RACKSPACE LAB SERVICES ANYWHERE PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply to Customer purchases of Rackspace Lab Services Anywhere (**"Lab Services Anywhere"** or the **"Services"** as referred to herein).

1. ADDITIONAL DEFINED TERMS.

"**Broadcom**" means the infrastructure technology company, and Rackspace Representative that supplies the VMware Products, with a corporate address at Broadcom Inc. 3421 Hillview Ave, Palo Alto, California, 94304.

"**Lab**" means any virtualized compute environment(s) created and/or managed within VM Lab Platform which are accessed by or made accessible to an end user.

"**Lab Services Cloud**" means a virtual infrastructure created within SDDC Flex 2.0 for Customer to host its Lab(s).

"**Lab Services Rate Card"** or "**Rate Card**" means the webpage defining the consumption model and pricing for Lab Services (inclusive of Lab Services for SDDC Flex and Lab Services Anywhere) as may be updated by Rackspace, and as presently hosted at: https://www.rackspace.com/cloud/private/flex-lab-services-pricing.

"**Lab Services for SDDC Flex**" means the Rackspace services that enable Customer to deploy, configure, manage, and deliver Labs hosted by Rackspace, as described in Appendix 2 of the SDDC Flex 2.0 Product Terms.

"**Lab Templates**" means a virtual machine image for a Lab that is loaded with an operating system, applications, and data for purposes of configuring a Lab.

"**SDDC Flex 2.0"** or **"Flex Services"** means the Rackspace services that provide on-demand compute, storage, and networking, as described in, and as subject to the SDDC Flex 2.0 Product Terms.

"**SDDC Flex 2.0 Product Terms**" means the terms of service applicable to Rackspace SDDC Flex 2.0, as may be updated by Rackspace and as presently located at: https://www.rackspace.com/information/legal/sddc-flex-20.

"**VMware Lab Platform**" or "**VLP**" is a VMware Product used to create virtual IT labs for training on demand, instructor led training, live events and/or other learning purposes.

"**VMware Products**" means the VMware branded Software, SaaS, appliances, education, and any other offering or service which Broadcom makes available to Rackspace.

"**VMware Terms**" means the current version of the terms and conditions applicable to VMware Products, including support terms, the Specific Program Documentation (the "**SPD**") and SaaS Listings applicable, as may be updated by Broadcom, as presently located at: https://www.vmware.com/agreements.html.

2. SERVICES OVERVIEW. Rackspace Lab Services Anywhere provide Customer with the ability to deploy, configure, manage, and deliver Labs, hosted within a Customer or third party Data Center, using the VMware Lab Platform. To enable additional compute and storage capacity on demand, Rackspace also provisions a Flex Services cloud account for the Lab Services Anywhere Customer. This enables Customer to use the resources within Flex Services for workloads other than Labs, subject to the applicable terms and pricing described herein.

3. SERVICES. In connection with provisioning, maintaining and supporting the Services, Rackspace is responsible for the following items:

© 2024 Rackspace US, Inc. – Global Product Terms – 1 July 2024 Revision – OT# 60226

3.1. Account Provisioning. Following execution of the applicable Service Order, account credentials for Lab Services Anywhere will be provisioned, and provided to Customer to access the Services.

3.2. Support. Customer may open a support ticket via the Rackspace customer portal for usage inquiries or break-fix issues arising from Lab Services Anywhere, 24 hours per day, seven days per week, year-round. Support shall be provided in alignment with the Service Level in section 7.

4. CUSTOMER RESPONSIBILITIES. In connection with access to and use of the Services, Customer is responsible for the following items:

4.1. Customer Provided Images. Customer will provide all images and templates used to provision a Lab.

4.2. Third Party Software. Customer will be responsible for all third party software installed on Lab resources as defined above in section 6.4.

4.3. Infrastructure Provision & Maintenance. Customer is solely responsible for providing and configuring the hosted infrastructure and for maintaining the hosted infrastructure with sufficient capacity for the proper operation of the Labs. This includes, but is not limited to, all computing resources, networking equipment, and storage facilities required for Customer's Labs. Customer is solely responsible for the administration and support of the environment(s) that customer uses to host Labs.

5. ACCESS AND USAGE TO SDDC FLEX 2.0. If Customer requires additional resources for Lab Services Anywhere, or if Customer requires a secondary location for its Labs, then Customer may access and deploy Labs in SDDC Flex 2.0 as follows

5.1. Additional Hosting. If Customer requires additional resources for hosting its Labs ("**Additional Hosting**"), Customer may access and utilize a Lab Services Cloud with Flex Services, as follows: (1) Customer will request the creation of a Lab Services Cloud by submitting a ticket; (2) Rackspace will create the Lab Services Cloud and inform Customer upon completion; and (3) Customer will then be responsible for creating its Labs within the Lab Services Cloud. The following are included with Customer's Additional Hosting:

(A) Lab Provisioning. Customer may provision Labs in any location where SDDC Flex Services are available.

