

Reference Guide

Hitachi EverFlex

SLA Guarantees Reference Guide

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I. Introduction

This reference guide provides an overview of the Service Level Agreements for Hitachi EverFlex infrastructure as-a-service that a customer may elect to include in their contract. The guide provides a technical, operational, and financial description of each Service Level Agreement (SLA), including its service level indicator (SLI), measurement method, calculation, reporting and monitoring method, and associated service credits for SLA violations.

Hitachi EverFlex is offered via customer-specific contracts, and all SLAs are subject to the terms and conditions of the customer contract. EverFlex offer Levels are Managed (Hitachi Vantara- managed infrastructure services), Foundation (User-managed, SaaS-based service management software), and Consumption (User-managed capacity on demand model). This guide notes SLA applicability by EverFlex Level and general exclusions to the SLAs. Service levels and service credits offered may be adjusted as needed depending on configuration and customer needs, within the specific customer contract terms. Unless otherwise noted, the SLAs in this guide apply only to Hitachi Vantara Infrastructure: Hitachi VSP One, VSP 5x00 Series, and E-Series storage platforms. Hitachi's sole liability to the customer, and the customer's sole and exclusive remedy for nonconformance with the SLAs, is the remedy stated for the SLA.

In addition to Hitachi EverFlex SLAs, Hitachi Vantara offers a portfolio of guarantees with its VSP One Data Platform and storage arrays. The capabilities underlying the guarantees are typically included in the service delivery of Hitachi EverFlex and are not expressly included in EverFlex customer contracts. Details about the guarantees are available [here](#), and these general Hitachi Vantara guarantees include:

- 100% Data Availability (capability to read and write to block, file and object storage)
- 4:1 Effective Capacity (advanced data reduction technologies such as compression, deduplication, compaction)
- Thin Image Advanced Snapshot (high-performance, immutable snapshots)
- Modern Storage Assurance (non-disruptive controller upgrades)

II. Service Level Agreements Guarantees

1. Storage System Availability

SLA Description

This SLA applies to Logical Unit Numbers (LUNs) or storage volumes that are available for use: accessible, readable, and/or writable. Availability is measured at the host-side SAN ports and excludes cabling between the SAN ports and Host Bus Adapters (HBAs) or between storage devices and SAN switches.

SLA Eligibility

To be eligible for this SLA, you must have an active customer specific Managed Level STaaS EverFlex agreement and Hitachi Vantara approved configuration.

Measurement Method

Storage System Availability is measured by the maximum downtime per month for LUN accessibility at the host-side SAN ports. Any disruptions caused by cabling or external infrastructure failures are not included in downtime calculations.

Calculation

The availability percentage is calculated as follows:

Availability (%) = $1 - (\text{Capacity impacted} \times \text{Minutes unavailable}) / (\text{Total regional capacity for the service tier} \times \text{Minutes in month})$

- **Capacity impacted:** The written capacity to the LUNs or storage volumes that are deemed to be not accessible, readable, and/or writeable.
- **Total regional capacity:** The total available capacity for the service tier.
- **Minutes unavailable:** The total downtime during which the impacted LUNs or volumes were unavailable.
- **Minutes in month:** The total number of minutes in a given month.
- **Service tier:** The classification of service based on performance and availability guarantees.

Calculation Example

Example:

Capacity impacted: 10 TB

Minutes unavailable: 60 minutes

Total regional capacity: 1000 TB

Minutes in month: 43,200 (30 days)

Calculation: Availability = $1 - (10 \times 60) / (1000 \times 43200) = 1 - 600 / 43,200,000 \approx 99.9986\%$

Service Tiers

Service Tier	Availability (%)	Maximum Downtime per Month
Ultra	100.00%	0 seconds
High	99.9999%	2.59 seconds
Mid	99.99%	4.32 minutes
Low	99.90%	43.8 minutes

