

Enterprise Cloud Service Level Agreement

NTT America, Inc.

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Enterprise Cloud Service Level Agreement

1. Purpose

1.1 This Service Level Agreement ("SLA") describes the Service Levels to be provided by NTTA to Customer regarding the Services, and the Service Credits to which Customer will be entitled if NTTA does not meet those Service Levels. NTTA reserves the right to alter or revise the terms of this SLA.

2. Definitions

2.1 In this SLA, a reference to:

"Availability Rate" is defined as follows:-

- Availability Rate (%) = ((Monthly Total Time minus Monthly Downtime)) / Monthly Total time) x100
- "Monthly Total Time" means 720 hours per calendar month, irrespective of the number of days in any calendar month.
- "Monthly Downtime" means the Unavailable time of the Service in a month excluding the downtime of the Service subject to Section 3.4.

"Emergency Maintenance" means any maintenance or repair works which NTTA needs to carry out on any network or equipment used to provide the Service (in which case NTTA will use its reasonable endeavours to give prior notice to Customer).

"End User" means any person or entity that uses the Services through Customer, or accesses the Services provided to Customer.

"Maintenance" means Scheduled Maintenance and Emergency Maintenance.

"Scheduled Maintenance" means the maintenance performed (i) no more than once in a calendar month between the hours of 01:00 – 04:00 am, local time of the relevant Data Center; or (ii) when NTTA notifies Customer at least fourteen (14) Business Days in advance, unless agreed otherwise in writing by the Parties.

"Service(s)" means Enterprise Cloud Services which is an enterprise grade infrastructure as a service provided by NTTA via the Internet to Customer. The platform is orchestrated via software, and is comprised of servers, storage and network elements coupled with virtualization technology and operating system software.

“Service Charges” mean variable usage charges and fixed monthly charges for Service Menus described in Section 3.1.3.

“Service Credits” mean the percentage reimbursement which NTTA will provide to Customer in the event NTTA fails to meet the Availability Rate.

“Service Level(s)” means those service level(s) of the Service set forth in Section 3.1.

“Solution Monitors” means the monitoring hardware and software used by NTTA to monitor and measure the provision of Services.

“Unavailable” and **“Unavailability”** mean a failure of the Service identified by one or more Solution Monitors.

3. SLA: Infrastructure and Network Availability

3.1 Service Level

3.1.1 NTTA will make commercially reasonable efforts to make the Services available with an uptime percentage of at least 99.99% during each calendar month. Customer will be entitled to a Service Credit if the Availability Rate in any one month falls below 99.99% as described in Section 3.3.

3.1.2 A Service will be deemed 'available' if the Service Menu is available and if that applicable Service Menu is identified working by the Solution Monitors.

3.1.3 Service Levels applies to the Service Menus in the following table:

Menu		Category	Class	Exclusions
Compute	Compute Resource (Shared Device)	Compute (CPU/Memory)	Guaranteed	
			Premium	
			Standard	
		Storage	Premium	
	Standard			
	Compute Resource (Dedicated Device)	Server	Large	
			Medium	
			Small	
		Server (Generation2)	Large	
			Medium	
Small				
Storage	Premium+			
	Premium			
Network	Internet Connectivity	Best Effort		Any Unavailability due to failure of the Internet which is not provided by NTTA will be excluded from Monthly Downtime.
		Guaranteed		
	VPN Connectivity	Best Effort		
		Guaranteed		
	Server Segment			
	Interconnectivity	Service Interconnectivity		
		Colocation Interconnectivity		
	vFirewall			
	vLoad Balancer			
	Integrated Network Appliance	Compact		
		Compact (Redundant)		
		Large		
Large (Redundant)				
External Storage	Global Storage File	Primary Storage		Any Unavailability which does not result from a NTTA Equipment will be excluded from Monthly Downtime.
		Secondary Storage		
	Block Storage	Storage	Premium++	

3.2 Service Level measurements

3.2.1 Available time and Unavailable time will be counted by measurements designated by NTTA.

3.2.2 The duration of Unavailability shall commence at the time the Unavailability is recorded and terminates when Solution Monitors records the Service being restored.

