ON-DEMAND COMPLEX CLOUD 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 On-Demand Complex Cloud Services ("**On-Demand Services**").

1. ADDITIONAL DEFINED TERMS.

"**Lead Cloud Engineer**" means a named Rackspace cloud engineer with credentials certifying engineering expertise on Third Party Cloud applicable to Customer's purchase.

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

2. SERVICES.

2.1. On-Demand Cloud Services is an add-on product that is available only for Customers with active subscriptions for Rackspace Third Party Cloud management services. If Customer purchases On-Demand Services, Rackspace shall provide a Lead Cloud Engineer to assist Customer with support and cloud development on a project engagement and hourly basis. The in-scope project Services and Deliverables are as specified within the Service Order (which may be in ticket form), as mutually agreed between Customer and Rackspace. For sake of clarity, services or deliverables not specified in the Service Order are out of scope and are not included.

2.2. If, following commencement, Rackspace reasonably determines that the specified scope of Services is not compatible with the On-Demand Services product, then Customer will have option to either: (i) terminate the Service Order, in which case Customer will be invoiced only for time expended by Rackspace personnel; or (ii) if available, transfer the project (with full credit for any Services fees already invoiced), for provision pursuant to another Rackspace Services solution which meets Customer requirements.

3. PRICING; HOURS, ESTIMATED TIME AND FEES. Unless otherwise indicated in a Service Order: (i) Rackspace is not required to be present on Customer premises and all On-Demand Services shall be delivered by Rackspace remotely; and (ii) the On-Demand Services will be performed during normal Rackspace business hours in the region where the work is being performed. For the US, that means 8:30 am to 5:30 pm Monday through Friday (excluding public holidays). Rackspace business hours in other regions will vary.

4. CUSTOMER RESPONSIBILITIES.

4.1. Customer will cooperate with Rackspace to complete the On-Demand Services, including, as reasonably required, providing an accessible and knowledgeable point of contact throughout the duration of the On-Demand Services, providing timely responses to information requests, providing timely authorizations, providing access to Customer systems, and liaising with any end-users or third-parties.

4.2. Prior to, and throughout the performance of the On-Demand Services, Customer is responsible for the security of Customer Data, including maintenance of access to data, security controls for data, and other obligations to safeguard the confidentiality, integrity, and availability of Customer Data. Customer will also be solely responsible for the management of Customer data backup and redundancy systems.

5. FEES. Upon a successful completion, Customer shall be billed a one-time Fee for these Services. Fees for these Services shall be billed to Customer in the currency of Customer's most current invoice.

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6. ACCEPTANCE. Following Rackspace's notice of completion, Customer shall have 72 hours to review the On-Demand Services (inclusive of any Deliverables), and notify Rackspace via ticket of any non-conformance to specified scope. To be effective, Customer's notification shall contain sufficient detail to permit Rackspace to identify and correct the non-conformance. If Customer does not provide an effective response to an initial or subsequent notice of completion (i.e., following correction), the On-Demand Services shall be considered accepted.

7. LIMITED WARRANTY. Rackspace warrants that the On-Demand Services will be performed in accordance with reasonable industry standards. Customer's sole and exclusive remedy for Rackspace's breach of this warranty shall be, at Rackspace's sole discretion, either (i) Rackspace's prompt remediation of the breach, or (i) an election to not invoice Customer for the Services. Except as so warranted, Rackspace makes no other representations or warranties, neither express nor implied, regarding the On-Demand Services and expressly disclaims any warranty of non-infringement, merchantability, or fitness for a particular purpose.

8. RESTRICTIONS. Unless otherwise conspicuously stated in Customer's Agreement, Customer is prohibited from reselling the On-Demand Services, and Customer is prohibited from selling, transferring, or sublicensing Customer's Rackspace or Third Party Cloud account credentials to any other party (except to agents and subcontractors performing work on Customer's behalf).

9. CHANGES TO TERMS. Notwithstanding anything in the Agreement to the contrary, Rackspace may change the pricing, these terms or terminate this Agreement, at any time, effective immediately if required to comply with the law or if required to comply with Third Party Cloud provider terms (or changes to such terms).

10. CHANGE CONTROL.

10.1. This change control procedure applies to any changes to Services 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.

10.2. 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.