ADVANCED MONITORING & RESOLUTION

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Advanced Monitoring & Resolution. When Customer has also purchased a Cloud Service Offering from Rackspace, these Product Terms are supplemental to and governed by the applicable Cloud Service Offering Product Terms specific to the Third Party Cloud for which Advanced Monitoring & Resolution has been purchased. In the event of conflict between these Product Terms and the applicable Cloud Service Offering Product Terms, these Product Terms shall take precedence.

1. ADDITIONAL DEFINED TERMS.

"**Alert**" means a notification automatically generated by an enabled Monitor once the Alert Threshold is reached.

"**Alert Threshold**" means a Monitor threshold at or beyond which an Alert is generated.

"**Cloud Service Offering**" means the Optimizer, Optimizer+, Optimizer+ Platform Support, and/or Platform Essentials Service provided by Rackspace.

"**Monitor**" means the following Third Party Cloud provided monitoring tools, as applicable to Customer's particular environment: GCP Cloud Monitoring; AWS CloudWatch, AWS Eventbridge, and CloudWatch Synthetics; and Azure Monitor – Metrics, Azure Monitor – Log Analytics, and Application Insights – Web Availability Test.

"**Third Party Cloud**" means the Amazon Web Services, Microsoft Azure, and/or Google Cloud Platform services, as applicable.

"**Third Party Cloud Account**" means an AWS account, an Azure subscription, and/or a Google Cloud Platform project, as applicable.

2. SERVICES. Advanced Monitoring & Resolution is an Add-on Service. If Customer purchases Advanced Monitoring & Resolution, Rackspace will provide supplemental support and services, as further described below.

2.1. Monitoring Enablement. Rackspace will configure and enable Monitors on Customer's applicable Third Party Cloud environment. During onboarding, Rackspace will provide a recommended Monitor list for setup and configuration. Rackspace will only support Monitors that may be enabled, configured, and managed using applicable Third Party Cloud native tooling, and Rackspace management systems. Each Monitor will have a set, pre-defined Alert Threshold. Rackspace may, in its sole discretion, deviate from the pre-defined Alert Threshold for a given Monitor upon Customer's written request. However, an Alert Threshold deviation requests that, in Rackspace's sole discretion, is determined unreasonable (e.g. would cause undue administrative burden or is outside the acceptable level of monitoring prescribed by industry standards) will be rejected under these Services, provided, however, that Customer may have the option to manage an elevated alerting posture through addition of other Rackspace provided Add-on Services (e.g. Rackspace Teams, Rackspace Elastic Engineering). Alert Threshold deviations will be documented in Customer's Advanced Monitoring & Resolution runbook.

2.2. Alert Response. Rackspace will maintain a Customer specific Advanced Monitoring & Resolution runbook detailing pre-approved responses and resolution procedures for Alerts. Responses and resolution procedures for Alerts are standardized, out-of-the-box responses focused on modification of those system settings causing the Alert, and endeavour to ensure that the Third Party Cloud environment is operating within a known and stable configuration. Rackspace may, in its sole discretion and upon Customer Request, deviate from the standard Alert response, provided, however, that Customer works with Rackspace to ensure any such deviation is thoroughly detailed in Customer's runbook. Rackspace will not perform operations that are not otherwise detailed in Customer's runbook. Rackspace will not provide managed services, development work, or bespoke

© 2022 Rackspace, US Inc. – Global Product Terms – 12 September 2022 Revision – OT# 59824

customization (e.g. patching services, environmental architecting, debugging operations, devops, or other custom tailored management solutions) as part of these Services. Root cause analysis and any necessary remediation for recurring issues must be scheduled through an alternative Rackspace Service offering (e.g., Rackspace Teams, Rackspace Elastic Engineering, Professional Services).

2.3. Other Third-Party Alerting Tools. Rackspace may support ingestion of alerts generated by other third-party alerting tools into Rackspace's alert management system. Any supported third-party alerting tools must be setup and running in Customer's environment and will not be setup as part of these Services. A list of supported third-party alerting tools are identified in the product documentation for this Service, and may be modified from time to time, in Rackspace's sole discretion.

3. CUSTOMER REQUIREMENTS.

3.1. Customer must provide Rackspace with ongoing administrative level billing access to the top level billing account associated with any Third Party Cloud Accounts on which these Services are provided. In the event the level of access granted to Rackspace is insufficient for Rackspace's purposes, Customer will comply with Rackspace's reasonable request to provide the requisite level of access in a timely manner. Customer's failure to provide Rackspace with requisite access following notice may result in a default payment, in accordance with section 7.3 of these Product Terms, and/or immediate suspension of these Services, though such suspension will not relive Customer of its payment obligations.

3.2. To enable access to and configuration of all applicable Monitors used in conjunction with these Services, Customer must provide Rackspace with ongoing administrative access to all Third Party Cloud Accounts on which these Services are provided. Rackspace may suspend these Services to the extent and degree that Customer's failure to provide adequate access to Rackspace results in Rackspace's inability to provide all or part of these Service. Nothing in this paragraph will relieve Customer of its payment obligations under the Agreement.

4. SLA

4.1. Response Times. Rackspace shall provide an initial response to Alerts within the timeframe matching the assigned severity level identified in the below table. Rackspace may modify the severity level of an Alert if Rackspace determines, in its reasonable discretion, that the automatically generated Alert severity level is inaccurate.

