



RACKSPACE PUBLIC CLOUD PRODUCT TERMS

Customer's use of the Rackspace Public Cloud Services is subject to and governed by the Rackspace Master Services Agreement at: www.rackspace.com/information/legal/MSA. In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Rackspace Public Cloud Services.

1. ADDITIONAL DEFINED TERMS.

"Support" means: (i) Rackspace employees with training and experience relative to the Services shall be available 'live' by telephone, chat, and ticket 24 hours per day, seven days per week, year-round, and (ii) any additional level of assistance offered by Rackspace for the specific Services Customer is purchasing, and described in these Product Terms or Service Order.

2. PUBLIC CLOUD SERVICES.

2.1. Customer may access the Services via the online Rackspace cloud control panel, the Rackspace mobile application or via a Rackspace-provided API. Rackspace may modify its online control panel or API at any time, or may transition to a new API. Customer agrees that Rackspace may establish new procedures for Customer's use of the Services, including as Rackspace deems necessary for the optimal performance of the Services. Customer's use of any API, code or SDK (software development kit) Customer downloads from the Rackspace website is governed by the terms and conditions included with the code in the file named "COPYING" or "LICENSE" or like caption and the terms of the Agreement. The Service Order includes any Services which Customer provisions through the cloud control panel or an API.

2.2. Customer agrees that Rackspace may establish new procedures for Customer's use of the Services as Rackspace deems necessary for the optimal performance of the Services. Customer agrees that Rackspace may migrate the Customer Configuration or the Customer Data within or between data centers if Rackspace determine doing so is necessary to remediate service degradation or shared resource constraints or for the optimal performance of the Services. If such migration will result in Customer's Customer Data residing in a data center in a different country Rackspace shall give Customer reasonable advance notice of at least 30 days.

2.3. Customer's use of the Public Cloud Services includes the ability to provision additional Services electronically, and Customer acknowledges that such provisioning constitutes Customer's acceptance of the Agreement for each purchase or transaction Customer conducts. Rackspace's provisioning of the Services described in such transaction shall constitute Rackspace's acceptance of the Service Order. Unless Customer is using the Services subject to a free, introductory, student, developer, or pro bono account approved by Rackspace (the **"Account Exceptions"**), Customer may only use the Services for commercial purposes. The individual who submits an order for Services warrants and represents that they do so on behalf of a business, company or other legal entity and not as a consumer unless the Account Exceptions apply. If the individual placing the order is a consumer, and not otherwise subject to the Account Exceptions, Rackspace may cancel the Service Order and terminate the Services and the Agreement at any time in its sole discretion.

3. SERVICE LEVEL AGREEMENTS.

3.1. Cloud SLAs. The Service Level Agreement(s) set out at <http://www.rackspace.com/information/legal/cloud/sla> are part of the Agreement, as applicable to the Services specified in the Service Order (**"Cloud SLAs"**).

3.2. Cloud Support SLA. If Customer purchases the Managed Infrastructure Service Level, or the Managed Operations Service Level, then the Cloud Support SLA set out at <http://www.rackspace.com/information/legal/cloud/sla> applies to Customer's use of the Services.

3.3. Managed Operations Service Level. If Customer purchases Managed Operations Service Level, then Customer's use of Cloud Servers shall include the following: (i) use of Rackspace's Cloud Monitoring Service and up to eight checks per Cloud Server triggering an alert to Rackspace, and (ii) use of the Rackspace Cloud Backup Agent at no additional charge (Customer shall still be responsible for fees associated with Customer's use of Rackspace Cloud Backup). If Customer purchases Managed Operations Service Level then Rackspace shall double the applicable credit percentage for the Cloud SLAs applicable to Customer's Cloud Services, in each case not to exceed 100% of the fees for the applicable Cloud Service for that month's billing period. Rackspace shall have administrator access to Customer's Services in order to provide the Managed Operations Service Level and Customer is responsible for updating Rackspace about password changes that limit Rackspace's ability to manage or monitor the Services. No credits or refunds shall be issued for failures caused by restrictions on Rackspace's access to Customer's Services.

3.4. Limitations on Credits. The following limitations apply to all Cloud SLAs.

(A) Maintenance. Customer is not entitled to a credit under any Service Level Agreement for downtime or outages resulting from Maintenance. Maintenance means:

(i) Rackspace maintenance windows: Modification or repairs to shared infrastructure, such as core routing or switching infrastructure that Rackspace has provided notice of at least 72 hours in advance, that occurs during off peak hours in the time zone where the data center is located;

(ii) Scheduled customer maintenance: Maintenance of Customer's configuration that Customer requests and that Rackspace schedules with Customer in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

(iii) Emergency maintenance: Critical unforeseen maintenance needed for the security or performance of Customer's configuration or Rackspace's network; and

(iv) Routine Optimization: Where Rackspace has attempted and failed on three consecutive occasions to live-migrate Customer's virtual machine(s), Rackspace may, on 24 hours' advance notice to Customer, conduct a reboot-migration of Customer's virtual machine(s).

