PROFESSIONAL & CONSULTING SERVICES PRODUCT TERMS

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

1. DEFINED TERMS.

"**Change Control Procedure**" means the change control procedure set out in Section 8 of these Product Terms.

"**Minimum Sprint Commitment**" means any Customer commitment under the SOW to purchase a minimum number of Sprints of a designated Rackspace team size.

"**Rejection Notice**" means written notice specifying how the Deliverables fail to materially conform to the specifications set out in the SOW or other acceptance criteria otherwise agreed by the parties in writing.

"**Rackspace Resources**" means the Rackspace Representatives which deliver the Services.

"**Scoping Document**" means a written document provided by Rackspace (including as may be incorporated in a SOW) and detailing further descriptions of the Services, components or phases, project pre-requisites, Deliverables, resources, design considerations, and additional assumptions or responsibilities (as may be applicable to the Services).

"**SOW**" means the document describing the Services Customer is purchasing, including any online order, process, API, statement of work, or tool through which Customer requests or provisions Services.

2. TERM.

2.1. Except as stated in Section 2.2, the Initial Term of the SOW shall commence on the date of execution of the SOW and shall continue until Service completion or earlier termination in accordance with the Agreement, and the Services are not Recurring Services subject to an Auto Renewal Term.

2.2. Where the Services under a SOW are stated to be Recurring Services:

(A) delivered by Sprints (as defined below), the Initial Term shall commence on the effective date of the SOW and shall continue until the Minimum Sprint Commitment has been met. After the Minimum Sprint Commitment has been met, the Services shall auto-renew for additional Sprints until cancelled by Customer upon at least two Sprints advance written notice to Rackspace

(B) not delivered by Sprints, the Initial Term shall commence on the effective date of the SOW and shall continue until Service completion or earlier termination in accordance with the Agreement. The Services under the SOW shall be Recurring Services and are subject to the Auto Renewal Term set out in the Agreement.

3. FEES & EXPENSES.

3.1. Services Fees. The Fees for the Services are set out in the SOW. Fees for consumption of third-party cloud services incurred are the responsibility of Customer, whether incurred in Customer's account or a Rackspace-owned account.

3.2. Indexation. Notwithstanding anything to the contrary in the Agreement, Rackspace may automatically increase the Fees for Services under each SOW with immediate effect on or after each anniversary of the

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effective date of the SOW by up to the greater of (i) five percent (5%), or (ii) the Indexation (in the preceding annual period), per the indexation schedule at the following URL (as periodically updated by Rackspace): http://www.rackspace.com/information/legal/indexation.

4. ASSUMPTIONS. In addition to any assumptions in a Scoping Document, the Services, estimated timescales and Fees are based on and subject to the following assumptions (and are subject to change if the assumptions are incorrect):

4.1. Unless conspicuously stated otherwise, Rackspace may utilize its Representatives to deliver all or part of the Services.

4.2. Rackspace personnel assigned to fill a specific project resource are not dedicated and may be reassigned or reallocated by Rackspace. Unless the Customer's production environment is expressly within the scope of Services under the SOW, all Services shall be performed in Customer's non-production environments. In the event that the Customer's production environment is not within scope and Rackspace agrees to assist Customer with work in a production environment, to the maximum extent permitted by applicable law, Rackspace disclaims responsibility for Services performed within Customer's production environments.

4.3. Unless expressly agreed by Rackspace in writing, Services shall be performed during business hours (which, unless advised to the contrary by Rackspace from time to time, means 8:30 am to 5:30 pm Monday through Friday (excluding public holidays) in the time zone from which the Services are being performed).

4.4. Unless expressly stated to the contrary, attendance at Customer premises is not required and Services shall be delivered by Rackspace remotely.

4.5. The estimated fees, expected staffing and skill levels required for the Services are based on available information provided by Customer to Rackspace; if additional time or personnel are deemed necessary due to a change in scope of assumptions, or work stoppage or delay resulting from Customer's action or inaction, adjustment to the fees and duration of the Services may be necessary, subject to the Change Control Procedure in Section 8.

