NTT DATA Dedicated Cloud Onsite
Service Description

Version 2.0 | Sept. 19, 2017

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NTT DaTa

Service Description

NTT DATA Dedicated Cloud Onsite

Introduction

NTT DATA Dedicated Cloud Onsite ("Dedicated Cloud Onsite" or "Service") is designed to increase the value of your private cloud at the datacenter of your choosing through operational and service management aligned to Information Technology Infrastructure Library (ITIL®) frameworks. NTT DATA will provide remote management of your environment as described in this Service Description. This Service provides access to NTT DATA cloud experts, processes, and tools. . Base service includes management up to the hypervisor level for the compute, storage and network private cloud infrastructure. Optional services are available at an additional charge.

Service Delivery Management

Governance of the Service is accomplished through a regular schedule of structured interactions between Customer and NTT DATA which provide an avenue for escalation and a platform for issue identification, and resolution. NTT DATA will designate a Customer Delivery Executive ("CDE") to manage overall service delivery and continuous improvement activities.

The CDE will:

- Work with the delivery and support team to identify opportunities and continually improve Customer's experience with respect to their services
- Define key performance indicators and periodically review them with Customer
- Advise Customer of any high severity incidents, root causes, and resolution efforts for Dedicated Cloud Onsite
- Develop and review cloud plans with Customer
- Manage the billing and invoicing process
- Provide a single point of contact for any Customer escalations

Infrastructure Management

Infrastructure Management is the remote management, monitoring, and software level maintenance of the hardware infrastructure. NTT DATA will monitor and respond to detected or reported issues.

NTT DATA Dedicated Cloud Onsite service includes management and support for the following components and features:

Dedicated Cloud Onsite Infrastructure
Top of rack, out of band and console Network Switches (Data and Storage)

Physical Servers
Dedicated VM Storage
Virtualization (compute and networking)

The following metrics and legends are used to define NTT DATA and Customer responsibilities:
- "P" shall mean perform
- "H" shall mean help ("help" means assisting the other party in the performance of the applicable Task, as reasonably necessary or required)

General Section		
Activity	NTT DATA	Customer
Support service enablement Onboarding activities		P
Provide timely access to Customer resources if needed, including but not limited to, virtualization administrators and engineering, and project management		P
Provide the racking, cabling and other activities required to provide NTT DATA with access to configure environment remotely		P*
Configure the Dedicated Cloud Onsite Infrastructure and instal software required to provide the service (including hypervisor and hardware)	P	
Provide hypervisor license (including Mission Critical Support and applicable features such as SDN)		P*
Provide licensing for monitoring and management tools used by NTT DATA	P	
Monitor the Dedicated Cloud Onsite Infrastructure	P	
Support and troubleshoot the Dedicated Cloud Onsite Infrastructure	P	
In-scope service management (as defined in the "Service Management" section below)	P	
Schedule and communicate through the standard ITIL change management process (as specified by NTT DATA) Dedicated Cloud Onsite Infrastructure changes and maintenancei	P	
Upgrade and patch of the Dedicated Cloud Onsite Infrastructure when generally available	P	
Manage and maintain Data Cener(s), racks, power and cooling		P*
Add Dedicated Cloud Onsite Infrastructure consisting of racking, cabling and other activities required to provide NTT DATA with access to configure environment remotely		P*
Configure the Dedicated Cloud Onsite Infrastructure and install software required to provide the service (including hypervisor and hardware)	P	

Activity	NTT DATA	Customer
Removal of Dedicated Cloud Onsite Infrastructure (based on change orders, except racking and cabling) - racking, cabling and other activities except configuration		P
Removal of Dedicated Cloud Onsite Infrastructure (based on change orders, except racking and cabling) - configuration	P	
Provide monthly Dedicated Cloud Onsite Infrastructure capacity reports upon request	P	
Capacity planning and forecasting for Customer assigned Dedicated Cloud Onsite Infrastructure	H	P
Provide utilization and SLA reports upon request	P	
Manage Customer's business continuity plan		P*

