

Cloud Service Level Agreement

This Cloud Service Level Agreement is part of your Cloud Terms of Service.

1. DEFINITIONS

The following definitions shall apply for purposes of this Cloud Service Level Agreement:

“**Affected Components**” means the Service(s) that have been affected by the failure to meet a Service Level Guarantee and include the initial Service that failed plus any Service(s) which become inaccessible or unable to perform their intended purpose under the Agreement as a result of the initial Service’s failure.

“**API Error**” means (i) a HTTP 5xx server error response to a Valid API Request or (ii) no response to a Valid API Request because the API is down. Network errors or downtime outside of the Rackspace Data Center Network do not constitute an API error.

“**Cloud Database Instance**” means your unique database instance and the availability of the storage volume provisioned for your instance, as well as the API you use to administer the Cloud Databases Service.

“**Control Plane**” means the API used to create, manage, and delete your Cloud Server.

“**Cloud Server**” means a unique virtual machine instance, save for OnMetal Cloud Servers Services, where ‘Cloud Server’ shall mean a unique physical server instance.

“**Credit Percentage**” means a credit amount calculated as a percentage of the Service Fees (and for Cloud Queues includes bandwidth charges, and for Cloud Servers includes hourly virtual machine usage and bandwidth charges) in the affected Region.

“**Data Center Infrastructure Downtime**” means a Host Server experiences a failure as a result of Power or heating problems.

“**Data Center Network**” means the portion of the Rackspace cloud network extending from the network egress point of your Host Server, or for Cloud Files Services the cloud edge device, to the outbound port of the data center border router.

“**Data Center Network Downtime**” means a Host Server is not reachable as a result of a failure in the Data Center Network.

“**Data Plane**” means the Cloud Servers created via the applicable Control Plane plus supporting systems and services required for the proper functioning and availability of those Cloud Servers.

“**DB Server**” means the Rackspace supplied and configured software and hardware for which DBA Services have been purchased, but specifically excluding customer provided software and any hardware or service which has been labelled “colocated”, “non-standard”, “unsupported” or with similar designation.

“**Host Server**” means the physical server which hosts your Cloud Server or Cloud Databases Service.

"Load Balancer" means your unique Rackspace cloud load balancer instance.

"Monthly Availability" means a monthly availability percentage calculated on a per customer, per Region basis, for a given monthly billing period, as follows: $1 - (\text{total API Errors})/(\text{total Valid API Requests})$.

"Power" includes UPSs, PDUs and cabling but excludes Host Server power supplies.

"Rackspace Monitoring Alert" means a device being monitored using the Rackspace Monitoring Services violates a predefined error condition, and some form of notification is generated.

"Rackspace Monitoring Services" means the infrastructure, software, and services responsible for monitoring devices and generating or tracking Rackspace Monitoring Alerts.

"Region" means a particular physical data center location where the Host Server exists (e.g. Dallas, Chicago, London). Control Planes and Data Planes are independent per region and do not span regions.

"Server Error Response" means an HTTP return status code between 500-599.

"Service Fees" means the fees paid for the Services to which the relevant Service Level Guarantee applies, in the monthly billing period in which the event giving rise to a credit first occurred.

"Valid API Request" is defined as a well formed request that complies with the published API specification.

"Volume" means a logically identified container or dataspace provisioned within the Cloud Block Storage Service for your use.

Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them elsewhere in the Agreement.

2. CLOUD BLOCK STORAGE SERVICE LEVEL GUARANTEE.

We guarantee that the Volumes will be available 99.99% of the time in a given monthly billing period. Volumes shall be deemed available unless: (i) the Cloud Block Storage Service returns a Server Error Response to a Valid API Request during two or more consecutive ninety (90) second intervals, or (ii) data stored on Volumes becomes inaccessible to the applicable Cloud Server. If we fail to meet this guarantee, you will be eligible for a credit calculated as a percentage of the Service Fee for the affected Volume, and based on the percentage of Volume availability in a given monthly billing period as follows:

Cloud Block Storage availability	Credit amount
99.99% - 99.0%	25%
98.99% - 98.0%	40%
97.99% - 97.5%	55%
97.49% - 97.0%	70%
96.99% - 96.5%	85%
Less than 96.5%	100%

3. CLOUD DATABASE INSTANCES SERVICE LEVEL GUARANTEE.

We guarantee that your Cloud Database Instance(s) will be available 99.99% of the time in any given monthly billing period. If we fail to meet this guarantee, you will be eligible for a credit calculated as a percentage of the Service Fees, as follows: Five percent (5%) of the Service Fees for each 30 minutes of Cloud Database Instance unavailability, after the first 0.01% of unavailability during the month, up to one hundred percent (100%) of the Service Fees. You shall not be entitled to a credit if (i) the event giving rise to the credit would not have occurred but for the resizing any Cloud Database Instance(s) upon your instructions (including by increasing or decreasing the amount of storage or compute resources dedicated to a given Cloud Database Instance), or (ii) where the applicable Cloud Database Instance(s) are root enabled.

