DISCOVER & ENHANCE 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 Discover & Enhance Service Block.

1. DEFINITIONS.

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

"Enhancement" means a configuration change to a single, pre-existing Third Party Cloud Environment by Rackspace to in accordance with Customer's Enhancement Plan.

"**Enhancement Plan**" means a detailed list of one or more specific Enhancements that Rackspace and Customer agree to have Rackspace conduct as part of this engagement, created in consultation with Customer and based on the Discovery Review Document.

"Discovery Review Document" means a preliminary assessment document that separately lists (i) Rackspace's recommended Enhancements to all in-scope Third Party Cloud Environments, and (ii) Enhancements that are required to be made to all in-scope Third Party Cloud Environments in order to make them eligible for Rackspace's Manage & Operate Service Block.

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

"**Third Party Cloud Environment**" means Amazon Web Services account, Microsoft Azure subscription, or Google Cloud Platform project, as applicable.

"Onboarding Manager" means a Rackspace personnel resource performing project management functions for Customer's Discover & Enhance Services engagement.

2. SERVICES.

2.1. Discovery. Rackspace will create and review a Discovery Review Document with Customer prior to creating an Enhancement Plan or initiating any Enhancement.

2.2. Enhancement. Prior to initiating any Enhancements, Rackspace shall work with Customer to create an Enhancement Plan, which will specify the Enhancements that Rackspace will conduct in Customer's in-scope Third Party Cloud Environment(s). Once the Enhancement Plan has been mutually agreed upon, Rackspace will implement the Enhancements specified in the Enhancement Plan. Services provided by Rackspace under these Product Terms will be performed on Business Days, from 8AM to 5PM in the region from which Services are being performed.

2.3. Consultation. During performance of the Services, Rackspace may, as necessary, provide guidance to Customer, including guidance on technical considerations about the proposed Enhancements listed in the Discovery Review Document.

2.4. Exclusions.

(A) Exclusions Generally. Anything not otherwise described in the Enhancement Plan 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.

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(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.

2.5. 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 Enhancements comprising Customer's Services and availability of project resources from both Customer and Rackspace. Changes to the Discovery Review Document, the Enhancement Plan, and/or resource availability may alter project duration.

3. CUSTOMER RESPONSIBILITIES. The following Customer responsibilities are necessary for successful completion of the Services. Should Customer fail to meet the obligations of this section, changes to cost, duration, and scope may be necessary. To the extent Customer's failure to meet its responsibilities under this section results in a failure or delay by Rackspace in performing its obligations, Rackspace will not be liable for such failure or delay**.**

3.1. 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 any communication between Customer and Rackspace is made via the appropriate Rackspace Onboarding Manager;

(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 Enhancement Plan;

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

(F) Review and approve all deliverables.

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

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

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

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

3.6. 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.

3.7. 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 any target the Third Party Cloud environment can fail if a single aspect of the Customer Configuration is not compliant. Should Customer require the Third Party Cloud environment to be HIPAA or PCI compliant, Rackspace will work with Customer to design an Enhancement utilizing compliance ready elements. Should Customer require an Enhancement that adheres to elements of any other compliance framework, Customer will need to engage the Rackspace Professional Services or Rackspace Managed Security teams.

6. ACCEPTANCE.

6.1. Acceptance. Upon completion of a Discovery Review Document, Enhancement Plan, Enhancement or Enhancement milestone (as may be detailed in Customer's Service Order) Rackspace shall notify Customer via ticket and request Customer's approval via ticket response. Following Rackspace's notice of completion, Customer will have five Business Days to review the deliverable and notify Rackspace via ticket response for any inaccuracy or non-conformance. To be effective, such Customer notification must contain sufficient detail to permit Rackspace to identify and correct the inaccuracy or non-conformance. Rackspace will revise the deliverable in accordance with Customer's ticket notification and again notify Customer upon completion, following which Customer shall again have five Business Days to review and notify Rackspace via ticket response of any inaccuracy or non-conformance. At any stage of this acceptance process, the deliverable will be considered conclusively accepted if not rejected within five Business Days of Rackspace's notice of completion. The Services are complete upon Customer's acceptance of all deliverables comprising the Services engagement.

6.2. Acceptance Criteria. For purposes of acceptance under this section 6, the Discovery Review Document will conform with the applicable information provided by Customer; the Enhancement Plan will conform with the applicable Discovery Review Document; and any Enhancement or Enhancement milestone will conform with the applicable Enhancement Plan.

7. CHANGE CONTROL PROCEDURE. This Change Control Procedure applies for any additions to and/or modifications of an existing Services engagement which are 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:

(A) A detailed description of the change and the rationale behind the change;

(B) Any impact on scope and provision of the Services;

(C) Any amendment required to document the change;

(D) Details of any increase or decrease in Fees as a result of the change; and

(E) 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. Engagement Limit. Customer's request for a new Enhancement 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 of the requested Services, Rackspace shall notify Customer, and may delay or cancel Customer's request for the Services as Rackspace determines necessary.

8.2. Manage & Operate Dependencies. Customer's Discovery Review Document will identify certain Enhancements as required for provision of support under to the Manage & Operate Service Block. Should Rackspace permit Customer to decline implementation of any single required Enhancement but still consume the Manage & Operate Service Block any products, services, or infrastructure underlying the declined Enhancement will be excluded from the scope of Manage & Operate Services.

9. FEES & INVOICING. A Discover & Enhance Engagement is 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, Customer's Fee may change in accordance with the Change Control Procedure set out in section 7. Unless otherwise stated in Customer's applicable Service Order, fees for a Discover & Enhance Engagement will be invoiced in arrears, following Customer's final acceptance of the Engagement or applicable Engagement milestone in accordance with section 6, and due in accordance with Customer's Agreement.

10. TERMINATION FOR INACTION. Rackspace may immediately terminate Services provided under these Product Terms 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 90 days of Rackspace's initial inquiry. 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 Rackspace requires to advance or complete the Services. Upon termination in accordance with this section, Rackspace may invoice Customer the full cost of the Fees for the Services as quoted in the applicable Service Order and amended by any subsequent, fully-executed Change Request. Rackspace and Customer agree that this amount reflects the reasonable value of Rackspace's time, costs, and other financial considerations, and is 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 Services engagement that is to be modified by this Change Request>

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>	$-----
<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]**