RACKSPACE GLOBAL SERVICES AGREEMENT

This Rackspace Global Services Agreement ("**GSA**" or "**MSA**") is between Rackspace (as defined in Section 1), and the customer ordering the Rackspace Services/identified in the Service Order ("**Customer**" "**Client**" or "**you**") each a "**party**" and together the "**parties**".

1 DEFINED TERMS. The following words, when capitalized, have the meaning stated:

"**Affiliate**" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for the purposes of this definition, control of more than a fifty percent interest in an entity.

"**Agreement**" means, collectively, this GSA and any applicable Service Order, Product Terms, or other addenda which govern the provision of Services.

"**Business Day**" means Monday through Friday, excluding public holidays, in the country whose laws govern the Agreement.

"**Confidential Information**" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.

"**Customer Configuration**" means an information technology system which is the subject of the Services or to which the Services relate. The term "**Hosted System**" may be used to describe a Customer Configuration provided by Rackspace for your use at a Rackspace data center.

"**Customer Data**" or "**Client Content**" means all data which you receive, store, or transmit on or using the Customer Configuration.

"**Deliverables**" means the tangible or intangible materials which are prepared for your use in the course of performing the Services and that are specifically identified in a Service Order as Deliverables and described therein.

"**Intellectual Property**" means patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights.

"**Sensitive Data"** means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data); PII (or other like term) under applicable data protection or privacy law and includes information that by itself or combined with other information can be used to identify a person; (ii) trade secrets; (iii) financial records; and (iv) other sensitive, regulated, or confidential information.

"**Product Terms**" or "**Service Schedule(s)**" means additional terms and conditions incorporated in a Service Order which contain additional product-specific obligations.

"**Rackspace**" or "**we**" means the Rackspace Affiliate identified in the Service Order, or if none is identified: (i) Rackspace US, Inc. if your primary billing address is located in the United States or (ii) Rackspace International GmbH if your primary billing address is located outside of the United States.

"**Rackspace Configuration Requirements**" means those specifications identified by Rackspace as required to perform the Services, such as a required reference architecture or software version as described in your Service Order or Product Terms.

"**Representatives**" means a party's respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents.

"**Services**" means the Rackspace services identified in a specific Service Order. Services which are provided on an on-going basis over a defined term are referred to as "**Recurring Services**" and Services which are provided on a one-off basis are referred to as "**One Time Services**".

"**SLA**" means any provision providing a specified credit remedy for an identified failure to deliver or provide the Services to the identified standard.

"**Service Order**" or "**Order Form**" means the document which describes the Services you are purchasing, including any online order, process, API or tool through which you request or provision Services.

"**TPS Agreements**" means those agreements for products and services provided by third parties, which are entered into directly between Customer and such third party. TPS Agreements are separate and independent from this Agreement, and Rackspace is not a party to and is not responsible for the performance of any TPS Agreements.

2 SERVICES

2.1 General. Rackspace will provide the Services in accordance with the Agreement and all laws applicable to Rackspace. Rackspace's obligation to provide Services is contingent on verification that you at all times satisfy Rackspace's credit approval criteria. Rackspace shall have no obligation to provide Services for Customer Configurations which do not meet the Rackspace Configuration Requirements. Rackspace will provide support only to those individuals designated in your customer portal and is not required to provide any support directly to your end users.

2.2 Use Limitations. Customer may use the Services for commercial purposes only and may not use the Services in any situation where failure or fault of the Services or the Customer Configuration could lead to death or serious bodily injury of any person or physical or environmental damage.

2.3 Unsupported & Test Services. Rackspace may designate Services as "non-standard", "reasonable endeavours" or "best efforts", or with like designation (collectively "**Unsupported Services**"). Rackspace makes no representation or warranty with respect to Unsupported Services except that it will use good faith efforts as may be expected of technicians having generalized knowledge and training in information technology systems. Rackspace shall not be liable to you for any loss or damage arising from the provision of Unsupported Services and SLAs shall not apply to Unsupported Services, or any other aspect of the Customer Configuration that is adversely affected by Unsupported Services. If you use any Services that have been designated as a "Test", "Beta" or "early access" or with like designation then your use of those Services is subject to the terms set out at https://www.rackspace.com/information/legal/testterms.php.

3 CUSTOMER OBLIGATIONS

3.1 General. Customer will enable Rackspace's reasonable method for access to the Customer Configuration for the purpose of performing the Services and invoicing. You must cooperate with Rackspace's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account

permissions, billing, and other account information up to date. You agree that your use of any Customer Configuration provided by Rackspace will comply with the Acceptable Use Policy found at http://www.rackspace.com/information/legal/aup (the "**AUP**"). You agree that you are solely responsible for the suitability of the Services and your compliance with any applicable laws, including export laws and data privacy laws.

3.2 Data Backup. Rackspace shall only back up data to the extent stated on a Service Order. It is the Customer's responsibility to ensure the integrity and security of Customer Data and to regularly backup and validate the integrity of backups of Customer Data on an environment separate from the Customer Configuration.

4 SECURITY. Rackspace shall provide the Services in accordance with the security practices found at http://www.rackspace.com/information/legal/securitypractices.php and any additional security specifications identified in the Service Order or Product Terms. Customer must use reasonable security precautions in connection with its use of the Services, including appropriately securing and encrypting Sensitive Data stored on or transmitted using the Customer Configuration; and take appropriate measures to otherwise prevent access to Sensitive Data by Rackspace where Rackspace's access to the premises, systems or networks managed or operated by Customer may result in its exposure. Customer Data is, and at all times shall remain, your exclusive property. Rackspace will not use or disclose Customer Data except as materially required to perform the Services or as required by law.

5 INTELLECTUAL PROPERTY
5.1 Pre-Existing. Each party shall retain exclusive ownership of Intellectual Property created, authored, or invented by it prior to the commencement of the Services. If you provide Rackspace with your pre-existing Intellectual Property ("**Customer IP**"), then you hereby grant to Rackspace, during the term of the applicable Service Order, a limited, worldwide, non-exclusive, non-transferable, royalty-free, right and license (with right of sub-license where required to perform the Services) to use the Customer IP solely for the purpose of providing the Services. You represent and warrant that you have all rights in the Customer IP necessary to grant this license, and that Rackspace's use of such Customer IP shall not infringe on the Intellectual Property rights of any third party.

