PROFESSIONAL SERVICES MASTER SERVICES AGREEMENT

This MSA is between Rackspace and Customer, each a "**party**" and together the "**parties**".

1. DEFINED TERMS. The defined terms in Schedule 1 (attached) shall be applicable to the Agreement.

2. SERVICES. Rackspace shall provide the Services in accordance with the Agreement, and all laws applicable to Rackspace. The parties shall comply with the SPP Terms, the AI Terms, and any additional security specifications identified in the SOW and Service Schedule. Customer agrees that its use of Services shall comply with the AUP, and any Rackspace Configuration Requirements (including where professional services relate to a Customer Configuration).

3. FEES.

3.1. Payment. Customer shall pay the Fees due within 30 days from the invoice date, in the currency identified on the SOW, and without withholding (except as expressly permitted in section 3.3), setoff, counterclaim, or deduction. If payment for Fees is overdue by at least ten days, and not disputed by Customer in good faith and in written detail, Rackspace may, with written notice to Customer: (i) immediately remove any discounts, promotional pricing, or other pricing concessions applied to Customer's account (which may be reinstated for future billing periods only, at Rackspace's discretion once overdue amounts are paid); and/or (ii) immediately suspend the performance or delivery of Services and/or (iii) require Customer to prepay Fees for any new Services until Rackspace determines, in its reasonable discretion, that such requirement is no longer necessary; provided that Rackspace shall provide Customer with at least thirty (30) days' prior written notice before exercising this right and shall do so in good faith. Invoices that are not disputed by Customer in good faith and in written detail within 90 days of the invoice date are conclusively deemed to be accepted by Customer as accurate. Rackspace will charge interest on overdue amounts at the greater of 1.5% per month or the maximum legal rate, and will charge Customer for any cost or expense arising out of Rackspace's collection efforts. Rackspace may charge its then-current rates if Customer continues to use any Services following termination of the Agreement or applicable SOW. Customer is responsible for keeping its billing, account permissions, and other account information up to date.

3.2. Fee Increases. Unless otherwise stated to the contrary in the Agreement, there will be no Fee increases during the Initial Term or any Renewal Term. However, on expiration of the Initial Term or any Renewal Term, including during any Auto Renewal Term, Fees may be increased on at least 90 days' advance written notice. In the event of a Third Party Fee Increase at any time, Fees may be increased by the same percentage amount on 90 days' advance written notice (or on shorter notice if the Third Party Fee Increase becomes effective sooner).

3.3. Taxes. All amounts due to Rackspace are exclusive of Tax. Customer shall pay Rackspace any Tax that is due. Customer shall provide Rackspace with timely, accurate, and adequate information and documentation sufficient to: (i) permit Rackspace to determine if any Tax is due; (ii) evidence any Customer exemption from Tax, in advance of invoicing; and (iii) evidence Customer's payment of any Local Withholding Taxes. All payments to Rackspace shall be made without any withholding or deduction for any taxes. Subject to receipt of sufficient evidence of Customer payment of any Local Withholding Taxes, Rackspace shall remit such cost to Customer in the form of a credit on Customer's outstanding account balance.

4. TERM AND TERMINATION.

4.1. Term. This MSA shall continue until terminated in accordance with its terms. SOWs for Recurring Services shall be subject to the Auto Renewal Term unless: (i) otherwise stated in the Agreement; (ii) the parties enter into an agreement for a Renewal Term; or (iii) either party provides the other with written notice of termination at least 90 days prior to the expiration of the then-current term.

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4.2. Termination for Convenience. For Recurring Services, unless otherwise stated in the Agreement, Customer may terminate all or part of any SOW for convenience at any time by giving Rackspace at least 90 days advance written notice, subject to an early termination fee equal to the monthly recurring Fee times the number of months remaining in the then-current term of the SOW for the Services that have been terminated. If Rackspace permits Customer to cancel or delay the scheduled termination date, Customer must provide 90 days written notice of any rescheduled termination date.

