

Managed Services and Enterprise Cloud Software Summary

This detail describes the minimum required software necessary to adhere to the described Terremark's software standards. Customer acknowledges that Terremark may install software necessary for the delivery of Services. This software includes, but is not limited to backup clients, monitoring agents, administrative utilities, etc. Customer shall not remove this software from Solution without express permission from Terremark. Any costs associated with the installation, maintenance, and licensing of this software is included in the Statement of Work.

Software Terms

With reference to Microsoft Software Products and/or Oracle Software installed in connection with the Agreement, Customer agrees to comply with the terms of the Microsoft End User License Addendum and/or End User terms for Oracle Software and to otherwise cooperate with Terremark to use the Microsoft Software Products and/or Oracle Software only as authorized by Microsoft and/or Oracle. If required by Microsoft and/or Oracle, Terremark reserves the right to modify the Microsoft End User License Addendum and/or End User terms for Oracle Software. Customer will be provided notice of any such modification. Customer acknowledges that the details may change based on changes to the services solution or unidentified requirements associated with custom solutions. Customer may utilize Customer's own Oracle software licenses in its use of Terremark services, to the extent that the terms and conditions applicable to such existing Customer-provided Oracle licenses permit such use.

With reference to RedHat Software Products, Customer hereby agrees to comply with all terms and conditions set forth in the "Customer License Terms Notice Regarding Use Of RedHat Software Products" as of the date hereof with respect to such RedHat Software Products as found at www.redhat.com/licenses, and to otherwise cooperate with Terremark to use the RedHat Software Products only as authorized by RedHat. Customer may request a copy of the RedHat terms from Terremark at any time. Customer acknowledges that the details may change based on changes to the services solution or unidentified requirements associated with custom solutions.

Enterprise Cloud Metered Subscription Software

Terremark will make available certain server deployment templates that include pre-licensed operating systems and/or pre-licensed applications (the "Software Products"). The Software Products are provided by Terremark using various licensing models such as "Per CPU", "Per Server Access License (SAL)", or Per Server and are billed based on Software Usage ("Software Product Increments") at the rates provided within the Enterprise Cloud Application. Prior to using the Software Products Customer agrees to accept the billing terms, prices, and all terms stated herein for each Software Product by placing a check in the acceptance box provided in the Enterprise Cloud user interface ("Software Use Acceptance").

Metered Subscription Software Usage

Metered Subscription Software Usage is defined as the Customer's consumption of Software Products for a given time period ("In-Use") with a defined Software Usage Commencement and Termination ("Software Usage"). The Software Usage Commencement is defined as an event where the Customer consumes the Software Products and changes the status of a given server(s) through the Enterprise Cloud Application to a successful "Powered On" state ("Software Usage Commencement"). The Software Usage Termination is defined as an event where the Customer changes that status of a given server(s) through the Enterprise Cloud Application to a successful "Powered Off" or "Deleted" state ("Software Usage Termination"). Terremark's Enterprise Cloud Application will be the sole entity for verification of a successful "Powered On", "Powered Off", or "Deleted" state for the purposes of measuring Software Usage. The quantity of Software Products In-Use during a Software Billing Cycle is equal to the sum of all individual servers that were successfully "Powered On" times the maximum number of Software Product Increments in use by Customer.

Metered Subscription Software Billing

Terremark will bill Customer in arrears for Software Usage during a given Software Billing Cycle according to prices provided within the Enterprise Cloud Application. The billing cycle for Software Usage is defined as commencing on the first day of the given calendar month prior to the current billing cycle at 00:00:00 Coordinated Universal Time ("UTC") through the last day in that calendar month ending at 23:59:59 UTC ("Software Billing Cycle").

Terremark may change the prices charged to Customer for such Software Products on 30 days' prior written notice due to increases in the prices charged by vendor.