Service Credit

The credit is applicable only to Hitachi Vantara Infrastructure (as described in the Introduction). If availability falls below the contracted service tier, then the customer is entitled to service credits up to a maximum of 15% of the paid monthly STaaS minimum commit. The schedule of credits based on availability percentage is noted below:

Below 90% but above 85%: 5% credit

Below 85% but above 80%: 10% credit

Below 80%: 15% credit (maximum credit)

Important Notes

- Service credits are provided for Hitachi EverFlex Storage as-a-service and are based on the monthly paid minimum commitment service fee. Credits cannot exceed 15% of the monthly minimum commit fees.
- Service credits are not automatically applied and must be requested by the customer within 30 days of the SLA violation.
- Service credits are applied toward future invoices. Service credits are never refunded in cash.
- See [Section III Exclusions](#) for additional limitations. Additional terms and conditions may apply in the customer-specific contract.

Reporting & Monitoring

- Hitachi Vantara will provide availability reports at least monthly or as otherwise specified in the customer contract.
- Customers can request availability logs for verification.
- Monitoring is conducted using Hitachi internal tools.

2. Performance

SLA Description

This SLA applies to the IO response time measured during an IO request to a LUN or storage volume. The measurement is taken storage-side, excluding delays caused by SAN, WAN, LAN networking, Host Bus Adapters (HBAs), or host-related components.

SLA Eligibility

To be eligible for this SLA, you must have an active Managed Level STaaS EverFlex contract and elect to include this SLA in your contract. It also requires due diligence by Hitachi Vantara for each application and configuration.

Measurement Method

Performance is assessed by measuring response time at the storage level, ensuring that network and host-related factors do not impact the calculation.

Calculation

Performance compliance is evaluated based on the percentage of IO requests meeting the target response time for the specific service tier.

Performance Compliance (%) = ((IO requests meeting target response time) / (Total IO requests in measurement period)) × 100

Calculation Example:

IO requests meeting target response time: 900000

Total IO requests in measurement period: 1000000

Performance Calculation: $(900000 / 1000000) \times 100 = 90\%$

Service Tiers & Performance Targets:**Block Performance SLA**

Service Tier	Performance in ms	Performance Target
Ultra	< 1ms	90%
High	< 2ms	90%
Mid	< 6ms	90%
Low	< 15ms	90%

File Performance SLA

Service Tier	Performance in ms	Performance Target
Ultra	< 2ms	90%
High	< 5ms	90%
Mid	< 20ms	90%
Low	< 30ms	90%

Object Storage Performance SLA

Service Tier	Performance in ms	Performance Target
S3 Performance	< 15ms	90%
S3 Standard	< 15-30ms	90%
Object Archive	< 30ms	90%
NAS S3 Cross-Volume Links	<30ms	90%

Service Credit Structure (Capped at 15% of the Storage Monthly Fees)

If performance does not meet the **90% compliance target** for a service tier in a month, the customer is entitled to **service credits**, subject to a **maximum of 15% of the storage monthly fees**.

Performance Compliance Achieved Service Credit (% of Storage Monthly Fee)

Below 90% but above 85% 5% credit

Below 85% but above 80% 10% credit

Below 80% 15% credit (Max Limit)

Important Notes:

- Service credits are based on the monthly service fee but cannot exceed 15% of the storage monthly fees.
- Service credits are not automatically applied and must be requested by the customer within 30 days of the SLA credit accruing.
- Service credits are not refunded in cash but can be applied toward future invoices.

Reporting & Monitoring:

- Performance reports will be generated monthly for review.
- Customers can request performance logs for verification.
- Monitoring is conducted through Hitachi's internal tools.

3. Storage Recovery

SLA Description

This SLA applies to Storage Recovery that ensures the ability to restore data to a previous recovery time objective (RTO), or recovery point objective (RPO) using snapshots or replicated data points.

SLA Eligibility

To be eligible for this SLA, you must have an active Managed Level STaaS EverFlex contract and may elect to include this SLA in your contract.

