ARCHITECT & DEPLOY SERVICE BLOCK

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases the Architect & Deploy Service Block.

1. ADDITIONAL DEFINITIONS.

"**AWS Region**" means those geographical regions defined by AWS and found at the following URL (or such successor URL as Amazon may designate in the future): https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/using-regions-availability-zones.html

"**Azure Region**" means those Azure regions defined by Microsoft found at the following URL (or such successor URL as Microsoft may designate in the future): https://azure.microsoft.com/en-us/global-infrastructure/regions/

"**Change Control Procedure**" means the procedure, detailed in section 7, for altering the scope of Customer's Services.

"Deployment" means a single Customer Configuration deployed by Rackspace into Customer's Third Party Cloud, and in accordance with Customer's Detailed Design.

"Deployment Phase" means a phase or stage of Deployment which will generally progress in the following order: High Level Design, Detailed Design, build, and handover; a Deployment Phase may be associated with technical specifications or functional milestones, may involve the production of documentation, and may require, upon completion, Customer review, input and/or approval.

"**Detailed Design**" means a detailed blueprint which will include technical, operational, and security specifications for Customer's Deployment(s) in scope for the Services, created in consultation with Customer and based on a High Level Design; and which may, upon Rackspace's reasonable determination, be deemed as encompassed within such High Level Design.

"**Discover & Enhance Terms**" means those Product Terms detailed at the following URL (or such successor URL as Rackspace may designate): http://www.rackspace.com/information/legal/discoverenhance, as may they be updated by Rackspace from time to time.

"**Engagement**" means either (i) a Deployment, created in accordance with a new or existing Detailed Design or (ii) an Enhancement, created in accordance with a new or existing Enhancement Plan (where Enhancement Plan is defined in the Discover & Enhance Terms).

"**Enhancement**" will have the meaning ascribed to it in the Discover & Enhance Terms, and will be governed by the Discover and Enhance Terms.

"**Google Cloud Region**" means those Google Cloud Platform regions defined by Google and found at the following URL (or such successor URL as Google may designate in the future): https://cloud.google.com/about/locations/**.**

"High Level Design" means the preliminary design document that details broad design considerations and proposed solutions to address those considerations, which may also, upon Rackspace's reasonable determination, be deemed to encompass and function as the Detailed Design.

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

"Region" means the either the AWS Region, Azure Region, or the Google Cloud Region, as applicable.

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"**Subscription**" means an Architect & Deploy subscription service block, as detailed in Customer's Service Order.

"**Third Party Cloud**" means Amazon AWS, Microsoft Azure, and/or Google Cloud Platform, as applicable.

2. SERVICES.

2.1. Pre-Implementation. Rackspace will create and review a High Level Design with Customer prior to initiating any Detailed Design or Deployment. The High Level Design will set out the proposed Deployment, including in-scope systems and technology to be utilized or modified by Rackspace on Customer's behalf. Customer has a right to waive creation of a High Level Design at Rackspace's request.

2.2. Design & Deploy. Prior to initiating any Deployment(s), Rackspace shall work with Customer to create a Detailed Design, which will contain technical, operational, and security specifications necessary for Deployment implementation, and which will identify target systems in Customer's Third Party Cloud configuration in which to provision the Deployment(s). Once the Detailed Design has been mutually agreed upon, or otherwise accepted as described in these terms, Rackspace will implement the Deployment(s) utilizing the Detailed Design. Notwithstanding the foregoing, at Rackspace's option, the High Level Design may be deemed to encompass and function as the Detailed Design without further need to create a Detailed Design. Services provided by Rackspace under these Product Terms will be performed on Business Days, from 8AM to 5PM local time in most regions (Americas, EMEA, LATAM, APAC); Services in Australia will be performed from 9AM to 5:30PM local time, and Services hours in other regions may vary.

2.3. Consultation. During performance of the Services, Rackspace may, as necessary, provide guidance to Customer, including guidance on:

(A) account structure and governance controls in the Detailed Design;

(B) technology considerations, including existing Third Party Cloud products or services sufficient to meet the objectives defined by Customer's Detailed Design.

2.4. Subscription Services. Architect & Deploy Services may be purchased on a one-time basis or as a Subscription. If Customer has purchased a Subscription, then Customer may request up to four Engagements per calendar month across all Third Party Clouds within the Subscription. Customer is not permitted multiple Subscriptions; all Engagements deployed pursuant to a Subscription are cumulative within the Subscription. This four Engagement limit is exclusive of any one-time Architect and Deploy or Discover and Enhance Services.

