

Service Description for Optional Services – CPNC

Introduction

This Service Description for Optional Services (“SDOS”) describes generally the features of the Cloud Private Network Connection Services (“CPNC”).

Defined Terms

Capitalised terms used in this SDOS and not otherwise defined have the meaning set out in the Terms or other documents comprising the Agreement.

Updates to this Service Description

NTT may amend this SDOS from time to time, including by adding or removing Optional Services, by posting the updated version at this URL or otherwise providing notice to Client.

1 Overview

- 1.1 NTT has installed within its MCPs a router or other switching device which supports CPNC (“CPNC Router”).
- 1.2 CPNC is intended to allow Client to access certain NTT IaaS services (“Primary Services”) without using the Internet, by connecting to Cloud Networks through the use of either Direct Connect or Private Connect (as those terms are defined below):
 - (a) **Direct Connect:** the process through which IP traffic is directly routed from Client’s other information and communications technology networks (each a “Client Network”) to Client’s Cloud Networks through the connection of a private link or connection (“Carrier Link”) to a cross connect and physical port in the applicable MCP (“Cross Connect”). To use Direct Connect CPNC, Client must procure and install the Carrier Link. NTT will procure and install the necessary Cross Connects.
 - (b) **Private Connect:** the process through which IP traffic is directly routed from the Client’s Networks to Client’s Cloud Networks through the extension of Client’s MPLS connection into NTT’s CNPC Router for the applicable MCP. No Carrier Link or Cross Connect is required for Private Connect CPNC.

2 Provisioning CPNC

- 2.1 The provisioning of CPNC includes:
 - (a) Data Collection Sheet. Following NTT’s acceptance of an Order for CPNC, NTT will issue, and Client will complete, a data collection sheet capturing the necessary details to provision the CPNC.
 - (b) Configuration of Cloud Networks. After establishing Direct Connect or Private Connect connectivity (as applicable), NTT will configure one (1) or more Cloud Networks as directed by Client for connection to the Client Network.

3 Ordering and Fees

- 3.1 Ordering. Client may submit a written or electronic Order to NTT to order CPNC.
- 3.2 Fees. The Order will set out the monthly Fees (“Usage Fees”) and installation Fees (“Set-up Fees”) payable by Client for CPNC. The Usage Fees for CPNC include connectivity for up to fifty (50) total networks (Client Networks and Cloud Networks, combined) (“Network Threshold”). Usage above the Network Threshold may be subject to additional Fees.

4 Additional Terms

- 4.1 Carrier Link. Client is wholly responsible for procuring, installing, and maintaining the Carrier Link, including (without limitation) configuring the Carrier Link to the Client Networks. NTT assumes no liability whatsoever in connection with the Carrier Link or issues with the Services arising out of or in connection with Client’s use of the Carrier Link.
- 4.2 Excusing Events. The Cross Connects, CPNC Router and Carrier Link will be interpreted as one or more of “network”, “hardware” and/or “infrastructure” for the purposes of interpretation under, and treatment in accordance with, the definition of Excusing Event set out in the Terms.

5 Service Levels

- 5.1 The following terms describe the Service Levels and Service Level Credits for CPNC and supplement and amend the Service Level Terms applicable to the Primary Services:
 - (a) Definitions:
 - (i) **Downtime** means, with respect to the “CPNC Uptime Target” Service Level, the period of time during which CPNC is deemed not available (as described in Section 5.2 below).

- (ii) **Redundant Configuration** means a CPNC configuration which includes two (2) different paths, each with different network address translation, between the applicable Cloud Network and Client Network. A Redundant Configuration requires more than one (1) Cross Connect for each path.
 - (iii) **Services**, as used in the Service Level Terms applicable to the Primary Services, will be interpreted to include CPNC (subject to the additional terms set out in this Section 5).
- (b) CPNC Service Levels. The following additional Service Levels apply to CPNC.

Service Level	Description of Service Level	Service Level Target
CPNC Uptime Target	Availability of the NTT resources comprising CPNC. The NTT resources comprising CPNC will be deemed “available” if they are responding to NTT’s Monitoring Tool.	99.99% availability for CPNC utilising a Redundant Configuration.
Service Level will not apply to CPNC not utilising a Redundant Configuration.		

- (c) Service Level Credit Calculation. For the CPNC Uptime Target Service Level, where there has been a Service Level Failure during a particular calendar month (and Client is otherwise eligible), the Service Level Credit is calculated as follows:

$$\text{Service Level Credit} = \text{Service Level Credit Percentage} \times \text{Fees Paid}$$

Where:

Service Level Percentage is determined by reference to the Duration of the Service Level Failure using the applicable table in Section 5.1(d) below; and

Fees Paid is Client’s total monthly Fees for CPNC in the particular Location in which the Service Level Failure occurred.

For the avoidance of doubt, the calculation of the Service Level Credit will not include any other costs or charges incurred or payable by Client, including Fees for Primary Services within the applicable Location in which the Service Level Failure occurred, Fees for other Locations within the applicable Geography or Fees for other Geographies. If an event or set of related events result in more than one Service Level Failure (whether of the CPNC Services or Primary Services), Client will be entitled to receive no more than one (1) Service Level Credit corresponding to that event.

- (d) Service Level Credit Percentages. For the CPNC Uptime Target, the Service Level Percentages are:

Duration of Service Level Failure	Service Level Credit Percentage
0 – 4 minutes	0%
5 minutes – 60 minutes	2%
61 minutes – 120 minutes	5%
121 minutes – 240 minutes	10%
241 minutes – 360 minutes	15%
361 minutes – 480 minutes	20%
481 minutes or more	25%

6 CPNC Network Domain Interconnect Service

- 6.1 In addition to the CPNC described above, NTT offers a CPNC Network Domain Interconnect Service, which is intended to connect Client’s deployments on the MCP 1.0 infrastructure and MCP 2.0 infrastructure in the same Location without using the Internet. The CPNC Network Domain Interconnect Service utilizes static routing to provide access between a Cloud Network on the MCP 1.0 infrastructure and a Cloud Network on the MCP 2.0 infrastructure within the same Location. No Carrier Link or Cross Connect is required
- 6.2 Client may submit a written or electronic Optional Services Order to NTT to order the CPNC Network Domain Interconnect Service.
- 6.3 The Optional Services Order will set out the Fees payable by Client for the CPNC Network Domain Interconnect Service.