

AT&T Cloud Architect SLA Policy

Service Level Agreements (SLAs) and Credits: AT&T has established performance objectives for the Service. While AT&T does not guarantee the performance objectives, AT&T will provide credits to an eligible Customer when a performance objective is not met. If an SLA states that a Customer is eligible for an SLA credit, this means that the Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein. SLA credits will be issued to the Customer account and shall only be used to offset future billable services. SLA credits shall not be issued as cash to the Customer nor shall the service credits be transferable to other account holders. SLA credits shall expire if Customer's account is fully terminated. Where applicable, SLA credits for Hourly Services will be calculated and applied based on the same monthly calculation used for the month-to-month contracts.

SLA Credit Claim: To be eligible to claim an SLA credit due, the Customer's master administrative user must open an SLA ticket located inside the Customer portal within seven ("7") days of the claimed outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs, if applicable. If verified by AT&T, any credit will be issued as service credits on future billing cycles. SLA credits only apply to the customer account identified in the SLA ticket. The maximum amount of SLA credit that may be used for any particular month cannot exceed the total monthly service fee amount for such month.

SLA Claim Fault: Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in payment arrears three ("3") or more times in the previous twelve ("12") months do not qualify for SLA claims.

Exclusions: Customer is not eligible to receive an SLA credit for and AT&T is not responsible for failure to meet a performance objective due to: (i) negligent conduct or misuse by Customer or Users of the Service; (ii) Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair; service interruptions, deficiencies, degradations or delays; (iii) failure of code or software managed and/or written by the Customer or a third party vendor for Customer; (iv) during any period when AT&T or its agent are not afforded access to Customer equipment or when AT&T or its agent is prevented from implementing software patches or upgrades necessary for AT&T to provide Service; (v) application failures

caused by the Customer disrupting or adversely impacting the Service or failing to respond to alerts as agreed or creating false alerts; (vi) removal of service component from service for maintenance, replacement, or rearrangement purpose or for the implementation of a Customer order; (vii) Customer's refusal to allow AT&T to perform maintenance deemed necessary to maintain the Service, whether scheduled or emergency; (ix) or force majeure conditions. If the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Customer may receive credits for an affected Service in a given month totaling no more than the total Monthly Charges for the Service that month. SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service subject to the SLA.

Public Network: The performance objective for Public Network services is one hundred percent ("100%") uptime. If AT&T does not meet this performance objective, for each continuous, uninterrupted thirty ("30") minute interval of Public Network service downtime that Customer experiences during an applicable month, Customer is eligible to receive an SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Public Network service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment Public Network or other service-related downtimes to satisfy such downtime requirement.

Private Network: The performance objective for Private Network services is one hundred percent ("100%") uptime. If AT&T does not meet this performance objective, for each continuous, uninterrupted thirty ("30") minute interval of Private Network service downtime that Customer experiences during an applicable month, Customer is eligible to receive an SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Private Network service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment Private Network or other service-related downtimes to satisfy such downtime requirement.

Customer Portal: The performance objective for online customer management portal is one hundred percent ("100%") uptime. If AT&T does not meet this

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performance objective, for each continuous, uninterrupted thirty ("30") minute interval of the online customer management portal downtime that Customer experiences during an applicable month, Customer is eligible to receive an SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Online customer management portal downtime of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment with other service-related downtimes to satisfy such downtime requirement.

Redundant Infrastructure: The performance objective for redundant infrastructure is one hundred percent ("100%") uptime on the power and HVAC services to Customers located in a qualifying data center. If AT&T does not meet this performance objective, for each continuous, uninterrupted thirty ("30") minute interval of downtime in the power and HVAC services to Customer when located in a qualifying data center that Customer experiences during an applicable month, Customer is eligible to receive an SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Power and HVAC downtime of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment with other service-related downtimes to satisfy such downtime requirement.

Hardware Replacement: The performance objective for replacement of failed hardware and hardware components located within our data centers is replacement of failed hardware component within two ("2") hours of Customer notification in the trouble ticketing system. Replacement of failed hardware does not include time required to reload the operating system or applications. If AT&T does not meet this performance objective, Customer is eligible for SLA credit equal to the service charge for installation of the Replacement Hardware multiplied by the SLA Credit Percentage described in the Hardware Replacement Service Level Credit Table.

Hardware Replacement Service Level Credit Table	
Replacement Objective	SLA Credit Percentage
2 hours or less	None
2.1 to 6 hours	20%
6.1 to 10 hours	40%
10.1 to 14 hours	60%
14.1 to 18 hours	80%
18 hours +	100%

Hardware Upgrades: The performance objective for hardware component upgrades to hardware located within our data centers is completion of the hardware upgrade within two ("2") hours of the scheduled hardware upgrade maintenance windows. Hardware upgrades must be scheduled and confirmed in advance through the online ticketing system. If AT&T does not meet this performance objective, Customer is eligible for SLA credit equal to the service charge for installation of the upgraded Hardware component multiplied by the SLA Credit Percentage described in the Hardware Upgrade Service Level Credit Table. Extended hardware installation times from initial upgrade commencement shall result in SLA credits for the recurring fee associated with the hardware upgrade.

Hardware Upgrade Service Level Credit Table	
Upgrade Objective	SLA Credit Percentage
2 hours or less	None
2.1 to 6 hours	20%
6.1 to 10 hours	40%
10.1 to 14 hours	60%
14.1 to 18 hours	80%
18 hours +	100%