Compute Specific Section		
Activity	NTT DATA	Customer
Customization and hardening of templates (if required)		P
Maintain customized and hardened templates		P
Provide licensing for all software and applications used for Dedicated Cloud Onsite other than software provided by NTT DATA		P
Virtual to virtual (V2V) conversions.		P
Notify Customer when cluster compute resources reach 75% utilization	P	
Maintain cluster compute resources under 85% utilization, by approving additional capacity or removing workloads		P
Modify and track changes to its dedicated virtual application environment		P
Application development and management, performance monitoring, database development and management		P*
Provision and deprovision virtual servers in Customer's virtual environment		P

Network Specific Section		
Activity	NTT DATA	Customer
Define network subnets and IP space for Customer's Dedicated Cloud Onsite environment		P
Assign and manage IPs inside subnets		P
Create network subnets and VLANs inside NTT DATA Dedicated Cloud Onsite Infrastructure upon request	P	
Operate, maintain, and troubleshoot all physical and virtual network components residing in the Customer's Dedicated Cloud Onsite Infrrastructure	P	H
Define and request firewall rules		P
Create and maintain firewall rules	P	H

Activity	NTT DATA	Customer
Define and request load balancer rules		P
Create and maintain load balancer rules	P	
Create and maintain Dedicated Cloud Onsite internal routing	P	
Provide managed VPN services for site-to-site connectivity over the internet (IPsec connections)	P	
Troubleshoot site-to-site VPN connections	P	P
Design and implementation of above hypervisor network security settings and requirements definitions		P*
Storage Specific Section		
Activity	NTT DATA	Customer
Provision storage from Dedicated Cloud Onsite arrays to host(s)	P	
Notify Customer when storage datastores reach 75% utilization	P	
Maintain storage datastores under 85% utilization, by approving additional capacity or removing workloads		P
Security and Compliance Specific Section		
Activity	NTT DATA	Customer
Security management, including vulnerability assessments, security log collection and correlation, antivirus, and intrusion detection		P

*These activities are performed by Customer under this Service Description, but they may be purchased under a separate NTT DATA service description or statement of work.

Service Management

Customer will use NTT DATA's standard ITSM tool (provided during Onboarding) for all Service Management activities and follow NTT DATA's Service Management processes (unless these services are purchases under a separate NTT DATA service description or statement of work).

NTT DATA will provide service level management and reporting, as well as monitoring on the efficiency and effectiveness of the private cloud managed operations. NTT DATA will deliver the service management function across your private cloud environment, which establishes an organizational structure with well-defined roles and responsibilities. In line with ITIL best practices, NTT DATA will assign process-oriented management roles to guide private cloud managed services standard operational processes and will provide metrics for any managed SLAs.

A superset of these roles is referred to as the service manager, who will also perform administration of the service management toolset, to track and manage the in-scope operational processes. The service manager role will also facilitate change management meetings, analyze incidents for trends,

initiate problem management activities, and administer repeatable workflows to support service requests.

The main sub-roles associated with the service manager are:

- Incident management
- Request management
- Change management
- Problem management

Incident Management

Incident management for private cloud managed services is comprised of:

- Incident handling
    - Incident classification
    - Incident prioritization
    - Incident notification
    - Incident analysis
    - Incident escalation
- High priority incident management

NTT DATA's predefined and Customer-approved Standard Operating Procerures (SOPs) will be executed as soon as an alert or an event is triggered or an incident ticket is automatically or manually created.

- Incoming alerts and events will be initially validated in order to identify false alerts/events or alerts/events where no action is required.
- Actionable alerts/events, if they fall within the category of an incident, will be ticketed automatically or manually by the appropriate personnel.
- SOPs for remediation will be executed as first-level of support:
    - If the SOPs fail to remediate the issue, the ticket will then be updated and immediately routed to a higher level engineering group for further troubleshooting and remediation.
    - If needed, NTT DATA will contact the private cloud vendor technical support for further troubleshooting and full remediation.
- Incidents raised are acknowledged, responded to, and remediated within the predefined SLAs.

NOTE: Resolution/remediation SLAs are dependent on the existing technical support agreement that the Customer might have with software and hardware vendors for the private cloud components. It is required that the Customer authorize NTT DATA to act on their behalf when coordinating with these vendors.