2.5. Exclusions.

(A) Generally. Anything not otherwise described in the Detailed Design and these Product Terms is out of scope for the Services. For the sake of clarity, backup and migration of data is out of scope for the Services.

(B) Out of Scope Tasks. If, during performance of the Services, Customer requires implementation of an out of scope task that is within Rackspace's capabilities, Rackspace will work with Customer to either implement the change through the Change Control Procedure detailed in section 7, or identify Rackspace's available product or service offerings which may address Customer's need. Rackspace does not guarantee it will be able to address all out of scope requests made by Customer.

2.6. Duration. Any project duration provided by Rackspace is only an estimate, is provided as a courtesy to Customer, and will not serve as a warranty or completion time guarantee. Estimated project duration is based on the complexity of all Deployments comprising Customer's Services and availability of project resources from both Customer and Rackspace. Changes to the High Level Design, the Detailed Design, and/or resource availability may alter project duration.

3. CUSTOMER RESPONSIBILITIES.

3.1. Customer Cooperation Required. The Customer responsibilities described in this section 3 are necessary for successful completion of these Services.

3.2. Customer Non-cooperation. Should Customer fail to meet the obligations in this section 3:

(A) Customer's Deployment may be removed from the services-delivery queue or scheduled date(s) for Services may be changed;

(B) the resources assigned to Customer may be re-allocated;

(C) additional changes to cost, duration, and scope may become necessary;

(D) Rackspace may suspend or terminate the Services and recover the fees as described in section 10;

(E) as further described in section 6, Rackspace may, at its option, consider the Deployment Phase accepted and advance later Deployment Phases; and

(F) to the extent of any resulting failure or delay by Rackspace to perform its obligations, Rackspace will not be held liable.

3.3. Point of Contact, Responsibilities. Customer must assign a primary point of contact with whom Rackspace will interface. Customer's primary point of contact is responsible for ensuring Customer's compliance with the terms of the Service Order and these Product Terms, and will:

(A) have the authority to act on Customer's behalf in all aspects of the Services, including the authority to resolve conflicting requirements;

(B) ensure that all communications between Customer and Rackspace are made with the appropriate Rackspace personnel through the Rackspace ticketing system;

(C) coordinate Customer's personnel schedules and resource allocation;

(D) provide Rackspace with Customer's technical points-of-contact that have a working knowledge of the technical requirements of the Deployment(s);

(E) ensure Customer resources participate in meetings, as required; and

(F) review and approve all Deployment Phases when notified of completion by Rackspace, as described in section 6.

3.4. Customer shall provide Rackspace timely access to accurate and complete information relative to the Services, as reasonably requested.

3.5. Customer will coordinate maintenance windows for affected systems with stakeholders and/or third parties, as necessary.

3.6. Customer will follow the Change Control Procedure set out in section 7 for any desired changes to the scope.

3.7. Customer is responsible for its own data and applications, and the support of its end-users, stakeholders, or other third parties.

3.8. Customer will provide prompt agreement, approval, acceptance, consent, feedback, assistance, or similar action as required by Rackspace, and such action will not be unreasonably delayed or withheld.

3.9. Additional Customer obligations may be mutually agreed upon via the Change Control Procedure.

4. MOBILIZATION. Unless otherwise notified by Rackspace, Customer's Services will commence following both (i) return of an executed copy of Customer's Service Order to Rackspace, and (ii) assignment of resources, which may take up to ten Business Days.

5. COMPLIANCE FRAMEWORK. Rackspace does not provide compliance certification for any portion of the Customer Configuration. Rackspace makes no representation or warranty as to the compliance readiness of any portion of the Customer Configuration. Customer understands and agrees that compliance readiness is a system wide endeavor and the compliance readiness of a Deployment can fail if a single aspect of the Customer Configuration is not compliant. Should Customer require a HIPAA or PCI compliant Deployment, Rackspace will work with Customer to architect a Deployment utilizing compliance ready elements. Should Customer require a Deployment that incorporates elements for any other compliance framework, Customer will need to engage the Rackspace Professional Services or Rackspace Managed Security teams.

