



Virtualization Services Service Level Agreement

Version 1.1



NTT America

NTT America (NTTA) Virtualization Services Service Level Agreement (SLA)

NTTA's Virtualization Services' Availability SLA offers a 99.9% uptime guarantee related to the Data Center Facilities, Network Infrastructure and VM Cluster within the Customer's solution as outlined below that are deployed in NTTA data centers in the United States. Availability of 99.9% for Virtualization Services equates to an aggregated 43.2 minutes of downtime within a calendar month. A Service Outage is defined as a "disruption in Service" that lasts five (5) consecutive minutes or more where the Customer notifies NTTA of the outage or if NTTA receives an outage notification via its monitoring system.

- (a.) Data Center Facilities availability refers to any disruption of Service related to power and/or cooling.
- (b.) Network Infrastructure availability refers to any disruption of Service related to the shared network infrastructure; routing devices, switching devices, cabling and telecommunications equipment from the gateway of the Customer's network, terminating at the Data Center core routers, i.e. one hop behind the first Point of Presence (POP).
- (c.) VM Cluster availability refers to any disruption of Service related to a VMware cluster which by definition includes n+1 set of ESX servers configured in a cluster with the Enterprise VM licensing tier. A failure occurs when all ESX servers within a VM Cluster will not respond when queried by NTTA's Monitoring system. This SLA guarantees the availability of the VM Cluster but not the individual nodes of the VM Cluster. For example, if a single ESX server that is part of a VM Cluster fails yet the overall functionality of that VM Cluster is still available; it is not considered a Service Outage. NTTA does not guarantee the availability of the specific VM instances and are considered out of scope of this SLA.
- (d.) Customer solutions must be configured with redundant, high availability (HA) Firewalls and Load Balancers to be eligible for credits under this SLA.

Monitoring and Measurement for HA Hardware

NTTA will monitor each ESX server in a VM Cluster via ICMP (PING) between NTTA's Monitoring System and the Customer solution.

A disruption in Service would be considered to be the case if ICMP (PING) were not available for five (5) minutes or more for all of the ESX servers in the VM Cluster for reasons outside of the listed exceptions. Please note that NTTA reserves the right in all cases to determine the root cause of an outage and make the final determination as to whether the outage falls inside or outside of the below Service Level Agreement exceptions.

Any Service Outage less than five (5) minutes will not be counted toward the aggregate total downtime for any given month. The solution is determined to be unavailable when the above monitoring methods begin logging failures. The Service Outage time will be determined to have begun based on historical logging of the monitoring system. The Service Outage time will be determined to have ended based upon the same procedure.

Credit Request and Payment Procedures

NTTA will issue a credit for any unique Service Outage that exceeds forty-three (43) minutes of downtime, in an amount equal to one day's worth of the total Monthly Recurring Charge (MRC) for those components that make up the VM Cluster paid by Customer during a calendar month, based on a thirty (30) day month. These components include the ESX servers and the VMs which these servers manage. Excluded from this credit are any additional services including storage, data backup, security, etc. This SLA applies only to US data centers.

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, Inc. 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 NTTA within 48 hours of the support failure referenced in Section 1 above and must include the Customer's customer number (per NTTA's invoice), Customer's name as listed on NTTA'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 NTTA.