4. CLOUD DBA MONITORING SERVICE LEVEL GUARANTEE.

Rackspace will notify you via text message, email, or the Rackspace ticketing system of Rackspace Monitoring Alerts on your DB Server(s) within five (5) minutes of the Rackspace Monitoring Alert being generated. If we fail to meet this guarantee you are entitled to a credit in the amount of five percent (5%) of your Service Fees per event, up to one hundred percent (100%) of your monthly Service Fees. You shall not be entitled to a credit if the event giving rise to the credit would not have occurred but for your failure to implement the recommended configuration changes or upgrades provided to you by Rackspace support teams (the “**Configuration Guidance**”) or otherwise address the issue in a manner which permits Rackspace to provide the DBA Services within five (5) days of your receipt of the Configuration Guidance, or such other time frame as stated in the Configuration Guidance.

5. CLOUD FILES SERVICE LEVEL GUARANTEE.

We guarantee that the Cloud Files Services will be available 99.99% of the time in a given billing cycle. The Cloud Files Services will be deemed available unless: (i) the Data Center Network is experiencing Data Center Network Downtime, or (ii) the Cloud Files Service returns a Server Error Response to a Valid API Request during two or more consecutive ninety (90) second intervals, or (iii) the global network of servers designed to expedite delivery of web content by serving the content from a location in geographic proximity to the user, known as a Content Delivery Network, fails to deliver an average download time for a 1-byte reference document of 0.3 seconds or less, as measured by Rackspace’s third party measuring service. If we fail to meet this guarantee you will be eligible for a credit calculated as a percentage of your Service Fees, and based on the duration of the availability in a given monthly billing period as follows:

Cloud Files availability	Credit amount
99.99% - 99.0%	25%
98.99% - 98.0%	40%
97.99% - 97.5%	55%
97.49% - 97.0%	70%
96.99% - 96.5%	85%
Less than 96.5%	100%

6. CLOUD LOAD BALANCERS SERVICE LEVEL GUARANTEE.

We guarantee that your Load Balancers will be available 99.99% of the time in any given monthly billing period. Load Balancers will be deemed available unless network traffic is unable to reach the

load balanced servers or endpoints as appropriate. In the event of a Load Balancer failure, the system shall failover to a partner device resulting in less than 30 (thirty) seconds of Load Balancer unavailability. If we fail to meet this guarantee you will be eligible for a credit calculated as a percentage of the Service Fee (including monthly instance, concurrent connections and bandwidth charges) as follows: Five percent (5%) of the Service Fees for each hour of unavailability or part thereof, up to one hundred percent (100%) of the Service Fees.

7. RACKSPACE MONITORING SERVICES

7.1 The Rackspace Monitoring Services consist of the Remote Monitoring Service and the Deep Server Monitoring Service as described below. The Remote Monitoring Check and Deep Server Check are together the “**Checks**”.

7.2 **Remote Monitoring Service.** With the Remote Monitoring Service you can check the availability of remote web services by attempting to create an active connection to a specified port (a “**Remote Monitoring Check**”). You may use Remote Monitoring Checks on any IP address (or related hostname) that you own, whether hosted by Rackspace or at another location. You may not configure Remote Monitoring Checks against IP addresses that you do not own, and while you may configure Remote Monitoring Checks against dynamic IP addresses you must disable or modify the applicable Remote Monitoring Checks when the target IP is re-assigned (for this reason we suggest that you point any Remote Monitoring Check running against a dynamic IP target to a DNS entry that is updated when the target IP changes).

7.3. **Deep Server Monitoring Services.** With the Deep Server Monitoring Service, you can monitor your server resources, including Memory, CPU, Disk, and Network (“**Deep Server Check**”). You may not configure Deep Server Checks against servers that you are not authorized to monitor and you must disable or modify the applicable Deep Server Checks if your authority with the respect to the servers ends.

7.4. **Rackspace Monitoring Services Service Level Guarantee.** We guarantee that the Rackspace Monitoring Services will be available 99.99% of the time in any given monthly billing period. Rackspace Monitoring Services are considered available if they perform properly configured Checks and notify you of any failed Check within thirty (30) minutes of performing the Check. If we fail to meet this guarantee in any given monthly billing period, you will be eligible for a one-time credit of ten (10) US dollars. If you are paying for your Services in a currency other than US dollars, then any credit that is expressed above as a fixed number of US dollars will be converted to the currency in which you pay for your services as of the date of the invoice on which the credit is applied. You will not be entitled to credits related to your misconfiguration of the cloud system or Rackspace Monitoring Services agent (including if you are not using the most current version of the Rackspace Monitoring Services agent), or for any failures relating to the networking issues between you and the Rackspace Monitoring Services systems.