5. CUSTOMER RESPONSIBILITIES. In addition to any responsibilities in a Scoping Document, Customer shall at its own cost:

5.1. Comply with applicable law and obtain any necessary consents and licenses necessary in order for Rackspace to deliver the Services.

5.2. Work in good faith to support Service delivery including: providing timely and appropriate access to Customer resources (including the Customer Configuration, accurate and complete information requested by Rackspace, technical assistance, personnel, materials, facilities, workspace, systems, technology and internet as may be applicable) as necessary; managing the Customer's own change control systems; and liaising with any end-user stakeholders and third parties (including incumbent providers) as may be reasonably requested. Customer remains responsible for all third-party charges incurred in the provision of Customer resources under this Section 5.2.

5.3. Customer shall respond to all Rackspace inquiries within three Business Days (or sooner if urgent).

5.4. Appoint a representative that shall serve as a single point of contact for Rackspace for duration of the Services, and shall provide feedback to ensure strategic objectives are properly communicated by Customer to the Rackspace team. Ensure that there are no ongoing projects within Customer's organization which may delay or otherwise impact Service delivery.

5.5. Remain responsible for the content and security of Customer Data, and selection and implementation of controls on Customer's access and use of Customer Data.

5.6. Ensure that it has appropriate backup, security and virus-checking procedures in place for any information technology systems provided by Customer or which may be affected by the Services to ensure that any Customer Data remains secure and is speedily and economically retrievable and shall ensure that Customer Data is backed up both prior to commencement of the Services and for the Term.

5.7. Not unreasonably withhold, delay or condition any agreement, approval, consent or similar action required for provision of the Services.

6. SPRINT METHODOLOGY. Where the SOW identifies that Services are to be delivered in Sprints, Rackspace utilizes an Engagement Delivery Framework to perform the Services (which is an agile process which closely follows the principles of Scrum), and this Section 6 shall be applicable. This approach provides ongoing visibility to key stakeholders, allowing any required course corrections to be made throughout the project. Rackspace shall initiate the engagement with a long-range planning session, where the Services shall be broken down into achievable work items that can be delivered and demonstrated in weekly iterations (known as "**Sprints**"). Rackspace does not guarantee completion of specific goals, features or work set within each block of Sprints purchased. Team size/Story Points per Sprint may be increased at Customer's request in order to increase target velocity. When a request to increase team size is received, Rackspace shall confirm availability of resources and advise of any scheduling conflicts. Team size availability beyond the Minimum Sprint Commitment is not guaranteed. Sprints shall be scheduled consecutively, with no gaps between, so that resource allocations are continuous.

6.1. Backlog & Sprint Planning. Leading up to each weekly Sprint, Rackspace shall work with Customer to define and refine a backlog of tasks/features that Customer would like Rackspace to complete during the following Sprint. The tasks/features ("**User Stories**") are each assigned an estimated level of effort that it shall take to complete. The post-discovery backlog as mutually agreed and approved by Customer's product owner(s) and Rackspace shall constitute the target to-be-built scope of the Services. The level of effort is expressed in the form of "**Story Points**". Generally, one Story Point can be achieved by an average Rackspace engineer in one workday. At the start of each Sprint, a "**Sprint Planning Meeting**" shall be held with both Customer's and Rackspace's team in attendance. At this meeting, the User Stories for the new Sprint shall be selected from the top of the backlog. As much as possible, any unknown details regarding the selected User Stories shall be resolved during the Sprint Planning Meeting. If a User Story requires additional definition, analysis, or design work, then an alternate User Story shall be selected for the Sprint in place of the ambiguous User Story.

6.2. During the Sprint. The Sprint shall begin on the day of the Sprint Planning Meeting and end on the day before the next Sprint Planning Meeting. During the Sprint, Rackspace engineers shall conduct all analysis, design, engineering, and testing activities. The Rackspace engineers meet each day for a "stand-up" meeting, where each engineer discusses their previous day's accomplishments, their plan for the day and any issues that are blocking progress. All testing, documentation, SDLC support, and QA support activities shall be performed during the Sprints and treated no differently than development tasks. All appropriate resources shall be assigned to the Sprint (or provided by Customer) in order to accomplish these tasks.

