



## ARC-P Cloud Services Agreement

This ARC-P™ Cloud Services Agreement (this "**Agreement**") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between Autonomic Resources, a CSRA Company ("**Autonomic**," "**we**," "**us**," or "**our**") and you or the entity you represent and any of its affiliates that order Services ("**you**"). The term "**Agreement**" also includes the Services Description, the Statement of Work, and the Policies, as such terms are defined below. This Agreement takes effect upon your (a) execution of a hardcopy of this Agreement, (b) acceptance of this Agreement pursuant to an on-line order process, or (c) if earlier, when you commence using the Services (the "**Effective Date**"). You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the express legal authority to bind that entity. Please see Section 15 for definitions of certain capitalized terms used in this Agreement.

### 1. Background

- 1.1** Autonomic owns the hardware and software comprising the ARC-P™ infrastructure as a service (IaaS) offering that supplies computing power, storage and networking infrastructure located in the continental United States to Federal, State, local and tribal government users on demand using a multi-tenant government cloud computing environment.
- 1.2** Based on the **Federal Information Security Management Act (FISMA)** security categorization of "High" and the Federal Risk and Authorization Management Program (FedRAMP) Security Assessment Process, the Joint Authorization Board has granted Autonomic a Provisional Authorization for the ARC-P™ system.
- 1.3** You desire to obtain Services from Autonomic and make available the Services to End Users, subject to and in accordance with the terms and conditions of this Agreement.
- 1.4** You understand that a government agency with which you desire to contract may impose additional controls and requirements on you to meet its particular security and privacy requirements.

### 2. Use of the Service Offerings.

- 2.1 Generally.** You may access, use and make available the Service Offerings to End Users in accordance with this Agreement and the Statement of Work during the term hereof. Service Level Agreements may apply to certain Service Offerings. You will adhere to all obligations, laws, rules, regulations, and authorizations applicable to your use of the Service Offerings, including without limitation the Service Terms, the Acceptable Use Policy, the other Policies as defined in Section 15 and any additional requirements imposed by a government agency with which you contract.
- 2.2 Your Accounts.** To access the Services, you will be given a RSA Token and Username and granted access through the ARC-P multi-factor authentication portal. RSA Tokens cannot be shared and is for individual use only. All users will need to have their own RSA Tokens. You are responsible for all activities that occur under your accounts, regardless of whether the activities are undertaken by you, your employees or End Users, or another third party (including your customers, contractors or agents) and, except to the extent caused exclusively by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to or through your accounts. In addition to any reporting requirement you may have to the Government, you will contact us immediately if you believe an unauthorized third party may be using an account or if your account information is lost or stolen. You may terminate your accounts and this Agreement in accordance with Section 9.
- 2.3 Third Party Content.** Third Party Content, such as software applications provided by third parties, may be made available directly to you or your End User, by other companies or individuals under separate terms and



## ARC-P Cloud Services Agreement

conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, the use of any Third Party Content by you or any End User is at your or your End User's sole risk.

### 3. Changes.

**3.1 To the Service Offerings.** We may change, discontinue, add to or limit any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings within five (5) business days.

**3.2 To the APIs (when offered).** We may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

**3.3 To the Service Level Agreements.** We may change, discontinue or add Service Level Agreements from time to time; we will notify you five (5) business days in advance of a change. We reserve the right to not send notification if the SLA is being enhanced over and above the current metrics.

**3.4 To the Statement of Work.** Subject to subsections 3.1-3.3, any changes to the Statement of Work shall be mutually agreed upon in writing by you and Autonomic and documented in an amendment to the Statement of Work.

**4. Security and Data Privacy.** All ARC-P security and data privacy measures and practices are substantially in accordance with the FEDRAMP certification requirements under which the ARC-P environment operates. Autonomic makes no other or additional security or data privacy representations nor are any such representations implied. You and your End Users' responsibilities for security and data privacy are set forth in Schedule 5.1 (ARC-P) attached hereto and made a part hereof.

**4.1 Autonomic Security.** Without limiting Section 12 or your obligations under Section 5, we shall generally, substantially and in good faith follow the FedRAMP security guidelines and security guidance to secure against accidental or unlawful loss, access or disclosure of content. When no FedRAMP procedural guides are available, we shall implement generally accepted industry best practices for IT security. Your Content will be stored in one or more data centers located in the continental United States. We may add or remove data centers during the course of this Agreement.