Measurement Method

The measurement for this SLA is the time elapsed between:

- The moment an Incident ticket is received by the storage team, or a recovery instruction is issued on a major Incident Management call, and
- The completion of recovery tasks at the storage array level for a single application or storage array.

Calculation:

The Recovery Time Objective (RTO) compliance is measured as follows:

$$\text{RTO Compliance (\%)} = ((\text{Number of DR Failovers Meeting RTO}) / (\text{Total DR Failover Requests in Measurement Period})) \times 100$$

A recovery event is considered successful if the RTO target is met for 95% of failover requests.

Calculation Example:

DR Failovers Meeting RTO: 19

Total DR Failover Requests: 20

Storage Recovery Calculation: $(19 / 20) \times 100 = 95\%$

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Service Tiers:

Service Tier	RTO	RPO	Replication / Snapshot Type	Frequency Required
Ultra/Platinum SAN	1 Hour	≤ 15 min	Synchronous Block Replication	Continuous (real-time replication)
High/Gold SAN	1 Hour	≤ 30 min	Asynchronous Block Replication + Snapshots	Snapshots every 15–30 min; replication every 15 min
Ultra/Platinum NAS	1 Hour	≤ 30 min	Asynchronous File Replication + Snapshot	Snapshots every 30 min; replication every 30 min
High/Gold NAS	1 Hour	≤ 1 hour	Asynchronous File Replication	Snapshots hourly; replication hourly
Mid/Low (Silver/ Bronze SAN/ NAS)	12 Hours	≤ 8–12 hours	Daily Backup + Optional Async Replication	Snapshots daily; replication once per day
CAS Regulatory Archive	4 Hours	≤ 2 hours	Versioned Object Storage + Periodic Snapshots	Object versioning + snapshot every 2 hours
Object Storage	4 Hours	≤ 4 hours	Geo-Redundant Object Replication (Eventual Consistency)	Internal replication across zones/regions every 2–4 hours

Service Tier	Workload Assumptions
Ultra/Platinum SAN	Mission-critical apps (e.g., databases, ERP)
High/Gold SAN	Business-critical workloads
Ultra/Platinum NAS	Shared file systems or NFS/CIFS environments
High/Gold NAS	Team shares, application logs
Mid/Low (Silver/ Bronze SAN/ NAS)	General-purpose file systems or archive staging
CAS Regulatory Archive	Immutable WORM storage (compliance-focused)
Object Storage	Web, media, and backup repository targets

Service Credit

The credit is applicable only to Hitachi Vantara storage. If RTO attainment falls below the contracted service tier, then the customer is entitled to service credits up to a maximum of 15% of the paid monthly Hitachi EverFlex STaaS minimum commit. The schedule of credits based on availability percentage is noted below:

Below 95% but above 90%: 5% credit

Below 90% but above 85%: 10% credit

Below 85%: 15% credit (maximum credit)

Important Notes

- Service credits are provided for Hitachi EverFlex Storage as-a-service and are based on the monthly paid minimum commitment service fee. Credits cannot exceed 15% of the monthly fees.
- Service credits are not automatically applied and must be requested by the customer within 30 days of the SLA violation.
- Service credits are applied toward future invoices. Service credits are never refunded in cash.
- See [Section III Exclusions](#) for general additional considerations. Additional terms and conditions may apply in the customer-specific contract.
- Storage Recovery-specific exclusions from the SLA, in addition to customer-specific contract terms:
 - Planned maintenance with prior notification.
 - Force majeure events such as natural disasters, cyberattacks, or government-mandated actions.
 - Customer-side misconfigurations, including incorrect failover policies, untested failover scripts, or misalignment with application dependencies.
 - Network failures outside of the Hitachi Vantara storage infrastructure (e.g., WAN, LAN, VPN disruptions).
 - Third-party provider failures affecting connectivity or replication.