6.3. Sprint Demo & Retrospective. The end of each Sprint is celebrated with a demonstration where the tasks (and associated functionality) completed during the Sprint are shown to key Customer stakeholders. This allows Customer to continually monitor the progress of the project. Finally, the Rackspace team performs a retrospective, where lessons from the completed Sprint are used to improve future Sprints.

6.4. Completion. At the end of each Sprint, Rackspace shall review the completed User Stories with Customer's stakeholders. If the User Stories (and associated Deliverables) meet the agreed upon acceptance criteria (as defined by Rackspace and Customer prior to commencement of the Sprint), they shall be marked complete. If they do not meet the agreed upon acceptance criteria, they shall be marked incomplete and worked on by Rackspace during a subsequent Sprint. Any User Stories marked incomplete do not count towards the Story Point total for that Sprint. If during a sprint Rackspace completes less than the Story Points per Sprint commitment for the team size, the point(s) shall be delivered in subsequent Sprints or another Sprint shall be added (at no charge) to complete the remaining Story Points. User Stories/Deliverables are deemed accepted four Business Days after completion of the Sprint in which they were created, unless Customer notifies

Rackspace that the User Stories/Deliverables fail to meet the predetermined acceptance criteria. Documentation related Deliverables shall be provided to Customer one day in advance of the Sprint Review Meeting to facilitate time for review. If the Deliverable is "not accepted" during Sprint Review Meeting, Customer has until the commencement of the next Sprint Planning Meeting to provide all necessary feedback. Once the feedback has been provided, Rackspace shall edit the documentation as required and review again during a subsequent Sprint Review Meeting. Rackspace plans on a single revision cycle for documentation. Continuous revisions to documentation or additions of detail above and beyond that which is ordinarily provided by Rackspace are not within the scope of Services.

7. ACCEPTANCE. Where Services are not delivered by Sprints, this Section 7 shall be applicable. Services and Deliverables shall be considered accepted by Customer unless Customer provides Rackspace with a Rejection Notice within five Business Days of Customer's receipt of the Deliverables; or upon earlier Customer use of the Deliverables (other than acceptance testing), or written acceptance. If Customer provides a Rejection Notice, the parties shall use reasonable efforts to reach agreement on a resolution of the material non-conformance specified in the Rejection Notice. Rackspace shall address any issues of material non-conformance specified in the Rejection Notice by providing revised versions of the materially non-conforming Deliverables. Following delivery of the revised Deliverables, Customer shall then have an additional five Business Days to review and confirm that the revised Deliverables materially conform. If Customer does not provide Rackspace with a subsequent Rejection Notice within the five Business Day period, the Deliverables shall be deemed accepted by Customer.

8. CHANGE CONTROL PROCEDURE. Either party may issue a written request to change an issued and approved Scoping Document. The party receiving the change request shall respond to the change request as soon as reasonably practicable after receipt, and if the request is agreeable, the parties shall enter into a change order to memorialize the change. Until such time as a change order is agreed in writing by both parties, Rackspace and Customer shall, unless otherwise agreed in writing, continue to perform the Services in accordance with any previously approved Scoping Document.

9. DELAY. If Customer fails to perform any obligation in a timely manner, Rackspace may be prevented or delayed in performance of the Services, and Rackspace shall not be liable for such failure or delay. If Rackspace and Customer cannot resolve the delay within three Business Days, Rackspace may do one or more of the following: (A) adjust the timetable or schedule for Services and Deliverables; (B) reassign personnel from Customer's engagement to a different customer's project; (C) stop work on all Services and Deliverables affected by the delay until the delay has been resolved and resources redeployed; or (D) terminate the SOW and invoice Customer for all expenses and fees Rackspace incurred due to the Customer breach.

