



Computing as a Service Online Service Document

For purposes of this document, “Company” means International Business Machines Corporation including its applicable affiliates and subsidiaries (“IBM”).

- I. SERVICE DESCRIPTION: Computing as a Service (CaaS) provides Customer with access to the following services:
1. CaaS Utility Infrastructure. The CaaS Utility Infrastructure is a multi-tenant on-demand computing environment that allows Customer to create a computing infrastructure. That computing infrastructure will include hardware and Company-developed software at a Company-provided Data Center.
 2. CaaS Customer Management Portal. The CaaS Customer Management Portal is a web server based provisioning interface that allows the Customer to create Virtual Farms along with virtual and physical computing, storage and networking elements within the CaaS Utility Infrastructure.
 3. Data Center. A Data Center is the Company provided facility where the CaaS Utility Infrastructure is located.
 4. Virtual Farm. A Virtual Farm is an allocation of CaaS elements that includes the following: virtual firewall, virtual load balancer, a two-tiered network space that includes a DMZ network with up to 100 host IP addresses and a trusted network that is non-internet facing with up to 50 host IP addresses.
 - 4.1 Concurrent Connections.
 - 4.1.1 Concurrent connections limits: A Virtual Farm is capable of supporting three thousand nine hundred (3,900) concurrent connections. Each Internet connection established to the DMZ network of a Virtual Farm and each connection established between the DMZ network and the trusted network within a Virtual Farm counts as a concurrent connection. Customer acknowledges that attempting to establish more than three thousand nine hundred (3,900) concurrent connections for a standard Virtual Farm may result in dropped connections.
 - 4.1.2 Concurrent Connections Increases and Decreases. For an existing Virtual Farm, Customer may use the Customer Management Portal to increase or decrease Virtual Farm capacity, with the understanding that increases may not be available at all locations and Company reserves the right to limit additional capacity in allocating such concurrent connections. Any increase will incur additional charges.
 - 4.2 Other Limitations. In addition each Virtual Farm is only capable of supporting the maximum limitations noted in the following tables.

Table 1. Single Virtual Load Balancer Limits.

Resource	Max
Management connections (to-the-ACE traffic)	390
Proxy connections	4090

Static or dynamic network address translations (Xlates)	4090
Bandwidth (bytes per second)	595567532
Throughput (bytes per second)	597252540
Management traffic rate (bytes per second)	123750000
Connections rate (connections per second)	1268
Mac-miss rate	8
Inspect-conn rate	24
Acl-memory (bytes)	274200
Sticky (entries)	16356
Regular expression (regexp) memory	4089
Buffers for syslog messages	15360
Syslog rate	390

Table 2. Single Virtual Firewall Limits.

Resource	Max
Syslogs (messages per second)	120
Concurrent connections (through-the-firewall traffic)	3900
Static or dynamic network address translations (Xlates)	1022
Hosts (Hosts that can connect through the Firewall.)	1022
Conns (TCP or UDP connections between any two hosts, including connections between one host and multiple other hosts.)	663
Fixups (Application Inspection)	390

5. **Bastion Host.** A Bastion Host is a special purpose virtual machine optionally configured each Virtual Farm that provides access to Customer's Virtual and/or Physical Server(s) desktops within the virtual Farm. The Customer accesses the Bastion Host within a Virtual Farm via a remote desktop connection.

6. **Secure Access Virtual Machine.** Customer may build one secure access virtual machine (SAVM) per Data Center at no additional charge. The SAVM acts as an SSL VPN, and as a default provides access to certain remote desktop connections (either Windows or Linux) and allows Customer to create VPN connections to servers in Customer's Virtual Farms. Customer is allocated one SAVM and ten (10) concurrent connection licenses per Data Center at no additional charge and may allocate additional concurrent connection licenses at the Rates and Charges specified in Section IV, with the understanding that for concurrent connections greater than twenty-five (25) (i) no Service Level Agreement (SLA) remedy is available; and (ii) performance and availability may be affected and Customer may incur additional charges if Company determines that the number of concurrent connections is affecting the stability of the SAVM. Customer is responsible for managing its users and passwords on the SAVM.

