



DBA SERVICES 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 Services.

1. ADDITIONAL DEFINED TERMS.

"Monitoring Alert" is a notification ("**Alert**") that is generated when a monitored device violates a predefined error condition.

"Monitoring Services" means the infrastructure, software, and services responsible for monitoring devices and generating/tracking Monitoring Alerts.

"DB Server" means the software and hardware (which may be provided by Rackspace or otherwise) that comprises the Customer Configuration or Hosted System for which the DBA Services have been purchased, but specifically excluding any hardware or service which has been labeled "collocated", "non-standard", "unsupported" or with like designation.

2. RACKSPACE CONFIGURATION REQUIREMENTS. In order to ensure that Rackspace is able to provide Customer with the DBA Services, Rackspace support teams may occasionally provide Customer with recommended configuration changes or upgrades ("**Configuration Requirements**").

3. SUPPORT OVERVIEW. Rackspace shall provide support and maintenance for the following aspects of the Customer Configuration or Hosted System based on the service level that Customer purchases.

3.1. Included in DBAdministrator Service Level. Up to 12 hours of support per month are included in the DBAdministrator Service Level (see Section 4 for information about additional hours).

(A) Architecture and design

(i) Database setup and configuration

(a) Install database software on standalone systems

(b) Create databases

(c) Customize initialization file as needed

(d) Configure standard Rackspace monitoring or provide best practices guidelines

(ii) Database export and import between Rackspace managed databases

(a) Export tables/schema or entire database (according to the customer request) from the source database

(b) Transfer the dump files to the target database server

(c) Import tables/schema or entire database (according to the customer request) into the target database

(d) Inform the customer if there are any errors reported in the import process; troubleshoot errors as needed

(iii) Security administration

(a) Grant/revoke roles to/from users

(b) Grant/revoke system privileges to/from users

(c) Grant/revoke table privileges to/from users

(d) Create public and private synonyms as needed

(iv) User administration

(a) Create users and grant appropriate privileges at the customer's request

(b) Drop users (schemas) and its contents at the customer's request

(c) Reset user (schema) passwords

(d) Modify user profile settings

(e) Model new users after the existing users

(v) Cluster Setup and Configuration (not applicable to NoSQL databases)

(a) Prepare individual nodes for active or active/passive cluster installation, including Oracle Real Application Clusters and Microsoft SQL AlwaysOn (storage, network, operating system)

(b) Download the cluster and database software

(c) Install cluster software and relational database management system software and create the clustered database according to the customer specifications provided in the questionnaire

(d) Configure standard Rackspace monitoring

(e) Assist the Managed Backup team in setting up database backups as needed

(B) Administration and monitoring

(i) Database health monitoring

(a) Configure standard Rackspace monitoring

(b) Customer is responsible for daily database monitoring

(ii) Failover management and recovery

(a) Restores from backup

- Restore last good backup to recover database

(b) Disk backup

- Create database backups on disk at the customer's request (on an on-demand basis)

(C) Troubleshooting

(i) Availability issues in production

- (a)** Assist in bringing the database online
- (b)** Validate connectivity to the database from the database server

(ii) Database backup issues

- (a)** Troubleshoot backups set up by Rackspace

3.2. Included in DBArchitect Service Level. With DBArchitect service level, customers shall receive up to 24 hours of support per month (see Section 4 for information about additional hours). Customers shall also receive the DBAdministrator services listed in Sections 3.1(A), 3.1(B) and 3.1(C), plus advanced design, architecture, and planning services to help ensure their databases run at peak performance and efficiency.