5.2 Created by Rackspace. Unless otherwise specifically stated in the applicable Service Order, and excluding any Customer IP, Rackspace shall own all Intellectual Property created as part of providing the Services or contained in the Deliverables. Unless otherwise specifically stated in the Agreement, and subject to your payment in full for the applicable Services, Rackspace grants to you a limited, non-exclusive, non-transferable, royalty-free right and license (without the right to sublicense) to use any Deliverables, and during the term of the Service Order any Intellectual Property (excluding any Third Party Software and any Open Source Software), provided to you by Rackspace as part of the Services for your internal use as necessary for you to enjoy the benefit of the Services.

5.3 Open Source. In the event we distribute any open source software to you as part of the Services (for example Linux, OpenStack, and software licensed under the Apache, GPL, MIT or other open source licenses, collectively "**Open Source Software**") then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict with this GSA the terms of the applicable open source license shall control.

5.4 Third Party Software. Rackspace may provide third party software for your use as part of the Services or to assist in our delivery of the Services ("**Third Party Software**"). Unless otherwise permitted by the terms of the applicable license you may not: (i) assign, grant or transfer any interest in the Third Party Software to another individual or entity; (ii) reverse engineer, decompile, copy or modify the Third Party Software; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third

Party Software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing this Agreement. You may only use Third Party Software provided for your use as part of the Services (identified on the Service Order) on the Customer Configuration on which it was originally installed, subject to any additional restrictions identified in the Product Terms or Service Order. You are prohibited from using Third Party Software which we install in order to assist our delivery of the Services. Upon termination of the Service Order, you will permit removal of the Third Party Software. Rackspace makes no representation or warranty regarding Third Party Software except that Rackspace has the right to use or provide the Third Party Software and that we are in material compliance with the applicable license.

5.5 Customer Provided Licenses. If you use any non-Rackspace provided software on your Customer Configuration you represent and warrant to Rackspace that you have the legal right to use the software. If Rackspace has agreed to install, patch or otherwise manage software in reliance on your license with a vendor then you represent and warrant that you have a written license agreement with the vendor that permits Rackspace to perform these activities. On Rackspace's request you will certify in writing that you are in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement, and will provide evidence of your compliance as we may reasonably request. If you fail to provide the required evidence of licensing to Rackspace, and continue to use the software, we may: (i) charge you its standard fee for the use of the software in reliance on Rackspace's licensing agreement with the vendor until such time as the required evidence is provided or (ii) suspend or terminate the applicable Services.

5.6 Infringement. If the delivery of the Services infringes the intellectual property rights of a third party and Rackspace determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Deliverable such that they do not infringe, then Rackspace may terminate the Service Order on ninety days' notice and will not have any liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of Deliverables deemed infringing).

6 FEES
6.1 Fees. Fees are due within thirty days from the invoice date. If you have arranged for payment by credit card or ACH, Rackspace may charge your card or account on or after the invoice date. If your undisputed payment is fifteen days or more late Rackspace may suspend the Services and any other services you receive from Rackspace on written notice. Rackspace shall undertake collection efforts prior to suspension. Invoices that are not disputed within one hundred and twenty days of the invoice date are conclusively deemed accurate. Fees must be paid in the currency identified on the Service Order. Fees shall be paid without setoff, counterclaim, deduction or withholding. Rackspace may charge interest on overdue amounts at the greater of 1.5% per month or the maximum legal rate, and may charge you for any cost or expense arising out of our collection efforts.

6.2 Fee Increases. Unless stated to the contrary in this Agreement, Rackspace may increase the fees on ninety days advance written notice following the expiration of the initial term or any Renewal Term of a Service Order (including during any Auto-Renewal Term). If at any time a third party license provider directly or indirectly increases the fee they charge Rackspace for your use of Third Party Software, Rackspace may increase your fees by the same percentage amount on ninety days advance written notice ("**Third Party Fee Increases**"). If you continue to use any Services following termination of the Agreement or Service Order, you shall be responsible for payment of fees for such Services at Rackspace's then-current market rates.

6.3 Taxes. All amounts due to Rackspace under the Agreement are exclusive of any value added, goods and services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "**Tax**"). You must pay Rackspace the Tax that is due or provide Rackspace with satisfactory evidence of your exemption from the Tax in advance of invoicing.

You must provide Rackspace with accurate and adequate documentation sufficient to permit Rackspace to determine if any Tax is due. All payments to Rackspace shall be made without any withholding or deduction for any taxes except for withholding (or similar) taxes imposed on income that may be attributable to Rackspace in connection with its provision of the Services that you are legally required to withhold and remit to the applicable governmental or taxing authority ("**Local Withholding Taxes**"). You agree to timely provide Rackspace with accurate factual information and documentation of your payment of any such Local Withholding Taxes. Rackspace shall remit such cost to you in the form of a credit on your outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes.

6.4 Reimbursement for Expenses. Unless otherwise agreed in the Service Order, if any of the Services are performed at your premises you agree to reimburse Rackspace for the actual substantiated out-of-pocket expenses of its Representatives.

7 DISCLAIMERS

7.1 We make no commitment to provide any services other than the Services stated in the Service Order. Rackspace is not responsible to you or any third party for unauthorized access to your Customer Data or for unauthorized use of the Services that is not solely caused by Rackspace's failure to meet its security obligations in Section 4 (Security). Rackspace disclaims all responsibility for any situation where the security, availability or stability of the Services is compromised by (i) actions of the Customer or any end user; (ii) software provided by the Customer; or (iii) any actions taken by Rackspace which are requested by the Customer and not based on the advice or recommendation of Rackspace.

7.2 At Customer's request Rackspace may provide services that are not required by the Agreement, any such services shall be provided AS-IS with no warranty whatsoever.

