

KDDI America Managed SD-WAN Service Agreement

for

Cisco Viptela

This KDDI America Managed SD-WAN Service Agreement for Cisco Viptela (the "Agreement") is entered into by and between the Customer (as defined hereinafter) and KDDI America, Inc., a corporation organized under the laws of the state of New York, with offices located at 7 Teleport Dr, Staten Island, NY 10311 ("KDDI"), who will provide the software-defined cloud networking service (the "Service(s)") to the Customer.

This Agreement sets forth the terms and conditions under which the Service will be provided to Customer. "Customer" as used herein, means the person, firm or corporate entity which executes an Application for Service, for purposes of ordering and/or using the Services, including but not limited to paying the charges for the Services and/or complying with the general terms and conditions of this Agreement.

WHEREAS, KDDI has the rights to provide Managed SD-WAN services (the "Service(s)") to Customer, within the United States, to use the Services via (1) a network of gateways running proprietary gateway software and controller software deployed at network and cloud data centers, (2) proprietary edge devices installed at Customer branch, HQ and/or datacenter locations, and/or (3) a proprietary network-connected orchestrator for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

WHEREAS, Customer desire to purchase the Service from KDDI, and KDDI is willing to sell to Customer the Services, as per the terms and conditions set forth in this Agreement.

NOW THEREFORE, KDDI and Customer, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

1. Entire Agreement.

This Agreement, together with all ordering documents, including but not limited to an Application for Service, referencing this Agreement and entered into and validly executed between KDDI and Customer (each, an "Application"), and any other documents incorporated by reference herein, constitute the entire agreement between KDDI and Customer relating to Customer's purchase of subscription(s) to use the Service and to use edge devices and any other hardware products or appliances provided to Customer for use in connection with the Service, as detailed in each applicable Application (the "Equipment"). Additionally, Customer hereby acknowledges and agrees that the terms and conditions of the Master Agreement Applicable to System Integration Services, as available at

http://us.kddi.com/master_agreements/ (the "Master Agreement"), and as revised by KDDI from time to time, shall apply to any applicable system integration services that are provided as part of the Services and is by this reference made a part of this Agreement. If there is any conflict, inconsistency or incompatibility between the terms and conditions of this Agreement, the Master Agreement and/or an Application, then the order of precedence, (1) being the highest precedence and (3) being the lowest precedence, is as follows:

- (1) The "Application," including any of its written amendments; then
- (2) This "Agreement," including any of its written amendments; then
- (3) The "Master Agreement," including any of its written amendments.

Customer may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose whatsoever.

2. Delivery; Subscription Start Date.

All deliveries of Equipment are FCA KDDI's facility. Delivery dates are estimates only and are not of the essence. The start date of Customer's subscription to the Service shall be the earlier of (i) the date of activation of the Service or (ii) the date that is 10 days after the date of delivery by KDDI of the Equipment associated with the subscription.

3. Invoicing, Payments and Taxes.

Customer agrees to pay the prices for the Service as set forth in the Application, together with shipping charges (if applicable) and any taxes, duties, excises and other charges, including VAT, due in connection with the sale, installation, provisioning or use of the Service. Payment is due thirty (30) days from the date of the invoice. All payments are to be made in U.S. dollars. In the event of late payment, KDDI may charge Customer interest on the unpaid amount at the rate of 1.5% per month or the maximum amount permitted under applicable law, whichever is less; and Customer agree to pay KDDI's collection costs and expenses, including reasonable attorney fees. KDDI reserves the right to change the price for the Service at any time with effect thirty (30) days after publication or notice to Customer for Service purchased after such date (for clarity, rates for term-based Service that have already been purchased will not increase during the purchased term thereof).

4. Cancellation Policy.

ALL EXECUTED APPLICATIONS ARE NON-CANCELLABLE AND ALL AMOUNTS PAID ARE NONREFUNDABLE.

5. Use of Service and Equipment.

Customer agrees to abide by any terms of use for the Services, as published by KDDI from time to time. Customer may install and use the Equipment solely for the purposes of accessing and using the Service during the subscription period purchased by Customer. Customer agree not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which Customer have subscribed. Customer agree not to use the Equipment with any unsupported hardware or software (as described in the applicable documentation provided by KDDI); or use the Service other than as described in the documentation provided therewith; or use the Service for any unlawful purpose.

