

February 17, 2014

The University of Arizona Procurement and Contracting Services 220 W. 6th Street, Tucson, AZ 85701

RE: Request for Proposals: Commodity Infrastructure as a Service

CenturyLink Technology Solutions, a Centurylink company, appreciates the opportunity to respond to your Commodity Infrastructure as a Service RFP. Our detailed response includes information illustrating how our capabilities are aligned with your requirements.

CenturyLink is uniquely positioned to support the University of Arizona as it brings the next generation of flexible, highly-scalable cloud-based offerings to its community. We offer a private label option, enabling the University of Arizona to brand cloud-based offerings as its own. By partnering with CenturyLink, you can aggregate the computing demand of many institutions and deliver a reliable alternative that will lower costs and improve efficiency throughout the education marketplace.

CenturyLink is a recognized industry leader in managed hosting and network infrastructure, with unique strengths and demonstrated expertise. We provide secure, highly available, scalable hosting services for many public, private and U.S. Government Agencies with mission-critical sensitive data requirements. Our services include public and dedicated cloud, managed (leveraged), collocation (colo) and managed collocation (molo) hosting. Our 56 global data centers support the most stringent hosting needs.

CenturyLink deploys a robust security model that ensures confidentiality, integrity and high availability of customer data – and we have a deep understanding of security controls, having supported many solutions for government agencies that achieve FISMA compliance. Our clients also gain immediate scale as part of Centurylink's much larger telecommunications and networking operations.

Once again, thank you for the opportunity to compete for your business. We have been privileged to be a long-term trusted partner of the Higher Education institutions in Arizona and of the Higher Education marketplace. We look forward to deepening our successful relationship by providing high-value cloud services in support of your community.

Best regards,

Sherri Bakker

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Response to

The University of Arizona Request for Proposals: Commodity Infrastructure as a Service

February 17, 2014

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E-Mail: <u>Stephanie.LeSueur@savvis.com</u> <u>www.centurylink.com/technology</u> Commercial in Confidence: The Savvis proposal in its entirety, including but not limited to, this document and all attachments thereto and referenced therein (Proposal" or "RFP) constitutes confidential and proprietary information of Savvis Communications Corporation (Savvis), and shall not be disclosed in whole or in part by the University of Arizona to any third party or to any employees of the University of Arizona, other than University of Arizona employees or consultants who have a need to know such information in order to evaluate this Proposal, and are bound by (i) a Non-Disclosure Agreement (NDA) materially comparable to the NDA executed between Savvis and the University of Arizona or (ii) if a mutual NDA has not been executed between the parties, by a NDA materially comparable to the NDA governing the RFP. This Proposal shall not be duplicated or used by the University of Arizona for any other purpose than to evaluate this RFP response.

In no event shall any omission or generality in Savvis' response give rise to a binding obligation between the parties or constitute acceptance of any terms or conditions contained in this Proposal. With the exception of this 'Commercial in Confidence' section and the copyright statements contained in this Proposal, this document is not intended to have legal effect or to form the basis of a contract between Savvis and the University of Arizona. In the event that the University of Arizona intends to make an award to Savvis, no terms of any agreement to which Savvis is a party shall be deemed agreed to unless or shall take effect (with the exception of the Confidentiality and NDA) until all such terms (together with any referenced attachments or exhibits) are mutually agreed to in writing by Savvis and the University of Arizona in a separate agreement. Savvis' standard agreement for the services proposed herein is attached hereto.

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Executive Summary

The University of Arizona requires a managed Cloud infrastructure which can be leveraged to support a complex and diverse set of stakeholder needs. This flexible solution needs to address key business and technical drivers that include:

- Achieving flexibility and scalability while simultaneously reducing cost
- Increasing reliability and security
- Reducing risks while maintaining regulatory compliance

The CenturyLink Technology Solutions proposal will demonstrate the ability to support these technical and business drivers.

About CenturyLink Technology Solutions

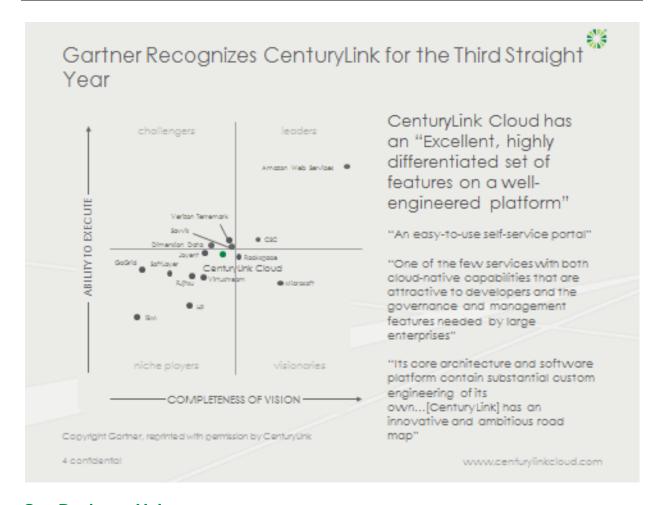
When considering us for this important project, The University of Arizona should consider these attributes of CenturyLink Technology Solutions:

- Our experience helping clients facing similar business challenges we have the right people, processes, and technology to support the University of Arizona.
- Our global scale we provide 56 data centers worldwide connected by our Tier 1 MPLS backbone and supported by 24/7 global customer service.
- Our stability as a wholly-owned subsidiary of CenturyLink, the third largest telecommunications provider in the US, with more than 45,000 employees and a market capitalization of more than \$20 billion.
- Our full application lifecycle support we can provide a wide range of services which you
 can mix and match to create on-demand virtual test labs, test application performance, and then
 move the environment to production level / carrier grade infrastructure. And our Portal allows for
 integration of other services.

Who Partners with CenturyLink Technology Solutions?

- 40 percent of the top 100 companies in the Fortune 500
- 7 of the top 10 Fortune 500 financial services and banking firms
- 14 of the top 20 Fortune 1000 securities firms
- The top 9 Hoovers investment banks
- 5 of the top 10 computer hardware, software and services companies
- 8 of the top 25 media companies
- 3 of the top 4 airlines

CenturyLink Technology Solutions' flexible enterprise cloud services are designed and deployed to meet a broad range of global computing needs. Our services deliver business agility and can transform enterprises through maximum scalability and security, seamless migration, a flexible engagement model and superior performance for the most mission-critical business requirements.



Our Business Value

In addressing the University of Arizona's near-term and long-term business objectives, we believe the following areas are key. They highlight the business value that CenturyLink Technology Solutions offers to the University of Arizona:

- Our ability to provide **resiliency** with multiple data centers. Our 56 global data centers have undergone SSAE 16 (formerly SAS 70) examination. Each data center is engineered to eliminate any single point of failure. We also reduce the distance from the Internet end user to information by equipping our data centers with a reliable, high-speed Internet backbone engineered solely for the distribution of data.
- Our data centers are linked by single backbone that we manage the CenturyLink Technology Solutions AS3561 backbone IP network. The global Internet comprises approximately a dozen Internet backbones that interconnect with one another and serve numerous smaller networks. CenturyLink Technology Solutions operates one of the largest of these global Internet backbone networks. The CenturyLink Technology Solutions AS3561 IP network began in 1996 as "internetMCI," when the National Science Foundation commercialized the Internet. For a decade, AS3561 has grown steadily, sometimes explosively, and through it all the network has retained its status as one of the most prestigious pillars of the global Internet.
- Experience and flexibility to manage disparate systems with a robust set of monitoring and management tools, and resolve customer issues quickly through a standardized ITIL-based

service management practice.

- A unique set of utility-based services to augment existing capabilities and provide a migration roadmap to meet long-term planning goals.
- A nationwide **Professional Services team** that focuses on helping customers implement customized outsourcing solutions. We have the skills and talent in existing and emerging technologies to help you assess, design, develop, implement, and manage your operations. Our team of consultants provides the technical and program management experience to help bring concept to reality.

Our clients tell us there are several key differentiators for selecting CenturyLink:

Cost Containment — As organizational needs evolve, new systems are required to support them. This often increases costs and reduces profitability, potentially impacting bottom-line performance. We offer a flexible service model that scales with the demands of your business. This can be achieved with no capital expenditure requirements on your behalf; you don't have the risk of costs associated with new infrastructure.

Operational Efficiency — New technology and high-density devices are driving up the cost of power, space, and cooling. This creates a large, complex infrastructure to manage, requiring an inordinate amount of people and tools to manage and secure. By using our colocation sites, we can reduce the amount of infrastructure you need to manage and allow you to focus on delivering your business requirements.

Compliance / Regulatory Requirements — Many of our customers face a growing burden of compliance and regulatory requirements. CenturyLink Technology Solutions provides high quality infrastructure for clients who are concerned with varying compliance and regulatory Requirements.

Disaster Recovery — Many customers require geographic redundancy as part of their disaster recovery plan. CenturyLink Technology Solutions offers single cabinet, caged, and vault configurations. We can meet your disaster recovery needs as we have data centers in over a dozen cities around North America and abroad.

In Summary

The CenturyLink Technology Solutions proposal takes a high level approach to the University of Arizona's requirements. As such, our team recommends further discussion and due diligence to frame the specific requirements and responsibilities that will be shared between CenturyLink and the University of Arizona. We believe that our capabilities and experience offer the University of Arizona a significant opportunity to drive down cost for its community, while gaining flexibility and overall performance.

About CenturyLink Technology Solutions

Cloud, Colocation, Managed Services, Network

Headquarters 1 Savvis Parkway

St. Louis, Missouri 63017

Significant operations in North America, Europe and Asia

Profile

CenturyLink Technology Solutions, which operated as Savvis until January 2014 and merged with CenturyLink in July 2011, delivers innovative managed services for global businesses on virtual, dedicated and colocation platforms. With deep IT infrastructure experience and an advanced network at the foundation, CenturyLink Technology Solutions services are enhanced by flexible automation and customization choices, enabling enterprises to focus on business results and advancements for their customers.

CenturyLink Technology Solutions accolades include being named the No. 2 retail colocation provider by Synergy Research Group and Frost & Sullivan and earning cloud and managed hosting leadership recognition from leading industry analyst firms. CenturyLink Technology Solutions is an operating segment within CenturyLink, an S&P 500 company listed among the Fortune 500 list of America's largest corporations.

Key Metrics

- Business and government clients include more than 30 of the top 100 companies in the Fortune 500.
- More than 3,400 employees with deep expertise in technical operations, customer support, engineering and consulting.

Products & Services

CenturyLink Technology Solutions provides IT infrastructure services that can be used as part of a total outsourcing solution or to selectively support specific applications or business units. Services include:

Colocation Facilities, operations and 24/7 onsite support.

Managed Hosting Compute, storage and networking.

Network Low-latency, high-performance connectivity for data

center services, converged applications and community

of interest networks.

Solutions Business continuity, disaster recovery, big data,

business applications like SAP, eCommerce solutions,

migration and more.

Security Managed security services and consulting.

Industry Financial services, government, retail, consumer packaged goods and media & entertainment. Specialization

Strategic IT Outsourcing Flexible infrastructure models for large enterprises.

Solutions Infrastructure, security, business continuity, compliance Consulting

and program management.

Infrastructure

CenturyLink Technology Solutions combined infrastructure extends to 45 countries and includes:

- More than 55 data centers, encompassing more than 2.4 million square feet of raised floor.
- 22,000 managed circuits in a private network supporting multiple application service levels.
- Tier-1 OC-192 Internet backbone with more than 207,000 miles of fiber.

Target Markets

CenturyLink Technology Solutions focuses exclusively on providing IT services to business enterprises and the public sector. Because of its global infrastructure, management systems and business model, CenturyLink Technology Solutions has the unique capability to deliver fully managed and integrated IT solutions to enterprises with offices around the world.

Mile stones

- 1995 Founded in St. Louis, MO, as a high-performance Internet service provider.
- 1999 Acquired by Bridge Information Systems and merged with Bridge's IT operations.
- 2000 Savvis initial public offering raised \$333 million Introduced the industry's first network-based IP VPN services.
- 2003 Acquired WAM!NET, content management and media application service.
- 2004 Acquired assets of Cable & Wireless USA: 15 data centers, Exodus Communications' Tier 1 Internet backbone and significant consulting experience.
- 2005 Name changed from Savvis Communications to Savvis, Inc. to reflect company expansion from network services to Global IT services.
- 2007 New data center opens in Singapore, increasing presence in Asia Pacific region.
- 2008 Opened new data center in London, increasing services in Europe.
- 2010 Acquired Fusepoint Inc., Canadian IT firm, including data centers in Toronto, Montreal and Vancouver.
- 2011 Merged with CenturyLink, Inc.
- 2012 Acquired Ciber Global IT Outsourcing (ITO) business acquisition. Expanded into Germany.
- 2013 CenturyLink acquired AppFog to extend Savvis' Platform-as-a-Service capabilities CenturyLink acquired cloud provider Tier 3 to accelerate Savvis' cloud platform strategy.
- 2014 Savvis became CenturyLink Technology Solutions.

About CenturyLink Technology Solutions – CenturyLink Technology Solutions delivers innovative managed services for global businesses on virtual, dedicated and colocation platforms.

About CenturyLink – CenturyLink is the third largest telecommunications company in the United States. The company provides broadband, voice, wireless and managed services to consumers and businesses across the country. It also offers advanced entertainment services under the CenturyLink™ Prism™ TV and DIRECTV brands. In addition, the company provides data, voice and managed services to enterprise, government and wholesale customers in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers. CenturyLink is recognized as a leader in the network services market by key technology industry analyst firms, and is a global leader in cloud infrastructure and hosted IT solutions for enterprises through CenturyLink Technology Solutions.

CenturyLink's customers range from Fortune 500 companies in some of the country's largest cities to families living in rural America. Headquartered in Monroe, LA, CenturyLink is an S&P 500 company and is included among the Fortune 500 list of America's largest corporations.

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.

4.1 Actions of Successful Vendor. The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

CenturyLink has read, understands and complies.

Advertising. The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

CenturyLink has read, understands and complies.

4.3 Americans With Disabilities Act. The Successful Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

CenturyLink has read, understands and complies.

4.4 Conflict of Interest. Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

CenturyLink has read, understands and complies.

Agreement, neither the Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

CenturyLink has read, understands and responds as follows: CenturyLink has a Drug and Alcohol-Free Workplace Policy. In addition, CenturyLink's current policy is to condition offers of employment on the successful completion of a background check, which includes but is not limited to a criminal records check and confirmation, for all non-bargaining jobs, of the accuracy of an applicant's stated educational and employment experience. Consistent with applicable laws, CenturyLink does not exclude an applicant based on arrests which do not result or have not yet resulted in a conviction (including deferred judgments), or on sealed, erased or expunged records. CenturyLink will investigate any pending charges or arrests which are awaiting final adjudication and which, if proven, would be job-related, and reserves the right to disqualify applicants based on the results of that

investigation. An applicant who, at any point during the hiring process, is untruthful or misrepresents his or her criminal or educational background is disqualified from consideration under current policy. Further, CenturyLink will not hire an applicant who: (a) has a felony or misdemeanor conviction within the last 7 years, if the nature of the crime is job-related (e.g., crimes of violence or dishonesty are generally job-related); and/or (b) does not pass the pre-employment drug screening process. The above represents CenturyLink's current policy. CenturyLink may change this policy, or vary from it, at any time in its sole discretion and without notice.

4.6 Equal Opportunity. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

CenturyLink has read, understands and complies.

4.7 Federal, State, and Local Taxes, Licenses and Permits. Successful Vendor and/or Subcontracted Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor and/ or Sub-contracted Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor and/or Subcontracted Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor and/or Sub-contracted Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

CenturyLink has read, understands and complies.

4.8 Inspection and Audit. Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

CenturyLink has read, understands and will comply to the extent required or mandated under applicable law and subject to applicable privacy regulations and confidentiality obligations.

4.9 Liens. Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

CenturyLink has read, understands and complies.

4.10 Modifications. The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

CenturyLink has read, understands and complies.

4.11 Non-Discrimination. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

CenturyLink has read, understands and complies.

4.12 Sales and Use Tax. The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.

CenturyLink has read, understands and complies. If any service is deemed to be subject to the Arizona Transaction Privilege Tax ("TPT"), the price of such service does not include the TPT which will charged as an additional charge.

harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

CenturyLink has read, understands and complies.

4.14 Small Business Utilization Program. The University is committed to its Small Business Utilization Program and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.

CenturyLink does not have a program for giving preference to subcontractors that are small businesses.

4.15 Smoking Policy. All facilities of Arizona are smoke free. Smoking is not permitted inside University buildings or within 25 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

CenturyLink has read, understands and complies.

Sudan and Iran Scrutinized Business. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

CenturyLink has read, understands and complies.

4.17 Administrative (Legal) Remedies. The Arizona Board of Regents has promulgated <u>Administrative (Legal) Remedies</u> for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.

CenturyLink has read, understands and complies.

4.18 Assignment-Delegation. No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Section 13.9, Assignment.

4.19 Assignment of Anti-Trust Overcharge Claims. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

CenturyLink has read, understands and complies.

4.20 Date for Reckoning Prompt-Payment Discount. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

CenturyLink has read, understands and cannot comply. CenturyLink does not offer early payment discounts.

4.21 Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

CenturyLink has read, understands and complies.

4.22 Indemnification / Hold Harmless. The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by the law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona

Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Section 10, Responsibilities.

- 4.23 Insurance Requirements. Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.
- Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000) each occurrence.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to **include** the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Successful Vendor.

• If applicable, Workmen's Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

CenturyLink has read, understands and complies with **one modification above**. CenturyLink uses blanket additionally insured endorsements.

4.24 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers

In addition to the minimum insurance coverage and endorsement requirements stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

Professional Liability/Errors and Omissions insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence to cover instances included but limited to alleged failure to perform professional duties, financial loss caused by, and error or omission in the service provided.

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits as stated within this paragraph and the above paragraphs are in full force and effect.

CenturyLink has read, understands and complies.

4.25 Intellectual Property. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 7, Intellectual Property.

4.26 Labor Disputes. Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

CenturyLink has read, understands and complies.

4.27 Laws and Regulations. Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on **the Successful Vendor's** violation thereof.

CenturyLink has read, understands and will comply with this provision if revised as indicated.

4.28 No Waiver of Right by the University. No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

CenturyLink has read, understands and complies.

4.29 Parking. The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Parking and Transportation Services located at 1117 E. Sixth St., Tucson, AZ 85721-0181.

CenturyLink has read, understands and complies.

4.30 Payment Terms. Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

CenturyLink has read, understands and complies.

4.31 Performance and / or Payment Bonds. Not Applicable

N/A

4.32 Price Adjustment. Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 3.1, Rates.

4.33 Prior Course of Dealings. No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

CenturyLink has read, understands and complies.

4.34 Referencing of Orders. For each order issued against an agreement resulting hereunder, the University intends in good faith to reference the agreement between the parties (which will include the terms of this RFP) for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

CenturyLink has read, understands and will comply with the provision as revised above.