Request Management

Simple service requests and associated move/add/change activities are provided as part of Dedicated Cloud Onsite. The request management process that governs service requests (SRs) is based on NTT DATA standard process definitions. Standard SRs are limited to the existing service request types within NTT DATA's ITSM tool. Standard SRs which are not due to disruption of service (as

determined by NTT DATA) are supported. SRs are limited to sixty (60) minutes in length. SRs will be assigned Severity Level 4 Priority and leverage the Incident Acknowledgement Time and Incident Resolution Time SLAs as defined in Appendix A.

Change Management

Change management for in-scope Services configuration changes is comprised of:

- Change Advisory Board (CAB) documentation, preparation, and participation for standard (non-emergency changes)
- Emergency Change Advisory Board (ECAC) documentation, preparation, and participation for emergency changes (incident triggered)
- Ticketing/ITSM platform related change tracking for Configured Item (CI) updates and inventory detail updates
- Documentation updates related to version upgrades, patch deployments, new installations, and configuration changes subject to the change management process

Problem Management

Problem management and associated tasks/activities are in-scope for Severity 1 incidents in the supported environment. Problem management is comprised of advanced level analysis and problem remediation, and is comprised of the following activities:

- Perform alert, event, and incident analysis to reduce or eliminate recurrent alerts in the managed environment
- Perform root-cause analysis to prevent repetitive incident occurrences
- Document analysis results for quick remediation in the future
- Develop SOPs for new incidents resolution
- Generate definitive resolution details for high-priority incidents that have triggered the problem management process and for which a complete remediation has not been provided as part of the incident management process

Delivery Support Model

When an issue arises, an agent will create an incident or service request ticket in the NTT DATA Information Technology Service Management (ITSM) tool so a support engineer can start working to resolve the issue. Issues or incidents will be categorized by severity of impact to support Service Level Agreement (SLA) adherence. All tickets are updated with the complete chronology and steps taken to remediate the issue to provide full transparency.

The NTT DATA cloud delivery team is organized as Level 1, Level 2, and Level 3 depending on the skill requirement for the tasks to be performed. This categorization helps in optimizing resource cost, employee satisfaction, and improved SLAs. Team leads will interact with the Customer's IT team, original equipment manufacturers, partners, and other third-party vendors. The Level 1 (L1) team will be primarily comprised of a monitoring team to monitor all the proactive alerts and perform first-level diagnostics. Level 2 (L2) will perform the remedial actions and will leverage NTT DATA Level 3 (L3) engineers and service providers for escalation support.

The Level 1 (L1) support team is a platform-agnostic team, which will follow the defined process document to complete the required tasks based on the Standard Operating Procedures (SOPs) created by our engineering team during transition. The team will:

- Monitor the infrastructure and addressing proactive system alerts
- Monitor of network events
- Facilitate health and system performance checks
- Address tickets that are assigned by the service desk and tickets that come directly through alerts
- Coordinate with third-party suppliers for any incidents/problems that require their assistance

The Level 2 (L2) support team is responsible for the following actions:

- Perform routine private cloud and network administration tasks
- Provide implementation support, system updates, and remediation for complex issues and requests
- Develop automation templates and test performance to deploy services and apply solution fixes
- Evaluate end-to-end performance, identify improvement opportunities, and implement solutions that will increase yields

The Level 3 (L3) support team is responsible for the following:

- Perform root cause analysis of systemic and complex issues; identify and implement corrections
- Implement custom solutions, develop automation to support ongoing monitoring and management
- Follow-up and resolve cases involving supplier interaction
- Coordinate with the Customer, third-party providers and Original Equipment Manufacturers (OEMs) on any design or architecture issues to resolve any in scope issues until resolution is achieved

Our support organization follows service standards based on Information Technology Infrastructure Library (ITIL) best practices and service tenets.

Technical Support

You may use the NTT DATA ITSM tool or contact the Service Desk via phone 24x7x365 for technical support.

To reach the Service Desk, dial the toll-free number +1 855-350-4372 with intelligent voice response (IVR). Additionally, Customers may email the Service Desk at Managed.CloudServices@nttdata.com. Customer may assign up to 5 named contacts to contact the Service Desk on behalf of the Customer.

