

NTT America

Dedicated Hosting Service Level Agreement

Version 2.1

Microsoft Partner
Cloud Hosting



NTT America

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.

For purposes of this SLA, the following terms have the meanings set forth below:

"Base Fee" means the base monthly fee paid by Customer for the standard server package(s) being provided to it by NTT America, including the use of the server, the use of electricity to the extent provided to Customer without additional charge, and up to the amount of data transferred allowed each month without additional charge. The Base Fee does not include any other fees that might be charged to Customer, including, without limitation: setup fees; charges relating to incremental bandwidth usage and fees for electricity; extra IP addresses; RAM; hard drives beyond that which are available without additional charge under NTT America's standard rates; or managed services to which Customer subscribes in connection with its Dedicated Hosting.

"Covered Hardware Problem" means repair or replacement of one or more of the following with respect to a Covered Server Platform (as defined below): (i) network cards, (ii) patch cables, (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, or (xi) modems; but excluding RAID rebuilds associated with Covered Server Platforms which (a) have RAID, or Customer or its agent has installed software RAID, (b) include Mylex or LSI Controllers or (c) require the reinstallation of Microsoft Windows NT 4.0. In repair or replacement of hardware, NTT America may be required to install a new operating system and will do so with the current version of such operating system unless Customer requests otherwise, in which case this Service Level Agreement shall not apply.

"Covered Server Platform" means one of the following server platforms that were originally provided by NTT America after January 1, 2001: (i) Sun Microsystems, (ii) Hewlett Packard, or (iii) Other NTTA supported standard Server Platform

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

"Operational" means that Customer's Covered Server Platform is available (i.e., responds to a ping) as measured by NTT America's network monitoring system.

"NTT America Notice Time" means the time that NTT America support first learns that Customer's Covered Server Platform is not Operational.

1. Hardware Support SLA

NTT America's goal is to resolve Covered Hardware Problems so that Customer's Covered Server Platform is Operational within 90 minutes from the NTT America Notice Time. Customer shall allow NTT America to monitor their hardware in order to meet this SLA.

Subject to Sections 2 and 3 below, upon Customer's request, NTT America will issue a Full Day's Credit to Customer (i) if Customer's Covered Server Platform is not Operational within 90 minutes from the NTT America Notice Time and (ii) for each additional 90 continuous-minute period that Customer's Covered Server Platform is not Operational after the 91st minute 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 such month or \$1,000.

2. 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:

- A. 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
- B. 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 monitoring customer's server platform or from accessing customer's server platform for monitoring or troubleshooting purposes; or any request to re-install other than the latest version of an operating system in connection with a hardware failure; or
- C. The time required to rebuild a RAID array on an NTTA provided server; or
- D. The time required to install or re-install any NTTA supported Operating System (OS) on an NTT America provided server.

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 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.