RACKSPACE RESELLER PROGRAM AGREEMENT

Please read this carefully. By clicking "**I ACCEPT**" you are agreeing to the following terms and conditions (this "**Agreement**") governing your participation in the Rackspace Reseller Program. This Agreement is between Rackspace and the person or entity agreeing to these terms and conditions ("**you**" or "**Reseller**"). Rackspace and Reseller may each be referred to as a "**Party**" and may collectively be referred to as the "**Parties**." If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement.

1. BACKGROUND. Rackspace provides managed hosting and cloud services to customers. Reseller wishes to promote, advertise, and market Rackspace Hosting Services to potential Rackspace customers and resell the Services to Reseller's third parties and End Users in exchange for a Discount. The Parties desire to enter into a such a relationship (the "**Reseller Program**") pursuant to the terms of this Agreement and the rules and benefits of the Reseller Program located at http://www.rackspace.com/information/legal/reseller-rules ("**Reseller Program Rules and Benefits**").

2. DEFINITIONS.

2.1. "Affiliate" means any and all legal entities that a party owns, that owns a party, or that is under its common control. For the purpose of this definition, "control" means an entity, directly or indirectly, holding more than 50% of the issued share capital, or more than 50% of the voting power at general meetings, or which has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such legal entity.

2.2. "**Channel Partner Compliance Terms**" means the compliance terms, which may be updated by Rackspace, and which are located at the following URL: http://www.rackspace.com/information/legal/channel-compliance-terms.

2.3. "Confidential Information" means all proprietary information disclosed by one of us to the other, whether before or after the Effective Date, that the recipient should reasonably understand to be confidential. Information that is developed by one of us on our own, without use of or reference to the other's Confidential Information, or that becomes available to one of us other than through violation of this Agreement or applicable law, shall not be "Confidential Information" of the other Party.

2.4. "Discount" means a reduction from the prevailing list price of the applicable Hosting Services.

2.5. "Effective Date" means the date that you click **"I ACCEPT"** to accept the terms and conditions of this Agreement. **"End User"** means any customer to whom you are reselling Hosting Services pursuant to this Agreement, that does not use the Hosting Services at the time you register the customer, and that is accepted by Rackspace in its sole discretion as described in the Reseller Program.

2.6. "Hosting Services" means Rackspace's commercially available services as described in the Reseller Program.

2.7. "Marks" means a Party's respective names, logos, trademarks, trade names, domain names, URLs and other identifying indicia.

2.8. "Qualifying Resale" means a separate new contract for the resale of a Hosting Service to one or more End Users, which unless expressly agreed otherwise by Rackspace in such agreement shall be on Rackspace standard terms.

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2.9. "Rackspace" or **"we"** means (i) Rackspace US, Inc. if Reseller's address, as stated in the Reseller's application, is located in the United States, or (ii) Rackspace International GmbH if Reseller's address, as stated in the Reseller's application, is located outside of the United States.

2.10. "Partner Portal" means the website utilized to register End Users and provide information regarding the Reseller Program, currently found at https://partners.rackspace.com/English/.

3. MARKETING & LICENSE.

3.1. Any marketing by Reseller of Hosting Services, utilization of Rackspace information and/or materials, or use of Rackspace's shall be undertaken in accordance with this Agreement and only as permitted under the Reseller Program.

3.2. Subject to this Agreement and its terms, Rackspace hereby grants to Reseller a royalty-free, non-exclusive, non-transferable and revocable license for the term of this Agreement to use the Rackspace Marks, and associated materials, language or code for the sole and exclusive purpose of marketing and reselling the Hosting Services to potential End Users subject to compliance with Rackspace's Reseller Program guidelines and instructions, including Rackspace's Trademark Usage Guidelines which can be found at http://www.rackspace.com/information/legal/copyrights_trademarks as updated from time to time by Rackspace at its sole discretion. Rackspace may revoke this license at any time by giving Reseller written notice (including via email).

3.3. We may, at our option, market your products or services in compliance with your guidelines and instructions that are communicated to us in advance in writing and you agree to grant us a license to do so accordingly.

4. DISCOUNT; ADDITIONAL SELLER RESPONSIBILITIES.

4.1. Rackspace will provide a Discount for Qualifying Resales, upgrades and renewals. Such Discount will be applied against the recurring fees invoiced during the preceding month, net of any credits, and not on any non-recurring amounts (such as one-time fees, set up fees or bandwidth overages) professional services or any sales taxes or like charges of governmental entities. Discounts will be issued as a credit to your account.