Under the default ARC-P environment configuration, external access to a customer's public IP space is limited to traffic originating from IP address sources located within the United States and Canada. All other international traffic is discarded by ARC-P's edge intrusion detection and prevention systems.

**4.2 Data Privacy.** We will comply with the privacy requirements specified by FedRAMP. Without limiting the generality of the preceding sentence, all information and data used, gathered, created or stored pursuant to this Agreement shall be treated as Sensitive but Unclassified (SBU) and will only be disclosed to authorized personnel on a need-to-know basis. We will ensure that appropriate administrative, technical and physical safeguards are established to ensure that the security of this information is properly protected. We will store Your Content at our ARC-P™ CONUS data center(s). We will not move Your Content from the ARC-P™ CONUS data center(s) without notifying you, unless required to comply with the law or requests of governmental entities. If we move Your Content from the ARC-P™ CONUS data center(s), we will protect Your Content to the



## ARC-P Cloud Services Agreement

same extent as we would protect our proprietary information and trade secrets. You consent to our collection, use and disclosure of information associated with the Service Offerings in accordance with the FedRAMP privacy requirements and to the processing of Your Content in, and the transfer of Your Content into, the ARC-P™ CONUS data center(s). Our use of any of Your Content that is subject to the Privacy Act will be in accordance with all rules of conduct applicable to Privacy Act Information. Financial data and personally identifiable information (PII) shall be protected against unauthorized access, disclosure, modification, theft or destruction. We shall ensure that our facilities that house our IaaS infrastructure are physically secure, and we will comply with applicable government personnel security requirements.

**4.3 Reporting.** If we discover new or unanticipated threats or hazards to the security, integrity or confidentiality in the ARC-P™ infrastructure, or if existing safeguards have ceased to function, we will report it in accordance with FedRAMP requirements.

### 5. Your Responsibilities

**5.1** You acknowledge and accept the security and data privacy responsibilities set forth in the Customer Responsibilities matrix attached as Schedule 5.1 (ARC-P) and shall require each of your End Users to acknowledge and accept such Customer Responsibilities.

**5.2 Agency Authority to Operate.** You may be required to implement additional controls to meet specific agency requirements and to obtain agency authority to proceed. You will be solely responsible for meeting additional agency requirements before utilizing any Services under this Agreement with respect to any such agency.

**5.3 Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- (a) the technical operation of Your Content, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
- (b) compliance of Your Content with the Acceptable Use Policy, the other Policies, and applicable laws and regulations;
- (c) any claims relating to Your Content; and
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

**5.4 Rules of Behavior.** You must execute and submit to us the External Rules of Behavior, and you shall require each End User to execute the External Rules of Behavior before allowing such End User to access the Services.

**5.5 Other Security and Backup.** You and/or your End User(s) are responsible for properly configuring and using the Service Offerings and, except to the extent expressly required of Autonomic pursuant to its FedRAMP Provisional Authorization taking steps to maintain appropriate security, protection and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving of Your Content. ARC-P™ log-in credentials and private keys generated by the Services are for

your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

**5.6 End User Violations.** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, to the extent allowed by applicable law or regulation, you will immediately terminate such End User's access to Your Content and the Service Offerings.

**5.7 End User Support.** You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

## 6. Support

**6.1 Support to You.** Autonomic will provide contact, ticket and service management services through our support ticketing system. You will be provided voice, web based and email incident reporting formats, proactive alarming at multiple levels, and a knowledge management repository with ticket status available to you. Support to you includes:

- 24x7 level support for the Cloud infrastructure environments;
- Problem management – creation and management of problem work order for recurring incidents or identified trends; and
- IOC operations.

Support to you and performance specifications are further outlined in the Service Level Agreement (SLA) attached as Schedule 6.1.

**6.2 Data Maintenance.** Autonomic will allow you to backup and archive your data. If you or an End User require non-standard data back-up and archive procedures, we will use commercially reasonable efforts to meet these requirements and you shall be invoiced for the cost of any additional infrastructure components and related services at then applicable rates. Autonomic does not do file level back-up of end user data.

**6.3 Updates.** Autonomic reserves the right, as reasonably necessary or convenient for Autonomic's own purposes or to improve the quality of the Services, or to implement required changes directed by FedRAMP, to change components of its IaaS infrastructure and access procedures and to implement other improvements to, or otherwise maintain, the Service.