(A) Architecture and design

(i) Architecture review

- (a)** Review existing database setup
- (b)** Provide advice on architecture and planning for growth

(ii) Performance tuning and diagnostics (additional licensing may apply)

- (a)** Report slow-running queries, and recommend possible solutions
- (b)** Identify and report other performance bottlenecks

(B) Administration and monitoring

(i) Customized maintenance plans

- (a)** Provide maintenance plans for server migration within the data center or to a different data center
- (b)** Provide maintenance plans for operating system or database upgrades
- (c)** Provide maintenance plans for database file reconfiguration

(ii) Point-in-time recovery

- (a)** Perform database point-in-time recovery for disaster recovery
- (b)** Perform directed restore (restore database to a different server) for disaster recovery scenarios
- (c)** Duplicate complete or partial database as needed to fix production table data

(iii) Database migration

(a) Migrate databases between Rackspace data centers (Some migrations, including those outside Rackspace data centers, may be subject to additional fees and a separate services agreement.)

(iv) Troubleshooting

(a) Provide incident retrospectives

(b) Recommendations for architecture and/or business process improvements based upon best practices

4. SUPPORT METHODS. Customer may request support by opening a support ticket via the customer 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. Rackspace shall notify Customer when Customer has consumed all of the support hours for the DBA Services in a given month, at which point Customer is responsible for requesting that Rackspace halt the DBA Services or Rackspace shall continue performing the DBA Services. If Customer requests Rackspace provide DBA Services in excess of Customer's included hourly amounts, or if Rackspace is performing DBA Services as requested and Customer does not request Rackspace halt the DBA Services when Customer is notified that the included monthly hourly amounts have been reached, Rackspace shall issue additional hours in three hour blocks at the hourly rate identified on Customer's applicable order. Unused hours are not refunded and do not roll over to the following month. DBA Services do not include project planning or project management services, Rackspace professional services may be available for complex migration assistance.

5. SERVICE LEVEL AGREEMENT.

5.1. Five Minute Notification Time. Rackspace shall notify Customer via email or the customer portal ticketing system of Monitoring Alert(s) on the DB Server(s) within five minutes after the Monitoring Alert is generated.

5.2. Remedy. If Rackspace fails to meet the notification time SLA stated in this Section 5, Customer is entitled to a credit in the amount of 5% of Customer's monthly recurring fee for the affected DB Server per event, up to 100% of Customer's monthly fee for the affected DB Server(s).

5.3. Limitations on Credits.

(A) Minimum Requirements. The credits stated in this DBA Services SLA shall not apply to the extent Customer makes changes to the Customer Configuration, or otherwise cause or request any change that prevents Rackspace from providing the DBA Services or meeting this SLA. This SLA does not apply to NoSQL databases.

(B) Maintenance. Customer is not entitled to a credit for downtime or outages resulting from Maintenance. "Maintenance" means:

(i) Rackspace Maintenance Windows – upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure that Rackspace schedules 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 Customer's 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;

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

(C) Disabling or Removing of Monitoring or Security Services, Interference with Services. Customer shall notify us in advance if Customer plans to disable, block, or remove any monitoring element of the Customer Configuration or Hosted System for more than 30 minutes. Rackspace shall not issue Customer any credit for events that might have been avoided or mitigated if Customer had not disabled, blocked, or removed our monitoring or security elements, or otherwise interfered with Rackspace's ability to provide the Services. Monitoring and security elements include, without limitation, Microsoft Operations Manager, Microsoft Systems Management Server, Microsoft Active Directory, Winternals Defrag Manager, Dell OpenManage, Symantec, Nimbus, and ZENWorks.

(D) Extraordinary Events. Customer is not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within Rackspace's control, including spikes in network traffic or application utilization which are unpredictable utilizing Monitoring Services and substantially disproportionate from Customer's historical usage.

(E) Customer Breach of the Agreement. Customer is not entitled to a credit if Customer is in breach of the Agreement (including Customer's payment obligations to us) at the time of the occurrence of the event giving rise to the credit until Customer has cured the breach. Customer is not entitled to a credit if the event giving rise to the credit would not have occurred but for Customer's breach of the Agreement.

(F) Failure to Implement Configuration Requirements. Customer shall not be entitled to a credit if the event giving rise to the credit would not have occurred but for Customer's failure to implement the Configuration Requirements or otherwise address the issue in a manner which permits Rackspace to provide the DBA Services within five days of Customer's receipt of the Configuration Requirements, or such other time frame as stated in the Configuration Requirements.