OPENSTACK FLEX/BUSINESS SERVICE LEVEL AGREEMENT

This OpenStack Flex & Open Stack Business Service Level Agreement (referenced herein as "**OpenStack SLA**") is part of your OpenStack Flex & OpenStack Business Product Terms (referenced herein, individually, or collectively as "**OpenStack Flex/Business**").

1. DEFINITIONS

The following definitions shall apply for purposes of this OpenStack SLA. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them elsewhere in the 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.

"**Control Plane**" means the API used to create, manage, and delete your workload.

"**Workload**" means a unique asset provided by the Control Plane.

"**Credit Percentage**" means a credit amount calculated as a percentage of the Service Fees 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 network extending from the network egress point of your Host Server, or for OpenStack Flex/Business Object Storage Services the 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 workload created via the applicable Control Plane plus supporting systems and services required for the proper functioning.

"**Host Server**" means the physical server which hosts your Workload.

"**Load Balancer**" means your unique Rackspace OpenStack Flex/Business 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 – (total API Errors)/(total Valid API Requests).

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

"**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.

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"**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 OpenStack Flex/Business Block Storage Service for your use.

2. OPENSTACK FLEX/BUSINESS BLOCK STORAGE SLA 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 OpenStack Flex/Business Block Storage Service returns a Server Error Response to a Valid API Request during two or more consecutive one hundred and twenty (120) second intervals, or (ii) data stored on Volumes becomes inaccessible to the applicable OpenStack Flex/Business Compute 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.

3. OPENSTACK FLEX/BUSINESS OBJECT STORAGE SLA. We guarantee that the OpenStack Flex/Business Object Storage Services will be available 99.99% of the time in a given billing cycle. The OpenStack Flex/Business Object Storage Services will be deemed available unless: (i) the Data Center Network is experiencing Data Center Network Downtime, or (ii) the OpenStack Flex/Business Object Storage Service returns a Server Error Response to a Valid API Request during two or more consecutive one hundred and twenty (120) 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 0.5 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.

4. OPENSTACK FLEX/BUSINESS LOAD BALANCERS SLA. We guarantee that your OpenStack Flex/Business Load Balancers will be available 99.99% of the time in any given monthly billing period. OpenStack Flex/Business 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 an OpenStack Flex/Business Load Balancer failure, the system shall failover to a partner device resulting in less than one hundred and twenty (120) 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.

5. OPENSTACK FLEX/BUSINESS COMPUTE SERVICE LEVEL GUARANTEES.

5.1. Control Plane SLA. This Control Plane Service Level Guarantee applies only to OpenStack Flex/Business Compute 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.

5.2. Data Plane Service SLAs. Save as expressly stated to the contrary below, these Data Plane Service Level Guarantees apply to OpenStack Flex/Business Compute Server Services.

(A) Network Availability SLA. 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 OpenStack Flex/Business Compute Instance 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 sixty (60) minutes of Data Center Network Downtime (or portion thereof), up to one hundred percent (100%) of the Service Fees.

(B) Data Center Infrastructure SLA. 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 one hundred and twenty (120) minutes of Data Center Infrastructure Downtime (or portion thereof), up to one hundred percent (100%) of the Service Fees.

(C) OpenStack Flex Compute Hosts SLA. Rackspace guarantees the functioning of all Host Servers hosting the OpenStack Flex/Business Compute Servers, including the hypervisor. If a Host Server hosting an OpenStack Flex/Business Compute 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.

(D) Migration SLA. If an OpenStack Flex/Business Compute 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 reason able 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.