**6.4 Interruptions.** You acknowledge and agree that Autonomic may interrupt the Service from time to time to resolve system availability issues and implement updates. Insofar as practicable, Autonomic shall give you at least twenty-four (24) hours' notice of any interruption.

## 7. Fees and Payment



## ARC-P Cloud Services Agreement

**7.1. Service Fees.** We calculate and bill Service fees and charges monthly and in accordance with the terms of the Statement of Work. We may bill you more frequently for fees accrued if we suspect that your account is at risk of non-payment or is fraudulent.

**7.2 Payment Terms.** You will pay us the applicable fees and charges for use of the Service Offerings as described in the Statement of Work using one of the payment methods we support. All Service fee amounts due and payable to Autonomic hereunder shall be remitted by you within thirty (30) days after receipt of the applicable Autonomic invoice. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the ARC-P™ Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

**7.3 Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including any VAT and applicable sales tax. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 8. Temporary Suspension

**8.1 Generally.** We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

(a) your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings of any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other Autonomic customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

(b) you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days; or

(c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

**8.2 Effect of Suspension.** If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension;

(b) you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

(c) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension; and

(d) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 9.

## 9. Term; Termination

**9.1. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 9.2.

### 9.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by (i) providing us notice, (ii) closing your account for all Services for which we provide an account closing mechanism, and (iii) payment of all fees through date of closing. We may terminate this Agreement for any reason by providing you 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause upon 30 days' advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you or any End User results in a suspension described in Section 8.1, (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (C) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (D) in order to comply with the law, a court order, or requests of governmental entities including without limitation the revocation of our FedRAMP Provisional Authorization, (E) if you are suspended or debarred from doing business with the Government for any reason, or (F) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.

### 9.3. Effect of Termination.

(a) Generally. Upon any termination of this Agreement:

(i) all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;



## ARC-P Cloud Services Agreement

(iii) you will immediately return or, if instructed by us, destroy all Autonomic Content in your possession; and

(iv) Sections 5.2, 7.4, 9.3, 10 (except the license granted to you in Section 10.5), 11, 12, 13, 14 and 15 will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 9.2(b), during the 30 days following termination:

(i) we will not erase any of Your Content as a result of the termination;

(ii) you may retrieve Your Content from the Services only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and

(iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers and will notify applicable Government End Users of termination. Any additional post-termination assistance from us is subject to mutual agreement by you and us and Time and Material Charges may apply.

### 10. Proprietary Rights

**10.1 IaaS Infrastructure.** All right, title and interest in and to the IaaS infrastructure is vested in Autonomic and, if applicable, its licensors. No proprietary rights in the IaaS Infrastructure shall pass to or be claimed by you as between you and Autonomic. Autonomic, shall be the sole owner of all inventions, discoveries, improvements, or enhancements relating to the IaaS infrastructure and the Services.

**10.2 Your Content.** As between you and us, you, your licensors or End Users own all right, title, and interest in and to Your Content. Except as provided in this Section 10, we obtain no rights under this Agreement from you, your licensors or End Users to Your Content, including any related intellectual property rights. You consent to our use of Your Content solely to provide the Service Offerings to you and any End Users. We may disclose Your Content to provide the Service Offerings to you or any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders). Your Content shall be deemed Your Confidential Information which shall be subject to the provisions of Section 14.1.

### 10.3 Unauthorized Use.

(a) You agree to notify Autonomic immediately of the unauthorized access to or use of any component of our IaaS infrastructure or the Services to which you are given access under this Agreement and of other information made available to you under this Agreement, by any person or organization not authorized by or pursuant to this Agreement to have such possession, use or knowledge. You will promptly furnish full details of such access and/or use to us, will assist in preventing the recurrence of any such access and/or use, and will cooperate with us, at our expense, in any litigation against third parties deemed necessary by us to protect our proprietary rights. Your compliance with this Section shall not be construed in any way as a waiver of any right by Autonomic to recover damages or obtain other relief against you for any act or omission which may have resulted in the unauthorized access to or use of any component of our IaaS infrastructure or the Services.