At Customer's request, Company will provide Customer with administrative privileges to the SAVM that are in addition to the standard administrative privileges generally provided to Customer (Non-Standard Administrative Privileges to SAVM). If Company grants Customer Non-Standard Administrative Privileges to SAVM Customer acknowledges and agrees that any



configuration changes outside of the standard default configuration originally provided by Company are not supported by Company and no SLA remedy will be available to the extent caused by Customer's configuration changes. Customer requests for Company to support Customer's configuration changes may not be available.

7. Virtual Server. Customer may build a virtual server with a Company-provided Microsoft Windows Operating System, a Red Hat Linux Operating System or a SUSE Linux Operating System and choose the number of virtual CPUs and amount of virtual memory.
8. Physical Server. Choosing from preconfigured hardware solutions, Customer may build a physical server with a Microsoft Windows Operating System, a Red Hat Linux Operating System or a SUSE Linux Operating System. Certain preconfigured hardware solutions may not be available in all Data Centers.
9. Virtual Server Cloning. Customer may convert a previously-created Virtual Server containing a Customer-customized configuration into a Reference Server. A Reference Server is used to create additional Virtual Servers containing the Customer's customized configuration.
10. Server Clustering. Customer may interconnect two or more Physical Servers and Customer's operating systems to improve the reliability of certain applications utilized by Customer in the CaaS environment. The clustered hardware servers and Customer's operating systems may be configured to operate in an active-active or active-passive manner. Active-active refers to the all nodes actively executing the application(s). Active-passive refers to at least one of the nodes of the cluster actively executing the application(s) and the remaining node(s) are not executing an application.
11. Metered Internet Bandwidth (Per Mbps). Customer may connect a Virtual Farm to the public internet via Public IP connectivity at the charges specified in Section IV Rates and Charges. Customer may also request a Shared Remote Access Virtual Private Network (Shared VPN) for a Virtual Farm. The bandwidth consumed via public internet connectivity and Shared VPN Connectivity will be measured and Customer will be charged for such consumption at the 95th percentile threshold on a daily basis. Customer consumption of bandwidth will be aggregated to a single daily bandwidth usage charge. Daily bandwidth charges are aggregated to a single Monthly Mbps bandwidth usage charge. Customer may connect or disconnect a Virtual Farm from the public Internet at any time but will incur Charges for all Virtual Farms and all bandwidth consumed during a Service Day.
12. Remote Access Virtual Router. A Remote Access Virtual Router is a logical routing device that can enable communication between multiple Virtual Farms in addition to supporting other CaaS services including the Shared VPN and Network Ports.
13. Virtual Load Balancer. Using the CaaS Management Portal, Customer may select a Virtual Load Balancer to distribute IP network traffic among designated Servers within a Virtual Farm.
14. Shared Remote Access Virtual Private Network. Customer may request the configuration of a shared remote access virtual private network (Shared VPN) interface in conjunction with the Remote Access Virtual Router. The Shared VPN is a logical VPN solution. Customer's use of Mobile User and SSL are not supported on the Shared VPN.
15. Remote Access Port. Customer may request the configuration of a dedicated remote access port to be configured in conjunction with the Remote Access Virtual Router and also in conjunction with the Shared VPN. A dedicated remote access port is a Gigabit network port configured for Customer use with the Remote Access Virtual Router. Two ports must be



purchased for redundancy. Only network devices can be connected to a dedicated remote access port. Examples of network devices include firewalls, routers, and VPN appliances.