Reporting & Monitoring

- Hitachi Vantara will provide Storage Recovery reports at least monthly or as otherwise specified in the customer contract.
- Customers can request availability logs for verification.
- Monitoring is conducted using Hitachi internal tools.

4. Sustainability

SLA Description:

The Sustainability SLA facilitates efficient power consumption of storage resources by monitoring and optimizing energy usage. The commitment is that storage infrastructure consumes power only when actively needed, reducing energy waste.

SLA Eligibility

To be eligible for this SLA, you must use the VSP One Block 26 QLC and have an active Foundation or Managed Level STaaS EverFlex contract and you elect to include this SLA in your contract.

Measurement Method:

Energy consumption is measured using:

- Onboard data monitoring of power consumption within the storage system.
- Hitachi Vantara's Clear Sight solution, measuring power usage in Kilowatts per Hour (kW/H).

Calculation

Sustainability is evaluated based on the power consumption used over the course of a month.

Sustainability Compliance per hour (%) = ((Actual Power Consumption – Allowed Power Consumption) / (Allowed Power Consumption)) × 100

Service Level Compliance (%) = (Number of Compliant Hours / Total Hours in the Month) × 100

Calculation Example:

Allowed Power: 1.22

Actual Power: 1.4

Compliant Hours: 650

Total Hours in Month: 720

Sustainability Compliance Calculation: $(1.4 - 1.22) / 1.22 \times 100 \approx 14.75\%$

Service Level Compliance $(650 / 720) \times 100 \approx 90.28\%$

Service Levels:

Hitachi Vantara commits to industry-leading power efficiency through the following service metrics:

Power Efficiency Service Level

Power Consumption Not to Exceed

Max Power Utilization 1.22 kW per hour

- In a 30-day month, the Max Power Utilization should not exceed 878.4kW.

Service Credits

If the power efficiency threshold (Kilowatts per Hour) is exceeded, the subscriber may request service credits, and Hitachi Vantara will provide remediation measures, such as storage densification or consolidation, at no additional cost, provided best practices are followed.

Power Efficiency Service Credit - (Capped at 10% of the Storage Monthly Fee)

Monthly Power Consumption	Service Credit Percentage
Exceeded by 10%	0%
Exceeded by 15%	5%
Exceeded by 20% or greater	10%

Important Notes

- Service credits are capped at 10% of the storage monthly fees.
- Credits are not automatically applied and must be requested within 30 days of a reported SLA breach.
- Service credits cannot be refunded in cash but can be applied toward future invoices.
- Results may vary based on locale and energy provider.

Reporting & Monitoring

- Monthly sustainability reports will be provided, detailing power consumption trends.
- Customers can request consumption logs from Hitachi Vantara's monitoring tools.
- Optimization recommendations will be provided when inefficiencies are detected.

5. Backup and Recovery

SLA Description

This SLA applies to backup and recovery environment availability, completion success rate, and configuration compliance.

SLA Eligibility

To be eligible for this SLA, you must have an active Managed Level STaaS EverFlex contract and elect to include this SLA in your contract.

Measurement Method

Backup performance and compliance are measured using the vendor-specific backup tool metrics.

Calculation

Availability (%) = (Uptime - Unplanned Downtime) / Total Time × 100

Success Rate (%) = (Successful Jobs / Total Jobs) × 100

Compliance Drift (%) = (Compliant Backups / Total Backups) × 100

Example:

Uptime: 43100 minutes

Unplanned Downtime: 100 minutes

Total Time: 43200 minutes

Successful Jobs: 996

Total Jobs: 1000

Compliant Backups: 920

Availability Calculation (%): $(43100 - 100) / 43200 \times 100 \approx 99.77\%$

Success Rate (%): $(996 / 1000) \times 100 = 99.6\%$

Compliance Drift (%): $(920 / 1000) \times 100 = 92\%$

Service Level Details

Service Level	Definition
Backup Environment Availability	The percentage of time the backup system is available.
Backup Success Rate	The percentage of backup jobs that complete successfully.
Backup Configuration Compliance Drift	The percentage of backups adhering to policy settings.
Backup Recovery Time Objective (RTO)	The time required to complete full backup restoration.
Backup Recovery Point Objective (RPO)	The maximum allowable data loss window.

