THIRD PARTY SERVICES

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these terms apply when Customer purchases a Third Party Service as designated in a Service Order.

1. DEFINITIONS.

"**Third Party Services**" means Services delivered and/or supported by a third party.

"TPS Agreements" means agreements for products and services provided by third parties, which are entered into directly between Customer and such third party.

2. THIRD PARTY SERVICES.

2.1. Third Party Services are provided by a third party, and Customer must enter into a separate TPS Agreement. TPS Agreements are independent and separate from the Agreement, and Rackspace is not a party to and is not responsible for the performance of any TPS Agreements.

2.2. If Rackspace includes the fees for the Third Party Services on Customer's invoice, Rackspace shall invoice Fees for the Third Party Service in accordance with the payment terms of the Agreement. In the event of a direct or indirect increase of fees by the third party charged to Rackspace for Customer's use of Third Party Services, Rackspace may increase Customer's Fees by the same percentage amount on giving at least 90 days advance written notice.

2.3. Rackspace provides no warranty and makes no representation whatsoever with regard to Third Party Services. Rackspace is not liable to Customer for any loss or damage arising from the provision of the Third Party Service, and SLA(s) shall not apply to the Third Party Service or any other aspect of the Customer Configuration adversely affected by the Third Party Service. Customer's sole and exclusive remedy against Rackspace with respect to any failure of a Third Party Service shall be to terminate the affected Third Party Service and be relieved of any obligation to pay for Third Party Service.

2.4. If the Third Party Service is designated in a professional service SOW: (i) the parties shall work in good faith to coordinate the integration of the Third Party Service with other Services, as may be necessary; and (ii) Rackspace shall provide a live response 24 hours per day, seven days a week, year-round to Customer's escalation of any issue with the Third Party Service that Customer is unable to resolve satisfactorily with the third party provider of the Third Party Service.

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