NTT DATA Service Description

NTT DATA Managed Services for Microsoft Azure Backup

Introduction

NTT DATA is pleased to provide NTT DATA Managed Services for Microsoft Azure Backup (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. Portal is available at https://dell.vistarait.com/

The Scope of This Service

NTT DATA Managed Services for Microsoft Azure Backup are designed to provide ongoing backup support, management, and maintenance of Azure Backup. This Service includes continuous monitoring, job failure support, troubleshooting issues, and restorations. This Service Description describes the Service being provided to you ("Customer" or "you").

NTT DATA Managed Services for Microsoft Azure Backup offers two service coverage levels:

- Lite
- Premium

This section presents a combined view on the solution features that are included under each different service coverage level.

NTT DATA has created a pre-defined packaged scope for each coverage level. NTT DATA has standardized the following deployment models with this Service Description:

1) NTT DATA Managed Services for Microsoft Azure Backup Lite - Azure Backup only for file and folder with data sync directly to Azure backup vault
2) NTT DATA Managed Services for Microsoft Azure Backup Premium - Azure Backup with Microsoft Azure Backup Server (MABS) (Disk to Disk to Cloud)

NTT DATA supports the following infrastructures in all deployment scenarios:

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

Below is an outline of activities that includes differences between coverage levels.

	Lite	Premium
Portal access	✓	✓
Dedicated Project Manager	✓	✓
NTT DATA service desk	✓	✓
24x7 monitoring, alert filtering and prioritization of incidents from NTT DATA support center (ISO27001 certified)	✓	✓
Troubleshooting & full remediation of Azure backup job issues, as well as success validation for the next scheduled backup	✓	✓
Azure support escalation and coordination as required	✓	✓
Backup test restorations (file and/or folder) – quarterly	✓	✓
File & folder restorations as required (max of 2 monthly restores)	✓	✓
15 minute response SLA for Severity 1 priority		✓
Root cause analysis of repeat job failures		✓
Backup restorations (bare metal restorations (BMR), and/or application backup) [max of 2 monthly restores]		✓
Up to 2 change requests per quarter		✓

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 (SaaS) solution that delivers IT operations lifecycle management capabilities that spans public and private cloud infrastructure, as well as application elements.

It includes the following features: solution monitoring, management, service tickets, session recordings, remote console, executive dashboard, 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

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

- Validate backup jobs for failures and resolve issues
- Monitor cloud data transfer failures: check offsite data transfer logs and reinitiate transfer. For Premium subscribers, this includes bandwidth throttling adjustments for faster transfer
- Validate data inconsistency on the local and Azure storage and run consistency checks to resolve issues
- Restoration and failover scenarios as described in sections below
- If problem involves a 3rd party vendor (excluding line of business app vendors such as QuickBooks, Sage and others) for any issues with configuration for applications and operating systems, then NTT DATA will contact vendor technical support for further troubleshooting and full remediation.
- Root cause analysis of P0: Critical (Sev 1) incidents (as defined in Appendix A) are performed to identify underlying problem
- If an incident is raised by Customer, then an Azure specialist will investigate within the predefined SLA and troubleshoot as applicable.
- If a remediation activity is performed, it is logged into the ticketing system in the Portal. The incident ticket is updated with its complete chronology as well as steps taken to resolve the incident.

- Quarterly assessment of Azure environment and providing recommendations to optimize backup

Azure Backup Test Restorations

NTT DATA will do test restorations of files and folders once per quarter, during a scheduled timeslot. NTT DATA will verify integrity of backups as well as time taken to restore. Test restores can be performed only if sufficient disk space and required infrastructure are provided. Test restores will not be performed on all scenarios, but only on NTT DATA pre-approved test cases.

Pre-approved test cases:

- Restore from a file/folder to the same machine from which backups were taken
- Restore from the latest recovery point of file/folder backup to an alternate machine
- Restore from the previous backup version to the latest recovery point of file/folder backup to same machine

NTT DATA deliverables:

- An incident ticket will be created for each restore test; the results will be updated in the respective ticket
- If any issue develops during a backup test restoration, 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)
- Chronology of steps taken to perform test restores and issue resolution, if any, will be updated in an incident ticket for review by Customer

Azure Backup Restorations

Customers can create a request to restore file, folder, bare metal restorations (BMR), and/or application backup to a specified target server (up to two restores are included per month). NTT DATA will classify these requests as P1: High (Sev 2) and will execute steps to restore required files based on Service Level Agreements (SLAs) specified in Appendix A.

Customer Visibility and Auditability

All remote activities performed through the NTT DATA Cloud 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 who subscribe to the Premium service can create change requests of the existing configuration for the following scenarios:

- Add a replaced server to the backup configuration. Backup configurations and data selections remain unchanged.
- Change in the schedules or add drives/application to the backup 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 Service Level Agreements (SLAs) specified in Appendix A.

