



Cloud Recovery Service Level Agreement

Version 1.0



NTT America

NTT America Cloud Recovery Service Level Agreement

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

1. Service Guarantee

NTTA's commitment is to achieve 99.97% Availability for the Cloud Recovery Service (service level applicable for Cloud Recovery during a failover and failback period).

Service Level Agreement Remedy:

Subject to Section 3 below, if the NTTA Availability for the Cloud Recovery Service during a failover requested period is less than 99.97% over the course of one (1) complete calendar month during necessary failover periods NTTA will issue a credit to Customer's account in accordance with the following paragraph. *This excludes the time required to switch over the services and network during a failover request and Scheduled Maintenance.* The credit will be calculated on the basis of the monthly service charge for the affected Services.

For each cumulative hour of Network or Server Unavailability, based on the aggregate time of Network or Server Unavailability in the calendar month rounding up to the nearest whole hour, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the NTTA Monthly Charge for the Cloud Recovery Service with respect to which a Service Level has not been met, to a maximum of one month credit during any calendar month.

2. Definitions

"**Availability**" means the percentage of a particular month (based on 24-hour days in the subject month) that the Services are available exclusive of the time required to switch over the Service and network during a failover request and the Scheduled Maintenance as defined in Section 3 below.

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the NTTA Cloud Recovery Service caused by or associated with any of the following:

- A. Reasons of Force Majeure, which will include but are not limited to acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, interruption or delay in telecommunications or third party services, virus attacks or hackers, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- B. Accident, abuse, misapplication or unauthorized modification of the Service;
- C. Company or Customer's acts or omissions (or acts or omissions of others engaged or authorized by Company or Customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Service in breach of NTTA's End User Services Agreement;
- D. Out of date, inaccurate or incomplete Readiness Assessment of, or information related to, Customer's network;

- E. Changes to the Customer technology environment which have not been updated in the Readiness Assessment document on the NTTA Management Portal;
- F. any Customer circuits, applications, or equipment;
- G. Failures resulting from absence of an update, patch, configuration change, maintenance change, or repair recommended by NTTA but rejected or delayed by Customer for any reason;
- H. Outages elsewhere on the Internet that hinder access to the Service. NTTA will guarantee only those areas considered under the control of NTTA: NTTA server connections to the Internet, NTTA's routers, and NTTA's hosted servers.
- I. Maintenance windows scheduled during the following days and times which are in place to provide required services such as: maintenance patches, software updates, required reboots and software and system modifications ("**Scheduled Maintenance**"). All Scheduled Maintenance falls outside of the documented SLA guarantee and are scheduled for the following:

Wednesday's 1:00 am – 4:00 am EST Sunday's 1:00 am – 4:00 am EST

Emergency maintenance may be required to correct or prevent a threatened interruption to Service. Every effort will be made to schedule Emergency maintenance during a maintenance window so as to cause the least amount of impact to Customer.
- J. Interruption or delay in third-party services, virus attacks or hackers, or failure of third-party software;
- K. The breach of the agreement of the Service Schedule by Customer.

4. 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 service level failure referenced in Section 1 above and must include the Customer's Account 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.