Severity	Definition	Initial Response Time
Emergency	Business-critical system outage / extreme business impact	15 minutes
Urgent	Business critical system impaired with extreme business impact / production system outage / significant business impact	60 minutes
High	Production system impaired with moderate business impact	4 hours
Normal	Minimal business impact	12 hours
Low	Information only Alerts	24 hours

4.2. Remedy. If Rackspace fails to meet the initial response times in section 4.1, Customer is eligible for a credit of $250 per event, up to 100% of Customer's monthly recurring Fee for these Services in the applicable calendar month.

(A) Credit Request. In order to receive a credit remedy under this section, Customer must request a credit through Customer's Rackspace provided support portal within seven days of the event giving rise to the credit remedy.

(B) Eligibility. Customer is not eligible for a credit if the event giving rise to the credit occurred because of the unavailability of Customer's Third Party Cloud service or because of Rackspace's inability to access Customer's Third Party Cloud Services if such inaccessibility is caused by Customer or the Third Party Cloud provider. Customer is not eligible for a credit if Customer is in breach of the Agreement at the time of the event giving rise to the credit. Customer is not eligible for a credit during the onboarding phase of these Services.

5. RESTRICTIONS & DISCLAIMERS.

5.1. No Resell. Unless otherwise conspicuously stated in Customer's Agreement, Customer is prohibited from reselling the Services provided under Advanced Monitoring & Resolution. Customer is prohibited from selling, transferring, providing, or sublicensing Customer's Rackspace or Third Party Cloud account credentials to any other party (except to agents and subcontractors performing work on Customer's behalf).

5.2. Third-Party Tooling. This Service leverages cloud native tooling provided by the applicable Third Party Cloud provider. Use of this tooling is subject to the applicable service agreement (or similar end user license and/or usage agreement) provided to Customer as part of the Third Party Cloud services.

5.3. Rackspace Cloud. By creating a Rackspace account for the use of these Services, Customer has the ability to begin using the Rackspace Cloud Services through the Rackspace cloud control panel. By making use of any Rackspace Cloud Services, Customer automatically agrees to the Rackspace Cloud Terms of Service, a copy of which can be found here: http://www.rackspace.com/information/legal/cloud/tos. Rackspace Cloud Services shall be invoiced separately from Customer's these Services. For avoidance of doubt, Customer's use of these Services is not subject to the Rackspace Cloud Terms of Service.

6. CHANGES TO AGREEMENT. Notwithstanding anything in the Agreement to the contrary, Rackspace may change these Product Terms at any time, effective immediately, as required to comply with the reseller agreement between the Third Party Cloud provider and Rackspace or in response to changes made by the Third Party Cloud provider to the reseller agreement between the Third Party Cloud provider and Rackspace. This includes changing the Fees applicable to the Services. Additionally, Rackspace may terminate these Product Terms, the applicable Service Order, and/or the Agreement (if necessary) and Customer's account immediately if the Third Party Cloud provider determines such termination is necessary to comply with law or if the Third Party Cloud provider no longer permits resale of the Third Party Cloud services.

7. FEES.

7.1. Service Level Fees. Advanced Monitoring & Resolution Services are invoiced in addition to Customer's other Rackspace provided Third Party Cloud Services. Rackspace will utilize Customer's Third Party Cloud usage and billing information, and Customer must assist Rackspace, as reasonably required, to gain access to such information. Customer's monthly Fee for this Service is calculated based upon the non-discounted, on-demand equivalent, Third Party Cloud infrastructure fees. All discounted infrastructure will be re-rated to on-demand equivalent pricing. Customer is responsible for all fees and charges accrued under Customer's Third Party Cloud accounts, regardless of whether such fees and charges accrued before or after the date of transfer to or from Rackspace (if applicable).

7.2. Billing Details. Rackspace bills recurring fees monthly, in arrears, and one-time fees immediately as incurred. If Customer has arranged for payment by credit card, direct debit, or ACH, Rackspace may charge Customer's card or account on or after the invoice date. Please review the applicable Cloud Service Offering Product Terms for further details regarding billing cycles and accessing Customer's invoices. Rackspace may charge Customer additional fees as described in the Cloud Service Offering Product Terms.

7.3. Default Fees. In the event Customer fails to comply (in whole or in part) with section 3.1 of these Product Terms, Rackspace will make a good-faith estimate of Customer's Third Party Cloud usage for the applicable month, plus an additional 10% administrative service fee, required to support the administrative burden of Rackspace's ongoing manual calculations, in order to determine Customer's monthly Fee for these Services. A Fee determined in accordance with this section may be based on factors such as seasonal consumption in Customer's line of business, Customer's known usage from previous months, and Rackspace's management burden for these Services as compared with other Rackspace customers, in addition to any other relevant factors, as may be determined by Rackspace in its sole discretion. A Fee calculated in accordance with this section is conclusive, provided, however, that Rackspace may revise the Fee for any previous month upward if based on additional information not know to Rackspace at the time of initial calculation. Customer and Rackspace agree that the Fee identified in this section represents a fair and reasonable calculation for determining the monthly Fee due to Rackspace for the Services and costs associated with Rackspace's continued administration of a Customer in breach of section 3.1.

8. TERM. The Initial Term for these Services shall be identified in Customer's applicable Service Order, and thereafter shall renew in accordance with the terms of the Agreement. Notwithstanding anything to the contrary contained in Customer's Agreement, following expiration of the Initial Term for these Services, Customer may terminate these Services on 60 days' prior written notice to Rackspace, in accordance with the notice requirements of Customer's Agreement. If notice of termination is given mid-month, such termination shall be effective 60-days from the end of the month in which the notice of termination is given.