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Service Level	Service Target
Backup Environment Availability	99.99%
Backup Success Rate	90%
Backup Configuration Compliance Drift	90%
Backup Recovery Time Objective (RTO)	8 hours
Backup Recovery Point Objective (RPO)	24 hours

Service Level	Measurement Methodology
Backup Environment Availability	Uptime formula excluding planned downtime.
Backup Success Rate	Failed jobs / Total jobs formula.
Backup Configuration Compliance Drift	Policy compliance audit formula.
Backup Recovery Time Objective (RTO)	Time measured from request to recovery completion.
Backup Recovery Point Objective (RPO)	Time between last backup and data loss event.

Service Credit

Violation Type	Condition	Service Credit (%)
Availability Breach	If backup uptime falls below 99.9%	Up to 10% of the monthly service fee
Backup Failure Breach	If the backup success rate falls below 99.5%	Up to 5% of the monthly service fee
Backup Configuration Compliance Drift Breach	Non-compliance with 90% drift threshold	Up to 5% of the monthly service fee
RTO/RPO Breach	If data restoration exceeds RTO (8 hrs) or RPO (24 hrs)	Up to 15% of the monthly service fee

Important Notes

- Service credits are based on the monthly paid minimum commitment service fee. Credits cannot exceed 15% of the monthly fees even in the event of multiple violations.
- Service credits are not automatically applied and must be requested by the customer within 30 days of the SLA violation.
- Service credits are applied toward future invoices. Service credits are never refunded in cash.
- See [Section III Exclusions](#) for additional considerations. Additional terms and conditions may apply in the customer-specific contract.

Reporting & Monitoring

- Hitachi Vantara will provide Backup and Recovery operational reports at least monthly or as otherwise specified in the customer contract.
- Customers can request backup logs for verification.
- Monitoring is conducted using backup-vendor and Hitachi internal tools.

6. ITIL Operations

Description

This SLA is for ITIL (information technology infrastructure library) based operations practices for IT service management.

- Service Monitoring & Event Management – Proactive monitoring and alerting of IT systems (monitoring tools environment availability, proactive alert rate).
- Incident Management – Ensuring timely resolution of IT service disruptions (response time, resolution time).
- Problem Management – Addressing root causes to prevent recurring issues (identification time, resolution time).
- Change Management – Managing IT changes with minimal risk (implementation success rate, implementation time).

SLA Eligibility

To be eligible for this SLA, you must have an active Managed Level EverFlex contract and elect to include this SLA in your contract.

Service Level	Target	Service Window	Measurement Criteria
EverFlex Control Availability	99.9% uptime per month	24x7	Automated monitoring of IT systems
Monitoring Alert Response	15 mins – Critical 1 hour – Warning	24x7 Business Hours	Time taken to acknowledge and investigate monitoring alerts
Incident Response Time	Sev1 (Critical) – 30 mins Sev2 (High) – 2 hours Sev3 (Medium) – 4 hours Sev4 (Low) – 24 hours	24x7 24x7 Business Hours Business Hours	Time from incident report to response
Problem Identification & RCA	95%	Not Applicable	Time taken to initiate root cause analysis for major incidents
Change Implementation Success Rate	98%	Not Applicable	Percentage of successful changes without rollback

Calculations & Examples:

EverFlex Control Availability	
Target:	Uptime: 99.9% uptime per month Formula: Availability (%) = ((Total Time - Downtime) / Total Time) * 100
Example:	Total time in a 30-day month = 43,200 minutes Downtime = 30 minutes Availability = ((43,200 - 30) / 43,200) * 100 = 99.93%
Service Credit Conditions:	Availability below 99.9%: 5% credit
Monitoring Alert Response	
Targets:	Critical alerts: Response within 15 minutes (24x7) Warning alerts: Reviewed within 1 hour (Business Hours)
Formula:	Compliance (%) = (Alerts responded within SLA / Total alerts) * 100
Example:	Critical alerts: 100 total, 98 responded within 15 minutes Compliance = (98 / 100) * 100 = 98%