4.2. Discounts shall not be provided in connection with any other discount or commission, special offer or promotion.

4.3. Support. You agree that you will be the first line of support for your End Users and will offer to provide live support to your End Users 24x7, year round, including basic trouble-shooting for the Hosting Services; provided that an End User may elect in writing 8x5 support instead. If your End Users need advanced support, Rackspace will, at your request, participate in three-party communications to assist you. Rackspace does not expect to communicate directly with your End Users regarding support questions, and Reseller agrees not to refer your End Users to Rackspace for direct support without Rackspace's prior written consent.

4.4. No Third Party Beneficiaries. Your End Users are not parties to or beneficiaries of this Agreement between us

4.5. Written Agreement. You must require your End Users to enter into a binding agreement that includes the following: (i) an acknowledgement that such End User will abide by Rackspace's Acceptable Use Policy found at: http://www.rackspace.com/information/legal/global/aup (the "**AUP**") and shall have no rights against Rackspace in connection with the Hosting Services that you are reselling and, (ii) if you are reselling Hosting Services that include Microsoft software, those Microsoft license terms that appear at: http://www.rackspace.com/aboutus/legal/microsoftlicense.php, and (iii) a prohibition against high risk use of the hosting services (e.g., you may not use, or permit any other person to use, the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices).

4.6. Export Matters. Reseller may not resell Hosting Services to a country specified as a prohibited country under applicable law.

4.7. Liability for Fees and Use of Services, Breach of Agreement. You acknowledge the following: (i) that you are liable under the Hosting Terms for the fees due for Services (as defined in your Hosting Terms) regardless of whether your End User pays amounts due in connection with their account with you; (ii) that you are responsible for use of the Services by your End Users in violation of the AUP or other portion of this Agreement to the same extent as if you were using the Services yourself.

4.8. Transfers of End Users' Data. In the event your End User chooses to sign an agreement for Hosting Services directly with Rackspace, you agree not to prevent such End User from transferring their data or DNS records to Rackspace, or from using their DNS records on the Rackspace network.

4.9. Claims by Your End Users. If Rackspace, its Affiliates, or any of their respective employees, agents, or suppliers is faced with a legal claim by your End Users (on any theory), Reseller will pay the cost of defending the claim (including reasonable legal fees) and any damages awards, fine, or other amounts reasonably incurred by Rackspace as a result of the claim. Conduct of such indemnification shall be in accordance with Section 5.3 hereof.

5. INDEMNIFICATION.

5.1. Indemnification Related to Use of Marks. Each party (for purposes of this section, an "**Indemnitor**") shall pay the cost of defending a legal claim by a third party (including reasonable legal fees) and any damages award, fine, or other amount that is reasonably incurred by the other Party (for purposes of this section, an "**Indemnitee**") arising out of: (i) the use of its own Marks by the other Party as permitted by this Agreement, or (ii) its own use of the other Party's Marks other than as permitted by this Agreement.

5.2. Indemnification for Breach. If Rackspace or its Affiliates, or any of their respective employees, agents, or owners (collectively, for purposes of this section, an "**Indemnitee**"), is faced with a legal claim by a third party arising out of: (i) a failure to comply with the obligations in Section 4.6 or Section 4.7, or the Channel Partner Compliance Terms; (ii) breach of any of your obligations, representations, or warranties under this Agreement; (iii) a violation by you or your End Users of any law, rule, or regulation pertaining to the performance of this Agreement; and/or (v) false or misleading sales, marketing, or promotional materials, terms, warranties, or related information regarding your sale of the Rackspace services, you (for purposes of this section, an "**Indemnitor**") will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine, or other amount that is reasonably incurred by Rackspace as a result of the claim.

5.3. Notice and Defense Requirements. In order to qualify for the defense and payment obligations described in this Section 5, the Indemnitee is required to: (i) promptly notify the Indemnitor of any such claim; (ii) Allow the Indemnitor to maintain sole control of the defense and settlement of such claim; and (iii) provide reasonable assistance to the Indemnitor, at the Indemnitor's expense, in connection with the Indemnitor's defense and settlement of such claim.

6. TERM & TERMINATION.

6.1. The initial term of this Agreement will begin on the Effective Date and will continue for 12 months (the "**Initial Term**"). On expiration of the Initial Term, this Agreement will automatically renew for consecutive 12 month Renewal terms (each a "**Renewal term**") unless either Party gives the other written notice of non-renewal at least 30 calendar days prior to the expiration of the Initial Term or then-current Renewal term, as applicable. Either of us may terminate this Agreement prior to expiration, with or without cause, by giving the other Party 30 calendar days advance written notice. Each of us agrees to stop using the other Party's Marks as soon as reasonably possible following receipt of a notice of non-renewal or termination, and in all events by the effective date of expiration or termination of this Agreement.