16. CaaS Cloud Services Interconnect for Private IP. Customer may request an interconnection between Customer-specific Virtual Farm(s) and Customer's existing Company Private IP Network (CS for PIP). Upon request for CS for PIP, Company will map a connection between Customer's specified Virtual Farm and Customer's Company Private IP Network across a Company-provided shared intra-datacenter network and service gateway router. Customer's CS for PIP will be logically separated from other Customer traffic. Customer may also select a physically redundant CS for PIP that uses an additional separate service gateway router. Customer will pay for Customer's CS for PIP Interconnection via the charges specified on an Order Form. Charges for CS for PIP will not count against aggregate total daily charges as specified in Section IV - Rates and Charges.
17. Storage Services. Customer may order additional storage resources beyond the boot volume size configured for the standard virtual and physical server configurations. Through the Customer Management Portal Customer may select serial attached disk drives, or if higher through-put is required, Customer may select fiber-attached disk drives from a Company provided fiber-based SAN solution at the Rates and Charges specified in Section IV.
18. Virtual Network Attached Storage (NAS) Service. Customer may build a Virtual NAS service which will allow multiple servers within a single facility in a Virtual Farm to connect to this file share. A Virtual Router is required if the NAS is to be shared across farms.
19. Backup Services. Customer may order optional CaaS Backup and Restore services for virtual and physical servers. The backup service includes regularly scheduled daily incremental and full weekly backup. Backup media is stored on-site for 14 days and off-site for 76 days for a total standard retention of 90-days.
20. Company Applications. A Company Application is software that utilizes an operating system provided by the Company, in conjunction with either a physical or virtual server, to perform its functions. A Company Application consists of software that the Company offers to the Customer and Customer may select and utilize within a Virtual Farm.
21. Customer Applications. A Customer Application is software that utilizes an operating system provided by the Company, in conjunction with either a physical or virtual server, to perform its functions. Customer Applications consist of software that Customer supplies to utilize within a Virtual Farm.
22. Licensing. The following limitations and restrictions apply to all licensed software used in connection with the CaaS Services as follows;
 - 22.1 Company-provided operating system licenses are mandatory for all Physical and Virtual Servers created by Customer.
 - 22.2 Company will provide licenses for available Company Application(s) specified in Section IV Rates and Charges. With the exception noted in Section 21.1 above Customer may provide Customer licensing for available Company Application(s) in Section IV Rates and Charges section and will not incur related licensing costs. In addition, Customer may request via the ICB process that Company provide licensing for applications not contained in Section IV Rates and Charges. Company will notify Customer of Company acceptance of ICB and charges associated with fulfilling the ICB request.

22.3 Company will charge Customer selecting Microsoft Standard and Microsoft Enterprise SQL Licenses from the Customer Management Portal as follows:

- 22.3.1 One full daily SQL License Charge for each Virtual Server containing 1-4 SQL Licenses selected and installed by the Customer.
- 22.3.2 Two full daily SQL License Charges for each Virtual Server containing 5-8 SQL Licenses selected and installed by the Customer.
- 22.3.3 One full daily SQL License Charge per CPU available on each Physical Server.

All instances of SQL Licensing deployed on Virtual and Physical Servers from the Customer Management Portal will be aggregated to a single Daily SQL Licensing usage Charge. Daily SQL Licensing Charges are aggregated to a single Monthly Charge on the Customer's invoice.

22.4 Customer Licensed Software. Customer or Company may install applications on the Server(s) created for use within Customer's CaaS Virtual Farm. Customer warrants and represents that Customer has all necessary rights of use required for all such software application(s) that Customer or Company at Customer's request may install on Server(s) in Customer's CaaS Virtual Farm.

23. Virtual Farm Management Service Options. Customer may choose self-management of CaaS Farms(s) and Server(s) selected using the CaaS Management Portal (Self Managed Virtual Farms) or Company management of CaaS Farm(s) and Server(s) selected using the CaaS Management Portal (Company Managed Virtual Farms).

23.1 Company will provide the following for both Self Managed Virtual Farms and Company Managed Virtual Farms:

23.1.1 Company will perform ongoing troubleshooting, diagnosis and resolution of problems for the CaaS Utility Infrastructure, including maintenance of the CaaS Utility Infrastructure and replacing failed hardware components.

23.1.2 Company will provide access to the Global Service Desk as described below.

23.1.3 Company will coordinate the initial installation, setup and configuration management of Virtual and Physical Servers including operating system software specified by the Customer in the CaaS Management Portal.

23.2 Self Managed Virtual Farms. Customer will use the CaaS Customer Management Portal to select and deploy a Self Managed Virtual Farm and to populate such Farm with Servers and Services as desired. Following deployment the Customer will be responsible for the installation, configuration, monitoring, management, patching and licensing of all Customer Applications.

