

# PRODUCT SCHEDULE

## Cloud Servers

This Product Schedule (the "**Schedule**"), effective immediately and between Company and \_\_\_\_\_ ("**You**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between Company and You.

### 1. Company Services

- "Cloud Server System" means the Cloud Server service made available to customers to provide Cloud Server machine instances they can use in their operations in exchange for Cloud Server fees.
- "Cloud Server" means Your unique virtual machine instance available to you in exchange for the Cloud Server Fees.
- "Cloud Server Fees" means the fees for Your Cloud Server the server instance for the monthly billing period in which the failure occurred.
- "vCPU" means virtual CPU resource assigned to the Cloud Server virtual machine instance.
- "Memory" means the memory resource assigned to the Cloud Server virtual machine instance.
- "Storage" means the storage resource assigned to the Cloud Server virtual machine instance.
- "Server Migration" is a chargeable service assessed on creation of a server designated as a target for customer environment migration.
- "Backup Xweek GB" is a retention policy for the backup of a Cloud Server virtual machine instance.
- "MS SQL XYZ" means a product from the Microsoft SQL family of products, available for you to use on the Cloud Server virtual machine instance under the terms and conditions outlined below.
- "Additional IP address" means an additional public IP address that can be assigned to the Cloud Server virtual machine instance.
- "VPN Tunnels" means the ability to set VPN tunnels within the virtual network defined for the account where the Cloud Server virtual machine instance resides.
- "Additional Bandwidth fee" is a fee assessed for amount of outbound traffic in GB the Cloud Server virtual machine instance generated per month.

### 2. Restrictions

You shall not, for yourself or through any affiliate, agent, or other third party, extract images, software, or commercial licenses of Cloud Server machine instances outside of the Cloud Server System when those images have commercial software add-ons containing licenses provided by Company for the software to operate properly.

Company has the right during the term of the MSA, at its own expense and not more than once each calendar year, to audit Your processes, procedures, records, and other documentation relevant to establish Your compliance with the restrictions in this Section 2; provided that: (a) any such inspection and audit will be conducted at Your place of business during regular business hours with reasonable notice of the audit, in such a manner as not to interfere with Your normal business activities, and (b) if any audit should disclose a noncompliance by You, then You shall promptly take such actions as necessary to comply with this Section 2 and Company reserves the right to terminate the MSA or this Schedule immediately due to Your material breach.

### **3. Customer Pricing**

Details of service specific pricing as negotiated between You and Company can be accessed via the Host Pilot or other Company provided web portal.

### **4. General Terms**

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, the latter shall supersede and govern.

## **APPENDIX A. MICROSOFT SOFTWARE USE – TERMS AND CONDITIONS**

This document (hereinafter, “Appendix A”) concerns Your use of Microsoft software, which includes computer software provided to You by Company as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually or collectively “Licensed Products”). Company does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Company needs to inform You. Your right to use the Licensed Products is subject to Your agreement with Company, and to Your understanding of, compliance with and consent to the following terms and conditions, which Company does not have authority to vary, alter or amend.

### **DEFINITIONS.**

For purposes of this Appendix, the following definitions will apply:

“**Client Software**” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone”, or other electronic device.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Redistribution Software**” means software described in Paragraph 6 (“Use of Redistribution Software”) below.

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