6.2. If Rackspace terminates your participation in the Reseller Program for convenience, Discounts will be honored and applied to your account for the remaining portion of the Initial Term or then-current Renewal Term, as applicable, up to a maximum of six months from the effective date of termination. If Rackspace terminates your participation in the Reseller Program for cause, all Discounts will be revoked as of the effective date of termination and Rackspace will not owe you any future Discounts. If you terminate your participation in the Reseller Program for cause or for convenience, no Discounts will accrue nor be applied for the remaining portion of the Initial term or then-current Renewal term, as applicable.

6.3. The following sections shall survive expiration or termination of this Agreement: Section 3, Section 4, Section 5, Section 6, Section 7, Section 9, Section 10, Section 11, Section 13, Section 14, Section 15, Section 16, Section 18, Section 19, Section 20 and all other sections that by their nature are intended to survive expiration or termination of this Agreement.

7. CONFIDENTIAL INFORMATION.

7.1. Use of Confidential Information. Each of us agrees not to use the other's Confidential Information except in connection with the performance of this Agreement, the exercise of our respective legal rights under this Agreement, or as required by law. Rackspace may use your Confidential Information to the extent necessary to provide the services contracted for under a Qualifying Resale and as necessary to generally manage its business with respect to the provision of such services.

7.2. Disclosure of Confidential Information. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows: (i) to our respective agents, service providers, and representatives ("**Agents**"), provided that such Agents agree to confidentiality measures that are at least as stringent as those stated in this Agreement, (ii) to a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law; (iii) as required by law; or (iv) in response to a subpoena, court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven calendar days prior to disclosing Confidential Information under this Section 7.2 (or prompt notice if seven calendar days advance notice is not reasonably feasible), unless the law forbids such notice. Neither Party will make any public statements, press releases or other public announcements regarding the Parties' relationship and any terms and conditions under this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

8. REPRESENTATIONS AND WARRANTIES. You represent and warrant to Rackspace that: (i) all information you have provided and will provide in connection with this Agreement, including the information on the Partner Portal is true, correct, and complete, (ii) you have not been and are not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any consumer protection or deceptive trade practices law or regulation, and (iii) entering into this Agreement does not and will not violate any agreement or obligation existing between you and any third party. You agree to promptly advise Rackspace in writing if at any time any of the representations and warranties in this Section 8 can no longer be asserted by you.

9. DISCLAIMER OF WARRANTIES. Any service warranty stated in a contract with a New Customer hereunder shall be for the benefit of the customer and not you. Rackspace makes no representation or warranty whatsoever to you regarding its services. To the fullest extent permitted by applicable law, Rackspace disclaims any and all warranties not expressly stated in this Agreement, including the implied warranties of merchantability, fitness for a particular purpose, freedom from viruses or other harmful elements, accuracy, reliability, availability, noninfringement, and timeliness.

10. LIMITATION OF DAMAGES.

10.1. Except for liability under Section 7 and liability for infringement of the other Party's intellectual property, neither of us (nor any of our employees, agents, Affiliates, or suppliers) is liable to the other for: (i) any indirect, special, incidental, exemplary or consequential loss or damages of any kind, (ii) any loss of profit, (iii) any loss of business, (iv) any loss of data, (v) any anticipated savings or revenue, or (vi) any loss 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 of us be liable to the other for any punitive damages.

10.2. Notwithstanding anything in this Agreement to the contrary, except for claims based on (i) each Party's indemnification obligations set forth in Section 5 and (ii) each Party's confidentiality obligations set forth in Section 7, the maximum aggregate monetary liability of each Party and any of its employees, agents, suppliers, or Affiliates, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall not exceed the amounts of Discounts due and uncredited plus USD $2,500.00.

10.3. Nothing in this Agreement shall exclude or limit liability to a greater extent than is permitted by applicable law and nothing in this Agreement shall exclude or limit liability for fraud, fraudulent misrepresentation, or for death or personal injury caused by negligence.

11. GOVERNING LAW/DISPUTES. Where Rackspace International GmbH is the contracting entity, this Agreement shall be governed by the law and jurisdiction of the courts of England, and where Rackspace US Inc. is the contracting entity, this Agreement shall be governed by the laws of the State of Texas, USA and the federal laws of the USA and the jurisdiction of the State or Federal Courts of Bexar County, Texas, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. Each party unconditionally and irrevocably submits to the exclusive jurisdiction of the courts of the applicable jurisdiction. In addition, the parties agree to comply with all applicable law. In the event of any dispute, prior to initiating any legal action, the parties agree to use their best efforts to resolve or settle the dispute by consulting and negotiating with each other in good faith. This Section 11 does not restrict a party's right to immediately seek injunctive relief for a breach of confidentiality or misuse any marketing material.

