SERVICE LEVEL GUARANTEE
RACKSPACE CDN

In addition to any other terms and conditions of the Customer's agreement with Rackspace, these Service Level Guarantees shall apply when Customer purchases Rackspace CDN.

1. ADDITIONAL DEFINED TERMS.

"**CDN**" means the third party provided content delivery network which consists of a global network of servers designed to expedite delivery of web content from Customer's origin server or storage location by serving the content from a location in geographic proximity to the user.

"**Emergency Maintenance**" means critical unforeseen maintenance (e.g. repairs, modifications, or upgrades) needed to ensure security or reliability.

"**Rackspace CDN Service**" means the Rackspace CDN API and the CDN (and specifically excludes the Cloud Files Service and other related backend systems).

"**Scheduled Maintenance**" means maintenance that is announced at least ten business days in advance and that does not exceed 60 minutes in any calendar month.

"**The Rackspace Cloud Network**" means the portion of Rackspace's cloud network that extends from the outbound port on The Rackspace Cloud Network edge device to the outbound port on the datacenter border router.

"**Unavailability**" means that the third party provided CDN is down for a 12 minute period as measured by a third party measuring service.

Unavailability due to Scheduled Maintenance or Emergency Maintenance is excluded from these conditions and does not contribute towards Unavailability calculations.

2. CDN GUARANTEE. Rackspace guarantees that the CDN shall be available **100%** of the time in a given billing cycle. If Rackspace fails to meet this guarantee, Customer shall be eligible to receive a credit to Customer's account. The credit shall be calculated as a percentage of Customer's last billed fee for the Rackspace CDN Service or, at Customer's option, Customer's fee for the current billing cycle (to be applied at the end of the billing cycle). Credits shall be equal to the prorated portion of Customer's monthly Rackspace CDN Service fee for the day(s) on which the failure occurred, not to exceed 30 days of fees.

3. CREDITS. Account credits are calculated as a percentage of Customer's Rackspace CDN Service fee and are equal to the prorated portion of Customer's monthly Rackspace CDN Service fee for the day in which the failure occurred, not to exceed 30 days of fees.

For example, if Customer's billing cycle is 30 days and the Rackspace CDN Service is unavailable for greater than 12 minutes on one day during that billing cycle, then Customer is eligible for a credit of 1/30th of Customer's monthly fee.

4. API GUARANTEE. Rackspace guarantees that the Rackspace CDN API (Application Programming Interface) shall be available 99.9% of the time in a given monthly billing period, excluding Scheduled Maintenance or Emergency Maintenance. If Rackspace fails to meet this guarantee, Customer shall be eligible to receive a credit to Customer's account as described in this Section 4.

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Monthly API Availability	Credit Percentage*
100% - 99.9%	0%
< 99.9% - 99.5%	10%
< 99.5% - 99.0%	20%
< 99.0%	30%

"**Monthly API Availability**" is calculated on a per customer, per region basis, for a given monthly billing period, as follows (represented as a percentage):

1 – (Total API Errors)/(Total Valid API Requests)

* Credits shall be calculated as a percentage of all Rackspace CDN Service fees in the affected region for the monthly billing period.

5. LIMITATIONS. Customer is not entitled to a credit if Customer is in breach of the services agreement with Rackspace (including Customer's payment obligations to us) until Customer has remedied the breach.

Customer is not entitled to a credit if the Unavailability would not have occurred but for Customer's breach of the agreement with Rackspace or Customer's misuse of The Rackspace Cloud Network.

To receive a credit, Customer shall contact the Rackspace account team within 30 days following the end of the Unavailability. Customer shall show that Customer's use (or end users' use) of the Rackspace CDN Service was adversely affected in some way as a result of the Unavailability in order to be eligible for the credit.

This Service Level Guarantee is Customer's **sole and exclusive** remedy for Rackspace CDN Service Unavailability. **Notwithstanding anything in this Service Level Guarantee to the contrary, the maximum total credit for any billing period, including all guarantees, shall not exceed 100% of Customer's fee for the billing period. Credits that would be available but for this limitation shall not be carried forward to future billing periods**.