4.3. Termination for Cause.

(A) Either party may immediately terminate the Agreement and/or the affected portions of a SOW for cause on written notice if the other party materially breaches the Agreement and, if the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach.

(B) Rackspace may immediately terminate the Agreement and/or the affected portions of a SOW for breach on written notice if, following suspension of Customer's Services for non-payment, any invoiced amount, not disputed in good faith and in written detail, remains overdue for a further ten days.

(C) Subject to applicable law, either party may immediately terminate the Agreement and/or any SOW on written notice if the other party enters into compulsory or voluntary liquidation, or ceases to carry on business, or takes or suffers any similar action which the other party reasonably believes means that it may be unable to pay its debts. Rackspace's obligation to provide Services is contingent on verification that Customer at all times satisfies Rackspace's credit criteria.

(D) Notwithstanding anything to the contrary in the Agreement, subject to applicable law, the Fees for the Services through the conclusion of all SOWs shall immediately become due in the event Rackspace terminates the MSA in accordance with this section 4.3.

5. CONFIDENTIAL INFORMATION. Each party agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, the exercise of its legal rights under the Agreement, or as required by law, and shall use reasonable care to protect Confidential Information from unauthorized disclosure. Each party agrees not to disclose the other's Confidential Information to any third party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in the Agreement; (ii) as required by law; (iii) in response to a subpoena, court order, or other compulsory legal process, provided that the party subject to such process shall give the other written notice of at least seven days prior to disclosing Confidential Information, unless the law forbids such notice; or (iv) with the other party's consent.

6. INTELLECTUAL PROPERTY.

6.1. IP Ownership. Unless otherwise specifically stated in the applicable SOW, as between the parties, (i) Rackspace owns all Intellectual Property in the Services and any Deliverables (excluding Customer IP); and (ii) each party otherwise owns Intellectual Property it creates, authors, or invents.

6.2. Rackspace IP License. If Customer's use of the Services or any Deliverables requires Customer to use Rackspace IP, Rackspace grants to Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free right and license (for Customer's and permitted end user's internal use) to Rackspace IP: (i) in the Services, as necessary to use the Services in compliance with the Agreement for the duration of the Services; and (ii) in any Deliverables, in perpetuity.

6.3. Customer IP License. If Rackspace's provision of the Services or any Deliverables requires Rackspace to use Customer IP, Customer must provide access to the Customer IP and grants to Rackspace a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license (with right of sublicense where required to perform the Services, but otherwise without the right to sublicense) to Customer IP solely for the purpose of providing the Services and any Deliverables.

6.4. Service Modification. Rackspace may modify the Services or Deliverables in response to any claim of third party Intellectual Property infringement, and if Rackspace determines that it is not reasonably or commercially practicable to modify or obtain the right to use the allegedly infringing element, Rackspace may terminate the Services and/or Deliverables on 90 days' notice without liability except to refund amounts paid for unused Services (prorated as to portions of the Services and/or Deliverables terminated).

7. INDEMNIFICATION.

7.1. If Rackspace, or any of its or their respective Representatives (collectively, the "**Indemnitees**" or "**Indemnified Parties**") are faced with a claim by a third party arising out of Customer's breach of (i) a TPS Agreement or agreement with Customer's end user, or (ii) the AUP, then Customer shall hold Rackspace harmless and pay the cost of defending the claim (including reasonable legal and professional fees and expenses) and any damages, losses, fines, or other penalties imposed on or incurred by the Indemnitees as a result of the claim. Customer's obligations under this section 7 include claims arising out of the acts or omissions of Customer's employees, agents, end users, any other person to whom Customer has given access to any portion of the Customer Configuration, and any person who gains access to any portion of the Customer Configuration as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer.

7.2. If Rackspace receives notice of a claim that is covered by this section 7, Rackspace shall give Customer prompt written notice thereof. Rackspace shall be allowed to conduct the defense of the matter, including choosing legal counsel to defend the claim, provided that the choice is reasonable and is communicated to Customer. Customer shall comply with Rackspace's reasonable requests for assistance and cooperation in the defense of the claim. Rackspace may not settle the claim without Customer's consent, which may not be unreasonably withheld, delayed, or conditioned. Customer shall pay costs and expenses due under this section 7 as Rackspace incurs them.