The Service Desk is a central point of contact for handling Customer issues. Service Desk functions are comprised of the following:

- Log and route the Customer raised incidents to the cloud engineering or account assigned Customer Delivery Executive (CDE)
- Provide assistance in raising service requests using the NTT DATA's ITSM tool
- Respond to inquiries around existing incidents or any service disruption statuses
- Route billing inquires to billing department and CDE

Support may be provided from outside of the country or region in which Customer or Customer's end users reside. Support is provided in English only.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of the Dedicated Cloud OnSite Service:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for the Customer.
- Fixing or resolution of defects or malfunctions in third party software running in VMs encountered during the process of troubleshooting, resolving, patching, upgrading or maintenance.
- If Customer does not implement NTT DATA recommendations for reducing alert and incident noise, service level commitments on those devices will not apply.

Billing and Contract Obligations

Your Order Form will list the service options you have purchased. If purchased, such service options form part of your Dedicated Cloud. Billing for Dedicated Cloud is invoiced on a monthly basis in arrears and will include both fixed and variable costs.

Changes to the Service scope made within the last 7 days of the month will not be charged for the month in which the the change was made. Customer will be charged the full amount starting the next month. Changes to the Service scope prior to the last 7 days of the month will be charged the full, non-prorated rate for the month in which the the change was made.

Dedicated Cloud Onsite is offered with a minimum one (1) year term contract. At the end of the term, the Service will automatically be renewed for another year unless thirty (30) days prior written notice of your intent not to renew is provided y to your NTT DATA account representative or CDE.

For billing-related questions, please email DL.CDE.NDC@nttdata.com

Onboarding Process

The NTT DATA onboarding team will collaborate with a designated Customer point of contact to provide standardized onboarding of Dedicated Cloud Onsite. Following the Activation Date an assigned NTT DATA Project Manager will contact Customer to initiate onboarding the Service. The NTT DATA Onboarding Project Manager and Customer designated resource will serve as the point-of-contact for all communications, escalation of issues and any modification to the Service during onboarding.

Customer's onboarding responsibilities:

- Racking, cabling and other activities required to provide NTT DATA with access to configure the environment remotely (unless these services are purchases under a separate NTT DATA service description or statement of work)
- Provide NTT DATA with remote access to the Dedicated Cloud Onsite environment
- Validation of configuration data and system integrations as applicable
- Provide escalation and notification contacts for Customer and any other vendors that manage components of the environment (e.g. Data Center, Hardware, etc.)
- Provide sign-off to NTT DATA to confirm acceptance within 5 business days

NTT DATA's Project Management Responsibilities

- Manage NTT DATA tasks, resources associated with Dedicated Cloud Onsite, and coordinate activities with Customer
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities
- Use standard industry recognized project management tools and methodologies
- Employ a reporting mechanism to identify project tasks, next steps, and issues
- Receive Customer sign-off at the completion of onboarding tasks and hand over to steady state support

At the conclusion of onboarding NTT DATA will provide:

- Customer's connectivity to Dedicated Cloud Onsite infrastructure (compute, storage) through agreed networking solution
- Customer "getting started" guide that will provide information necessary to operate the environment and include key contacts
- Training and access to NTT DATA's ITSM tool to facilitate on-line request and incident management
- Enablement of optional services on top of the base private cloud services

Requesting Changes to Dedicated Cloud Onsite

Customers may add/change their services selection picking from standard service catalog options or custom service capabilities through the Change Order process mentioned in the Order Form to request changes or additions to Dedicated Cloud Onsite. An Order Form signed by the Customer or submitted by the Customer as a self-service request through NTT DATA's ITSM tool is required to start implementing changes or additions to Dedicated Cloud Onsite.

Changes and Addition:

- Standard Service item addition(s)/change will be handled in 5 business days of the date of submission of a signed NTT DATA Change Order Form. This timeline will apply to changes or additions to storage, hosts, license, vLAN, VPN, firewall, as well as modifications to existing data protection, modifications of existing Disaster Recovery, replication connectivity modifications, load balancing, modifications to credentials and compliance scope changes.
- Other changes to Dedicated Cloud Onsite outside of the scope of the paragraph above will be treated as projects and will be implemented based upon a mutually agreed schedule.
- Any reduction in scope of the Service will require payment of subscription fees for the remainder of the term as set forth the Change Order Form.

Miscellaneous

1. No hardware or software is being transferred, sold, leased or licensed to the Customer under this Service Description.

2. To the extent applicable, Customer agrees that the NTT DATA privacy and security requirements satisfy any and all obligations under the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99 (collectively, "FERPA") that NTT DATA may have as a recipient of education records and personally identifiable information contained in such records.