4.35 Remedies and Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.

CenturyLink has read, understands and complies.

4.36 Right of Assurance. Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

CenturyLink has read, understands and complies.

4.37 Right of Inspection. Not Applicable

N/A

4.38 Right of Offset. The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

CenturyLink has read, understands and cannot comply.

4.39 Termination

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 6. Termination.

4.39.1 Convenience. The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 6. Termination.

4.39.2 Default. The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 6. Termination.

4.39.3 Gratuities. The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by

the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

CenturyLink has read, understands and complies.

1.39.4 Insolvency. The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

CenturyLink has read, understands and complies.

4.39.5 Lack of Funding. The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Savvis Service Exhibit, Section 12, Non-Appropriations.

Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

Pre-delivery Cancellation – 2 day grace period:

- Customer may cancel any Service Order within two (2) business days of submission to Savvis without payment of a cancellation fee. If Customer cancels any Service Order three (3) or more days after submission but prior to Savvis notification that installation is complete, a cancellation fee equal to [one month's projected MRC (in MSA) or 25% of the affected fees set forth in the SOW], plus all out-of-pocket costs incurred by or imposed upon Savvis (e.g., ordered equipment, licenses, carrier termination charges).
- 4.39.7 Suspension or Debarment. The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being

disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

CenturyLink has read, understands and complies.

4.40 Continuation of Performance through Termination. The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

CenturyLink has read, understands and complies provided the Customer is in good payment standing.

4.41 Confidentiality/Privacy/Data Protection. The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Sections 5 and 6, Confidentiality and CPNI. In addition, CenturyLink does not believe that it will use, request or otherwise have access to Employee or Student information and requests that the University notify CenturyLink if it intends to provide such information along with specific guidance as to any additional measures it requests CenturyLink to take in compliance with FERPA.

The parties shall comply with Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rule standards for this act requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or patients. All identities and personal information for these patients shall remain confidential.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Section 1.5 HIPAA.

Successful contractor or sub-contractor must fulfill the required trainings for FERPA, HIPAA, Elevated Privilege Training or any other designation of training required for accessing data containing Personal Identifying Information.

CenturyLink has read, understands and responds under the attached CenturyLink Loyal Advantage Agreement, Section 1.5 HIPAA.

4.42 PCI DSS AND PABP COMPLIANCE. Contractor is currently certified to be in compliance with the PCI Security Standards Council's Payment Card Industry Data Security Standard

(PCIDSS), including PCI DSS Version 1.1 Requirement 12.10 for processors and service providers, and Appendix A for Hosting Providers, by a Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV), as applicable. Any changes in Contractor's certification require prompt written notification to the University of Arizona. Contractor agrees to continue to meet all PCI DSS requirements and to validate compliance annually according to the credit card industry rules, which include but are not limited to the PCIDSS. Contractor will also provide written evidence of this compliance to the University of Arizona annually. If applicable, Contractor agrees that its electronic check processing functionality will comply with the appropriate NACHA-The Electronic Payment Association provisions.

Contractor represents that any application it provides to the University of Arizona to store, process or transmit sensitive cardholder data will be Payment Application Best Practices (PABP) certified to ensure that the application is compatible with PCIDSS requirements. Information about PABP validation is available from Visa at (http://usa.visa.com/merchants/risk_management/cisp_payment_applications.html).

CenturyLink is currently listed on the VISA list of PCI compliance service providers. This listing is possible because CenturyLink has obtained the following passing Reports On Compliance (ROC):

- Data Center Services
 Physical and administrative security controls in the majority of our CenturyLink branded data centers.
- 2. Managed Firewalls and NIDS Services

Cisco ASA and Check Point firewalls, and Network Intrusion Detection Systems (NIDS) While CenturyLink 's ROC and listing on the Visa website is limited, CenturyLink does host many level1 and level2 merchants, credit card processing companies and other parties who must demonstrate PCI compliance in environments that utilize CenturyLink 's data center facilities, network infrastructure, and managed hosting and security services. Our customers have used third-party Qualified Security Assessors (QSAs) to examine their environments hosted at CenturyLink Technology Solutions. These QSAs, in turn, have submitted ROCs that attest to our customers' adherence to the PCI DSS.

CTA certifications:

CenturyLink Technology Solutions has obtained a passing Report on Compliance (ROC) for the following services:

- 1. Data Center Services
 - 1. The audit covered physical and administrative security controls in certain CenturyLink branded data centers.
- 2. Managed Firewalls and NIDS Services
 - 1. The audit covered Managed Firewalls (Cisco ASA and Check Point) and NIDS services.
- 4.43 EQUIPMENT SPECIFICATIONS. Successful contractor and/or sub-contractor is required to supply their own laptop/computer. This device must comply with the reasonable and customary security requirements defined prior to and upon completion of the designated contract. These requirements include but are not limited to security software with periodic updates, data and/or full disk encryption and verification of return of data upon completion of contract, to the extent that such requirements are reasonable and customary for Vendor's industry.

CenturyLink has read, understands and will comply with this provision with the indicated revisions.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Term of Agreement: Three (3) years with 2 additional (1) year options.

Understood and acknowledged.

5.2 Background:

The University of Arizona is a state land-grant university, founded in 1885. The University has grown to multiple campuses spanning Tucson, Sierra Vista and Phoenix. Upwards of 15,000 faculty, staff, and students work at the university across its campuses, and last year we had more than 30,000 undergraduate and 7,000 graduate students in attendance.

CenturyLink Technology Solutions understands the scale of the University of Arizona's user base, and will propose solutions specifically designed to provide efficient service for that entire group, while ensuring flexibility and ability to scale.

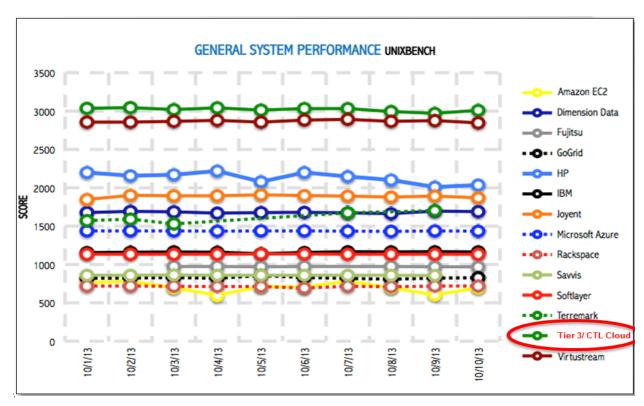
5.2.1 Services are to consist of the following:

The University seeks to establish a relationship with commodity Infrastructure as a Service (IaaS) provider(s) in order to offer the University community options they can employ when deploying IT solutions. The IaaS services being sought include, but are not limited to, compute (reserved and\or elastic), storage (all tiers), and network resources. The goal of this RFP is not to meet a specific need for a specific duration. Rather, we are interested in creating a University-wide contract that can be used by individuals and departments to provision cloud-based services to meet their particular needs.

CenturyLink has acquired the Tier 3 Cloud platform (now CenturyLink Cloud), a leading IaaS platform that has been recognized by Gartner, IDC and Forrester as an innovative, flexible and robust Cloud solution. It provides unmatched SLAs of up to 100% for availability. Its strength includes superior performance as tested and reported by third-parties such as:

- Cloud Harmony (<u>www.cloudharmony.com</u>)
- Cloud Spectator (http://www.cloudspectator.com)

In the test results, reported below by Cloud Spectator*, The CenturyLink Cloud (CLC) was recognized as the top performing IaaS platform.



CenturyLink Cloud

Whether you're looking to offload a few virtual machines, create new applications, or migrate legacy workloads, CenturyLink Cloud infrastructure and management tools offer you a more enterprise-ready path to the cloud. Built on VMware vSphere 5 technology, CenturyLink Cloud delivers:

High-Performance Virtual Servers	Enterprise-grade virtual servers available on-demand. Customers may deploy in nine data centers around the world with any combination of operating system, storage and memory.
Block Storage	SAN-based storage designed for business applications and high- performance database applications. Adjust storage properties for each VM in real-time and on the fly.
Built-In Disaster Recovery	Each VM includes standard disaster recovery, with five days of rolling backup via "snapshots". Premium storage includes 14 days of backup at a secondary data center.
Object Storage	Flexible storage for images, web apps, database backups and snapshots. Store any object securely, with automatic geographic redundancy and high availability.
Self-Service Enterprise Networking	Multiple networking features to support advanced deployments and configurations. Direct Connect, load balancing, VPN, and firewalls are all available to be created and managed by the customer.

Cloud Spectator is a cloud analyst agency focused on IaaS performance. The company actively monitors 20+ of the largest IaaS providers in the world, comparing VM performance (i.e., CPU, RAM, disk, internal network, and workloads) and pricing to achieve transparency in the cloud market.

Cloud Management Easy to use online portal to create, manage, and delete cloud

resources. Includes several built-in features to automate routine IT

activities like patching.

API Library Comprehensive APIs to integrate CenturyLink Cloud services with

other IT systems.

Account Management

and Billing

Supports enterprise hierarchies and subaccounts. Organize

deployments by department or function. Detailed billing and invoicing

included.

Enterprise Grade

CenturyLink Cloud delivers the full range of features that you expect in an Enterprise Cloud environment:

Flexible Spec and build virtual machines (VMs) to specific requirements,

instead of choosing between pre-configured options.

Enterprise-Level

Security

Your data on CenturyLink's virtual private servers (VPS) are protected

by our "defense in depth" security model - satisfying rigorous

enterprise security standards without costly add-ons.

High Performance Our cloud infrastructure is optimized across the stack for high

performance - from premium hardware to custom performance

enhancing technologies.

Global Footprint Choose where your apps and data reside. Build and manage VMs

across 9 interconnected data centers in the US, Canada, UK, and

EMEA.

Compliant & Audited Our platform is SSAE 16 SOC2 Type 2 certified, and we've helped

customers comply with industry regulations like HIPAA.

SLAs We've got one of the most rigorous SLAs in the industry.

Disaster Recovery Built-in disaster recovery solutions reinforce our highly redundant

infrastructure.

High Availability We include powerful load balancing and redundancy features that

improve uptime.

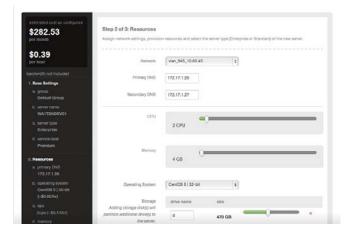
Outstanding Support An expert engineer with deep experience architecting and managing

complex environments is just a call or click away.

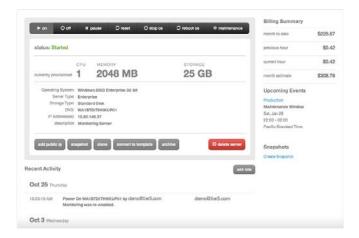
Dynamic Control

CenturyLink Cloud enables comprehensive control of your Cloud environment:

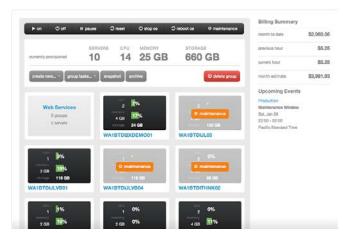
 On-demand provisioning of highperforming virtual private servers (VPS) with any combination of operating system, storage and memory.



 Access and control all servers through our web-based interface. Execute power operations, assign ip addresses, or view activity history.



 Logically group servers together, see an overview of resource usage, or execute power operations across a group of servers.



Flexibility and Control

Build virtual servers to meet your specific requirements, rather than choosing from a rigid set of preconfigured options. Our VMs are consumed and billed on an hourly basis.

Component	Features	Pricing
CPU	Up to 16 vCPUs	Hourly per vCPU
Memory	Up to 128 GB RAM	Hourly, per GB
Storage	Up to 1024 GB local	Hourly, price per GB allocated
Orchestration	Use Blueprints to build an unlimited number of deployable "templates" including VM specs, operating systems, software packages, and scripts. Deploy on-demand.	Included
Infrastructure Management	Conduct routine infrastructure administrative tasks, including maintenance and bulk updates.	Included
Infrastructure Monitoring	Comprehensive monitoring and reporting across memory, CPU, disk usage, and server performance.	Included
Account Management	Track cloud usage with categories that match their organizational structure. This simplifies billing across different divisions.	Included
Autoscale	Manage and apply CPU Autoscale policies for cloud servers. Automatically scale up and down based on user-defined thresholds.	Included
Application Performance Monitoring	Comprehensive web application performance monitoring with detailed dashboards and tracing to pinpoint areas for improvement.	Included
Security	"Defense in depth" security model, with safeguards at multiple levels.	Included

Optional Features

The following products are available for customers with advanced requirements. They may be added to a single VM or groups of VMs.

Component	Features	Pricing
Networking	Supports data transfer over public Internet interfaces. Note: there is no charge for internal data center traffic.	Cost on a 95/5 basis
Data Backup	Set custom retention policies for data stored on VMs.	Cost per GB used
Disaster Recovery / Business Continuity	Off-site replication to a secondary data center for the 2 most recent backups. Service Level Agreements for RTO and RPO are also available.	Cost per GB used & network bandwidth consumed for replication
Storage	A vSAN for large library or shared storage applications.	Hourly, per GB allocated
Virtual Load Balancing	Citrix Netscaler virtual load balancer.	Monthly, per virtual
CDN	CDN delivery services from multiple providers.	Appliance instance. Different sizes are available.
IPSEC VPN	Persistent point-to-point VPN tunnel.	Cost per GB

Operating Systems

CenturyLink's cloud servers are preconfigured with an ever-growing list of operating systems. We work with our partners and community to provide you with the most choice possible. You are also empowered to use our bundling tools to upload your own operating systems. The operating systems currently available to use with your servers include:

Operating System	32-bit	64-bit
Centos 5	Х	Х
Centos 6	Х	Х
Debian 7		Х
RedHat Enterprise Linux 6	Х	Х
Ubuntu 10	Х	Х
Ubuntu 12	Х	Х
Windows Server 2003 R2	X	X
Windows Server 2008 R2		X
Windows Server 2012		Х









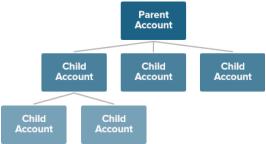


Common Tasks Simplified

We've simplified the most common and important tasks that our customers need to perform. Our built-in cloud computing management, automation, and orchestration capabilities help keep your business running smoothly while significantly reducing your operational burden. In fact, CenturyLink Cloud is just as easy to manage whether you have one server or 100. That means our solution not only scales for your business, it also scales around your most valuable resource - your people.

Server management is a critical function often just bolted on to a cloud "solution." But not with the CenturyLink Cloud. Cloud management permeates our entire platform and is front-and-center in our Control Portal. System administrators have all the tools needed to easily manage servers, getting more done in less time. Customers can also choose to perform the same cloud management operations through a comprehensive web service API. We're among the first in the industry to offer complete account, user, and billing management operations.

Account Management: Creating IT-as-a-Service with chargebacks - We make it easy to define a master "parent" account and then spin up independent sub-accounts that are managed and billed separately. Create users, define permissions, and select payment methods for each account and sub-account. See total charges from the parent account while delivering targeted invoices to each sub-account holder.



Group Management

Group Management enables powerful control over your environment, making for more stable, efficient operations.

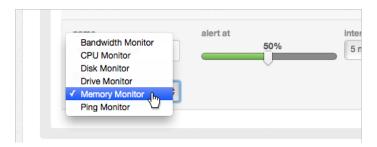
Group Actions

There's no need to waste time manually powering or configuring individual servers. CenturyLink Cloud lets you reboot every server in a group with a single command. Execute a PowerShell script that disables a Windows Service on a dozen servers at once. Groups support a full range of power cycle activities and let you archive, snapshot, or install software across any and all servers in a group. This saves time, reduces the opportunity for human error, and empowers enterprises to spend more time optimizing their cloud, and less time configuring it.



Monitoring and Reporting

You'll never have to wonder about the performance and health of your CenturyLink Cloud servers. Comprehensive monitoring and reporting across memory, CPU, disk usage, and server performance at the Group level always keep you up to date. And while alert thresholds are set at the top Group level and then inherited, they can be easily overridden by administrators for any lower level as needed to meet unique alert requirements. Additional system reporting provides insight into support events, ticketing, and hourly and predicted monthly costs.

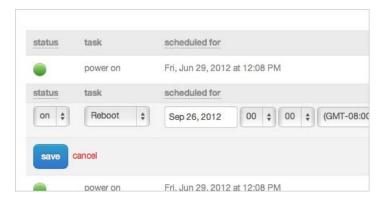


Scheduled Tasks

Set scheduled tasks across groups and individual servers to for routine server functions for better environment administration.

- Archive
- Delete
- Pause
- Power On

- Reboot
- Shutdown
- Create Snapshot
- Delete Snapshot

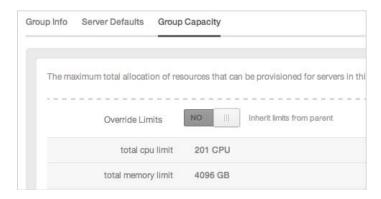


Permissions Management

Secure each individual group through the use of permission policies. Allow or deny individual users from making changes to servers or settings within a particular group. Leverage inherited permission policies to define global access and introduce per-group changes whenever needed.



Resource Governance Define default server configurations that match your typical organizational needs. Set up preferred storage amount, operating system, CPU, and memory for servers added to the group. Define group-level allocation limits to ensure that users don't overprovision servers and create unexpected usage charges. Governance controls encourage enterprises to set up groups for each department and empower them to define the capacity limits that match their individual needs and budget.



Blueprints

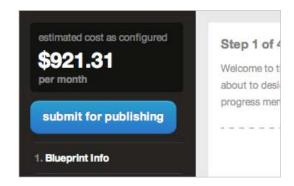
With Blueprints, you can deploy complex cloud environments with a single click. Our comprehensive infrastructure orchestration technology eases deployment of best-practice environments to the CenturyLink Cloud. You can model complex environments as repeatable templates, or Blueprints, to lower costs, decrease time to market, and establish consistency for even the most complex environments.

For administrators, the real challenge isn't building servers, it's building application environments made up of multiple tiers of networked servers, all running highly configured software. It can be time-consuming, error prone, and dependent on the availability of infrastructure networks. Cloud Blueprints eliminate these issues.

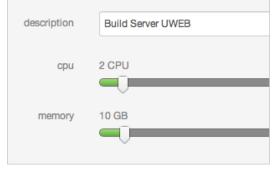
Cloud Blueprints create reusable templates out of complex environments including servers, software, operations and scripts, all arranged in a proper order and saved to a library. Each Cloud Blueprint can be deployed over and over again to the CenturyLink Cloud resulting in a rapid, reliable way to maintain uniform, best-practice environments.

In particular, Cloud Blueprints help organizations that spend a great deal of time creating the same type of environments regularly – software vendors, system integrators, or enterprise IT departments, for example.

