

Service Level Agreement (“SLA”)

This SLA is incorporated into the MSA and is applicable to all Services delivered to You. This SLA does not apply to the availability of Third Party Services, which are subject to the TPS Agreements. The SLA is binding only on You and SoftLayer and does not apply to any third parties, including Customer End Users. **The issuance of SLA Credits (defined below) is Your sole and exclusive remedy for any failure by SoftLayer to satisfy the requirements set forth in the SLA.**

SLA Credit Claim

To claim a credit, You must follow the procedure described herein within seven (7) days of the end of the Claimed Outage. The claim will be reviewed by SoftLayer, and any credit for Verified Outages (“SLA Credits”) will be issued as provided below.

“**Claimed Outage**” means the period (measured in minutes) during which You claim a Loss of Service during a Measurement Period.

“**Excluded Minutes**” means the period of any outage that is attributed to one or more of the SLA Credit Exclusions during a Measurement Period.

“**Measurement Period**” means the relevant Initial Term or Renewal Term.

“**Qualifying Outage Minutes**” means the aggregate of all minutes of a Verified Outage during a Measurement Period, minus any Excluded Minutes.

“**Services**” means the services ordered by You and accepted by SoftLayer as provided in the MSA.

“**Loss of Services**” means Your inability to connect to the SoftLayer data centers providing Your Services to access a Service. If You can connect to one of the SoftLayer data centers to access Your Services, there is no Loss of Services, whether or not You can use the Customer Content.

“**Verified Outage**” means a Claimed Outage for a particular Service that has been verified by SoftLayer.

Services Commitments

Public Network: SoftLayer will use reasonable efforts to provide a service level of 100% for the Public Network.

Private Network: SoftLayer will use reasonable efforts to meet a service level of 100% for the Private Network.

Customer Portal: SoftLayer will use reasonable efforts to meet a service level of 100% for access to the Customer Portal.

Redundant Infrastructure: SoftLayer will use reasonable efforts to meet a service level of 100% for access to the power and HVAC provided to You.

SLA Credits

For each 30 continuous minute period of Qualifying Outage Minutes for a Service in a Measurement Period, SoftLayer shall provide an SLA Credit of 5% of the fees for the relevant Service which was subject to the Loss of Service during the Measurement Period. Any period of Qualifying Outage Minutes for a Service which is less than 30 continuous minutes shall not be eligible for an award of SLA Credits. Claimed Outages for different Services may not be combined to meet this calculation. SLA Credits for failure of hardware replacement or hardware upgrade are calculated as set forth in Tables A and B.

Approved Procedure

You are eligible to receive SLA Credit, subject to the following process:

1. Your identified master administrative user must report a Claimed Outage by opening a ticket on the Customer Portal within 7 days following the end of the Claimed Outage. The ticket must include Service type, IP Address, dates and times of the Claimed Outage, error messages received (if any), contact information, and a full description of the interruption of Service, including logs, if applicable.
2. SoftLayer will review Claimed Outages against Verified Outages.
3. SoftLayer’s determination of SLA Credits is final.
4. You agree to continue to make payment in full for Services while a Claimed Outage is being reviewed or SLA Credit is being determined.
5. SoftLayer will communicate the SLA Credits to You through the Customer Portal, and will apply the SLA Credits to Your future charges for the relevant Services subject to SoftLayer’s standard policies. SLA Credits may not be used to reduce the payments due in any term below zero.

Ineligible Customers

Customers do not qualify for SLA Credits if they (a) are not current on their payment of fees for the Services at the time of the report of the Claimed Outage, or (b) have not paid their fees when due for the Services three or more times in the previous 12 calendar months.

Use of SLA Credits

SLA Credits may be used solely for future payments due for the particular Service or other obligations for which the Service Credits are issued. SLA Credits may not be sold or transferred, and may not be used until any violations of the MSA are resolved to SoftLayer’s reasonable satisfaction. False or duplicative Claimed Outages are a violation of the MSA, will incur a one-time charge of \$50 per incident and may, in SoftLayer’s discretion, result in a suspension or termination of Services. SLA Credits expire on termination or expiration of the MSA.

SLA Credit Exclusion

SLA Credits do not apply for periods during which the Services are not available for the following reasons:

- SoftLayer is performing system upgrades, enhancements or routine maintenance which is announced on the Customer Portal at least two days in advance or maintenance determined by SoftLayer to be an emergency upon notice provided through the Customer Portal (“Scheduled Maintenance”);
- Your use of the Services or any Customer End User’s use of Customer Offering in violation of the MSA;
- Issues relating to Customer Content;
- Problems with Your access to the Internet;
- System administration, commands, and file transfers performed by You or Your representatives;
- Events described in the Force Majeure provision;
- Suspension of Your access to the Services as provided in the MSA;
- Violation of the AUP;
- Problems caused by Your use of the Services or any Customer End User’s use of a Customer Offering;
- Problems arising from software, applications or Customer Content;
- Problems caused by hardware provided by You or a third party.

Special Obligations relating to Hardware Replacement and Hardware Upgrades

Hardware Replacement: SoftLayer will use reasonable efforts to replace failed hardware and hardware components at a service level of two hours (not including the time required to reload the operating system or applications) after SoftLayer verifies Your report of a hardware failure. If the installation does not meet this service level, You will be eligible for SLA Credits as provided in Table A below for future fees directly related to the hardware.

Hardware Upgrades: SoftLayer will use reasonable efforts to ensure that all planned hardware upgrades will commence and be completed at a service level within two hours of hardware upgrade maintenance periods that have been scheduled and confirmed in advance through the Customer Portal (not including the time

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required to reload the operating system or applications). If the installation does not meet this service level, You will be eligible for SLA Credits as provided in Table B below for the future fees directly related to the hardware upgrade.

Table A: Hardware Replacement*

Response Period	SLA Credit
2 hours or less	N/A
2.1 to 6 hours	Twenty Percent (“20%”)
6.1 to 10 hours	Forty Percent (“40%”)
10.1 to 14 hours	Sixty Percent (“60%”)
14.1 to 18 hours	Eighty Percent (“80%”)
18 hours +	One Hundred Percent (“100%”)

Table B: Hardware Upgrade

Response Period	SLA Credit
2 hours or less	N/A
2.1 to 6 hours	Twenty Percent (“20%”)
6.1 to 10 hours	Forty Percent (“40%”)
10.1 to 14 hours	Sixty Percent (“60%”)
14.1 to 18 hours	Eighty Percent (“80%”)
18 hours +	One Hundred Percent (“100%”)

* Do not apply to POWER8 servers. SoftLayer will use commercially reasonable efforts to replace POWER8 hardware.