23.3 Company Managed Virtual Farms. Customer will use the CaaS Customer Management Portal to select and deploy a Company Managed Virtual Farm and to populate such Farm with Servers and Services as desired. Following deployment Company will be responsible for the following;

23.3.1 Company will monitor the CaaS Virtual and Physical servers for CPU utilization, disk space utilization, memory utilization and operating system services of the Customer selected elements. Additionally, Company will respond to, diagnose



and resolve Company detected and Customer reported incidents based on the severity of such incidents.

23.3.2 Company will provide a Physical Server and Virtual Server Availability SLA to support the execution of Company Applications and Customer Applications within the CaaS Utility Infrastructure.

23.3.3 Company will respond to, diagnose and resolve Company detected and Customer reported incidents based on severity of such problems.

23.3.4 Company will apply critical software patches and updates to Company Applications and Company provided operating systems.

23.3.5 Company will provide Incident Management for Company Application(s) and Company provided operating systems specified in Section 6 – Virtual Servers and Section 7 – Physical Servers.

24. CaaS Security Infrastructure. Company will provide the following security controls for the Data Center and the CaaS utility Infrastructure.

24.1 Data Center Security

24.1.1 Company will provide and maintain 24x7 physical access controls to the Data Center.

24.1.2 Company will provide monitoring and surveillance of the Data Center.

24.1.3 Company will provide and monitor environmental controls.

24.1.4 Company will identify and track of access to the Data Center.

24.2 CaaS Utility Infrastructure Security

24.2.1 Company will provide the Customer with a network address space that includes trusted and public security zones.

24.2.2 Company will provide network intrusion detection.

24.2.3 Company will establish and maintain logical security for Physical and Virtual Servers, network and storage components utilized by Customer.

24.2.4 Company will provide a 2-factor authentication process that will be utilized for (1) initial access to the Bastion Host and Servers and (2) reissuing a lost or forgotten private key.

24.2.5 Company will provide Customer with private key for Virtual Farm(s). Customer will have responsibility to maintain the private key.

24.3 For Company Managed Virtual Farms, Company will:

24.3.1 Provide patch management of critical security patches to the operating system and Company Application(s).

24.4 For Self Managed Virtual Farms, Customer will be responsible for monitoring a Virtual Farm environment for impacting events.

24.5 Customer may select additional security services on an Order Form including but not limited to the following;

24.5.1 Anti Virus software

24.5.2 Multi Protocol Labeling System (MPLS) VPN

24.5.3 Online Guardian Services Firewall Services



- 24.5.4 Application Vulnerability Scanning
- 24.5.5 Distributed Denial of Service (DDoS) Services

25. CaaS Support and Maintenance. Company will provide Customer with the following Support and Maintenance:
- 25.1 Global Service Desk. For both Self Managed Virtual Farms and Company Managed Virtual Farms, Customer may open a support ticket on a 24x7 basis with the Company Global Service Desk via e-mail, telephone or the CaaS Customer Management Portal at no additional cost or unless as specified herein.
 - 25.2 Change Management Support. For both Self Managed Virtual Farms and Company Managed Virtual Farms, Company will perform Change Management Support as detailed within this Section for an additional cost outlined in Section IV Rates and Charges. Change Management Support is available after Customer has provisioned CaaS Services via the CaaS Management Portal.
 - 25.2.1 Standard Changes. Except as specified below, Standard Change Management Support tasks are predefined changes that can be executed without planning or review and have a published TTR and Execution Time. A list of Standard Change Management Support tasks that can be requested and generally performed within published TTR time periods is available at the Client Central portal at the following location: References>Technical Library>Incident and Infrastructure Management. Company reserves the right to modify TTR time periods and Execution Time periods at its sole discretion upon posting of such modifications to the Client Central portal. Upon a request made by an authorized Customer contact via e-mail or phone call to Company, Company will perform and Customer will pay for the requested Standard Change Management Support task without any additional written communication from the Customer except in the event that the Execution Time is expected to exceed ten (10) hours.
 - 25.2.2 Custom Changes. Custom Change Management Support tasks are requested tasks that are not included in the published Standard Change Management Support list. Custom Change Management Support tasks require 48-hours advance notice for planning, scheduling and review by Company Operations and will thereafter be performed at a mutually agreed upon time for scheduled tasks or at a time reasonably determined by Company for requests made by Customer where Customer does not require a specific completion time.
 - 25.2.3 Emergency Changes. Emergency Change Management Support tasks are any requested Standard or Custom Change Management Support tasks with a requested completion timeframe that is shorter than the published TTR for Standard Changes, sooner than the conveyed delivery timeframe for Custom Changes, or requested to be scheduled and executed in less than 48 hours. All Emergency Change Management Support tasks are subject to the availability of Company resources.
 - 25.3 Incident Management (Available for Company Managed Virtual Farms only). Incident Management is defined as Company management of Company-provided operating system and Company Applications selected by the Customer within a Company Managed Virtual Farm. Support for Company Applications may be limited to specific versions and/or releases of a Company application. Company will inform Customer via