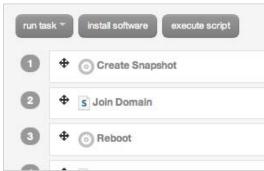
 Step-by-step, web-based wizards for both building and deploying Cloud Blueprints. The wizard displays all deployment requirements and estimated costs.



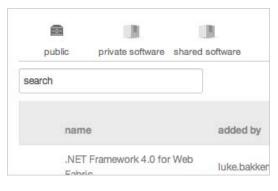
 Support for Linux and Windows machines, with any combination of memory/CPU/storage allocations.



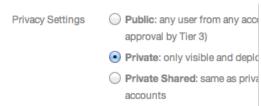
 Your choice of design-time or deploy-time configuration parameters.



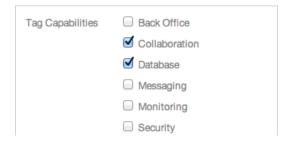
 Install public or private software that you've uploaded onto servers.



 Shared settings that mark a Cloud Blueprint as public, private shared, or private.



 "Tags" for Cloud Blueprints with relevant metadata to aid in later discovery.



 Sophisticated progress monitoring of Cloud Blueprint deployment.



Sample Cloud Blueprint library



CenturyLink Cloud supports a diverse range of network connectivity possibilities including Direct or Cross Connects, MPLS integration, Site-to-Site IPSEC VPN, and client VPN options. CenturyLink Cloud's Professional Services team will work with internal staff, vendors and carriers to ensure that the desired circuits and connectivity methods are implemented.

All of CenturyLink Cloud's facility and environmental specifications are designed and implemented to meet SSAE-16 requirements and are audited annually to ensure compliance. CenturyLink Cloud currently has 11 global data centers across the US, UK, Germany and Canada with further expansion planned for 2014.

CenturyLink Cloud's Managed Services organization delivers 24x7x365 advanced monitoring, remediation and support and is ideal either for Enterprises looking to augment their existing IT staff or who require advanced support such as capacity management, orchestration and optimization. Service Level Objectives and Agreements can be provided under NDA.

IaaS and PaaS

One of CenturyLink Cloud's major differentiators is our commitment to the future of cloud computing, and has been recognized as a "visionary" by Gartner for its leadership in pushing the boundaries of IaaS and PaaS platforms. CenturyLink Cloud's founder, Jared Wray, is the author of the open-source "Iron Foundry" platform- the first and only PaaS to incorporate .NET and Microsoft SQL into its offering, as well as integrating the IaaS and PaaS environments into a unified platform. CenturyLink Cloud operates between 30-40% available capacity across all dimensions (compute, memory, storage and bandwidth) to ensure adequate headroom to absorb any sudden bursts or a significant ramp in utilization without impact to existing customers. Each of our nodes are deployed in an architecture that accommodates the simple addition of compute and storage resources, making our capacity planning and ability to respond to organic growth very effective. In addition, each customer is logically and physically isolated, ensuring that spikes in demand do not affect other customers within the same data center- often known as "noisy neighbor" syndrome.

CenturyLink Cloud's support, correlation and escalation procedures follow ITIL best practices. Incident and support tickets can be placed via live chat, email or phone 24 x 7 x 365. Tickets are assigned a priority and worked in order of descending priority. The priority level indicates the level, extent and impact on the customer. This priority level will be used to determine the resources allocated for resolving the ticket, timelines for resolution and escalation matrix. Tickets opened by the customer will have the initial priority determined by the customer. Each incoming ticket is triaged and the priority will be assigned according to the criteria defined below.

Priority	Description	Communication	New Email to create ticket
Urgent	 Any critical element of the service is unavailable CenturyLink Cloud supported customer systems down[1] Security Breach 	 Updates to all impacted customers and company-all every 30 minutes Status page updated Campfire Chat Ticket Entry 	urgent@t3n.zendesk.com
High	 Any non-critical element of the service is unavailable Significant performance degradation Customer systems down 1 Security Incident 	 Updates to all impacted customers and company-all hourly Status page updated Campfire Chat Ticket Entry 	high@t3n.zendesk.com
Normal	Any critical or time sensitive work request	Ticket entry updated daily	normal@t3n.zendesk.com
Low	Default PriorityWork request	Ticket entry	noc@t3n.zendesk.com

CenturyLink Cloud is diligent in the investigation and correction of support issues and service level failures- drawing upon many unified and correlated information streams, including device logs, alerts, third party monitoring, vendor monitoring, environmental alarms, and support tickets to quickly identify and mitigate any service level violations. CenturyLink Cloud follows the communication plan outlined above, determined by incident severity and customer response/impact, and will issue root cause analysis for any SLA failure. Please see the following response for the punitive policies in accordance to the current SLAs.

CenturyLink Cloud's IaaS and PaaS environments are segregated, both physically and logically, at every layer of the stack including security, network, firewall, hypervisor, storage, and management levels. CenturyLink Cloud statically reserves all resources provisioned by a given customer, and does not oversubscribe any infrastructure. CenturyLink Cloud operates at minimal capacity across all dimensions (compute, memory, storage and bandwidth) to ensure adequate headroom to absorb any

sudden bursts or a significant ramp in utilization without impact to existing customers. Each of our nodes are deployed in an architecture that accommodates the simple addition of compute and storage resources, making our capacity planning and ability to respond to organic growth very effective. While CenturyLink Cloud reserves allocated resources, our proprietary Platform allows for dynamic, policy-based scaling of compute resources to ensure maximum performance with minimum spend.



The CenturyLink Cloud can also be white labeled, allowing the University of Arizona to provide a fully customized UI, including colors, logo, and URLs.



5.2.2 Term

The initial contract period shall be three (3) years from the date of award. The University shall have the sole discretion to renew the contract(s) for up to two (2) additional one (1) year periods. All terms and conditions shall remain the same during a renewal period, including price (prices may decrease, but shall not increase).

Understood and acknowledged.

5.2.3 Limiting Criteria (Pass/Fail)

Vendors please note that, at the sole discretion of the University, proposals that are not complete, thorough, and organized will not be further evaluated if these limiting criteria are not met.

Understood and acknowledged.

5.2.4 Evaluation Criteria for this RFP

Vendors please submit your proposals addressing the following topics in this order:

- Security\Compliance Demonstrated ability to comply, and remain current, with compliance certifications.
- Reliability Evaluated based upon vendor's willingness to provide service level commitments along with historical evidence of achieving those levels.
- Price Evaluated based on publicly available pricing along with any additionally available discounts extended within this proposal.
- Flexibility\Ease of Use Demonstrated flexibility and breadth of offering, ease with which it can be leveraged and availability of training.
- Company profile\references Strong history of demonstrated ability to deliver service at scale to
 a diverse customer base with diverse requirements, and to the higher education industry in
 particular.

Cloud Security / Compliance

With our "defense in depth" approach, customer environments are protected by multiple security measures at every level – securing physical equipment, cloud resources, and customer data. In addition, an extensive permissions system extending to the group and individual VM levels ensure only authorized users can access and alter systems. And we've worked with the leading IT auditing firms to ensure our systems are ready to support most global organizations.

Account Security

We provide customers with role-based access to their cloud environments through authentication and authorization permissions set explicitly per resource type. Users access the Control Portal with a username and password, or by Single Sign On through SAML. All actions performed by users through the Control Portal - such as provisioning servers, adding public IP addresses and powering-on a server - are logged and auditable. These logs are never deleted, and customers can view access logs on an entity by entity basis.

Network Security

CenturyLink Cloud establishes a robust digital perimeter around your cloud environment. All environments reside within private networks created or extended by an Active Directory Domain. Access to customer servers can only be done via a certificate-based VPN connection unless specific public ports have been explicitly opened up by the customer. Customers can extend to two-factor authentication via LDAP (Microsoft Active Directory or OpenLDAP on Linux) for additional security.

Customer environments on the CenturyLink Cloud are protected by a series of redundant Juniper SRX firewalls employing Unified Thread Management (UTM) technology. Each customer service runs on its own private VLAN, and each virtual machine is isolated with zone-based firewalls. Customers can also use secure connections such as Persistent\User VPN, Direct Connection, or MPLS.

Data center Intrusion Detection System (IDS) and Intrusion Detection and Protection System (IDP) attack detection and prevention features screen incoming traffic for potential attacks. This protection is available data center-wide, and is implicitly enabled. In unique cases, customers may request deep content inspection policies and enable IPSEC at the OS level to encrypt all network traffic. We also provide customers with Microsoft Forefront for additional identity and access protection. In addition to real-time monitoring and NOC support, we perform Nessus vulnerability scans upon request. Then, we work with the customer to remediate any identified vulnerabilities. CenturyLink Cloud also offers customers an auto-patch service that keeps customer machines up-to-date with vendor updates.

Physical Security

Each CenturyLink Cloud data center is housed within private, caged enclosures. Entry to the data center premises requires an electronic proximity key card. Data center facilities are staffed 24/7 and monitored by cameras. An electronic proximity card control portal, biometric scan, and onsite data center personnel provide additional security inside the facility. Only CenturyLink authorized staff are allowed access to the private cage enclosure and they access physical hosts via two factor VPN authentication (SSH or RDP Access with Local administrator/root account and password required). All access is logged in both the control panel and the ticketing system.

Reliability

- 99.999% SLA. Each customer receives a binding SLA that ensures 99.999% availability of virtual servers, with automatic credits if service levels aren't met.
- Enterprise-grade hardware. Apps run on premium servers and networking equipment, not commodity infrastructure that's near end-of-life.
- Peace of mind security and compliance. Data and systems are protected by "defense in depth" technologies that offer security at the physical, logical, and account levels.
- Built-in BC/DR. Each VM includes 5 days of rolling snapshots; customers can easily upgrade to 14 days of snapshots stored at a secondary data center.
- 24x7 support and Cloud expertise. Our NOC is standing by to assist every customer 24x7.
- SSAE 16 SOC 2 Type 2 Audited. We provide a secure, compliant cloud environment.

Ease of Use

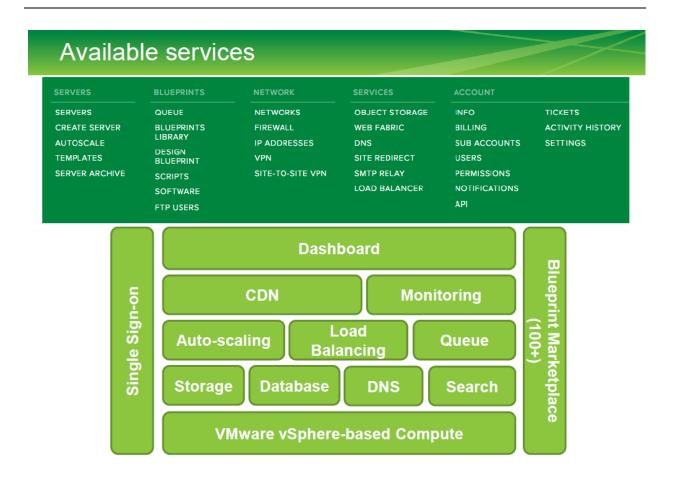
CenturyLink Cloud's Control Portal has received critical acclaim from leading industry analysts such Gartner and Forester, who praise its intuitive UI, granular control of virtual infrastructure, and advanced automation and orchestration features. These capabilities facilitate the rapid deployment of virtual infrastructure, and ensure adherence to provisioning and security policies. In addition, CenturyLink Cloud's Professional Services organization is available to assist with any or all provisioning tasks as needed.

Further, we've streamlined and automated the most common and important server administration tasks that you need to perform. Built-in cloud management, automation, and orchestration capabilities keep your business running smoothly, while significantly reducing your operational burden. In fact, CenturyLink Cloud is just as easy to manage whether you have one server or one hundred. Our cloud platform scales for your business and your most valuable resource – your people.

- Our Cloud Management features include: Comprehensive APIs
- Powerful back-office reporting
- Support for enterprise hierarchies and permissions
- Detailed billing reports
- White-label branding options

Cloud management permeates our entire platform and is front-and-center in our Control Portal. System administrators have all the tools needed to easily manage servers, getting more done in less time. Customers can also choose to perform the same cloud management operations through a comprehensive web service API. We're among the first in the industry to offer complete account, user, and billing management operations.

We provide build "templates" or "Blueprints" of cloud environments to assist customers in the rapid deployment of complex applications. Each Blueprint includes a deployable configuration that can bring a new environment online in a couple of clicks. The end result -- custom apps and prepackaged software are always deployed to their ideal settings.



5.3 Form of Your Proposal

5.3.1 Please provide a list of services along with descriptions being proposed. If this list of services is not published publicly please explain why.

CenturyLink Technology Solutions is recommending our CenturyLink Cloud platform as the solution for the U of A IaaS RFP request. Additionally, CenturyLink Service Management is recommended to ensure compliance, support, and security needs are proactively maintained. The Service Management option would include a CenturyLink Client Service Partner who would monitor performance statistics, availability, and service incidents to maintain a view of the overall health of U of A's deployment. Our Service Management framework and established practices provide U of A with a fully integrated 24x7 service desk that offers you a single point of contact for service and support.

Client Service Partner (CSP)

The CSP would initially be responsible for coordination of Savvis implementation activities to support the customer's business timelines and objectives. The CSP would continue on as persistent resource to coordinate change management and incident response. Through regularly scheduled meetings, the CSP would provide status updates for activities in play; review change events and incident responses from the prior reporting period; identify future projects and events for planning; and other activities. The CSP would serve as the customer's single point of contact for Savvis and facilitate engagement of Savvis resources for incident response, informative, and planning purposes. The CSP will be focused on operational tasks ensuring synchronization and sustainability of the production and DR environments.

5.3.2 Security\Compliance

1. We understand that compliance often creates responsibilities for both the IaaS service provider and consumer. Please indicate, per service per program, how your service(s) divide these responsibilities. Additionally, for areas with vendor responsibilities please indicate what forms of third-party evidence can be provided. This evidence will be requested during the contract negotiation phase of the award process, during which time a Non-disclosure Agreement may be executed. Please be complete in your response to this question. Please submit this information on a separate spreadsheet using the table below as a sample.

Compliance Program	Vendor Responsibilities	Customer Responsibilities
ITAR		
PCI	 All CenturyLink Data Centers are currently PCI certified. Physical and administrative security controls in the majority of our CenturyLink branded data centers. Cisco ASA and Check Point firewalls, and Network Intrusion Detection Systems (NIDS) PCI ROC report available to customer as needed. 	
НІРАА	CenturyLink can sign BAA agreements if required to assist with HIPPA compliance.	
FISMA	CenturyLink can provided FISMA approved cloud services.	
IAR\EAR		
FedRAMP	CenturyLink can provide FedRAMP approved cloud services.	
FERPA		

2. Please describe your ongoing investment\commitment to remain compliant with particular programs and\or become compliant with emerging areas of concern. Please be complete in your response.

Compliance Management

The Compliance Management team at CenturyLink Technology Solutions plays a role in managing and continually improving the assessment processes for SSAE 16 SOC 1, PCI DSS, Business Continuity and Disaster Recovery (BCDR), ISO 27001 for EMEA and Singapore, Risk Management, Safe Harbor, and FISMA (NIST 800-53). The team is directly responsible for engaging and supporting external auditors in the successful completion of annual renewal of audit reports. The team also works to

monitor and adjust audit controls to reflect the changing environments and add new controls and audits where needed. Compliance also plays a support role to international and functional groups in their compliance functions related to ISO 27001 in Japan.

Compliance works closely with global groups and departments to ensure that processes and procedures are accurately represented and tested during annual audits. The Compliance group also creates and performs internal assessments, monitors processes, gathers evidence, and helps with remediation plans. Compliance works across all departments within CenturyLink to continually improve our compliance readiness.

Compliance does not directly manage customer audits, but we can assist the customer facing groups as necessary. Compliance works in conjunction with Proposal Management, Offer Development, Sales, CSPs, Information Security, and Operations to ensure that processes and procedures address customer's audit concerns related to logical and physical security, support functions, and infrastructure.

Compliance engages external audit firms to perform multiple types of assessments designed to address our customers' diverse compliance requirements. One of these external firms is BrightLine CPAs & Associates, Inc. BrightLine is the first and only company in the world accredited to perform a suite of services that includes SSAE 16 (SOC 1) examinations, SOC 2 and 3 examinations, PCI DSS compliance validation, ISO 27001 certification, and FedRAMP assessment services.

CenturyLink has delivered managed services to global enterprises for more than a dozen years. We continue to build on this expertise in Cloud computing and other capabilities. We are a member of:

- International Standards Organization (ISO)
- PCI Standards Council, the Information Security Audit and Control Association (ISACA)
- Information Systems Security Association (ISSA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Computer Security Institute (CSI)

Commitment to ITIL V3 and SSAE 16

ITIL V3 takes a complete lifecycle approach to definition, delivery, operations and reporting across IT service management, and outlines many best practices. CenturyLink Technology Solutions maintains a roster of ITIL Certified Professionals serving across the enterprise from Consulting Services through to Operations Support.

SSAE 16 / Safe Harbor – CenturyLink Technology Solutions recently completed its first annual combined Statement on Standards for Attestation Engagements 16 (SSAE) / International Standards for Assurance Engagements 3402 (ISAE) report (formerly SAS70). We undergo an annual SSAE 16 examination to provide necessary information to our customers regarding the processes and controls that protect their IT assets.

3. Please indicate the conditions under which The University is able to perform penetration testing against infrastructure deployed under this agreement. Please limit your response to one page or less.

CenturyLink will work with University of Arizona IT Security resources to ensure security compliance. This can be co-coordinated using CenturyLink Service Management resources. Additionally the following services are included:

- A. Penetration testing (internal vs. external)
 - a. Internal testing is undergone annually, and summary results shared with customers if desired.

- b. External testing can be facilitated by CenturyLink, additional cost will be incurred.
- c. Nessus Vulnerability Scans are complimentary.
- 4. Please indicate your willingness to enter into a Business Associate Agreement, as defined by the HITECH Act, with The University. Please limit your response to one page or less.

CenturyLink Cloud Services will sign a BAA with The University of Arizona to assist with compliance with HIPPA regulations.

5.3.3 Reliability - Please limit your response in this section to 30 pages or less.

1. For each proposed service please provide a link to publicly available documentation or a description of your service level commitment. If documentation is not publicly available please describe why not. Please submit this information on a separate spreadsheet using the table below as a sample.

Service	Service Level Commitment
SLA	http://www.centurylinkcloud.com/legal/sla

- 2. How does a customer monitor the fulfillment of service level commitments? Each customer environment includes basic monitoring services from New Relic. U of A has the option to increase monitoring statistics per server if desired by entering into a separate agreement with New Relic.
- 3. Additionally please provide historical, preferably third-party, evidence of consistent service level delivery.

Public Network – Tier 3 ensures 100% uptime on all Public Network services to Customers located in our data centers. All Public Network services include redundant carrier grade Internet backbone connections, advanced intrusion detection systems, denial of service (DOS) mitigation, traffic analysis and detailed bandwidth graphs. This does not include DOS attacks or other unknown variables that can affect Internet traffic.