3.3 Service Credits

3.3.1 Service Level will not be applied when any Service Charge is overdue. If NTTA fails to meet the Availability Rate, Customer will be entitled to a Service Credit subject to this Section 3.3.

3.3.2 In the event Customer is entitled to a Service Credit, Customer shall submit a claim in Exhibit A (Service Credit Request Form) by email to NTTA within thirty (30) calendar days following the date the Unavailability happened. Customer must specify which Service Level was not met by means of NTTA's instruction. If NTTA did not receive a Service Credit request within thirty (30) calendar days following the date Unavailability happened, Customer shall not be entitled to the Service Credit for the applicable Unavailability.

3.3.3 NTTA will respond to Customer on the Unavailability upon receipt of the Service Credit request. If NTTA confirms the Service Level specified in the Service Credit request is not met, the Service Credit will be issued to Customer after 2 months later of the month NTTA confirmed the Unavailability.

3.3.4 NTTA shall calculate the Service Credit for each Data Center.

3.3.5 The amount of reimbursement will be the total Service Charges for each Data Center multiplied by the following Service Credit. Notwithstanding the foregoing, in no case the Service Credit will exceed 100% of the monthly invoice for each Data Center.

Monthly Downtime	Availability Rate	Service Credit
≤4Min19Sec	100% to ≥99.99%	0%
4Min19Sec< to ≤86Min24Sec	99.99%> to ≥99.80%	1%
86Min24Sec< to ≤432Min	99.80%> to ≥99.00%	3%
432 Min< to ≤864Min	99.00%> to ≥98.00%	10%
>864Min	<98.00%	100%

3.4 Exclusions

3.4.1 Notwithstanding anything to the contrary in this SLA or any agreement between Customer and NTTA, the following provisions will apply:

Customer shall not be entitled to any Service Credits under this SLA for any Unavailability due to:

- (a) a Force Majeure event, which means any cause beyond NTTA's control including but not limited to, any act of God, earthquake, explosion, flood, fire, power failure, blackout, severe weather, or other catastrophe; any embargo, insurrection, national emergency, terrorist act, or war; any Law or any order, direction, or request of any federal, state, local, foreign, or other government or of any civil or military authority; or unavailability of necessary equipment, supplies, services, labor, or facilities;
- (b) any act, misconduct or omission of Customer or End User;
- (c) any default of third parties;
- (d) Scheduled Maintenance;
- (e) any failure of Customer or End User equipment;
- (f) any failure to comply with Acceptable Use Policy;
- (g) Customer's failure to follow NTTA's instructions;
- (h) unauthorized changes to NTTA Equipment due to an act, misconduct or omission of Customer or End User; or
- (i) exclusions described in Section 3.1.3

3.4.2 Notwithstanding anything to the contrary in this SLA or any agreement entered into between Customer and NTTA, the following will be excluded from the Monthly Downtime:

- (a) any Unavailability due to Maintenance announced in advance by NTTA (including Emergency Maintenance);
- (b) if the automatic switchover of a redundant device worked; or
- (c) a failure to provide Customer Portal, including those provided by NTTA under the Customer Portal Service Agreement, which had no impact on the Service.

Exhibit A

Service Credit Request Form

Customer hereby requests credit for the Unavailability in accordance with the Enterprise Cloud Service Level Agreement as follows.

1. Customer's Information

Application date	
Company name	
Registrant Name	
Name of the person completing the sheet	
Contract number	
Name of Affected Data Center	
Email address	
Telephone number	

2. Please fill in the following table.

Affected Menu	Quantity	Time and date of Unavailability	Time and date of restoration	Total time of Monthly Downtime

3. Required documents

If available, please attach to this request form any information materials to confirm the fact of failure.

4. After completing the above Customer information, please attach the necessary documents and send to the email address below.

NTT Communications Enterprises Cloud /Refund Reception: Please contact your sales representative and carbon copy ecorders@ntta.com.