e-mail of Company's inability to support a specific version or release of a Company application specified by Customer.

25.3.1 Company will provide the following support for Company Application(s):

- Initial Operating System installation
- Initial baseline Configuration Management.
- Operating System event monitoring and management
- Operating System critical patch management
- Root-cause analysis of system issues
- Initial installation of Company Application
- Initial baseline Configuration Management of Company Application
- Company Application event monitoring and management
- Company Application Patch Management

25.3.2 Customer may request Incident Management for Customer Applications. Customer Applications may be supported on an ICB as specified on an Order Form or via a request in the Customer Management Portal.

25.3.3 Incident Management support for a particular Company Application Tier means support only to a Company-provided server operating system and/or Company Application software specified in Section IV Rates and Charges.

25.4 Client Engineering Support. Customer in either Company Managed Virtual Farms or Self Managed Virtual Farms may order Client Engineering (CE) support hours. Company will provide a named client engineer during Company's business hours. Time spent preparing account status calls, technical and executive reviews will count against the hours in Customer's selected CE support hours. Technical account review means a review of the health of the supported configuration. It may include performance trending, ticket summary, Change Management Support, technical analysis and recommendations for site improvements and a summary of accomplishments and issues identified during the review period. Executive account review may include a review of account growth as well as major events, projects or changes in Customer's site usage. The review analyzes ticket data, capacity utilization and key performance metrics, and highlights open technical or business issues impacting the configuration.

25.5 Maintenance. Company may perform any routine or emergency maintenance that may limit the availability of the CaaS Utility Infrastructure and/or Customer's CaaS service(s). Company will provide a minimum of 10 business days advance notice (by reasonable prior electronic or other means) of any routine maintenance activities. Company will use reasonable efforts to schedule routine maintenance during the late evening and early morning hours with such hours based on the time zone of the Company's Data Center where Company provides CaaS. Any maintenance related to the CaaS Utility Infrastructure is mandatory and may not be deferred by Customer. Customer's ability to provision and modify CaaS Services may be impacted for brief periods during the application of such maintenance. With the exception of the CaaS Utility Infrastructure, Customer may defer the application of routine maintenance to its CaaS service(s) with the understanding that (i) Company at its sole discretion reserves the right to change the status of such maintenance from routine to emergency and apply immediately (ii) during such periods of deferral Customer will not be eligible for any credit due to a period of unmet Service level standard that is a result of the failure to apply the deferred maintenance and (iii) Customer agrees to pay for the deployment of routine maintenance at times other than Company's regular scheduled maintenance windows at



a rate specified in Section IV Rates and Charges. Company reserves the right to perform emergency maintenance, i.e., the application of critical patches, updates, or fixes that are generally defined as software modifications received from the software manufacturer that are recommended to be implemented immediately, or software/hardware modifications that repair or prevent an imminent threat of a CaaS impacting situation. Company will (i) use commercially reasonable efforts to schedule emergency maintenance during non-business hours and (ii) provide Customer with prior notice of such maintenance via e-mail or other communication.