8. LIMITATIONS ON DAMAGES.

8.1. Notwithstanding anything in the Agreement to the contrary:

(A) Rackspace's liability arising from: (i) death or personal injury caused by negligence; (ii) fraudulent misrepresentation; or (iii) any other loss or damages for which such limitation is expressly prohibited by applicable law, shall be unlimited.

(B) Subject to section 8.1(A), the maximum aggregate liability of Rackspace and any of its Representatives in connection with the Services or the Agreement under any theory of law, for all claims, losses or damages arising under or in connection with the Agreement, shall not exceed the actual damages incurred, up to the total amount paid by Customer to Rackspace for the Services that are the subject of the claim in the 12 months immediately preceding the event(s) that first gave rise to the first claim made by Customer under this Agreement. Any amounts previously paid by Rackspace to Customer in satisfaction of any liability under this Agreement shall reduce the cap available for any subsequent claims.

8.2. Neither party (nor any of its Representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable for any loss or damages that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive damages, or for any loss of profits, data, revenue, business opportunities, anticipated savings, customers, contracts, goodwill, or reputation.

8.3. Customer may choose to purchase Services other than professional services under this MSA, and in such circumstances the Service Schedule may specify a credit remedy for an identified failure to deliver or provide the Services to the identified SLA standard. As an essential part of the Agreement,

the liquidated damages payable under an SLA shall be the credits stated in the applicable SLA, which are Customer's sole and exclusive remedy for Rackspace's failure to meet those guarantees for which credits are provided; and the parties agree that the credits are not a penalty, are fair, and represent a reasonable estimate of loss that may be anticipated from any breach. The maximum credit(s) for failures to meet an applicable SLA will be limited to (i) the greater amount, when more than one SLA applies to the same occurrence, and (ii) for any calendar month, 100% of the then current monthly recurring Fee for the Services. Customer is not eligible to request a credit if Customer is in breach of the Agreement at the time of the occurrence of the event giving rise to the credit, until such time as Customer has remedied the breach. No credit shall be due if the credit would not have accrued but for Customer's act or omission.

9. DISCLAIMERS.

9.1. Rackspace and its Representatives disclaim all warranties and conditions which are not expressly stated in the Agreement to the maximum extent permitted by law (including implied warranties and conditions such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement). Customer is solely responsible for determining the suitability of the Services. To the maximum extent permitted by law, Rackspace disclaims all representations, warranties, conditions, and liability arising from: (i) acts or omissions of Customer and/or third parties; (ii) Excluded Items (except that Rackspace warrants its right to use or provide these items, as applicable); (iii) software provided by Customer; (iv) any actions taken by Rackspace which are requested by Customer, and not based on the advice or recommendation of Rackspace; and (v) services provided at Customer's request, but not required by the Agreement.

9.2. If Customer chooses to use Services that Rackspace has expressly designated in writing as: (i) Unsupported Services, the Unsupported Services shall be provided without representation, warranty, condition, and liability (except that Rackspace warrants that it shall use reasonable efforts expected of technicians having generalized knowledge and training in information technology systems to provide Unsupported Services); (ii) Test Services, those Services are subject to the Test Terms; or (iii) a Deprecated Service, those Services are subject to the EOL Terms.

10. GOVERNING LAW AND DISPUTES.

10.1. Dispute Resolution. Prior to filing of a legal claim (or escalating to arbitration per Schedule 2), the party initiating a Dispute (the "**Initiating Party**") will first provide notice, and the parties' duly authorized representatives will engage in good faith attempts to resolve the Dispute for a minimum period of 30 days. Notwithstanding, this section 10.1 does not restrict a party's right to immediately seek equitable and/or injunctive relief when indicated.

