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Storage Area Network (SAN) Service Level Agreement

Version 1.0

NTT Communications | NTT America

NTT America, Inc. ("NTTA") SAN Service Level Agreement

NTTA's Storage Area Network (SAN) Availability Service Level Agreement (SLA) offers a 99.5% uptime guarantee of the NTTA SAN infrastructure. For Colocation customers or other customers that provide their own Host Bus Adapter (HBA), NTTA offers a 99% uptime guarantee of the NTTA SAN infrastructure. As used herein, "Availability" means the ability of Customer to access, based on the line of demarcation defined as the customer's Host Bus Adapter (HBA), each allocated LUN containing the Customer's data and information stored on the NTTA SAN infrastructure.   A Service Outage is defined as an uplanned or unscheduled "disruption in Service" that lasts five (5) consecutive minutes or more where the Customer notifies NTTA of the outage or if NTTA receives an outage notification via its monitoring system.

Monitoring and Measurement

NTTA will monitor each component that makes up the NTTA SAN infrastructure including but not limited to the switches and storage via such monitoring tools as ICMP(PING), snmp-based monitoring, MOM etc., between NTTA's Monitoring System and the Customer solution.

A disruption in Service would be considered to be the case if any of the above SAN infrastructure components were not available for five (5) consecutive minutes or more for reasons outside of the listed exceptions. Please note that NTTA reserves the right in all cases to determine the root cause of an outage and make the final determination as to whether the outage falls inside or outside of the below Service Level Agreement exceptions.

Any Service Outage less than five (5) consecutive minutes will not be counted toward the aggregate total downtime for any given month. The solution is determined to be unavailable when the above monitoring methods begin logging failures. The Service Outage time will be determined to have begun based on historical logging of the monitoring system. The Service Outage time will be determined to have ended based upon the same procedure.

Exceptions

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

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.

Any downtime during scheduled maintenances will not count towards the aggregate total downtime for that month.

Credit Request and Payment Procedures

NTTA will issue a credit when the cumulative Service Outage exceeds three (3) hours and thirty-six (36) minutes of downtime (equivalent to 99.5%) in a calendar month for those customers that have NTTA managed HBAs. For those customers that own their HBA, NTTA will issue a credit when the cumulative Service Outage exceeds seven (7) hours and twelve (12) minutes of downtime (equivalent to 99%) in a calendar month. The credit amount will be equal to one day's worth of the total Monthly Recurring Charge (MRC) for those components that make up the SAN solution paid by Customer during a calendar month, based on a thirty (30) day month. Excluded from this credit are any additional services including server hardware, HBA(s), data backup, security, etc.

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 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 account 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 SAN identification code or the server identification code(s) of the affected server(s) if applicable. Incomplete credit requests will be returned by NTTA.