(b) Autonomic agrees to notify you immediately of the unauthorized possession, use, or knowledge of any of Your Content furnished to Autonomic by or through you or otherwise accessible by Autonomic under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or

knowledge. Autonomic will promptly furnish full details of such possession, use or knowledge to you, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with you, at your expense, in any litigation against third parties deemed necessary by you to protect your proprietary rights.

**10.4 Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Services Offerings will violate the Acceptable Use Policy.

**10.5 Service Offerings License.** As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. We grant you a limited, revocable, non-exclusive, non-transferrable license to do the following during the Term: (i) access, use and make available to your End Users the Services solely in accordance with this Agreement; and (ii) copy and use the Autonomic Content solely in connection with your permitted use of the Services. Except as provided in this Section 10.5, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.

**10.6 License Restrictions.** Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) transfer, resell or sublicense the Service Offerings, except that you may make available the Service Offerings to End Users that are Government agencies. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use the Autonomic Marks in accordance with the Trademark Use Guidelines.

**10.7 Suggestions.** If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

## 11. Indemnification.

**11.1. By You.** You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your Autonomic accounts and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law or regulation by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User or any third party (except as provided in



paragraph 11.3). If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

**11.2 Process.** We will promptly notify you of any claim subject to Section 11.1, but our failure to promptly notify you will only affect your obligations under Section 11.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

**11.3 By us.** Autonomic will defend, indemnify, and hold harmless you, your affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third party claim alleging that the Services or the Autonomic Content infringe or misappropriate third-party intellectual property rights. Autonomic's obligation to indemnify you under this subsection expressly excludes any instance where the alleged infringement is based on the use of the Services or the Autonomic Content in combination with Your Content if such claim would have been avoided but for such combination.

## 12. Limited Warranty; Disclaimers.

**12.1 Limited Express Warranty.** Autonomic warrants that, during term of this Agreement, the Services will not deviate materially from the Documentation and will comply in all material respects with the FedRAMP requirements applicable to the Services Offerings.

**12.2 Disclaimers.** THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF, AND WE AND OUR AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## 12.3 Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, GOVERNMENT DIRECTIVES OR ACTIONS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST

OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

### **13. Modifications to the Agreement.**

Subject to Section 3.4, we may modify this Agreement (including any Policies) at any time by posting a revised version on the ARC-P™ Site ([www.autonomicresources.com](http://www.autonomicresources.com)) and notifying you in accordance with Section 14.7. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the ARC-P™ Site regularly for modifications to this Agreement.

### **14. Miscellaneous.**

#### **14.1 Confidentiality and Publicity.**

(a) You may use Autonomic Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose Autonomic Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Autonomic Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

(b) We may use Your Confidential Information only in connection with our provision of the Service Offerings under this Agreement. We will not disclose Your Confidential Information during the term or at any time during the 5-year period following the end of the Term. We will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Your Confidential information, including, at a minimum, those measures we take to protect our own confidential information of a similar nature. We will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings. We will not misrepresent or embellish the relationship between us and you (including by expressing or implying that you support, sponsor, endorse, or contribute to us or our business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

**14.2 Force Majeure.** Neither you nor we and our affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the affected party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**14.3 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services. Nothing in this Agreement shall be deemed to make us a subcontractor to you for purposes of any contract into which you may enter with the U.S Government, or a state, local or tribal government entity. No provisions from any such contract into which you may enter shall be deemed to flow down to, or otherwise be incorporated into, this Agreement.

**14.4 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**14.5 U.S. Government Rights.** The Service Offerings are provided to you in order that you may furnish your services and products to the U.S. Government and other state, local and tribal government entities. They are offered as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data"; provided, however, that nothing in this Agreement shall be construed as transferring to you or any Government entity any right, title or license to our patents, technical data, trade secrets, copyrights or trademarks. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**14.6 Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content and the provision of Your Content to End Users.

