**Critical Application Services - Service Level Guarantee (Standard)**

**ADDITIONAL DEFINED TERMS**

Some words used in these Critical Application Services - Service Level Guarantee (Standard) have particular meanings:

"**Fee**" means your monthly recurring fee for the Hosting Services or your fees due for utility based Services.

A "**Monitoring Alert**" is when a device being monitored violates a predefined error condition, and some form of notification ("**Alert**") is generated.

"**Monitoring Services**" means the infrastructure, software, and services responsible for monitoring devices and generating/tracking "Monitoring Alerts."

"**Month**" means a thirty (30) day month, and all availability calculations shall be based upon a thirty (30) day month.

**1.1 Five Minute Notification Time.** Rackspace will notify you via SMS text message, email, or the applicable ticketing system of Monitoring Alerts within five (5) minutes of the Monitoring Alert being generated.

**1.1.1 Remedy.** If we fail to meet the notification time guarantees stated in this Section 1.1 you are entitled to a credit in the amount of five per cent (5%) of your monthly Fee for the affected Hosted System per event, up to one hundred per cent (100%) of your monthly Fee for the affected Hosted System(s).

**1.2 Limitations on Credits**

**1.2.1 Minimum Requirements.** The credits stated in this Critical Application Services - Services Level Guarantee (Standard) shall not apply to the extent that you make changes to the Hosted System, or otherwise cause or request any change that prevents Rackspace from providing the Critical Application Services or meeting the service level guarantees stated herein.

**1.2.2 Maintenance.** You are not entitled to a credit for downtime or outages resulting from Maintenance. "Maintenance" means:

**1.2.2.1 Rackspace maintenance windows** - upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure that we scheduled at least seventy-two (72) hours in advance and that occurs during off peak hours in the time zone where the data center is located;

**1.2.2.2 Scheduled customer maintenance** – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades; or

**1.2.2.3 Emergency maintenance** – critical unforeseen maintenance needed for the security or performance of your configuration or Rackspace's network.

**1.2.3 Disabling or Removing of Monitoring or Security Services, Interference with Services**. You must notify us in advance if you plan to disable, block, or remove any monitoring or security element of your Hosting Service (including any applicable Rackspace Cloud Services) for more than thirty (30) minutes. We will not issue you any credit for events that might have been avoided or mitigated if you had not disabled, blocked or removed our monitoring or security elements, or otherwise interfered with our ability to provide the Services. Monitoring and security elements may include, without limitation, Microsoft Operations Manager, Microsoft Systems Management Server, Microsoft Active Directory, Winternals Defrag Manager, Dell OpenManage, Symantec, Nimbus, and ZENworks, CA SystemEDGE, CA Spectrum, CA Introscope, AppDynamics APM.

**1.2.4 Extraordinary Events**. You are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within our control, including spikes in network traffic or application utilization which are unpredictable utilizing the Monitoring Services and substantially disproportionate from your historical usage.

**1.2.5 Your Breach of the Agreement.** You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement.

**1.2.6 Critical Application Support Configuration Guidance.** In order to ensure that Rackspace is able to provide you with the Critical Application Services, Rackspace support teams may occasionally provide you with recommended configuration changes or upgrades (the "Configuration Guidance"). You shall not be entitled to a credit if the event giving rise to the credit would not have occurred but for your failure to implement the Configuration Guidance or otherwise address the issue in a manner which permits Rackspace to provide the Critical Application Services within five (5) days of your receipt of the Configuration Guidance, or such other time frame as stated in the Configuration Guidance.

**1.2.7 Support for Adobe® Experience Manager** If you are purchasing support for Adobe Experience Manager, such service is subject to the terms at http://www.rackspace.com/information/legal/adobe-experience-manager .

**1.2.8 Support for Oracle® Web Commerce.** If you are purchasing support for Oracle Web Commerce, such service is subject to the terms at http://www.rackspace.com/information/legal/oraclewebcommerce.

**1.2.9 Support for Sitecore ®.** If you are purchasing support for Sitecore, such service is subject to the terms at http://www.rackspace.com/information/legal/sitecore.

**1.3 Country Specific Terms (Services provided from Australia) – Australia Consumer Law**

If you have purchased Critical Application Services that will be provided in whole or in part from data centers or other Rackspace facilities located in Australia, then this term shall also form part of this Agreement. For the purposes of this clause, "Australia Consumer Law" means Schedule 2 to the Competition and Consumer Act 2010 (Cth); "Non-excludable Rights" means a condition, warranty, right or guarantee implied by relevant legislation, including the Competition and Consumer Act 2010

(Cth), the exclusion of which from the Agreement would cause part or all of the Agreement to be void. Where Non-Excludable rights apply under Australia Consumer Law, Rackspace's goods come with guarantees that cannot be excluded by Australia Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. Any reference to a consumer price index means the All Groups Consumer Price Index as published by the Australian Bureau of Statistics.

Source URL: http://www.rackspace.com/information/legal/criticalapplicationstandard

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