10.2. Governing Law. The governing law of the Agreement is determined by reference to the Rackspace contracting entity identified in Schedule 2 exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. As referenced in Schedule 2, each party unconditionally and irrevocably submits to: (i) the exclusive jurisdiction of the courts of the applicable jurisdiction, or (ii) binding arbitration, as further described in Schedule 2.

10.3. Enforcement. Notwithstanding any exclusive jurisdiction provision above, Customer agrees that Rackspace may seek to enforce any judgment anywhere in the world where Customer may have assets. No Dispute may be brought as a class or collective action, nor may Customer assert a Dispute as a member of a class or collective action that is brought by another claimant. Each party agrees that it shall not bring a Dispute under the Agreement more than two years after the time that the Dispute accrued. The Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any action or proceeding relating to the Agreement shall be entitled to recover reasonable legal fees and costs, including attorney's fees.

11. GENERAL.

11.1. Relationship. The relationship between the parties is that of independent contractors and not business partners. Except as expressly stated in the Agreement, neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. Rackspace is not a party to and is not responsible for the performance of any TPS Agreements. Other than Representatives for the purposes of sections 7, 8, and 9, or as otherwise specifically designated a "Third Party Beneficiary", there are no third party beneficiaries to the Agreement. Customer may permit Customer's end users to use the Services, but Rackspace shall provide support only to those individuals designated by Customer in the SOW (or to the extent applicable to Customer, the customer portal) and is not required to provide any support directly to Customer's end users. Customer is liable for the acts and omissions of Customer's end users.

11.2. Interpretation. The headings or captions in the Agreement are for convenience only. The use of the word "including" means "including without limitation". If there is a conflict between the terms of the Agreement, the documents shall govern in the following order of precedence: the SOW, the Service Schedule, any other terms incorporated in the MSA, and the MSA. Unless otherwise expressly permitted in the Agreement, the terms of the Agreement may be varied only by a written agreement, signed by both parties, that expressly refers to the Agreement. A SOW may be amended to modify, add, or remove Services by a formal written agreement signed by both parties, or by an exchange of correspondence (including via the Rackspace ticketing system) that includes the express consent of an authorized individual for both parties. The pre-printed terms of Customer's purchase order or other business form or terms that Customer provides shall be void and of no effect. Some terms are incorporated into the Agreement by reference to pages on the Rackspace website and Rackspace may revise those terms from time to time (including the MSA). Except where otherwise designated, such revisions are effective and supersede and form part of the Agreement as of the time: (i) Customer enters into a new SOW referencing the revised terms; (ii) a SOW automatically renews pursuant to the Agreement; or (iii) the parties enter into an agreement for a Renewal Term or account transfer (in which case Customer acknowledges that it has reviewed and accepted the then-current version of the terms). If over time Customer enters into multiple agreements for a given Customer Configuration (for example to add additional components or services) then the most recent terms referenced in the SOW(s) shall govern the entirety of the Services for the given Customer Configuration. Although Customer may have received a non-English, translated version of this terms document, or another Rackspace terms document, the official, binding Agreement between the parties is based solely on the English language terms documents. Notwithstanding, the parties agree to do an official translation of this document (or other terms documents) if needed for enforceability purposes under local laws.

11.3. Force Majeure. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if failure to perform an obligation is due to an event beyond its control, including significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, fire, acts or orders of government, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

11.4. Assignment & Subcontractors. Neither party may assign any of its obligations under the Agreement or any SOWs without the prior written consent of the other party, except (a) to an Affiliate, (b) to a successor as part of a corporate reorganization, or (c) upon a sale of some or all its business or assets (each a "**Permitted Assignment**"). The assigning party may transfer the other party's Confidential Information as part of any Permitted Assignment, provided the assigning party notifies the other party of such Permitted Assignment. Unless otherwise expressly authorized by Rackspace in writing, Customer may not (i) sell, resell, lease, or provide the Services as a service, or (ii) assign, grant, or transfer any interest in Third Party Services or Third Party Software to another individual or entity. Rackspace may use its Affiliates or subcontractors to perform all or any part of the Services, but Rackspace remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if Rackspace performed the Services itself.