6. No Life Support.

The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by Customer is fully at Customer's own risk, and Customer shall indemnify and hold KDDI from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorneys' fees).

7. Maintenance of Equipment; Ownership & Protection of Equipment; Return of Equipment Upon Expiration; Customer Responsibilities, and End of Life.

a) Monitoring: KDDI shall monitor the Equipment, remotely, 24 hours a day, 7 days per week, by transmitting a ping via Customer's network to the Equipment. Should the ping fail, KDDI shall recognize same as trouble and shall notify Customer; nevertheless KDDI shall commence the trouble isolation/shooting immediately upon detecting same. Additionally, and in order for KDDI to properly perform the Services, Customer shall allow KDDI to designate the WAN IP address for each of the Equipments for the purpose of ping monitoring.

b) Trouble Isolation/Shooting: KDDI shall check the Equipments' status remotely, and if necessary shall attempt to reboot same, 24 hours a day, 7day per week, should that fail, Customer shall assist KDDI in rebooting the Equipments manually.

c) Full ownership of the Equipment shall at all times remain in KDDI. Customer may not sell, lease, abandon, or give away the Equipment; allow anyone other than KDDI or its agents to service the Equipment; or permit any other person to use the Equipment, other than on Customer's behalf in connection with Customer's use of the Service. Customer will be directly responsible for loss of the Equipment. Upon expiration or termination of this Agreement, Customer must return the Equipment to KDDI in the same condition as when delivered to Customer, reasonable wear and tear excepted; and if KDDI has not received the Equipment in such condition within 10 days thereafter, Customer will be

deemed to have purchased the Equipment at KDDI's list price, and will pay KDDI upon invoice as provided in Section 3 above.

d) Customer's Responsibilities: Customer will provide a safe and hazard-free environment for KDDI personnel (including its subcontractors) to enter and work at all sites. If hazardous materials or other unsafe or unlawful conditions are discovered at such locations, KDDI may cease performance of affected Services. Customer will provide KDDI access to its facilities reasonably required by KDDI to perform the Services.

Customer shall be solely responsible for implementing security procedures necessary to limit access to the Services and/or Customer data, files, or programs to Customer's authorized users and shall maintain a procedure external to the Services (including without limitation KDDI's Equipments) for reconstruction of lost or altered files, data or programs.

If Customer intends to make any change(s) that may affect KDDI's ability to provide the Services, such as changes to its computing platform, protocols or its operating system software, Customer must provide prior written notice of same, whenever possible, to KDDI, and should any problems arise due to same, Customer shall be responsible for any charges assessed to resolve the problem.

In addition, should Customer request reconfigurations, these shall be provided at an additional cost.

KDDI shall remotely maintain the Equipments in good repair; nevertheless, Customer shall be responsible for any repair and/or replacement of the Equipments which may be necessary because of Customer's negligence, acts, omissions, malfeasance and/or misfeasance. In addition, it shall be Customer's obligation hereunder to maintain the Equipments in good appearance, condition, other than normal wear and tear, and in an adequate work environment. All parts furnished in connection with such repair and/or replacement shall be manufacturer-authorized parts and shall immediately become components of the Equipments and the property of KDDI. Customer shall not substitute any parts, slots, components or attempt to reconfigure the Equipments, and Customer shall use the Equipments in compliance with the manufacturer's or Supplier's suggested guidelines.

Notwithstanding anything contained herein to the contrary, Customer shall at its own expense install and maintain during the term of this Agreement any cable and smart jack which may be required and/or connected to the Equipments. Upon receipt of a service call from Customer and/or should KDDI determine that there is a problem with the Equipments, Customer shall perform the following procedures: a) Check the status of the Equipment's in order to determine the specific malfunction; b) Customer shall attempt to restart the Equipments; c) If necessary, Customer shall assist KDDI with the remote access maintenance; and d) If necessary Customer shall activate the Equipments, provided by KDDI, and Customer shall connect all associated cables.

Any matters relating to any of the following, are the sole responsibility of the Customer: 1) IOS bugs; 2) responses to any kind of Security Advisory; 3) any kind of virus related issues; 4) and/or any other related matters. Therefore any matters related to the above noted matters, including but not limited to administration of technical information, IOS Routers information, Router hardware, bug information and/or security information, are all excluded from the Services and are out of scope of this Agreement.

