OPERATING SYSTEM IN PLACE UPGRADE 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 Operating System in Place Upgrade Services.

1. ADDITIONAL DEFINED TERMS.

"**Clean Installation**" means installing a current version of the existing Microsoft Windows operating system on a new VM from a Rackspace Standard Image.

"**OS Upgrade**" means the Microsoft Windows Operating System In Place Upgrade Services performed by Rackspace pursuant to these Product Terms.

"**Rackspace Standard Image**" means an operating system image file created by Rackspace and used to perform standard installations of an operating system to a VM.

"**VM**" means a virtual machine.

"**VM Snapshot**" means a copy of the VM disk file at a given point in time containing sufficient information to restore a VM to its state as of the point in time the snapshot was created.

2. OPERATING SYSTEM IN PLACE UPGRADE SERVICES. Rackspace shall upgrade the current Microsoft Windows operating system running on the Customer's VM to a more current version of the same operating system as requested by Customer. Rackspace shall prepare the Customer's VM for the OS Upgrade by suppressing any monitoring alerts and disabling any Anti-Virus services running on the VM. Rackspace shall download and install any vendor recommended operating system updates and drivers. Rackspace shall migrate Customer's existing operating system licenses, server settings, and server roles to the new operating system. Rackspace shall perform post upgrade steps to confirm the Customer's VM is properly configured. Rackspace shall re-enable monitoring alerts and anti-virus software that was disabled during the upgrade.

OS Upgrades 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 VM Snapshot of the VM to be upgraded. Customer acknowledges that this VM Snapshot can be used as the restore source in the event that the OS Upgrade is unsuccessful. In the event of failure, and if there is no VM Snapshot available, Customer accepts that Rackspace shall perform a Clean Installation.

Customer shall ensure that the Customer's VM meets all of the minimum system requirements for the new operating system as specified by the operating system vendor.

4. DISCLAIMERS. Customer acknowledges that OS Upgrades come with an inherent degree of risk (e.g. partial or complete data loss and/or partial or complete system failure). Rackspace recommends performing Clean Installations when moving to a newer version of an operating system. Customer acknowledges that OS Upgrades may not be successful and Rackspace makes no guarantee of success for any OS Upgrade.

In the event the OS Upgrade is unsuccessful, Rackspace's sole responsibility, and Customer's sole remedy, is the restoration of the VM Snapshot made and provided by Customer.

Customer is solely responsible for confirming compatibility of the requested operating system upgrade with all applications and workloads running on or that may be affected by the OS Upgrade . In the event of Clean Installation,

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Customer shall be solely responsible for installation, reconfiguration, and re-provisioning of all affected applications, workloads, operating system roles and features.

Rackspace makes no representation or warranty regarding the OS Upgrade. Rackspace shall not be liable to Customer for any loss or damage arising from the OS Upgrade. No service level guaranties shall apply to the OS Upgrade, or any portion of the Customer Configuration adversely affected by the OS Upgrade. Customer acknowledges that the OS Upgrade may not interoperate with other Rackspace Services.

Rackspace reserves the right to terminate, suspend performance of, and/or decline to perform the OS Upgrade, in its sole discretion.

5. CHANGE CONTROL. This change control procedure applies for any additions to and/or modifications of an existing OS Upgrade 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 requested Services;

iii. Any amendment required to document the change;

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 Services. If both parties subsequently agree to implement a change request, then both parties shall execute an amendment to the applicable Service Order to authorize implementation of those changes. Until such time as an amended Service Order has been fully executed, Customer and Rackspace shall continue to perform in accordance with the scope of the most recently agreed Service Order.

6. FEES. Upon a successful completion of an OS Upgrade, Customer shall be billed a one-time Fee for these Services. There shall be no Fee for an unsuccessful OS Upgrade attempt. Fees for these Services shall be billed to Customer in the currency of Customer's most current invoice.

7. ACCEPTANCE. Following Rackspace's notice of completion, Customer shall have 72 hours to review the upgraded VM and notify Rackspace via ticket of any non-conformance of the agreed OS Upgrade. To be effective, Customer's notification shall contain sufficient detail to permit Rackspace to identify and correct the non-conformance by reverting the VM to its prior state using the Customer supplied VM Snapshot. If Customer has not supplied a usable VM Snapshot, Rackspace shall perform a Clean Installation.