3. This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

4. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. Specifications are correct at date of publication but are subject to change without notice at any time. NTT DATA and its affiliates cannot be responsible for errors or omissions in typography or photography.

Terms & Conditions

This Service Description is governed by and subject to the terms and conditions in Customer's master services agreement with NTT DATA to the extent such agreement explicitly authorizes Customer to order Dedicated Cloud or, in the absence of such agreement, NTT DATA Cloud Solutions Agreement applies and is available on request or online at https://www.nttdataservices.com/en-us/contracts.

NTT DATA

Appendix A: Service level agreement for NTT DATA Dedicated Cloud

The service levels and associated remedies described below apply to Dedicated Cloud Onsite when that Service is purchased directly from NTT DATA.

NTT DATA will follow a SLA based service delivery model. The Customer should inform NTT DATA of any device addition/deletion, or changes to environment that might impact the SLA. The sources of alerts are either from the monitoring system or from user requests entered via the ticketing system, phone calls or e-mails.

- Resolution SLAs are void for those cases that are escalated to vendor tech support/ hardware vendor / ISP / third party vendors.

- Resolution SLAs are void in case Customer does not inform NTT DATA of any device additions / deletions, or changes to environment that migh impact the SLA.

- Resolution SLA timer is paused during the following ticket statuses: (a) "Waiting for Client" (b) "On-Hold" (c) "Under Observation" (d) "Resolved".

- Individual Customer environments and processes influence service level compliances. In cases where the SLAs cannot be met, NTT DATA will publish those details during the pre-transition/planning phases.

- SLAs will be effective after 90 days of steady state operations or as agreed in writing during pre-transition phases.

Performance SLAs

During the term of the applicable NTT DATA Order Form for the Service and following the Billing Start Date, NTT DATA will use commercially reasonably efforts to acknowledge and resolve Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents in accordance with the below-listed service levels (each a "Performance SLA," and together with the Availability SLA, the "SLAs"). If NTT DATA does not meet a Performance SLA, and so long as Customer's account with NTT DATA is current and not suspended, Customer may be eligible to receive the below-listed performance credit (a "Performance Credit," and together with the Availability Credit, the "Credits"). NTT DATA will use reasonably suitable monitoring tools to collect and report on Performance SLA data.

Definitions: The following definitions apply to these Performance SLAs.
"**Measurement Period**" means the time during, or frequency by which, a Performance SLA is measured.
"**Reporting Period**" means the periodic evaluation and reporting frequency for each individual Performance SLA.
"**Resolution Time**" means the elapsed time between (i) the moment a service ticket is opened in the NTT DATA Service Management Workflow System, until (ii) the moment the service ticket is closed in accordance with the NTT DATA procedures manual because (A) the incident is resolved and Customer has not provided an accurate notification to NTT DATA that the incident has not been resolved; or (B) a temporary solution that addresses all of the material aspects of the incident (a "Workaround") is provided.
"**Service Management Workflow System**" means the request management workflow system that enables certain Customer-approved requestors to submit incident, systems change and request management workflows to NTT DATA.

"**Severity Level 1**" means any reported incident that has high visibility, materially impacts the ability to perform business operations, and for which there is no Workaround solution (for example, a network outage).

"**Severity Level 1 Incident Acknowledgment Time**" shall mean the elapsed time between submission of a Severity Level 1 incident in the Service Management Workflow System and the acceptance by a technician through the Service Management Workflow System of an assignment to address the incident.

"**Severity Level 2**" means any reported incident that has high visibility, materially impacts the ability to perform business operations. A Workaround is available, however, performance may be degraded or functions limited (for example, a router is down, however, traffic is re-routed with degraded performance).

"**Severity Level 2 Incident Acknowledgment Time**" shall mean the elapsed time between submission of a Severity Level 2 incident in the Service Management Workflow System and the acceptance by a technician through the Service Management Workflow System of an assignment to address the incident.

"**Severity Level 3**" means any single infrastructure component is moderately affected or completely inoperable. The incident typically has limited business impact (for example, a management blade is down, part of the database cluster is inoperable).

"**Severity Level 3 Incident Acknowledgment Time**" shall mean the elapsed time between submission of a Severity Level 3 incident in the Service Management Workflow System and the acceptance by a technician through the Service Management Workflow System of an assignment to address the incident.

