This 10,000% Guaranteed, 100% Uptime Service Level Agreement (this "**SLA**") supplements the https://www.rackspace.com/information/legal/gogrid-terms-of-service, and together such documents, and others referenced in the Terms of Service, form a binding agreement (the "**Agreement**") between GoGrid and Customer. Terms defined in the Terms of Service will have the same meaning when used in this SLA.

This SLA covers the following elements of the Service:

- Server Uptime
- Persistent Storage
- Network Performance: Internal and External
- Cloud Storage
- Server Reboot
- Support Response Time
- Domain Name Services
- Physical Security
- 24 x 365 Engineering Support

This SLA does not apply to any feature of the Service not specifically identified in the SLA, or to any feature GoGrid identifies as "beta." If GoGrid chooses to provide SLA credits for beta features, such choice will not impose any obligation on GoGrid, and GoGrid may reverse such choice at any time.

I. REMEDIES FOR SERVICE FAILURE

This SLA lists certain GoGrid standards for provision of the Service, and it offers Customer a 10,000% Service Credit (as defined below) for any failure to meet those standards. This SLA also lists several additional Service standards—standards of quality GoGrid strives to meet, even though they're not guaranteed or subject to credits, and even though Customer might not notice any failure to meet some of them. These additional standards are listed alongside the credit standards below, for informational purposes only, to provide a sense of GoGrid's commitment to excellence. (Each listing of a standard below states whether it's a credit standard or an additional one.)

A. 10,000% Guaranteed

1. If the Service does not achieve the performance levels described in Parts II, IV, V, VI, XIII and X below ("**Failure**"), GoGrid will provide Customer with a 10,000% Service Credit (as defined in Section A (2) below), pursuant to the provisions, requirements, and limitations of this SLA, including Parts XI through XIII.
2. A "10,000% Service Credit" is a credit equivalent to one hundred (100) times Customer's fees for the impacted Service feature for the duration of the Failure. (For example, where applicable: a Failure lasting seven (7) hours would result in credit of seven hundred (700) hours of free service for the feature in question; a Failure lasting fifteen (15) minutes would result in a 1500-minute, or 25-hour, credit.) No credit will exceed one hundred percent (100%) of Customer's fees for the Service feature in question in the Customer's then-current billing month. (For example, a one hour failure of a virtual server billing with 1 GB RAM at $0.08 / GB Hour would generate an SLA credit of $0.08 x 1 (GB) x 100 = $8.00.)
3. Each Service standard described below lists the fees that are subject to the 10,000% Service Credit. As used in those listings:
    1. "Memory Hours Fees" refers to fees for RAM (Random Access Memory) allocated to Customer's virtual server, whether it is online or offline;
    2. "Transfer Fees" refers to fees for bandwidth transferred from Customer's virtual server out to the internet;
    3. "Cloud Storage Fees" refers to fees for the cloud storage feature of the Service; and

4. "Miscellaneous Fees" refers to fees for any other Service feature.

B. Limitations & Warranty Disclaimer

The remedies set forth in this SLA are Customer's sole and exclusive remedies for any Failure or other failure of the Service, including without limitation for any breach of warranty, except as specifically set forth in the Agreement.

PERFORMANCE PURSUANT TO PARTS III, VII, X AND XI BELOW IS NOT GUARANTEED, AND NEITHER THIS SLA NOR ANY OTHER PORTION OF THE AGREEMENT PROVIDES CREDITS OR OTHER REMEDIES FOR FAILURES TO MEET THE STANDARDS LISTED THERE.

II. SERVER UPTIME

Individual servers will deliver 100% uptime as monitored within the GoGrid network by GoGrid monitoring systems (Server Uptime Guarantee). Only failures due to known GoGrid problems in the hardware and hypervisor layers delivering individual servers constitute Failures and so only those Failures are covered by this Server Uptime Guarantee and this SLA.

Examples of Failures include power interruptions, hardware problems such as failures to a hard drive or power supply, and failures to the hypervisor environment supporting Customer servers. Problems related in any way to the Customer server operating system or any other software on the customer server, or to the actions of Customers or third parties, do not constitute Failures and are not subject to any remedy defined herein.

Credits for this Part II will be issued against Memory Hours Fees only. Credit is calculated using the Customer's then-current rate for Memory Hours Fees at the time of Failure.

