EMAIL RESELLER ADDENDUM

This Email Reseller Addendum (this "**Email Reseller Addendum**") is an addendum to Customer's Mail Product Terms (and incorporated into the Product Terms by reference). This Email Reseller Addendum defines the rights and responsibilities of both Rackspace and Customer with respect to Customer's participation in the Email Reseller Program (the "**Program**"). This Email Reseller Addendum shall be applicable only in the event and to the extent Customer is eligible for participation in the Program, as determined by Rackspace.

1. BACKGROUND. Rackspace provides mail hosting services both directly to customers and via email resellers, and Customer desires to become a reseller of Rackspace's email hosting services. The Parties desire to create a framework under which Email Resellers shall receive a discount for participation in the Email Reseller Program.

2. TERMS AND CONDITIONS. By execution of this Email Reseller Addendum, Rackspace appoints Customer as a Rackspace Email Reseller and grants Customer the non-exclusive right to resell email Hosting Services (the "**Services**") that Rackspace provides to Customer to third parties pursuant to the following terms and conditions:

2.1. The General Terms and Conditions located at: http://www.rackspace.com/information/legal/generalterms as of the date Customer resells the Services;

2.2. The Mail Hosting Services Terms and Conditions located at: http://www.rackspace.com/information/legal/mailterms as of the date Customer resells the Services; and

2.3. The additional Email Reseller terms located in this Email Reseller Addendum.

3. ELIGIBILITY. To be eligible for participation in the Program, Customer agrees to:

3.1. Provide first-level support to the end-users to whom Customer has resold the Services;

3.2. Provide billing and accounting support to the end-users to whom Customer has resold the Services and, where applicable, to their end-users;

3.3. Complete the Reseller application located at: http://www.rackspace.com/forms/partnerapplication/; and

3.4. Pay the recurring monthly minimum selected by Customer from the minimums listed in this Email Reseller Addendum. This minimum shall be automatically charged to Customer's account, regardless of actual use.

3.5. Utilize fraud-prevention monitoring on Customer's account and resold accounts in order to prevent fraudulent account sign-up through its Reseller account.

4. DISCOUNTS.

4.1. The following discount schedule shall apply to Customer's use of the Services. The applicable discount shall only apply for the period of time Customer is eligible for the applicable level.

Level	Monthly Minimum	Reseller Discounts		
		Rackspace Email	Exchange	All other Products
Entry	$150	$2.00	$10.00	20%

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Authorized	$250	$1.25	$8.00	20%
Standard	$750	$0.80	$8.00	20%
Premier	$3,000	$0.75	$8.00	20%
Strategic	$10,000	$0.65	$8.00	20%

4.2. Upgrade Requests. All requests to move to a higher discount tier must be submitted to Rackspace via ticket in Customer's *Email & Apps Control Panel*. Upon Rackspace's approval, Customer shall be moved to a new tier and the new required minimum shall be agreed to by the parties via the ticket; a new contract shall not be issued for such upgrades.

4.3. Change to Email Reseller Terms. Rackspace may modify its Email Reseller Program terms, including the Discount tiers listed in Section 4.1, at any time in its sole discretion by giving Customer advance written notice (which includes notice posted in the Email & Apps Control Panel) of at least 30 days.

5. BENEFITS. In addition to the discounts listed in Section 4, Customer shall also have access to the following sales, marketing and training resources:

Benefit	Entry	Authorized	Standard	Premier	Strategic
Access to sales and marketing resources	✔	✔	✔	✔	✔
Easily create co-branded collateral	✔	✔	✔	✔	✔
Partner Newsletter	✔	✔	✔	✔	✔
Partner webinars and events	✔	✔	✔	✔	✔
Rackspace Reseller Partner Logo	✔	✔	✔	✔	✔
Online training enabling Customer to easily recommend the right solution for Customer's customer	✔	✔	✔	✔	✔
Control Panel access to Tier 2 support				✔	✔
Unlimited, non-SSL, Private Label Webmail Sites	✔	✔	✔	✔	✔
Full access to REST API & Secure web-based Control Panel	✔	✔	✔	✔	✔

1:1 Online sales, support and product training				✔	✔
On-site sales, support and product training					✔

6. ADDITIONAL TERMS. The following additional terms shall apply to Customer's use and resale of the Services:

6.1. No Third Party Beneficiaries. Customer's End Users are not parties to or beneficiaries of this Agreement between the parties.

6.2. Written Agreement. Customer must require its End Users to sign a written contract that includes the following: (i) an acknowledgement that such End User shall abide by Rackspace's Acceptable Use Policy found at: http://www.rackspace.com/information/legal/aup/php as of the date of signature (the "**AUP**") and shall have no rights against Rackspace in connection with the Hosting Services that Customer is reselling and; (ii) if Customer is reselling Hosting Services that include Microsoft software, those Microsoft license terms that appear at: http://www.rackspace.com/aboutus/legal/microsoftlicense.php; and (iii) a prohibition against high risk use of the hosting services: "***No High Risk Use. You may not use the [email services] in any situation where failure or fault of the [email services] could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the [email services] in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.***" Customer may use a term other than "email services" in this clause, as appropriate to the language in Customer's contract with its End Users.

6.3. Export Matters. Reseller may not resell Email Hosting Services to a country specified as a prohibited country under applicable law or export rules. Customer represents and warrants that Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Rackspace is legally prohibited to provide the Hosting Services.

7. TERMINATION.

7.1. Termination by Rackspace. Rackspace may terminate Customer's participation in the Email Reseller Program as follows: (i) at any time in its sole discretion on 30 days advance written notice; (ii) for breach if Customer fails to comply with the terms of this Email Reseller Addendum and does not cure the failure within 30 days of Rackspace's written notice; or (iii) immediately for Customer's breach of the terms of Section 6.3. Nothing in this Email Reseller Addendum modifies Rackspace's right to suspend or terminate the Hosting Services (including resales) as provided in the applicable Hosting Services Agreement.

7.2. Termination by Reseller. Reseller may terminate participation in the Email Reseller Program at any time upon 30 days advance written notice to Rackspace. However, no discounts shall be paid or accrued for the remaining portion of the then-current term, as applicable. For the avoidance of doubt, in the event of termination, Customer shall not be entitled to a refund or credit of minimum monthly amounts already paid to Rackspace.

7.3. Effects of Termination. In the event of termination of Customer's participation in the Email Reseller Program, Customer is responsible for working with its end users to migrate resold accounts to direct accounts with Rackspace or to a new provider.