**14.7 Notice.**

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the ARC-P™ Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the ARC-P™ Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact Autonomic as follows: (i) by facsimile transmission to (919) 653-5599; or (ii) by personal delivery, overnight courier or registered or certified mail to Autonomic Resources, LLC, 200 Cascade Point Lane, Suite 103, Cary, NC27513. We may update the facsimile number or address for notices to us by posting a notice on the ARC-P™ Site ([www.autonomicresources.com](http://www.autonomicresources.com)) Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**14.8 Assignment.** You will not assign this Agreement, or delegate or, except as expressly provided herein, sublicense any of your rights under this Agreement without our prior written consent. Any assignment or transfer in violation of this Section 14.8 will be void and constitute a material breach of this Agreement for purposes of Termination for Cause. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**14.9 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**14.10 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**14.11 Governing Law; Venue.** The laws of the State of North Carolina, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. Any dispute relating in any way to the Service Offerings or this Agreement will be adjudicated in any state or federal court in Wake County, North Carolina. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**14.12 Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 4 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**14.13 Audits.** You shall afford us or a third-party auditor, upon reasonable notice and during business hours, access to your books and records associated with this Agreement for the purpose of conducting periodic or special audits as may be required of us by a Government entity. You also shall cooperate with any Government audit or investigation that may arise with respect to your participation under this Agreement.

**14.14 Demonstrations.** You will not represent Autonomic Resources, or demonstrate the ARC-P™ environment, in any meetings, briefings or otherwise without our prior written consent. You shall coordinate the scheduling of any briefings and demonstrations through our administrative office using the contact information herein.

**15. Definitions.**

**"Acceptable Use Policy"** means the policy terms relating to the acceptable use of ARC-P.

**"API"** means an application program interface.

**"Autonomic Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Autonomic Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Autonomic Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Autonomic Confidential Information.

**"Autonomic Content"** means Content we or any of its affiliates make available in connection with the Services or on the ARC-P™ Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. Autonomic Content does not include the Services.

**"Autonomic Marks"** means any trademarks, service marks, service or trade names, logos, and other designations of Autonomic and its affiliates that we may make available to you in connection with this Agreement.

**"ARC-P™"** means the Autonomic Resources Cloud Platform and any successor or related site designated by us.

**"Content"** means software (including machine images), data, text, audio, video, images or other content.

**"Documentation"** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by us from time to time.

**"End User"** means any individual, entity or Government that directly or indirectly: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own Autonomic account, rather than your account.

**"Government"** means the United States Federal, State, local or tribal government or agencies, as applicable.

**"Policies"** means the Acceptable Use Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the Autonomic Content and on the ARC-P™ Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the ARC-P™ Site.



## ARC-P Cloud Services Agreement

"**Service**" means each of the web services made available to you by us or our affiliates, including those web services described in the Service Terms.

"**Service Level Agreement**" means the service level agreements that we offer with respect to the Services as described in Schedule 6.1, as they may be updated by us from time to time.

"**Service Offerings**" means the Services (including associated APIs), the Autonomic Content, the Autonomic Marks, the ARC-P™ Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.

"**Service Terms**" means the rights and restrictions for particular Services. As such, they may be updated by us from time to time.

"**Site Terms**" means the terms of use. As such, they may be updated by us from time to time.

"**Statement of Work**" means a written document approved by you and Autonomic that sets forth with specificity the Services required by you and the pricing for such Services. A Statement of Work shall be subject to the terms and conditions of this Agreement and be incorporated herein by reference, whether or not it is physically attached hereto.

"**Suggestions**" means all suggested improvements to the Service Offerings that you provide to us.

"**Term**" means the term of this Agreement described in Section 9.1.

"**Third Party Content**" means Content made available to you by any third party on the ARC-P™ Site or in conjunction with the Services.

"**Trademark Use Guidelines**" means the guidelines and license, as they may be updated by us from time to time.

"**Your Confidential Information**" means all nonpublic information disclosed by you, your affiliates, business partners or your or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Your Confidential Information includes: (a) nonpublic information relating to you or your affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that you are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Your Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to us at the time of our receipt from you, (iii) is received from a third party who did not acquire or disclosure the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by us without reference to Your Confidential Information.

"**Your Content**" means Content you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account(s) or otherwise transfer, process, use or store in connection with your account(s).



Schedule 5.1

ARC-P Security and Data Privacy – Customer Responsibilities

The following controls are the responsibility of the customer to:

1. Understand
2. deploy; and
3. maintain control effectiveness

The term “customer” shall mean and include the party contracting directly with Autonomic Resources pursuant to the Cloud Services Agreement to which this Schedule 5.1 is attached and that party’s End Users.

Customer Responsibilities

ARC-P customers should review all ARC-P customer responsibilities. If there are any questions with regard to ARC-P customer responsibilities, please contact the GCS ARC-P ISSO or your assigned GCS account manager.