(B) Limitations. Customer is not entitled to a credit for a failure to meet a SLA which results from denial of service attacks, viruses or malware, hacking attempts, change which Customer effect or request which results in downtime or outages or interferes with Rackspace's ability to provide the Services, deficiencies, bugs, or errors in Customer's application, application code, data structures, system software, operating system, or any vendor supplied patches or any other circumstances that are not within Rackspace's control.

(C) Requests. Customer must request a credit via support ticket in the Rackspace portal within 30 days following the occurrence of the event giving rise to the credit. If the claim is approved, the credit shall be applied during the next billing cycle following approval. Customer must show that its use of the Service to which the applicable SLA applies was adversely affected in some way as a result of the downtime or outage to be eligible for the credit. For the purpose of determining whether a credit is due, time periods will be measured from the time stamp generated by Rackspace's ticket system, the time an interruption is recorded in Rackspace's monitoring system, until network availability is restored or the affected device is powered back on, as applicable. Customer may open a support ticket to document the start time for a support request or other incident, or if Customer contacts Rackspace by telephone to request support, Rackspace shall open a ticket. If Customer contacts Rackspace by phone, there may be a delay between the time of the call and the time Rackspace opens a ticket.

4. TERM AND RENEWAL.

4.1. Term. The Initial Term for each Service Order begins on the date that Rackspace makes the Services available for Customer's use and continues for the period stated in the Service Order. If no period is stated in the Service Order, then the Initial Term shall be one month. Upon expiration of the Initial Term, the Service Order shall automatically renew for successive Renewal Term of one month each, unless and until one of us gives the other a written notice of non-renewal prior to the expiration of the then current term following the process in Section 4.2 (Non-renewal Process).

4.2. Non-renewal Process. Customer shall follow Rackspace's non-renewal process accessible from the Rackspace cloud control panel to give effective notice of non-renewal. All notices of non-renewal Customer may give that are outside of that process, including notices given by telephone, email, or ticket, shall be invalid. Before the effective date of termination, Customer is responsible for retrieving a copy of the Customer Data and deleting Customer Data from the Services. Upon the effective date of termination Customer shall no longer have access to the Services. For avoidance of doubt these Cloud Terms of Service, excluding the Service Level Agreement, shall continue to apply following Customer's notice of non-renewal until the effective date of termination. Customer shall not have access to Customer's data stored on the Services during a suspension or following termination or expiration. Customer acknowledges that if Customer terminates the Services or deletes instances through Customer's Control Panel, API or other means, that the data contained thereon shall no longer be recoverable. Additional fees may apply to customers under Cloud Commitment or similar arrangements.

5. FEES.

5.1. For information about the Fees and pricing for Services:

(A) For Services provided from data centers or other Rackspace facilities located in Australia, see: <http://www.rackspace.com.au/cloud/pricing/>.

(B) For Services provided from data centers or other Rackspace facilities located in Hong Kong, see: <http://www.rackspace.com.hk/cloud/pricing/>.

(C) For Services provided from data centers or other Rackspace facilities located in the United Kingdom, see: <http://www.rackspace.co.uk/cloud/pricing/>.

(D) For Services provided from data centers or other Rackspace facilities located in the United States, see: <http://www.rackspace.com/cloud/public-pricing/>.

5.2. Rackspace shall charge Customer and Customer agrees to pay when due the Fees for the Services in accordance with the Service Order. Unless Customer has made other arrangements, Rackspace shall charge Customer monthly, without invoice, beginning on the date that Rackspace first makes the Services available to Customer. Unless stated otherwise, Fees are stated and shall be charged in the same currency as per the Service Order. Any credit that Rackspace may owe Customer, such as a credit for failure to meet a Service Level Agreement, shall be applied to Fees due from Customer for Services, and shall not be paid to Customer as a refund. Customer authorizes Rackspace to obtain a credit report at any time during the term of the Agreement.

5.3. Rackspace may change the Fees and pricing for Services in Section 5.1 at any time.

6. RESALE. Customer may resell the Services, except as provided in the Agreement or otherwise restricted by Rackspace. Customer is responsible for use of the Services by any third party to the same extent as if Customer were using the Services yourself. Customer may not resell the use of our Role Based Access Control services.