11.5. Notices. Customer's communications to Rackspace regarding the Services should be sent to Customer's account team using the customer portal; except that, Customer must send legal notices (including termination notices) by electronic mail to legalnotice@rackspace.com; and by overnight postal service to: General Counsel, Rackspace US, Inc., 19122 US 281, Suite 127, San Antonio, TX 78258. Rackspace's communications regarding the Services and legal notices shall be posted on the customer portal or sent by email or post to the individuals Customer designates as contacts on Customer's account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first

Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices shall be given in English.

11.6. Publicity. Customer agrees that Rackspace may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials. Rackspace may issue a press release announcing the parties' relationship, the contents of which shall be subject to Customer's prior written consent (not to be unreasonably withheld or delayed). Customer may not issue any press release or publicity regarding the Agreement, use the Rackspace name or logo or other identifying indicia, or publicly disclose that it is using the Services without Rackspace's prior written consent.

11.7. Enforceability & Waiver. If any part of the Agreement is found unenforceable, the rest of the Agreement shall continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. The parties acknowledge and agree that the pricing and other terms in the Agreement reflect and are based upon the intended allocation of risk between the parties and form an essential part of the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The parties agree that rights to terminate for cause under the terms of the Agreement may be exercised without the need for a court order, or other action not expressly set out in the Agreement.

11.8. Survival. The following provisions shall survive expiration or termination of this MSA: sections 5, 6, 7, 8, 9, 10, and 11; all terms of the Agreement requiring Customer to pay Fees (inclusive of any early termination fees); and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

11.9. Entire Agreement. The Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s), or understanding(s), written or oral.

SCHEDULE 1
DEFINED TERMS

"**AAA**" means the American Arbitration Association.

"**Affiliate**" as to Customer means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as such control exists; and as to Rackspace means Rackspace Technology, Inc. and any entity that is directly or indirectly controlled by Rackspace Technology, Inc. As used in this definition "**control**" means control of more than a 50% interest in an entity.

"**Aggregated Data**" means Service Metadata or other operational data that has been combined from multiple customers and processed in a manner that removes Customer identifiers such that the data cannot be linked to any specific customer without unreasonable effort.

"**Agreement**" means, collectively, the MSA and any terms incorporated by reference in the MSA, and any applicable SOW, Service Schedule, or other addenda which govern the provision of Services.

"**AI Product Terms**" means the Rackspace AI Product Terms (presently found at the following URL: https://www.rackspace.com/information/legal/ai-product-terms) as periodically updated by Rackspace.

"**AI Terms**" means Rackspace's Responsible AI Policy (presently found at the following URL: https://www.rackspace.com/information/legal/rap) as periodically updated by Rackspace.

"**AUP**" means Rackspace's Acceptable Use Policy (presently found at the following URL: https://www.rackspace.com/information/legal/aup) as periodically updated by Rackspace.

"**Auto Renewal Term**" means the automatic renewal period following expiry of the Initial Term, for consecutive rolling 90 day terms.

"**Business Day**" means Monday through Friday, excluding public holidays in the country whose laws govern the Agreement.

"**Confidential Information**" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.

"**Customer**", "**Client**", or "**you**" means the entity ordering the Services.

"**Customer Configuration**" means an information technology system (hardware, software, and/or other information technology components) which is the subject of the Services or to which the Services relate.

"**Customer Data**" or "**Client Content**" means all data which Customer receives, stores, or transmits on or using the Customer Configuration, explicitly excluding Service Metadata, Aggregated Data, and any other data generated, derived, or collected by Rackspace's systems in connection with the delivery, maintenance, or improvement of the Services.

"**Customer IP**" means Customer's pre-existing Intellectual Property.

"**Deliverables**" means the tangible or intangible materials, specifically identified and described in a SOW as Deliverables, which Rackspace delivers to Customer as a result of any professional Services.