Ref #	Customer Responsibility
1	The customer appointed contact or contract POC is responsible for identifying customer-approved users for the ARC-P Portal and specifying access privileges for each user (Provisioning, Billing). The customer POC may send these to GCS via agreed upon secure method or enter a support request ticket within the GCS ticketing system.
2	The ARC-P customer appointed contact or contract POC is responsible for identifying new ARC-P accounts and creating requests to create, modify, disable or remove existing ARC-P accounts in the GCS ticketing system for authorized customer users.

3	<p>Public IP addresses for customer use within the ARC-P environment are managed and provisioned using the ARC-P customer portal. Public IP addresses can be requested and configured using the interface available to all customer accounts. The ARC-P management system does not allow for assigning request public IP addresses directly to customer virtual machines but, after provisioning, assigns the public IP to the specified customer VPC vRouter that provides edge connectivity from the customer’s internal network tiers to the public Internet. Public IPs that are attached to the customer’s private VPC vRouter can be translated through to internal virtual machines allowing for the external publishing of specified internal services without exposing the virtual machine to the public Internet directly. Port translation and access control configuration governing the types of traffic allowed through these public IP addresses can be performed directly through the standard customer portal. All translation and access control configuration relating to public IP addresses assigned to a customer is the sole responsibility of the customer. Additional service hardening for virtual machines that are externally accessible is also the sole responsibility of the customer and care should be taken whenever exposing a server or service to externally sourced traffic. Internal traffic between virtual machines on the same network tier does not pass through the VPC vRouter and therefore is not filtered using the portal-based access control tools. A host-based firewall solution should be used on any virtual machine that requires access control within a local subnet. All virtual machine based firewall configuration is the sole responsibility of the customer.</p>
4	<p>The ARC-P customer is responsible for separating the duties of customer-approved users to the ARC-P Portal as necessary. The ARC-P customer should document separation of duties for customer approved ARC-P Portal users and implement separation of duties through requested ARC-P Portal access accounts.</p>
5	<p>The customer appointed contact or contract POC is responsible for identifying customer agency approved users for the ARC-P Portal and specifying access privileges for each user.</p>



6	<p>Public IP Network -- Configuring public IPs for virtual machines -- GCS allows clients to configure VPC vRouters that act as the edge protection device for their cloud environment. Public IP addresses are provisioned by the customer through the ARC-P cloud services portal. Public IP addresses are assigned directly to the edge VPC vRouter and cannot be assigned directly to a customer virtual machine. All public IPs are assigned to the VPC vRouter and services can be published using standard destination NAT rules to make ports/internal IPs reachable from the public Internet if necessary. Firewalling and access control takes place on the VPC vRouter and it is the customer's responsibility to secure and properly configure the mechanisms governing control of their network traffic. In this model the VPC vRouter provides multiple services acting as a firewall/gateway/router/VPN endpoint appliance.</p> <p>Customer Virtual Networks (CVN) -- Creating and Configuring CVNs -- The ARC-P Cloud Services Portal allows for CVNs (also called Network Tiers) to be created and managed so that clients can create a virtual DMZ or additional internal CVNs. Once created, a client can create network interfaces on their virtual machines attached to that CVN. IP addressing within the CVN is the client's responsibility and facilitated through the ARC-P cloud services portal.</p> <p>TIC compliance – The customer agency is responsible for ensuing agency defined TIC process are followed and any Internet bound traffic is routed through a defined and approved agency TICAP. GCS can assist agencies with resources on how to create VPN connections to agency TICAPs using VPC vRouters for VPN and routing configuration.</p>
7	<p>The customer is responsible for reviewing the ARC-P FedRAMP Security Authorization Package and separately assessing and authorizing any controls deferred to the customer relating to shared touch points included in the ARC-P authorization boundary and any customer applications leveraging the ARC-P infrastructure.</p>
8	<p>It is the ARC-P customer's responsibility to request Telecommunications Service Priority for ARC-P customer environments that may support national security emergency preparedness. The ARC-P customer point of contact may request Telecommunications Service Priority by contacting their GCS Support Team customer advocate or by contacting the ARC-P ISSO.</p>
9	<p>For ARC-P Portal customer access, the GCS ARC-P customer appointed contact is responsible for obtaining authorization from customer organizational officials account creation requests for ARC-P customer users.</p>
10	<p>The GCS ARC-P customer appointed contact is responsible for distribution of RSA SecurID hardware tokens to ARC-P customer users. The GCS ISSM distributes all ARC-P customer RSA SecurID token to the ARC-P customer appointed contact. The ARC-P customer appointed contact is responsible for further distributing token to customer users ensuring the correct RSA SecurID token is assigned to the correct customer user and verifying their identity.</p>
11	<p>While assigned to customer approved ARC-P users, those users are responsible for protecting RSA SecurID tokens for ARC-P access from unauthorized disclosure and modification.</p>