12. ASSIGNMENT. Neither of us may assign this Agreement without the other's prior written consent, except to a subsidiary or an Affiliate, or as part of a transaction by which all or substantially all of that Party's assets are transferred to a third party, in which case the Party assigning this Agreement shall provide written notification of such assignment to the other Party. Subject to the preceding sentence, this Agreement will inure to the benefit of the Parties' successors and assigns.

13. NOTICES. Channel Partner notice regarding termination of this Agreement for any reason shall always be sent to raxpartnerhelp@rackspace.com. Additionally, Channel Partner notice regarding termination of this Agreement for breach, or notice for indemnification or other legal matter, shall also be sent by electronic mail and first-class post to the address for Rackspace appearing below:

legalnotice@rackspace.com
General Counsel
Rackspace US, Inc.
1 Fanatical Place
City of Windcrest
San Antonio, Texas, USA 78218
MAIL STOP: US109-2301

Rackspace's routine communications and legal notices shall be posted on the Partner Portal or sent by electronic mail or first-class post to the individual(s) Channel Partner designates as contact(s) on its account. Notices are deemed received on the day transmitted via electronic mail, or if that day is not a business day, on the first business day following the day delivered.

14. RELATIONSHIP BETWEEN THE PARTIES. We agree that we are independent contractors, and that neither of us has any fiduciary duty to the other. We each acknowledge that the Discounts provided for in this Agreement is the sole and exclusive compensation for our activities under this Agreement. Neither Party is the agent of the other. Neither Party may represent to any person that it has the power to bind the other on any service contract or

other agreement or take any action reasonably likely to lead the public to believe that it is the agent or representative of the other. This Agreement is non-exclusive.

15. NON-SOLICITATION. You agree that during the term of this Agreement (Initial Term plus any Renewal terms) and for twelve months following expiration or termination of this Agreement, you will not solicit or encourage any New Customer to move their Hosting Services account to another provider, unless Rackspace has failed to perform its obligations under its agreement with the New Customer. Nothing in this Section 15 prohibits the New Customer from initiating a move of its Hosting Services account, or prohibits you from soliciting the New Customer for services other than the Hosting Services for which the New Customer was referred.

16. IMPROPER CONDUCT. You are required to have a corporate policy which communicates internally the need for compliance with applicable anti-bribery and corruption laws, sets out good practice that your staff should follow, and which rigorously enforces any breach of such policy or the law. On request, you will provide us with your anti-bribery policy. Channel Partner shall comply with the Channel Partner Compliance Terms. You agree to cooperate with us at our reasonable cost in regular audits we undertake to monitor your compliance with your policy, applicable law and the Channel Partner Compliance Terms.

17. CURRENCY. All amounts denoted in "$" in this Agreement mean that amount in United States Dollars (USD); or, in respect of Discounts, the equivalent sum in the currency applicable to your given Qualified Resale which results in an equivalent Discount pursuant to this Agreement when converted to United States Dollars (USD) at the exchange rate communicated to you by Rackspace, which shall be updated once per calendar quarter.

18. FINAL AGREEMENT. This Agreement is the complete and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

19. TERMINATION OF EXISTING PARTNER AGREEMENT. This Agreement supersedes any existing agreements between you and Rackspace in which Rackspace has agreed to pay you a Discount, or other benefits in exchange for your referral, marketing or resale services, and you hereby agree that any such existing agreement(s) are TERMINATED effective as of the Effective Date. Your resales occurring under any prior agreement will become subject to the terms of this Agreement on the Effective Date. You hereby waive any right to receive Discounts pursuant to any existing agreement for resales occurring after the Effective Date and waive any rights to notice set forth in any such existing agreement.

20. MISCELLANEOUS. Neither Party grants the other any rights to any of its intellectual property except for the license to use the Marks described in Section 3 above. Each Party shall retain all right, title, and interest in and to its intellectual property, including intellectual property that it may develop during the term of this Agreement. Except as expressly set out otherwise, this Agreement may be amended only by a formal written agreement signed by both Parties. A Party's failure or delay in enforcing any provision of this Agreement will not be deemed a waiver of that Party's rights with respect to that provision or any other provision of this Agreement. There are no third party beneficiaries to this Agreement. In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining portion of this Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision(s) is consistent with the material economic incentives of the parties leading to this Agreement.