



Hosted Exchange Service Level Agreement

Version 2.0



1. Service Definition

The NTT Communications Hosted Exchange Service Level Agreement (“SLA”) applies to you (“Customer”) if you have ordered NTT Communications Hosted Exchange (“Hosted Exchange”) from NTT America, Inc. (“NTT America”). This SLA is governed by NTT America’s Stand-Alone Services Agreement and includes NTT America’s Acceptable Use Policy and Privacy Policy. NTT America provides Hosted Exchange for email, calendaring, task management, and file sharing, created using Microsoft® Exchange Server software and proprietary technology. This service is provided as a network-based service and is billed on a monthly subscription basis. NTT America provides all server and software maintenance, including 24x7 monitoring, 99.9% uptime guarantees, testing and deployment of software patches, bug fixes, service packs, and same-version upgrades.

Each organization will receive its initial allotment of private storage capacity per mailbox. Warnings are automatically sent via email once per day if a user is at or near the limit granted by the system administrator for such user’s personal mailbox. Should a user exceed his limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by Customer’s system administrator. All Customer data is backed up to a separate storage device. NTT America performs full tape backups on a weekly basis. Backups are performed for disaster recovery purposes only. NTT America is not responsible for data loss resulting from the failure or loss of the data storage or backup media.

2. Definitions

A. *Scheduled Maintenance*

Scheduled Maintenance activities will only be scheduled between 4:00 a.m. and 7:00 a.m. Eastern Standard Time (EST) Saturday and Sunday, for the implementation of patches, upgrades, and fixes. Please note, however, that Emergency Maintenance may be conducted at any time that NTT America deems the scope of the maintenance urgent enough to warrant immediate action.

Notification: When Scheduled Maintenance is expected to cause a service outage, NTT America will provide Customer notification 72 hours in advance of the scheduled maintenance time.

B. *Emergency Maintenance*

Critical patches, upgrades, and fixes are defined as: (1) security patches from Microsoft (or other vendors) that are recommended by such vendors to be implemented immediately, or (2) software/hardware modifications that repair or prevent Hosted Exchange service-impairing situations. These emergency procedures will be scheduled at any time. NTT America will make reasonable efforts to provide Customer with advanced notice prior to applying critical patches, updates, or fixes.

C. Force Majeure Events

Events beyond NTT America's reasonable control that cause a delay or failure in the performance of NTT America's obligations under this SLA, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire or other acts of God, labor disturbances, Internet system unavailability, virus attacks, unavailability of or interruption or delay in telecommunications, hackers, or failure of third-party software.

D. Availability SLA

Hosted Exchange, with the ability to send and receive email, shall be available for use by Customer ninety-nine and nine tenths percent (99.9%) of the time as calculated on a monthly basis, 24 hours per day, 365 days per year, excluding Scheduled Maintenance, Emergency Maintenance, and Force Majeure Events.

This SLA does not include the administration provisioning web interface. All efforts will be made to make sure that provisioning is available. In such a case where the users can send and receive email but the provisioning system is unavailable, the SLA is considered met.

Hosted Exchange is monitored from the NTT America core Internet routers. All availability calculations are done using data gathered from this monitoring location. Outages affected by Customer's network and/or the Internet are not included in calculating the SLA and are not considered an NTT America service outage. As long as a user is able to send and receive email using one of the following access methods, the SLA is considered met. The following access is continuously checked for availability:

- SMTP, port 25, send and receive email
- POP3, port 110, receive email
- HTTP, port 80
 - RPC over HTTPS
 - Outlook Web Access

The Service Level metric for availability is 99.9%, measured on a monthly basis, calculated by the following equation:

$$\text{Availability} = \frac{\text{Total Monthly Minutes} - \text{Maintenance Minutes} - \text{Downtime Minutes}}{\text{Total Monthly Minutes} - \text{Maintenance Minutes}} \times 100\%$$

Maintenance minutes include:

- Scheduled Maintenance Minutes
- Emergency Maintenance Minutes
- Force Majeure Event Minutes

3. Credit Calculations

Service Availability	Credit to Hosted Exchange Charge
99.89% to 99.0%	5%
98.99% to 98.0%	8%
97.99% to 97.0%	15%
96.99% to 96.0%	18%
95.99% to 95.0%	25%
94.99% to 94.0%	30%
93.99% or less	35%

4. Chronic Service Failure

In the event the service level uptime falls below 97.0% in any four (4) consecutive months over any twelve (12)-month period, Customer will receive an additional 15% service credit on the Monthly Service Charge and shall have the right to terminate the Agreement without any penalties.

In the event the service level uptime falls below 96.0% in any three (3) consecutive months over any twelve (12)-month period, Customer will receive an additional 25% service credit on the Monthly Service Charge and shall have the right to terminate the Agreement without any penalties.

In the event the service level uptime falls below 94.0% in any two (2) consecutive months over any twelve (12)-month period, Customer will receive an additional 35% service credit on the Monthly Service Charge and shall have the right to terminate the Agreement without any penalties.

5. Credit Request

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 Enterprise Hosting Customer Portal located at: us.portal.ntt.net. The credit request must include trouble ticket number(s) related to the credit request. Each request in connection with Hosted Exchange must be received by NTT America within thirty (30) days of the service impact and must be confirmed by NTT America's measurements of the SLA.

Each valid credit will be applied to an invoice of Customer within two billing cycles after NTT America's receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by NTT America.

Notwithstanding anything in this Hosted Exchange SLA to the contrary, the total amount credited to a Customer in connection with the credit request for any calendar month will not exceed the fee paid by Customer for Hosted Exchange for such month.

6. Support SLA

Support will be tracked by a trouble ticketing system. Each ticket will have a severity level associated with it. Status Responses will be provided to the customer via **web, email, or phone call**, whichever is appropriate. The severity levels are:

- A. Severity 0 – Multiple Solutions Down and Immediate Response
- B. Severity 1 – System Down – 30-Minute Response Time
- C. Severity 2 – System Impacted – 30-Minute Response Time
- D. Severity 3 – Change Request / Non-Critical – 24-Hour Resp