VM MANAGEMENT

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

1. ADDITIONAL DEFINED TERMS.

"**Supported Platform**" means Amazon Web Services, Microsoft Azure, Google Cloud Platform, Rackspace Private Cloud Powered by VMware, and/or Rackspace Dedicated Hosting, as applicable.

"**Service Agent**" means the software agent utilized to facilitate these Services and installed on Customer's applicable virtual machines.

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

"**VM**" means virtual machine.

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

2.1. VM Management Patching. Provided Customer is at all times in compliance with the Agreement, and including all payment obligations, Rackspace will perform the following when Customer purchases VM Management patching:

(A) Patching Infrastructure. Rackspace will provide Customer with access to the Software Agent, access to applicable APIs for patch management of Customer's VMs, and a user interface for tracking of and reporting on patching groups, maintenance windows, and patching baselines.

(B) Onboarding & Enrollment. Rackspace will assist Customer with installation of the Service Agent on all Customer specified VMs and with setup of patching groups (including tagging), maintenance windows, and patch baselines for all VMs covered by this Service.

(C) Ongoing Support. Rackspace will assist Customer with addition and/or modification of patch group tags, maintenance windows, and patch baselines on an ongoing basis. Additionally, Rackspace will respond to Customer ticket requests logged through the Rackspace provided customer portal, for support issues resulting from a patching, maintenance, or patch baseline failure. Support requests related to these Services may be submitted 24 hours per day, seven days per week, year-round.

3. CUSTOMER REQUIREMENTS.

3.1. Administrative Access Requirements. To enable access to and configuration of patching, Customer must provide Rackspace with ongoing administrative access to all Supported Platform 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 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. RESTRICTIONS & DISCLAIMERS.

4.1. No Resell. Unless otherwise conspicuously stated in Customer's Agreement, Customer is prohibited from reselling these Services. Customer is prohibited from selling, transferring, providing, or sublicensing Customer's Supported Platform Account credentials to any other party (except to agents and subcontractors performing work on Customer's behalf).

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4.2. Service Agent License. The Service Agent utilized by Rackspace as part of these Services is Open Source Software subject to the Apache License 2.0 (presently found at the following URL: https://www.apache.org/licenses/LICENSE-2.0). Customer agrees to abide by the Apache 2.0 license. Except where such use is provided or directed by Rackspace, Rackspace disclaims any and all liability arising out of or in connection with Customer's use of the Service Agent.

4.3. Rackspace Cloud. By creating a Rackspace account for the use with 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 (presently found at the following URL: http://www.rackspace.com/information/legal/cloud/tos) as they may be updated by Rackspace. Rackspace Cloud Services are invoiced separately from these Services. For avoidance of doubt, Customer's use of these Services is not subject to the Rackspace Cloud Terms of Service.

5. CHANGES TO AGREEMENT. Notwithstanding anything in the Agreement to the contrary, Rackspace may modify these Product Terms and/or immediately terminate these Product Terms and that applicable portion of the Service Order if Rackspace determines such termination is necessary to comply with law or an agreement with one or more of its Representatives, including an applicable Supported Platform provider.

6. FEES.

6.1. Service Level Fees.

(A) Patching. VM Management patching is invoiced in addition to Customer's other Rackspace provided Services, including Supported Platform Services. The monthly Fee invoiced to Customer for VM Management patching is an aggregate of Customer's peak daily VM usage (determined using periodic usage snapshots) multiplied by a flat per VM per day Fee. Customer will only be invoiced for those VMs on which the Software Agent has been installed and that have been assigned a patch group, a maintenance window, and a patch baseline.

6.2. 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 Product Terms for further details regarding billing cycles and accessing Customer's invoices. Rackspace may charge Customer additional fees as described in applicable Product Terms.

7. 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.