Private Network – Tier 3 ensures 100% uptime on the Private Network services to Customers located in our data centers. All Private Network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis and detailed bandwidth graphs.

Control Panel and API – Tier 3 ensures 99.999% access to the Control Panel and API. Access to the Control Panel is available via the Public and Private Networks. The Control Panel is utilized to fully manage the on-demand IT environments located within the Tier 3 data centers. Control Panel access includes ticketing system access, account management, server management, bandwidth management, backup management and other related services.

Virtual Servers – Individual servers will deliver 99.999% uptime as monitored within the Tier 3 network by Tier 3 monitoring systems. Only failures due to known Tier 3 problems in the hardware and hypervisor layers delivering individual servers constitute failures and as such only they are covered by 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 as such are not covered by this SLA.

Cloud Storage – Tier 3 delivers a 99.99% uptime on Cloud Storage. A Cloud Storage failure occurs when a Customer cannot retrieve data because of problems with hardware and/or software in Tier 3's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA. Tier 3 maintains multiple copies of the files and allows customers to enable revision tracking on their cloud environment for restores of data. Customer will receive a service credit for the period of time commencing when a ticket is filed requesting assistance in accessing Customer data until the service is reinstated. Data in this environment (when provisioned as Premium Storage), unless otherwise noted by Tier 3 to the individual customer, is retained for fourteen (14) days onsite in the data center and two (2) days offsite in the secondary data center (disaster recovery location) and when provisioned as Standard Storage is retained for five (5) days onsite in the data center.

4. Provide any additional materials you believe relevant to demonstrate your commitment and ability to deliver beyond your published service level commitments.

We can do custom architectural design to exceed SLAs where required, and at additional cost.

5. Please describe how you predict, monitor for, respond to, and avoid or resolve ingress\egress bottlenecks between customer and provider.

For Service Management: The global CenturyLink Technology Solutions Operations Center provides fault isolation and rapid restoration and incident management of client services. It is staffed 24/7 to respond in a timely manner to all incidents and requests.

For Network Monitoring & Management: Station Online Portal provides you with the flexibility to customize and categorize your IT assets. With this flexibility, you can view and manage your assets the same way you view and manage your business. Station Portal is provided as an integral component of all CenturyLink services.

Price

5.3.4 Price

1. Please provide list pricing for all services being proposed:

Service	List price
CenturyLink Cloud	Please see the pricing table for CenturyLink Cloud Products and Services on pages 55-58.
CenturyLink Service Management – 20 Hours	\$3,500

Discount

2. Discount, if any, from list price on all current or future services: _____%

Please see the pricing table for CenturyLink Cloud Products and Services on pages 55-58, which includes a 30% discount where applicable.

3. Please describe any further discounts from list pricing, if any, on specific services, timeframes, purchase thresholds or bundles.

See 5.3.4 number 2, above.

4. What, if anything, is being provided free of charge? Are there any instructional or research related additional cost incentives available?

CenturyLink Cloud is based on a usage model. There are no services included free of charge in this environment.

5. In two pages or less, please provide a description of those internal processes leveraged to continually drive down costs and pass those savings on to the customer. Additionally, please indicate the time lag until those savings are reflected in the price list (referenced in item 5.3.8), along with historical evidence of such. Please submit this information on a separate spreadsheet using the table above as a sample.

CenturyLink achieves cost savings and efficiencies in its data center solutions through:

- Negotiating bulk discounts from our partners via mastering purchasing agreements for hardware, software and network infrastructure
- Employing server virtualization and hardware consolidation for greater efficiency and higher utilization levels
- Observing SSAE-16 and ASHRAE standards throughout our data centers
- Designing our data centers for maximum energy efficiency
- Seeking constantly to employ both state-of-the-art technologies and industry best practices for all aspects of data center operation

Literally thousands of individual and incremental improvements are made on a continuous basis.

5.3.5 Flexibility\Ease of Use\Breadth of portfolio. Please limit your response in this section to 25 pages or less.

1. Describe technical and customer support mechanisms, including account management, service desk, phone support, architecture consultations, and outage notification and response.

The global CenturyLink Technology Solutions Operations Center provides fault isolation and rapid restoration and incident management of client services. It is staffed 24/7 to respond in a timely manner to all incidents and requests. As the single point of contact, the Service Center is responsible for customer communication through the lifecycle of an incident ticket or support request, providing case management, documentation, triage, troubleshooting and escalation of customer incidents and requests. It also provides constant proactive monitoring, vendor management and communication of incidents within a client's environment.

The CenturyLink Technology Solutions Operations Center consists of four key components:

Service Center The entry point for incidents and requests

Command Center The first point of escalation

Problem Management The focal point for trended incidents, root cause analysis, and

Center documented service procedures

Automation Center Focused on automating routine tasks

The **CenturyLink Technology Solutions Operations Center Team** includes Request Specialists, Incident Analysts, and Incident Specialists:

- Request Specialists are responsible for communicating and processing all service and change requests. They work closely with Incident Specialists and Service Engineers to execute requested changes within client environments.
- Incident Analysts are responsible for processing incoming customer incident reports. They are
 equipped with diagnostic toolsets to isolate reported faults, and follow a strict functional
 escalation methodology to enable rapid service restoration.
- Incident Specialists are responsible for monitoring and responding to events originating from CenturyLink Technology Solutions' proactive monitoring infrastructure toolset. Incident Specialists have management control over customer infrastructure and adhere to a strict functional escalation methodology to enable rapid fault isolation and restoration of customer services. Incident Specialists communicate directly with the customer during incident troubleshooting and resolution or change execution.
- 2. Please describe how communications and notifications to customers take place regarding events (outage, maintenance, compliance, overage, etc.).

See 5.3.5 number 1, above.

3. **Please** describe your commitment to supporting opportunities for customer to customer knowledge sharing and event notification?

For comprehensive Help resources, Knowledge Base and Community, please see: https://t3n.zendesk.com

4. What functional and technical training and documentation is available for leveraging the service portfolio. How much of this training and documentation is or can be provided free of charge?

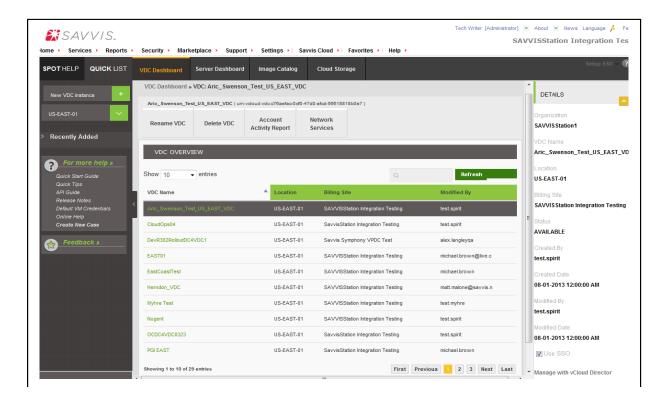
Simple, user-friendly access to your critical business and technical information is available through the Station Online Portal (formerly, SavvisStation Portal). The portal provides a comprehensive document library for every product that CenturyLink Technology Solutions sells, a feature that Gartner has called out as one of our greatest strengths.

"Savvis has consistently had one of the best end-user portals, which generally covers every product that Savvis sells. Resource management and utilization views across multiple hosting and Cloud services help customers identify where they may have overprovisioned their infrastructure and could potentially save money."

Gartner Magic Quadrant for Managed Hosting, North America (April 2013)

Our customer Portal is the industry leader in customized Cloud and hosting solutions, and was built with a focus on security and user permissions, providing approved customer representatives with secure access from virtually any Web browser. Across the Portal, users can personalize information to fit their needs, and define flexible representations of the data. There is no charge for customers to use the Portal and no limit to the number of user accounts that can be assigned for a customer.

Station Online Portal provides you with the flexibility to customize and categorize your IT assets. With this flexibility, you can view and manage your assets the same way you view and manage your business. SavvisStation portal is provided as an integral component of all Savvis services.



Features include:

- Comprehensive document library
- Reseller and white-label capability

- Event, Case, and Problem management
- Alert and notification management capabilities
- Consolidated management of all Cloud offerings (public and private)
- Contract management (MSA and schedules)
- Client Connect (customer-to-customer service availability publishing)
- Electronic ordering and configuration of products through Savvis Marketplace (compute, storage, databases, backups, cross connects)
- User management (customization and configuration)
- Role-based functionality (security and personalization)
- Asset grouping/aliasing capability
- Dashboard summaries of service health
- Interactive charts and graphs with drill-down capabilities
- Comprehensive report catalog of common report types
- Custom report builder across all services, with automated email delivery
- Resource Management (hosting)
- Order and invoice management
- Change management with workflows
- API for event and case management
- Modern HTML5 design
- Mobile device access
- 5. Please describe breadth and availability of professional services, certifications, and provider vetting\screening of those professionals.

Professional Certifications – CenturyLink Technology Solutions' Certified Professionals have vast industry expertise and diverse credentials, including CCIE (Cisco Certified Internetwork Expert), CNE (Certified Novell Engineer), Certified Information Systems Security Professional (CISSP), and many have been certified by Oracle, Microsoft, Red Hat, Sun, IBM, Checkpoint, Veritas and other leading vendors.

- Certificate in Project and Program Management
- Checkpoint CCSA
- Checkpoint CCSE
- Cisco CCDA
- Cisco CCDP
- Cisco CCIE
- Cisco CCNA
- Cisco CCNP
- CompTIA -A+
- CompTIA -Network+
- IBM AIX
- ITIL Foundations
- Microsoft MCSE
- Microsoft MS Server 2000
- Microsoft MS Windows 2000

- Microsoft MCP
- Microsoft MCSE+I
- Oracle OCP Database
- Oracle Certified Support Engineer - OCSE
- Program Management PMP
- Red Hat RHCE
- Red Hat RHCT
- Security CEHSecurity CISA
- Security CISM
- Security CISMSecurity CISSP
- Security ECSA
- Security GIAC Security Essentials Certification
 - (GSEC)

- Security Leadership GSLC
- Security Penetration Testing
 LPT
- Solaris SCSA (Solaris 8)
- Solaris Solaris 7
- Administrator
- Sun Sun Certified
- NetAdmin
- Sun Sun Certified SysAdmin
- Sun Sun Enterprise Certification
- Veritas Netbackup
- Veritas Volume Manager and File System

Each employee must participate in CenturyLink "Security Awareness" training annually, which is validated by passing a yearly test. Subcontractors are required to adhere to the same requirements as CenturyLink staff.

6. To the extent possible please describe the capacity for a given customer to expand within your environment. Are there limits in place to throttle or manage consumption based upon underlying capacity availability?

CenturyLink Technology Solutions consistently maintains a low overall threshold within the CenturyLink Cloud environment. Resources are rarely, if ever oversubscribed. Server hardware is maintained on site to allow for instant expansion and increase of available resources.

For organizations that are used to working with their own data centers, the term of "compute resources" means how many CPUs and cores that are included in a server. Traditionally, these resources are allocated once when the server is purchased. With the increasing prevalence of server virtualization, developers and administrators are growing comfortable with compute resources that can easily change over time. Cloud computing takes this paradigm further by not only charging per hour (instead of for the life of the server), but also shielding the user from the underlying infrastructure that hosts the virtual machines. Each core requested by a customer is equivalent to a 2 GHz Intel Xeon processor. These resources are then managed by the hypervisor to ensure that all server instances on the physical host receive predictable performance while maximizing the overall performance of the physical host. Tier 3 closely monitors the server clusters and ensures that CPU and RAM utilization never surpass 50-70% to allow enough headroom for spikes and peak traffic.

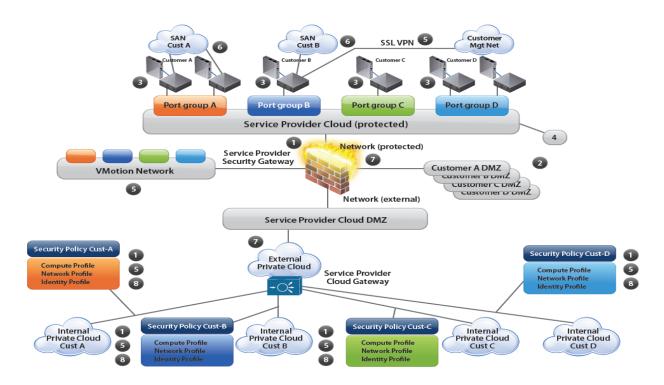
7. Please describe the ability to transfer, integrate with, or establish hybrid solutions with workload on existing on premise VMWare or OpenStack environments.

Hybrid Cloud Strategy – CenturyLink Cloud products deliver Cloud compute, storage, and data center service in the multitenant public environment, and also enable a seamless hybrid Cloud experience by extending on-premise private Clouds into off-premise public and private Clouds. Based on the VMware vCloud stack, Cloud Data Center Public (CDC) enables customers to easily move workloads and applications between public Clouds and customer on-premise data centers, creating a natural extension for their on-premise solutions.

CDC is one of the first VMware vCloud 5.1-based service provider Clouds, with both public and dedicated editions available to help fill the emerging market gap for hybrid Cloud. Given that VMware accounts for approximately 80% of the hypervisor market share, vCloud-based Cloud Data Center is the best choice on the market for private Cloud extension, Cloud burst, hybrid Cloud, and disaster recovery use cases.

The CDC Public web portal – along with the VMware vCloud Director web console – provides an intuitive self-provisioning and self-management experience. The Cloud Data Center web portal is tablet-friendly, further enhancing the user experience. CDC provides unmatched 100% end-to-end infrastructure uptime to the hypervisor level, and 99.95% SLA up to the OS level, all backed by customer credits in the event of missed SLAs.

8. Please provide a diagram depicting a sample complete IaaS solution with compute, storage, and network services along with a diagram depicting a hybrid scenario, if applicable.



9. Please describe how you intend to fill gaps in your service portfolio and provide a list of services that have been added to the portfolio in the most recent six (6) month period.

CenturyLink Technology Solutions stays on top of industry trends and is constantly innovating to deploy new services and features to existing services. Recent portfolio additions include:

- Purchase of AppFog Developer Platform
- Purchase of Tier 3 Cloud Platform
- Hyperscale VM's for Big Data in the Cloud
- Cloud Server AutoScaling
- Cloud Webhooks for event notification
- Wordpress Site Management
- IBM WebSphere Commerce Management
- Deployment of Intel's newest Ivy Bridge processors

10. Please describe the extensibility of the provisioning, management, and billing environment.

CenturyLink Cloud supports role based permissions that can be allocated to server groups within the server farm. Adminstrators can retain full control over the cloud severs at the highest level, and allow permissions further down the server hierarchy as needed. Server groups can be resource limited to control costs, and billing breaks out groups into individual sections to simplify bill back objectives. All functionality is built into the cloud today, requiring no third party to assist with complex bill structures. All Provisioning can be controlled via the web interface or can be performed by using the CenturyLink Cloud API.

5.3.6 Company profile\references

1.) Vendor to provide <u>three (3)</u> customer references, from comparable research universities for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

Macy's Department Store	CenturyLink Technology Solutions can assist with introductions and scheduling of the reference discussion at future date	Cloud	CenturyLink Technology Solutions cloud customer. Currently using our cloud for their R&D efforts and planning production migration.
Corporation for Network Initiatives in California (CENIC)	CenturyLink Technology Solutions can assist with introductions and scheduling of the reference discussion at future date	Cloud	Awarded to provide cloud services to member community CalREN California Research and Education Network
Thomson Reuters	CenturyLink Technology Solutions can assist with introductions and scheduling of the reference discussion at future date	Cloud	Thomson Reuters is a long standing CenturyLink Technology Solutions Financial Services client, leveraging several different services in many locations.

5.4 Method of Payment & Discount for Early Payment. The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card?	Yes X	No
Do you offer an early payment discount?	Yes	NoX
If yes, what is your offer? % if particles of the particles and uncontested Invoice for Particles for Particles and Uncontested Invoice for Invoice		_ days after the University receives a
If payment via credit card is accepted and an earceive the discount if paying by credit card? Y	3 . 3	scount is offered, would the University No N/A
(DATE)		

6.0 CERTIFICATIONS AND FORMS

(Vendor to complete and return with proposal)

- 6.1 Certification of Proposal
- **6.2 Legal Workers Certification** (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing \$50K and over)
- 6.3 Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996) (Applicable to Federal Contracts >\$25k and Federal Grants >\$100k)
- 6.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) (Applicable to Federal Grants or Contracts >\$100k)

6.1 Certification of Proposal (vendor to complete and return with proposal)

Explanation. This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals # L171402 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that ___QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC (Vendor Name), located at 1801 California St 25th Floor, Denver Co 80202 (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) IS **or** IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The Undersigned further certifies that your business (check the appropriate areas) does **or does not** meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:

Small Business Sm

Small Disadvantaged

Small Business Women-Owned

Women-Owned Disadvantaged

Veteran owned

HUB Zone

Arizona Small Business (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please "CHECK one of the following:

AZ. Small Business

AZ. Women Owned

AZ Disadvantaged

AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: _ Lynda Santoro on behalf		ger, Offer Management
Signature: Sue.Baker@centurylink.c	com Date: _2/21/2014	4
Telephone #: 303-992-6942	Facsimile #: 720-578-2714	F.E.I.N: 04-6141739

6.2 LEGAL WORKER CERTIFICATION

Date: __2/21/2014_____

Procurement and Contracting Services
University of Arizona
PO Box 210300Tucson, AZ 85721-0300

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor(s) under any Contract resulting from this solicitation shall be deemed a material breach of the Contract and is grounds for penalties, including termination of the Contract by the University. The University retains the right to inspect the records of the below entity, subcontractor(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

_ Qwest Communications Company, LLC, d/b/a CenturyLink QCC	1801 California St 25 th Floor, Denver Co 80202
(Firm)	(Address)
(Signature Required)	303-992-6942 (Phone)
Lynda Santoro on behalf of Susan K Baker (Print Name)	720-578-2714 (Fax)
Manager Offer Management (Print Title)	_04-6141739_ (Federal Taxpayer ID Number)

(November 3, 2009)

6.3 CERTIFICATION REGARDING DEBARMENT SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

In accordance with FAR 52.209.5, complete the following certification regarding debarment suspension, proposed debarment and other responsibility matters and **return the completed certification with your solicitation response.** (Applicable to Federal Contracts >\$25k and Federal Grants >\$100k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters

(Mar 1996)

- (1) The Offeror certifies, to the best of its knowledge and belief, that
 - (i) The Offeror and/or any of its Principals
 - (A) **Are Are Not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
 - (B) **Have Not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) **Are Are Not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror **Has Has Not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- "Principals", for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision)

_ Qwest Communications Company, LLC,	1001 California Charth Flagra		
d/b/a CenturyLink QCC	1801 California St 25 th Floor,		
	Denver Co 80202		
(NAME OF FIRM)	(ADDRESS, CITY, STATE, ZIP)		