7. CUSTOMER DATA PRIVACY. Customer warrants that Customer shall process any Personal Data (meaning Sensitive Data which can be used to identify an individual or is likewise defined by applicable law) in compliance with all applicable laws. Customer shall, or Customer shall require its end user(s) to, implement those technical and organizational measures required by the applicable laws relative to Customer's use of the Services and the nature and the volume of the Personal Data stored on the Customer Configuration or processed through Customer's use of the Services. Customer is responsible for providing any necessary notices to individuals and for obtaining any

legally required consent from individuals in relation to Rackspace's provision of any Services to Customer or Customer's processing of any Personal Data. The way in which Rackspace can help Customer to meet Customer's obligations under applicable data protection or privacy law is addressed in the Data Processing Addendum available at <http://www.rackspace.com/information/legal/dataprocessingaddendum>.

8. CUSTOMER DATA BACKUP. Although the Service may be used as a backup service, Customer agrees that Customer shall maintain at least one additional current copy of Customer's Customer Data somewhere other than on the Rackspace Public Cloud Services. If Customer utilizes Rackspace cloud backup services, Customer is responsible for performing and testing restores as well as testing Customer's systems and monitoring the integrity of Customer's Customer Data. Customer has the option to create a snapshot or backup of Customer's cloud servers or databases however it is Customer's responsibility to initiate the snapshot or backup and test them to determine the quality and success of Customer's snapshots and backups.

9. SUSPENSION OF SERVICES. Rackspace may suspend Services without liability if: (i) Customer fails to pay Rackspace when payment is due, regardless of whether such failure is the fault of Customer or a third party; (ii) Customer initiates a chargeback; (iii) Rackspace reasonably believes that the Services are being used in violation of the Agreement; (iv) Customer does not cooperate with Rackspace's reasonable investigation of any suspected violation of the Agreement; (v) there is an attack on Customer's Customer Configuration or the Customer Configuration is accessed or manipulated by a third party without Customer's consent; (vi) Rackspace is required by law or by a regulatory or government body to suspend Customer's Services; or (vii) there is another event for which Rackspace reasonably believes that the suspension of Services is necessary to protect the Rackspace network or Rackspace's other customers.

Rackspace shall give Customer advance notice of a suspension under this Section 9 of at least 12 Business Hours unless Rackspace determines 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 the Customer Configuration is compromised, then Customer must address the vulnerability prior to Rackspace placing the Customer Configuration back in service or, at Customer's request, Rackspace may be able to perform this work for Customer at Rackspace's standard hourly rates as a Service.

If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Rackspace may continue to charge Customer the Fees for the Services during suspension, and may charge a reasonable reinstatement fee upon reinstatement of the Services.

10. MICROSOFT SOFTWARE. Customer's use of any Microsoft® software is governed by: (i) Microsoft's license terms that appear at <http://www.rackspace.com/information/legal/microsoftlicense>, for client or redistributable software; (ii) Microsoft's license terms at <https://www.rackspace.com/information/legal/microsoftlicensemobility> for use of Microsoft software on the Rackspace Cloud under the license mobility program; and (iii) any use restrictions on Customer's use of the Microsoft software as indicated in the Service Order, such as a limitation on the number of users. If Customer resells any part of the Services that include Microsoft software then Customer must include the Microsoft terms posted at <https://www.rackspace.com/information/legal/microsoftlicensemobility> in a written agreement with its customers.

11. SERVICES MANAGEMENT AGENT. Customer agrees that Rackspace may install service management agents on Customer's Customer Configuration for purposes of providing the Services and identifying security vulnerabilities. Rackspace agrees that its agents shall use only a minimal amount of computing resources (except as otherwise necessary for the provision of the Services) and Rackspace shall not otherwise use the agents to view or capture Customer Data. The Services will become Unsupported Services if Customer disables or interferes with Rackspace's services management software agent(s).

12. ADDITIONAL TERMS FOR SPECIFIC SERVICES.

12.1. Cloud Server Images. If Customer provisions a Public Cloud Service using a non-standard or non-Rackspace image or installation (even if such image is made available to Customer by Rackspace during configuration, provided that it is identified as such), then Rackspace shall have no obligation to provide Support

for that Service, and any Support provided shall be on an AS IS basis. Customer agrees that if Customer uses Rackspace Services to share or receive an image Customer does so at Customer's sole risk.

12.2. Domain Name Registration Services. If Customer registers, renews, or transfers a domain name through Rackspace, Rackspace shall submit the request to its domain name services provider (the "Customer") on Customer's behalf. Rackspace's sole responsibility is to submit the request to the Registrar. Rackspace is not responsible for any errors, omissions, or failures of the Registrar. Customer's use of domain name services is subject to the Registrar's applicable legal terms and conditions. Customer is responsible for closing any account with any prior reseller of or registrar for the requested domain name, and Customer is responsible for responding to any enquiries sent to Customer by the Registrar.

12.3. Role-Based Access Control. Customer's designated account administrator is responsible for role administration. Customer may self-manage role administration via the Rackspace cloud control panel or API. When making permission changes with role-based access control services, there may be a delay before the implementation of changes, including self-managed changes. Rackspace is not responsible for any loss that may occur due to the delayed implementation of changes.