# VM REPLICATION PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases VM Replication Services.

**1. PRODUCT DESCRIPTION**. VM Replication utilizes third party software as a managed solution that is purpose built for VMware and allows:

**1.1.** Replication of Virtual Machines from one Rackspace data center (source) to another Rackspace data center (target), where both source and target are located in the same country;

**1.2.** Customers to initiate testing of replicated VMs on a hypervisor located at a secondary target site; and

**1.3.** Customers to initiate VM failover from one Rackspace data center to another Rackspace data center. This includes halting replication, powering off the primary source site VM, powering on the secondary target site VM, and configuring DNS and networking setting to allow secondary target site VM connectivity.

**2. SERVICE LEVEL AGREEMENT**. Customer environments utilizing the VM Replication Service are governed by the Service Level Agreements contained in the Product Terms applicable to each of those environments (or other such Service Level Agreement if applicable). While there are no additional Service Level Agreements available for the VM Replication Services (due to the differences in every environment, the variability in the amount of data to be replicated and required procedures for restoration), Rackspace agrees to notify Customer in the event that a replication, failover test, or failover event fails to complete successfully. Rackspace shall open a support ticket within four hours of Rackspace's initial notification to Customer that a replication, failover test, or failover event has failed to complete successfully.

**3. DISCLAIMER**. VM Replication is not a full disaster recovery or high availability solution. It is intended to be a component in a Customer managed and executed disaster recovery and failover plan. As such, Rackspace takes no responsibility for, and does not guarantee any disaster recovery capabilities as a result of Customer's use of any of the features of the VM Replication Service. Rackspace accepts no responsibility for Customer's data loss. Upon receipt of Customer's sign off on the failover test, Rackspace accepts no responsibility for failed replication of virtual machines. Rackspace recommends that for maximum protection, Customer does not run "active" or "powered on" VMs on the replication target hypervisor. If active VMs on the replication target hypervisor exist during failover, the resulting over allocation of resources could cause the entire hypervisor (and associated VMs) to fail. Should Customer decide to provision active VMs on hypervisors that are replication targets, it is Customer's responsibility and not that of Rackspace, to power down existing VMs and to ensure that the environment is not over allocated at any time as part of a disaster recovery plan.

RACKSPACE MAKES NO WARRANTY OR GUARANTEE WHATSOEVER REGARDING THE VM REPLICATION SERVICE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.


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