Xpda Santon 2.21.2014

(SIGNATURE)

(DATE)

Lynda Santoro on behalf of Susan K Baker

(PRINT OR TYPE - NAME AND TITLE)



CenturyLink Cloud Price List - Products and Services

Product Code	Name	Description	Billing Type	Per Hour	Per Month*	Discounted Monthly*	Setup
VIRTUAL SERV	ERS						
CPU-ENT	Virtual Server - Virtual Processor (1-16)	2 Ghz+ Processor	Hourly (Running)	\$ 0.07	\$ 50.40	\$ 35.28	\$ -
MEM-ENT	Virtual Server - Virtual RAM (1-128)	1 GB	Hourly (Running)	\$ 0.04	\$ 28.80	\$ 20.16	\$
MS-SERVERS	Virtual Server - Management	Managed services for a virtual server	Hourly (Running)	\$0.125	\$ 90.00	\$ 63.00	\$ -
STORAGE							
DISK-STD	Standard Block Storage	SAN 1GB Storage (single node, 5 days of snapshot backup)	Hourly (Allocated)	\$ 0.0007	\$ 0.50	\$0.35	\$ -
DISK-PREM	Premium Block Storage	SAN 1GB Storage (14 days of snapshot backup, off-site replication for DR/BC)	Hourly (Allocated)	\$ 0.001	\$ 0.72	\$0.50	\$ -
DISK-OBJE	Object Storage	Per GB Stored (based on highest sum of bucket storage allocated during the month), includes automatic geo-replication	Hourly (Allocated)	0.0002	\$0.15	\$0.11	\$ -
DISK-ARCH	Archive Storage	Per GB Stored (for template and adhoc snapshot storage only - may not be provisioned for active storage)	Hourly (Used)	\$ 0.0004	\$ 0.25	\$0.18	\$ -
DISK-VSAN	Virtual SAN	Virtual SAN on the customers dedicated network CIFS, NFS, ISCSI. Support up to 4 1TB volumes per VSAN	Monthly (Fixed)	\$ -	\$ 250.00	\$175.00	\$ 250.00
FABRIC SERVIC	CES						
WF-INSTANCE	Web Fabric Instance	Web Fabric Instance	Hourly (Allocated)	\$ 0.50	\$ 360.00	\$252.00	\$ -
WF-CPUUSAGE	Web Fabric CPU Usage	95% of CPU Usage at 2Ghz chunks per instance	Hourly (Allocated)	\$ 0.03	\$ 21.60	\$15.12	\$

WF-MEM	Web Fabric Memory Allocated	1GB Memory Allocated per instance	Hourly (Allocated)	\$ 0.04	\$ 28.80	\$20.16	\$
SMTP-REL	SMTP Relay Service	Price per 1000 emails sent	Usage (per 1000)	\$ -	\$ 0.10	\$0.07	\$ -
OPERATING SYS	TEM LICENSING						
SOFT-WINSRVENT- CPU	Windows Server Datacenter 2003/2008/2012	Per vCPU	Hourly (Allocated)	\$ 0.04	\$ 28.80	\$20.16	\$ -
SOFT-RHEL-STD	Redhat Standard	Per Server	Hourly (Allocated)	\$ 0.04	\$ 28.80	\$20.16	\$ -
SOFT-RHEL-PRM	Redhat Premium	Per Server	Hourly (Allocated)	\$ 0.04	\$ 28.80	\$20.16	\$ -
NETWORKING							
NET-XCONNECT	Data Center Cross Connect	1 gbps port connection	Monthly (Fixed)	\$ -	Custom	Custom	Custom
NET- INETBANDWIDTH	Data Transfer / Bandwidth (measured at 95/5)	1Mbps	Usage (95/5)	\$ -	\$ 22.00	\$15.40	\$ -
NET-VPN-P2P	VPN Connection	Site to Site VPN Connection (Does not include bandwidth)	Monthly (Fixed)	\$ -	\$ 45.00	\$31.50	\$ 100.00
NET-VLAN	Private VLAN (Additional)	Per VLAN	Monthly (Fixed)	\$ -	\$ -	\$0.00	\$ -
NET-CDN- BANDWIDTH	CDN HTTP/S Delivery or Streaming	Per GB transferred	Usage (GB)	\$ -	\$ 0.15	\$0.11	\$
NET-CDN-SSL	CDN SSL Delivery with Private Cert	Per Domain (Does not include HTTPS Delivery)	Monthly (Fixed)	\$ -	\$ 260.00	\$182.00	\$
DYN-DNS	DynECT Managed DNS	Per Zone	Monthly (Fixed)	\$ -	\$ 5.00	\$3.50	\$ -
NET-EXTERNALIP	IP Address	External IP address	Monthly (Fixed)	\$ -	\$ 2.00	\$1.40	\$ -
CTRX-EW3Z0000473- N200S	Citrix NetScaler VPX 200Mbps Standard	Dedicated Load Balancer (Virtual Appliance)	Monthly (Fixed)	\$ -	\$ 260.00	\$182.00	\$ 100.00
CTRX-EW3Z0000473- N200E	Citrix NetScaler VPX 200Mbps Enterprise	Dedicated Load Balancer (Virtual Appliance)	Monthly (Fixed)	\$ -	\$ 520.00	\$364.00	\$ 100.00
CTRX-EW3Z0000473- N1000S	Citrix NetScaler VPX 1000Mbps Standard	Dedicated Load Balancer (Virtual Appliance)	Monthly (Fixed)	\$ -	\$ 780.00	\$546.00	\$ 100.00
CTRX-EW3Z0000473- N1000E	Citrix NetScaler VPX 1000Mbps Enterprise	Dedicated Load Balancer (Virtual Appliance)	Monthly (Fixed)	\$ -	\$ 1,170.00	\$819.00	\$ 100.00

CONSULTING- HOUR	Consulting / Professional Services	Hourly Consultancy rate	Hourly (Used)	\$ -	\$ 185.00	\$ 185.00	\$ -
NOC SETUP & CO	ONFIGURATION SERVICE	S					
NOC-VPN	NOC Services	Basic VPN setup and configuration	One-time (Fixed)	\$ -	\$ -	\$ -	\$100
NOC-LB	NOC Services	Setup and configuration for a dedicated load balancer	One-time (Fixed)	\$ -	\$ -	\$ -	\$100
NOC-VSAN	NOC Services	Setup and configuration for a vSAN	One-time (Fixed)	\$ -	\$ -	\$ -	\$250

^{*} Per Month Pricing reflected as "Estimated" cost for services based on an Hourly Billing Model (30 days x 24 hours = 720 hours)

This CenturyLink Loyal Advantage Agreement ("Agreement") is between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("CenturyLink") and Arizona Board of Regents on behalf of the University of Arizona ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink reserves the right to withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink before **March 31**, **2014**. Using CenturyLink's electronic signature process for the Agreement is acceptable.

Arizona Board of Regents on behalf of the University Of Arizona	QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date
Customer's address for notices:	
Customer's facsimile number (if applicable):	
Person designated for notices:	

1. Services. Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

CenturyLink Cloud

- 2. Term. Customer selects the following "Initial Term" of the Agreement: three year ("Initial Term"), 600053 code.. The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."
- 3. Rates. Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.
- 4. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.
- **Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement.
- **6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's

decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

- **7. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.
- **8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- **9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.
- **9.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.
- **9.2** Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.
- **9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.
- **9.4 Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.
- **10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

- **11.1 Service.** Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.
- **11.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.
- 11.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.
- Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right

under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

- 13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.
- **13.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- **13.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

13.6 Installation, Maintenance and Repair

- (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.
- (b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.
- (c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

- (a) Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.
- **(b) Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.
- (c) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (d) Limitations Period. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.
- **13.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Services must comply with all applicable laws.
- **13.9 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.
- **13.10 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior

written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

- 13.11 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.
- **13.12 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.
- **13.13 Service Termination Notices.** Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.
- **13.14** Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at qwest.centurylink.com/legal/.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/qcc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority

directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.



Savvis Service Management Package Service Guide

Savvis Service Guide

This Savvis Service Guide ("SSG") sets forth a description of the Service Management Package ("Service") offered by Savvis within the United States, Canada, EMEA and Singapore, including details and additional requirements or terms, if any. This SSG is subject to and incorporated into the Master Service Agreement between the parties. The specific details of the Service Management Package ordered by Customer will be set forth on the relevant Service Order.

Savvis Service Management Package

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Savvis Service Management Package

Service Description

The Savvis Service Management Package provides flexible, ongoing service management to Savvis customers.

The Savvis Service Management Package is available for customers purchasing Savvis' Managed Hosting, Network or Colocation Services. The Service configuration is flexible and there are several variations the Customer may select when ordering the Service. As further depicted in the table below, the Service may include customer support from a Client Service Partner (CSP), proactive technical consultation provided by Client Technology Advisors (CTA), and technical support provided by Technical Service Engineers (TSE). Additional resources are available including Operational support from a Technical Operations Manager (TOM), Security support from a Security Account Manager (SAM), and a dedicated service desk via the Adaptive Help Desk.

Customer may order Savvis Service Management in the following service tiers. The monthly hours stated are included in the base package for each configuration, but Customer may order additional hours and resources as needed within a Supplemental Package covered below.

Service Management Tiers	Basic	Standard	Select	Advanced	Elite
Support Personnel	CSP	CSP	CSP, CTA, TSE	CSP, CTA, TSE	CSP, CTA, TSE
Hours per Month included	8	20	80	160	360

Overages in monthly hours will be billed in addition to the monthly recurring charge for both the base package and any Supplemental Service Packages.

Supplemental Service Packages: The Technical Operations Manager (TOM), Security Account Manager (SAM), and Adaptive Help Desk are available as Supplemental Service Packages to be added on to a base tier or base Service package. The TOM is available in 40, 80 and 160 hour monthly options, the SAM is available in 80 and 160 hour packages, and the Adaptive Help Desk is available in 80 and 160 hour monthly packages. Customer may also order additional CSP, CTA and/or TSE monthly hours to add on to a base Service Management Package as needed through a Change Request and an additional monthly rate. Customer must have a base Service package in order to add Supplemental hours. Additional monthly hours for the Service may be ordered in minimal lots of 20, 40, 60, 80 and 160 hours per month and one personnel role per Supplemental Service Package. Personnel cannot be combined in the Supplemental Service Package. Multiple Supplemental Service Packages may be added on to any base Service package.

Supplemental Packages					
Hours per month included	20	40	60	80	160
Support Personnel / Service available	CSP, CTA, TSE	CSP, CTA, TSE, TOM	CSP, CTA, TSE	CSP, CTA, TSE, TOM, SAM, Adaptive Desk	CSP, CTA, TSE, TOM, SAM, Adaptive Desk

Any base Service Management Package or Supplemental Service Package containing a Technical Services Engineer (TSE), requires the Customer to select TSE type. TSE options include: OS (Unix, Windows), Applications, Hosting Area Network, Database, and Storage. If more than one type is required, additional Service package(s) must be ordered.

All Service Management Packages and associated hours are the Customer's minimum commitment and will include a monthly charge regardless of the total hours actually consumed. Customer details of the charges for these Service Management Packages, Supplemental Service Packages, and overage rates, are available from the Savvis Account Management team.

The tables on the following pages identify the task or activities performed by support personnel: CSP, CTA, TSE, TOM, SAM roles and Adaptive Help Desk, and provides detail for each task or activity.

Client Service Partner (CSP)

Service Personnel Task and Activities

The following Service personnel tasks and activities are included in the CSP's tasks and activities limited by the hours per month included in the base Service Management Package or as supplemented by Customer via a purchase of a Supplemental Package. Customer and Savvis may mutually agree in writing to alter the task or activities by executing a Change Request.

Key	Task or Activity
CRM	Customer Relationship Management
CRM 1	Proactive calls to Customer with regular touch points
CRM 2	Provide product introduction or enhancements information
CRM 3	Customer tours of Savvis Data Centers
CRM 4	Contact Management and Administration - with new Customer contacts
CRM 5	Customer queries (e.g. what is the storage capacity available?)
CRM 6	Customer advocate at Savvis
CRM 7	Contractual queries
CRM 8	Informing Customer on Savvis changes, such as Invoice layout, DCMW
CRM 9	SavvisStation Portal training
INP	Incident / Problem Management
INP 1	Incident and problem trending and reporting
INP 2	Escalation management (via Savvis Operations Center)
INP 3	Conduct Root Cause Analysis, provide RCA Report and follow up, business impact review
INP 4	Create Automated Service Procedures
CHG	Change Management
CHG 1	Assist with documentation of Customer -written scripts for standard changes
CHG 2	Management of non-standard Change Requests
CHG 3	Management of Emergency Change Requests
CHG 4	Risk management for Change Requests
CHG 5	Proactively advise on Savvis maintenance
CHG 6	Development and delivery of project plans for changes.
CHG 7	Proactive review of change cases
REL	Release Management (Install & Decommissioning)
REL 1	Overseeing project management for new and major Service Integrations
REL 2	Supply Customer handover documentation
REL 3	Provide Customer with Savvis Handbook
REL 4	Establish service interfaces
CFG	Configuration Management

SSG - Global Service Management Package

Key	Task or Activity
CFG 1	Coordinate review of Customer firewall rules
CFG 2	Review Customer infrastructure at Service Reviews
CFG 3	Undertake quarterly review of infrastructure monitoring
CFG 4	Provide updated Customer configuration documentation following major changes
CFG 5	Review authorized Customer contact list
SLM	Service Level management
SLM 1	Service Reviews
SLM 2	SLA monitoring & reporting (via service reviews)
SLM 3	Executive Reviews including product enhancement and business direction
SLM 4	Implementation of SDP (Service Development Plan)
AVM	Availability Management
AVM 1	Availability Management Optimization of Service Uptime
AVM 1	Optimization of Service Uptime
AVM 1 AVM 2	Optimization of Service Uptime Availability Report
AVM 1 AVM 2 AVM 3	Optimization of Service Uptime Availability Report Customer -specific Savvis crisis & DCMW impact communication
AVM 1 AVM 2 AVM 3	Optimization of Service Uptime Availability Report Customer -specific Savvis crisis & DCMW impact communication Finance
AVM 1 AVM 2 AVM 3 FIN FIN 1	Optimization of Service Uptime Availability Report Customer -specific Savvis crisis & DCMW impact communication Finance Proactively manage bill production
AVM 1 AVM 2 AVM 3 FIN FIN 1 FIN 2	Optimization of Service Uptime Availability Report Customer -specific Savvis crisis & DCMW impact communication Finance Proactively manage bill production Process Service Credits

Description of CSP Task and Activities

Key	Description
Working Hours	Service Management is available 9am to 5pm (local time) during business days. The Savvis Operations Center is available on a 24/7 basis to support incident escalations. The Service Management organization will support major events with significant business impact outside of normal business hours.
DCMW	Data Center Maintenance Window (this is a standard weekly period for Savvis to conduct essential maintenance work).
CMDB	Configuration Management Database (Savvis uses the Vantive system to record all CMDB items).
Resource days included in the package	Amount of Service Management time (maximum days per month), which is pre-paid within the agreed Service Order.
CRM - Custome	r Relationship Management
CRM 1	A status update call (or courtesy call) made to Customer to maintain communication between the parties.
CRM 2	Provide Customer with information on the new product enhancement(s) that Savvis has brought to market.

Key	Description
CRM 3	Occasional site visit for Customer. For example, when a Customer would like to take their own customers on a tour of a Data Center from which their Services are managed.
CRM 4	Contacts at Customer's site(s) who interface with Savvis may change from time to time. The CSP will bring the new contact up to speed and build a relationship. This will include introduction to Savvis, Savvis' Services, Customer's committed Services, infrastructure, contact details, meetings with Operations Center Managers, etc. Savvis Professional Services can provide resources to work with a Customer partner to assist with solution design, implementation or support activities which fall outside of normal service management. For example, additional support may be required in managing Customer's telecommunications provider who has to install services at a Savvis Data Center to implement a service for the Customer.
CRM 5	The CSP will receive, respond to and follow-up Customer queries to conclusion.
CRM 6	The CSP is familiar with Customer's business, services and requirements in general and is responsible for managing Customer satisfaction with all areas of Savvis. Customer satisfaction is measured via formal Customer surveys as part of Savvis' Customer loyalty program. The CSP represents the Customer internally within Savvis, and will work with Customer to maximize Customer's use of Services, including quote timescales, service delivery and incident management.
CRM 7	Answering contractual queries.
CRM 8	Update Customer on forthcoming events & changes at Savvis, such as technology refresh, product updates, SavvisStation enhancements, holiday cover, etc.
CRM 9	A 60 minute introductory training session is included for every new Customer as a part of the package when purchasing Savvis Service Management.
INP - Incident /	Problem Management
INP 1	Incident and problem volume trending per month, highlighting areas for improvement to reduce incidents. Proactively review open incidents and problems on a bi-weekly basis. Basic package includes availability of data via SavvisStation.
INP 2	Active escalation management for major incidents such as extended outages is provided by the Savvis Operations Center (Operations Center Shift Managers outside of normal working hours) and/or CSPs. Packages for Standard CSP Support onwards provide 24 hour coverage by the Operations Center, with support from the CSP during normal business hours.
INP 3	Coordinating internal meeting(s) following a major incident or problem to obtain root cause and provide Customer Root Cause Analysis report within 72 hours. This includes tracking open corrective actions until closure and reporting to the Customer on regular basis. Basic package includes the supply of Reason For Outage (RFO's) by the Service Desk via the
	SavvisStation Portal.
INP 4 CHG - Change M	SavvisStation Portal. Savvis Automated Service Procedures are Customer specific actions that will be followed during an event or trap from our monitoring system. These enable Savvis and Customer to establish repeatable processes that will enhance the consistency and execution of responses to specific events.

