Virtual Private Cloud Service Level Terms

1 Introduction

1.1 These Service Level Terms describe the Service Levels for the Virtual Private Cloud Service and the rebate from Fees ("**Service Level Credits**") you may request if we fail to meet those Service Levels ("**Service Level Failure**").

1.2 These Service Level Terms are part of our Agreement and capitalised words have the same meaning as defined in the Virtual Private Cloud Terms of Service (the "**Terms**").

1.3 The process for requesting Service Level Credits is set out in the Terms.

2 Service Levels

2.1 Software agents (the "**Monitoring Tool**") selected by NTT poll and monitor the operation of the MCP. The output from the Monitoring Tool is determinative of whether a Service Level Failure has occurred and its duration ("**Duration**").

2.2 Our Service Levels are:

(a) **Server Availability** and **Network Availability**;

(b) **Latency**; and

(c) **Response Delay for Emergency Incidents**.

Service Level	Description of Service Level	Service Level Target
Server Availability	The hardware and hypervisor layers delivering individual Cloud Servers are available and responding to the Monitoring Tool. "**Cloud Servers**" are virtual machines as described in the Service Description. A Service Level Failure occurs when Availability falls below the Service Level Target.	99.999% Availability of Cloud Servers
Network Availability	The network components of the NTT Network are available and responding to the Monitoring Tool. The "**NTT Network**" comprises the border routers, firewalls, load balancers and switches in the relevant MCP. A Service Level Failure occurs when Availability falls below the Service Level Target.	99.999% Availability of the NTT Network
Latency	The time taken for a data packet to travel between Cloud Servers in the same VLAN. Latency is measured by the Monitoring Tool. A Service Level Failure occurs when Latency exceeds the Service Level Target.	< = 1ms
Response Delay for Emergency Incidents	The elapsed time between when you report an Emergency Incident to the Global Service Centre and when we contact you about that Emergency Incident. A Service Level Failure occurs when the elapsed time exceeds the Service Level Target.	< = 30 minutes

3 Calculation of Service Level Credits

3.1 The Service Level Credit for a Service Level Failure is calculated as follows:

Service Level Credit = **Service Level Credit Percentage** x **Fees Paid**

Where:

Service Level Percentage is determined by reference to the Duration of the Service Level Failure using the applicable table in section 4; and

Fees Paid is the Fees you paid for Usage in the calendar month for the Location in which the Service Level Failure occurred.

3.2 Service Level Credits are calculated each calendar month and may only be requested for the month in which they occur. The Duration of a Service Level Failure resets to zero at the end of the month and does not "carry over" to the following month.

3.3 Where Client applies Tech Ops Services (as defined in the Service Description for Optional Services) or Client has configured Anti-Affinity (as that term is defined in the Virtual Private Cloud Service Description) in both

cases in connection with all Cloud Servers, then increased Service Level Credits may be payable ("**Rebate Enhancement**" applies).

3.4   Service Level Credits are capped and the total Service Level Credits payable for all Service Level Failures in a particular calendar month in a particular Location may not exceed: (i) where Rebate Enhancement applies 100% of the Fees Paid; or (ii) in all other cases, 50% of the Fees Paid.

4   Service Level Credit Percentages

4.1   For **Server Availability** and **Network Availability** the Service Level Credit Percentages are:

(a)   Where the Rebate Enhancement apples:

Duration of Service Level Failure	Service Level Credit Percentage
<26 sec	0%
26 sec – 30 min	2%
30 – 60 min	10%
60 - 300 min	20%
300 – 540 min	50%
>540 min	100%

(b)   Where Rebate Enhancement does not apply:

Duration of Service Level Failure	Service Level Credit Percentage
<26 sec	0%
26 sec – 60 min	2%
60 - 300 min	10%
300 – 540 min	20%
>540 min	50%

4.2   For Latency and **Response Delay for Emergency Incidents** the Service Level Credit Percentages are:

Duration of Service Level Failure	Service Level Credit Percentage
<30 min	0%
30 – 240 min	2%
>240 min	20%

5   Limitations and Restrictions

5.1   Service Level Failures may not be caused by and Service Level Credits are not payable for:

(a)   Excusing Events; or

(b)   suspension or termination of the Service under the Terms.

5.2   If a single event or series of related events ("**Event**") results in more than one Service Level Failure, you may only request one Service Level Credit for that Event, but you can elect which Service Level Credit you request. For example, if in connection with an Event you request a Service Level Credit for Network Availability, you may not also request a Service Level Credit for Server Availability, Latency or Response Delay for Emergency Incidents.

5.3   Service Level Credits are your sole and exclusive remedy and our sole and exclusive liability for failure to meet Service Levels.

5.4   The Server Availability Service Level expressly excludes those Cloud Servers in preview state through Client's use of Cloud Server Snapshots.