DATA MIGRATION SERVICES PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Data Migration Services.

1. ADDITIONAL DEFINED TERMS.

"**Restore Source**" means a storage medium that allows data to be returned to a previous state.

"**Data Migration**" means copying files and/or folders from one location within Customer's Rackspace supported environment to another.

2. DATA MIGRATION SERVICES. Data Migration Services provides Customer planning and execution services to copy files and/or folders from one location within Customer's Rackspace supported environment to another by their Rackspace support team. This service shall provide Customer with a copy of the original data in a different location within Customer's Rackspace supported environment using a suitable operating system specific utility.

Data Migration Services are scheduled on an "AS AVAILABLE" first-come-first-served basis.

3. CUSTOMER OBLIGATIONS. Customer represents and warrants to Rackspace that Customer has made and tested a recent backup of the data to be migrated. Customer acknowledges that this backup can be used as the Restore Source in the event that the Data Migration is unsuccessful.

4. DISCLAIMERS Customer acknowledges that Data Migration may not be successful and Rackspace does not guarantee success. The Customer acknowledges that Data Migration will migrate the bulk of the data but will not perform live data sync. This means that there will be some data out of sync. The Customer also acknowledges that Rackspace is not responsible for any loss or corruption to Access Control Lists (ACL) or Customer data related to the Data Migration.

In the event the Data Migration is unsuccessful, Rackspace's sole responsibility, and Customer's sole remedy, is restoring data from the Restore Source.

Rackspace makes no representation or warranty regarding the Data Migration. Rackspace shall not be liable to Customer for any loss or damage arising from the provision of the Data Migration. No service level guaranties shall apply to the Data Migration, nor any portion of the Customer Configuration adversely affected by the Data Migration.

Rackspace reserves the right to decline the Data Migration engagement or require other data migration methods based on changes to the scope or other elements of the requested Data Migration. Rackspace reserves the right to terminate the scheduled Data Migration at any time at its sole discretion.

5. CHANGE CONTROL. This change control procedure applies for any additions to and/or modifications of an existing Data Migration engagement which are not immaterial, as determined by Rackspace. Customer and Rackspace shall work together to prepare a written change request incorporating, at a minimum, the following information:

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

ii. Any impact on scope and provision of the Data Migration;

iii. Any amendment required to document the change;

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

v. The date of expiry of validity of the change request.

Customer shall respond to a change request sent from Rackspace within five Business Days. Rackspace and Customer shall work together to revise any change request, as necessary, to accurately reflect the requested changes and their effect on the Data Migration. If both parties subsequently agree to implement a change request, then both parties shall execute a copy of the change request 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 Data Migration engagement.

6. FEES. This service carries a one time charge that is calculated on a case by case basis. Customer shall be charged for successful Data Migration only. There shall be no charges for unsuccessful Data Migration attempts. The currency for the charge is based on Customer's current invoice.

7. ACCEPTANCE. Following Rackspace's notice of completion, Customer shall have 72 hours to review the migrated data and notify Rackspace via ticket of any non-conformance to the agreed Data Migration Services engagement. To be effective, such Customer notification must contain sufficient detail to permit Rackspace to identify and correct the non-conformance by re-attempting the Data Migration on the non-conforming portion of the engagement.