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EverFlex Control Availability	
Target:	Uptime: 99.9% uptime per month Formula: Availability (%) = ((Total Time - Downtime) / Total Time) * 100
Example:	Total time in a 30-day month = 43,200 minutes Downtime = 30 minutes Availability = ((43,200 - 30) / 43,200) * 100 = 99.93%
Service Credit Conditions:	Availability below 99.9%: 5% credit
Monitoring Alert Response	
Targets:	Critical alerts: Response within 15 minutes (24x7) Warning alerts: Reviewed within 1 hour (Business Hours)
Formula:	Compliance (%) = (Alerts responded within SLA / Total alerts) * 100
Example:	Critical alerts: 100 total, 98 responded within 15 minutes Compliance = (98 / 100) * 100 = 98%
Incident Response Time	
Targets:	Sev1: 30 mins, Sev2: 2 hours, Sev3: 4 hours, Sev4: 24 hours
Formula:	Compliance (%) = (Incidents responded within SLA / Total incidents) * 100
Example:	Sev1 incidents: 10 total, 9 responded within 30 mins Compliance = (9 / 10) * 100 = 90%
Service Credit Conditions:	Sev1 incidents unresolved after 24 hours: Escalation to executive leadership
Problem Identification & RCA	
Target:	95% of major incidents must have RCA initiated
Formula:	RCA Compliance (%) = (RCA initiated / Total major incidents) * 100
Example:	Major incidents: 20 RCA initiated: 19 Compliance = (19 / 20) * 100 = 95%
Service Credit Conditions:	Repeated missed response/resolution (3 consecutive months): 10% credit
Change Implementation Success Rate	
Target:	98% of changes implemented without rollback
Formula:	Success Rate (%) = (Successful changes / Total changes) * 100
Example:	Total changes: 100 Successful changes: 98 Success Rate = (98 / 100) * 100 = 98%
Service Credit Conditions:	Repeated missed response/resolution (3 consecutive months): 10% credit

Severity Level Definitions (Sev)

Severity Level of Incident	Classification of Incident	Definition of Incident
1	Critical	Major business impact Incident or outage causing impact to an entire facility, major business function or application. i. System outage i. Subsystem outage ii. Severe performance degradation iii. Potential/ Suspected data integrity issue
2	High	Significant business impact Incident or outage causing impact to a portion of the facility, major business function, geographical location, or application. i. Partial system outage or degraded state ii. Subsystem degraded iii. Performance degraded
3	Medium	Impact to an individual End User(s) Individual(s) is unable to perform critical functions. Workaround or circumvention available
4	Low	Minor impact to an individual End User(s) Individual(s) is unable to perform required function. Workaround or circumvention available

Service Monitoring & Event Management

- **Definition:** Continuous monitoring of IT infrastructure to detect anomalies.
- **Monitoring Tools:** EverFlex Control (Portal, Observability)
- **Event Categories:**
 - Critical Alerts – Immediate action required to prevent service failure.
 - Warning Alerts – Requires review, may need preventive action.
 - Informational Alerts – Logged for analysis, no immediate action.
- **Response Time:**
 - **Critical Alerts:** Response within 15 minutes.
 - **Warning Alerts:** Reviewed within 1 hour.
 - **Informational Alerts:** Logged for analysis.
- **Weekly Reports:**
 - Incident trends and resolution metrics.
 - Problem management updates.
 - Change success rate and impact analysis.
- **Monthly SLA Review:**
 - Performance against SLA metrics.
 - Root cause analysis of SLA breaches.
 - Action plans for continuous improvement.