II. DEFINITIONS: In addition to the following, the Online Definitions apply.

“ Execution Time” means the total time it takes to execute the task.

“ Order Form” is the form used by Company to document a request for services not generally included with CaaS.

“ TTR” means time to resolution.

III. FEATURES AND OPTIONS. There are no additional features or options.

IV. RATES AND CHARGES

1. Rates and Charges Definitions. For the purposes of this section, the following definitions apply:

“ GB” means gigabyte or gigabits.

“ ICB” means on an individual case basis

“ MRC” means monthly recurring charges,

“ NRC” means non-recurring charges

“ Object” means a server operating system and/or application software

“ Service Day” will mean a calendar day

“ Service Month” will mean the period between the 21st of a given month through the 20th of the following month.

2. Description. Rates and charges include NRCs, Monthly Commitment Level Charges, Daily Charges and other charges as specified herein. On an ICB, Company and Customer may agree to order support for a Customer Application that is not contained in the pricing table in this Section for higher associated MRCs as agreed to on an Order Form. Daily Charges are based on the Commitment Level of Service as specified below, and are charged by Service Day.

All activities associated with CaaS services including but not limited to the accrual of daily rates and charges are billed and tracked in the Customer Management Portal based on Coordinated Universal Time. Customer will begin to incur Rates and Charges immediately upon Company’s receipt of Customer’s provisioning request in the Customer Management Portal.

3. Commitment Level of Service. Customer may select from several available Commitment Levels of Service and Commitment Terms as specified on an Order Form(s).



- 3.1 Customers selecting Tier 1 Commitment Level of Service will be charged the aggregate total daily charges for all Service Days provisioned in the Customer Management Portal during the Service Month at the rates associated with the Commitment Level of Service and specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
 - 3.2 Customers choosing Tier 2-6 Commitment Level of Service will pay the greater of either 1) the Monthly Commitment Level Charge, or 2) the aggregate total daily charges for all Service Days provisioned in the Customer Management Portal and/or via the API during the Service Month at the rates associated with the Commitment Level of Service and specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
 - 3.3 Additional CaaS services may be available on an ICB and will be specified on an Order Form(s) including any Daily Charges, MRCs, or NRCs for such services. Once accepted by Company, Order Forms will become part, and subject to the terms and conditions for CaaS service in Customer's service agreement with Company. Unless otherwise agreed to in writing, the ICB CaaS services ordered via an Order Form will not count towards the aggregate total daily charges.
 - 3.4 After Company's receipt and processing of Customer's request for CaaS, Company will send an e-mail to Customer's named primary contact to coordinate a turn-over/training session. Company will, via e-mail, attempt for a total of three times to conduct such training session over a period of ten business days and after such period, Customer will begin to incur and pay for minimum Monthly Commitment Level Charges. If the turn-over/training session was not held, Customer must contact the Company Support Center to receive the credentials necessary to enter the Customer Management Portal.
4. Rates and Charges. The rates and charges specified in the CaaS Rates and Charges Table apply. In addition, the following terms and conditions apply for the following rates and charges:
- 4.1 Virtual Server Cloning Charges. During the period that a Virtual Server is designated as a Reference Server, only the per GB Daily Additional Allocated Storage Charges found in the CaaS Rates and Charges Table apply for such server, based on the amount of GBs required to store the Reference Server image. For Virtual Servers created/cloned from the Reference Server, the Daily Charges associated with such Virtual Servers apply. A Reference Server may be redeployed as a Virtual Server and in such an event the Daily Charges for such Virtual Server apply from the time of redeployment.
 - 4.2 Storage Service Charges. Storage service charges apply on a per GB basis as specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
 - 4.3 Virtual NAS Service Charges. NAS storage charges apply on a per GB basis as specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
 - 4.4 Backup Service Charges. Backup service charges apply on a per GB basis for data backed up. Company's performance of Customer requested data restoration is performed at the then-current Change Management hourly rate with the understanding that Company will charge Customer for a minimum of two (2) hours of Change Management at the then applicable rate for each such data restoration request.



Customer will not incur such charges when restoration is due to a failure caused by Company.

