

# Colocation Equipment Usage and Maintenance Service Level Agreement (SLA)

NTT America, Inc. ("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.

## Hardware Support Service Level Agreement

NTT America's goal is to replace/repair Covered Hardware Problems within 90 minutes from the NTT America Notice Time as requested by Customer. Customer will be responsible for making HW replacement determination.

Subject to the SLA Exceptions listed below, upon Customer's request, NTT America will issue a Full Day's Credit to Customer if NTT America does not replace/repair Customer's Covered Hardware Problems within 90 minutes from the NTT America Notice Time **provided, however**, the total credit amount available to Customer in a particular month under this SLA shall be limited to the lesser of Customer's Base Fee for the affected Covered Hardware for such month or \$1,000.

For purposes of this Equipment Usage and Maintenance SLA, the following terms have the meanings set forth below:

**"Base Fee"** means the base monthly fee paid by Customer for using the hardware being provided to it by NTT America. The Base Fee does not include any other fees that might be charged to Customer, including, without limitation: setup fees; Colocation charges relating to space, bandwidth usage, power usage, IP addresses; or equipment not covered by this agreement; or managed services to which Customer subscribes in connection with its Colocation.

**"Covered Hardware Problem"** means repair or replacement of one or more of the following with respect to Covered Hardware: (i) network cards, (ii) Storage Controller Cards (iii) hard drives, (iv) central processing units (CPUs), (v) fans that cause a CPU to fail, (vi) memory, (vii) motherboards, (viii) power supplies, (ix) floppy drives, (x) SCSI controllers for external drives, (xi) modems, or other hardware devices.

**"Full Day's Credit"** means a credit equal to one (1) day's worth of the Base Fee, calculated on the basis of a thirty (30)-day month.

**"NTT America Notice Time"** means the time that Customer informs NTT America support that hardware replacement/repair is needed.

**SLA Exceptions**

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

1. 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; or
2. Customer's acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation: any alteration of the configuration of the server being used by Customer that causes the Customer's server platform to fail; any negligence or willful misconduct; any attempts to directly or indirectly block NTT America from accessing customer's colocation space.

**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 48 hours 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, the date and approximate time of the support failure, and the server identification code(s) of the affected server(s). Incomplete credit requests will be returned by NTT America.