Onboarding Backup Infrastructure to the Services

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

- Stage-1: Process order
    - o Signed order processing
    - o Credit approval
- Stage-2: Onboard Customer's Azure Backup instance(s) and applicable on-premise infrastructure to NTT DATA Managed Services for Microsoft Azure Backup
    - o Data Collection Form Completion
    - o Data & access validation
    - o Technical onboarding
    - o 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 of the required information and appropriate access to the infrastructure.

Onboarding to NTT DATA Managed Services for Microsoft Azure Backup is tracked through an incident management system. Confirmation to start onboarding is sent by NTT DATA to the Customer once an Azure onboarding specialist is assigned to the ticket. NTT DATA will start validation of the onboarding process and update the ticket to indicate any missing information (if any) within one business day. Status is updated in a respective ticket, which will trigger an email notification to the designated Customer point of contact. The ticket is updated with progress steps, as well as when additional information is required.

Customer Responsibilities

Customer is responsible for completing the Data Collection Document that NTT DATA provides the Customer. The following are examples of information captured in the form which are necessary to implement services:

- Administrator privileges for applicable applications and programs related to the services defined within this Service Description. (If the Azure subscription was provisioned as part of this offer, this will be completed by NTT DATA).

- Remote access details to Customer's infrastructure
- Network and internet service provider information
- Point(s) of contact for notifications and escalations

If Customer also purchased NTT DATA Azure Backup Setup Services, NTT DATA will prefill the Data Collection Form on the Customer's behalf.

Customer also has the following responsibilities during the course of the Services:

- Customer should have valid maintenance or technical contracts from appropriate vendor 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.
- SLAs involving 3rd party hardware and software providers are as per technical support contract with vendor. Customer must authorize NTT DATA to act on their behalf when coordinating with the vendor's support organization, should the need arise.
- All software and cloud licensing is the Customer's responsibility.

Assumptions

NTT DATA makes the following assumptions:

- Customer is aware of Azure Backup subscription costs for instances, as well as storage
- 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
- All backup configurations are supported by Azure Backup and the solution is set up properly for service 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.

- For monitoring
    - o Customizations to monitoring templates are subject to review and acceptance
- For test of backup restorations
    - o Application backup test restorations
    - o Bare-metal restore backup
- For 3rd party vendor escalations
    - o Line of business app vendors such as QuickBooks, Sage and others
    - o Full hardware vendor management
- For software and hardware licenses
    - o All license management is the responsibility of the Customer
- For network & VPN connectivity
    - o Monitoring and management of network and VPN cloud connectivity

- Service requests (SRs) that originate outside the scope of disruption of services are excluded. Examples of such SRs are:
  - o New backup server deployment, provisioning, new configurations and migrations
  - o New architecture/design/re-design of backup management
  - o Backup 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.

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 "Lite" service coverage level

Priority	Response SLA	Customer Notification	Resolution SLA[*]	Measured
P0: Critical (Sev 1)	30 Min	Call within 30 min	85% of the cases resolved in 8 hours	Quarterly
P1: High (Sev 2)	4 Hours	E-mail sent and Ticket updated within 4 hours	85% of the cases resolved in 48 hours	Quarterly
P2: Medium (Sev 3)	8 Hours	E-mail sent and Ticket updated within 8 hours	85% of the cases resolved in 96 hours	Quarterly
P3: Low (Sev 4)	12 Hours	E-mail sent and Ticket updated within 12 hours	85% of the cases resolved in 240 hours	Quarterly

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

SLAs for "Premium" service coverage level

Priority	Response SLA	Customer Notification	Resolution SLA[**]	Measured
P0: Critical (Sev 1)	15 Min	Call within 30 min	85% of the cases resolved in 4 hours	Quarterly
P1: High (Sev 2)	2 Hours	E-mail sent and Ticket updated within 4 hours	85% of the cases resolved in 24 hours	Quarterly
P2: Medium (Sev 3)	4 Hours	E-mail sent and Ticket updated within 8 hours	85% of the cases resolved in 48 hours	Quarterly
P3: Low (Sev 4)	8 Hours	E-mail sent and Ticket updated within 12 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 calls will be made by NetEnrich to the designated IT contact.
P1: High (Sev 2)	The reported issue may severely restrict use of an application, system, or device in the network. This could mean that a single department is impacted but the overall network and servers are functioning.
P2: Medium (Sev 3)	The reported issue may restrict the use of one or more features of the application, system, network or device, but the business or financial impact is not severe.
P3: Low (Sev 4)	The reported anomaly in the system does not substantially restrict the use of one or more features of the application, system, network or device to perform necessary business functions.

Priority based escalations

Priority	Phone	Ticket	E-mail
P0: Critical (Sev 1)	✓	✓	✓
P1: High (Sev 2)		✓	✓
P2: Medium (Sev 3)		✓	✓
P3: Low (Sev 4)		✓	✓