12	ARC-P Cloud Service Portal access is defined in IA-2. Once a user authenticates via RSA SecurID two-factor authentication, they are presented with an additional username and password prompt for the ARC-P Cloud Services Portal. The ARC-P Cloud Services Portal provides the ARC-P customer management access of their ARC-P virtual environment for the purpose of creating, monitoring, and destroying virtual machines. The ARC-P Cloud Services Portal does not support requiring strong or complex passwords beyond 8 characters. The ARC-P customer creates the initial password for this account. It is the customer's responsibility to ensure created passwords, meet the FedRAMP HIGH baseline requirements.
13	The GCS ARC-P customer appointed contact is responsible for distribution of RSA SecurID hardware tokens to ARC-P customer users. The GCS ISSM distributes all ARC-P customer RSA SecurID token to the ARC-P customer appointed contact with both accounts and tokens disabled via trackable shipping method. The ARC-P customer appointed contact is responsible for further distributing tokens to customer users ensuring the correct RSA SecurID token is assigned to the correct customer user and verifying their identity.
14	It is the GCS cloud offering customer's responsibility to identify specific information involved in an information system contamination. Upon discovery of an information spillage incident, the customer should immediately contact the GCS ISSM with information regarding the identified information and/or systems involved in the spillage as well as the degree of sensitivity (security category or classification level) of information involved in the spillage. The GCS ISSM, along with the GCS CIRT Coordinator, will then enact the GCS Incident Response Plan and notify GCS CIRT Team members as appropriate and notify the assigned FedRAMP ISSO and FedRAMP Cybersecurity Program Manager.
15	<b>ARC-P SDC Customers:</b> The ARC-P ISSO, as part of the monthly physical access authorization review, sends the current list of authorized individuals for ARC-P SDC customer private cages to the ARC-P SDC customer appointed point-of-contact. It is the ARC-P SDC customer's responsibility to review the list of physical access authorizations for their ARC-P SDC private cage monthly. Any changes in access authorizations should be submitted to GCS in the form a support ticket in the GCS ticketing system.
16	<b>ARC-P SDC Customers:</b> It is the ARC-P SDC customer's responsibility to request access authorization removal for ARC-P SDC customer staff when access to the customer's ARC-P SDC private cage is no longer required. The ARC-P SDC customer appointed point-of-contact may request physical access authorization removal by creating a support ticket in the GCS ticketing system.
17	The customer point of contact is responsible for advising GCS immediately upon any agency employee termination or transfer for users with GCS cloud offering access. Upon notification, GCS will disable both the user account and RSA SecurID token. The customer POC may advise GCS by creating a support request ticket in the GCS ticketing system.

18	Customers should separately categorize their data in agreement with FIPS 199 and NIST 800-60 to ensure that the security category of information types collected, processed, or stored in the ARC-P provided infrastructure does not exceed HIGH impact for confidentiality, integrity, and/or availability.
19	Customer Virtual Networks (CVN) – Creating and Configuring CVNs – The ARC-P Cloud Services Portal allows for CVNs to be created so that clients can create a virtual DMZ or a dedicated private CVN for their ARC-P virtual environment. A customer CVN can only be created and provisioned for use by that customer through the ARC-P Cloud Services Portal. Once the CVN has been provisioned the customer can create network interfaces on their virtual machines and attach them to the newly created CVN. IP addressing within the CVN is the customer’s responsibility and is at their discretion. Internal subnet address management is facilitated through the ARC-P Cloud Services Portal GUI.
20	<p>DNS and DNSSEC are the responsibility of the ARC-P customer. It is the customer’s reasonability to ensure their virtual name/address resolution systems:</p> <ul style="list-style-type: none"> <li>• Provides additional data origin and integrity artifacts along with the authoritative data the system returns in response to name/address resolution queries</li> <li>• When operating as part of a distributed, hierarchical namespace, provides the means to indicate the security status of child subspaces and (if the child supports secure resolution services) enable verification of a chain of trust among parent and child domains.</li> <li>• Performs data origin authentication and data integrity verification on the name/address resolution responses the system receives from authoritative sources when requested by client systems.</li> <li>• Provide name/address resolution service for an organization and are fault-tolerant and implement internal/external role separation.</li> </ul>
21	Encryption for Data at Rest and the management of encryption keys for that data is the responsibility of the ARC-P customer. It is the customer’s responsibility to ensure their data is encrypted within their individual ARC-P virtual machines. GCS encourages the ARC-P customer to utilize standard operating system, vendor and/or any 3rd party provided software based encryption tools.

