

CenturyLink Managed Storage On Premise and Cloud Services Service Level Agreement (“SLA”)

This Service Level Agreement (“SLA”) applies to the Managed Storage On Premise and Cloud Services (“Services”) ordered by Customer pursuant to the Agreement between CenturyLink and Customer. CenturyLink will provide the Services in accordance with the terms set forth below. Capitalized terms not defined in this SLA are defined in the Agreement or applicable Service Attachment.

Service Commitment. CenturyLink will use commercially reasonable efforts to make the Services available with a monthly uptime percentage of at least 99.99%, in each case during any monthly billing cycle (the “Service Commitment”). In the event that the Services do not meet the Service Commitment, the Customer will be eligible to receive a service credit as described below.

Downtime Period. Downtime Period is a period of one or more consecutive minutes of loss of external connectivity or persistent disk access (“Downtime”). Partial minutes or intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. The Downtime Period will commence when the Customer is unable to access Customer data stored via the Services and will end when access becomes available, provided that such Downtime is not due to any of the exclusions outlined below.

Service Credit Calculation. A service credit is an amount measured in US dollars or other applicable currency that CenturyLink will apply against a Customer’s future payments to CenturyLink. Service credits are not transferable, do not convert to cash refunds or refunds in any other form, and expire after one month of having been issued. Service credits are the sole and exclusive remedy available to the Customer for any Downtime Period.

Service credits are issued according to the following schedule:

Goal	Monthly Cumulative Downtime	Service Credits
99.99%	1 to 60 minutes	5% of monthly fee
	61 to 120 minutes	10% of monthly fee
	121 to 180 minutes	15% of monthly fee
	181 to 240 minutes	20% of monthly fee
	241 to 300 minutes	25% of monthly fee
	301 to 360 minutes	30% of monthly fee
	361 to 420 minutes	35% of monthly fee
	421 to 480 minutes	40% of monthly fee
	481 to 540 minutes	45% of monthly fee
	541 to 600 minutes	50% of monthly fee
	601 to 660 minutes	55% of monthly fee
	661 to 720 minutes	60% of monthly fee
	721 to 780 minutes	65% of monthly fee
	781 to 840 minutes	70% of monthly fee
	841 to 900 minutes	75% of monthly fee
	901 to 960 minutes	80% of monthly fee
	961 to 1020 minutes	85% of monthly fee
1021 to 1080 minutes	90% of monthly fee	
1081 to 1140 minutes	95% of monthly fee	
	Above 1141 minutes	100% of monthly fee

Remedies. In order to obtain credits under this SLA, Customer must go to the managed storage portal as identified by CenturyLink within fifteen (15) days of the Downtime Period. Once CenturyLink confirms the Downtime and approves the claim, the corresponding service credits will be applied to the invoice issued in the month following the applicable Downtime. Failure to request service credits or provide the required documentation supporting the requests will make the Customer ineligible for service credits for that month. The Customer must be current on all outstanding invoices in order to be eligible for the service credits referenced in this SLA. No service credits will be extended if the Customer is delinquent in its payment of outstanding invoices. SLA credits are calculated on the cumulative Downtime over a calendar month. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 100% of the relevant MRCs for the Service.

Exclusions. This SLA only applies to unplanned Downtime of the Services in standard operating conditions. Exclusions include, but are not limited to, the following: (a) Unavailability of the Services during scheduled maintenance windows, emergency maintenance or any other agreed-to scheduled Downtime activity; (b) Downtime caused by failures of third party systems or services that are outside of CenturyLink’s control; (c) Downtime that resulted from modifications or changes of the operating system, database, application code or other Customer code, not provided by CenturyLink; (d) Any availability or outage impact related to client-side security breaches or compromised service credentials; (e) Downtime associated with improper use of the Services (credentials, call sequence, method formats, etc.); (f) Any Downtime that resulted from act or omission of Customer, its end users, anybody on their behalf or any other third party, not under the control or responsibility of CenturyLink, including but not limited to Customer failure to provide remote hands or adhere to CenturyLink’s instructions related to the operation of the Service; (g) Any external factor affecting Customer from making use of Services; (h) Unavailability of access to volumes encrypted by the Services, due to failure of the Customer to provide the encryption password, or failure to enter the encryption password in a timely manner, or loss of the encryption password by the Customer; (i) Suspension or termination of Services; (j) Any Service outage due to force majeure; (k) Any Downtime caused as a result of the Customer’s equipment, software or other technology; and (l) Any Downtime caused as a result of abuses or other behaviors that violate this SLA; and (m) not applicable for wholesale customers.

The provisions of this SLA state Customer’s sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.