7.3 Rackspace and its Representatives disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose and non-infringement.

7.4 Rackspace makes no representation or warranty whatsoever regarding Open Source Software or with regard to any third party products or services which we may recommend for your consideration.

8 TERM AND TERMINATION

8.1 Term. This GSA shall continue until terminated in accordance with its terms or the termination of the final Service Order, whichever is the later. Unless otherwise stated in the Agreement, or where the parties enter into a renewal agreement for a fixed term extension of the Service Order term ("**Renewal Term"**), Service Orders for Recurring Services shall automatically renew following the initial term for consecutive rolling ninety day auto-renewal terms (each, an "**Auto Renewal Term**") unless either party provides the other with written notice of non-renewal at least ninety days prior to the expiration of the then current term.

8.2 Termination for Convenience. For Recurring Services, unless otherwise stated in the Agreement, Customer may terminate all or part of any Service Order for convenience at any time by giving Rackspace at least ninety days advance written notice; subject to an early termination fee equal to the monthly recurring fee times the number of months remaining in the then current term of the Service Order for the Services that have been terminated.

8.3 Termination for Cause. Either party may terminate the Agreement or the affected Service Order(s) for cause on written notice if the other party materially breaches the

Agreement and, where the breach is remediable, does not remedy the breach within thirty days of the non-breaching party's written notice describing the breach.

8.3.1 If following suspension of your Services for non-payment your payment of any invoiced undisputed amount remains overdue for a further ten days, we may terminate the Agreement or the applicable Service Order(s) for breach on written notice.

8.3.2 Either of us may terminate this GSA and the Service Order(s) on written notice if the other enters into compulsory or voluntary liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action which the other party reasonably believes means that it may be unable to pay its debts. Notwithstanding anything to the contrary in the Agreement, the fees for the Services through the conclusion of all Service Order(s) shall become due immediately in the event Rackspace terminates the GSA in accordance with this Section.

9. CONFIDENTIAL INFORMATION. Each party agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, the exercise of its legal rights under this Agreement, or as required by law, and will use reasonable care to protect Confidential Information from unauthorized disclosure. Each party agrees not to disclose the other's Confidential Information to any third party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this GSA; (ii) as required by law; or (iii) in response to a subpoena or court order or other compulsory legal process, provided that the party subject to such process shall give the other written notice of at least seven days prior to disclosing Confidential Information unless the law forbids such notice.

10 LIMITATIONS ON DAMAGES
10.1 Direct Damages. Notwithstanding anything in the Agreement to the contrary, except for liability arising from: (i) death or personal injury caused by negligence, (ii) willful misconduct, (iii) fraudulent misrepresentation or (iv) any other loss or damages for which such limitation is expressly prohibited by applicable law, the maximum aggregate monetary liability of Rackspace and any of its Representatives in connection with the Services or the Agreement under any theory of law shall not exceed <u>the greater of</u> (i) an amount equal to six (6) times the fees payable by the Customer for the Services that are the subject of the claim in the first month in which fees are charged under this Agreement; or (ii) total amount paid for the Services that are the subject of the claim in the twelve months immediately preceding the event(s) that gave rise to the claim.

10.2 Indirect Damages. Neither party (nor any of our Representatives) is liable to the other for any indirect, special, incidental, exemplary or consequential loss or damages of any kind. Neither of us is liable for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages or for any loss of profits, data, revenue, business opportunities, customers, contracts, goodwill or reputation.

10.3 SLA Credits. The credits stated in any applicable SLA's are your sole and exclusive remedy for Rackspace's failure to meet those guarantees for which credits are provided. The maximum total credit(s) for failures to meet any applicable SLA's for any calendar month shall not exceed one hundred percent of the then current monthly recurring fee for the Services. Credits that would be available but for this limitation will not be carried forward to future months. You are not entitled to a credit if you are in breach of the Agreement at the time of the occurrence of the event giving rise to the

credit until you have remedied the breach. No credit will be due if the credit would not have accrued but for your action or omission.

11 INDEMNIFICATION

11.1 If we, our Affiliates, or any of our or their Representatives (the "**Indemnitees**" or "Indemnified Parties") is faced with a legal claim by a third party arising out of your actual or alleged: willful misconduct, breach of applicable law, failure to meet the security obligations required by the Agreement, breach of your agreement with your customers or end users, breach by you of your TPS Agreement, any claim related to an assertion of transfer of an employment relationship to Rackspace, violation of the AUP, or your breach of Section 5 (Intellectual Property) then you will hold Rackspace harmless and pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other penalty that is imposed on the Indemnitees as a result of the claim. Your obligations under this Section include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Customer Configuration, and any person who gains access to the Customer Configuration as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you.

11.2 We will choose legal counsel to defend the claim, provided that the choice is reasonable and is communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, which may not be unreasonably withheld, delayed or conditioned. You must pay costs and expenses due under this Section as we incur them.

12 NOTICES. Your routine communications to Rackspace regarding the Services should be sent to your account team using the customer portal. To give a notice regarding termination of the Agreement for breach, indemnification, or other legal matter, you must send it by electronic mail and first-class post to:

legalnotice@rackspace.com
General Counsel
Rackspace US, Inc.
One Fanatical Place, City of Windcrest
San Antonio, Texas 78218
MAIL STOP: US109-2301

Rackspace's routine communications regarding the Services and legal notices will be posted on the customer portal or sent by email or post to the individual(s) you designate as your contact(s) on your account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

13 PUBLICITY, USE OF MARKS. Unless otherwise agreed in the Service Order, Customer agrees that Rackspace may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement, use the Rackspace name or logo or other identifying indicia, or publicly disclose that it is using the Services without Rackspace's prior written consent.