### Schedule 6.1

#### ARC-P Service Level Agreement

Autonomic Resources Cloud Platform (ARC-P) (Government Community and Private) is a FedRAMP accredited high availability solution with up to 99.9% uptime. The cloud-service model provides for physical or virtual machines, as well as other resources. ARC-P assures interoperability and support for multiple hypervisor images. Agency virtualized images can be imported and exported from the ARC-P environment at agency request. ARC-P can support large numbers of agency virtual machines with the ability to scale services up and down according to agency customers' varying requirements.

This allows Autonomic to maintain an RPO, Recovery Point Objective, of 60 minutes and an RTO, Recovery Time Objective, of 60 minutes in the case of a drastic redundant failure. Most single failure scenarios allow for instant or near instant recovery with little to no downtime. Provisioning Time Objective for provisioning new infrastructure through the web user interface is dependent on the size of the machine that is being provisioned. A typical machine can be provisioned in less than 10 minutes. This time may vary if the customer is trying to provision an uncommonly large machine.

Autonomic Resources maintains two sites in an ACTIVE/HOT STAND-BY configuration; Ashburn, VA and Atlanta, GA. With the ACTIVE/HOT STAND-BY system in two separate data centers, the entire stack is replicated every sixty minutes. If the system loses an entire data center, ARC-P can maintain normal operations without having to pull from a stored back up.

Autonomic provides Internet bandwidth at the minimum of 100Mbps, which can be quickly increased to 1Gbps when needed.

Autonomic will utilize appropriate cloud and systems engineers to standardize and consolidate the environment, ensure all points of integration are maintained, and the environment is optimized through automation and virtualization. Autonomic will utilize appropriate tools and utilities enhanced with open source utilities for managing the environments.

Autonomic provides system availability 24x7x365 Incident and Problem management services using a combination of 24x7 Integrated Operation Center (IOC), a National Help Desk, and manufacturer service utilities. We provide contact, ticket and service management through our support ticketing system. We will provide voice, web based and email, incident reporting formats, proactive alarming at multiple levels, and a knowledge base repository with ticket status available to the Customer. In addition, Autonomic provides:

- 24x7x365 support for the production environments
- Active monitoring and management of incident ticket queues
- Root cause analysis for all critical events
- Problem and Event management

## Support ticket response:

### Severity 1 (Critical) – 1 Hour

Having Business Critical Impact: A system/component is inoperable or a critical interface has failed. This indicates the customer is unable to use the platform, resulting in a critical impact on operations and requiring an immediate resolution. Severity 1 applies to production environments only and can encompass issues involving connectivity, firewall, VPN, VMs and certain login issues.

### Severity 2 (Urgent) – 4 Hours

Having Significant Business Impact: A system/component is severely restricted. This indicates the system/component can be used, but is severely limited in its use. This priority level can encompass issues involving firewall, VPN, VMs and various networking issues.

### Severity 3 (High) – 1 Day

Having Moderate Impact: A non-critical system/component is malfunctioning. This indicates the system/component is usable, but with limitations, causing moderate business impact. This priority level can encompass issues involving firewall, VPN VMs and login issues.

### Severity 4 (Normal) – 5 Days

Minimal Impact: These requests are non-critical and cause minimal impact. This priority level can also include technical questions, billing issues or requests for additional disk space, IP addresses or additional user accounts.

### Severity 5 (Low) – 10 Days

No Impact: This priority level indicates that there is no business impact and can include technical questions or billing issues

Note: Resolution time targets are stated in “Business Days”