COMMITMENT DISCOUNT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Commitment Discount Terms will apply to the Customer's commitment to purchase Committed Services.

1. DEFINITIONS.

"**Usage**" means the monetary value attributable to Customer's actual usage of the Services or Infrastructure, or both, as applicable, and as detailed on Customer's invoice.

"**Commitment**" means the minimum spend commitment to which Customer has committed, whether for Services, or Infrastructure, or both, net of (i.e., calculated after applying) any credits and discounts (and prior to assessment of Taxes) that Customer will pay to Rackspace for Fees incurred under the billing identifier (or sub-identifier) associated with the applicable Rackspace-managed Third Party Cloud Account.

"**Commitment Discount**" means the discount applicable to the Services Minimum and any additional incremental Services. For purposes of these Commitment Discount Terms, "Services" excludes Infrastructure unless explicitly stated otherwise.

"**Commitment Enrollment**" means a Service Order or other written agreement within which Customer has made a Commitment.

"**Committed Services**" means the Services specified in Customer's Commitment Enrollment.

"**Commitment Term**" means the term during which the Customer agrees to pay the Commitment.

"**True-up Interval**" means the interval, either monthly or yearly, within which Customer must meet its Commitment obligations.

"**Discounted Services Minimum**" means the Services Minimum after application of the Commitment Discount.

"**Infrastructure**" means the Third Party Cloud platform infrastructure re-sold through Rackspace, but does not include Marketplace Purchases.

"**Infrastructure Minimum**" means the minimum spend Commitment for Infrastructure to which Customer has committed.

"**Marketplace Purchase**" means a purchase of software, licenses, data, products, services, or any other offerings conducted through any third-party online point-of-sale or provisioning service, (e.g., the AWS Marketplace, GCP Marketplace or Microsoft Azure Marketplace).

"**Services Minimum**" means the minimum spend Commitment for Services to which Customer has committed. For purposes of these Commitment Discount Terms, "Services" excludes Infrastructure unless explicitly stated otherwise.

"**Third Party Cloud**" means the Amazon Web Services, Microsoft Azure, and/or Google Cloud Platform services, as applicable.

"**Third Party Cloud Account**" means an AWS account, an Azure subscription, and/or a Google Cloud Platform project, as applicable.

2. COMMITMENT & DISCOUNTS.

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2.1. Customer's eligibility for the Commitment Discount is contingent upon satisfaction of Rackspace's credit approval criteria, including successful completion of a credit check and confirmation that Customer's account is not overdue for payment.

2.2. The Commitment Discount is provided to Customer for the Commitment Term, and will not be applicable following expiration of the Commitment Term.

2.3. Customer agrees to pay no less than the Discounted Services Minimum and (as applicable) the Infrastructure Minimum for the Committed Term. Customer may take advantage of other discount offers provided by Rackspace, but no other discount or discounting mechanism (e.g. reserved instances), provided by Rackspace or any third-party, shall reduce the Discounted Services Minimum and/or (as applicable) the Infrastructure Minimum.

2.4. Unless otherwise expressly stated to the contrary in the Commitment Enrollment, the Commitment Term will commence on the effective date of the Commitment Enrollment.

2.5. Any SLA credit due to Customer otherwise calculated by reference to the Services Minimum will be calculated in reference to the Discounted Services Minimum.

2.6. The extension of the Agreement for an Auto Renewal Term or Renewal Term will not extend the Commitment Term, unless expressly agreed by the parties in writing.

3. BILLING. Unless otherwise expressly stated to the contrary in the Commitment Enrollment, the Commitment Discount will be applied at the beginning of the next full billing cycle following the effective date of the Commitment Enrollment. Customers choosing to pre-pay will be billed for the entire Commitment amount on the first day following the effective date of the Commitment Enrollment.

4. USAGE & APPLICATION OF DISCOUNT. The Commitment Discount shall apply to all eligible Services Usage during the Commitment Term, both for amounts up to the Discounted Services Minimum and for any amounts exceeding such minimum. The discount percentage shall remain fixed throughout the Commitment Term. During each True-up Interval, Customer shall pay the greater of: (i) Customer's actual Usage; or (ii) the Discounted Services Minimum and (if applicable) the Infrastructure Minimum. No refunds, credits, or offsets shall be provided for Usage below the committed minimums. Infrastructure Exclusion. Notwithstanding any other provision herein, the Commitment Discount shall not apply to Infrastructure or the Infrastructure Minimum.

5. UPGRADES/DOWNGRADES. Customer may request an increase in the Services Minimum at any time during the term, upon written request to Rackspace, and the increased Services Minimum will be effective in the first billing cycle immediately following signature of the written agreement memorializing the increased Services Minimum. In order to increase its Services Minimum, Customer must enter into a new Commitment Enrollment for a renewed Commitment Term, which will replace and supersede all prior Commitment Enrollments for the same Committed Services. Customers may not downgrade the Services Minimum.

6. TERMINATION. The Parties agree that if: (i) Customer terminates the Agreement or the Commitment Enrollment for a reason other than Rackspace's material breach; or (ii) Rackspace terminates the Committed Services for Customer's breach, then, in addition to other amounts Customer may owe, Customer shall pay an early termination fee equal to the Discounted Services Minimum and (as applicable) the Infrastructure Minimum otherwise payable for the remainder of the Committed Term. Customer will not receive a refund for any prepaid amounts.