the total monthly recurring charge for the Cloud Resources that make up the affected Enterprise Cloud Flex solution paid by Customer during a calendar month, based on a thirty (30) day month, up to a maximum amount equal to one hundred percent (100%) of the MRC for those services. Excluded from this credit are any additional services which may or may not have their own product specific SLA including data backup, security, etc. This SLA applies only to US data centers.

In order to receive a credit under this SLA, Customer must first open a trouble ticket to report and request resolution to the incident. Customer may then make a credit request by submitting a billing ticket via the NTT America, Inc. Customer Portal located at: us.portal.ntt.net. The credit request must include trouble ticket number(s) related to the credit request. Each credit request in connection with this SLA must be received by NTTA within 48 hours of the support failure referenced in Section 1 above and must include the Customer's customer number (per NTTA's invoice), Customer's name as listed on NTTA's invoice, the date and approximate time of the support failure, and the server identification code(s) of the affected server(s). Incomplete credit requests will be returned by NTTA.