

CenturyLink Hosting-Related Services Retail Service Level Agreement (“SLA”)
(not applicable to service offered under the CenturyLink Wholesale and Enhanced Services Agreements)

1. Definitions. Unless defined herein, capitalized terms will have the definitions assigned to them in Customer’s CenturyLink agreement for the services subject to the SLAs provided hereunder (“Agreement”) or as defined in the CenturyLink service exhibit specific to the service (“Exhibit”).

2. IQ SLA. The Internet bandwidth component of the Hosting-related Services provided hereunder is subject to the CenturyLink IQ™ Networking SLA (“IQ SLA”). The CenturyLink IP network, which is a component of the IQ SLA (i.e., Network Availability, Latency, and Reporting Goals), will also include all network equipment up to, but not including, the first Customer device which is connected to a CenturyLink-owned switch. CPE located in Customer’s premises is specifically excluded as a component and will not be factored in when determining the IQ SLA. CenturyLink will notify Customer that Service is unavailable (see “Reporting” goal in the IQ SLA) by the agreed upon notification method of either e-mail, fax, and/or phone.

3. Dedicated Hosting SLAs.

(a) Co-location Implementation SLA. CenturyLink will make available Customer’s dedicated hosting space (e.g., rack or cabinet) and Ethernet Port within 10 business days commencing from the time Customer’s order is confirmed by CenturyLink’s Implementation Services Group (“ISG”) manager. Implementation is considered complete once the space and Ethernet Port are available for customer use.

(b) HVAC SLA. CenturyLink will maintain redundant HVAC support for the raised floor in the CyberCenter in order to maintain an appropriately air-conditioned environment (between 55 degrees and 85 degrees Fahrenheit) and proper relative humidity level (between 20% and 65%), as measured by CenturyLink (“HVAC SLA”). If the temperature and/or humidity fails to comply with the HVAC SLA, CenturyLink will have four hours to remedy the non-compliance before Customer will be entitled to any HVA SLA credits.

(c) Power SLA. The Service is provided with the following service level target.

Power Availability	100%
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Credit Calculation

If the Service is subject to a Power Outage, Customer may request service credits in accordance with this SLA. SLA credits are based on cumulative Power Outage over a calendar month. All Power Outage measurements will be based on CenturyLink’s internal monitoring equipment and records. Credit amounts will be calculated in accordance with the following table.

Cumulative Duration of Power Outage within a Calendar Month	Percentage of Savvis Network MRC for Affected Service to be Credited
1 minute through 44 minutes	5%
45 minutes through 3 hours, 36 minutes	10%
3 hours, 37 minutes through 7 hours, 12 minutes	20%
Greater than 7 hours, 12 minutes	30%

Customer shall have equipment capable of utilizing dual power sources and equipment shall be capable of operating at 100% of load without sustaining an outage on either source if power is lost to one of the sources. Equipment shall be plugged directly into both the A power strip and the B power strip, unless otherwise provided in the Service Exhibit or Order Form, Customer shall not permit power consumption to exceed the power rating identified in the Agreement or Exhibit and all equipment shall be in compliance with the electrical regulations of the region where equipment is installed. Cabling used by Customer shall meet national electrical and fire standards and any specifications provided by CenturyLink or Savvis.

Definitions

"Affected Service" means only the portion of a Service actually impacted by a Power Outage at the relevant Data Center.

"Power Outage" means any period of at least one minute during which Customer is unable to utilize the Service due to CenturyLink’s failure to provide Customer with the specified power in the Customer Area. All Power Outage measurements will be rounded to the nearest one minute increment.

(d) Credits. If CenturyLink fails to meet the Co-location Implementation SLA, the HVAC SLA or the Power SLA, as measured by CenturyLink, Customer’s sole and exclusive remedy is service credits in the amount of: (i) in the case of the Implementation SLA, a one-time, nonrecurring credit equal to \$2,000; (ii) in the case of the HVAC SLA, one day’s pro-rated MRCs associated with Customer’s rack or cage MRC for each cumulative hour beyond the four hour remedy period that the Service failed to comply with the HVAC SLA; provided, however, under no circumstances will Customer be entitled to HVAC SLA credits in any one calendar month in excess of charges for seven days of MRCs, or (iii) in the case of the Power SLA, as set forth in Section 3(c) above. In no case will the Power SLA credits accrued in any calendar month exceed, in the aggregate across all events, thirty percent (30%) of the invoice amount for the Affected Service.

