CONSUMER PRIVACY PROTECTION ADDENDUM

This Consumer Privacy Protection Addendum (this "**CPPA Addendum**") is an addendum to the agreement for Rackspace provided Services to which it is appended or otherwise incorporated ("**Agreement**"). This CPPA Addendum defines the rights and responsibilities of each party under the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. ("**CCPA**"). This CPPA Addendum is only applicable if and to the extent Customer is a Business, as defined under the CCPA. This CPPA Addendum prevails over any conflicting terms in the Agreement but does not otherwise modify the Agreement. All capitalized terms not defined in the Agreement (including this CPPA Addendum) shall have the meanings defined in the CCPA.

1. SCOPE AND APPLICABILITY.

1.1. This CPPA Addendum applies to the collection, retention, use and disclosure of Personal Information to provide Services to Customer under the Agreement or to perform a Business Purpose.

1.2. Customer is a Business and has appointed Rackspace as a Service Provider to process Personal Information on behalf of Customer. Customer is responsible for compliance with the requirements of CCPA applicable to Businesses.

1.3. Rackspace's collection, retention, use or disclosure of Personal Information for its own purposes independent of providing Services specified in the Agreement are outside the scope of, and not subject to, this CPPA Addendum.

2. RACKSPACE RESPONSIBILITIES.

2.1. As a Service Provider, Rackspace shall not:

(A) Sell the Personal Information.

(B) Retain, use or disclose the Personal Information for any purpose other than for the specific purpose of (i) performing the Services specified in the Agreement for Customer, (ii) as set out in this CPPA Addendum, or (iii) as otherwise permitted by CCPA.

(C) Further collect, sell or use the Personal Information except as necessary to perform the Business Purpose. Rackspace shall not use the Personal Information for the purposes of providing services to another person or entity (other than Customer's Representatives or end users, consistent with provision of the Services), except that Rackspace may combine Personal Information received from one or more entities to which it provides similar services to the extent necessary to detect data security incidents or protect against fraudulent or illegal activity.

2.2. Rackspace shall respond to any Consumer request to exercise their rights by either asking the Consumer to make their request to Customer, or notifying Customer of the same. Rackspace shall assist the Customer to respond to any request from a Consumer to exercise any of her or his rights under CCPA by providing technical measures to provide Customer, in a manner consistent with the functionality of the Services, and Rackspace's role as a Service Provider, with the ability to itself access, correct, erase, restrict or export Personal Information. In respect of Personal Information within Customer Data, the parties agree that the sole assistance Rackspace shall provide is to permit the Customer, in a manner and to the extent consistent with the functionality of the Services and Rackspace's role as Service Provider, with the ability to itself to access, correct, erase, restrict or export Personal Information. Customer agrees that this Section 2.2 only applies to the extent that Customer

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does not itself hold or otherwise have access to the Personal Information and the extent that it is possible for Rackspace to provide such assistance taking into account the nature of the Services provided.

3. CUSTOMER RESPONSIBILITIES. Customer represents and warrants that it has provided notice that the Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).

4. MISCELLANEOUS.

4.1. Required by Law. Notwithstanding anything in the Agreement (including this CPPA Addendum) to the contrary, Rackspace will cooperate with law enforcement agencies concerning conduct or activity that is reasonably and in good faith believes may violate international, federal, state or local law.

4.2. No Sale of Personal Information. Notwithstanding anything in the Agreement (including this CPPA Addendum) to the contrary, the parties acknowledge and agree that Customer's provision of access to Personal Information is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the parties.