Effective upon shipment of Equipments to Customer and until Equipments are returned to and received by KDDI, Customer shall provide at its expense (i) insurance against the loss or theft or damage to the

Equipments for the full replacement value, and (ii) insurance against public liability and property damage. Customer shall provide a certificate of insurance that such coverage is in effect, upon request by KDDI, naming KDDI as loss payee and/or additional insured as may be required. Customer shall bear the entire risk of loss, theft, destruction of or damage to any item of Equipments. No loss or damage shall relieve Customer of the obligation to pay for the Services or any other obligation hereunder. In the event of loss or damage, Customer shall promptly notify KDDI and shall, at KDDI's option, (i) place the Equipments in good condition and repair, or (ii) replace the Equipments with lien-free Equipments of the same model, type and configuration in which case this Agreement shall continue in full force and effect and clear title in such Equipments shall automatically vest in KDDI, or (iii) pay KDDI the present value of remaining Rent plus a buyout price.

(e) End of Life: All Equipment and/or Services will reach their end of their product life cycle for a number of reasons. These reasons include market demands, technology innovation and development driving changes, or the products and services simply mature over time and are replaced by functionally richer technology. While this is an established part of the overall product life cycle, KDDI and Customer recognize that end-of-life (EOL) milestones often prompt companies to review the way in which such milestones impact the Equipment and Services in their networks. With that in mind, Customer hereby acknowledges and agrees to abide by the applicable terms and conditions noted in the following Cisco's End of Product Lifecycle URL, as updated by Cisco from time to time via:

<https://www.cisco.com/c/en/us/products/eos-eol-policy.html>

The aforementioned Cisco's End of Life Policy ("Policy") applies to the Equipment and Services supplied by KDDI to Customer, pursuant to this Agreement, including but not limited to hardware, software and other services, including but not limited to subscriptions, and offers that combine any of the foregoing such as the Services. The purpose of that Policy is to document the requirements for the End of Life (EOL) for all KDDI provided Cisco hardware, software, including subscriptions, and Services.

Furthermore, and notwithstanding anything contained herein to the contrary, the Customer hereby acknowledges and agrees to be liable for and pay for any and all actions/services required to be performed by KDDI, as they relate to the Equipment's and/or Service's EOL, which are necessitated as a result of Cisco's EOL announcement, such actions/services will be billed to Customer as an additional and separate charge, including but not limited to onsite visits for KAM's engineers to replace Equipment and/or to perform software version-upgrades, remotely or otherwise.

8. Right to Audit; Use of Data.

Customer grant KDDI the right to audit Customer's use of the Service, in order to confirm compliance with this Agreement and other agreements Customer have with KDDI. Customer acknowledge and agree that KDDI may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the Service.

9. Changes.

Customer acknowledges that KDDI may change the Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its sole discretion at any time

it chooses. Such change may interrupt Customer's use of the Service. The Customer hereby acknowledges that upgrades may be necessary, from time to time, and that some upgrades will only be performed if the Customer agrees to pay for all related costs. Notwithstanding anything contained herein to the contrary, if the upgrade and/or its implementation requires a service fee and/or any additional costs, then KDDI will provide prior notice to Customer, and the upgrade shall not be performed unless and until the Customer approves it and agrees to pay for such all related costs.

Further, the Customer hereby acknowledges that KDDI may perform upgrades which are free of cost including but not limited to the Cisco SD-WAN network management software hosted in the Cisco Cloud, which are vSmart, vManage, vBond and vAnalytics. Customer acknowledges that the GUI (Graphical User Interface) may change as a result of this upgrade.

10. Proprietary Rights.

Except as explicitly set forth in this Agreement, Customer do not acquire any rights in or license to any component of the Service, or any KDDI's or its supplier's(s) ("Supplier") intellectual property rights. Customer shall not, and shall not encourage any third party to: (a) modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Equipment), except to the extent that such activities are required to be permitted under applicable law; or (b) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of KDDI or Supplier affixed or contained on or within any Equipment. Without limiting the foregoing, any software provided to Customer or made available for Customer's use, including but not limited to any software embedded in the Equipment or used in any Service ("Software") is licensed only, is subject to any license agreement provided therewith, and KDDI or Supplier retain title in all copies of the Software, and Customer do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof. KDDI or Supplier reserve all rights not expressly granted by this Agreement.