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Incident Management

- **Definition:** Unplanned service disruptions affecting normal business operations.
- **Process:**
 1. **User Reporting** – Issues reported via GDDC (Global Delivery & Deployment Center)
 2. **Incident Categorization & Prioritization** – Based on impact and urgency.
 3. **Incident Resolution** – Assigned to the appropriate support team.
 4. **Closure & User Confirmation** – Confirmed with the requester before closure.
- **Escalation Policy:**
 - **P1 incidents** unresolved within 4 hours escalate to senior management.
 - **Repeated incidents** trigger a Problem Management review.

Problem Management

- **Definition:** Investigation of recurring incidents to identify root causes.
- **Process:**
 1. **Root Cause Analysis (RCA) & Problem Resolution** – Resolution plan developed within **5 business days** after Root Cause request ticket received. Analysis will include the following elements:
 - Problem Description
 - Problem Scope
 - Probable Root Cause
 - Recommended Corrective Actions
 2. **Workarounds** – Implemented while a permanent fix is being developed.
 3. **Known Error Database (KEDB)** – Updated for future reference.

Change Management

- **Definition:** Managing IT system changes to minimize disruption and risk.
- **Process:**
 1. **Change Request Submission** – All changes documented in a Change Management system.
 2. **Impact & Risk Assessment** – **Business impact, risk, and backout plans assessed.**
 3. **Change Approval Process** – Changes reviewed by the Change Advisory Board (CAB).
 4. **Change Implementation & Validation** – Success metrics reviewed post-implementation.
- **Change Windows:**
 - Standard changes: Implemented during business off-hours (e.g., 10 PM – 4 AM).
 - Emergency changes: Implemented immediately after approval.

Service Level Violations & Credits

If ITIL operations fail to meet the Service Level commitments, the following credits apply:

- Availability below 99.9% is provided with a 5% service credit of the monthly paid minimum commitment service fee.
- Repeated missed response/resolution of the Service Levels (three consecutive monthly reporting periods) are provided with a 10% credit of the monthly paid minimum commitment service fee.
- P1 incidents that are unresolved after 24 hours are escalated to Hitachi Vantara Global Services executive leadership and the contract compliance team.

Service Level Review & Modification

- The Service Levels are subject to review every 6 months or as needed.
- Changes require mutual agreement between the customer's IT Operations team and the Hitachi Vantara operations and business stakeholders.

III. Exclusions

The Service level measurements do not apply to any unavailability, suspension or termination of the Service, or any other Service performance issues that result from:

1. Factors outside of Hitachi's reasonable control, including any force majeure event, natural disasters, cyberattacks, government-mandated actions, Internet access or related problems;
2. Any actions or inactions of You or any third party, including failure to acknowledge a recovery volume, customer-side misconfigurations, including incorrect failover policies, untested failover scripts, or misalignment with application dependencies;
3. Your equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within our direct control) or from loss of power or environmental controls (such as air conditioning);
4. Your use of the Service after Hitachi advised You to discontinue or modify Your use of the Service, if You did not modify Your use as advised;
5. Your failure to adhere to Service restrictions or the Acceptable Use Policy and terms;
6. Our suspension or termination of Your right to use the applicable Service in accordance with the customer agreement;
7. Planned downtime;
8. Single-point-of-failure in WAN connectivity to environment;
9. Any failure by You or Your End User to comply with the dependencies and assumptions set out by Hitachi Vantara Best Practices and/or recommendations;
10. The preview, pre-release, early access, alpha, beta or trial versions of the Service or trial features within the Service;
11. The use of Subscriber Multitenancy (this exclusion only applies to the Performance Service Level) (collectively, the "Service Level Exclusions");
12. Excessive workloads outside normal operating conditions, including unanticipated high-volume burst loads exceeding contractual terms.

About Hitachi Vantara

Hitachi Vantara, a Hitachi, Ltd. subsidiary, is the data foundation for innovation. We build resilient data storage and infrastructure the world's innovators rely on.

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