

FUJITSU Cloud Service K5 - Service Level Description

March 10, 2017

1. Service Level Overview

The following service levels are applied to some of the functions provided in FUJITSU Cloud Service K5. If Fujitsu determines that it has been unable to fulfill these service levels in each billing month, then a service credit (rounded to two decimal places) will be applied to the fee for the billing month following a billing month in question (“the month eligible for deduction”).

If the service credit exceeds the fees for the month eligible for deduction, then the difference will be carried forward to and shall be payable in the next billing month or later.

In addition, if the Agreement is terminated prior to the end of the month eligible for deduction, the Customer shall be deemed to waive any and all rights arising out of these service levels.

2. Service Level for Virtual Server in IaaS Standard Service

(1) Scope

This service level applies only to the Virtual Servers created by the Customer in multiple Availability Zones within the same Region and under the same Contract Number.

(2) Definition

“Unavailability of Availability Zones” refers to the situation in which the Customer may not use any of the Virtual Servers in all Availability Zones within the same Region under the same Contract Number in which the Customer creates such Virtual Servers.

“Total monthly hours” refers to the number of hours obtained by multiplying the number of days in a billing month by 24 (hours).

“Total unavailable hours of Virtual Servers” refers to the total number of hours during which the situation falls into “Unavailability of Availability Zones” within the same Region under the same Contract Number. The number used in the calculation will be rounded down to the nearest minute.

“Monthly availability of Virtual Servers” refers to a value (percentage) obtained by deducting the “Total unavailable hours of Virtual Servers” from the “Total monthly hours” and dividing it by the “Total monthly hours”.

Calculations:

$$24 \times \text{Number of days in a billing month} = \text{Total monthly hours}$$

$$\frac{\text{Total monthly hours} - \text{Total unavailable hours of Virtual Servers}}{\text{Total monthly hours}} \times 100 = \text{Monthly availability of Virtual Servers}$$

(3) Service Level

Fujitsu shall set the service level of Virtual Servers based on the following table for each Contract Number.

Monthly availability of Virtual Servers	Fees to be deducted
Less than 99.99%	10% of the fees due for the billing month for all Virtual Servers created in the Availability Zones where the situation falls into "Unavailability of Availability Zones"

3. Service Level for CF Buildpack

(1) Scope

This service level applies only to the instance of Applications deployed with using a CF Buildpack.

(2) Definitions

"Unavailability of CF application instances" refers to the situation in which the Customer may not connect to any of the instances of Applications deployed in a CF Buildpack. If the Customer may not connect to any of Applications, it is deemed that the Customer may not connect to the instance of Applications.

"Total unavailable minutes of CF application" refers to the number of minutes during which "Unavailability of CF application instances" continues for 1 consecutive minute or longer. Any portion of time that is less than 1 full minute of "Total unavailable minutes of CF application" will be rounded down to the nearest minute.

"Total monthly minutes" refers to the number of minutes obtained by multiplying 60 (minutes) by 24 (hours) and multiplying it by the number of days in a billing month.

"Monthly CF availability" refers to the value (percentage) obtained by deducting "Total unavailable minutes of CF application" from "Total monthly minutes" and dividing it by "Total monthly minutes."

Calculation:

$$\frac{\text{Total monthly minutes} - \text{Total unavailable minutes of CF application}}{\text{Total monthly minutes}} \times 100 = \text{Monthly CF availability}$$

(3) Service Levels

For each Agreement, Fujitsu shall set the service level as described in the following table:

Monthly CF availability	Fees to be deducted
Not less than 99.90% and less than 99.95%	10% of the fees due for the billing month in the CF Buildpack menu
Less than 99.90%	25% of the fees due for the billing month in the CF Buildpack menu

4. Service Level for API Management Service

(1) Scope

This service level applies only if the Customer uses API Management Service.

(2) Definitions

"Number of API errors" refers to the number of requests that return an HTTP status code in the 5xx family caused by a defect of API Management Service.

“Period” refers to a unit for calculating API error rate, and is each of 5 minute intervals starting from 0:00 am on the first day in the billing month.

“Monthly API error rate” refers to the average of all API error rates in the billing month obtained by dividing “Number of API errors” by “Number of API requests” and multiplying it by 100 for each Period. The average is obtained by aggregating all API error rates in the billing month and dividing the result by the number of Periods in the billing month.

“Number of API requests” shall cover all requests for the API Proxy registered in the API Proxies.

“Monthly API Management service availability” refers to the value obtained by deducting “Monthly API error rate” from 100%.

Calculation:

$$\frac{\text{Total value of } \left[\frac{\text{Number of API errors}}{\text{Number of API requests}} \times 100 \right] \text{ for all Periods in the billing month}}{\text{Number of Periods in the billing month}} = \text{Monthly API error rate}$$

$$100\% - \text{Monthly API error rate} = \text{Monthly API Management service availability}$$

(3) Service Levels

For each Agreement, Fujitsu shall set the service level as described in the following table:

Monthly API Management service availability	Fees to be deducted
Not less than 98.00% and less than 99.90%	5% of the fees due for the billing month in API Management Service
Less than 98.00%	10% of the fees due for the billing month in API Management Service

5. Procedures to apply for a service credit

The Customer must follow the following procedures to apply for a service credit:

- a. When the Customer determines that an event that Fujitsu may have failed to meet the service level in a billing month, then the Customer must contact the Help Desk Service, and then subsequently report the situation in writing to the office specified by Fujitsu (“SLA Desk”) within 10 days of the end of the billing month.
- b. Fujitsu will then investigate whether a service credit is applied to the reported situation or not, based on the logs of Service Portal, the logs of each service and other sources obtained by Fujitsu, and will provide the results thereof to the Customer within the month eligible for deduction.
- c. Fujitsu is under no obligation to explain the cause of the unavailability and/or detail the outcome of the investigation.

6. Others

If the service becomes unavailable due to any of the following incidents, those unavailable hours will not be counted for these service levels.

- a. Suspension of providing the service specified in Article 7 of Terms of Use such as planned maintenance.
- b. Earthquake, typhoon, flood, storm or other natural disasters, spread of infections, warfare, civil conflicts, riots or acts of terrorism
- c. Directives from a government agency or a judicial agency to terminate the service
- d. Defects in Customer's environment
- e. Defects in software supplied by Fujitsu or the Customer
- f. Defects in the client environment
- g. Defects in the settings applied by the Customer to the Fujitsu Environment or to the K5 Resource
- h. Defects in network cabling used to connect to the Cloud Services
- i. Inappropriate operation performed by the Customer
- j. Issues related to information security

Supplementary Provision (July 20, 2016)

The present Service Description is effective from July 20, 2016.

Supplementary Provision (March 10, 2017)

The present Service Description is effective from March 10, 2017.