



DBA-ANYWHERE PRODUCT TERMS

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

1. RACKSPACE CONFIGURATION REQUIREMENTS. The following requirements apply in order for Rackspace to provide the DBA-Anywhere Services:

1.1. Customer shall complete the Rackspace VPN questionnaire and shall establish and maintain an IPSEC VPN tunnel between Rackspace and the Customer Configuration which meets the following requirements: can implement policy NAT, CISCO ASA (7.2.x. minimum, 8.2.x preferred), permits unique networks, reasonable subnet masts (/23 or higher).

1.2. In order to perform the Services, Rackspace shall have root access to all devices within the Customer Configuration. Customer shall provide patching/update of satellite servers for the Customer Configuration.

1.3. If the Services include Application Performance Monitoring Customer shall also: permit the installation Application Performance Monitoring Software (provided by Rackspace) on the Customer Configuration, provide an ESX version 5.x hypervisor (behind Customer's firewall), use Rackspace provided VMDKs, and provide a RHEL 6.x OS (Customer is responsible for applicable licensing).

2. SUPPORT OVERVIEW. Rackspace shall provide 24x7x365 support and maintenance for the following aspects of the Customer Configuration:

2.1. Architecture and Design.

- (A) Architecture development and recommendations
- (B) Analysis and improvement recommendations
- (C) Database replication
- (D) Security and object administration
- (E) Support for application layer products such as WebLogic
- (F) Database and schema export and import
- (G) Query optimization and log file maintenance
- (H) Performance issue diagnosis
- (I) Performance consultations
- (J) Code analysis (review and recommendation of modifications to Customer's SQL code)

2.2. Administration and Monitoring.

- (A) Replication monitoring
- (B) Advanced DB restores from backups



- (C) Point-in-Time recovery
- (D) Customized maintenance plans
- (E) Database cloning
- (F) Modification of data beyond restores
- (G) Database health monitoring

2.3. Troubleshooting.

- (A) Advanced troubleshooting of connectivity, availability and performance issues
- (B) Database backup issues

3. SUPPORT METHODS. Customer may request support by opening a support ticket via the MyRackspace portal or by calling Customer's account team. For issues involving Customer's third party suppliers and vendors, although Rackspace may identify the issue and assist Customer by participating on conference calls with the third party supplier, all communications shall be initiated and coordinated by Customer.

4. SUPPORT FEES. Customer shall be billed for Services monthly in arrears based on the number of active agents within the Customer Configuration in addition to the applicable account level fee. Customer shall also be billed device level charges or per transaction fees, as applicable.

5. ADDITIONAL OBLIGATIONS. Customer shall provide such information as Rackspace may reasonably request to address the support issue, including information necessary to duplicate the issue experienced by Customer. Customer shall ensure that the accounts provided to Rackspace are not shared with any other users and do not have access to any networks, devices or applications outside of the Customer Configuration.

6. SERVICE LEVEL AGREEMENT.

6.1. Five Minute Notification Time. Rackspace shall deploy monitoring services (software and services responsible for monitoring Customer's devices and generating/tracking alerts). Rackspace shall notify Customer via SMS text message, email, or the applicable ticketing system of monitoring alerts (generated when a monitored device violates a pre-defined error condition) within five minutes of the monitoring alert being generated.

6.2. Remedy. If Rackspace fails to meet the notification time SLA stated in Section 6.1 Customer is entitled to a credit in the amount of 5% of Customer's monthly fee for the Services for the affected Customer Configuration per event, up to 100% of Customer's monthly fee for the Services for the affected Customer Configuration.

6.3. Limitations on Credits. The credits stated in this SLA shall not apply to the extent that Customer makes changes to the Customer Configuration that prevent Rackspace from providing the DBA Anywhere Services or meeting the SLAs stated herein, including removing, disabling, or interfering with monitoring tools and related software.