10. NON-SOLICITATION. During the term of the SOW and for twelve months following expiry or termination, if Customer or its Affiliate solicits any Rackspace personnel as a full-time or part-time employee or independent contractor, Customer shall pay Rackspace a placement fee for each such hire equal to the hired individual's annual salary, plus any bonus(es) paid over the preceding twelve months. Customer acknowledges that: (i) its hiring of any Rackspace personnel shall cause Rackspace to invest substantial time and money to locate, hire and train a replacement; (ii) each of Rackspace's personnel perform concurrent services for multiple Rackspace customers, so Rackspace shall be required to cover its other customers and Rackspace may lose one or more of its other customers; and (iii) the nature of Rackspace's business model shall create additional risks and expenses for Rackspace if Customer hires any Rackspace personnel. Therefore, it is agreed these amounts accurately reflect reasonable placement fees and the reasonable value of Rackspace's time, costs, and other financial considerations, are an exclusive remedy, and are not a penalty. Nothing in this provision shall prevent Customer from (i) soliciting or hiring Rackspace personnel whose employment has been terminated for a period of six months or longer; (ii) conducting general recruiting activities, such as participation at job fairs or advertisements in publications or on websites intended for general circulation that are not directed specifically at Rackspace personnel; or (iii) use of a staffing agency, provided that Customer has not provided the staffing agency with names or other information to facilitate solicitation of the Rackspace personnel.

11. THIRD PARTY SOFTWARE. Rackspace may provide Third Party Software and/or Rackspace software for Customer's use as part of the Services and/or Deliverables, or to assist the delivery of the Services. Unless

otherwise permitted by the terms of the applicable license, Customer may not: (i) assign, grant, or transfer any interest in Third Party Services or Third Party Software or Rackspace proprietary software to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the Third Party Software or Rackspace proprietary software, or permit the whole or any part of the software to be combined with or become incorporated in any other software; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Software or Rackspace proprietary software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement. Customer shall not be permitted to access, and shall permit Rackspace to remove, any Third Party Software which Rackspace installs solely to assist Rackspace's delivery of the Services. In the event Rackspace distributes to Customer, or otherwise provides for Customer use, any Open Source Software as part of the Services and/or Deliverables then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between the Agreement and the terms of the applicable open source license, the open source license shall control.

12. CASE STUDY AUTHORIZATION. As part of the consideration for the Services, Customer authorizes Rackspace to produce and publish a case study that outlines the work performed under the SOW. Customer shall be given an opportunity to review and approve the case study prior to publication, and such approval shall not be unreasonably withheld.

13. COLOMBIAN CONSUMERS. If Customer is located in Colombia and is a consumer as defined under Law 1480 of 2011 (October 12) Official Gazette No. 48,220 of October 12, 2011 ("**Consumer Law**") then, notwithstanding anything to the contrary in the Agreement, the following terms shall prevail to the extent of any inconsistency with any other provision of the Agreement:

13.1. Nothing in the Agreement excludes any implied condition, warranty, right or guarantee if that exclusion would contravene any statute (including Consumer Law) or cause any part of the Agreement to be void.

13.2. Customer agrees that: (i) the Agreement is for the provision of services, and no goods are purchased or delivered under the Agreement; (ii) Customer warrants and represents that Customer is not a minor; (iii) Customer warrants and represents that Customer has had the opportunity to negotiate modifications to the Agreement, and has either done so or rejected the opportunity to do so; (iv) the inherent characteristics of the Services (and those attributed by the information provided to Customer), and the need or needs for which the Services have been produced or marketed, are solely as expressly set out in this Agreement, and Customer warrants and represents that it is not relying on information which is not presented in this Agreement as to quality or suitability; (v) Customer warrants and represents that it is receiving a substantial advantage for the Initial Term (including any commitment term and/or Auto Renewal Term) which permits Customer to pay in installments throughout the Agreement, as opposed to paying all actual and estimated Fees for the Services upfront at commencement of the Agreement; (vi) where this Agreement has been formed by distance selling, the Customer may withdraw from the Agreement within five business days of the Agreement (provided that: (a) Service provision has not commenced, and Customer agrees that Rackspace may provide the Services immediately; or (b) the Services are not subject to market pricing changes, including third party supplier commitments made by Rackspace, outside of the control of Rackspace) by providing notice in accordance with the Agreement, and where Customer validly exercises its right to withdraw under this provision then Rackspace shall refund Fees paid within thirty calendar days of receipt of notice; (vii) the instructions for use of the Services and available technical assistance are as set out in the Agreement; and (viii) Rackspace guarantees that the Services shall conform with the conditions offered and agreed with Customer in this Agreement (which were properly reviewed and negotiated by Customer to ensure they fulfill the suitability, quality and safety required by Customer and mandated by Consumer Law), subject to any available exoneration under Consumer Law, failing which Customer may request that Rackspace provide the Services as contracted under this Agreement or refund Fees paid for non-conforming Services which do not meet the guarantee.

