



NTT America

Remote Data Replication Service Level Agreement

Version 1.0

This Service Level Agreement (“SLA”) applies to NTT America, Inc.’s (“NTTA”) Remote Data Replication service set forth in Section 1 below (collectively, the “NTTA Remote Data Replication Service”). Capitalized terms not otherwise defined in this SLA shall have the meanings set forth in the Agreement. Except to the extent otherwise specifically provided herein or in the Agreement, this SLA becomes effective in the first calendar month after the NTTA Remote Data Replication Service has been fully released to the Customer.

This SLA provides Customer with certain rights and remedies regarding the performance by NTTA of the NTTA Remote Data Replication Service. For the purposes of this SLA, any applicable credits would be based on the monthly fee paid by Customer for the storage which is deployed solely for the purposes of replication at both the primary and secondary sites as well as any stand-by servers utilized solely for the purposes of enabling failover as part of the NTTA Remote Data Replication solution. The amount of credit available per month is subject to a cap as described below.

1. NTTA Remote Data Replication Service

A. Replication

- i. NTTA will replicate all data written to the primary storage array which is part of a LUN configured for replication to the secondary storage array. The replicated data will be available 99.99% of the time. NTTA will begin replication of the data in accordance with and subject to the Customer’s Service Order Form.
- ii. Subject to Sections 2, 3 and 4 hereof, for each day in each calendar month during the Term in which NTTA fails to replicate the data in accordance with clause A(i) above and as the Customer’s sole and exclusive remedy for such failure, Customer will receive a credit equal to one day’s worth of the total recurring monthly fees paid by Customer to NTTA for the applicable calendar month for NTTA Remote Data Replication Service.

B. Snapshot Access

- i. The process to present the Snapshot to the remote servers at the secondary data center will start within 1 hour of the Customer contacting NTTA’s CEC requesting that the Snapshot be presented.
- ii. Subject to Sections 2, 3 and 4 hereof, for each day in each calendar month during the Term in which NTTA fails to provide Snapshot access to the replicated data in accordance with clause B(i) above and as the Customer’s sole and exclusive remedy for such failure, Customer will receive a credit equal to one day’s worth of the total recurring monthly fees paid by Customer to NTTA for the applicable calendar month for NTTA Remote Data Replication Service

C. Failover

- i. The failover process of the Customer’s environment at the secondary data center will begin within 1 hour of the Customer notifying the NTTA CEC that they have validated the snapshot.
- ii. Subject to Sections 2, 3 and 4 hereof, for each failover that NTTA fails to successfully initiate within the time periods provided in clause C (i) above, and as the Customer’s sole and exclusive remedy for such failure, Customer will receive a credit equal to one day’s worth of the total recurring monthly fees paid by Customer to NTTA for the applicable calendar month for NTTA Remote Data Replication Service.

2. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure of deficiency of the NTTA Remote Data Replication Service or a failure to meet the SLA that is caused by or associated with any of the following:

- A. Circumstances beyond NTTA'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.
- B. Failure of access circuits to the NTTA Network as defined in clause (i) below, unless such failure is caused solely by NTTA.
- C. Failure of Customer's Internet access service, unless such service is provided by NTTA and failure is caused solely by NTTA.
- D. General third-party telco failure.
- E. Failure of Customer Equipment used in connection with the NTTA Remote Data Replication Service.
- F. Failure of Customer to maintain NTTA SAN specific settings.
- G. For Colocation Customers, failure to maintain current required Version of the software in support of the Service and failure of software due to conflict with other non-compatible software.
- H. For Colocation Customers, failure to maintain NTTA-specified IP and routing settings in support of the Service, and failure of internal network connectivity inside the collocated Customer solution.
- I. DNS issues outside the direct control of NTTA.
- J. Any other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of the NTTA Network or NTTA services in breach of NTTA's Terms and Conditions and Acceptable Use Policy.

3. 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 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 for credit in any calendar month must be received by NTTA within seven (7) days of the occurrence giving rise to the credit claim. Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with Replication, Snapshot Access and Failover in any calendar month will not exceed, in the aggregate, one hundred percent (100%) of the total recurring monthly fee paid by Customer to NTTA for the NTTA Remote Data Replication Service for such calendar month.

Each valid credit will be applied to a Customer invoice within two (2) billing cycles after NTTA's receipt of such request. Credits are exclusive of any applicable taxes charged to Customer or collected by NTTA.

4. General

The NTTA Remote Data Replication Service is not intended to be a comprehensive disaster recovery solution. Except as set forth in this SLA, NTTA makes no claims regarding the availability or performance of the NTTA Remote Data Replication Service.