RACKSPACE REFERRAL PROGRAM RULES AND BENEFITS

In addition to the terms of the Rackspace Referral Program Agreement, the following terms and conditions govern the Referral Partner's participation in the Rackspace Referral Program.

1. LEVEL OF PARTICIPATION. You may make referrals on a routine and substantial basis, or only occasionally. Your Commission payable under the Rackspace Referral Program is set forth on Schedule 1. You cannot simultaneously be a Rackspace Referral Partner and a Rackspace Strategic Partner. Only one Commission will be paid per New Customer.

2. MARKETING/PUBLICITY. You may use only the information and materials provided by Rackspace to market Rackspace Hosting Services set forth on the Partner Portal, as may be updated from time to time unless we have reviewed your materials in advance and given written consent. You may not use Rackspace's name in any bulk email whatsoever. We may terminate this Agreement and your participation in the Rackspace Referral Program if any meaningful spam complaints naming Rackspace result from your marketing activities. In addition, you must conduct your activities in compliance with applicable laws and regulations, and you must not misrepresent Rackspace's services or fees. Any marketing activities you undertake will be at your sole expense unless otherwise agreed in advance in writing. Neither of us may disparage the other in any manner nor engage in any conduct that is harmful to the reputation of the other.

3. REGISTRATION. All Leads must be registered through the Rackspace Partner Portal and meet the required minimum term as set out in Schedule 1 to be eligible for Commissions. To register a Lead, you must identify and register the prospect using the Rackspace Partner Portal. Rackspace will have ten business days from receipt of a Lead to review each Lead to determine if the Lead qualifies as a New Customer. Rackspace may refuse to qualify a Lead as a New Customer if the Lead: (i) is the subject of a then-active direct sales effort by Rackspace or another Rackspace Partner; (ii) is the subject of a public request for proposal; (iii) is in Rackspace's CRM database; or (iv) is not a desirable Rackspace customer for any reason, including but not limited to lack of creditworthiness or for Acceptable Use Policy ("**AUP**") reasons. Rackspace has complete, final and sole authority and discretion to determine if a Lead is a New Customer. Referral Partners cannot refer themselves as a Lead. Additionally, Referral Partners cannot be an employee of the Lead company or an employee of Rackspace. Rackspace shall be responsible for the sales process to all New Customers, subject to the Referral Partners' continued good-faith cooperation in promoting the sales process to the New Customer.

4. COMMISSIONS.

4.1. Rackspace will pay a Commission to the Referral Partner for each New Customer that executes an agreement with Rackspace for the Hosting Services which are the subject of the referred Lead (collectively referred to as "Services Agreement") within six months after the referral date. Such Commission shall become due and payable and shall be paid to Referral Partner within 30 calendar days after the New Customer has paid in full three consecutive months of invoices under the Services Agreement to Rackspace. Payment of any Commissions due shall be net of any credits, and not on any non-recurring amounts (such as set up fees or bandwidth overages), any upgrades on services, or any sales taxes or like charges of governmental entities. Depending on the principal place of business of the Referral Partner, Commissions shall be payable in Euros, US Dollars, British Pounds, HK Dollars or Australian Dollars, as determined by Rackspace. Commissions will be paid to you via electronic funds transfer to the bank account you designate.

4.2. Rackspace may deduct from your Commission or, at its option, require you to repay any amount paid to you as a Commission for a prior period if the amount on which the Commission was based is subsequently charged back or refunded for any reason (other than by way of gratuity payment or credit for Rackspace failure

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to provide the Hosting Services). Rackspace shall have no obligation to you to pursue collection efforts against any of your New Customers.

4.3. In addition, if you are also a customer of Rackspace and have not timely paid your invoices for services we have provided directly to you, Rackspace may either hold Commission due to you under this Agreement until those invoices are paid, or deduct the fees for those services from the Commissions due to you under this Agreement.

4.4. Rackspace may modify its Commission terms at any time in its sole discretion by giving you advance written notice of at least 30 calendar days. Any such change will be effective for all New Contracts until six months after the effective date of the change.

4.5. Within six months of generating your Commission payout, if you have not submitted the appropriate forms to obtain your Rackspace vendor number, you shall forfeit your Commission from Rackspace. Commissions shall not be paid under the Referral Program on contracts for services to be used by you in your internal business operations. Rackspace is not obligated to pay any Commission that may otherwise be due until you have provided a complete IRS Form W-9, W-8BEN, ACH Authorization Form and/or other appropriate tax forms. Commission will not be provided in connection with any other discount, special offer or promotion.

5. PROGRAM CHANGES. Rackspace may modify these Program rules and benefits at any time in its sole discretion. We may change or discontinue the Referral Program or any aspect of it at any time. We will post information about the change on this site or send you an email using the email address provided to us in your application for the Referral Program. Except as stated above regarding Commission terms, any changes to the Referral Program will become effective at the time we post information about the change on the Rackspace Partner Portal or as expressly stated otherwise in a notice.

SCHEDULE 1
ELIGIBLE SERVICES & COMMISSIONS

To qualify for a particular Commission, Referral Partner must fall within the ranges below for minimum service spend and service term.

<table>
<tr><th>Eligible Services</th><th>Minimum Service Spend</th><th>Service Term (months)</th><th colspan="2">Commission</th></tr>
<tr><td rowspan="3">Dedicated Hosting Services and/or Rackspace Private Cloud[1]</td><td rowspan="3">No minimum</td><td>12-23</td><td>1X</td><td rowspan="5">Average Monthly Recurring Revenue (MRR) of the first three full months paid invoice under the Services Agreement for the applicable Eligible Services[3]</td></tr>
<tr><td>24-35</td><td>1.5X</td></tr>
<tr><td>36 or greater</td><td>2X</td></tr>
<tr><td>Rackspace Public Cloud, Rackspace Email, and/or Microsoft Office 365</td><td>$50</td><td>Any</td><td>1X</td></tr>
<tr><td>Fanatical Support for AWS[2]</td><td rowspan="2">No minimum</td><td rowspan="2">Any</td><td rowspan="2">.5X</td></tr>
<tr><td>Fanatical Support for Microsoft Azure[2]</td></tr>
</table>

1 Rackspace Private Cloud Services for recurring monthly support services during a specified minimum term only.

2 Managed services on top of third-party cloud infrastructure. Commissions paid on Rackspace support services only.

3 Excluding credits, non-recurring fees (such as set up fees or bandwidth overages), professional services, and upgrades on services, or any sales taxes or like charges of governmental entities.