14 ASSIGNMENT/SUBCONTRACTORS. Neither party may assign the Agreement or any Service Orders without the prior written consent of the other party except to an Affiliate or successor as part of a corporate reorganization or a sale of some or all of its business,

provided the assigning party notifies the other party of such change of control. Rackspace may use its Affiliates or subcontractors to perform all or any part of the Services, but Rackspace remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if Rackspace performed the Services itself. Customer acknowledges and agrees that Rackspace Affiliates and subcontractors may be based outside of the geographic jurisdiction in which Customer has chosen to store Customer Data and if legally required the parties will enter into good faith negotiations of such agreements as are necessary in order to legitimize the transfer of Customer Data.

15 FORCE MAJEURE. Neither party will be in violation of the Agreement (excluding the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, terrorism, or other events beyond such party's reasonable control.

16 GOVERNING LAW

16.1 If you are contracting with (i) Rackspace US, Inc. or Datapipe, Inc. or Datapipe Government Solutions, Inc., or (ii) Rackspace International GmbH and your primary address is in the United States, Latin America (including the Caribbean) or Canada, then the Agreement is governed by the laws of the State of Texas, USA, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America including the Federal Arbitration Act, 9 U.S.C. §1, *et seq*. Any dispute or claim relating to or arising out of this Agreement shall be submitted to binding arbitration. The arbitration shall be conducted in the state and county (or equivalent geographic location) of the non-asserting party's principal business offices in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") in effect at the time the dispute or claim arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce an arbitration award. Neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Either party shall be permitted to appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect at the time the dispute or claim arose. Grounds for vacating the award shall include, in addition to those enumerated under the Federal Arbitration Act, that the arbitrator committed errors of law that are material and prejudicial. The appeal shall be determined upon the written documents submitted by the parties, with no oral argument. After the appellate rights described herein have been exercised or waived, the parties shall have no further right to challenge the award.

16.2 If you are contracting with Rackspace International GmbH and your primary address is in Australia, or if you are contracting with Rackspace Hosting Australia PTY LTD, then the Agreement is governed by the law of New South Wales, Australia and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia.

16.3 If you are contracting with Rackspace International GmbH and your primary address is in Hong Kong, or if you are contracting with Rackspace Asia Limited or Datapipe Asia Limited, then the Agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

16.4 If you are contracting with Datapipe Singapore Pte. Ltd. then the Agreement is governed by the laws of the Singapore and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of Singapore.

16.5 If you are contracting with Rackspace International GmbH and Sections 16.1 to 16.3 are not applicable to you, or if you are contracting with Rackspace Limited or Datapipe Europe Limited, then the Agreement is governed by English law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales.

16.6 Notwithstanding any exclusive jurisdiction provision above, you agree that Rackspace may seek to enforce any judgment anywhere in the world where you may have assets. No claim may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

16.7 The prevailing party in any action or proceeding relating to this Agreement shall be entitled to recover reasonable legal fees and costs, including attorney's fees.

17 MISCELLANEOUS

17.1 Some terms are incorporated into the Agreement by reference to pages on the Rackspace website and we may revise those terms from time to time (including this GSA). Such revisions will be effective and supersede and form part of the Agreement as of the time (i) you enter into a new Service Order referencing the terms subject to the revisions or (ii) a Service Order automatically renews pursuant to the Agreement in which case you acknowledge that you have reviewed and accept the then-current version of the terms as of the date of the renewal. If there is a conflict between the terms of the Agreement, the documents will govern in the following order: the Service Order, the Product Terms, and this GSA. The headings or captions in the Agreement are for convenience only. If over time you enter into multiple agreements for a given Customer Configuration (for example to add additional components or services) then the most recent terms referenced in the Service Order(s) will govern the entirety of the Services for the given Customer Configuration.

17.2 Unless otherwise expressly permitted in the Agreement the terms of the Agreement may be varied only by a written agreement signed by both parties that expressly refers to the Agreement. A Service Order may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence (including via the Rackspace ticketing system) that includes the express consent of an authorized individual for each of us. The pre-printed terms of your purchase order or other business form or terms that you provide shall be void and of no effect.

17.3 If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. The use of the word "including" means "including without limitation". Other than Representatives for the purposes of Sections 7, 10, & 11 or as otherwise specifically designated "Third Party Beneficiary" there are no third party beneficiaries to the Agreement.

17.4 The following provisions shall survive expiration or termination of this GSA: Intellectual Property, Confidential Information, Indemnification, Limitation on Damages, Governing Law,

Notices, Miscellaneous, all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination, or requiring you to pay an early termination fee, and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

17.5 The Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral.

RACKSPACE DEDICATED HOSTING PRODUCT TERMS

These Product Terms apply to the Rackspace dedicated hosting services in the Managed Colocation, Managed, Intensive and Rackspace Private Cloud service levels/segments (your selected service level/segment is identified on your Service Order).

1. ADDITIONAL DEFINED TERMS
"**Control Plane**" means a given set of connected, functioning OpenStack nodes with the primary function of running central logging or one or more OpenStack control services required to interact with and manage the compute, storage and networks of a single private cloud system or a single private cloud deployment in collection of multiple connected or disconnected private cloud deployments.

"**Service Commencement Date**" means the date on which we provide you with logical access to your Hosted System.

"**Support**" means: (i) the management of the Hosted System by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in providing the Services; (ii) availability of live support twenty four hours per day, seven days per week, year round; (iii) any specific support services described in the Service Order; and (iv) use of the customer portal. You may request support by opening a support ticket via your customer portal or by contacting your account team by phone, chat or email.

"**The Fanatical Support Promise®**" means the Rackspace commitment stated at http://www.rackspace.com/information/legal/fanatical-support-promise.

"**Valid API Response**" means (i) an acknowledgement or connection to the API consistent with its functionality or (ii) a "401 Unauthorized" response.

"**Valid API Error**" means (i) a HTTP 5xx server error response to a Valid API Request or (ii) no response to a Valid API Request because the API is down.