(B) VM Cloud Director. Customer will have direct access to VMware Cloud Director within Flex.

5.2. Secondary Location. Customers may store Lab Templates in Flex Services for purposes of maintaining a copy in a secondary location. These Lab Templates will be available if Customer, at a future date, desires to deploy Labs within Rackspace Lab Services for SDDC Flex. Customer is responsible for using the Lab Templates to create Labs as desired, at which time the Fees outlined in section 9 apply.

6. COMPLIANCE WITH TERMS.

6.1. Generally. Customer access to and use of the Services is subject to compliance with the Agreement, these Product Terms, and any additional applicable terms referenced herein. If Customer utilizes Flex Services for the Additional Hosting or Secondary Location services (or if Customer utilizes any other resources of Flex Services for any other workloads), then, to the extent of any Flex Services consumption, such use is subject to the SDDC Flex 2.0 Product Terms.

6.2. Resale Prohibited. Customer is prohibited from reselling these Services, in whole or in part. Customer is prohibited from selling, transferring, providing, or sublicensing Customer's Rackspace credentials to any other party (except providing access to those agents and subcontractors performing work on Customer's behalf). Customer is responsible for use of the Services by any third party to the same extent as if Customer were using the Services.

6.3. Feedback. Customer agrees that Broadcom may use any feedback provided by Customer related to any of the VMware Products for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

6.4. Third Party Licensing. Customer may purchase Third Party Software or Third Party Services for use on or with these Services. Customer must properly license all Third Party Software and Third Party Services used in conjunction with these Services. Customer is solely responsible for determining the appropriate number and type of licenses required for its environment, unless such licenses are provided by Rackspace, in which case such determination is a shared responsibility. If Rackspace determines that Customer's environment is improperly licensed, Rackspace may, at its option, add additional licenses on Customer's behalf (if available for purchase from Rackspace) or, following reasonable notice to Customer, suspend all or part of these Services, as may be necessary to assure Rackspace of Customer's immediate license compliance. In the event Rackspace purchases licenses on Customer's behalf, Customer agrees to pay for any and all license fees incurred at Rackspace's then current rates.

6.5. VMware Licensing Compliance. Customer access to and use of the VMware Products is subject to the VMware Terms (excluding any terms governing payments, pricing, delivery, and discounts, which are subject to the Agreement between Customer and Rackspace). Customer may use these Services solely for internal use; the Services may not be used to process, enable, or facilitate workloads, data, or network operations of any third party.

6.6. Terms Updates. These Product Terms may be updated by Rackspace from time to time as posted at the applicable URL. Notwithstanding anything to the contrary, Customer is responsible for ensuring its continued compliance with these Product Terms and the terms of the Agreement. Updates to these Product Terms are effective 30 days from the date of initial publication, or earlier as provided for in the Customer Agreement.

7. SERVICE LEVEL AGREEMENT. The following service level terms are applicable Lab Services Anywhere.

7.1. Response Time Service Level; Credit Remedy. Rackspace will use commercially reasonable efforts to respond within four hours of receipt to those Customer inquiries submitted via ticket through the Rackspace customer portal. Subject to the provisions in section 7.2, if Rackspace fails to meet the response time commitment indicated, then Customer will be eligible for a service level credit, based upon Customer minimum monthly commitment, as outlined below:

Monthly Minimum Commitment	Service Credit per Unmet Response Time	Maximum Credit per Month
$0	$25	$100
$500	$50	$500
Equal to or Greater than $1500	$250	$100

7.2. SLA Terms. The SLAs and credit remedies are subject to the following conditions, exclusions, and terms:

(A) Maintenance Exclusions. With respect to all indicated SLAs, Customer is not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:

(i) Rackspace Maintenance Windows. Modification or repairs to shared infrastructure (such as core routing or switching infrastructure) and fleet management activities (such as firmware updates for Customer's network appliances) that Rackspace has provided notice of at least 72 hours in advance and that occurs during off peak hours in the time zone where the data center is located;

(ii) Scheduled Customer Maintenance. Maintenance of the Customer Configuration that Customer requests and that Rackspace schedules with Customer in advance (either on a case-by-case basis, or

based on standing instructions), such as hardware or software upgrades, and including periods during which Customer sets or requests an Alert suppression on the Customer Configuration; and

(iii) Emergency Maintenance. Critical unforeseen maintenance needed for the security or performance of Customer's Hosted System or Rackspace's network.