"**Severity Level 4**" means any single infrastructure component is moderately affected or is partially inoperable or can continue to operate as long as a Workaround procedure is followed. The incident has limited business impact (for example, a Customer report is formatted incorrectly).

"**Severity Level 4 Incident Acknowledgment Time**" shall mean the elapsed time between submission of a Severity Level 4 incident in the Service Management Workflow System and the acceptance by a technician through the Service Management Workflow System of an assignment to address the incident.

Incident Acknowledgement Time SLA

Objective	Measures the aggregate acknowledgment time for Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents.
Method	
Data Capture	Incident records in the Service Management Workflow System are used to determine the total number of Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents during a reporting period, the time each incident is received, and the elapsed time between submission of each Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incident in the Service Management Workflow System and the acceptance by a technician through the Service Management Workflow System of an assignment to address the incident.
Responsibility	
Reporting Period	Monthly

Management Period	Monthly
Service Metric	
Values	Metrics: Severity Level 1 Incident Acknowledgement Time – fifteen (15) minutes Severity Level 2 Incident Acknowledgement Time – thirty (30) minutes Severity Level 3 Incident Acknowledgement Time – eight (8) business hours Severity Level 4 Incident Acknowledgement Time – thirty-six (36) business hours
Minimum Service Level	In the aggregate, 95% or more of Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents are acknowledged within, respectively, the Severity Level 1 Incident Acknowledgement Time, the Severity Level 2 Incident Acknowledgement Time, the Severity Level 3 Incident Acknowledgement Time and the Severity Level 4 Incident Acknowledgement Time.
Other	If NTT DATA fails to acknowledge an incident within the applicable minimum service level acknowledgement timeframe set forth above, but subsequently resolves such incident within the applicable minimum service level timeframe for incident resolution, NTT DATA may exclude the incident from its calculation of the minimum service level.
Calculation	(Number of total Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents acknowledged, respectively, within the Severity Level 1 Incident Acknowledgement Time, the Severity Level 2 Incident Acknowledgement Time, the Severity Level 3 Incident Acknowledgement Time and the Severity Level 4 Incident Acknowledgement Time divided by the total number of Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents) * 100
Performance Credit	Severity Level 1 and Level 2 incidents are considered 'qualifying incidents' for Performance SLA evaluation, and are monitored and recorded by NTT DATA on a monthly basis. Customers are eligible to claim a Performance SLA credit in the amount of 2% of the total charges for the given month if total number of qualifying incidents recorded in the same month meets or exceeds 20. If 20 qualifying incidents do not occur in a particular month then these incidents are carried forward to subsequent month(s) until the cumulative count reaches 20. Once cumulative count of qualifying incidents reaches 20, Customers are eligible to claim a Performance SLA credit in the amount of 2% of the total charges for the last month over measured period.

Incident Resolution Time SLA

Objective	Measures the NTT DATA resolution time for the resolution of Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents.
Method	
Data Capture	Incident tracking will be recorded and reported using Service Management Workflow System. Severity Level 1 and Severity Level 2 incidents are to be worked 24 hours a day, 7 days a week until Workaround or Services restoration is achieved.
Responsibility	

Reporting Period Management Period	Monthly Monthly
Service Metric	
Values	Metrics: Resolution Time – Severity Level 1 – four (4) hours Resolution Time – Severity Level 2 – eight (8) hours Resolution Time – Severity Level 3 – three (3) business day(s) Resolution Time – Severity Level 4 – ten (10) business day(s)
Exclusions	Resolution Time does not include the time that incident management tickets are in "suspend mode" because of hand-off to Customer or Customer's vendors. Service Requests are excluded from SLA calculations. Incidents determined to be within Customer's responsibility to resolve are excluded from the calculations. Incidents determined to be caused by Customer's implementation decisions that go against industry best practices and NTT DATA's implementation recommendation.
Minimum Service Level	In the aggregate, 95% or more of Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 incidents are resolved within the applicable Resolution Times.
Calculation	(Number of total incidents at Severity Level 1, Severity Level 2, Severity Level 3 and Severity Level 4 closed within the applicable Resolution Time or properly downgraded by NTT DATA to a lower Severity Level within the applicable Resolution Time, divided by number of the total incidents at Severity Levels 1, 2, 3 and 4) * 100
Performance Credit	Severity Level 1 and Level 2 incidents are considered 'qualifying incidents' for Performance SLA evaluation, and are monitored and recorded by NTT DATA on a monthly basis. Customers are eligible to claim a Performance SLA credit in the amount of 2% of the total charges for the given month if total number of qualifying incidents recorded in the same month meets or exceeds 20. If 20 qualifying incidents do not occur in a particular month then these incidents are carried forward to subsequent month(s) until the cumulative count reaches 20. Once cumulative count of qualifying incidents reaches 20, Customers are eligible to claim a Performance SLA credit in the amount of 2% of the total charges for the last month over measured period.