2. **DEPLOYMENT.** You must promptly provide all reasonably requested information and assistance to facilitate Rackspace's deployment of your Services. The initial term of the Service Order begins on the Service Commencement Date and, unless otherwise explicitly stated in your Service Order, Rackspace may provide you logical access to your Hosted System immediately upon deployment completion. Unless explicitly stated in your Service Order, we do not guarantee a deployment timeframe but will use reasonable efforts to deploy the components of your Service Order promptly. If your Service Order provides a "Deployment Guarantee," we will deploy the components described in the Service Order within the timeframe stated in the Service Order, provided that you promptly provide all information that we reasonably request from you to complete deployment. Components are deemed deployed as of the Service Commencement Date. Your sole and exclusive remedy for our failure to meet a Deployment Guarantee shall be a credit equal to the amount of the fee paid for the Deployment Guarantee, or if none was charged, the set-up fee stated in the Service Order for the affected component(s). You are not entitled to a credit if you request or cause the deployment delay.

3. **SYSTEM ADMINISTRATION**. For Services in the Managed Colocation service level, Rackspace will not have logical access to your Hosted System or provisioned virtual machines. For Services in the Rackspace Private Cloud service level Rackspace will only have access to

administer the OpenStack and host operating system elements of the Hosted System. For Services provided in the Managed Colocation or Rackspace Private Cloud service levels, except for any additional Support Services you purchase, you are responsible for administering all aspects of your Hosted System, including application and virtualization licensing, guest operating systems, DNS, and network and storage appliances.

4. INFRASTRUCTURE SLA'S

4.1 <u>Network SLA</u>. We guarantee that our Data Center Network will be available 100% of the time in a given month, excluding Maintenance.

The "**Data Center Network**" means the portion of the network extending from (but excluding) the outbound port on your Hosted System's edge device to the outbound port of the data center border router and includes Rackspace managed switches, routers, and cabling.

You are entitled to a credit of 5% of the monthly fee for the affected components of the Hosted System for each 30 minutes of Data Center Network unavailability (measured from the time a trouble ticket is opened until the connectivity is restored), up to 100% of your monthly fee for the affected components of the Hosted System.

4.2 <u>Infrastructure SLA</u>. We guarantee that A/C power to the components of your Hosted System will be available 100% of the time in a given month and that data center temperature and humidity will be maintained within the "allowable ranges" as identified in the ASHRAE TC 9.9 standards ("**HVAC Standards"**) excluding Maintenance.

Infrastructure downtime exists when components of the Hosted System are unable to function due to lack of power or a failure to maintain the HVAC Standards, measured from the time a trouble ticket is opened until the affected component(s) are powered back on. Device power supply hardware functionality is not included in this SLA (see Section 4.3 <u>Hardware SLA</u>).

You are entitled to a credit of 5% of the monthly fee for the affected components of the Hosted System for each 30 minutes of infrastructure downtime, up to 100% of your monthly fee for the affected components of the Hosted System.

4.3 <u>Hardware SLA</u>.
4.3.1 <u>Servers, Firewalls, Load Balancers</u>. Hardware repair or replacement is guaranteed to be complete within one hour of problem identification for servers, firewalls and load balancers, except that repair or replacement of hardware which fails but does not result in a total loss of functionality will be scheduled with you.

You are entitled to a credit of 5% of the monthly fee for the affected component(s) per additional half-hour of delay replacing failed hardware which results in a total loss of functionality, up to 100% of your monthly fee for the affected component(s).

4.3.2 <u>Storage Devices & Replication Appliances</u>. "**Storage Device**" means Storage Area Network (SAN), Network Attached Storage (NAS) and Direct Attached Storage (DAS) devices. If a Storage Device or a Replication Appliance is unavailable due to a hardware failure, Rackspace will have a technical specialist and necessary parts onsite to begin repairs within 6 hours of problem identification.

If your Storage Device or Replication Appliance is unavailable as a result of hardware failure and Rackspace fails to meet the guarantee in this Section 4.3.2, you are entitled to a credit of

5% of the monthly fee for the affected Storage Device/Replication Appliance per half hour delay in beginning repairs (after the initial 6 hours).

4.3.3 These Hardware SLA's exclude the time required to rebuild or reconfigure the Hosted System, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, and reload operating systems and applications.

4.4 <u>Storage Device Access SLA</u>. We guarantee that you will have access to the data stored on your Storage Device 99.99% of the time in a given calendar month, excluding unavailability or degradation due to hardware failure.

If Rackspace fails to meet the guarantees stated in this Section 4.4 you are entitled to a credit in the amount of 5% of your monthly fee for the affected Storage Device(s) per half hour of data inaccessibility (after the initial .01%).

5. RACKSPACE PRIVATE CLOUD SLA'S

5.1 <u>Rackspace Private Cloud Support Services</u>. The SLA's in this Section 5.1 apply to those Services for which you have purchased Rackspace Private Cloud Support Services (if you cancel your Rackspace Private Cloud Support Services you will receive only the infrastructure SLA's in Section 4).

5.2 <u>Rackspace Configuration Requirements.</u> Rackspace is only required to provide Support for Hosted Systems using the Supported Software. "**Supported Software**" means (i) for RPC OpenStack Support Services: the current and one prior major version release of the Rackspace Private Cloud Software (a compilation composed of components available under various open source licenses available at: https://developer.rackspace.com/docs/private-cloud/rpc/v14/rpc-faq-external/rpc-supported-software/) (ii) for RPC Red Hat OPS Software: all versions which have active and current support subscriptions as defined by Red Hat and listed at: https://developer.rackspace.com/docs/private-cloud/red-hat/rpcr-arch/ch-supported-software/ (iii) for Ceph software: only LTS versions are support and only until their retirement date as defined at: http://docs.ceph.com/docs/master/releases/.

Rackspace will continue to provide Support on a reasonable efforts basis for Customers using older versions of the Rackspace Private Cloud, RHEL OSP or Ceph software with the following limitations: (i) Customer acknowledges that older versions of the software do not receive security or operational patches or updates, and Customer releases Rackspace from any liability resulting from security and system issues which would not have occurred if the Customer had been running the Supported Software (ii) it may not be possible to resolve system issues due to bugs or limitations of older software versions and SLAs shall not apply if the SLA failure would not have occurred but for Customer's failure to utilize the Supported Software (iii) Rackspace may cease providing Support upon 30 days advance written notice if the Customer does not upgrade to the Supported Software.