"**Deprecated Service**" means a Rackspace-provided product or Service, or any element thereof, which is identified as "End of Sale", "End of Support", or "End of Life".

"**Dispute**" means any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination, or invalidity thereof.

"**EOL Terms**" means the End of Life Terms (presently found at the following URL: https://www.rackspace.com/information/legal/eolterms) as periodically updated by Rackspace.

"**Excluded Items**" means Open Source Software, Third Party Services, and Third Party Software.

"**Fees**" means the fees payable under the applicable SOW.

"**Hosted System**" means a Customer Configuration provided by Rackspace for Customer's use at a Rackspace data center.

"**Initial Term**" means the initial term of the applicable SOW.

"**Intellectual Property**" means patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights.

"**Local Withholding Taxes**" means withholding (or similar) taxes imposed on income that may be attributable to Rackspace in connection with its provision of the Services that Customer is legally required to withhold and remit to the applicable governmental or taxing authority.

"**MSA**" or "**GSA**" means this Professional Services Master Services Agreement.

"**One Time Services**" means Services which are provided on a one-off basis.

"**Open Source Software**" means open source software including Linux, OpenStack, and software licensed under the Apache, GPL, MIT, or other open source licenses.

"**Rackspace**" or "**we**" means the Rackspace Affiliate identified in the SOW, or if none is identified: (i) Rackspace US, Inc. if Customer's primary billing address is located in the United States; or (ii) Rackspace International GmbH if Customer's primary billing address is located outside of the United States.

"**Rackspace Configuration Requirements**" means those specifications identified by Rackspace as required to perform the Services, such as a required reference architecture or software version, as described in Customer's SOW or Service Schedule.

"**Rackspace IP**" means Rackspace's Intellectual Property, not otherwise generally licensed to the public under an Open Source Software license.

"**Recurring Services**" means Services which are provided on an on-going basis.

"**Renewal Term**" means a fixed term extension of the SOW term.

"**Representatives**" means a party's respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents.

"**SCCA**" means the Saudi Center for Commercial Arbitration.

"**Sensitive Data**" means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data), PII, or other like term under applicable data protection or privacy law and includes information that by itself or combined with other information can be used to identify a person; (ii) financial records; and (iii) other sensitive or regulated information.

"**Service Metadata**" means technical, operational, and usage data generated through Customer's use of the Services, including log data, performance metrics, configuration data, API calls, resource utilization statistics, and error reports. Service Metadata does not include Customer Data content.

"**Service Schedule(s)**" or "**Product Terms**" means additional terms and conditions incorporated in a SOW which contain service or product-specific obligations.

"**Services**" means the Rackspace services identified in a specific SOW.

"**SLA**" means any provision providing a specified credit remedy for an identified failure to deliver or provide the Services to the identified standard.

"**SOW**", "**Statement of Work**", "**Service Order**" or "**Order Form**" means the document describing the Services Customer is purchasing, including any online order, process, API, statement of work, or tool through which Customer requests or provisions Services.

"**SPP Terms**" means Rackspace's Global Security and Privacy Practices (presently found at the following URL: https://www.rackspace.com/information/legal/securitypractices) as periodically updated by Rackspace.

"**Tax**" means any value added, goods and services, sales, use, property, excise, and like taxes, import duties and/or applicable levies arising out of the provision of the Services.

"**Test Services**" means those Services designed by Rackspace as "Test", "Beta", "early access", or with like designation in a SOW.

"**Test Terms**" means the Test Terms (presently found at the following URL: https://www.rackspace.com/information/legal/testterms) as periodically updated by Rackspace.

"**Third Party Fee Increase**" means the direct or indirect increase of fees by a third party vendor charged to Rackspace for Customer's use of Third

Party Services, Third Party Software, or both, which may occur at any time.

"**Third Party Services**" means services provided by a third party and used in connection with the Services.

"**Third Party Software**" means software provided by a third party and used in connection with the Services.