Key	Description
CHG 1	Provide guidance to the Customer through the process to introduce scripted changes for repetitive change requests into the Savvis Operations Center enabling the Savvis Engineers to implement this after approval at the Savvis Change Advisory Board.
CHG 2	Clarify Customer requirements, align resources to perform the change, technically check feasibility to implement, obtain commercial authorization from Customer, work with Technical teams within Savvis to develop implementation and back out plans, confirm the Change is represented at the Change Advisory Board (CAB) for approval, coordinate implementation, update the Customer. Should the CAB reject the change, work with the Customer and Savvis Technical teams to resolve the rejection.
CHG 3	Clarify the Customer requirements and reason for urgency, work with internal Savvis teams to have the request planned and resourced. Emergency changes will bear additional charges as per the Agreement.
CHG 4	Identified risks of the Change are communicated to Customer with suggestions, providing guidance on how to schedule the work with Savvis in an effort to complete implementations within Customer's milestones. Full risk assessment documentation is provided with the Select Tier and above.
CHG 5	Provide details of emergency or standard DCMW work and potential impact to Customer's service in advance and answers Customer queries. Such changes are implemented for either resolving operational issues, or Savvis Infrastructure refresh or providing additional Infrastructure capacity.
CHG 6	Major changes may benefit from CSP involvement to oversee the project and add value by providing high level update communications to the Customer. Implementation plans and project plans may be provided to complete changes within agreed timelines and with minimal disruptions. These are developed with assistance from project management and various technical engineers and documented for effective execution of changes. This also facilitates approval at the CAB and provides level of assurance to Customer. Such plans are communicated to Customer and queries answered. This work would be chargeable under the Change process.
CHG 7	All open change cases are reviewed and followed up on a bi-weekly basis.
REL - Release M	anagement (Install & Decommissioning)
REL1	Working alongside the Savvis Project Management team, the CSP will oversee all new Integration(s) to assist in meeting Customer requirements and add value by co-coordinating regular update communications to the Customer. In addition to this, Savvis can provide resources to assist with planning and overseeing a decommissioning if required, working with the Savvis Service Delivery and Billing teams and Savvis Operations Center to implement Customer's exit plan.
REL 2	Oversee the Savvis Project Management function to manage communication of service handover documentation, providing details of the services integrated by Savvis, such as Server specs, OS, patch levels, applications installed, disc partitions, IP details, User private access path, etc.
REL 3	Provide Customer with the Savvis Customer Information Guide and Handbook that outlines Savvis processes, functions and facility access details, which will assist in answering queries that a new Savvis Customer may have. The development of a bespoke Customer operations manual ('run book') or resource library can be provided by the TSE.

Key	Description
REL 4	Provide an overview of the Savvis service delivery function and support processes to the Customer in an effort to provide an effective partnership and smooth operational service. Educate the internal Savvis organization, providing information about the Customer's business applications and technical solution, building Customer intimacy to improve support.

Key	Description
CFG - Configura	tion Management
CFG 1	Annual review of Customer firewall rules as a proactive audit.
CFG 2	High level review of Customer infrastructure at Savvis at regular Service Reviews.
CFG 3	Quarterly review of infrastructure monitoring thresholds to facilitate efficient response to proactive alerts.
CFG 4	Coordinate the production and distribution of an updated Customer configuration document (PowerPoint or Visio) following major changes, supplying a copy to the Customer.
CFG 5	Customer can review and update their authorized contact list via the SavvisStation Portal. CSP will conduct a proactive audit on an annual basis and update the portal on the Customer's behalf.
SLM - Service Le	evel Management
SLM 1	Preparing and delivering regular Service Reviews (either in person or via conference calls). This includes Case volume trending, major incident review, service improvement, proactive recommendations, project updates, SLA reporting, monthly fees tracking, Savvis roadmap, intro to new or enhanced Savvis services and Customer roadmap. On-Site visit limitations are detailed at the end of this document.
SLM 2	Track and report on SLA attainment. Follow-up on corrective action plans where SLAs are not met to prevent repetitions. Additional ad hoc reporting may be required by Customer to review an aspect of their service.
SLM 3	Executive reviews are targeted to aid each company in understanding each other's future business direction to proactively provide information that may be useful in future product and service releases and Customer's future business needs.
SLM 4	The CSP is actively involved in account strategy planning, incident and problem management and the Savvis Customer loyalty program. A Service Development Plan (SDP) is maintained to improve Customer satisfaction and implement desired service improvements and service developments. Multiple inputs are taken to the SDP, including Customer surveys, service review feedback and actions arising from incident reports (RCAs). Progress updates are provided to the Customer on regular basis.
AVM - Availabil	ity Management
AVM 1	Proactively identify any weaknesses within the infrastructure design or process execution of the services and make recommendations for resolution.
AVM 2	Track and report Savvis provided availability with respect to SLA through the year, downtime causes & corrective action plans at regular service reviews.

Key	Description
AVM 3	For complex infrastructures, further analysis & communication on how the planned Savvis Data Center maintenance work will impact Customer service is available.

Key	Description
FIN - Finance	
FIN 1	Work with billing production team to proactively check CMDB data in an effort to provide correct monthly billing. Advance reporting and financial planning is available via Savvis Professional Services for an additional charge.
FIN 2	Process due Service Credits internally for authorization and confirm Customer receives credit
FIN 3	Resolve any billing queries that Customer may have.
PM - Performan	ce Management
PM 1	Savvis' Customer portal, the SavvisStation Portal, provides infrastructure utilization data and trending for Customer to manage their own capacity and scale up plans to meet its business requirements. The CSP will review key service items regarding capacity utilization at the regular service reviews, highlighting areas for Customer to review (upgrade/downgrade) their service commitment with Savvis, such as Internet bandwidth usage or high CPU utilization for a particular server. In depth capacity management and planning services are available from Savvis' Professional Services team as part of the Client Technology Advisor Service upon request. This Service provides predictive analysis of the impact of changes on current infrastructure and future design.

Client Technology Advisor (CTA)

CTA tasks provided with the Services are set forth below and are limited to the hours per month purchased by Customer within the Service package. Additional hours will be charged to Customer. Infrastructure Changes are charged to Customer separately.

Key	Description
TEC	Technical Leadership
TEC 1	Technical advocate at Savvis
TEC 2	Understand Customer's technical environment and business drivers
TEC 3	Representation at technical forums
TEC 4	Proactive recommendations for service optimization and enhancement
TEC 5	Product Updates
TEC 6	Participate in Customer tours of Savvis Data Centers
TEC 7	Technical overview for new Customer contacts
INP	Incident / Problem Management
INP 1	Incident and problem trending and reporting

SSG - Global Service Management Package

Key	Description
INP 2	Technical Escalation management (via Savvis Operations Center)
INP 3	Conduct Technical Root Cause Analysis, Provide RCA Report and follow up. Provide recommendations for reoccurrence and mitigation.
CHG	Change Management
CHG 1	Assist with introduction of Customer-written scripts for standard changes
CHG 2	Management of non-standard Change Requests
CHG 3	Management of Emergency Change Requests
CHG 4	Technical Risk management for Change Requests
CHG 5	Proactively evaluate technical impact with regard to Savvis maintenance
CHG 6	Development technical strategy for changes within Customer's environment
CHG 7	Technical review of change cases
REL	Release Management (Install and Decommissioning)
REL 1	Overseeing technical management for new and major Service Integrations
REL 2	Supply Customer technical handover documentation
REL 3	Provide Customer with Savvis Handbook
REL 4	Establish service interfaces
CFG	Configuration Management
CFG 1	Technical review of Customer firewall rules
CFG 2	Review Customer Infrastructure at technical workshops
CFG 3	Advise on continuous improvement of technical monitoring options and changes
CFG 4	Coordinate Customer configuration documentation
REP	Reporting and Service Improvement
REP 1	Technical Reports and Documentation
REP 2	Participate in Service Reviews
REP 3	Technical review of Service uptime and provide recommendations for continuous improvement
REP 4	Deliver SDP actions (Service Development Plan)
REP 5	Performance reporting

Description of CTA Task and Activities

Key	Description
Working Hours	Service Management is available 9am to 5pm (local time) during business days. The Savvis Operations Center is available on a 24/7 basis to support incident escalations. The Service Management organization will support major events with significant business impact outside of normal business hours.
СТА	Client Technology Advisor
Resource days included in the package	Amount of Savvis resource (maximum hours per month), which is pre-paid within the agreed Service Management Tier.
TEC - Technical Leadership	

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Key	Description	
TEC 1	The CTA is familiar with the Customer's technical solution, business applications and future IT strategy in order to maximize the effectiveness and value of services provided by Savvis. CTA provides a technical point of reference for the Customer solution internally at Savvis, responsible for thought leadership and knowledge transfer, working to maximize Customer's use of Service.	
TEC 2	Understand a Customer's current technical environment, business applications, future IT strategy and requirements. If required, this can be extended to a detailed understanding of the Customer's solution in order to maintain a library of the Customer's applications, hardware and software and to map their applications, hardware and software to Savvis' product capabilities (business application mapping).	
TEC 3	The CTA will become embedded in the Customer's technical design and feasibility process. They provide an extension of the Customer's technical team, representing the Customer to Savvis and Savvis to the Customer. Attendance at Customer technical forums to provide input into strategy and requirements specification. Take the lead in Customer solution development workshops.	
TEC 4	Engage with Savvis Sales and Solutions Engineering, coordinating Savvis technical resources to make proactive recommendations to Customer for service optimization and enhancement. Lead technical workshops and meetings. Demonstrate added value by continually exploring cost saving initiatives for the Customer. Identify efficiencies, such as server consolidation, reduction of storage and backup, along with opportunities for automation (helping Customers to do more with less).	
TEC 5	The CTA will work with Savvis Sales and Solutions Engineering to provide the Customer with information on the Savvis product roadmap and review/propose new products and enhancement(s) which have been launched by Savvis.	
TEC 6	The CTA will accompany Customer during site visits for Customer personnel or their own Customers, providing information and answering questions relating to the solution and service provided.	
TEC 7	The CTA will assist with introducing new Customer contacts to Savvis by providing an overview of the technical solution and services provided by Savvis. They will make introductions to relevant Savvis teams and may also provide SavvisStation training if required. If required, the CTA can work with a Customer's partner to assist with solution design, implementation or support, activities which fall outside of normal service management. For example, additional support may be required in managing a Customer's telecommunications provider who has to attend a Savvis Data Center to implement a service for the Customer.	
-	INP - Incident / Problem Management	
INP 1	Incident and problem volume reporting for inclusion in monthly service review reports. Identify and investigate trends, highlighting areas for improvement to reduce incidents and making proactive recommendations to improve service.	
INP 2	Active involvement in escalation, providing technical input during major incidents such as extended outages. 24 hour escalation management is provided by the Savvis Operations Center (Operations Center Shift Managers outside of normal working hours) with additional support from the Service Team (CSPs and CTAs) during normal business hours.	

Key	Description
INP 3	Coordinating internal meetings following a major incident or problem to obtain root cause and provide Customer a Root Cause Analysis report within 72 hours. This includes tracking open corrective actions until closure and reporting to the Customer on regular basis.

Key	Description
CHG - Change M	anagement
CHG 1	Work with the CSP to provide guidance to the Customer through the process to introduce scripted changes for repetitive change requests into the Savvis Operations Center enabling the Savvis Engineers to implement this after approval at the Savvis Change Advisory Board.
CHG 2	Work with the CSP to clarify Customer requirements, align resources to perform the change, technically check feasibility to implement, obtain commercial authorization from Customer, work with Technical teams within Savvis to develop implementation and back out plans, confirm the Change is represented at the Change Advisory Board (CAB) for approval, coordinate implementation, update the Customer. Should the CAB reject the change, then work with Customer and Savvis Technical teams to resolve the rejection.
CHG 3	Work with the CSP to clarify Customer requirements and reason for urgency, work with internal Savvis teams to have the request planned and resourced. Emergency changes will bear additional charges as per the Agreement.
CHG 4	For Customer changes, the CTA will provide additional analysis and communication on how this will impact the Customer. The CTA will conduct high level impact assessments on Customer infrastructure for changes and create testing and backout plans if required. Full risk assessment documentation can be made available by the CTA if required.
CHG 5	Work with the CSP to provide details of emergency or standard DCMW work and potential impact to Customer service in advance and answers Customer queries. Such changes are implemented for either resolving operational issues, or Savvis infrastructure refresh or to provide additional Infrastructure capacity.
CHG 6	Major changes benefit from CTA involvement to oversee the project and add value by providing high level update communications to the Customer. Implementation plans and project plans may be provided to complete changes within agreed timelines and with minimal disruptions. These are developed with assistance from project management and various technical engineers and documented for effective execution of changes. This also facilitates approval at the CAB and provides level of assurance to Customer. Such plans are communicated to Customer and queries answered. This work would be chargeable under the Change process.
CHG 7	All open change cases are reviewed and followed up on a bi-weekly basis.
REL - Release Management (Install and Decommissioning)	

Key	Description
REL 1	Working alongside the Savvis Project Management team, the CTA will oversee installations to help meet Customer expectations and technical requirements are met and add value by coordinating regular update communications to the Customer. In addition to this, Savvis can provide resources to assist with planning and overseeing a decommissioning if required, working with the Savvis Service Delivery and Billing teams and Savvis Operations Center to implement a Customer's exit plan.
REL 2	Oversee the Savvis Project Management function to manage communication of service handover documentation, providing details of the services integrated by Savvis, such as Server specs, OS, patch levels, applications installed, disc partitions, IP details, User private access path, etc.
REL 3	Work with the CSP to provide Customer with the Savvis Customer Information Guide and Handbook that outlines Savvis processes, functions and contact details, which will assist in answering queries that a new Savvis Customer may have. Assist the TSE with the development of a bespoke Customer operations manual ('run book') or resource library.
REL 4	Provide an overview of the Savvis service delivery function and support processes to the Customer to provide for an effective relationship and smooth operational service. Educate the internal Savvis organization, providing information about the Customer's business applications and technical solution, building Customer intimacy to improve support.
CFG - Configura	tion Management
CFG 1	The CTA will conduct an annual review of Customer firewall rules as a proactive audit if required; application mapping can be used to interpret Customer requirements regarding firewall changes to facilitate the administration of the change via the standard Savvis process.
CFG 2	The CTA will coordinate a review of Customer infrastructure at Savvis at regular technical workshops and present findings at Service Reviews.
CFG 3	The CTA will lead a quarterly review of infrastructure monitoring thresholds to facilitate efficient response to proactive alerts.
CFG 4	Coordinate the production and distribution of updates to Customer configuration documentation (PowerPoint or Visio) following major changes, supplying a copy to the Customer.
REP - Reporting	and Service Improvement
REP 1	The CTA will create Customer facing technical documentation and coordinate the production and distribution of technical documentation from other Savvis teams. Additional ad hoc reporting may be required by Customer to review an aspect of their service. If not covered by the Service Order, these can be provided for additional charge by the Savvis Professional Services team.
REP 2	Assisting the CSP in preparing and delivering regular Service Reviews [either in person or via conference calls]. The CTA will contribute technical reports, such as statistics on server, storage and bandwidth utilization along with proactive recommendations to enhance the technical solution. On-Site visit limitations are detailed at the end of this document.
REP 3	Proactively identify any weaknesses within the infrastructure design or process execution of the services and make recommendations for resolution.

Key	Description
REP 4	The CTA and the CSP are actively involved in account strategy planning, incident and problem management and the Savvis Customer loyalty program. A Service Development Plan (SDP) is maintained to improve Customer satisfaction and implement desired service improvements and service developments. Inputs from multiple sources are taken to the SDP, including Customer surveys, service review feedback and actions arising from incident reports (RCAs). The CTA works alongside the CSP to confirm that progress updates are provided to the Customer on regular basis.
REP 5	Performance reporting on key items (Servers, networks (Internet / IIP / ATN), Storage and Utility Back-up) and recommendations. Savvis' Customer portal, the SavvisStation Portal, provides infrastructure utilization data and trending for Customers to manage capacity and scale up plans to meet their business requirements. The CTA will review key service items regarding capacity utilization and present their findings at the regular service reviews, making recommendations for the Customer to review (upgrade/downgrade) their service commitment with Savvis, such as Internet bandwidth usage, or high CPU utilization for a particular server. Where Application Performance Monitoring services are provided by Savvis, the CTA will use these tools to provide advance troubleshooting and performance reporting. In depth capacity management and planning services can be made available by agreement If required. This service provides predictive analysis of the impact of changes on current infrastructure and future design.

Technical Service Engineer (TSE)

TSE Task and Activities

TSE tasks provided with the Services are set forth below and are limited to the hours per month purchased by Customer within the Service package. Additional hours will be charged to Customer. Infrastructure Changes are charged to Customer separately.

Key	Description
TEC	Technical Leadership
TEC 1	Technical Engineer at Savvis
TEC 2	Understand Customer's technical environment and can implement changes
TEC 3	Representation at technical forums
TEC 4	Proactive recommendations for service optimization and enhancement
INP	Incident / Problem Management
INP 1	Incident escalation
INP 2	Escalation / Crisis management
INP 3	Technical Root Cause Analysis, hands on review of log files and applicable information
CHG	Change Management
CHG 1	Technical approval of all Customer changes
CHG 2	Create scripts for standard changes

SSG - Global Service Management Package

Key	Description
CHG 3	Implementation of non-standard Change Requests
CHG 4	Implementation of Emergency Change Requests
CHG 5	Create Method Of Procedure (MOP) for change requests
CFG	Configuration Management
CFG 1	Review Firewall policy changes for technical impact
CFG 2	Review Customer Infrastructure at technical workshops
CFG 3	Implement monitoring changes as recommended / required
CFG 4	Author Customer configuration documentation

Descriptions

Key	Description		
Working Hours	Service Management is available 9am to 5pm (local time) during business days. The Savvis Operations Center is available on a 24/7 basis to support incident escalations. The Service Management organization will support major events with significant business impact outside of normal business hours.		
Resource days included in the package	Amount of Savvis resource (maximum hours per month), which is pre-paid within the agreed Service Management Tier.		
TEC - Technical	Leadership		
TEC 1	The TSE is a "hands on" resource that has the ability to configure and change components in the environment. TSEs will have a broad array of technical abilities, but are typically specialized to specific technologies, (i.e. Windows, Unix, Network)		
TEC 2	Understand a Customer's current technical environment, business applications, able to make approved changes to the environment, and configure operating system variables, software and middleware. They act as a hands on technical resource assigned to the Customer for the purposes of configuration changes.		
TEC 3	The TSE will become embedded in the Customer's technical design and feasibility process. They provide an extension of the Customer's technical team, representing the Customer to Savvis and Savvis to the Customer. Attendance at Customer technical forums to provide input into requirements specification.		
TEC 4	Engage with Sales, Solutions Engineering, coordinating Savvis technical resources to make proactive recommendations to Customer for service optimization and enhancement. Lead technical workshops and meetings. Demonstrate added value by continually exploring cost saving initiatives for the Customer. Identify efficiencies, such as server consolidation, reduction of storage and backup, along with opportunities for automation (helping Customer to do more with less).		
INP - Incident /	INP - Incident / Problem Management		
INP 1	Technical resolution of incidents that are complex in nature and have the potential for critical business impact. Receive escalations from shared resources. Assist the shared teams in supporting the Customer's environment.		

Key	Description
INP 2	Crisis management and coordination of severe events impacting the business. Coordination of appropriate Savvis resources. Launching and driving a Crisis call driving all resources to resolution.
INP 3	Provide initial summary at conclusion of crisis call. Obtain technical details as to root cause of failure, engaging vendors as required. Provide technical details as to actual failure.
CHG - Change M	anagement
CHG 1	Plan and approve changes for technical feasibility. Confirm Method Of Procedure (MOP) from several groups is complete and integrated into a single MOP.
CHG 2	Scripting changes to existing Customer scripts.
CHG 3	The TSE is available to implement non-standard Change Requests when required.
CHG 4	Administration of emergency Change Requests.
CHG 5	Plan changes and write Method Of Procedure (MOP) for all changes to Customer environment. Manage changes so that they are appropriately planned and all files are staged on servers. Organize all teams involved in an effort to promote a successful change.
CFG - Configura	tion Management
CFG 1	Review firewall changes and work with the firewall teams to confirm changes will not impact Customer applications. Make recommendations to minimize security vulnerabilities.
CFG 2	Review build documentation with Customer at regular intervals to confirm it is up to date. Include non Savvis responsible information in an effort to maintain a complete view of the environment.
CFG 3	Maintain monitoring of Customer servers. Enable all available monitoring and work to reduce false positives.
CFG 4	Develop and maintain Customer build documentation in a centralized location for use by the Savvis Operations Center.