Rackspace will initiate major version updates to released software through a scheduled maintenance with a minimum of 14 days notice (you agree to permit Rackspace to perform such maintenance and acknowledge that these maintenances may result in service or system unavailability – during these maintenances no SLAs shall apply). Customer acknowledges that the hardware and architecture requirements may change between versions of the Supported Software and changes to the Hosted System may be required in order to update the Supported Software, including upgrading or adding devices or components (which may result in additional fees).

5.3 Response Time SLA. Upon receiving a support request, Rackspace shall designate each request according to the following severity categories:

Category	Definition	Example	Initial Response Time
Emergency	Customer is unable to fulfil its business objectives.	Unable to launch or terminate instances, instances failing, or the OpenStack cloud is partially or wholly inoperable. Unable to store or retrieve any objects in Rackspace Private Cloud Object Storage.	Within 15 Minutes
Urgent	Customer's business objectives are impaired, but not completely obstructed.	Unable to launch or terminate new instances, but current instances are operating normally. An entire Rackspace Private Cloud Object Storage zone is unavailable.	Within 1 Hour
Standard	Non-critical issue or some anomalous behavior in the Rackspace Private Cloud.	Unusual delay in launching new instances or in interacting with the OpenStack API; also includes support call classified as incidents. Rackspace Private Cloud Object Storage node failure.	Within 4 Hours

If Rackspace fails to meet an Initial Response Time stated above, you are entitled to a credit of US$250, plus an additional credit of US$250 for each additional increment of time for which the Response Time SLA is not met, up to a total of US$1000. The Initial Response Times stated above apply only to requests you make via ticket or telephone. The times above are response times, not resolution times, Rackspace makes no guarantee regarding the time to resolve a request.

Once engaged, Rackspace will work with Customer to resolve the request by either providing a resolution, workaround, configuration changes, or by escalating a bug report to the OpenStack community. Rackspace may report the issue along with a description of the issue to the OpenStack community and will investigate remediation approaches internally.

5.4 Control Plane SLA. If you purchase Core Software Support or Object Storage Support, then we guarantee any supported Rackspace Private Cloud Control Plane will have 99.99% Monthly Availability (as defined in Section 5.4.2) in any given monthly billing period except for Maintenance.

5.4.1 Scope – Affected Nodes. The Control Plane SLA is calculated against the fees for the servers of the Hosted System which are impacted by the given API failure based on their then current role (the "**Affected Nodes**"), as follows:

API	Affected Nodes
Horizon, Glance, Heat	Control Plane Nodes
Cinder	Control Plane Nodes, Cinder Nodes
Ceph RGW	Control Plane Nodes, Ceph Nodes

Nova	Control Plane Nodes, Compute Nodes
Swift	Control Plane Nodes, Object Storage Nodes
Hummingbird	Control Plane Nodes, Object Storage Nodes
Neutron	Control Plane Nodes, Computer Nodes, Cinder Nodes, Ceph Nodes, Object Storage Nodes
Keystone	Control Plane Nodes, Compute Nodes, Cinder Nodes, Ceph Nodes, Object Storage Nodes

5.4.2 Availability Calculation. Monthly Availability is defined and calculated as follows: Rackspace will measure the availability of each Control Plane using Rackspace monitoring tools. The Rackspace monitoring tools will make a request to all API services running in the Control Plane from multiple separate Rackspace data center locations and will capture Valid API Responses and Valid API Errors. To rule out general internet connectivity issues, only simultaneous API errors from all monitoring locations will be considered Valid API Errors.

Calculation Formula (represented as a percentage):
(Valid API Responses)/(Valid API Responses + Valid API Errors)

5.4.3 Credits. If Rackspace fails to meet the Control Plane SLA described above, you are entitled to a credit as follows:

API Monthly Availability Calculation	Credit Percentage (of Affected Nodes)
100%-99.99%	0%
<99.99% - 99.9%	10%
<99.9% - 99%	20%
<99%	30%

Credits are calculated as a percentage of the fees for the Affected Nodes in a given Control Plane for the monthly billing period. If more than one Control Plane is deployed as part of the Hosted System, each Control Plane's Monthly Availability will be separately calculated.

If another SLA applies to an event which is the cause of the unavailability (such as the Infrastructure SLA's in Section 4) then that SLA shall apply exclusively to the event and this Control Plane SLA shall not apply. This Control Plane SLA shall not apply if you opt-out of the appropriate monitoring for your Services or disable, block, remove or otherwise interfere with our monitoring.

6. INTENSIVE HOSTING SLA'S
6.1 Intensive Services. The SLA's in this Section 6 apply to those Services which are identified as being provided in the Intensive Service Level on the applicable Service Order.

6.2 Response Time SLA. Upon receiving a support request, Rackspace shall designate each request according to the following severity categories:

Severity Level	Example	Initial Response Time
Emergency: Server, switch, or site down	You cannot access your server or site from the public Internet.	Within 15 minutes

Urgent: Server or site functioning improperly or at less than optimal performance	Your server or site is accessible but in a reduced state (timeouts or slow response)	Within 1 hour
Standard: Non-critical; server or site is functioning normally, but you require information or assistance, wish to schedule maintenance, or any other non-immediate tasks	Your site is functioning with acceptable parameters, but you require assistance in loading software or have a help desk-type question	Within 4 hours

If Rackspace fails to meet an Initial Response Time stated above, you are entitled to a credit of US$250 per event, up to 100% of your monthly fee for the affected components of the Hosted System. The Initial Response Times stated above apply only to requests you make via ticket or telephone. The times above are response times, not resolution times, Rackspace makes no guarantee regarding the time to resolve a request.

6.3 <u>High Availability Network Device Solution SLA</u>. High Availability Network Device Solutions will be available 100% of the time in a given month.

