

CenturyLink Managed Server Retail Service level Agreement (“SLA”)
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This SLA applies to CenturyLink Managed Server service (“Service”) ordered by customers pursuant to an agreement (“Agreement”) between the specific customer (“Customer”) and CenturyLink. Capitalized terms not defined herein will have the definitions assigned to them in the Agreement or in the applicable CenturyLink Service Exhibit (“Exhibit”).

1. Definition.

“Downtime” means the amount of time the Customer experiences a Severity Level 1 outage beyond the amount threshold tolerated under the applicable SLAs, and is measured beginning after the response target timeframe set forth in Section 5 below.

“Service” means the Managed Server service.

“Severity Level 1” means the type of outage caused by a single event resulting in a complete outage impacting the customer and preventing the Customer from reaching any element of its environment. Examples: Power events or equipment failure.

“Severity Level 2” means the type of outage caused by a single event resulting in an outage of a physical or virtual device, but not causing a complete outage and where the environment remains accessible. Example: Server down, but networking components not impacted.

“Severity Level 3” means a non-outage event resulting in performance degradation. Examples: Services within server halted, CPU or Disk space, Memory, IIS service stopped, database restores and refreshes, or Latency.

“Severity Level 4” means a service request or request for information associated with all other situations.

“Service Availability” means the percentage of time during which the Service is available to Customer.

2. Managed Server SLA. The Managed Server component of the Hosting-related Services provided hereunder is subject to this SLA. Other Managed Hosting Service components may be governed by separate SLAs. 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.

Value Managed Server	Performance Managed Server
99% Service Availability	99.5% Service Availability

3. SLA Credits.

3.1 Credits. Customer’s sole and exclusive remedy for Severity Level 1 Outages causing CenturyLink’s failure to meet the SLAs set forth above is a credit in an amount not to exceed the equivalent of one hour’s pro-rated MRC for each cumulative hour of Downtime in any one-month rolling interval (“SLA Credit”). In no event shall the amount of total SLA Credits exceed the equivalent of seven days’ pro-rated MRC. For purposes of the pro-ratation contemplated by this section, a month is defined as defined as 30.4 days.

3.2 Credit Requests. To be eligible for SLA 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 an SLA was not met. Outages spanning month-end will be handled as a single outage and credited appropriately. SLA Credits will be promptly issued against Customer’s invoice. No SLA Credits will be issued for any outages other than Severity Level I outages.

3.3 Exceptions.

3.3.1 SLA Credits will not be available where an SLA is not met as a result of: (a) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not controlled by CenturyLink; (c) circumstances beyond the control of CenturyLink, including instances of Force Majeure Events; (d) scheduled service, maintenance, alteration or implementation, including Normal Maintenance (as defined in the IQ SLA); or (e) environments where Customer requires full or partial administrative or root-level access for any or all devices within the environment.

3.3.2 In the event that Customer is entitled to credits under this SLA as well as other applicable service level agreements due to 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” under various SLAs in the event of network unavailability). Notwithstanding the foregoing, Customer may be entitled to multiple, non-cumulative credits in the event of unrelated events affecting the Service.

4. Operations Response Targets. CenturyLink will make best efforts to respond to outages within the time frames prescribed below. These time frames are measured beginning at the point a trouble ticket is dispatched to CyberCenter until a CyberCenter staff member has accepted the trouble ticket and begins addressing the outage.

- Severity Level 1 – 95% within 5 minutes
- Severity Level 2 – 95% within 15 minutes
- Severity Level 3 – 95% within 60 minutes
- Severity Level 4 – 95% within 120 minutes

4.1 When an outage is identified, CenturyLink will notify the Primary contact(s), as designated by the customer on Emergency Contact forms, within the timeframes prescribed above.