(B) Global Exclusions. With respect to all indicated SLAs, Customer is not eligible to request a credit for a failure to meet an SLA which results from denial-of-service attacks, viruses, or malware, hacking attempts, or any other circumstances that are not reasonably within Rackspace's control. Customer is not eligible for a credit remedy if Customer is in breach of its obligations under the Agreement, including any payment obligations. Customer is not eligible for a credit during the on-boarding phase of the Services. To be eligible for a credit, Customer's use of the Services to which the applicable SLA applies must be adversely affected. If a single incident (which may include multiple detections and/or the creation of multiple tickets) results in SLA eligibility for more than one SLA (as per these Product Terms and/or the Agreement), then only the SLA with the largest credit amount will apply. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on the Customer's invoice. These SLA terms state Customer's sole and exclusive remedy for Rackspace's failure to meet the SLA performance standards described in these Product Terms.

(C) Credit Request Process. Customer shall request a credit in writing via a support ticket no later than 7 days following the relevant event. Rackspace shall contact Customer within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credits will be applied to future invoices. Unused credits shall not be refunded. Credit determination will be based upon time periods as measured by the Rackspace ticket system. The period commences upon either Rackspace or Customer opening a ticket or the time an interruption is recorded in Rackspace's monitoring system. If Rackspace opens the ticket on behalf of Customer during support requested via telephone, there may be delay in opening the ticket.

8. TERM & TERMINATION.

8.1. Term. The Initial Term for these Services will begin on the first day of the first full month following Customer's execution of the applicable Service Order and continue for the period stated in the Service Order. If Customer is provided access to these Services prior to the Initial Term, then Customer will be charged for actual usage during that partial month without affecting commencement of the Initial Term. Upon expiration of the Initial Term, these Services will be renewed in accordance with the Agreement, unless and until terminated pursuant to the Agreement.

8.2. Effect of Termination. Customer is responsible for retrieving a copy of the Customer Data and deleting Customer Data from the Services before termination or expirations of the Services. Customer will not have access to any data stored on the Services during suspension or following termination of the Services. If Customer terminates the Services or deletes virtual machines through Customer's control panel, API, or other means, all data contained on the Services will be irrecoverably lost.

9. FEES FOR LAB SERVICES ANYWHERE.

9.1. On-Demand Fees. As indicated in Customer's Service Order, Customers of Lab Services Anywhere will be charged for usage of these Services. Currently active Fees for these Services may be found on the Lab Services Rate Card.

9.2. Additional Hosting. In addition to the Lab Services Anywhere Fees (as indicated in the Rate Card), Fees for Additional Hosting (as described in section 5.1), will include the "Compute" rates indicated in the Rate Card, section 1.1.

9.3. Secondary Location. The Fees to store Lab Templates (as described in section 5.2), will include the "Storage" rates indicated in the Rate Card, section 1.2. If Customer, at any time following such storage, creates a Lab, then Customer will be charged pursuant to the Additional Hosting rates in section 9.2.

9.4. Flex Services. If Customer utilizes Flex Services for non-Lab Services workloads, then, to the extent of any Flex Services resources consumed, Customer will be charged pursuant to the Fees indicated in the SDDC Flex 2.0 Product Terms.

9.5. Commitment Rate. If indicated in the Service Order, the Lab Services Anywhere pricing may receive a special rate (a "**Commitment Rate**") for a specified term (the "**Term**") in consideration for a Customer's spend commitment ("**Spend Commitment**") during the Term. In such case, upon conclusion of the Term, if the actual spend is less than the Spend Commitment, then Customer shall pay the difference as a true-up amount. Additionally, upon conclusion of the Term, the Commitment Rate will expire, and the pricing will revert to Rackspace's then-current Services pricing (unless and until Customer establishes a new Service Order with a new additional Commitment Rate).

9.6. Spend Commitment Term. Customer acknowledges that the Spend Commitment is a minimum amount, and that Customer will not receive a refund or credit for consumption or spend above the Spend Commitment. Customer acknowledges that if Customer terminates the Services for a reason other than Rackspace's material breach, or Rackspace terminates the Services for Customer's breach, then, in addition to other amounts Customer may owe, Customer must pay an early termination fee equal to Spend Commitment for the remainder of the applicable Term.

9.7. Invoicing and Payment. Rackspace will charge Customer and Customer agrees to pay when due the Fees for the Services in accordance with the Agreement. Rackspace will charge Customer monthly, beginning on the date that Rackspace first makes the Services available to Customer.