

NTT DATA Service Description

NTT DATA Managed Services for Microsoft Azure Site Recovery

Introduction

NTT DATA is pleased to provide NTT DATA Managed Services for Microsoft Azure Site Recovery (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact NTT DATA technical support or your sales representative.

Definition of Terms

These terms are used within this document.

POC	The NTT DATA point of contact for reporting and logging incidents.
Priority of Incident	The method that NTT DATA uses to rank and prioritize incidents. The priority determines the order in which incidents should be attended to.
Incident Identification Number (IID)	This is a unique incident identification number that is used to track all incidents and service requests reported by the Customer or through automatically generated events or alerts.
Incident Owner	The person to whom an IID has been assigned.
Portal, Self-Service Portal, NTT DATA Cloud Portal	Multi-tenant software-as-a-service (SaaS) solution that delivers IT operations lifecycle management capabilities that spans public and private cloud infrastructure and application elements.

The Scope of This Service

NTT DATA Managed Services for Microsoft Azure Site Recovery (ASR) are designed to provide ongoing support, management, and maintenance for an Azure-based disaster recovery solution. This Service includes continuous monitoring, solution support, troubleshooting and quarterly failover testing. This Service Description describes the Service being provided to you (“Customer” or “you”).

NTT DATA supports the following infrastructures in all deployment scenarios:

- 1) On-premise
- 2) Azure cloud instances
- 3) Hybrid infrastructures

NTT DATA supports the following Azure Site Recovery options:

- 1) Hyper-v or VMware or Physical Server to Azure
- 2) Hyper-v or VMware or Physical Server to Secondary Site

Below is an outline of activities included in NTT DATA Managed Services for Microsoft Azure Site Recovery

Services	Activity
Portal access	✓
Dedicated Project Manager	✓
NTT DATA service desk	✓
24x7 monitoring, alert filtering and prioritization of ASR replication failures from the Network Operations Center	✓
On-premise to Azure cloud connectivity management	✓
Azure support escalation and coordination as required	✓
Troubleshoot and fix replication issues	✓
Root cause analysis of repeated failures	✓
15 minute response Service Level Agreement (SLA) for Severity 1 priority	✓
Change requests – up to 2 per quarter	✓
Failover validation to cloud - quarterly test restoration	✓

NTT DATA, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that NTT DATA resources may include employees of NTT DATA and/or a service provider or subcontractor to NTT DATA.

Portal Access

The NTT DATA Cloud Portal (the “Portal”) is a multi-tenant Software-as-a-Service solution that delivers IT operations lifecycle management capabilities that spans public and private cloud environments, as well as application elements.

The Portal provides the following functionality and features: solution monitoring, management, service tickets, session recordings, remote console, executive dashboard, as well as on-demand, weekly and monthly reports.

The Portal is available at <https://dell.vistarait.com/>.

Project Manager

The Project Manager will serve as the single point of contact for delivering the Service, providing the following support:

- Establish and manage relationship with identified Customer contacts
- Proactively work with the operations team to identify opportunities to continually improve Customer experience with respect to the services under this Service Description
- Define key performance measures and periodically review them with Customer
- Coordinate with service providers, as agreed, to help ensure a unified NTT DATA solution

Service Desk

Customer may assign up to five (5) individuals to contact the service desk on behalf of the Customer.

- Customer contacts can call the service desk to report any issue for the services subscribed
- Service desk will log the requests and assign to the Azure specialist(s) for resolution
- Customer's contacts can define the severity of the incident
- Update on the request will be provided by the Azure specialists

The service desk can be contacted at:

- Toll-Free number (855-350-4372) with intelligent voice response (IVR) – available 24x7
- Email at Managed.Cloud.Services@nttdata.com

Monitoring and troubleshooting

The NTT DATA Services team will remotely troubleshoot and fix issues for alerts that are generated from the configuration of the Customer's infrastructure. Following are examples of the activities performed:

- Validate replication failures and resolve issues accordingly
- Monitor cloud data transfer failures, check logs and reinitiate transfer should an issue arise
- Validate data inconsistencies on the local and Azure storage, as well as run consistency checks to resolve issues
- Restoration and failover scenarios as described in sections below
- Root cause analysis of critical incidents (as defined in Appendix A) will be performed to identify underlying problems
- If an incident is raised by Customer, an Azure specialist will investigate within the predefined SLA and troubleshoot, as applicable
- If a remediation activity is performed, it is logged into the Portal's ticketing system. The incident ticket is updated with its complete chronology, as well as resolution steps taken.
- Quarterly assessment of the Azure solution with recommendations to optimize and improve performance

Azure Site Recovery Test Restorations

NTT DATA will perform a site recovery failover test of protected instances once per quarter, during a scheduled timeslot. NTT DATA will verify integrity of the recovery, as well as assess the time taken to restore. Tests directed to the Customer's site can be performed only if sufficient disk space and the required infrastructure are available. Tests directed to the Azure platform (rather than the Customer's site) will not require local resource provisions, but will yield Azure compute usage fees for the failover duration.