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(e) Credit Requests. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date the relevant SLA goal was not met. A credit will be applied only to the month in which the event, giving rise to the credit, occurred. Outages spanning month-end will be handled as a single outage and credited appropriately. Any SLA credits will be promptly issued against Customer’s invoice.

(f) Exceptions. Service credits will not be available in cases where the Implementation SLA, HVAC SLA or Power SLA are not met as a result of: (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications, or systems not controlled by CenturyLink; (iii) circumstances or causes beyond the control of CenturyLink, including instances of Force Majeure Events; (iv) scheduled service maintenance, alteration, or implementation, including Normal Maintenance (as defined in the IQ SLA); (v) any suspension of Service pursuant to the Agreement, or (f) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information.

4. Tape Backup SLAs.

On-site tape	SLA: initiate restore process within 30 minutes of receipt of request Violation: waive recall fees and T&M charges (if applicable) for this incident
Off-site tape	SLA: initiate restore process within 30 minutes of receipt of media Violation: waive recall fees and T&M charges (if applicable) for this incident

5. Storage SLA.

(a) Credits. Managed Storage Utility Service (“Storage Service”) is subject to the below Storage SLA where the servers are redundantly attached to the storage fabric, and will be effective as of the first day of the second month after initial installation of Storage Service. The demarcation point for the Storage SLA is from the Storage Service infrastructure up to, but not including, Customer’s HBA. Storage Service downtime will exist when Customer does not have read/write access to the Storage Service at Customer’s redundant HBA ports. Storage Service unavailability is measured from the time the trouble ticket is opened to the time that Customer once again has read/write access to the Storage Service.

Actual Availability	Tier 1	Tier 2	Tier 3
>=99.999% - 100%	None	None	None
>=99.95% - <99.999%	10%	None	None
>=99.7% - <99.95%	30%	10%	10%
>=98% - <99.7%	50%	30%	30%
Below 98%	100%	50%	50%

Credits are stated as a percentage of the MRC associated with the affected Storage Service. Any credits due pursuant to the Storage SLA will only be applied against the MRC of the affected Storage Service and will not apply to any other MRCs or NRCs, including, without limitation, any charges associated with the Hosting Service, Storage Assessment, or any other services provided by CenturyLink.

(b) Service Credit Exceptions; Maximum Credits. Service credits will not be available in cases where the Storage SLA is not met as a result of: (i) the negligence, acts, or omissions of Customer, its Authorized Representatives, employees, contractors, or agents or its End Users, including, without limitation, any breach of the Obligations of the Parties Section of the Storage Service Exhibit; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink; (iii) circumstances or causes beyond the control of CenturyLink, including instances of a Force Majeure Event as defined in the Storage Service Exhibit; or (iv) scheduled service maintenance, alteration, or implementation (as defined in the Dedicated Hosting Service SLA). The Storage SLAs only apply to Storage Service provided by CenturyLink. Accordingly, Customer is solely responsible for administering and managing all aspects of its application(s). There are no SLAs associated with the availability (or unavailability), administration, monitoring, or management of Customer’s applications, database tables, or other internal database features. In the event that Customer is entitled to multiple credits under the Storage SLAs and the IQ SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event (e.g., Customer will not be entitled to “double credits” in the event of network unavailability). Notwithstanding the foregoing, Customer may be entitled to separate, overlapping credits in the event of unrelated events affecting the Storage Service. Under no circumstances will Customer be entitled to credits in any one calendar month in excess of charges for 30 days of Storage Service. Customer’s remedies for any and all claims relating to the Storage Service will be limited to those set forth in the Storage SLA and IQ SLA.

6. Managed Hosting SLA. The SLAs applicable to Managed Services are as set forth in the Managed Hosting SOW(s).