Technical Operations Manager (TOM)

TOM Task and Activities

TOM tasks provided with the Services are set forth below and are limited to the hours per month purchased by Customer within the Service package. Additional hours will be charged to Customer. Infrastructure Changes are charged to Customer separately.

Key	Description
TEC	Technical Leadership
TEC 1	Technical operations lead overseeing the Customer environment
TEC 2	Understand Customer's technical environment and drive coordination of incident,
	request, change, and problem management activities within Savvis
TEC 3	Lead technical team meetings with Savvis operations

Key	Description
TEC 4	Analyze operational data used to develop proactive strategies and to provide
	recommendations for service optimization and enhancement.
INP	Incident / Problem Management
INP 1	Incident escalation point for operational services
INP 2	Savvis Crisis manager for Customer affected services
INP 3	Customer Specific technical Root Cause Analysis preparation
INP 4	Request and review problem records per Savvis defined process
INP 5	Identify and document customer specific crisis manager contacts
INP 6	Integrate Savvis operational processes with Customer specific processes
INP 7	Manage case priority within Savvis Operations Center
INP 8	Consult with Customer technical status of open issues/items as requested
CHG	Change Management
CHG 1	Customer approval of all Customer changes
CHG 2	Approve template creation for Savvis change activities
CHG 3	Setup change review call as agreed upon between Savvis and Customer
CHG 4	Assessment and scheduling of Emergency Changes
CHG 5	Validate Method Of Procedure (MOP) for proper level of change detail
CFG	Configuration Management
CFG 1	Participate in the review of Customer Infrastructure on behalf of Savvis operations at technical workshops.
CFG 2	Audit managed service monitoring and request changes with the Customer when required
CFG 3	Approve Customer configuration documentation for Savvis managed services
SLM	Service Level management
SLM 1	Attend quarterly service review on behalf of Savvis operations
SLM 2	Operational SLA/SLO monitoring & reporting
SLM 3	Drive the creation of Automated Service Procedures (ASP)
SLM 4	Maintain ongoing operational run book documentation

Descriptions

Key	Description
Working Hours	Service Management is available 9am to 5pm (local time) during business days. The Savvis Operations Center is available on a 24/7 basis to support incident escalations. The Service Management organization will support major events with significant business impact outside of normal business hours.
Resource days	Amount of Savvis resource (maximum hours per month), which is pre-paid
included in the	within the agreed Service Management Tier.
package	
TEC - Technical	Leadership
TEC 1	The TOM is a point of contact within Savvis who performs the lead role for operational resources.
TEC 2	Understand Customer's solution and manage the coordination of incident, request, change, and problem management activities.
TEC 3	The TOM will hold regular team meetings with Savvis operational resources to review the operational activities within the Customer environment.
TEC 4	Analyze and review operational data and make proactive recommendations when required to the Savvis technical team with Customer approval.
INP - Incident /	Problem Management
INP 1	Serve as the technical escalation for P1 cases and aid in gathering the appropriate technical resources to resolve the case.

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Key	Description
INP 2	Serve as the crisis manager which includes leading the Customer call on
	behalf of operations in the event of a P1 crisis. This includes coordinating
	the launch of the crisis call, gathering of all appropriate Savvis resources,
TNID O	and driving all resources to resolution.
INP 3	The TOM will work with the Savvis engineering resources to develop a
	formal root cause analysis (RCA) with corrective actions for incident
INP 4	prevention.
INP 4	Manage problem records to ensure engineering resources are continually engaged to resolve the issue within a timely manner to avoid future
	reoccurrence.
INP 5	Document Customer's point of contact(s) to ensure proper communication
INP 3	in the event of a crisis.
INP 6	Collaborate with Customer's operational team to integrate Customer's
INP 0	specific operational processes into Savvis' operational processes.
INP 7	Act as the Customer's operational advocate to help set and/or reset proper
INF /	case priority to help meet the needs of Customer's business.
INP 8	The TOM will perform regular operational case review meetings as agreed
INF O	upon between Savvis and Customer. This effort aids in driving case
	resolution and visibility into outstanding operational items.
CHG - Change M	
CHG 1	Work with Customer's operational team to document proper customer
CHO I	contacts for change notification and approval. Join Customer's CAB call on
	behalf of Savvis and approve Savvis changes on behalf of the customer.
CHG 2	Work with the technical teams to identify and create change templates.
0.10 2	Communicate to Customer how to leverage the change templates for
	Customer specific changes.
CHG 3	Setup a change review call with Customer at an agreed upon time between
00	Savvis and Customer to review all Savvis managed service changes.
CHG 4	Responsible for scheduling and coordination of Savvis engineering
	resources in the event of an emergency change.
CHG 5	Oversee the technical teams and review changes for technical feasibility,
	risk mitigation, and ensure a complete Method Of Procedure (MOP) has the
	proper steps to facilitate a change.
CFG - Configura	tion Management
CFG 1	Participate in technical meetings regarding Customer's infrastructure and
	provide operational guidance for the managed services.
CFG 3	Continually review and maintain the proper monitoring of Customer Savvis
	managed servers. Analyze incident trap data to help aid in the reduction
	false positives and repeat issues.
CFG 4	Work with the engineering teams to develop and maintain Customer build
	and solution documentation. Create a space within the Savvis document
	repository to allow for use by the Savvis Operations Center.
SLM - Service L	evel Management
SLM 1	Participate in the quarterly service reviews with the Savvis account team
	(including the CSP) to review the current operational state of the services
	provided by Savvis.
SLM 2	Manage and drive adherence to Savvis SLOs for case management and
	ensure that proper case management is being followed by Savvis
	operations.
SLM 3	Work with Engineering teams and Customer to create and document
	Automated Service Procedures (ASPs). Enforce ASPs usage within Savvis
	operations to aid in lower mean time to resolution for incident monitoring
	traps.
SLM 4	Maintain and approve technical run book documentation within the internal
	Savvis document repository for consumption by all operational staff.

Roles and Responsibilities - Savvis SERVICE MANAGEMENT

The following RASIC table defines Savvis' roles and responsibilities in providing the Service, as well as Customer responsibilities. Task owners include the Client Service Partner (CSP), Client Technology Advisor (CTA), Technical Service Engineer (TSE), Technical Operations Manager (TOM), and Client.

Key	Term	Description
R	Responsible	Primary responsibility and ownership for completing the defined task(s)
Α	Approving	Responsibility for reviewing and approving the defined task(s) quality and completeness.
S	Supporting	Secondary responsibility, which includes the contribution of skill, resources and/or tools for completing the defined task(s).
I	Informed	Stakeholders who must be informed about the progress of the defined task(s).
С	Consulted	Responsibility to provide assistance in providing design and/or quality review criteria for the defined task(s).

SERVICE LIFECYCLE						
Ordering Services						
Task	Client	CSP	CTA	TSE	TOM	
Receive request for services on an existing account of service augmentation or minor services	S	R	I		I	
Confirm Design of service augmentation or minor services	A		R	С	С	
Create contract package of service augmentation or minor services.	I	S				
Perform Feasibility Review of service augmentation or minor services. R is provided by your Solution Engineer	A		S	С	С	
Present Order to Customer of service augmentation or minor services.	S	S	S		I	
Create Technical Documents (HTOF/HIW/Etc.).	S		S	С	С	
Manage Quote Activities / Escalation Issues.	I	R			I	
Implementat	ions					
Task	Client	CSP	СТА	TSE	TOM	
Handover environment to Customer (burn-in phase)	Α	I	I	I	I	
Escalation awareness of implementation delays/issues from customer to management	I	R	I		I	
New Customer On		J				
Task	Client	CSP	СТА	TSE	ТОМ	
Savvis lifecycle processes introduction / overview	I	R				
SavvisStation Portal introduction / overview	I	R				
Verify portal accuracy and representation	Α	R				
Client Loyalty (Survey) overview	S	R				
Contact Review in portal (confirm executive and Site Main Contacts)	Α	R				

SSG - Global Service Management Package

Change Management overview (Infrastructure maintenance, Patching, VMAC, EVMAC, LB, Firewall)	I	S			R
Operations Center overview (priority level/escalation	I	•			
matrix, structure)	1	S			R
Support Procedure creation	С	S			R
Online Welcome Website review (microsite in portal)	I	R			
Documentation for hand-off to steady state	Α	I	R	S	S
Maintain ongoing operational documentation	Α	I	S	S	R
Billing					
Task	Client	CSP	СТА	TSE	ТОМ
Initiate billing - CAF tracking	I	R			
Verify AIP/SIP all posted with Start Bill Date	I	R			
Customer Billing and Invoice Review	_	R			
- Includes internal first invoice audit and review	I	1			
- Resolve inaccurate invoice issues	-				
- Manage customer credit requests					
Move services between accounts, site name changes,	I	R			I
and addition of support information to custom invoices Provide invoices, credit/debit memo copies to		R			
Customer; Review and explain invoices and memos	I	K			
with Customer as needed					
Production Su	pport				
Task	Client	CSP	СТА	TSE	TOM
Coordinate all technical resources in support of the					_
delivery of Savvis Services					R
Work with appropriate functional / Resource manager		S			R
to ensure proper service levels are achieved					
Identify and communicate opportunities for process	I	С	S	S	R
improvements in support of Customer's environment Identify opportunities for environment design and					
architecture enhancements	S	I	R	S	S
P1 Incident / Crisis Manag	ement (l	reak-fi	x)		
Task	Client	CSP	СТА	TSE	ТОМ
Internal/external notification	I	S			R
Escalation point for incident tickets	I	S		I	R
Ongoing customer communication	I	S		С	R
Aid in troubleshooting	S		С	R	С
Work with Operations Center to prioritize case		С		I	В
management)		1	R
Ensure cases are being handled by following case					R
management standards					
Maintain and manage monitoring of all environment devices and review for efficiency opportunities	Α	I		S	R
Manage process integration with Customer and their		С			
partners providing operational support (e.g. Customer's	S	·		I	R
Help Desk)					
Incident Trending	I	I		I	R
Incident Analysis at the request of the client (RCA)	I	I	С	R	S
Customer Process Automation					
Identifying where we can automate		I	S	R	R

Technical documentation			S	R	Α
Implementation & validation				R	A
24 x 7 Consultative support to Savvis Operations				R	A
Crisis Management					
Ensure implementation of crisis management		6			В
procedure per GOCS policy		S			R
24/7 crisis management and point of escalation for production impacting incidents.		S		S	R
for production impacting incidents Identify and engage Savvis engineers to					
troubleshoot and resolve an impacting incident				S	R
Provide status to the customer throughout the		R			S
event until it is resolvedEnsure internal operations notifications are sent					
Ensure internal operations notifications are sent per GOCS policy		S			R
Incident Report					·
Single Client IR creation		S		S	R
Multi-Client IR request		R		S	S
Root Cause - Analysis and remediation					
Manage the required remediation steps and				s	R
action plan within agreed upon time periods				3	K
Implement required remediation steps and				R	S
action plan within agreed upon time periods Consult with customer to provide technical status of					_
open issues/items as requested.				S	R
CHANGE MANAG					
Savvis Infrastructure					
Task Savvis Infrastr	ucture Client	CSP	СТА	TSE	ТОМ
		CSP R	CTA S	TSE	TOM
Task				TSE	
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change		R		TSE	S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor		R R R	S	TSE	S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact		R R R		TSE	S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change		R R R	S	TSE	S S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact		R R R R	S	TSE	S S S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities	Client	R R R	S	TSE	S S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications	Client	R R R R	S	TSE	S S S
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Characterists	Client	R R R R R	S		S S S I
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Charack Educate customer on change process	Client	R R R R R	S	TSE	S S S I
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Charack Educate customer on change process Obtain Savvis Approval / Verify resource availability	Client	R R R R R	S	TSE S S	S S S I TOM S R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Charack Educate customer on change process	Client	R R R R R	S	TSE	S S S S I
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Chatalacter Customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for	Client	R R R R R	S	TSE S S	S S S I TOM S R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Chatask Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission)	Client ange Client I R	R R R R R CSP R	S S CTA	TSE S S S	S S S I TOM S R R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Chatask Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission) Creation of change activity template	Client ange Client I R C	R R R R R S I	S S CTA C C	TSE S S S	S S S I TOM S R R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Charack Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission) Creation of change activity template Attend Customer Change Advisory Board meetings on	Client ange Client I R	R R R R R CSP R	S S CTA	TSE S S S	S S S I TOM S R R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Charack Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission) Creation of change activity template	Client ange Client I R C S	R R R R R R I CSP R S	S S CTA C C	TSE S S S	S S S I TOM S R R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Change for special notifications Customer Change Task Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission) Creation of change activity template Attend Customer Change Advisory Board meetings on behalf of Savvis	Client ange Client I R C S	R R R R R R I CSP R S	S S CTA C C	TSE S S S	S S S I TOM S R R
Task Review of all maintenance in region Attend CM review calls Provide portal training to review upcoming change activities and activity monitor Communicate to Customers potential change impact Alert CM team of Customer concerns regarding change activities Arrange for special notifications Customer Chata Task Educate customer on change process Obtain Savvis Approval / Verify resource availability Communicate status of change request lifecycle (Open Approved Completed Failed) Submit request for change (Client responsible for request submission) Creation of change activity template Attend Customer Change Advisory Board meetings on behalf of Savvis Problem Management (Client ange Client I R C S Technical	R R R R R R I CSP R S I CCSSues)	S S CTA C C C S	TSE S S S R I	S S S I TOM S R R A

SSG - Global Service Management Package

Problem record creation	I	I	С	R	S
Problem record action plan creation/Change	Α	I	I	R	s
Management - Customer initiated Problem record root cause analysis & documentation -	_	Α	С		
Customer initiated	I			R	S
Problem record workaround identification - Customer initiated	A	I	I	R	S
Problem record closure – including communication with	I	I	I	R	Α
Customer LIFECYCLE ACCOUNT N	MANAGEN	MENT			
Task	Client	CSP	СТА	TSE	TOM
Service Management Introduction	S	R	I	I	I
Relationship management	S	R	-		-
	_	K			
Support Customer technical architecture (Design)	S		R	S	I
Support Customer technical architecture (implementation AND management)	S		S	R	С
Understand Customer business	S	R	S	S	S
Ensure Savvis' existing solution meets customer requirements	A	S	R	С	С
Drive value for cost (solution optimization)	Α	S	R	С	С
Business issue escalation	Α	S	R	С	С
Schedule & lead Customer Service Reviews (QBR, QSR)	I	R	S	С	S
Schedule & lead weekly / monthly tactical (account/service) meetings	S	R	S	S	S
Schedule & lead weekly / monthly operational (delivery and management) status meetings	S	S	S	S	R
Create & drive customer Service Alignment Plan	Α	R	С	С	S
Customer Run Book:					
- Overall coordination	I		S	S	R
- Technical Run Book components creation, ownership and ongoing maintenance.	С	I	С	R	Α
- Operations Run Book components creation,	С	I		S	R
ownership and ongoing maintenance Business Runbook components creation,	S	R	I		I
ownership and ongoing maintenance. Contact management (validation & updates)	A	R			
	A				
Proactive notification to customer of impending billable overage situation	I	R			S
Contract SLA metric trending & reporting	I	R			S
Service uptime & availability reporting	I	R			S
Custom report ownership	I	R			S
Manage and coordinate renewals for Savvis procured software licenses		R	С		S
Customer capacity, quality, and risk management:					
- Quality of Savvis Service	Α	R			S
- Capacity	I	С	R	S	С
- Risk management		S	R	S	S
Customer environment audits (order vs. CMDB vs.	I	R	S	S	С

SSG - Global Service Management Package

physical)						
Provide operational data analysis	I	I	I	S	R	
Organize and support customer physical tours of the Savvis data center locations where customer has hosted operations	S	R				
Provide Savvis Service Guide ("SSG") change notification	I	R			I	
Provide Acceptable Use Policy ("AUP") change notification	I	R			I	
Customer Loyalt	Customer Loyalty (NPS)					
Task	Client	CSP	СТА	TSE	ТОМ	
Task Educate Customer about NPS surveys and 360 CLP	Client	CSP R	СТА	TSE	ТОМ	
	I A		СТА	TSE	ТОМ	
Educate Customer about NPS surveys and 360 CLP Gain agreement from Customer contacts to participate	I	R	СТА	TSE	ТОМ	
Educate Customer about NPS surveys and 360 CLP Gain agreement from Customer contacts to participate in survey Submit / validate / update Customer contacts per	I A	R R	СТА	TSE	ТОМ	

The **Security Account Manager** (SAM) provides consulting, advisory and operational services that acts as an overlay to the Savvis managed security services and works with the Customer across a wide variety of security functions to advise, analyze, resolve issues, incidents and provide guidance across a gamut of various Savvis provided security solutions and technologies: Network Intrusion Detection System, Log Management, Threat Management, Web Application Firewalls, Network Firewalls, Integrity Management, Change Management, Patching and Hardening analysis and Security governance functions.

Some of the common SAM related functions are:

- Review and advise on security related aspects on Customer IT infrastructure hosted in the Security premises
- Proactively review, analyze, scan and remediate the environment against any new or potential security threats and vulnerabilities
- Develop and maintain security profiles, policies and procedures as pertinent to the Savvis hosted infrastructure
- Recommend new technologies/processes in the Customer's environment to improve the security of infrastructure and applications based upon current trends and industry standards
- React to any unauthorized intrusions and provide forensic analysis as needed
- Customize Savvis technical security controls and configurations to reflect Customer's customized requirements and needs
- Review and approve technical security controls, other than those made by Savvis, prior to implementation
- Work in conjunction with, but independently from, the technical and project management teams and the Architect in evaluating all proposed changes to the hosted infrastructure

The SAM resource is available in two options: 80 and 160 hour per month packages.

Customer must have the one of the following Service Management tiers in order to add the SAM resource: Standard, Select, Advanced or Elite. Multiple packages can be applied to any account.