Test restores will not be performed on all scenarios, but only on NTT DATA pre-approved test cases.

Pre-approved test cases:

- Initiate test failover to Azure cloud or secondary site
- Check connectivity to failover instance based on network mapping
- Clean up of failover instances on Azure after failover test cycle

NTT DATA deliverables:

- An incident ticket will be created for each test; results will be updated in the respective ticket
- If an issue develops during a site recovery test, NTT DATA will investigate and resolve, including coordination with the Customer, as appropriate (i.e. the Customer may be contacted to help resolve a challenge stemming from the local environment)
- Steps taken to perform test restores and issue resolution will be updated in the incident ticket for Customer review

Customer Visibility and Auditability

All remote activities performed through the Portal by the NTT DATA Azure specialists are recorded and available for review, via the session recordings capability in the Portal.

The Portal provides visibility to the current status of service health and devices across different locations, as well as useful trending reports for advanced analysis. The Customer can generate on-demand and/or schedule delivery of the following reports:

- Inventory
- Problem & incident management
- Executive summary (monthly)

Change Requests

Customers can create change requests of the configuration for the following scenarios:

- Add or modify server replication configuration.
- Change in the schedules of the protected instance from the existing server
- Change in retention policies and bandwidth throttling

NTT DATA will classify these requests as P3: Low (Sev 4) and will execute steps to complete change request based on SLAs specified in Appendix A. There is a limit of two change requests that can be submitted per quarter, per instance. Any additional requests will be addressed outside of this service description.

Onboarding Infrastructure to Managed Services

Onboarding the Customer's solution to NTT DATA Managed Services for Microsoft Azure Site Recovery is a three stage process:

- Stage-1: Process order
 - Signed order processing
 - Credit approval
- Stage-2: Onboard Customer's Microsoft Azure Site Recovery protected instance(s) and applicable on-premise infrastructure to NTT DATA Managed Services
 - Data Collection Form Completion
 - Data & access validation
 - Technical onboarding

- Quality assurance review of the solution performance
- Stage-3: Start services for Customer

The onboarding timeline is less than a week if the Customer has provided all required information and appropriate access to the infrastructure.

Onboarding to NTT DATA Managed Services is tracked through an incident management system. An Azure specialist is assigned to the project once the order is placed and a service ticket is created to help manage the onboarding process. The specialist will review all information gathered and update the ticket within one business day if any missing information is identified. The Customer will receive email notifications of ticket updates. As onboarding commences, the ticket will be updated with progress steps as well as when additional information is required.

Customer Responsibilities

The Customer is responsible for completing the Data Collection Form which will be provided by NTT DATA. Examples of the information needed for service implementation, as captured in the form:

- Customer should have valid maintenance or technical contracts from appropriate vendors for network devices, operating systems (Microsoft or non-Microsoft), 3rd party applications, and anti-virus products. The lack of technical support agreements and products in “End of Life” status, place limits on system integration and will be restricted to best effort basis only.
- All software and cloud licensing is the Customer’s responsibility, which includes aligned Azure components and solutions to support implementation and testing.
- If the instance slated for disaster recovery protection is VMWare based, Customer will need to provision a virtual machine with Windows Server 2012 R2 to deploy the Azure Site Recovery solution in the customer’s environment or datacenter.
- Ensure internet access exists to support the solution setup and testing.

Assumptions

NTT DATA makes the following assumptions:

- Customer is aware of Azure subscription costs, including protected instances, compute and data usage, as well as storage
- Failover to Azure virtual machines (for testing or use), will incur compute and related charges for the Azure usage, customer is aware of the rates. Your Microsoft Azure Site Recovery subscription will automatically provision the instances needed as part of the testing process; for example, an Azure virtual machine will be created if the designated failover scenario is designed to render in Azure.
- NTT DATA assumes that on-premise to cloud network connectivity is working 24X7 (monitoring and management of related network devices is the responsibility of the Customer)
- Customer environment has an operating system of Windows Server 2008 or newer
- Workloads are maintained behind a firewall and the network is a protected environment (i.e. Virtual Private Network or VPN)
- All configurations are supported by Microsoft Azure Site Recovery and the solution is set up properly for managed services project delivery

Excluded Services

The following items are out of scope for the Services defined within, however the Customer can add these activities to the project scope at an additional cost.

- Monitoring - Customizations to monitoring templates are subject to review and acceptance
- Backup – Test, setup and configuration of a backup service is not included
- Third party vendor escalations for line of business applications such as QuickBooks, Sage and others, as well as hardware vendor management or escalations
- Monitoring and management of network and VPN cloud connectivity, unless specified within the services
- Service requests (SRs) that originate outside the scope of disruption of services are excluded. Examples of such SRs are:
 - Additional solution and server deployments, new configurations and migrations
 - New architecture/design/re-design of infrastructure
 - Software agent or server installation or upgrades
- Any items not explicitly covered within this document are considered out of scope

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.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and NTT DATA to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks NTT DATA to perform these Services.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, NTT DATA will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide NTT DATA with all cooperation necessary for NTT DATA to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, NTT DATA will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

Third Party Warranties. These Services may require NTT DATA to access hardware or software that is not manufactured by NTT DATA. Some manufacturers' warranties may become void if NTT DATA or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that NTT DATA's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. NTT DATA does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

NTT DATA Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the NTT DATA entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with NTT DATA that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by NTT DATA’s Cloud Solutions Agreement (as applicable, the “Agreement”).

Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of NTT DATA Services	
	Customers Purchasing NTT DATA Services Directly From NTT DATA	Customers Purchasing NTT DATA Services Through an Authorized NTT DATA Reseller
United States	www.nttdataservices.com/en-us/contracts	www.nttdataservices.com/en-us/contracts
Canada	Available on request	Available on request
Latin America & Caribbean Countries	Mexico: Your terms and conditions of sale will be sent to you along with your quote	Not applicable
Asia-Pacific-Japan	Available on request	Service Descriptions and other NTT DATA service documents which you may receive from your seller shall not constitute an agreement between you and NTT DATA but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other NTT DATA service document shall in this context be understood as a reference to you whereas any reference to NTT DATA shall only be understood as a reference to NTT DATA as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT DATA with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Available on request	Service Descriptions and other NTT DATA service documents which you may receive from your seller shall not constitute an agreement between you and NTT DATA but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other NTT DATA service document shall in this context be understood as a reference to you whereas any reference to NTT DATA shall only be understood as a reference to NTT DATA as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT DATA with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.nttdataservices.com/en-us/contracts.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the nttdataservices.com website in connection with your purchase or within a NTT DATA software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Supplemental Terms & Conditions Applicable to Cloud & SaaS Services

1. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between NTT DATA and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.
2. **Important Additional Information**
 - A. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.
 - B. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support, security or training services) may be available for purchase from NTT DATA and will vary by Customer location. Optional services may require a separate agreement with NTT DATA. In the absence of such agreement, optional services are provided pursuant to this Service Description.
 - C. **Subcontracting.** NTT DATA may subcontract this Service and/or Service Description to qualified third party service providers.
 - D. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer’s location, so please contact your sales representative for these details.
 - E. **Liability.** NTT DATA WILL HAVE NO LIABILITY FOR:
 - ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
 - LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
 - DAMAGED OR LOST REMOVABLE MEDIA;
 - THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
 - FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY NTT DATA OR A THIRD-PARTY SERVICE PROVIDER.

NTT DATA will not be responsible for the restoration or reinstallation of any programs or data.

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Appendix A

Service Level Agreements (SLA)

NTT DATA will follow SLA based service delivery model. For the avoidance of doubt, the parties hereby expressly acknowledge and agree that NTT DATA will use reasonable efforts to meet the response SLAs and resolution SLAs specified below in this Appendix A. It shall not be a breach of contract, nor shall NTT DATA be liable or responsible for breach of contract or for payment of any type of service credits to the Customer for not meeting any SLA or SLAs at any time during the term of the Service purchased by the Customer.

The Customer should inform NTT DATA of any device addition/deletion, or changes to environment that might impact the SLA. The following table describes the various priority levels associated with incidents. 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 do not apply for those cases that are escalated to vendor tech support/ hardware vendor / Internet Service Provider (ISP) / third party vendors
- Resolution SLA timer is paused during the following ticket statuses: (a) "Waiting for SP or Client" (b) "On-Hold" (c) "Under Observation" (d) "Resolved"

SLAs for Managed Services

Priority	Response SLA	Customer Notification	Resolution SLA**	Measured
P0: Critical (Sev 1)	15 Min	Call within 15 min	85% of the cases resolved in 4 hours	Quarterly
P1: High (Sev 2)	2 Hours	E-mail sent and Ticket updated within 2 hours	85% of the cases resolved in 24 hours	Quarterly
P2: Medium (Sev 3)	4 Hours	E-mail sent and Ticket updated within 4 hours	85% of the cases resolved in 36 hours	Quarterly
P3: Low (Sev 4)	8 Hours	E-mail sent and Ticket updated within 8 hours	85% of the cases resolved in 72 hours	Quarterly

** Resolution SLA applies only to solutions managed by NTT DATA.

Priority definitions

NTT DATA will validate the alerts and define the priority based on the severity guidelines as below at the time of incident creation. The priority of the incident can be changed at the Customer request.

Priority	Phone
P0: Critical (Sev 1)	This is an EMERGENCY condition that significantly restricts the use of an application, system, network or device to perform any critical business function. This could mean that several departments in the organization are impacted. Direct call will be made by service department to the designated contact.

P1: High (Sev 2)	The issue may severely restrict use of an application or system in the network. This could mean that a department is impacted, but the network and servers are still functioning.
P2: Medium (Sev 3)	The reported issue may restrict the use of one or more features of the application, system or network, but the business or financial impact is not severe.
P3: Low (Sev 4)	The reported anomaly does not substantially restrict the use of one or more features of the application, system, network or device to perform necessary business functions.