RACKSPACE RESELLER PROGRAM RULES AND BENEFITS

In addition to the terms of the Rackspace Reseller Program Agreement or Rackspace Commercial Reseller Addendum between the parties, the following rules, benefits and terms ("**Reseller Program Rules and Benefits**") govern the Reseller's participation in the Rackspace Reseller Program .

1. LEVEL OF PARTICIPATION. Your eligible Discounts under the Rackspace Reseller Program are set forth on Schedule 1 ("Eligible Services Reseller Tier And Discounts" as applicable to Rackspace Services Only). You can simultaneously be a Rackspace Reseller and a Rackspace Referral Partner. Unless otherwise expressly agreed by Rackspace in writing, you cannot simultaneously be a Rackspace Reseller and a Rackspace Strategic Partner.

2. MARKETING/PUBLICITY. You may use only the information and materials provided by Rackspace to market and resell Rackspace® Hosting Services provided on the Rackspace 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 Reseller Program if any meaningful spam complaints naming Rackspace result from your resale or marketing activities. In addition, you must conduct your activities in compliance with applicable laws and regulations, and you must not misrepresent Rackspace's products, 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. To register a Qualifying Resale, you must identify the customer or prospect using the Rackspace Partner Portal and you must receive a registration confirmation from Rackspace. Rackspace shall respond to such registration request within five business days. Rackspace may refuse to register a Qualifying Resale if the proposed End User: (i) is the subject of a then-active direct sales effort by Rackspace or another Rackspace Reseller; (ii) is the subject of a public request for proposal; or (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. In addition, Rackspace may refuse to register a Qualifying Resale if Rackspace has reason to believe that Reseller will be using the Hosting Services for its internal business operations and infrastructure. Rackspace has complete, final and sole authority and discretion to determine whether to register or refuse to register a Qualifying Resale. Reseller shall be responsible for the sales process to all End Users. Subject to your prior approval, you agree to allow Rackspace to participate in meetings with your End User.

4. DISCOUNTS

1.1. Eligibility. To be eligible for Discounts pursuant to this Reseller Program: (i) you must register the Qualifying Resale in the Rackspace Partner Portal; (ii) you must meet the requirements for at least the Associate Tier set forth in Schedule 1; (iii) you must have an active business relationship with the End User or the person or entity to whom the Qualifying Resale relates, (iv) the Qualifying Resale must be signed within 12 months of the registration approval date; and (v) for Dedicated Hosting Services, the Qualifying Resale must be for an initial term of at least 12 months.

1.2. Accreditation. In order to be eligible for your resale Discount, Reseller must complete the "Onboarding Wizard" steps within their Partner Portal upon first log-in. The training course can be accessed on the Training tab of the Rackspace Partner Portal located at https://partners.rackspace.com/English/.

Application of Discount. Rackspace will provide a Discount for Qualifying Resales, upgrades and renewals for Rackspace Services. Such Discount will be applied against the recurring fees invoiced during the preceding month, net of any credits, and not on any non-recurring amounts (such as one-time fees, set up fees or bandwidth overages), professional services or any sales taxes or like charges of governmental entities. Discounts will be issued as a credit to your account no later than the last day of the calendar month following

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the calendar month in which the Qualifying Resale is invoiced. It is your responsibility to notify us of any Discounts due and unpaid. Discounts that are not disputed and/or claimed within six (6) months of due date are conclusively deemed accurate.

1.3. Reseller Tier. Your Reseller Tier (Associate, Preferred, or Premier) will be used to calculate your Discount percentage with respect to the applicable Hosting Services you resold. Your Reseller Tier and its accompanying Discount percentage may vary from month-to-month based on the monthly recurring fees for Qualifying Resales of Hosting Services ("Monthly Recurring Fee") of the previous month.

1.4. Monthly Recurring Fee. For the purposes of determining Monthly Recurring Fee for Qualifying Resales of Rackspace Dedicated Hosting Services, Monthly Recurring Fee will be based on one month's actual invoiced amount set forth in the agreement for the Qualifying Resale for the initial term, net of any credits, non-recurring fees, one-time charges, professional services, sales taxes or like charges by government entities. For the purposes of determining Monthly Recurring Fee for Qualifying Resales of Rackspace Public Cloud services, Monthly Recurring Fee will be based on the actual monthly billed revenue of such Qualifying Resale over the previous calendar month.

1.5. Chargebacks. Rackspace may deduct from your Discount, or at its option, require you to repay any amount paid to you as a Discount for a prior period if the amount on which the Discount was based is subsequently charged back or refunded for any reason (other than by way of gratuity payment or credit for Rackspace failure to provide the Hosting Services). Rackspace shall have no obligation to you to pursue collection efforts against any of your End Users. 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 Discount due to you under this Agreement until those invoices are paid, or deduct the fees for those services from the Discount due to you under this Agreement.

1.6. Discount Modifications. Rackspace may modify its Discount percentages and Reseller Tiers at any time in its sole discretion by giving you advance written notice of at least 30 calendar days. Any Qualifying Resales that were registered prior to the effective date of a change in the Discount percentages and Reseller Tiers will continue under their existing terms for six months following the effective date of the change. Any Qualifying Resales that are made after the effective date of the change in the Discount percentages and Reseller Tiers will be governed by the new terms. Discounts will not be provided in connection with any other discount, special offer or promotion.

5. PROGRAM CHANGES. Rackspace may modify these Program Rules at any time in its sole discretion. We may change or discontinue the Reseller Program or any aspect of it at any time. We will post information about any material changes to this site or send you an email using the email address provided to us in your application for the Reseller Program. Except as stated above regarding Discount percentages and Reseller Tiers, any changes to the Reseller 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
RESELLER TIER AND DISCOUNTS

Upgrades, which includes revenue tickets and VM's, are automatically included and do not need to be registered through the Rackspace Partner Portal. Revenue tickets are co-terminus with the corresponding Qualifying Resale or renewal, if applicable. VM's do not require minimum contract terms and are paid as a utility service on a month-to-month basis as long as the applicable End User under the Qualifying Resale is consuming the utility services and its account is in good standing. Upgrades that require a Qualifying Resale must meet the minimum terms described in Section 4 (Discounts).

Eligible Services	Reseller Tier	Required Monthly Recurring Fee[2]	Discount
Dedicated Hosting Services[1] Rackspace Public Cloud	Associate	$250–$4,999	5%
	Preferred	$5,000–$14,999	10%
	Premier	$15,000+	15%

1 Rackspace Private Cloud Services are excluded.

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