6. ACCEPTANCE.

6.1. Acceptance Process. Upon completion of each Deployment Phase (or as otherwise indicated in Customer's Service Order), Rackspace shall notify Customer via ticket and request Customer's acceptance via ticket response. Following such notice, Customer will have five Business Days to review the Deployment Phase and either accept, or notify Rackspace of rejection if the Deployment Phase does not materially conform to the Acceptance Criteria (as defined in section 6.3). Customer's notice of rejection must be made via ticket and shall sufficiently describe the non-conformance, as required by Rackspace. Rackspace shall then revise the non-conforming Deployment Phase and repeat the Customer acceptance request, at which point Customer shall again have five Business Days to review the Deployment Phase and respond to the acceptance request as described.

6.2. Default Acceptance; Suspension or Termination. If Customer does not review and respond to the acceptance request in a timely and complete manner as described in section 6.1, then, the Deployment Phase will be deemed conclusively accepted, and Rackspace may either:

(A) advance to the next Deployment Phase (including completing the Deployment and handover); or

(B) suspend or terminate the Services and proceed to the remedies described in section 10.

6.3. Acceptance Criteria. The High Level Design will materially conform to the applicable information and commercially reasonable design objectives provided by Customer, and may upon Rackspace's reasonable determination, be deemed to encompass and function as the Detailed Design. A Detailed Design, if created, will materially conform to the High Level Design; and each subsequent Deployment Phase will materially conform to the Detailed Design or the preceding Deployment Phase ("**Acceptance Criteria**"). Notwithstanding the foregoing, Acceptance Criteria are subject to change as deemed reasonably required by Rackspace or as otherwise contemplated by these Product Terms.

6.4. Deployment Phase; Services Completion. Customer's execution of the Service Order shall serve as conclusive acceptance of any Deployment Phase completed on or prior to the Service Order execution date. A Deployment is deemed completed in its entirety upon completion and acceptance of all Deployment Phases comprising the Deployment.

7. CHANGE CONTROL PROCEDURE. This Change Control Procedure applies for any addition and/or modification to an incomplete Deployment that is not immaterial, as determined by Rackspace. In accordance with this Change Control Procedure, Customer and Rackspace will work together to prepare a change request

("**Change Request**") substantially in the format found in Exhibit A and incorporating, at a minimum, the following information:

7.1. A detailed description of the change and the rationale behind the change;

7.2. Any impact on scope and provision of the Services;

7.3. Any amendment required to document the change;

7.4. Details of any increase or decrease in Fees as a result of the change; and

7.5. The date of expiry of validity of the Change Request**.**

The Customer shall respond to a Change Request sent from Rackspace within five Business Days. Rackspace and Customer will work together to revise any Change Request, as necessary, to accurately reflect the requested changes and their effect on the Services. If both parties subsequently agree to implement a Change Request, then both parties shall execute a copy of the Change Request (and exchange scanned copies by email or in physical format) to authorize the implementation of those changes.

Until such time as a Change Request has been fully executed, Customer and Rackspace shall continue to perform in accordance with the scope of the most recently agreed Services engagement.

A fully executed Change Request will formally amend the applicable Service Order.

8. DISCLAIMERS & EXCLUSIONS.

8.1. Regional Exclusions. Rackspace may be prevented from providing Services in certain Regions. If Customer has a question as to availability of the Services in a specific Region, Customer is encouraged to contact Rackspace support.

8.2. Subscription Limit. Customer's request for a new Engagement is taken on a first-come first-served basis, and is limited by Rackspace's intake and resource capacity. Should Rackspace foresee unreasonable delay in its ability to begin implementation the requested Services, Rackspace shall notify Customer, and may delay or cancel Customer's request for the Services as Rackspace determines necessary.

9. FEES & INVOICING.

9.1. One Time A&D Fees, Invoicing. One-time Architect & Deploy Services are invoiced on a fixed fee basis. The Fee is based on information made available to Rackspace by Customer prior to issuance of the applicable Service Order. Should the information upon which the Fee is based be incomplete or inaccurate, or in the event of newly-emerging information, or changed Customer requirements, Customer's Fee may change in accordance with the Change Control Procedure set out in section 7. Fees for one-time Architect & Deploy Services will be invoiced in arrears following completion of the Services (or upon the completion of certain Deployment Phases indicated in a Service Order), and are due in accordance with Customer's Agreement.

9.2. Subscription A&D Fees, Term and Invoicing.

(A) Subscription Fees. Fees for a Subscription will be charged on a monthly, recurring basis and are based on the aggregate monthly infrastructure cost of Customer's Third Party Cloud provided services utilizing the Subscription. Such Third Party Cloud provided services include both preexisting infrastructure and additional infrastructure provisioned for Customer (whether by Rackspace, Customer or a third party). Fees for the Subscription Services will vary each month based on Customer's applicable Third Party Cloud spend, but will not be less than the minimum Fees stated in the Service Order. Fees for the Subscription will be invoiced monthly in arrears, and are due in accordance with the Agreement. If

Rackspace provides Subscription Services for Customer Configurations within more than one Third Party Cloud, Subscription Fees will be separately calculated and invoiced for each Third Party Cloud.