11. Confidential Information.

Customer agrees to treat any confidential information regarding the Services and any other information provided to Customer by KDDI that would reasonably be understood to be confidential (collectively the "Confidential Information") as strictly confidential, exercising a degree of care not less than reasonable care, and use such Confidential Information only for the purposes of using the Services as permitted hereunder. Customer shall restrict disclosure of Confidential Information solely to its directors, officers, employees, agents, and consultants and only if they have a need to know and have executed a confidentiality agreement, stating that they will not disclose it to any other person.

12. Limited Warranty.

KDDI warrants to Customer that the Equipment shall be free from defects in material and workmanship (the "Exclusive Warranty") during Customer's usage of the Service. With respect to the Equipment, the Exclusive Warranty shall apply only to the extent it has been installed, used and maintained in the

conditions specified by KDDI or, in absence thereof, at least in conditions consistent with generally accepted practices for this type of product; and not been subject to any unauthorized modification or repair or attempts thereto; and not been connected to or used in combination with other incompatible equipment or systems. If any Equipment fails to meet the Exclusive Warranty, then upon Customer's written request and pursuant to any warranty procedure published by KDDI, KDDI shall, at their sole options and expenses, promptly either repair or replace the Equipment in question. The remedies specified in this Section shall constitute CUSTOMER'S sole and exclusive remedy and KDDI's sole and exclusive liability for EQUIPMENT and KDDI's breach of the Exclusive Warranty hereunder.

KDDI MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND KDDI EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES WHICH MAY BE IMPLIED OR OTHERWISE CREATED BY OPERATION OF LAW INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION, AND MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

13. Claim.

Customer shall give prompt, written notice to KDDI of any claim, suit or proceeding brought against Customer by any third party for infringement or misappropriation of a valid U.S. patent, copyright or trade secret by the Equipment ("Claim"). In the event of such Claim, the parties shall immediately mutually consult on the course of action to be taken. After its consultation, KDDI will, to the extent it considers necessary, take all appropriate actions, provided that Customer render all reasonable assistance in connection with such actions, including but not limited to allowing KDDI or Supplier the sole and discretionary right to defend against or settle such Claims. If KDDI becomes aware of a Claim, KDDI may, in its sole discretion, obtain the right for Customer to continue to use the Equipment, modify the Equipment so that it is no longer infringing or misappropriating, or accept return of Equipment from Customer and refund to Customer a pro rata amount paid for the Service. KDDI shall have no liability for any Claim resulting from: (i) use or combination of the Equipment with any other incompatible goods or services; or (ii) any modification or alteration of Equipment, where such Claim would not have arisen except for such use, combination, modification or alteration. The foregoing expresses Customer's sole remedy, and KDDI's sole liability, for any Claim.

14. LIMITATION OF LIABILITY.

(A) IN NO EVENT SHALL KDDI BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT KDDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(B) IN NO EVENT SHALL KDDI'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY APPLICATION OR SERVICE OR THIS AGREEMENT EXCEED, AND CUSTOMER RELEASES ALL CLAIMS AGAINST KDDI (AND ANY OF KDDI'S LIABILITY) IN EXCESS OF, THE AMOUNTS PAID BY CUSTOMER TO KDDI IN RELATION TO THE SERVICE IN CONNECTION WITH WHICH THE LIABILITY

ARISES. THE EXISTENCE OF ONE OR MORE SUCH CLAIMS SHALL NOT RAISE OR EXTEND THIS LIMIT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

15. Supplier as Beneficiary

THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE LIMITED WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, ARE EXPRESSLY INTENDED TO INNURE TO THE BENEFIT OF KDDI'S SUPPLIER, AND SUCH SUPPLIER SHALL BE A THIRD PARTY BENEFICIARY TO SUCH TERMS.

16. Export.

Customer shall comply with all applicable export laws and all applicable restrictions and regulations of any agency or authority, and shall not export, nor permit the export or re-export of any confidential or proprietary information or the Equipment in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, to any country to which such export laws, restrictions and regulations prohibit exportation.

17. Governing Law; Arbitration.

The parties agree that this Agreement shall be construed and regulated under and by the laws of the State of New York, without giving effect to provisions related to choice of laws or conflict of laws. Any and all disputes between the parties arising out of or related to this Agreement and/or any Application shall be settled by binding arbitration, in accordance with the Rules & Regulations of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The location of any such arbitration shall be New York, New York, and any of such disputes, other than claims arising out of non-payment by Customer, shall be brought within one (1) year after the accrual of the dispute.

