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NTT America, Inc. (NTT America) Cloud Service Level Agreement (SLA)

As part of the NTT America Terms of Services Agreement that governs Customer's purchase of services from NTT America, NTT America will meet the service level agreements set forth below.

1. Service Guarantees

Network Uptime Availability Standard

For all Geographic regions other than Africa, NTT America guarantees 100% availability of the NTT America Cloud Network. For the Africa Geographic Region, NTT America guarantees 99.5% availability of the NTT America Cloud Network. The NTT America Cloud Network is comprised of the border routers, firewalls, load balancers, and switches. For purposes of this SLA, the uptime guarantee does not include the dedicated Customer systems or Operating System layer. The NTT America Cloud Network will be deemed 'available' if the networking components are available and responding to NTT America monitoring tools as designed and in a non-degraded manner (as evidenced in the NTT America monitoring tool).

Server Uptime Guarantee

For Cloud Servers deployed in Geographic regions other than Africa, NTT America guarantees 100% availability of individual servers within the NTT America Cloud environment. For Cloud Servers deployed in the Africa Geographic regions, NTT America guarantees 99.5% availability of individual Cloud Servers within the NTT America Cloud environment. For purposes of this SLA, only failures due to hardware and hypervisor layers delivering individual servers are covered. The individual server will be deemed 'available' if the virtualization hardware and hypervisor layers delivering individual servers are available and responding to NTT America monitoring tools as designed and in a non-degraded manner (as evidenced in the NTT America monitoring tool).

Support Response Time Guarantee

NTT America guarantee's NTT America Support personnel shall review and update any Case submitted via the NTT America Community within 60 minutes for EMERGENCY Cases and within 150 minutes for all other cases. EMERGENCY Cases are considered any Case where a server is down and unavailable. NTT America may reclassify, at its sole discretion, any Case misclassified as an Emergency Case, and such Case will not qualify for EMERGENCY treatment. Resolution and repair times vary, and therefore not covered under this SLA.

<1 ms Latency Guarantee

NTT America guarantee's a latency of less than 1 ms for the transfer of data packets from one server to another within the NTT America Cloud environment and within the same network (VLAN). Latency measurements are based on NTT America standard monitoring systems. Latency between separate networks (VLAN's) are not covered under this SLA.

In the event of a failure to meet the Network Uptime Standard or Server Uptime Guarantee, the duration of such failure period will be considered downtime. In the event of failure to meet the Support Response Time Guarantee, the duration of time beyond the allotted response time shall be considered response delay. In the event of failure to meet the Latency Guarantee, the duration of time with latency equal to or exceeding 1 ms shall be considered latency degradation. The Customer will accrue Service Credits based on the following metrics.

Geographic Regions other than Africa Credits are based on the following Metrics

Monthly Cumulative Response Delay (listed in minutes)	Monthly Cumulative Latency Degradation (listed in minutes)	Monthly Cumulative Downtime (listed in minutes)	Service Credits (% of monthly fee)
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1 – 30	1 - 60	1 - 60	5%
31 – 120	61 – 120	61 – 120	10%
121 – 180	121 – 180	121 – 180	15%
181 – 240	181 – 240	181 – 240	20%
241 – 300	241 – 300	241 – 300	30%
301 – 360	301 – 360	301 – 360	40%
361 – 420	361 – 420	361 – 420	50%
421 – 480	421 – 480	421 – 480	60%
481 – 540	481 – 540	481 – 540	70%
541 – 600	541 – 600	541 – 600	80%
601 – 660	601 – 660	601 – 660	90%
660+	660+	660+	100%

Africa Geographic Region Credits are based on the following Metrics:

Monthly Cumulative Response Delay (listed in minutes)	Monthly Cumulative Latency Degradation (listed in minutes)	Monthly Cumulative Downtime (listed in minutes)	Service Credits (% of monthly fee)
0	0	0 - 20	0%
1 – 30	1 - 60	21-80	5%
31 – 120	61 – 120	81-140	10%
121 – 180	121 – 180	141-200	15%
181 – 240	181 – 240	201-260	20%
241 – 300	241 – 300	261-320	30%
301 – 360	301 – 360	321-380	40%
361 – 420	361 – 420	381-440	50%
421 – 480	421 – 480	441-500	60%
481 – 540	481 – 540	501-560	70%
541 – 600	541 – 600	561-620	80%
601 – 660	601 – 660	621-680	90%
660+	660+	681+	100%

If the Customer is on a Service plan (i.e. Silver, Gold or Platinum plan) in the month of the outage, the Service Credit percentage will apply to the Cloud service plan's monthly fee, and will not include any overages. If the Customer is on a Cloud Pay-As-You-Go plan and actively using the system during the downtime, the Service Credit percentage will apply to the previous month's invoiced amount. At no time will the Service Credit percentage exceed 100% of the NTT America Cloud product monthly fee.

NTT America will issue the Customer a credit which will be applied to the invoice in the month following the applicable event.

2. Definitions

- *Scheduled Maintenance Window:* Unless categorized as an emergency maintenance window, NTT America follows a weekly maintenance schedule to be announced by NTT America Operations.
- *Scheduled Downtime:* Scheduled time to perform routine, non-emergency or emergency maintenance on Hardware, Software or related equipment.

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- *Downtime*: Time that the system is not available which is not Scheduled Downtime or Scheduled Maintenance Window.
- *Latency*: Amount of time it takes for a packet of data to travel from one point to another.

3. 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 Customer Portal web site (<https://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 NTT America within thirty (30) days of the support failure referenced in Section 1 above and must include the Customer's Customer number (per NTT America's invoice), Customer's name as listed on NTT America's invoice, and the date and approximate time of the failure. Incomplete credit requests will be returned by NTT America.

Service credits are accumulated monthly with all SLA metrics being reset at the beginning of each calendar month.

NTT America monitoring/ticketing systems shall be the information source of record for the calculation of credits under this SLA.

4. SLA Exceptions

The following items or situations are exempt from NTT America's guarantee of 100% availability:

- Unavailability of Customer's Cloud System during scheduled maintenance window, emergency maintenance or any other agreed-to scheduled downtime activity.
- In the event of downtime which qualifies for Monthly Cumulative Downtime credits, a customer will not be eligible for any service credits associated with Latency Degradation during such downtime.
- Downtime that resulted from modifications or changes of the operating system, database, application code or other customer code, not provided by NTT America.
- Unavailability due to Customer Internet Connectivity, Data Center, or Actions. Downtime that resulted from errors or malfunctions initiated by a Private Cloud Customer's data center, network and/or actions initiated by Private cloud Customer personnel are exempt from the SLA commitment
- Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by NTT America, provided that NTT America makes every reasonable effort to maintain current versions of software patches.
- Events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of NTT America's own employees), government act, or failure of the Internet.

Customer must be current on all outstanding invoices (as defined in the NTT America Terms of Service) to be eligible for the credits referenced in this SLA. No credits will be extended if Customer is delinquent in its payment of outstanding invoices.