Claim Procures and Credit Limitations

Claim Procedure: To receive a Credit, Customer is responsible for making a claim within thrity (30) days of the last date of the reported downtime alleging NTT DATA's failure to achieve the applicable SLA. The claim must be sent to the NTT DATA CDE or NTT DATA Delivery Manager. The claim must include the following information:

Customer's name; the name of the service to which the claim relates (NTT DATA Dedicated Cloud); name, e-mail address and telephone number of the appropriate Customer contact; the date(s) and times for each claim of downtime if claiming an Availability Credit; and the Performance SLA that was not achieved if claiming a Performance Credit.

Any "Credit" that NTT DATA may owe, such as a Performance Credit for a failure to meet an SLA, will be applied to rates due and payable for the Service, and will not be paid as a refund. If a single incident results in multiple acknowledgement time or resolution time defaults (as determined through the NTT DATA root cause analysis), Customer is only eligible to claim the highest Performance Level Credit applicable to such incident. All claims for Credit are subject to review and verification by NTT DATA in its sole discretion, and all Credits will be based on NTT DATA's measurement of its performance of the applicable Service. NTT DATA's decision will be final. Customer's sole remedy, and NTT DATA's sole liability, with respect to NTT DATA's inability to meet an SLA are the Credits described above and Customer explicitly disclaims any and all other remedies, whether in law or equity.

Appendix B: Key performance indicators for NTT DATA Dedicated Cloud

The Key Performance Indicators ("KPIs") described below are for measurement and reporting purposes only and will be reported using commercially reasonable efforts and apply only if Dedicated Cloud is purchased directly from NTT DATA. Any failure on the part of NTT DATA to satisfy the below-listed KPIs will not entitle Customer to claim any Credit or claim any other remedy. Unless otherwise noted herein, the definitions set forth in Appendix A apply to this Appendix B.

Root Cause Analysis KPI

Objective	Report and track root cause analysis relating to the NTT DATA infrastructure in accordance with the NTT DATA problem management procedures.
Method	
Data Capture	Problem tracking will be recorded and reported using the Service Management Workflow System.
Responsibility	
Reporting Period	Monthly
Management Period	Monthly
Service Metric	
Minimum Service Level	In the aggregate, 90% or more of Severity Level 1 incidents and Severity Level 2 incidents (at Customer's request) are subjected to a root cause analysis and are submitted to Customer for review within ten (10) business days of the later of (i) the Severity Level 1 incident moving to "Service Restored" status, or (ii) as to Severity Level 2 incidents only, Customer's request for a root cause analysis being entered in the Service Management Workflow System.
Calculation	(Number of Severity Level 1 and Severity Level 2 incidents subjected to a root cause analysis and submitted to Customer for review within the minimum service level divided by total number of Severity Level 1 incidents and Severity Level 2 incidents for which Customer requests a root cause analysis) * 100

Appendix C: Reporting

NTT DATA will provide following reports to Customer, on request:

Service Category	Report Title	Frequency	Format	Comments
Capacity and Utilization	Storage pools and volumes	Monthly	Excel	Data on storage provisioned and used for Customer VMs
Capacity and Utilization	VM machine inventory	Monthly	Excel	List of all Customer cloud VMs with associated ESX host names, DNS names, container names
Capacity and Utilization	Host inventory	Monthly	Excel	Listing of all Customer ESX hosts (if applicable) and VMs located on each host
Response time	Service level performance	Monthly	Excel	Incident acknowledgement time
Resolution time	Service level performance	Monthly	Excel	Incident resolution time