13.3. Consumers may file their requests, complaints or claims using the channels included in MSA notice provision, which Rackspace will respond to within a period of 15 business days after receipt.

14. AUSTRALIAN CONSUMERS. If Customer is a consumer as defined under the Competition and Consumer Act 2010 (Cth) ("**Consumer Law**") then notwithstanding anything to the contrary in the Agreement, the following terms

shall prevail as to goods and services (as defined by Consumer Law) to the extent of any inconsistency with any other provision of the Agreement:

14.1. Non-Excludable Rights. Nothing in the Agreement excludes any implied condition, warranty, right or guarantee if that exclusion would contravene any statute (including Consumer Law) or cause any part of the Agreement to be void (**"Non-excludable Right"**). Rackspace's total liability for breach of any Non-excludable Right which may be limited by law, is limited at Rackspace's option to: (i) resupplying or replacing or repairing, or paying the cost of resupplying or replacing or repairing, the goods in respect of which the breach occurred; or (ii) supplying again, or paying the cost of supplying again, the services in respect of which the breach occurred.

14.2. Mandatory Wording. Rackspace's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, Customer is entitled to cancel the service contract with Rackspace; and to a refund for the unused portion, or to compensation for its reduced value. Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done Customer is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

15. KINGDOM OF SAUDI ARABIA (KSA) CONSUMERS. If the Agreement is subject to the laws of the Kingdom of Saudi Arabia, then for the avoidance of doubt, the parties' rights to terminate for cause under the terms of the Agreement may be exercised without the need for a court order, or other action not expressly set out in the Agreement.

16. US PUBLIC SECTOR ADDENDUM. The US Public Sector Addendum at https://www.rackspace.com/information/legal/USPublicSectorTerms is hereby incorporated by reference where the Rackspace contracting entity is Rackspace Government Solutions Inc.

17. RACKSPACE RESOURCES. Customer acknowledges and agrees that: (i) Rackspace is providing Services through its managed delivery methodology and is not providing staffing or recruiting; (ii) Rackspace Resources assigned to the Services (and/or a specific project) are not assigned indefinitely and may be reassigned or reallocated by Rackspace as needed to meet the project requirements; (iii) the Customer does not exercise control of the Rackspace Resources assigned to the Services (and/or a specific project), and Rackspace Resources are not integrated in the Customer's business beyond what is appropriate for service provision; (iv) Rackspace Resources conduct the Services under the direction and oversight of Rackspace, and are not permitted to work under the direction of Customer; (v) requests for changes to the Services or delivery preferences for existing Services must be made to the Rackspace project manager, and cannot be actioned by Rackspace Resources directly ensuring proper project governance and change control. Customer shall indemnify, defend, and hold harmless Rackspace and its Representatives from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach by Customer of its obligations under this clause, including but not limited to any claim by a Rackspace Resource, any governmental authority, or any third party that a co-employment, joint employment, or employer-employee relationship exists between Customer and any Rackspace Resource, to the extent such claim arises from Customer's acts or omissions, including any direction, control, or integration of Rackspace Resources in breach of this clause.

18. AI PRODUCTS AND SERVICES. Notwithstanding anything in the Agreement, where the Services under an SOW include AI Product Offerings (as defined in the AI Product Terms), the AI Product Terms at https://www.rackspace.com/information/legal/ai-product-terms, and the Responsible AI Policy at https://www.rackspace.com/information/legal/rap (as applicable to all Rackspace Services) are hereby incorporated into these Product Terms, and shall prevail over any conflicting provision in the Agreement or these Product Terms. Customer's indemnification obligations under the Agreement shall include any third-party claim to the extent arising from Customer's violation of such terms.