18. Term and Termination.

The term of this Agreement shall be the period for which the Customer has purchased the Service, beginning on the Service start date, determined as set forth above. KDDI may terminate this Agreement with immediate effect upon notice to Customer if any of the following occurs: (i) a petition in bankruptcy is filed by or against Customer, Customer are declared bankrupt, or proceedings are initiated by or against Customer seeking appointment of a receiver, reorganization, liquidation, dissolution, or other similar relief, or (ii) Customer materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof, provided, however, that no cure period shall apply to Customer's failure to make timely payments hereunder. In the event of any of the foregoing, KDDI shall be entitled, without prejudice to any other remedies, to terminate Customer's use of the Service without being in breach of this Agreement. Upon expiration or termination, all terms, conditions and provisions herein which by their nature should survive expiration or termination of this Agreement shall

so survive, including without limitation the foregoing Sections 8 (Right to Audit; Use of Data), 10 (Proprietary Rights), 11 (Confidential Information), 12 (Limited Warranty), 13 (Claim), 14 (LIMITATION OF LIABILITY), 15 (Supplier as Beneficiary), 16 (Export), and 17 (Governing Law; Arbitration).

Notwithstanding anything in this Agreement or any Application for Service to the contrary, if the Customer terminates this Agreement and/or any Application for Service then Customer shall pay all accrued and unpaid charges incurred by Customer through the termination date and all disconnection, early cancellation and termination charges reasonably incurred and paid to third parties by KDDI on behalf of Customer. In addition to the foregoing, if Customer terminates this Agreement and/or any Application for Service (or any portion thereof), for any reason whatsoever, prior to the expiration of the of this Agreement and/or said Application for Service, then Customer will pay to KDDI the following sums which shall become due and owing as of the effective date of such termination: all charges reasonably expended by KDDI to establish service to Customer; all disconnection, early cancellation and termination charges reasonably incurred and paid to third parties by KDDI on behalf of Customer; and a total of one hundred (100) percent of all non-recurring charges and all recurring service charges for the remainder of the term of the applicable Application for Service.

19. Force Majeure.

Other than for any payment obligations hereunder, neither party shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to events beyond the reasonable control of such party, including without limitation acts of God or of public enemy (collectively, "Force Majeure"). In the case of a Force Majeure event, the affected party's performance is excused for a period equal to the time lost by reason of Force Majeure.

20. Assignment.

Customer may not, without prior written consent of KDDI, assign or otherwise transfer to a third party this Agreement, except to an entity that acquires all or substantially all of Customer's business or assets, and then only upon obtaining KDDI's written consent. This Agreement shall be binding and shall inure to the benefit of the permitted legal successors of either party hereto.

21. Miscellaneous.

Failure by either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Appendix: Service Level Agreement

KDDI will provide this Service Level Agreement solely for the Control Plane (vSmart) and the Management Plane (vManage and vBond). These are the Cisco SD-WAN network management software hosted in the Cisco cloud (collectively hereinafter referred to as the “Cloud Service”).

KDDI will deliver the Cloud Service so that it meets or exceeds the Service Levels in this Service Level Agreement (“SLA”). Subject to the terms of this SLA, Customer will be entitled to Service Credits for KDDI’s failure to achieve the Service Levels noted below.

Service Levels	Control Plane (vSmart)	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
	Management Plane (vManage and vBond)	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
Measurement Period	Customer is only eligible to receive a Service Credit if the term of the Customer’s right to use the Cloud Service is one calendar month or greater.	
Service Level Calculation and Related Definitions	<p>“Availability Percentage” will be calculated as follows, converted to a percentage:</p> $\frac{\text{Total Service Time} - \text{Total Qualifying Outage Time}}{\text{Total Service Time}}$ <p>Total Service Time” equals the total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).</p> <p>“Qualifying Outage” means an outage that results in a loss of the Core Services and is not excused under Section 5.3 of this SLA.</p> <p>“Core Services” means the following specific service capabilities and excludes the vAnalytics feature and the Cisco SD-WAN Self Service Portal:</p> <ul style="list-style-type: none"> • “Control Plane” builds and maintains the network topography and makes decisions on where the traffic flows. • “Management Plane” is responsible for central configuration and monitoring. <p>“Total Qualifying Outage Time” equals the aggregate sum of the downtime attributable to all Qualifying Outages during the Measurement Period.</p> <p>For the purposes of calculating Total Qualifying Outage Time, each Qualifying Outage will (i) commence upon KDDI’s logging an incident ticket upon Customer’s notice to KDDI of the outage with sufficient information for KDDI to confirm the outage and (ii) ends when the affected Core Services is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.</p>	
Service Credit	If KDDI fails to meet the relevant Service Levels for a given Measurement Period, KDDI will issue a credit in accordance with the table below (“Service Credit”). The aggregate maximum Service Credit issued by KDDI to in a single Measurement Period will not exceed 15 days, whether the Service Credit relates to falling below Control Plane Availability Percentage, Management Plan Availability Percentage, or both. Service Credits may not be exchanged for, or converted into, monetary amounts.	