8. CLOUD SERVERS & ONMETAL CLOUD SERVERS SERVICE LEVEL GUARANTEES

8.1 **Control Plane Service Level Guarantee.** This Control Plane Service Level Guarantee applies only to Cloud Server (Next Gen) and OnMetal Cloud Server Services. We guarantee the Control Plane shall have 99.9% Monthly Availability. If we fail to meet this guarantee you will be eligible for a credit, calculated as follows:

Monthly Availability	Credit Percentage
----------------------	-------------------

< 99.99% - 99.0%	20%
< 99.0%	30%

8.2. Data Plane Service Level Guarantees. Save as expressly stated to the contrary below, these Data Plane Service Level Guarantees apply to Cloud Server (First Gen) Services, Cloud Server (Next Gen), and OnMetal Cloud Server Services.

8.2.1 Network Availability Service Level Guarantee. Rackspace guarantees that its Data Center Network will be available one hundred percent (100%) of the time in any given monthly billing period. The Data Center Network will be deemed available unless a Cloud Server is not reachable due to Data Center Network Downtime. If we fail to meet this guarantee you will be eligible for a credit, as follows: Five percent (5%) of the Service Fees for each thirty (30) minutes of Data Center Network Downtime (or portion thereof), up to one hundred percent (100%) of the Service Fees.

8.2.2 Data Center Infrastructure Service Level Guarantee. Rackspace guarantees that data center HVAC (heating, ventilation, and air conditioning) and Power will be functioning one hundred percent (100%) of the time in any given monthly billing period. Data center HVAC and Power will be deemed functioning unless experiencing Data Center Infrastructure Downtime. If we fail to meet this guarantee, you will be eligible for a credit, as follows: Five percent (5%) of the Service Fees for each thirty (30) minutes of Data Center Infrastructure Downtime (or portion thereof), up to one hundred percent (100%) of the Service Fees.

8.2.3 Cloud Server Hosts Service Level Guarantee. Rackspace guarantees the functioning of all Host Servers hosting the Cloud Servers, including the hypervisor. If a Host Server hosting a Cloud Server fails, Rackspace guarantee that restoration or repair will be complete within one (1) hour of problem identification. If we fail to meet this guarantee you will be eligible for a credit, as follows: Five percent (5%) of the Service Fees for each additional hour of unavailability (or portion thereof), after the first hour, up to one hundred percent (100%) of the Service Fees.

8.2.4 Migration Service Level Guarantee. This Migration Service Level Guarantee does not apply to OnMetal Cloud Server Services. If a Cloud Server migration is required because of Host Server degradation, we will notify you at least twenty four (24) hours in advance of beginning the migration, unless we determine in our reasonable judgment that we must begin the migration sooner. Either way, we guarantee the migration will be complete within three (3) hours of the time we begin the migration. If we fail to meet this guarantee you will be eligible for a credit, as follows: Five percent (5%) of the Service Fees for each additional hour of unavailability (or portion thereof), after the first three (3) hours, up to one hundred percent (100%) of the Service Fees.

9. CLOUD SUPPORT SERVICE LEVEL GUARANTEE.

This Cloud Support Service Level Guarantee applies to Managed Infrastructure and Managed Operations customers only. You are entitled to a credit of five percent (5%) of the Service Fees for the Affected Components for every half hour (or part thereof) of unplanned unavailability caused by Rackspace's Support activities, up to a maximum of a hundred percent (100%) of the Service Fees for such Affected Components. The Services shall be deemed unavailable if they fail to respond to the Rackspace Monitoring Services and are unable to send and receive information for the purpose in which they have been provisioned. If the event for which a credit may be payable under this guarantee is an event which would also be eligible for a credit under another SLA or is an event contemplated by another SLA, you shall not be eligible for a credit under this guarantee. You shall not be entitled

to a credit in the event that you fail to implement appropriate Rackspace Monitoring Services; or disable, block, remove, or otherwise interfere with the Rackspace Monitoring Services.

10. CLOUD QUEUES API SERVICE LEVEL GUARANTEE.

We guarantee that the Cloud Queues API shall have 99.9% Monthly Availability. The rate limit for the Cloud Queues Service is 300 requests per account per second. If you exceed this limit, your Cloud Queues Service may be throttled or stopped, and this guarantee shall not be applicable. If we fail to meet this guarantee you will be eligible for a credit, calculated as follows:

Monthly Availability	Credit Percentage
< 99.9% - 99.5%	10%
< 99.5% - 99.0%	20%
< 99.0%	30%

11. COUNTRY SPECIFIC TERMS (SERVICES PROVIDED FROM AUSTRALIA) - AUSTRALIA CONSUMER LAW.

If you have purchased Services that will be provided in whole or in part from data centers or other Rackspace facilities located in Australia, then this term shall also form part of that Agreement. For the purposes of this clause, "Australia Consumer Law" means Schedule 2 to the Competition and Consumer Act 2010 (Cth); "Non-excludable Rights" means a condition, warranty, right or guarantee implied by relevant legislation, including the Competition and Consumer Act 2010 (Cth), the exclusion of which from the Agreement would cause part or all of the Agreement to be void. Where Non-Excludable rights apply under Australia Consumer Law, Rackspace's goods come with guarantees that cannot be excluded by Australia Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.