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

"**Unsupported Services**" means Services designated by Rackspace as "best efforts", "non-standard", "reasonable endeavors", "unsupported", or with like designation in a SOW.

SCHEDULE 2
GOVERNING LAW AND DISPUTES

1. GOVERNING LAW TABLE.

GOVERNING LAW	ARBITRATION OR JURISDICTION	CONTRACTING ENTITY
England and Wales	Courts of England	Datapipe Europe Limited
		Rackspace Benelux B.V.
		Rackspace Germany GmbH
		Rackspace International GmbH, unless stated otherwise in this table
		Rackspace Limited
Hong Kong Special Administrative Region of the People's Republic of China	Courts of Hong Kong Special Administrative Region of the People's Republic of China	Datapipe Asia Limited
		Rackspace Asia Limited
		Rackspace International GmbH, only if Customer's primary address is in Hong Kong
Kingdom of Saudi Arabia	Arbitration	Rackspace Arabia for Information Technology Single LLC
New South Wales, Australia	Courts of New South Wales, Australia	Rackspace International GmbH, only if Customer's primary address is in Australia
		Rackspace Hosting Australia PTY LTD
		Rackspace New Zealand Limited
Singapore	Courts of Singapore	Datapipe Singapore Pte. Ltd.
		Just Analytics Pte. Ltd.
		Rackspace International GmbH, only if Customer's primary address is in Singapore
		Rackspace Singapore Pte. Ltd.
State of Texas, USA and the federal laws of the USA	Arbitration	Datapipe, Inc.
		ObjectRocket LLC
		Onica Group, LLC
		Onica Technologies Canada Inc.
		Rackspace Government Solutions, Inc.
		Rackspace International GmbH, only if the Customer's primary address is in the United States, Latin America (including the Caribbean) or Canada
		Rackspace Mexico S.de R.L. de C.V.
		Rackspace US, Inc.
		RelationEdge, LLC
		TriCore Solutions, LLC

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2. ARBITRATION. When indicated as subject to arbitration in Schedule 2, all Disputes shall be submitted to binding arbitration as follows:

2.1. General Arbitration (AAA). Except as provided in section 2.2, the arbitration shall be conducted in the state and county (or equivalent geographic location) of the principal business offices of the non-initiating party in accordance with the Commercial Arbitration Rules of the AAA in effect at the time the Dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement or to enforce an arbitration award. Either party may appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect at the time the Dispute arose. Grounds for vacating the award shall include, in addition to those enumerated under the Federal Arbitration Act, 9 U.S.C. §1 et seq. that the arbitrator committed errors of law that are material and prejudicial. The appeal shall be determined upon the written documents submitted by the parties, with no oral argument. After the appellate rights described in this section 2.1 have been exercised or waived, the parties shall have no further right to challenge the award.

2.2. Rackspace Arabia Arbitration (SCCA). Where the contracting Rackspace entity is Rackspace Arabia for Information Technology Single LLC, arbitration will be conducted by the SCCA in accordance with its arbitration rules. The seat of the arbitration shall be Riyadh, Kingdom of Saudi Arabia. The language of the proceedings shall be English. The arbitral tribunal shall be comprised of three arbitrators. The claimant(s) shall nominate one arbitrator in the notice of arbitration; the respondent(s) shall nominate one arbitrator in its response to such notice; and the two party-nominated arbitrators shall agree upon the third arbitrator (who shall act as the presiding arbitrator) within 14 days of the second arbitrator's appointment. If a party fails to nominate an arbitrator, the SCCA Administrator shall appoint an arbitrator on behalf of such party. If the party-nominated arbitrators fail to agree upon a third arbitrator, the SCCA Administrator shall appoint the third arbitrator in accordance with Article 12(6)(e) of the SCCA Arbitration Rules. The arbitrator(s) shall issue a reasoned award with findings of fact and conclusions of law.

2.3. Confidentiality. Neither party nor an arbitrator may disclose the existence, content, or results of any arbitration under this Agreement without the prior written consent of both parties.