



IntelliSecurity Services Service Level Agreement

Version 2.1
October 2016



This Service Level Agreement ("SLA") applies to Customers of NTT America Inc.'s ("NTT America") IntelliSecurity managed security services ("IntelliSecurity Services" or "IS Services"). NTT America reserves the right to amend this SLA from time to time. Amendments shall be effective upon posting of the revised policy by NTT America.

This SLA provides Customer with certain rights and remedies regarding the performance by NTT America of the IS Services utilizing the NTT America Network. The "NTT America Network" means the NTT America-owned and operated Internet Protocol (IP) routing infrastructure consisting solely of NTT America measurement devices at selected NTT America points of presence and the connections between them in the forty-eight continental United States. The amount of credit available per month is subject to a cap as described in Section 6 below.

1. NTT America Security Operations Center (the "SOC") and IntelliSecurity Services Security Portal Availability Guarantee

NTT America's goal is to make the SOC and IS Services Security Portal available to Customer free of outages ("Outages", as defined below) 99.93% of the time. An "Outage" is an instance in which connectivity to the SOC and/or the IS Services Security Portal is interrupted, but does not include interruptions arising as a result of the exceptions listed in Section 5 below.

Subject to Sections 5 and 6 below, NTT America will issue a credit to Customer for Outages occurring during any calendar month, provided such Outages: (i) in the aggregate, exceed ninety (90) minutes, (ii) are reported by Customer to NTT America, and (iii) either (A) are confirmed in the Customer's monthly IS Services reports as provided on Customer's IS Services Security Portal, or (B) in the event that NTT America's measurement equipment is inoperable or faulty, can be reasonably demonstrated by Customer, using industry standard measurement tools, to have occurred. Such credit will be equal to one day's worth [based on a thirty (30)-day month] of the recurring monthly fees paid by Customer for the affected IS Services if the aggregate Outages exceed 90 minutes, and one additional day's IS Services service fee credit for each additional cumulative twenty-four (24) hours of unavailability within the same calendar month.

2. Notification of Firewall Down

NTT America's goal is to notify Customers if a firewall goes down within fifteen (15) minutes of the time that NTT America determines that it is unable to manage or monitor Customer's firewall. Notification will be implemented for all Customers via a posting on the IS Services Security Portal. If NTT America fails to notify Customer of a down firewall within fifteen (15) minutes of NTT America determining that it is unable to manage or monitor Customer's firewall, then subject to Sections 5 and 6 below, NTT America will issue a credit to Customer equal to one day's worth [based on a thirty (30)-day month] of the recurring monthly fees paid by Customer for the affected IS Services.

3. Security Policy Changes

NTT America's goal is to begin implementation of standard policy changes within one (1) hour of validation of the policy change by NTT America personnel ("NTT America Validation"), and to complete implementation of standard policy changes within twenty-four (24) hours of NTT America Validation. "Standard policy changes" are Simple Changes and/or Complex Changes

that are not Emergency Changes, as those terms are described in Section 4.2 of NTTA's Firewall Protection Service Description as amended from time to time, available from NTTA on request.

NTT America's goal is to begin implementation of Emergency Changes (as defined in Section 4.2 of the Firewall Protection Service Description) within one (1) hour of NTT America Validation, and to complete implementation of Emergency Changes within twelve (12) hours of NTT America Validation.

If NTT America fails to implement a standard policy change within twenty-four (24) hours of NTT America Validation, or an Emergency Changes within twelve (12) hours of NTT America Validation, then subject to Sections 5 and 6 below, for each such occurrence after the first such occurrence, NTT America will issue a credit to Customer equal to one day's worth [based on a thirty (30)-day month] of the recurring monthly fees paid for the affected IS Services.

This Section 3 does not apply to IS Services Customers purchasing only the monitoring component of IS Services.

4. Hardware Replacement

In the event of a failure affecting IS Services Hardware provided by NTT America to Customer at a NTT America data center, NTT America's goal is to replace such defective Hardware within twenty-four (24) hours of NTT America determining that replacement is necessary.

In the event of a failure affecting IS Services Hardware provided by NTT America to Customer at Customer's premises, NTT America's goal is to ship replacement hardware within one (1) business day of NTT America determining that Hardware replacement is necessary. Customer must replace Hardware shipped to Customer's premises. NTT America's goal is to complete the download configuration of, and to test, such replacement Hardware within six (6) hours of notice from Customer that the replacement Hardware is installed at Customer's premises.

If NTT America fails to (i) replace such defective Hardware in a NTT America data center within twenty-four (24) hours of NTT America determining that Hardware replacement is necessary, or (ii) ship replacement Hardware to a Customer's premises within one (1) business day of NTT America determining that Hardware replacement is necessary, then, in each case and subject to Sections 5 and 6 below, NTT America will issue a credit to Customer equal to one day's worth [based on a thirty (30)-day month] of the recurring monthly fees paid for the affected IS Services.

This Section 4 does not apply to IS Services Customers purchasing only the monitoring component of IS Services.

5. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the IS Services or the NTT America Network or a failure to meet an SLA that is caused by or associated with any of the following:

- circumstances beyond NTT America'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;
- failure of access circuits to the NTT America Network, unless such failure is caused solely by NTT America;

- failure of Customer's Internet access service, unless such service is provided by NTT America and failure is caused solely by NTT America;
- general third-party telco failure;
- failure of Customer Provided Equipment used in connection with the IS Services;
- scheduled and emergency maintenance;
- DNS issues outside the direct control of NTT America; or
- Customer's failure to maintain Equipment provided to Customer or Customer Provided Equipment used by Customer to receive the IS Services, Customer's failure to install and maintain operational an analog line for out-of-band access (where Customer is receiving Dedicated Access IS Services), and other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of the NTT America Network or NTT America services in breach of NTT America's Terms and Conditions and Acceptable Use Policy.

6. Credit Request and Payment Procedures

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 Enterprise Hosting Customer Portal located at: us.portal.ntt.net. The credit request must include trouble ticket number(s) related to the credit request. Each request for credit in any calendar month must be received by NTT America within seven (7) days of the occurrence giving rise to the credit claim or—in the case of SLAs computed on a monthly basis—on receipt by Customer of the monthly IS Services Report. Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with SOC and IS Services Security Portal Availability, Notification of Firewall Down, Policy Changes, and Hardware Replacement in any calendar month will not exceed, in the aggregate, the total monthly invoice for fees payable by Customer for IS Services for such month.

Each valid credit will be applied to a Customer invoice within two (2) billing cycles after NTT America's receipt of such request. Credits are exclusive of any applicable taxes charged to Customer or collected by NTT America.

7. General

Except as set forth in this SLA, NTT America makes no claims regarding the availability or performance of the NTT America Network or the IntelliSecurity Services.