(Example: If a Customer is currently paying $0.08 / GB hour and experiences a 1 GB server failure for 1 hour, one credit of $8.00 (10,000% x $0.08) will be applied to the Customer's account.) A credit will be issued for the period (i) starting when a Case (as defined below in Part XIII) is filed by Customer or by GoGrid support representatives and (ii) ending when the server returns to an online state.

III. PERSISTENT STORAGE

GoGrid will make reasonable efforts to insure that server storage is "persistent." In the event of hardware or software Failures as defined in Part II above, GoGrid will make commercially reasonable attempts to return the Customer to pre-Failure state including restoring:

- Networking configuration such as public and private IP addresses and VLAN;
- Operating system and existing configuration;
- Application software as configured by Customer; and
- Data.

Furthermore, these efforts will include supporting the Customer via telephone, chat or Email at the Customer's choosing.

(Example: in the event of a failure to a mother-board supporting a Customer server, the mother-board will be replaced and the Server will be returned to service, rebooted, with the same IP address, VLAN, networking configuration, operating system configuration, application software and data on the hard-drive.)

GoGrid will determine in its sole discretion the extent of effort and resources required to recover Customer environments and data. Recovering data after more than one disk fails in a RAID array or other comparably complex recoveries are beyond the scope promised.

GoGrid is not required to assist with any application software. GoGrid supports a limited set of common operating systems and only supports such operating systems that have not been modified in any way by the Customer. No guarantee whatsoever is provided on the success of any Customer recovery.

IV. NETWORK PERFORMANCE

GoGrid will deliver 100% uptime for internal network performance as defined below in Section IV.B. In addition, GoGrid will deliver network performance meeting or exceeding the specifications listed in this Part IV.

A. Network Performance Definitions

- "**Jitter**" means variation in Latency.
- "**Latency**" refers to the amount of time it takes for a packet of data to travel from one point to another.
- "**Maximum Jitter**" is defined as the highest permissible level of jitter within a given period when there is no Network Outage.
- "**Network Outage**" is defined as an unscheduled period during which IP services are not useable due to capacity-constraints on the GoGrid network, or a hardware or software failure on the GoGrid network.
- "**Packet Loss"** is defined as Latency in excess of 10 seconds.

All Jitter, Latency, and Packet Loss metrics outlined below are monthly averages, unless otherwise noted in this Part IV.

B. Internal Network Performance

GoGrid servers reside within dedicated VLANs. Each Customer account is provisioned with two VLANs, one that is publicly routed, and a second that is private (i.e. 10.* addresses). This SLA only guarantees the network performance between the network interfaces of GoGrid servers in the same Customer account and on the same VLAN.

GoGrid guarantees 100% uptime of the internal network that connects GoGrid virtual servers to one another. 100% uptime is defined as internal network performance that meets or exceeds the following criteria:

- Packet loss < 0.1%
- Latency < 5ms
- Jitter < 0.5ms within any 15 minute period

Maximum Jitter: 10 milliseconds within any 15-minute period.

C. External Network Performance

At least two (2) of the specified networks in each continent will meet the performance specifications listed below at any given time, as measured and determine solely by GoGrid. GoGrid may change the specific measured hardware devices without prior notice.

1. *North American Network Performance*

- Packet loss to
  - West Coast of North America < 0.2%
  - East Coast of North America < 0.3%
- Latency to:
  - West Coast of North America < 45ms
  - East Coast of North America < 90ms
- Jitter to:
  - West Coast of North America < 1.0ms
  - East Coast of North America < 1.2ms
- Maximum Jitter: 10 milliseconds during any 15-minute period.
- GoGrid currently measures performance to the following North American networks: Verio, Level3, Above.net, UUNet.