(B) Subscription Term. For each Third Party Cloud Account identified in the initial High Level Design, the initial Subscription term shall begin upon the Service Order effective date unless a deployment date is specified in the Service Order, in which case, such specified deployment date shall control. For Third Party Cloud Accounts created after the Service Order effective date, that were not identified in the initial High Level Design, the initial Subscription term shall begin upon the creation date of such Third Party Cloud Account. The Initial Term for all Third Party Cloud Accounts shall be as identified in the applicable Service Order. Upon expiration of the Initial Term, the Subscription for each Third Party Cloud Account shall automatically renew for successive periods of 90 days, unless and until either party terminates these Services by providing the other with written notice of termination at least 90 days prior to expiration of the then-current term. Customer understands and agrees that the Third Party Cloud Account(s) associated with an applicable Service Order will be identified, once created, via a Rackspace-provided ticket communication, which shall supplement and be made a part of Customer's Agreement.

10. TERMINATION FOR CAUSE; INACTION

10.1. Termination. Rackspace may immediately terminate the Services, and the applicable portion of the associated Service Order, if Customer fails to provide Rackspace with information deemed reasonably necessary by Rackspace for advancement or completion of the Services within 30 days of Rackspace's initial request. Prior to termination in accordance with this section, Rackspace will provide Customer with five Business Days to respond to a final notice containing a request for that information which Rackspace requires to advance or complete the Services.

10.2. Termination Fees. Upon termination of a Third Party Cloud Account in accordance with this section, Rackspace may invoice Customer for, to the extent unpaid, the full cost of the Fees for Services indicated in these Product Terms, as indicated in the Service Order, and as may be amended by any fully-executed Change Request. With respect to "Subscription A&D Fees" in section 9.2, the full cost of the Fees equals the Customer's highest monthly service fee times the number of remaining months in the subscription term, unless otherwise stated in the Service Order. Additionally, upon termination as described in this section, Rackspace may invoice Customer for fees for other Services indicated in the applicable Service Order. Rackspace and Customer agree that all fees indicated in this section reflect the reasonable value of Rackspace's time, costs, expenditures, Agreement expectancy and other financial considerations, and that such fees are a remedy and not a penalty.

EXHIBIT A
CHANGE REQUEST

This Change Request ("**Change Request**") is between the Rackspace entity and the customer signing below ("**Rackspace**" and "**Customer**" respectively) and amends the <Insert Document to be Amended> between the parties signed by Customer on <Insert Date of Customer's signature>. All other terms and conditions of the Agreement not otherwise amended by this Change Request shall remain in full force and effect.

1. OVERVIEW OF CHANGE.

1.1. <Description of the current Services being provided under the SOW>

1.2. <Description of the rationale behind the change>

1.3. The proposed change(s) are:

(A) <Change description 1>.

(B) <Change description 2>.

(C) <Change description 3>.

2. TIMELINE IMPACT. <Description of Timeline impact>.

Description	**Change to Project Timeline**
<Scope Change 1>	XX Hours/Days/Weeks
<Scope Change 2>	XX Hours/Days/Weeks
<Scope Change 3>	XX Hours/Days/Weeks
TOTAL	**XX Hours/Days/Weeks**

3. SCOPE & BUDGET IMPACTS.

3.1. <Description of scope and budget impacts>. Any additional Fees shall be invoiced upon completion of the Services outlined in this Change Request and shall be due in accordance with the payment terms of the Agreement.

Description	**Change to Fees**
<Scope Change 1>	$-----

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<Scope Change 2>	$-----
<Scope Change 3>	$-----
TOTAL	**$-----**

4. EXPIRATION. This Change Request expires if not signed and returned by Customer to Rackspace on <Insert Expiration Date> by 11:59 p.m. in the time zone in which the Services are to be performed.

The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral. The individual signing represents to Rackspace that they are authorized to sign on behalf of Customer. Customer accepts the terms of the Agreement, including any document or terms referenced above.

Accepted by Customer (All Fields Required)	**Accepted by Rackspace**
Signature:	Signature:
Date:	Date:
Name:	Name:
Title:	Title:
Company:	Company: **[enter Rackspace entity]**