A "**High Availability Network Device Solution**" means two routing devices (such as a firewall, load balancer or switch) within a single datacenter configured in a fail-over configuration and tested by Rackspace for reliability as part of the implementation process for your configuration. At your request, Rackspace will implement a High Availability Network Device Solution in a live configuration prior to testing the solution, but this SLA will not apply until the testing has been scheduled and successfully completed. Following any configuration changes related to the High Availability Network Device Solution, Customer must schedule and successfully complete a subsequent fail-over test or this SLA shall not apply.

You are entitled to a credit in the amount of 5% of your monthly fee for the affected High Availability Network Device Solution per half hour of High Availability Network Device Solution unavailability which adversely affects your Hosted System, up to 100% of the monthly fee for the affected High Availability Network Device Solution.

6.4 <u>Firewall SLA</u>
6.4.1 <u>Default Rule Set</u>. Unless you ask us to implement a different rule set during implementation, we will implement our standard "default-deny" rule set upon deployment of your firewall, which means that only certain TCP/UDP ports will be open.

6.4.2 <u>Changes to Rule Set</u>. We will complete configuration changes within 24 hours of the time that you open a ticket via your *MyRackspace* portal requesting the change. This SLA shall not apply to configuration or rule set changes scheduled to be implemented during Maintenance.

6.4.3 <u>Remedy.</u> If we fail to meet the SLA stated in this <u>Section 6.4</u> in any given month, you are entitled to a credit of US$250 per event, up to 100% of the monthly fee for the affected firewall(s).

6.5 <u>Patching SLA</u>
6.5.1 <u>Supported Software</u>. The SLA's stated in this <u>Section 6.5</u> apply only to vendor supplied and supported OS and application software patches, excluding: (i) software that we did not provide to you as part of your Services, and (ii) Oracle database software (even if provided as

part of your Services). This patching SLA is subject to restrictions for virtual servers. See Section 11 (Virtualization) below.

6.5.2 Release, Testing. When software vulnerabilities are addressed by a vendor patch, we will categorize the patch as either "critical" or "non-critical" in our reasonable discretion. Prior to applying a patch to your environment we will test the patch in our lab and in a Rackspace production environment.

6.5.3 Procedure (Opt In, Opt Out). Non-critical patches will be applied to your environment on a monthly basis, and critical patches will be applied on an as-needed basis. Unless otherwise agreed we will notify you via the ticketing system prior to the application of patches. Patches will generally be applied unless you opt out of the patch. If you do not want a particular patch applied to your environment you must notify us via support ticket reasonably in advance of the patching window. For some patches we may state in the ticket that you must opt in to the patch before we will apply it, in which case we will not apply the patch unless you notify us via ticket that you would like the patch applied.

6.5.4 Untested Patches. At your request we will apply patches to your configuration prior to the completion of our testing, but we make no guarantee whatsoever about the impact of applying an untested patch. If you would like a patch applied to your environment prior to the time that Rackspace would normally apply a patch, Rackspace will do so within four hours of the time that you open a support ticket requesting the application of the patch.

6.5.5 Alternative Procedure. Rackspace will not patch pursuant to the procedures described in this Section 6.5 if you have made other arrangements with Rackspace via support ticket or written agreement.

6.5.6 Remedy. If we materially fail to apply patches in accordance with the procedures set forth in this Section 6.5 (or the procedures stated in your alternative patching procedure, if applicable) and such failure adversely affects your Hosted System, you are entitled to a credit of $250 per event, up to 100% of your monthly fee for the affected components of your Hosted System.

6.6 Data Restoration SLA.
6.6.1 Local Restores. We will initiate restoration of your data stored onsite within two hours of the time that you request the restore via a support ticket containing sufficient information for us to initiate the restore. You are allowed two free local restoration events per calendar month.

6.6.2 Offsite Restores. We will initiate restoration of your data stored offsite within six hours of the time that you request the restore via a support ticket containing sufficient information for us to initiate the restore. You are allowed one free offsite restoration event per calendar month.

6.6.3 Remedy. If we fail to restore the data that you have selected for backup in accordance with the timeframes stated in this Section 6.6, you are entitled to a credit of $500 per event, up to 100% of your monthly fee for the affected Hosted System.

6.7 Monitoring SLA
6.7.1 Availability Monitoring. Rackspace will monitor up to 6 TCP ports per server for service availability. General server availability is tested every five (5) minutes via ping. You will be alerted via ticket if port or ping monitors fail three consecutive times.

6.7.2 <u>Fault Monitoring</u>. Rackspace monitors status events on servers and network devices including network availability, process status, file system capacity, and backup success/failure. Rackspace also monitors core OS and application log files for critical/warning application and system events. For servers from the Dell PowerEdge and HP Proliant lines, we will also monitor server hardware faults.

6.7.3 <u>Performance Monitoring</u>. Rackspace monitors key performance metrics for the operating system (i.e. CPU, RAM, and Disk), and select applications (i.e. process statistics, users, throughput) and databases (i.e. caching, performance, transaction success).

6.7.4 <u>Notification of Monitoring Alerts</u>. We will notify you of monitoring alerts within the time frames stated in <u>Section 6.2</u> (Response Time SLA) above.

6.7.5 <u>Remedy</u>. If we fail to meet the monitoring alert notification guarantees stated in this <u>Section 6.7</u>, you are entitled to a credit of US$250 per event, up to 100% of your monthly fee for the affected Hosted System*.*

6.8 <u>Rackspace Configuration Requirements</u>
6.8.1 <u>Disabling or Removing of Monitoring or Security Services</u>. You must notify us in advance if you plan to disable, block, or remove any monitoring or security element we use to provide the Services for more than thirty minutes. We will not issue you any credit for events that might have been avoided or mitigated if you had not disabled, blocked or removed our monitoring or security elements, or otherwise interfered with our ability to provide the Services. Monitoring and security elements include, for example, Microsoft Operations Manager, Microsoft Systems Management Server, Microsoft Active Directory, Winternals Defrag Manager, Dell OpenManage, Symantec, Nimbus, and ZENworks.

