

## Rackspace<sup>®</sup> Service Level Agreement

### Managed Service Level Agreement

Our Service Level Agreement (SLA) is designed to provide you with unsurpassed levels of availability and meaningful refunds for our failure to comply with them.

#### 1. Zero-Downtime Network™

We guarantee that when not undergoing scheduled maintenance, the network infrastructure will be available 100% of the time in each month.

Network availability means all network infrastructure including routers, switches and cabling is working. The Network infrastructure is defined as the portion of the network extending from the outbound port on your cabinet switch to the outbound port on the border router. Services or software running on your servers are not counted as part of the network.

Downtime begins when an interruption is recorded in our monitoring system or a trouble ticket is opened saying that you can't transmit and receive data (whichever is earlier). We will open a trouble ticket within 15 minutes for emergency tickets.

In the event that Network infrastructure availability should fall below 100% in a given month due to our fault, and this failure directly and adversely affects your hosted environment, we will refund to you 5% of your monthly recurring charge per half hour of network infrastructure downtime (up to 100% of the monthly recurring charge) for the affected component(s).

#### 2. Hardware

We guarantee all Hardware components will function properly and will rectify or replace any component with a fault at no cost to you. Hardware is defined as the server chassis, processor(s), memory, storage devices, motherboard, power supplies, and network interface cards. This includes faults in Hardware due to failures in power and HVAC infrastructure including UPS, PDU and cabling. This guarantee does not apply to the time required to rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup (if necessary).

We will begin fault resolution once we identify the problem component. Fault resolution is guaranteed to be complete within one (1) hour of problem identification by us. In the event of a hardware failure which causes an outage in your hosted configuration, failed hardware is guaranteed to be repaired or replaced within one (1) hour of problem identification by us.

In the event that we should fail to replace hardware within one hour of problem identification due to our fault, and such failure directly and adversely affects your hosted configuration, you are entitled to 5% of your monthly recurring charge per hour of additional down time beyond the first one hour after problem identification (up to 100% of your monthly recurring charge) for the affected component(s).

This SLA does not apply for any month to the extent that service credits arise as a result of your breach of the AUP or if you are in material default of payment.