- 4.5 Company Managed Virtual Farm Incident Management Charges. Customers who choose Company Managed Virtual Farms will receive and pay for Incident Management support for Company Application Tiers A through J at the Daily Charge specified in the Guide for such Tiers. Customer will pay an Incident Management Daily Charge for each instance of an application or operating system.
- 4.6 Change Management Support Charges. In the event Customer performs changes to Customer's hosted configuration and such changes require Company to provide support in order to effectuate Customer's changes, Customer will pay Company for such Change Management Support. A minimum of 15 minutes will be billed for each Change Management Support task requested regardless of the minimum minutes spent on the particular task. Except for charges for Emergency Changes, Customers in both the Company Managed Virtual Farms and Self Managed Farms will pay the charge specified in the CaaS Rates and Charges Table for Change Management Support, based on the type of Change Management Support as follows.
- 4.6.1 Standard Changes. Standard Change Management Support changes are described in Section 24.2.1 herein and Customer will pay for an NRC for changes specified in the CaaS Rates and Charges Table.
- 4.6.2 Custom Changes. Custom Change Management Support changes are described in Section 24.2.2 herein and Customer will pay an NRC for such changes specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
- 4.6.3 Emergency Changes. Emergency Change Management Support changes are described in Section 24.2.3 herein and Customer will pay an NRC for such changes specified in the CaaS Rates and Charges Table available from Customer's IT Solutions Sales representative or Service Delivery Manager.
- 4.7 Client Engineering Support Charges. Customers will pay the monthly recurring charges ("MRC") for CE support, based on the CE support hours selected by Customer on an Order Form. CE support hours are the hours spent by Company's technical resources, in direct support of Customer in performing the functions listed above or as requested by Customer. Company will measure Customer's support level on a monthly basis and provide monthly reporting upon Customer's request. Company reserves the right to charge Customer for any CE support hours provided in a given month that exceeds Customer's selected CE support hours based on the rates specified in the Change Management Section billed in 15 minute increments. Company may charge Customer the rates specified in the Section on Emergency Change Management Support above if Customer makes an emergency request for CE support.
- 4.8 Other Charges. In addition to the charges shown above, the following charges apply:

Paper Invoice Charge

Convenience Payment Charge

- V. **TERMS AND CONDITIONS:** In addition to the Online Master Terms - Terms and Conditions of Service, the following terms and conditions apply:



1. Customer-Installed Software. Customer may install applications, including software, on the Server created for use with the CaaS Service. Customer warrants and represents, that Customer has all the rights needed to fulfill Customer's obligations under this Service Document.
2. Acceptable Use Policy. The Acceptable Use Policy (AUP) for Company's CaaS Services is located at **Acceptable Use Policy**. Customer understands that the AUP referenced at the above link will be applicable to the CaaS Services, notwithstanding any terms to the contrary in such AUP that is only applicable to Company Smart Centers.
3. Export. Customer acknowledges that any export, re-export, transfer or release of controlled software, technology, or source code that they undertake while using CaaS Service provided under the Agreement is regulated by the United States, European Union and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Regulations, EU Council Regulation No. 1334/2000 ("EU Dual-Use Regulation") and the rules and regulations promulgated by the various E.U. member states, and any other applicable laws or regulations. Customer shall not use CaaS Service to export, re-export, release, or transfer any software or technology subject to applicable export control regulations without first complying fully with all applicable law and obtaining any and all required licenses from US, EU and other governmental authorities.
4. Geographic Limitations. CaaS Service is offered to Customer only within those jurisdictions where Company (and its affiliates, subsidiaries, etc.) are permitted to perform CaaS Service under applicable local laws and regulations. If the foregoing conditions are not met in relation to CaaS Service, Company may decline to offer or terminate CaaS Service by notice in writing to Customer.
5. End User License Agreement. Customer will comply with the following end user license terms located at the following:

[Microsoft Software End User License Terms](#)

[Red Hat End User License Terms](#)

VI. SERVICE LEVEL AGREEMENT: The following Service Level Agreement (SLA) applies:

[Service Level Agreement](#)