6.8.2 <u>Logical Access</u>. The SLA's in <u>Section 6</u> are contingent on Rackspace having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of Rackspace's logical access to your configuration.

7. MAINTENANCES AND CREDITS
7.1 <u>Maintenance.</u> You are not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:
    a. Rackspace maintenance windows: modification or repairs to shared infrastructure (such as core routing or switching infrastructure) and fleet management activities (such as firmware updates for your network appliances) that we have provided notice of at least seventy-two hours in advance and that occurs during off peak hours in the time zone where the data center is located;

    b. Scheduled customer maintenance: maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades, and including periods during which you set or request an alert suppression on your configuration;

    c. Emergency maintenance: critical unforeseen maintenance needed for the security or performance of your Hosted System or Rackspace's network.

7.2 <u>Data Center Upgrades</u>. As part of ongoing data center upgrades, we may relocate your servers within or between our data centers (located in the same country as the origin

datacenter) and make changes to the provision of the Services (including changing the assigned IP addresses and DNS records and zones on Rackspace operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure).

7.3 <u>Credits</u>. Customer must request a credit in writing via a support ticket no later than fourteen days following the occurrence of the event giving rise to the credit. We will contact you within thirty days to approve or reject the claim or to request more information. If the claim is approved, the credits will be applied to invoices issued after the approval of the credit. Unused credits shall not be refunded. For the purpose of determining the amount of a credit, time periods will be measured from the time stamp generated by our ticket system or the time an interruption is recorded in our monitoring system until the condition giving rise to the credit has resolved. You may open a support ticket to document the start time for a support request or other incident, or if you contact us by telephone to request support, we will open a ticket for you (there may be a delay between the time of the call and the time we open a ticket). You are not entitled to a credit for a failure to meet a SLA which results from denial of service attacks, viruses or malware, hacking attempts, or any other circumstances that are not within our control. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on your invoice.

7.4 <u>Application</u>. This Section 7 applies to any SLA's which may be provided in other Product Terms for Services used in conjunction with the Hosted System governed by these Dedicated Hosting Product Terms.

8. **THE FANATICAL SUPPORT PROMISE.** You may terminate the applicable Service Orders if we fail to meet The Fanatical Support Promise®, subject to the conditions and procedures described therein. Termination is your sole and exclusive remedy for our failure to meet the Fanatical Support Promise.

9. **MANAGED BACKUP**. We will back up your data only if you have purchased data backup services. Unless a custom backup solution is agreed to in advance, backups will be performed to a shared managed backup infrastructure on a scheduled basis and retained as described in the Service Order. Open database files cannot be backed up without the use of a software backup agent. We will only back up a database if an appropriate backup agent is used or you dump your database to flat files prior to the scheduled backup. Backups are not a snap-shot of your data, they are made over a period of hours and the quality of the backup depends on how your data is organized. You are responsible for regularly validating the integrity of backed up data. We cannot guarantee that a restore procedure will provide a fully functional operating system or application. If you wish to preserve your backup after the time that a given device is decommissioned you must make arrangements with us at least 72 hours in advance of the scheduled decommissioning of the device. Database duplications or "cloning" for purposes other than a restoration of lost or corrupted data are not included as part of your managed backup service. Provided that we do not impair the security or reliability of your backup service, you agree that we may from time to time use copies of your backup data to test our backup systems.

10. **SERVICES MANAGEMENT AGENT.** You agree that Rackspace may install service management agents on your Hosted System for purposes of providing the Services and identifying security vulnerabilities. Except as otherwise necessary for the provision of the Services such agents will use only a minimal amount of computing resources and Rackspace will not use the agents to view or capture Customer Data. The Services will become Unsupported Services if you disable or interfere with our services management agent(s).

11. **VIRTUALIZATION**. If your order includes virtual servers, they will be active on the Service Commencement Date. Following the Service Commencement Date you are responsible for managing the active or inactive status of your virtual servers via your *MyRackspace* portal. Rackspace will invoice you for your virtual servers in arrears based on the number of calendar days (full or partial) in each billing period that your virtual servers are set to "active." While your virtual servers are in an "inactive" status we will not install any software updates that we may have otherwise agreed to install. We will update your virtual servers when you return them to "active" status, but there may be a delay of up to twenty four (24) hours before the updates initiate.

12. **COLOCATION**. The Colocation Addendum at http://www.rackspace.com/information/legal/colocationaddendum.php applies to any devices of yours which we agree to host in a Rackspace data center.

13. **SUSPENSION OF SERVICES.** We may suspend Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent, (iv) we are required by law or by a regulatory or government body to suspend your Services, or (v) there is another event for which we reasonably believe that the suspension of Services is necessary to protect the Rackspace network or our other customers.

We will give you advance notice of a suspension under this paragraph of at least 12 Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Rackspace or its other customers from imminent and significant operational, legal, or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to Rackspace placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a service.

14. **HIPAA**. If Rackspace is your "Business Associate" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, then the HIPAA Business Associate Addendum published at http://www.rackspace.com/information/legal/hipaabaa.php as of the date that Rackspace becomes your Business Associate is part of the Agreement.

15. **MICROSOFT SOFTWARE.** In addition to the terms of the Agreement, your use of any Microsoft® software provided for your use is governed by: (i) Microsoft's license terms that appear at http://www.rackspace.com/information/legal/microsoftlicenseclient.php, for client or redistributable software, (ii) Microsoft's license terms at www.rackspace.com/information/microsoftlicensemobility.php for use of Microsoft software on the Rackspace Cloud under the license mobility program, and (iii) any use restrictions on your use of the Microsoft software as indicated in your Services Description, such as a limitation on the number of users. If you resell any part of the Hosting Services that include Microsoft software then you must include the Microsoft terms posted at http://www.rackspace.com/aboutus/legal/microsoftlicense.php in your agreement with your customers.

16. **LIFECYCLE MANAGEMENT.** Following the expiration of the initial term of your Service Order, and each subsequent renewal term, the then current Extended Lifecycle Support terms

at https://www.rackspace.com/information/legal/eolterms shall apply to the Services as applicable.