2. *South American Network Performance*
   - Latency to South America < 220ms
   - Maximum Jitter: 10 milliseconds during any 15-minute period.
   - GoGrid currently measures performance to the following South American networks:
     - Brazil: UOL, STI
     - Chile: Netline, Firstcom
     - Argentina: UOL Sinectus, Sion
3. *European Network Performance*
   - Latency to Europe < 175ms
   - Maximum Jitter: 10 milliseconds during any 15-minute period.
   - GoGrid currently measures performance to the following European networks:
     - France: Tiscali, France Telecom, Neuf Telecom
     - United Kingdom: NTL, Zen, Pipex
     - Germany: Star 21 Networks, PJS net, T-Online
4. *Asian Network Performance*
   - Latency to Asia < 170ms
   - Maximum Jitter: 10 milliseconds during any 15-minute period.
   - GoGrid currently measures performance to the following Asian networks:
     - Japan: Singtel, Tuka, IA Japan
     - Hong Kong: Uni Net, Linkage, HK Supernet
     - South Korea: Kornet, Moumnet, BoraNet / SuperNet
5. *Australia Network Performance*
   - Latency to Australia < 200ms
   - Maximum Jitter: 10 milliseconds during any period of 0.1% of a calendar month
   - GoGrid currently measures performance to the following Australian networks:
     - Optusnet
     - iiNet
     - Netspace
     - TPG
     - Adam Internet
6. *South Africa Network Performance*
   - Latency to South Africa < 480ms
   - Maximum Jitter: 10 milliseconds during any period of 0.1% of a calendar month
   - GoGrid currently measures performance to the following South African networks:
     - South Africa: Coza, XSInet, Inloco
     - Zimbabwe: Mweb, Utande, Telconet

D. Limitations

This SLA does not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

E. Credits

Credits for this Part IV will be issued against prepaid Transfer Fees only, and not against pay-as-you-go Transfer Fees or any other fees. (Pay-as-you-go Transfer Fee plans are not covered in this Part IV due to the inherent difficulty of quantifying transfer during the outage period.)

The rate at which the credit is applied will be equal to the prepaid Transfer Fees divided by 744 hours per month.

(Example: Customer is currently on the 1TB prepaid Transfer Fees plan with a rate of $200/744 hours per month = $0.269 per hour. If a Customer experiences a network outage of two hours, then GoGrid will apply a credit of $53.76 (10,000% x 2 hours x $0.269) to Customer's account.)

VI. CLOUD STORAGE

GoGrid provides a storage service that is implemented by enabling the mounting of a file system to a server, using one or more standard protocols.

GoGrid guarantees 100% uptime of the cloud storage service. 100% uptime is defined as performance of the cloud storage service balancer that meets or exceeds the following criteria:

- Latency to the cloud storage mount point IP address < 5ms

A cloud storage Failure occurs when Customer cannot retrieve data through any of the supported protocols, due to problems with hardware and software in GoGrid's control. Data retrieval issues caused by problems connecting to the Service, including without limitation problems on the Internet, do not constitute Failures and so are not covered by this SLA.

Under no circumstances will GoGrid be responsible for the restoration of any data to cloud storage or for the loss of any data.

Customer will receive a service credit for the period of time starting when a Case is filed (as defined in Part XIII) requesting assistance in accessing Customer data until the service is reinstated.

Credits for this Part VI are issued against the currently utilized amount of Cloud Storage Fees only, using the Customer's then-current rate for Cloud Storage. (Example: Customer is currently paying $0.15 /GB Cloud Storage Fees and has 200GB cloud storage unavailable for 1 hour. A credit of 190 [10GB are free and do not apply] x $0.15 = $28.50 / 720 [hours in the month] = $0.39 will be applied to Customer's account.)

VII. SERVER REBOOT

Server power cycling: < 15 minutes

The Service includes an automated system for rebooting each virtual server. The Customer Portal allows Customer to request an immediate reboot (a "Reboot Request"). This SLA applies only to requests for reboots initiated through such automated system or the corresponding API. The figure listed above is the maximum period between the time of the Reboot Request and either the

actual virtual server rebooting or notice to Customer that the reboot failed. To qualify for a credit, Customer must open a Case requesting a manual reboot.

VIII. CLOUDLINK PERFORMANCE

A. CloudLink Performance Definitions

See the definitions under Part IV.A above.

B. CloudLink Metrics

Maximum Jitter: 5 ms during any 15-minute period

Latency between North American West Coast and East Coast: < 80 ms

C. Limitations

This SLA does not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); (b) failures due to denial of service attacks; or (c) network performance due to software or operating system bugs or other issues.

IX. SUPPORT RESPONSE TIME

- EMERGENCY Cases - 30 minutes
- The following are the EMERGENCY categories:
    - Server down
    - Packet loss
    - Routing issue
- All other Cases - 120 minutes

A tracking number will automatically be provided to Customer promptly after opening of the Case, and a human support engineer will review the support request within the timeframe listed above. GoGrid may reclassify any Case misclassified as falling into one of the EMERGENCY categories listed above, and such Case will not qualify for EMERGENCY treatment. Resolution and repair times vary, and this SLA does not address them.

