



Managed Recovery Services Service Level Agreement

Version 2.0



This Service Level Agreement (“SLA”) applies to NTT America, Inc.’s (“NTTA”) Managed Recovery services set forth in Section 1 below (collectively, the “NTTA Managed Recovery Services”). 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 Managed Recovery Services have been fully released to the Customer.

This SLA provides Customer with certain rights and remedies regarding the performance by NTTA of the NTTA Managed Recovery Services. The amount of credit available per month is subject to a cap as described below.

1. NTTA Managed Recovery Service

A. Data Backup

- i. NTTA will backup all files and file systems designated by Customer (“Files”) by establishing a network connection from Customer’s Equipment to NTTA’s backup infrastructure. NTTA will begin backup of the Files within a predetermined window or in accordance with and subject to the Customer-selected schedule established on the Customer’s Sales 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 backup Files 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 Managed Recovery Services.

B. Retention

- i. Files and transaction logs stored (“Stored Files”) will be retained for fourteen (14) days, twenty-eight (28) days, or a custom retention (custom number of days) based on the Customer’s package, after which NTTA may, at its option, destroy the Stored Files. Unless otherwise designated, Stored Files will be retained on the Premises. At Customer’s option, the Stored Files may be retained at an off-site facility of NTTA’s choice outside of the Premises for the fees specified herein.
- 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 retention for Stored Files 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 Managed Recovery Services.

C. Restoration

- i. NTTA will initiate the process of restoring Stored Files that are retained on the Premises within thirty (30) minutes of Customer’s request.

- ii. Subject to Sections 2, 3 and 4 hereof, for each restore 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 Managed Recovery Services.

2. Customer Permission

Customer expressly grants NTTA and NTTA's third-party service providers that the total amount credited to a Customer in connection with Data Backup, Retention and Restoration 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 Managed Recovery Services 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.

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure of deficiency of the NTTA Managed Recovery Services 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. Failure of customer to exclude files or file types that were in use and caused backup to fail.
- E. General third-party telco failure.
- F. Failure of Customer Equipment used in connection with the NTTA Managed Recovery Services.
- 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 that is a part of the data path for the backup and recovery service.

- 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.

4. 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 Data Backup, Retention and Restoration 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 Managed Recovery Services 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.

5. General

The NTTA Managed Recovery Services are 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 Managed Recovery Services.