80 Hour SAM

Scoping assumptions and boundaries:

- Supports one (1) Customer business unit
- Up to eighty (80) physical hosts, virtual hosts, and network devices of all types combined may be present in the supported client environment
- Up to three firewalls (redundant pairs count as one) may be present in the supported Customer environment
- Up to fifteen (15) change requests per month
- Up to one (1) WAF per month will be reviewed and analyzed
- Up to one (1) Log Management System per month will be reviewed and analyzed (The LMS review is confined to health and performance of the LMS solution)
- Up to one (1) DDOS mitigation implementation will be reviewed
- Up to ten (10) hosts with Content Integrity Monitoring (IMS or CIMS) will be reviewed per month

IT Governance and Advisory Services:

- Serves as a point of contact for Savvis and Customer's related security incidents
- Works with Savvis managed service teams to compile and deliver environmental information as a result of related security breach to Customer's Savvis hosted environment
- Interface with Customer's internal staff to support Customer's IT security audit requests related to Savvis-managed infrastructure
- Participates and leads monthly Security related meetings with Customer in relation to the scope of security services requested

Change Review Services:

- Reviews change requests for managed IT Security Platforms submitted for implementation
- Validate changes are received from an authorized source
- Validate change requests against the Customer guidelines and the current implementation architecture

Security Log Review Services

 Reviews and Analyzes Firewall, Web Application Firewall, Content Integrity Monitoring, IDS/IPS, DDOS, and Log Management (for LMS performance, not content) logs on an ongoing basis and provides weekly summary reports of capacity, utilization, and critical alerts and incidents

160 Hour SAM

Scoping Assumptions and Boundaries

- Supports up to three (3) Customer Business Units
- Supports up to two (2) monthly environment changes (changes in architecture, routing topology, or new project integrations)

SSG - Global Service Management Package

- Up to one hundred sixty (160) hosts, virtual hosts, and network devices of all types may be present in the supported Customer environment
- Up to four (4) firewalls (redundant pairs count as one) may be present in the supported Customer environment
- Up to twenty (20) network firewall change requests per month
- Scans and reports on vulnerabilities up to 250 IP addresses per month
- One (1) WAF will be reviewed per month
- One (1) Log Management System per month will be reviewed (The LMS review is confined to health and performance of the LMS solution, and excludes)
- One (1) DDOS mitigation implementation will be reviewed
- Up to fifty (50) hosts with Content Integrity Monitoring (IMS or CIMS) will be reviewed per month

IT Governance and Advisory Services:

- Participates in the change management process to highlight and, when possible, avoid IT security risks
- Work with Customer and Savvis managed Security service teams to monitor capacity of firewalls on a monthly basis and jointly determine an appropriate course of action, if necessary
- Review and advise on security operations changes requested by Customer and provide agreed to direction to Savvis managed services teams for the implementation of associated changes
- Serve as a point of contact for Savvis and Customer's related security incidents
- Work with Savvis managed service teams to compile and deliver environmental information as a result of related security breach to Customer's Savvis hosted environment
- Participates and leads monthly Security related meetings with Customer in relation to the scope of security services
- Interface with Customer's internal IT security and audit staff on information security issues related to Savvis-managed infrastructure
- Offer security architecture and design guidance for Savvis-managed IT infrastructure, incorporating Customer's technological and business requirements (e.g., network segmentation, host lockdown, etc.)
- Interface with the Customer's internal staff to support the Customer's IT security audit requests related to Savvis-managed infrastructure
- Maintain security documentation for processes specific to managed security and hosting services such as the Customer-specific security incident Runbook

Firewall Review Services:

- Review firewall requests submitted for implementation
- Validate firewall received from an authorized source
- Validate firewall request against the Customer guidelines and the current implementation architecture
- Coordinate with requestor to address discrepancies found during validation
- Verify that the firewall change request forms are completed, as per the changes suggested by the customer. This will include verifying the rules that will be implemented on the appropriate firewalls, verifying reasonable use of object-groups and minimizing the need for redundant rules
- Quarterly Review and suggest improvements to manageability of the rule set
- Review and verify the accuracy of the configured ACL

- Interface between the firewall team and the requestor as needed
- Produce a monthly report indicating the firewall changes performed

Monthly Vulnerability Scanning:

- Perform quarterly external and/or internal vulnerability scans, analyze results, and create reports using Savvis' Threat Management Service (TMS)
- Perform customized vulnerability scan reporting
- Recommend security patches that should be applied to Savvis-managed IT infrastructure based on vulnerabilities identified
- Perform scans on the affected servers to validate patches have been applied
- Review non-resolved vulnerabilities and provide a report on patching status
- Review missing patch report for the managed servers provided by Savvis managed hosting
- Review processes to collect patch information from the managed servers provided by Savvis managed hosting
- Participate in patch scheduling discussions between Savvis Managed Hosting and Customer

Change Review Services:

- Review change requests for managed IT Security Platforms submitted for implementation
- Validate changes are received from an authorized source
- Validate change requests against the Customer guidelines and the current implementation architecture

Security Log Review Services

 Reviews Firewall, Web Application Firewall, Content Integrity Monitoring, IDS/IPS, DDOS, and Log Management (for LMS performance, not content) logs on an ongoing basis and provides weekly summary reports of capacity, utilization, critical alerts and incidents, and changes

Roles and Responsibilities – Security Account Manager

Tasks/Activities	SAM	Savvis	Client
Security Program Review and Advisory Support			
Review Customer's compliance, governance, and risk management requirements	R	A	I
Security Governance Support			
Lead periodic security related meetings with Customer in relation to the scope of security services	R, A		
Review and advise security operations changes requested by the Customer and provide agreed to direction to Savvis managed services teams for the implementation of associated			
changes	R	A	C, I, D
Work with Savvis managed service teams to compile and deliver environmental information as a result of related			
security breach to the Customer's Savvis hosted environment	R	Α	C, I, D
Utilize the standard Savvis change management system for			
any changes within the Savvis environment	R	Α	C, I, D
Provide documentation of findings and recommendations on			
related security operational changes	R, A		C, I, D

Provide weekly/monthly status reports (as agreed to between Savvis and the Customer)	R, A		C, I, D
Maintain Security documentation			
Maintain security documentation for processes specific to managed security and hosting services purchased by Customer from Savvis, such as Customer-specific security incident Runbook	R, A		C, I, D
Audit and Compliance Support			
Provide ongoing support to auditors, assessors, and remediators for audit and compliance related purposes for the Savvis hosted environment	R	A, C, I	C, I, D
Review and advise on security requirements, practices and coordinate with 3rd parties as needed	R, A	С, І	C, I, D
Review Savvis questionnaires and answer customer queries around FFIEC, SSAE, PCI etc.	R	A, C, I	C, I, D
Security Policy Enforcement, Architecture and Design Guidance			
Review new projects or changes destined for the Savvis hosted environment for compliance with customer IT Security policies (including applicable compliance regimes), and			
documents mandated by customer, document exceptions	R, A		C, I, D
Help ensure exceptions are documented	R, A		C, I, D
Change Management Participation			
Review change requests based upon knowledge of how all the security elements in the environment work together, and reduces the likelihood of missed configurations and delayed deployments	R	A	C, I, D
Participate in Savvis and Customer's change management processes	R, A		C, I, D
Review change requests to ensure proper connectivity and rule generation within security device and services and highlight associated security or operational risks to the specific project and to the customer environment as a whole	R, A		C, I, D
Security Incident Response Analysis, Review and Advisory Support			
Work with the Customer and Savvis' managed service teams and third parties as needed to mutually define security incident escalation procedures; draft and maintain associated incident response plans	D		CID
incident response plans Review and report security incidents and provide Root Cause	R	Α	C, I, D
Analysis reports for incidents that have occurred Advise on responses to IT security incidents, assist with	R	Α	C, I, D
efficient communications and use of resources during IT security related incidents, and recommend technical and operational responses	R	A	C, I, D
Firewall Rule Base Audit and Advisory Support			
Validate firewall request against the Customer guidelines and the current implementation architecture. (Customer is responsible for creating the firewall rules in a Savvis defined			
template, and provide requirements to Savvis) Validate firewall requests are received from an authorized source from Customer	R	Α	C, I, D
Validate firewall requests for security and design compliance	R, A		C, I, D
validate illewall requests for security and design compliance	R, A		C, I, D

prior to implementation			
Verify rules that will be implemented on the appropriate firewalls, reasonable use of ACLs, object-groups and minimizing the need for redundant rules. Coordinate with			
requestor to address discrepancies found during validation	R, A		C, I, D
Interface between the Savvis managed firewall team and the Customer requestor as needed	R	Α	C, I, D
Coordinate with Savvis Managed Services teams and provide			C, 1, D
appropriate customer feedback during the complete firewall change implementation process	R	A	C, I, D
Work with Savvis managed services teams to schedule upgrades, patch application, and signature updates on Savvis			
standard firewall products.	R	Α	C, I, D
Coordinate and provide appropriate Customer feedback during the complete firewall change implementation process.	R, A		C, I, D
Provide firewall security architecture and design guidance for Savvis-managed IT infrastructure, incorporating Customer's technological and business requirements.	R, A		C, I, D
At the Customer's request, provide a monthly overview of firewall changes executed and address any implementation	I, A		3, 1, 2
concerns.	R, A		C, I, D
Log Management Advisory and Analysis Support			
Interface with customer to define and review custom alert			
rules and reporting to address specific security or compliance requirements.	R, A		C, I, D
Provide on-going support for custom alert rules and design reporting templates (as appropriate) based on Customer's			
needs.	R	A	C, I, D
Provide enhanced alert rule analysis based on correlating log logic data across systems in-scope.	R, A		C, I, D
Perform a monthly review (or appropriate) log activity reports, identifying trends and reporting potential issues to			
Customer.	R, A		C, I, D
Participate as part of the Savvis alert escalation path to help investigate potential security incidents.	R	Α	C, I, D
Meet with Customer to define and review custom alert rules			
and reporting to address specific security or compliance requirements.	R	A	C, I, D
On-going Web Application Firewall Review Services ('WAF') Reviews			3, 3, 5
Define the Web Application Firewall event policies and			
notifications as part of the implementation process of the			
services.	R, A		C, I, D
Provide additional application profiling support and application-specific tuning of WAF policies. This would be			
performed in an advisory capacity with the appropriate Savvis	В		CID
support teams implementing the requested adjustments. Work with Savvis Managed services teams to develop custom	R	Α	C, I, D
application rule configuration, whitelisting and/or blacklisting of IPs to address application and web services security			
incidents.	R	Α	C, I, D
Analyze alert rules, false positives while proactively keeping the various application teams informed on potential impact.	R, A		C, I, D
Develop custom application rule configuration to address application and web services security incidents.	R	A	C, I, D
application and web services security incluents.	N.	Α	C, I, D

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Provide weekly/monthly assessment report related to WAF incidents.	R, A		C, I, D
Provide documentation of findings and recommendations to address appropriate WAF issues.	R, A		C, I, D
On-going Network Intrusion Detection / Prevention	14/ 71		G/ =/ =
System Review Services ('NIDS/IPS') Reviews			
Work with the Savvis managed service teams and Customer's			
system teams and provide assistance for on-going NIDS/IPS			
policy tuning and support.	R	Α	C, I, D
Meet with system teams to configure custom alert rules to	_		
address specific security or compliance requirements.	R	Α	C, I, D
Provide in-depth alert analysis to minimize false positives,			
highlighting critical alerts and their potential impact to the	D A		CID
hosted environment. Participate in Savvis' NIDS/IPS alert escalation path to help	R, A		C, I, D
investigate potential security incidents.	R	A	C, I, D
Provide weekly/monthly summary of alerts, rules and overall	N .	<u> </u>	C, 1, D
status of the Service.	R, A		C, I, D
Provide documentation of findings and recommendations to	.y A		J, 2, 5
address appropriate NIDS/IPS issues.	R, A		C, I, D
Content Integrity Analysis and Advisory Services	,		
Design/facilitate a process to suppress or minimize			
alerts/reports from the Content (File) Integrity Monitoring			
service during periods when customer is performing planned			
changes.	R, A		C, I, D
Review reports and investigate if reported changes were	,		-, ,
associated with a Savvis initiated change to the operating			
system or specific managed application.	R, A		C, I, D
Mark planned maintenance/patch related activity as false			
positives.	R, A		C, I, D
DDoS Review Services ('DDoS') Reviews			
Conduct awareness training so that the customer's IT			
Security points of contact understand Savvis' DDOS incident			
response process.	R, A		C, I, D
Review Actual DDoS incidents for trending (targets, methods,			
frequency)	R, A		C, I, D
Access controls protection for the specific servers targeted by			
attacks.	R, A		C, I, D
Review mitigation grouping with customer to ensure good	D 4		CID
logical organization At client request, advise regarding mitigation enablement,	R, A		C, I, D
disablement.	R, A		C, I, D
Review and advise on security operations changes associated	Ny A		C, 1, D
with the DDOS service requested by Customer staff and			
provide agreed to direction to Savvis Managed Services			
teams for the implementation of associated changes.	R	Α	C, I, D
Network Vulnerability Scans and Penetration Testing			
Conduct network vulnerability scans and penetration testing			
as per defined schedules, using the Savvis TMS services	R, A		C, I, D
Prepare a report of findings to be delivered in PDF document			
format.	R, A		C, I, D
Executive Summary – a concise summary of the findings and			
associated recommendations targeted to a non-technical,			
executive audience. Emphasis in the executive summary will			
be business-focused, concentrate on actionable risk areas.	R, A		C, I, D

Technical Report – a detailed technical report with supporting appendices where applicable (for example, technical tool		
output) outlining all issues observed	R, A	C, I, D

The **Adaptive Help Desk** is a 24 x 7 x 365 global support team that performs tier 1, tier 2, and basic documented engineering tasks. The Adaptive Help Desk is designed to have deeper client intimacy due to the focused client base which then drives improved mean time to completion (Request) and resolution (Incident) times. The Adaptive Help Desk can also be leveraged for nonstandard support tasks and services as agreed upon between Savvis and the client to meet the complex needs of the solution.

Roles and Responsibilities – ADAPTIVE HELP DESK

The following table defines Savvis' roles and responsibilities in providing the Adaptive Help Desk. Every Adaptive Help Desk account must also include a Technical Operations Manager (TOM). Task owners include the Adaptive Help Desk (Savvis), Technical Operations Manager (TOM), and Customer.

Savvis Adaptive Help Desk				
IT HELP DESK (Level 1 Application Support)				
Task	Client	Savvis	TOM	
Define and maintain Help Desk process	С	S	R	
Perform analysis of Customer environment to identify the appropriate skill sets, training and experience needed by Help Desk staff	I	R	S	
Develop and maintain Help Desk triage steps as appropriate to improve performance and overall case management	S	R	I	
Document and maintain Customer provided supplier escalation contact list(s)	R	S		
Create and maintain authorized contact lists for Savvis engagement	R	S		
Manage and adapt to unique Customer SLAs as defined by contract	S	Α	I	
INCIDENT MANAGEMENT				
Define, implement and manage the Savvis incident management process	I	R		
Engage and escalate to appropriate engineering resources for incident resolution per Savvis escalation process	I	R		
Monitor incident progress during case life cycle	I	R	S	
Participate in P1 Incident/ crisis management calls when Savvis managed services are impacted	С	R	S	
Respond to alerts as defined by Savvis SLOs	I	R		
Perform Root Cause Analysis (RCA)	I	S	R	
PROBLEM MANAGEMENT				
Participate in the identification of reoccurring incidents in support of problem management	I	R	I	
Participate in the knowledge management for reported incidents and problems and their resolutions and workarounds	I	R		
Aid in identifying ASP/documentation gaps to allow for incident prevention	I	R	S	

SSG - Global Service Management Package

CHANGE MANAGEMENT			
Implement pre-approved/standard requests within the scope of the Adaptive Desk	I	R	
Create changes based on Customer submitted request cases	S	R	
Approve Changes with Customer (obtain Customer approval)	S	I	R
Notify of changes to or cancellation of request cases	R	I	
Monitoring the change progress during the VMAC execution	I	R	
Coordinate actions of contributing Savvis resource	I	R	
Identify and resolve Change Management related issues per the Savvis Change Management Process within the scope of the Adaptive Desk	s	R	I
Communicate resource availability for change request and inform of cancellation or rescheduling	S	R	
If change is completed by the Adaptive Desk, notify the appropriate parties that the change request has been closed and status of its disposition (success / fail)	I	R	
RELEASE MANAGEMENT			
Restart services hosted on managed server upon request	I	R	
Perform Customer code/content deployment per the agreed upon process and procedures release	S	R	
AVAILIBILITY MANAGEMENT			
Monitor alerts for service availability	I/C	R	
Monitor Savvis URL alerts for Site availability	I/C	R	
Validate alerts, send customer notifications and escalate incident to appropriate resources as defined by Savvis case management	I/C	R	

SavvisStation Web Portal

Service reports are viewable via SavvisStation, the web portal available at www.savvisstation.com

The SavvisStation link to the Service includes:

- Customizable high-level view of account activity
- System level base hours available per month
- Hours consumed, hours remaining in a given month
- Overages
- Completed tasks
- Reporting on tasks completed and hours used in previous months

Customers are equipped with the ability to create custom email notifications to alert in the event the Customer is trending toward an overage in hours for a given month.

Service Policies and Additional Requirements:

The Client Service Partner (CSP) should be considered a focal point of contact for the Customer.

Each Service tier provides access to unique personnel and a specific number of total support hours per month. For Customers in the Select, Advanced and Elite tiers (where a blend of resources are provided) the approximate designated hours per resource (CSP, CTA, TSE) are detailed below. Please note that these are intended to be general and may flex above the allotted amount per resource by up to 20 hours per month if needed. The Total Hours per service tier must remain. Example: The Advanced tier may use the CSP for 80 hours and the CTA for only 20 in a given month.

Select	Advanced	Elite
40	60	160
20	40	80
20	60	120
80	160	360
	40 20	40 60 20 40 20 60

All Adaptive Help Desk Customers must also include a Technical Operations Manager (TOM).

The CSP, CTA or TSE are available for on-site visits within the Select, Advanced and Elite Service tiers. Elite Service Customers are eligible for a CSP and CTA on-site up to 100% of the time. Customers with the Standard Service may have a CSP on-site when required. The Basic Service tier includes no on-site travel. In the event Customer's site is greater than 50 miles from the assigned Savvis personnel, Savvis will charge Customer for travel expenses and accommodations at cost and within the Savvis travel and expense policy.

Savvis shall provide cover during the 'working hours' in 'business days' on a reasonable basis for the Customer's allocated CSP for contracted holiday time and sickness greater than 2 consecutive days. Business Days shall mean Monday through Friday, and does not include Public Holidays.

Monthly hours cannot be shared between Customer accounts. Monthly hours must be used within each month and cannot be transferred or carried over.

Billing for the Service will begin upon assignment and introduction of resources. (Typically within 45 business days after the order is submitted) Billing for Adaptive Desk services will begin upon the commencement of Savvis monitoring the Customer's environment.

Customer may choose to upgrade the Service Management Package should business or technical requirements mandate. If the Customer places an order to increase the level of Service Package, Savvis shall not be obligated to maintain the same individual(s) for the next level of Service. However, Savvis shall use good faith efforts to maintain continuity of support personnel where practical. If Customer elects to downgrade or terminate the Savvis Service Management service, a notification of three (3) months is required.