	<table border="1"> <tr> <td>If the Control Plane Availability Percentage is:</td> <td>Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:</td> </tr> <tr> <td><99.99% and ≥ 99.9%</td> <td>3 days</td> </tr> <tr> <td><99.9% and ≥ 99.0%</td> <td>7 days</td> </tr> <tr> <td><99.0%</td> <td>15 days</td> </tr> </table>	If the Control Plane Availability Percentage is:	Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:	<99.99% and ≥ 99.9%	3 days	<99.9% and ≥ 99.0%	7 days	<99.0%	15 days
	If the Control Plane Availability Percentage is:	Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:							
	<99.99% and ≥ 99.9%	3 days							
	<99.9% and ≥ 99.0%	7 days							
	<99.0%	15 days							
	<table border="1"> <tr> <td>If the Management Plane Availability Percentage is:</td> <td>Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:</td> </tr> <tr> <td><99.99% and ≥ 99.9%</td> <td>3 days</td> </tr> <tr> <td><99.9% and ≥ 99.0%</td> <td>7 days</td> </tr> <tr> <td><99.0%</td> <td>15 days</td> </tr> </table>	If the Management Plane Availability Percentage is:	Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:	<99.99% and ≥ 99.9%	3 days	<99.9% and ≥ 99.0%	7 days	<99.0%	15 days
	If the Management Plane Availability Percentage is:	Customer may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:							
<99.99% and ≥ 99.9%	3 days								
<99.9% and ≥ 99.0%	7 days								
<99.0%	15 days								
Service Level Calculation Example	<p>For example, if during a 31-day month, two (2) Qualifying Outages occur—one Qualifying Outage lasting 60 minutes and another Qualifying Outage lasting 11 minutes—then the Service Level for Management Plane will be calculated as described below:</p> <p>Total Service Time = * 31 (days in Measurement Period) * 24 hours * 60 minutes = 44,640 minutes</p> <p>Total Qualifying Outage Time = 60 + 11 = 71 minutes</p> <p>Availability Percentage = $(44,640 - 71) / 44,640 * 100 = 99.8\%$</p> <p>In this example, the Service Credit payable to Customer, if requested, would be an amount equal to 7 days added to the end of the then-current term.</p>								

Notice and Limitations

- (a) No Service Credits will be payable during the first Measurement Period.
- (b) In order to receive a Service Credit, Customer must notify KDDI in writing within thirty (30) days from the date of the Qualifying Outage. If Customer fails to comply with this requirement, Customer will forfeit the Customer’s right to receive a Service Credit.

Exceptions

Any failure by KDDI to achieve the Service Levels will be excused if caused by:

- (a) Time associated with scheduled maintenance or emergency maintenance windows;
- (b) Factors outside of KDDI’s control or outside the scope of the Cloud Service, such as inadequate bandwidth or network failures in Customer’s data center, or between Customer’s data center and KDDI’s data center;

- (c) External integrations (including those created using Cisco APIs) or third-party software or services;
- (d) Beta or trial versions of a Cloud Service;
- (e) Customer's failure to adhere to any required configurations or supported platforms, follow policies for acceptable use, or Customers use of the Cloud Service in a manner inconsistent;
- (f) Any events or factors considered Force Majeure under the Agreement; or
- (g) Issues that otherwise resulted from Customer's breach of the Offer Description or Agreement.

Exclusive Remedy

The Service Credits specified in this SLA are KDDI's sole liability to Customer, and Customer's exclusive remedy, for KDDI's failure to meet the Service Level targets set out in this SLA.