X. DOMAIN NAME SERVICES

Primary DNS availability: 100%

"**DNS**" means domain name server. A period of DNS failure is any time during which 100% of GoGrid's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location, and it does not guarantee against zone inaccuracies due to operator error.

Credits for this Part X will be issued against prepaid Transfer Fees only, and not against pay-as-you-go Transfer Fees or any other fees.

XI. PHYSICAL SECURITY

24 x 365 on-site security

GoGrid will ensure the presence of a professional security guard in the computer server hosting facilities at all times, charged with enforcing GoGrid's security policies. (Those policies require, among other things that GoGrid employees, vendors, and visitors wear a badge and that authorized visitors who have not been issued a permanent badge leave a valid U.S. driver's license or passport with the guard while in the Facility.)

XII. 24 x 365 ENGINEERING SUPPORT

24 x 365 Engineering Support

GoGrid will maintain support engineers actively on duty 24 hours per day, every day of the year, monitoring GoGrid's network operations center ("NOC") and assisting customers. These engineers will provide support by telephone or by online chat.

XIII. CREDIT REQUIREMENTS

The following are required for credits:

1. Customer must open a support case (a "**Case**") during the Failure in question. Customer will open all Cases through the Customer Portal. In opening a Case, Customer will provide complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction, by following the Case opening procedures at the Customer Portal. However, at GoGrid's sole discretion, a GoGrid representative may open a Case for Customer, without use of the Customer Portal, and Customer will provide all information required in the preceding sentence to the support representative. Customer will provide the information required in this Part XIII.A even if GoGrid provides monitoring services.
2. Customer must provide GoGrid with accurate and complete designated points of contact, using the Customer Portal. Customer must provide GoGrid with accurate passwords for maintenance and repair use by GoGrid engineers. Delays or failures caused by Customer's failure to abide by the requirements of this Part XII do not constitute Failures.
3. Customer must request any credits by accurately completing the automated SLA Credit Request process online at the Customer Portal within 48 hours of the start of the Failure.

XIV. CREDIT LIMITATIONS

1. The minimum period of Failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit for any single Failure is one month's Service fees. In the event that multiple periods of Failure overlap in time, credits will not be aggregated, and Customer will receive credit only for the longest such period of Failure. GoGrid is not required to issue multiple credits for a single incident; in the event that a single incident calls for credits pursuant to multiple Parts of this SLA, GoGrid may decide, in its sole discretion, which credits to award. The maximum credit during a single calendar year, for all Service features combined, is two months' Service fees, regardless of the length of Failure or the number of occurrences. The period of Failure for Server Uptime, Network Performance, CloudLink Performance, and Domain Name Services (Parts II, IV, and X above) begins when Customer opens a Case and ends when the Failure is remedied.
2. In the event that credits for any calendar month exceed 25% of GoGrid's revenues for such period, GoGrid may reduce and pro-rate the value of credits given to all Customers for such period so that the aggregate credit given to all Customers does not exceed 25% of revenues. As used in the previous sentence, "GoGrid's revenues" and "all Customers"refer to revenues and customers from Internet hosting services sold under the "GoGrid" brand, and not to revenues or customers from any other business unit operating under another name or providing services other than or in addition to Internet hosting. GoGrid may employ such accounting procedures as it chooses in calculating revenues, in its

sole discretion, and nothing herein will be construed to require that GoGrid disclose non-public information about its finances to Customer or to any party.

3. Credits available pursuant to this SLA apply only to future service delivery. GoGrid is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support, or setup fees.
4. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures:
    1. downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods;
    2. outages caused by acts or omissions of Customer, including its applications, equipment, or facilities, or by any use or user of the Service authorized by Customer;
    3. outages caused by hackers, sabotage, viruses, worms, or other third party wrongful actions;
    4. DNS issues outside of GoGrid's control;
    5. outages resulting from Internet anomalies outside of GoGrid's control;
    6. outages resulting from fires, explosions, or force majeure;
    7. outages to the Customer Portal; and
    8. failures during a "beta" period.

    "**Emergency Maintenance**" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by GoGrid in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. As provided in Section 6 of the Agreement, GoGrid will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure.

XV. TERMS OF SERVICE / THE AGREEMENT

Terms defined in the Agreement will have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.